



***TROUT CREEK
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Workshop

***Tuesday
April 7, 2026
10:00 a.m.***

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

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

Trout Creek Community Development District

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

Board of Supervisors
Trout Creek Community Development District

Dear Board Members,

The Workshop of the Board of Supervisors of the Trout Creek Community Development District is scheduled for **Tuesday, April 7, 2026, at 10:00 a.m.** at the **Kayak Club, 100 Kayak Way, St. Augustine, FL 32092**

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

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

Sincerely,

Howard McGaffney

Howard McGaffney
District Manager

Cc: Attorney
Engineer
District Records

Trout Creek Community Development District

Meeting Date: Tuesday, April 7, 2026

Time: 10:00 AM

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

Revised Workshop Agenda

- I. Roll Call
- II. Audience Comments – (limited to 3 minutes per individual for agenda items) *

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

III. Discussion Topics

- A. Draft Proposed FY 2026-2027 Budget [Exhibit 1](#)
[Pgs. 6-15](#)
- B. Survey for New Amenity/Community Improvements – Vice Chair/GM/AGM [Exhibit 2](#)
[Pgs. 17-20](#)
- C. Bond Sizing Project – 30yrs. – Logan Muether [Exhibit 3](#)
[Pgs. 22-25](#)
- D. Easement Variance for Fences [Exhibit 4](#)
[Pgs. 27-35](#)
- E. Update on Settlement Agreement Negotiations
- F. Options for Addressing Bike Damage to Hills/Landscaping
- G. Consideration of Ruppert Landscape Proposals [Exhibit 5](#)
[Pgs. 37-46](#)
 - 1. ENH026109326-06 – Falls Park Sod - \$15,514.00
 - 2. ENH026109326-06 – Falls Park Sod - \$11,377.00
 - 3. ENH026109326-16 – Hill Obstructing Plants - \$14,852.00 (Podocarpus)/\$11,699.00 (Trees & Boulders)/\$18,828.00 (Podocarpus & Trees)
- H. Amenity Improvements – *To Be Distributed*
- I. Updated Rules, Policies, User Rates & Fees, & Disciplinary Rules [Exhibit 6](#)
[Pgs. 48-79](#)

IV. General Manager's Update

V. Supervisors' Requests

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

VII. Next Meeting Quorum Check: April 23 at 6:00PM

Clint Wright	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Heather Loffredo	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Jim Breslin	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Ronnie Murphy	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO
Vincent Sajkowski	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> NO

VIII. Adjournment

EXHIBIT 1

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

1,045,413

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 FYTD ACTUALS 10/1/25-1/31/26	FY 2027 PROPOSED	VARIANCE FY26 TO FY27	BENEFIT ALLOCATION
REVENUES						
SPECIAL ASSESSMENTS						
ON TAX ROLL	3,146,303	3,809,678	3,857,544	4,399,093	589,415	
OFF TAX ROLL	492,539	8,631	8,636	-	(8,631)	
INTEREST EARNINGS	22,354	25,000	3,644	25,000	-	
HOA CAPITAL TRANSFER	86,800	110,000	-	-	(110,000)	
ACTIVITY FEES	24,747	20,000	4,158	20,000	-	
CAFÉ REVENUE	31,189	35,000	6,092	37,000	2,000	
FACILITIES RENTALS	40,150	40,000	17,123	40,000	-	
HOA WATER UTILITY COST SHARE	107,121	45,000	-	45,000	-	
INSURANCE PROCEEDS	39,085	-	2,000	-	-	
MISCELLANEOUS REVENUE	4,667	-	46,565	-	-	
COMMUNITY GARDEN RENTALS (NEW)	-	-	-	800	800	
SPECIAL EVENTS --FOOD TRUCKS	33,768	40,000	3,057	25,000	(15,000)	
TOTAL REVENUES	4,028,723	4,133,309	3,948,819	4,591,893	458,584	
EXPENDITURES						
ADMINISTRATIVE						
BOARD OF SUPERVISORS FEES	21,600	24,000	7,800	24,000	-	EQUALIZED
ACCOUNTING SERVICES	22,262	22,362	7,454	24,000	1,638	EQUALIZED
ADMINISTRATIVE SERVICES	5,512	5,512	1,837	12,000	6,488	EQUALIZED
ARBITRAGE REBATE CALCULATION	900	1,800	-	1,800	-	EQUALIZED
ASSESSMENT ROLL	5,966	5,966	5,966	-	(5,966)	EQUALIZED
AUDITING SERVICES	4,100	4,100	-	4,100	-	EQUALIZED
DISCLOSURE REPORT	8,000	8,000	2,667	7,000	(1,000)	EQUALIZED
DISTRICT ENGINEER	37,278	40,000	14,125	40,000	-	EQUALIZED
DISTRICT MANAGEMENT	22,122	22,122	7,374	60,000	37,878	EQUALIZED
DUES, LICENSES & FEES	397	175	546	175	-	EQUALIZED
FINANCIAL & REVENUE COLLECTIONS	5,682	5,682	1,894	12,000	6,318	EQUALIZED
LEGAL ADVERTISING	4,755	3,500	479	3,500	-	EQUALIZED
MISCELLANEOUS FEES	11,528	1,200	655	1,200	-	EQUALIZED
TRUSTEE FEES	17,543	15,000	10,034	15,000	-	EQUALIZED
WEBSITE HOSTING, MAINTENANCE & BACKUP	3,700	3,700	1,200	7,500	3,800	EQUALIZED
DISTRICT COUNSEL	113,811	150,000	31,848	168,000	18,000	EQUALIZED
LITIGATION / MEDIATION	8,833	-	7,531	20,000	20,000	EQUALIZED
TOTAL ADMINISTRATIVE	293,989	313,119	101,410	400,275	87,156	
INSURANCE						
PUBLIC OFFICIALS LIABILITY INSURANCE	3,338	3,600	1,675	4,000	400	EQUALIZED
GENERAL LIABILITY & PROPERTY INSURANCE	98,537	112,928	37,217	120,000	7,072	STRATIFIED
TOTAL INSURANCE	101,875	116,528	38,892	124,000	7,472	
UTILITIES						
GARBAGE - RECREATION FACILITY	12,197	15,000	5,996	14,000	(1,000)	EQUALIZED
UTILITY - ELECTRIC - RECREATION FACILITIES	58,287	56,000	18,981	64,000	8,000	EQUALIZED
UTILITY - ELECTRIC - STREET LIGHTS	62,143	62,000	30,189	70,000	8,000	STRATIFIED
UTILITY - ELECTRIC - SERVICES METERS	11,820	12,000	4,301	12,000	-	STRATIFIED
UTILITY - GAS SERVICES	1,425	17,000	671	17,000	-	EQUALIZED
WATER UTILITY - RECLAIMED	370,143	445,000	110,228	445,000	-	EQUALIZED
WATER UTILITY SERVICES - RECREATION FACILITIES	19,324	18,375	4,787	21,305	2,930	EQUALIZED
TOTAL UTILITIES	535,339	625,375	175,153	643,305	17,930	
FIELD OPERATIONS						
STORMWATER CONTROL						
AQUATIC MAINTENANCE	48,194	55,000	16,459	60,000	5,000	STRATIFIED
FOUNTAIN R&M (NEW)	-	-	-	3,500	3,500	EQUALIZED
STORMWATER SYSTEM R&M	3,200	3,500	-	3,500	-	STRATIFIED
PHYSICAL ENVIRONMENT						
BACKFLOW MAINTENANCE & REPAIRS (NEW)	-	-	-	5,000	5,000	EQUALIZED
COMMON AREA PINESTRAW, MULCH	144,987	140,000	55,849	200,000	60,000	EQUALIZED
COMMUNITY MAINTENANCE & REPAIR (NEW)	-	-	-	10,000	10,000	EQUALIZED
DAMAGE & VANDALISM (NEW)	-	-	-	5,000	5,000	EQUALIZED
ENTRYWAY AND MONUMENTS R&M	-	2,500	-	2,500	-	EQUALIZED
HOLIDAY DECORATIONS	13,227	7,500	2,490	7,500	-	EQUALIZED
IRRIGATION REPAIRS	76,638	35,000	17,962	50,000	15,000	EQUALIZED
LANDSCAPE & IRRIGATION MAINTENANCE	928,104	1,070,000	348,471	1,120,000	50,000	EQUALIZED
LANDSCAPE REPLACEMENT PLANTS, SHRUBS, TREES	152,829	70,000	3,468	70,000	-	EQUALIZED
MISCELLANEOUS EXPENSE	37,972	20,000	38,084	-	(20,000)	EQUALIZED
TREE PRUNING AND REMOVAL (NEW)	-	-	-	15,000	15,000	EQUALIZED
UTILITY VEHICLES MAINTENANCE & REPAIR (NEW)	-	-	-	3,000	3,000	EQUALIZED
WILDLIFE MANAGEMENT SERVICES	1,326	1,500	442	1,500	-	EQUALIZED
ROAD & STREET FACILITIES						
AMENITY LIGHTING REPAIRS (PARKING LOT & DECORATIVE)	2,849	5,000	(2,003)	5,000	-	EQUALIZED
ROAD REPAIRS (NEW)	-	-	-	8,000	8,000	EQUALIZED
SIDEWALK/CONCRETE REPAIRS (NEW)	-	-	-	5,000	5,000	EQUALIZED
SIGNAGE REPAIRS (NEW)	-	-	-	5,500	5,500	EQUALIZED
TOTAL FIELD OPERATIONS	1,409,326	1,410,000	481,222	1,580,000	170,000	
AMENITY OPERATIONS						
AMENITY JANITORIAL SERVICES CONTRACT & WINDOW CLEANING	24,651	25,000	6,400	5,000	(20,000)	EQUALIZED
AMENITY MAINTENANCE & REPAIR	101,088	75,000	50,380	55,000	(20,000)	EQUALIZED
AMENITY MANAGEMENT CONTRACT	22,148	23,244	7,748	28,000	4,756	EQUALIZED
AMENITY STAFFING CONTRACT-EMPLOYEE	816,575	905,000	239,669	964,000	59,000	EQUALIZED
CAFÉ MATERIALS	25,021	25,000	2,084	27,000	2,000	EQUALIZED
CLUBHOUSE FACILITY JANITORIAL SUPPLIES	-	12,000	8,632	12,000	-	EQUALIZED
COMMUNITY GARDENS MAINTENANCE & SUPPLIES	586	500	34	500	-	EQUALIZED

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

1,045,413

ACCOUNT CLASSIFICATION	FY 2025 ACTUALS	FY 2026 ADOPTED	FY 2026 FYTD ACTUALS 10/1/25-1/31/26	FY 2027 PROPOSED	VARIANCE FY26 TO FY27	BENEFIT ALLOCATION
DOG WASTE STATION SUPPLIES	713	750	87	1,500	750	EQUALIZED
FITNESS EQUIPMENT LEASE	37,547	37,560	12,829	37,600	40	EQUALIZED
FITNESS EQUIPMENT MAINTENANCE / REPAIRS	1,355	4,000	2,221	4,000	-	EQUALIZED
HVAC MAINTENANCE & REPAIR (NEW)	-	-	-	10,000	10,000	EQUALIZED
LICENSES, FEES & PERMITS	18,138	16,000	5,796	19,000	3,000	EQUALIZED
LIFEGURDS CONTRACT	188,723	185,733	2,560	207,643	21,910	EQUALIZED
MISCELLANEOUS CONTINGENCY	50,702	50,000	53,216	50,000	-	EQUALIZED
OFFICE SUPPLIES	-	10,800	1,585	10,000	(800)	EQUALIZED
OPERATING SUPPLIES	45,632	7,200	6,522	14,400	7,200	EQUALIZED
PEST CONTROL & TERMITE BOND	3,710	3,000	774	7,600	4,600	EQUALIZED
POOL CHEMICALS & PERMITS	57,705	59,000	58,683	61,000	2,000	EQUALIZED
POOL MAINTENANCE CONTRACT	48,035	35,000	14,587	37,620	2,620	EQUALIZED
POOL EQUIPMENT MAINTENANCE & REPAIRS (NEW)	-	-	-	8,000	8,000	EQUALIZED
PRINTER LEASE & SUPPLIES (NEW)	-	-	-	14,000	14,000	EQUALIZED
SHUTTLE SERVICES	22,200	15,100	5,400	16,000	900	EQUALIZED
SPECIAL EVENTS	108,874	75,000	44,380	88,250	13,250	EQUALIZED
TELEPHONE INTERNET CABLE	19,084	15,000	3,783	20,000	5,000	EQUALIZED
TENNIS COURT MAINTENANCE & SUPPLIES	-	5,000	158	5,000	-	EQUALIZED
TRAINING & EDUCATION	6,743	5,400	1,891	7,000	1,600	EQUALIZED
UNIFORMS	5,150	2,000	379	5,000	3,000	EQUALIZED
TOTAL AMENITY OPERATIONS	1,604,380	1,592,287	529,798	1,715,113	122,826	
SECURITY OPERATIONS						
ACCESS CONTROL MAINTENANCE & REPAIR	24,443	10,000	3,460	15,000	5,000	EQUALIZED
FIRE ALARM, INSPECTIONS, MAINTENANCE & REPAIR	-	-	-	1,000	1,000	EQUALIZED
OFF-DUTY DEPUTY / SECURITY	68,461	62,000	22,689	106,000	44,000	STRATIFIED
SECURITY SYSTEM MONITORING & MAINTENANCE	5,164	4,000	6,284	7,200	3,200	EQUALIZED
TOTAL SECURITY OPERATIONS	98,068	76,000	32,433	129,200	53,200	
TOTAL EXPENDITURES	4,042,977	4,133,309	1,358,908	4,591,893	458,584	
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(14,254)	-	-	-	-	
FUND BALANCE, BEGINNING	337,308	337,308	323,054	323,054	(14,254)	
FUND BALANCE, ENDING	323,054	337,308	323,054	323,054	(14,254)	

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

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

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

LEGAL ADVERTISING	Local IQ: The costs associated with noticing meetings in accordance with Fl. Statute, to meet public notice requirements.
MISCELLANEOUS FEES	
PUBLIC OFFICIALS LIABILITY INSURANCE	Public Officials E&O Insurance-FIA/Egis
TRUSTEE FEES	" _____" is the Trustee-Ongoing fees for routine services required in the Bond Indenture, including: monitoring compliance, receiving/distributing assessments, paying bondholders, preparing reports, and managing investments, bond redemptions and prepayments.
WEBSITE HOSTING, MAINTENANCE & BACKUP	The District has contracted with Vglobal Tech for ongoing website ADA requirements, maintenance, hosting. Video recording and live streaming services provided by Lutts Media=\$350 per meeting. Vglobal - 175/mo+ Lutts Media - 500/mo streaming + 400 other Maintenance
<u>LEGAL COUNSEL</u>	
DISTRICT COUNSEL	The District has contracted with Kilinski Van Wyk, PLLC as District Counsel for the District. The District is required to have a District Counsel according to Fl. Statute.
LITIGATION / MEDIATION	Costs associated with pending or ongoing legal disputes and litigation
<u>FIELD OPERATIONS</u>	
<u>LAW ENFORCEMENT</u>	
OFF-DUTY DEPUTY / SECURITY	Costs associated with after hours security patrol or off duty officers. Tri-County \$33 for the first 40 hrs a week, \$29.75 any hours after
<u>ELECTRIC UTILITY SERVICES</u>	
UTILITY - RECREATION FACILITIES	
UTILITY - STREET LIGHTS	
UTILITY - SERVICES METERS	
<u>GAS UTILITY SERVICES</u>	
UTILITY SERVICES	
<u>GARBAGE / SOLID WASTE CONTROL SERVICES</u>	
GARBAGE - RECREATION FACILITY	The District has a refuse/waste removal contract with FCC: 1 x per week - \$369 x 2 + \$320 environmental fee + \$61 local franchise & admin x 12 months plus inflation
<u>WATER - SEWER COMBINATION SERVICES</u>	
WATER UTILITY - RECLAIMED	
WATER UTILITY SERVICES - RECREATION FACILITIES	
<u>STORMWATER CONTROL</u>	
AQUATIC MAINTENANCE	The District has contracted with Charles Aquatics to provide monthly maintenance services for its stormwater ponds: Need contract terms, expiration, costs: Need to research new amendments, and potential new ponds being acquired: Charles Aquatic (43ponds) - \$3,853/mo + bi-monthly Charles Aquatic (43 ponds) - \$3,853/mo + bi-monthly Wall Cleaning (\$400/mo) + carp (2 ponds need stock) & fish barriers (1 more) +
STORMWATER SYSTEM R&M	Costs associated with Repairs to the stormwater ponds
FOUNTAIN R&M (NEW)	Costs associated with fountain repairs and replacement
<u>OTHER PHYSICAL ENVIRONMENT</u>	
BACKFLOW MAINTENANCE & REPAIRS (NEW)	Costs associated with the annual inspection, repairs of the Districts backflow preventers
COMMON AREA PINESTRAW MULCH	Costs associated with (1) application of pine bark mulch annually at entrances, beds, amenity center and other areas in the community.
COMMUNITY MAINTENANCE & REPAIR (NEW)	Costs associated with repairs and replacement of District property throughout the community, other than at the amenity center.
DAMAGE & VANDALISM (NEW)	Costs associated with repairs and replacement related to Damage and Vandalism

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

BUDGET NARRATIVE

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

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

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

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

ACCOUNT CLASSIFICATION	9/30/2025 FINANCIALS	FY 2026 ADOPTED	FY 2026 YTD ACTUALS THRU 12/31/2025	FY 2027 PROPOSED	VARIANCE FY26 TO FY27
REVENUES					
SPECIAL ASSESSMENTS	-	-			-
ON TAX ROLL	252,627	425,000	-	530,000	105,000
OFF TAX ROLL	40,699	-		-	-
INTEREST EARNINGS	22,076	40,000	4,209	22,000	(18,000)
TOTAL REVENUES	315,402	465,000	4,209	552,000	87,000
EXPENDITURES					
CAPITAL OUTLAY	306,866	465,000	55,700	437,623	(27,377)
CONTINGENCY	-	-		25,000	25,000
TOTAL EXPENDITURES	306,866	465,000	55,700	462,623	(27,377)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	8,536	-	(51,491)	89,377	114,377
FUND BALANCE, BEGINNING	682,873	682,873	424,596	691,409	8,536
FUND BALANCE, ENDING	691,409	682,873	373,105	780,786	122,913

Line Item	Total Quantity	Per Phase Quantity	Units	Reserve Component Inventory-Updated 03-25-2026 (RM)	Five Yr Forecast				
					FY 2027 PROPOSED	FY 2028	FY 2029	FY 2030	FY 2031
4.711	1	1	Allowance	Ponds, Outfalls, Inspections and Capital Repairs	10,671				
5.282	1	1	Allowance	Security System, Access System, Amenity Area	25,000				
4.561	1	1	Allowance	Lights, Holiday Lights and Trees (Permanent Lights)	26,677				
			NEW	Amenity Upgrades Project (Construct Mgr, Architect, Engineer)	100,000				
6.801	8,000	8,000	Square Feet	Pool Finish, Pebble, Lazy River	275,275				
4.301	2	1	Allowance	Golf Carts, Phased		13,531			
4.710	60,000	1,800	Linear Feet	Ponds, Erosion Control, Partial		13,889			15,310
5.287	4,900	4,900	Square Feet	Walls, Siding, Fiber Cement, Paint Finishes, Kayak Club (Incl. Party Pavillion)		31,327			
6.800	4,244	4,244	Square Feet	Pool Finish, Pebble, Lap Pool		250,965			
5.370	2	1	Allowance	Furnishings, The Outpost, Phased			9,109		
5.180	1,600	1,600	Square Feet	Walls, Masonry, Stone, Inspections and Partial Repairs, Fitness Center			9,109		
5.286	2,500	2,500	Square Feet	Walls, Masonry, Stone, Inspections and Partial Repairs, Kayak Club (Incl. Party Pavillion and Pool Perimeter Wall)			14,234		
5.076	2,520	2,520	Square Feet	Walls, Masonry, Stone, Inspections and Partial Repairs, Entry Pavillion			14,347		
5.177	13,100	13,100	Square Feet	Paint Finishes, Interior, Fitness Center			14,917		
4.855	4	4	Courts	Sport Courts, Clay, Scarify, Replenish and Laser Grade			35,071		
4.820	2	2	Each	Site Furniture, Bronze Monuments, Maintenance				11,763	
4.023	19,000	14,250	Square Yards	Asphalt Pavement, Patch Repairs, Shearwater Parkway, Phase 1 (Incl. Kayak Club Parking Area) (2024 is Planned)				16,762	
6.501	1	1	Allowance	Furniture, Cushions				23,525	
5.279	1	1	Allowance	Phone and Data Systems, Amenity Area				47,050	
4.140	138,000	4,600	Square Feet	Concrete Sidewalks, Non-Residential, Partial				64,929	
4.801	1	1	Allowance	Signage, Renovation, Neighborhood Entrances, (Incl. Bridge, Dog Park and Pergola Post Monuments)					21,871
5.171	2	1	Allowance	Exercise Equipment, Strength, Phased					29,769
6.600	3	1	Allowance	Mechanical Equipment, Phased (lazy river pump 2025)					46,173
5.271	460	460	Square Yards	Floor Coverings, Luxury Vinyl Plank, Kayak Club					47,509
				Anticipated Expenditures, By Year	437,623	309,713	96,787	164,029	160,633
				Approved Capital Reserve Study	580,518	85,186	59,781	202,915	82,868
				More (Less) than Reserve Study	(142,895)	224,527	37,006	(38,886)	77,765

Summary of Changes

Common Area Pinestraw	60,000
Board Approved - Amenity Staffing Level Changes	59,000
New District Management/Accounting/Administration/Finance	52,000
Landscape & Irrigation Maint.	50,000
Board approved - Off-Duty Security Officers - Increased Coverage	44,000
Operating Maint & Repair	38,000
Lifeguards	22,000
Litigation	20,000
Legal Council	18,000
Utilities	18,000
Irrigation Repairs	15,000
Lifestyle & Shuttle	9,150
Insurance - Liability & Property	7,000
All Other (each item \$8,000 or under))	41,704
	453,854

More areas to cover plus cost of bales went up
 New Porter Position (\$33,000) + raises and increased benefit costs
 New Contracted Amount
 Adding additional phases, includes inflationary cost factors
 More Security Hours and Days
 Created several line expense lines, to better view expense items, this is the net increase
 Inflationary Increases, decreased pool monitoring to increase security coverage
 Not budgeted for in 2026. Funding in 2027
 Based on actual expenses. The District is undertaking many new initiatives, and addressing many legal matters
 Adding additional phases, includes inflationary cost factors
 Adding additional phases, includes inflationary cost factors
 Adding additional phases, includes inflationary cost factors
 Adding additional phases, includes inflationary cost factors
 Adding additional phases, includes inflationary cost factors

Lifestyl Events

			2026-2027 Budget Total	2025-2026 Budget Total	Increase (Decrease)	
SIGNATURE EVENTS	SIGNATURE EVENTS	BOO BASH	15,000	11,090	3,910	
		WINTERFEST	15,000	13,067	1,933	
		PUPS N PINTS	2,000	1,000	1,000	
		EGG HUNT	7,500	3,725	3,775	
		SPRING FLING	8,000	9,139	(1,139)	
		MEMORIAL DAY	1,500	1,005	495	
		JULY 4TH	10,000	9,640	360	
		LABOR DAY	1,000	7,355	(6,355)	
			<i>* Revenue Producing Event</i>	60,000	56,021	3,979
		MONTHLY EVENTS	MONTHLY EVENTS	CURIOSITY STREAM SUBSC	200	1,500
COFFEE AND CONVO **	3,000			2,695	305	
TRIVIA/BINGO	900			630	270	
MUSIC BY THE POOL	2,400			2,400	0	
MONTHLY ADD ON		FATHERS DAY*	2,100	2,100	0	
	SPRING BREAK	1,500	1,000	500		
	MOTHERS DAY*	2,500	2,500	0		
	HALLOWEEN DÉCOR CONT	250	229	21		
	VETERANS DAY	1,000	1,880	(880)		
	KIDPRENEUR	1,000	1,677	(677)		
	ADULT POOL PARTY*	1,000	0	1,000		
	BACK TO SCHOOL	1,000	0	1,000		
	HALLOWEEN ADULT PARTY*	1,500	0	1,500		
	DRIVE IN MOVIE	2,000	0	2,000		
	PHOTO W/ SANTA*	750	555	195		
	KIDS NYE	500	495	5		
	BREAKFAST W/ SANTA*	750	687	63		
	TREE LIGHTING	500	180	320		
	LUMINARY	150	141	9		
	HALLMARK MOVIE NIGHT	250	310	(60)		
CASINO NIGHT*	5,000		5,000			
		28,250	18,979	9,271		
	TOTAL	88,250	75,000	13,250		

EXHIBIT 2

Trout Creek CDD – Possible Community Amenity Expansion Survey

The CDD Board of Supervisors is exploring potential future amenity improvements to better serve your growing community. Many of the potential amenities being discussed and shown in this survey are based on requests, feedback and 2025 survey results received from residents. Only two responses per household, one per person, are permitted. The CDD is utilizing the property tax roll to confirm unique users.

These projects are conceptual planning ideas only and may take several years to plan, design, permit, and construct if pursued. Your feedback will help the Board better understand which amenities residents value most and what level of community investment residents may support.

Please note that the cost ranges presented in this survey are very preliminary planning estimates intended only to provide a general idea of potential project/ budget scale. Actual costs could change over time depending on a variety of factors, including but not limited to inflation, project scope, engineering requirements, permitting, market conditions, interest rates, funding sources and the timing of construction. Note that these components were not included in the master plan for the community and there is no expectation the master developer will contribute any money towards these improvements. The financing options are currently under evaluation.

Current preliminary planning range construction costs for the potential projects include:

- Pickleball Courts (4): approximately \$260,000 – \$450,000
- Full size Basketball Court: approximately \$200,000 – \$400,000
- Café / Pool Pavilion Snack Bar Expansion: approximately \$945,000 – \$1.74 million
- Second Pool (Located near Outpost): \$3 million to \$3.5 million

These amounts are exclusive of operational costs. List funding info/ options here from District Management:

Improvement	Construction Cost Estimate Range	Annual Debt Assessment (long-term assessment used to finance proposed improvement)*	Annual Operation and Maintenance (“O&M Assessment”) Increase Estimate**
Pickleball Courts			
Basketball Courts			
Food and Beverage Expansion			
Additional Pool			

*Assumes a 30-year tax exempt bond at a 5.30% interest rate, subject to change.

** Assumptions based on similar size projects for ongoing O&M Assessment impacts.

Please note that no decisions have been made and the Board has not approved the construction of any of these projects at this time. The purpose of this survey is solely to gather resident input to help guide future discussions and planning efforts.

Your input matters, this is your community! Thank you for taking a few minutes to share your feedback and help shape the future of your amenities.

Section 1 — Resident Information

1. Are you a current resident of Trout Creek CDD?

- Yes – Homeowner
- Yes – Renter
- No

2. Enter your first/last name and home address.

[Mandate information be entered to verify against assessment roll or the survey will not continue]

3. How many people live in your household?

- 1–2
- 3–4
- 5+

4. Age groups in your household (select all that apply).

- Children under 12
- Teens (13–17)
- Adults (18–54)
- Adults 55+

Section 2 — Potential New Amenities

5. Which potential amenity additions would you most like to see? Please rank your top choices in order of preference (1 = most desired).

- Pickleball courts
- Basketball court
- Expanded Kayak Café with hot food, outdoor pavilion bar, and expanded seating
- Second community pool (serenity pool near Outpost)
- None of the above
- All of the above

6. If pickleball courts were added, how often would your household likely use them?

- Weekly
- Monthly
- Occasionally
- Rarely / never

7. If a basketball court were added, how often would your household likely use it?

- Weekly
- Monthly
- Occasionally
- Rarely / never

8. If the Kayak Café was expanded to include hot food and more seating, how often would you use it?

- Weekly
- Monthly
- Occasionally
- Rarely / never

8a. If the Kayak Café were expanded, would you support offering beer and wine service, provided appropriate licensing and safeguards were in place?

- Yes
- No
- No opinion

9. If a second pool were added to reduce crowding, how valuable would this be to your household? (adult pool near Outpost)

- Very valuable
- Somewhat valuable
- Neutral
- Not valuable

Section 3 — Community Investment

10. If new amenities require additional community/ resident funding, are you willing to pay in a combination of construction costs and then ongoing operational costs PER YEAR: (select what applies)

- \$0

- \$1 - \$250
- \$251 - \$500
- \$501 - \$750
- \$750 - \$1000
- Whatever it takes

11. Please rank each project in order of priority ?

- Pickleball courts
- Basketball court
- Café expansion
- Second pool
- None
- Other (see Section 4)

Section 4 — Final Feedback

12. Any additional comments for the Board?

(Open response)

EXHIBIT 3

**TROUT CREEK CDD
ESTIMATED BOND SIZING**

ASSMT AREA & UNIT TYPE	COUNT	ERU	TOTAL ERUs	DEBT SERVICE PER UNIT	TOTAL DEBT SERVICE	PRINCIPAL PER UNIT	TOTAL PRINCIPAL
SERIES 2025 ASSMT AREA							
TOWNHOMES	243	0.5	121.5	\$130.14	\$31,625.10	\$1,604.83	\$389,974.79
SINGLE FAMILY 40'	288	0.8	230.4	\$208.23	\$59,970.57	\$2,567.74	\$739,507.74
SINGLE FAMILY 50'	410	1.0	410.0	\$260.29	\$106,718.46	\$3,209.67	\$1,315,964.30
SINGLE FAMILY 60'	231	1.2	277.2	\$312.35	\$72,152.09	\$3,851.60	\$889,720.25
SINGLE FAMILY 70'	185	1.4	259.0	\$364.40	\$67,414.83	\$4,493.54	\$831,304.28
SINGLE FAMILY 80'	69	1.6	110.4	\$416.46	\$28,735.90	\$5,135.47	\$354,347.46
SERIES 2018 ASSMT AREA							
TOWNHOMES	243	0.5	121.5	\$130.14	\$31,625.10	\$1,604.83	\$389,974.79
SINGLE FAMILY 40'	222	0.8	177.6	\$208.23	\$46,227.31	\$2,567.74	\$570,037.22
SINGLE FAMILY 50'	153	1.0	153.0	\$260.29	\$39,824.20	\$3,209.67	\$491,079.36
SINGLE FAMILY 60'	170	1.2	204.0	\$312.35	\$53,098.94	\$3,851.60	\$654,772.48
SINGLE FAMILY 70'	57	1.4	79.8	\$364.40	\$20,771.06	\$4,493.54	\$256,131.59
SERIES 2020 ASSMT AREA							
TOWNHOMES	235	0.5	117.5	\$130.14	\$30,583.95	\$1,604.83	\$377,136.11
SINGLE FAMILY 40'	51	0.8	40.8	\$208.23	\$10,619.79	\$2,567.74	\$130,954.50
SERIES 2022 ASSMT AREA							
TOWNHOMES	58	0.5	29.0	\$130.14	\$7,548.38	\$1,604.83	\$93,080.40
SINGLE FAMILY 50'	167	1.0	167.0	\$260.29	\$43,468.25	\$3,209.67	\$536,014.73
TOTAL	2,782		2,498.7		\$650,383.92		\$8,020,000.00

Bond Assumptions

Assessments	\$650,384
CAPI Term (Months)	6
Interest Rate	5.125%
Term	20
DSRF (% of MADS)	100%

Par \$8,020,000

Less:

DSRF \$650,384
CAPI \$205,513
COI \$160,400

Net Bond Proceeds \$7,003,704

**TROUT CREEK CDD
ESTIMATED BOND SIZING**

ASSMT AREA & UNIT TYPE	COUNT	ERU	TOTAL ERUs	DEBT SERVICE PER UNIT	TOTAL DEBT SERVICE	PRINCIPAL PER UNIT	TOTAL PRINCIPAL
SERIES 2025 ASSMT AREA							
TOWNHOMES	243	0.5	121.5	\$185.89	\$45,170.27	\$2,292.19	\$557,002.64
SINGLE FAMILY 40'	288	0.8	230.4	\$297.42	\$85,656.22	\$3,667.51	\$1,056,242.05
SINGLE FAMILY 50'	410	1.0	410.0	\$371.77	\$152,426.42	\$4,584.38	\$1,879,597.39
SINGLE FAMILY 60'	231	1.2	277.2	\$446.13	\$103,055.13	\$5,501.26	\$1,270,791.21
SINGLE FAMILY 70'	185	1.4	259.0	\$520.48	\$96,288.89	\$6,418.14	\$1,187,355.42
SINGLE FAMILY 80'	69	1.6	110.4	\$594.83	\$41,043.60	\$7,335.01	\$506,115.98
SERIES 2018 ASSMT AREA							
TOWNHOMES	243	0.5	121.5	\$185.89	\$45,170.27	\$2,292.19	\$557,002.64
SINGLE FAMILY 40'	222	0.8	177.6	\$297.42	\$66,026.67	\$3,667.51	\$814,186.58
SINGLE FAMILY 50'	153	1.0	153.0	\$371.77	\$56,881.08	\$4,584.38	\$701,410.73
SINGLE FAMILY 60'	170	1.2	204.0	\$446.13	\$75,841.44	\$5,501.26	\$935,214.31
SINGLE FAMILY 70'	57	1.4	79.8	\$520.48	\$29,667.39	\$6,418.14	\$365,833.83
SERIES 2020 ASSMT AREA							
TOWNHOMES	235	0.5	117.5	\$185.89	\$43,683.18	\$2,292.19	\$538,665.11
SINGLE FAMILY 40'	51	0.8	40.8	\$297.42	\$15,168.29	\$3,667.51	\$187,042.86
SERIES 2022 ASSMT AREA							
TOWNHOMES	58	0.5	29.0	\$185.89	\$10,781.38	\$2,292.19	\$132,947.13
SINGLE FAMILY 50'	167	1.0	167.0	\$371.77	\$62,085.89	\$4,584.38	\$765,592.11
TOTAL	2,782		2,498.7		\$928,946.11		\$11,455,000.00

Bond Assumptions

Assessments	\$928,946
CAPI Term (Months)	6
Interest Rate	5.125%
Term	20
DSRF (% of MADS)	100%

Par \$11,455,000

Less:

DSRF \$928,946
CAPI \$293,534
COI \$229,100

Net Bond Proceeds \$10,003,420

**TROUT CREEK CDD
ESTIMATED BOND SIZING**

ASSMT AREA & UNIT TYPE	COUNT	ERU	TOTAL ERUs	DEBT SERVICE PER UNIT	TOTAL DEBT SERVICE	PRINCIPAL PER UNIT	TOTAL PRINCIPAL
SERIES 2025 ASSMT AREA							
TOWNHOMES	243	0.5	121.5	\$106.38	\$25,849.84	\$1,580.82	\$384,139.75
SINGLE FAMILY 40'	288	0.8	230.4	\$170.20	\$49,018.96	\$2,529.32	\$728,442.79
SINGLE FAMILY 50'	410	1.0	410.0	\$212.76	\$87,229.92	\$3,161.64	\$1,296,274.06
SINGLE FAMILY 60'	231	1.2	277.2	\$255.31	\$58,975.94	\$3,793.97	\$876,407.73
SINGLE FAMILY 70'	185	1.4	259.0	\$297.86	\$55,103.78	\$4,426.30	\$818,865.81
SINGLE FAMILY 80'	69	1.6	110.4	\$340.41	\$23,488.25	\$5,058.63	\$349,045.50
SERIES 2018 ASSMT AREA							
TOWNHOMES	243	0.5	121.5	\$106.38	\$25,849.84	\$1,580.82	\$384,139.75
SINGLE FAMILY 40'	222	0.8	177.6	\$170.20	\$37,785.45	\$2,529.32	\$561,507.98
SINGLE FAMILY 50'	153	1.0	153.0	\$212.76	\$32,551.65	\$3,161.64	\$483,731.54
SINGLE FAMILY 60'	170	1.2	204.0	\$255.31	\$43,402.20	\$3,793.97	\$644,975.39
SINGLE FAMILY 70'	57	1.4	79.8	\$297.86	\$16,977.92	\$4,426.30	\$252,299.20
SERIES 2020 ASSMT AREA							
TOWNHOMES	235	0.5	117.5	\$106.38	\$24,998.82	\$1,580.82	\$371,493.18
SINGLE FAMILY 40'	51	0.8	40.8	\$170.20	\$8,680.44	\$2,529.32	\$128,995.08
SERIES 2022 ASSMT AREA							
TOWNHOMES	58	0.5	29.0	\$106.38	\$6,169.92	\$1,580.82	\$91,687.68
SINGLE FAMILY 50'	167	1.0	167.0	\$212.76	\$35,530.24	\$3,161.64	\$527,994.56
TOTAL	2,782		2,498.7		\$531,613.17		\$7,900,000.00

Bond Assumptions

Assessments	\$531,613
CAPI Term (Months)	6
Interest Rate	5.30%
Term	30
DSRF (% of MADS)	100%

Par \$7,900,000

Less:

DSRF \$531,613
CAPI \$209,350
COI \$158,000

Net Bond Proceeds \$7,001,037

**TROUT CREEK CDD
ESTIMATED BOND SIZING**

ASSMT AREA & UNIT TYPE	COUNT	ERU	TOTAL ERUs	DEBT SERVICE PER UNIT	TOTAL DEBT SERVICE	PRINCIPAL PER UNIT	TOTAL PRINCIPAL
SERIES 2025 ASSMT AREA							
TOWNHOMES	243	0.5	121.5	\$151.96	\$36,926.01	\$2,258.17	\$548,736.34
SINGLE FAMILY 40'	288	0.8	230.4	\$243.13	\$70,022.65	\$3,613.08	\$1,040,566.69
SINGLE FAMILY 50'	410	1.0	410.0	\$303.92	\$124,606.28	\$4,516.35	\$1,851,702.89
SINGLE FAMILY 60'	231	1.2	277.2	\$364.70	\$84,246.00	\$5,419.62	\$1,251,931.80
SINGLE FAMILY 70'	185	1.4	259.0	\$425.48	\$78,714.70	\$6,322.89	\$1,169,734.26
SINGLE FAMILY 80'	69	1.6	110.4	\$486.27	\$33,552.52	\$7,226.16	\$498,604.87
SERIES 2018 ASSMT AREA							
TOWNHOMES	243	0.5	121.5	\$151.96	\$36,926.01	\$2,258.17	\$548,736.34
SINGLE FAMILY 40'	222	0.8	177.6	\$243.13	\$53,975.79	\$3,613.08	\$802,103.49
SINGLE FAMILY 50'	153	1.0	153.0	\$303.92	\$46,499.42	\$4,516.35	\$691,001.32
SINGLE FAMILY 60'	170	1.2	204.0	\$364.70	\$61,999.22	\$5,419.62	\$921,335.09
SINGLE FAMILY 70'	57	1.4	79.8	\$425.48	\$24,252.64	\$6,322.89	\$360,404.61
SERIES 2020 ASSMT AREA							
TOWNHOMES	235	0.5	117.5	\$151.96	\$35,710.34	\$2,258.17	\$530,670.95
SINGLE FAMILY 40'	51	0.8	40.8	\$243.13	\$12,399.84	\$3,613.08	\$184,267.02
SERIES 2022 ASSMT AREA							
TOWNHOMES	58	0.5	29.0	\$151.96	\$8,813.62	\$2,258.17	\$130,974.11
SINGLE FAMILY 50'	167	1.0	167.0	\$303.92	\$50,754.27	\$4,516.35	\$754,230.20
TOTAL	2,782		2,498.7		\$759,399.32		\$11,285,000.00

Bond Assumptions

Assessments	\$759,399
CAPI Term (Months)	6
Interest Rate	5.30%
Term	30
DSRF (% of MADS)	100%

Par \$11,285,000

Less:

DSRF	\$759,399
CAPI	\$299,053
COI	\$225,700

Net Bond Proceeds \$10,000,848

EXHIBIT 4

RESOLUTION 2025-13

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

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

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

WHEREAS, the Board of Supervisors (“**Board**”) finds that it is in the best interests of the District to adopt by resolution the *Policy for Improvements within Trout Creek Community Development District Easement*, including rates, charges and fees (“**Easement Variance Policy**”) related thereto, as set forth at **Exhibit A**, for immediate use and application; and

WHEREAS, the Board further finds that the adoption of the Easement Variance Policy and imposition of the rates, charges, and fees is necessary in order to provide for the expenses associated with reviewing and processing applications for easement variances and is in the best interests of the District; and

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

WHEREAS, the Board has complied with applicable Florida law concerning rule development and adoption, including holding the requisite public hearing.

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

SECTION 1. The attached Easement Variance Policy is hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Easement Variance Policy shall stay in full force and effect until such time as they are otherwise amended by the Board.

SECTION 2. The fees in **Exhibit A** are just and equitable and have been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

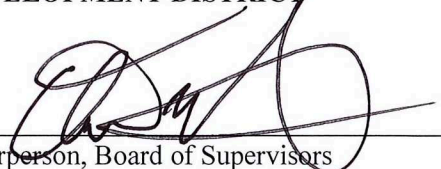
PASSED AND ADOPTED this 20th day of August 2025.

ATTEST:

**TROUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**



Secretary/Assistant Secretary



Chairperson, Board of Supervisors

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

Exhibit A

Policy for Improvements within Trout Creek Community Development District Easements

Effective: _____

1. If a resident desires to install improvements within a Trout Creek Community Development District (“District”) Easement, the resident must:
 - a. Submit a written variance request to the District Manager or his or her designee prior to commencement of such installation. The request must be made by the owner of the property and must contain, at a minimum, the following information:
 - i. The contact information of the person making the variance request;
 - ii. The lot number or street address of the lot on which the improvement is to be installed;
 - iii. A description of the improvement(s) to be installed;
 - iv. A diagram showing the proposed location of the improvement(s); and
 - v. The requested commencement date of the installation of said improvement(s).
 - b. Pay a non-refundable application fee of **\$150.00** to offset the cost of processing the variance request. Additional fees may be required if external consultants or special reviews are needed.
2. The District Engineer shall review the variance request to determine if the proposed improvement(s) would have a negative impact on any District improvements, including the stormwater management system. Such review may include, in the District Engineer’s discretion, conducting an in-person site inspection. The District Engineer shall recommend one of the following actions:
 - a. Approve the variance request, with or without conditions; or
 - b. Deny the variance request.
3. If the District Engineer recommends approving the request, District staff shall coordinate execution of a variance agreement in substantially the form attached hereto as **Attachment A**, with such revisions as may be deemed necessary and approved by District Counsel, in consultation with District staff. The District reserves the right to deny any request, even if recommended for approval by the District Engineer, if other considerations warrant such denial. 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.
4. If the District Engineer recommends denying the request, District staff shall notify the applicant that the variance request was denied and that the proposed improvements may not be installed within the District Easement(s).
5. There shall be no requirement to bring the variance request before the Board of Supervisors for approval, unless extraordinary circumstances warrant Board consideration.
6. The District’s approval of a variance request constitutes approval from the District only. The resident is responsible for obtaining any other necessary approvals, permits and authorizations, including but

not limited to approvals from any homeowners' association, St. Johns County, and any other entities having an interest in the property, as applicable.

7. If improvements are constructed within a District Easement without prior approval, including improvements that exceed the scope of any prior approval, the District reserves the right to require the resident to remove, relocate, or modify the improvement(s) at the resident's sole expense. If the resident is unresponsive to the District's requests, the District may remove said improvement(s) on its own and charge the resident the cost of said removal. The District also reserves the right to take any appropriate legal action to enforce its rights under this policy or to collect any costs due.
8. If improvements are constructed with approval within a District Easement but at some point, in the future, said improvements threaten the health, safety or welfare of residents or District improvements, the District will make every reasonable effort to contact the landowner to work to resolve the issues but may, in its reasonable discretion, modify or remove the landowner's improvements immediately to protect said interests.

Attachment A
Form of Variance Agreement

After recording, please return to:
Trout Creek Community Development District
c/o District Manager
3434 Colwell Avenue, Suite 200
Tampa, FL 33614

Parcel Identification No.: _____

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

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

WITNESSETH:

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

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

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

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

NOW, THEREFORE, 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. **Easement for Improvements Installation & Maintenance; Limitation.** Subject to the terms of this Agreement, the District hereby grants Owner the right, privilege, and permission to install and maintain removable Improvements on the Easement Area.
3. **Owner Responsibilities.** The Owner has the following responsibilities:
 - a. The Owner shall be fully responsible for the installation and maintenance of the Improvements.
 - b. The Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).

- c. District, by entering into this Agreement, does not represent that District has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work (including but not limited to any approvals of any applicable homeowners' association as well as any other necessary legal interests and approvals).
- d. The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of District or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the District for such repairs, at the District's option.
- e. Owner's exercise of rights hereunder shall not interfere with District's rights under the Easement. For example, if the Improvements include a fence, such fence shall be installed within the Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culvert pipe that may be located within the Easement, or any utilities within the Utility Easement. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall, at Owner's sole expense, pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements and shall provide written documentation of such marking to the District prior to beginning any work.
- f. Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements and agrees to maintain the Improvements in good condition.
- g. Additionally, the Owner shall keep the Easement Area free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.

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

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

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

“Owner” is used herein, it shall be deemed to mean the current owner of the Property and its successors and assigns.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT 5

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.
- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.
- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.

- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
 - Initial watering will be provided upon installation;
 - Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
 - Hand-watering by garden hose from a private water source on-site is \$60.00 per hour.
 - Hand-watering by hose from a metered public source (hydrant) is \$70.00 per hour.
 - Tank-truck watering, from a metered public source (hydrant), is \$100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

Additional watering: YES _____ NO _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor’s processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner’s invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me. Thank you.

Acceptance of Proposal:

jessica.knutelsky@fsresidential.com

Ruppert Landscape LLC

Kyle Carasea

904-504-7403 cell

kcarasea@ruppertcompanies.com

Date: _____



January 09, 2026

322 Paseo Reyes Drive
 St. Augustine , FL 32095

Attn: Jessica.jessica.knutelsky@fsresidential.com

Re: Sod removal on dirt mounds

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Landscape Enhancement at **Trout Creek CDD Phase 2**. Specifically, the scope of work shall be as described here in.

Scope of Work: This proposal is to remove the damaged sod from the dirt mounds.

Materials:

Description	Quantity	UM/Size
St Augustine sod	18	Pallets

Miscellaneous:

Description
Grade/ Demo

Total price* : \$11,377 _____ Initial

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The

Ruppert Landscape, Inc.
 2105 Harbor Lake Drive ■ Fleming Island, FL 32003
 Office 904-778-1030 ■ Fax 301-482-0303 ■ www.ruppertlandscape.com

customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.

- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.
- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.

- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
 - Initial watering will be provided upon installation;
 - Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
 - Hand-watering by garden hose from a private water source on-site is \$60.00 per hour.
 - Hand-watering by hose from a metered public source (hydrant) is \$70.00 per hour.
 - Tank-truck watering, from a metered public source (hydrant), is \$100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

Additional watering: YES _____ NO _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.

- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.
- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me.
Thank you.

Acceptance of Proposal:

jessica.knutelsky@fsresidential.com

Ruppert Landscape LLC

Kyle Carasea

813-293-0587 cell

kcarasea@ruppertcompanies.com

Date: _____



March 12, 2026

322 Paseo Reyes Drive
 St. Augustine , FL 32095

Attn: Jessica Jessica Knutelsky

Re: Hill obstruction plantings

Ruppert Landscape proposes to furnish all materials, labor, and equipment necessary to perform the following Landscape Enhancement at **Trout Creek CDD Phase 2**. Specifically, the scope of work shall be as described here in.

Scope of Work: This proposal is to block the hills in falls park from bike traffic, but also to create an aesthetic appearance.

Podocarpus Hedge

Plants

Plant Description	Quantity	UM/Size
Podocarpus	70	15 gal

Hard Materials

Description	Quantity	UM/Size
Pine Straw	20	Quantity

Miscellaneous

Description
Demo/ Grade
Irrigation head re route

Total price for Podocarpus Hedge: \$14,852 _____ Initial

Trees and Boulders

Plants

Plant Description	Quantity	UM/Size
Crape Myrtle	3	30 gal
Live Oak	4	30 gal

Hard Materials

Description	Quantity	UM/Size
Pine Straw	20	Quantity

Miscellaneous

Description
Demo/ Grade
Irrigation head re route

Total price for Trees and Boulders: \$11,699 _____ Initial

Podocarpus and Trees

Plants

Plant Description	Quantity	UM/Size
Podocarpus	70	15 gal
Crape Myrtle	3	30 gal
Live Oak	4	30 gal

Hard Materials

Description	Quantity	UM/Size
Pine Straw	20	Quantity

Miscellaneous

Description
Demo/ Grade
Irrigation head re route

Total price for Podocarpus and Trees: \$18,828 _____ Initial

- Installation of plant material, sod, and seed shall be in accordance with generally excepted state/local industry specifications and guidelines.
- Proposal is based on Ruppert Landscape completing the full scope of work in one mobilization, unless otherwise indicated.
- Ruppert Landscape will contact the appropriate Utility Locate service for the project area and have all major utilities located prior to the start of our work. The customer will be responsible for locating any private utilities on the property such as site lighting and irrigation systems.

- Ruppert Landscape is not liable for damage to, or resulting from, undisclosed subsurface utilities and structures that are not properly identified. If hand digging is required to avoid utilities, Ruppert Landscape will notify the customer immediately and bill for the additional costs on a time and materials basis.
- Proposal is based on reasonable access to all areas by construction equipment such as backhoes and skidsteer loaders. If access is restricted, Ruppert Landscape will notify the customer immediately and will bill for additional costs on a time and materials basis.
- Proposal is based on all work areas being free of major subsurface obstructions such as rock, hardpan, clay, water, contaminated soils and miscellaneous construction debris that conflict with the completion of our work. If hidden obstructions are encountered, Ruppert Landscape will notify the customer immediately and will bill the additional costs incurred on a time and materials basis.

- Ruppert Landscape will not be responsible for damages to existing landscape or structures due to actions or conditions beyond our control including but not limited to: Acts of God, weather, neglect, vandalism, theft, etc.
- Proposal based on receiving curb lane access provided by Owner/General Contractor as may be required for Ruppert Landscape installations.
- All newly installed plant material shall be covered by a one time, six month replacement warranty, which does not cover acts of God or vandalism, and is contingent upon proper watering and maintenance being provided for by the owner.
 - Initial watering will be provided upon installation;
 - Subsequent watering is to be provided by the property owner unless preapproved by the owner as an additional service to be billed on a time plus material basis, at the rates noted below.
 - Hand-watering by garden hose from a private water source on-site is \$60.00 per hour.
 - Hand-watering by hose from a metered public source (hydrant) is \$70.00 per hour.
 - Tank-truck watering, from a metered public source (hydrant), is \$100 per hour.

Subsequent watering will be provided by Ruppert Landscape on a time and materials basis according to the above-provided rates which supersede all previously provided rates. Frequencies and schedules will be determined by site conditions.

Additional watering: YES _____ NO _____

Terms and Conditions

- Pricing does not include state and local taxes but will be invoiced where applicable.
- Payment shall be requisitioned upon completion of each rotation and be due, in full, within fifteen (15) days.
- Owner agrees to pay for any direct or indirect fees or set-up costs related to the Contractor's processing of invoices through a third-party servicer, with any

such fees or costs being added to the Owner's invoice as an additional sum owed to the contractor.

- A late charge of 1.5% per month will be charged on all amounts 30 days past due. A \$30 fee will apply to any returned check. Should Owner choose to pay by credit card, third-party fees associated with this payment type will be covered by the addition of a Convenience Fee, which shall be added to the total transaction amount (the current Convenience Fee is 3.0%). We recommend making payments via check or via ACH, as neither of these forms of payment have any additional costs associated. In addition, ACH offers many of the same conveniences as paying by credit card, but without the added cost.
- This proposal shall only be valid for Thirty (30) days. After that time unit prices will need to be readjusted.
- If this proposal meets your approval, please sign and return one copy.

My contact information is shown below. If you have any questions please contact me.
Thank you.

Acceptance of Proposal:

Jessica Knutelsky

Ruppert Landscape LLC

Kyle Carasea

904-504-7403 cell

kcarasea@ruppertcompanies.com

Date: _____

EXHIBIT 6

**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

[_____], 2026

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

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DEFINITIONS

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

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

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

“Board of Supervisors” or “Board” – Shall mean the Trout Creek Community Development District’s Board of Supervisors.

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

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

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

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

“District” – Shall mean the Trout Creek Community Development District.

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

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

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

“District Property” – Shall mean lands owned by the District.

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

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

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

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

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

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

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

ANNUAL USER FEE STRUCTURE

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

DISTRICT FACILITY ACCESS

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

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

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

TENANT PRIVILEGES

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

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

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

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

GENERAL DISTRICT FACILITY PROVISIONS

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

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

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

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

GENERAL DISTRICT FACILITIES USAGE POLICY

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

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

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

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

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

FREE-RANGE BIRD'S NEST FOR CHILDREN

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

1. Children in the Bird's Nest remain solely the Patron's responsibility at all times. The District, its Board of Supervisors, officers, employees, agents, contractors, and Amenity Management (collectively, "District Parties") shall not be liable for and are not responsible for any injuries, accidents, losses, or damages sustained in the Bird's Nest. By allowing their children to use the Bird's Nest, Patrons acknowledge and assume all risks associated with such use.

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

SWIMMING POOLS, TOWER SLIDE, AND LAZY RIVER POLICIES

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

HOURS OF OPERATION:

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

POOL RULES AND REGULATIONS

1. Food and beverages are prohibited in the pool and on the pool wet deck area. Pool wet deck area is defined as the four (4) foot wide unobstructed pool deck area around the outside of the pool water perimeter.
2. No glass or animals are allowed in the pool area (or tennis gates).
3. All Patrons must use their assigned Patron Identification upon entering the pool areas.
4. Proper swim attire must be worn in the pool.
5. No denim or cotton shorts permitted.
6. Personal visual or audio devices are not permitted unless they are equipped with headphones.

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

FECES POLICY FOR ALL SWIMMING AND WADING POOLS

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

ADA CHAIR LIFT USAGE POLICY

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

WEATHER POLICY

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

AQUATIC TOY AND RECREATIONAL FLOATATION DEVICE POLICY

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

LAZY RIVER POLICIES

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

TOWER SLIDE SPECIFIC POLICIES

1. When a lifeguard or Pool Attendant is stationed at the bottom of the slide in the water, children must be at least forty-two inches (42") tall to ride the slide. When a lifeguard or Pool Attendant is not stationed in the water, children must be at least forty-eight inches (48") tall to ride the slide.
2. Height and weight restrictions will be judged at the sole discretion of the lifeguard, Pool Attendant, or Amenity Management.
3. For everyone's safety, refrain from standing at the bottom of the slide.
4. Only one person may use the slide at a time.
5. Only one person may be on the top of the slide at a time.

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

WATER WALKING POLICIES

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

without advance notice when necessary to ensure user safety.

FITNESS LODGE POLICIES

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

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

GROUP FITNESS ROOM

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

TENNIS FACILITY POLICIES

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

16. No vehicles or animals are allowed on the tennis courts.

RENTAL OF DESIGNATED DISTRICT FACILITIES

1. Various locations, outlined in Addendum B, are to be used on a first come, first serve basis. However, several locations are required to be rented for exclusive use.
2. The rentals of these locations are for Patron use only.
3. The District Facilities' grills must be cleaned after each use.
4. Patrons must take all trash with them when leaving.
5. The rental of District Facilities is available only during designated hours (attached).
6. Additional guidelines and information on the District Facilities rental can be found in Addendum B.
7. The District has the authority to reserve certain areas that are not able to be reserved by Patrons for programming purposes.
8. **Facility Alcohol Policy.** The following regulations apply to Patrons intending to serve alcohol at the Amenity Center:
 - a. Patrons intending to serve alcohol must indicate such intent on the Facility Use Permit at the time of application submission. Any Patron who does not indicate such intent at the time the application is submitted shall not be permitted to serve alcohol. All alcohol service must comply with Florida Statutes Chapter 562 and applicable local ordinances.
 - b. Alcoholic beverages are only permitted in the Kayak Club and Pavilion areas.
 - c. Glass containers are prohibited outside.
 - d. Event Liability Insurance, including liquor liability coverage, shall be required for all events where alcoholic beverages are served, in the following amounts:
 - i. Commercial General Liability insurance with Property Damage coverage in an amount not less than \$250,000 per occurrence
 - ii. The person or entity holding the event agrees to indemnify, defend, and hold harmless the District, its officers, supervisors, agents, and employees from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity for injuries, death, property damage, or damages of any nature, arising out of or in connection with the event wherein alcohol is provided or served, including reasonable attorneys' fees and costs through all trial and appellate proceedings.
 - iii. Patrons agree that such indemnification shall not constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, *Florida Statutes*.

RENTAL OF OUTPOST POLICIES

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

SHEARWATER LANDING AND KAYAK LAUNCH POLICIES

1. All posted rules must be followed.
2. Open from Dawn to Dusk.

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

BARBEOUE GRILL POLICIES

1. Patrons shall check-in with Management staff prior to using the Shearwater community grills.
2. Management staff will provide a key to turn on the grill and answer any questions regarding the operation of such grill.
3. Grills are only available for use, on a first-come, first-served basis, to individuals eighteen (18) years and older who have the general, operational knowledge of barbeque grills.
4. Patrons shall comply with the following rules when operating a community grill:
 - a. Community grills shall not be left unattended at any time while in use;
 - b. Please be courteous and share the community grill area;
 - c. Clean up all trash and other debris generated during the use of community grill and deposit the same in appropriate trash receptacles;
 - d. Clean the grill(s), counter space(s), and picnic table(s) after use, with cleaners provided in the cabinets underneath the community grills;
 - e. Glass and other breakable items are not permitted in the community grill area.
 - f. The District reserves the right to seek reimbursement for costs related to the violation of any of the above policies or for a failure to return any rental items within twenty-four (24) hours.

POND POLICIES

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

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

FISHING POLICIES

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

1. Fishing from the Fishing Ponds is permissible only from the banks and is permitted only for District residents and their authorized guests. We ask that you respect your fellow neighbors and access the Fishing Ponds through the proper access points. Accessing private property without permission may result in legal action by the property owner, including potential trespass charges by local law enforcement, and other penalties including, but not limited to, suspension of amenity privileges pursuant to the District's adopted policies.
2. Fishing in the Fishing Ponds is at your own risk. The District, to the fullest extent permitted by law, disclaims liability for any loss, damage, or injury to any person or property arising out of the use of the Fishing Ponds. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
3. Parking on any grassed area near the Fishing Ponds is prohibited, and parking on county roadways is subject to county code and regulations and done at your own risk.
4. Catch and release is required. The Fishing Ponds are stormwater retention ponds designed to capture and retain contaminants. Fish caught in the Fishing Ponds shall not be consumed due to potential contamination from stormwater runoff.
5. Patrons are responsible for complying with all State of Florida licensing requirements and other applicable laws and regulations for fishing, including but not limited to those established by the Florida Fish and Wildlife Conservation Commission. Information regarding licensing requirements can be found at MyFWC.com or by contacting the Florida Fish and Wildlife Conservation Commission.
6. Children under 12 years of age must be accompanied and directly supervised by a responsible adult (18 years or older) when fishing.
7. Do not leave fishing poles, lines, equipment or bait unattended.
8. Ensure all litter and waste is properly disposed of. Items such as discarded fishing line, lures, and tackle pose serious risks to wildlife. Residents are encouraged to act as responsible environmental stewards while enjoying District amenities.
9. Please be aware of wildlife, including alligators and snakes, and exercise caution when using the Fishing Ponds. Do not feed wildlife.

PARKS, EVENT LAWN, AND PLAYGROUND POLICIES

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

DOG PARK POLICIES

1. Please note that the Dog Park is an unattended facility and persons using the Dog Park do so at their own risk. The District, to the fullest extent permitted by law, disclaims liability for injuries or damages arising from use of the Dog Park. This provision does not waive the District's sovereign immunity under Section 768.28, Florida Statutes.
2. All Patrons and Guests using the Dog Park are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rule of the District. Any disregard or violation of these policies or misuse or destruction of Dog Park facilities or equipment may result in suspension or termination of Dog Park or Amenity Facility privileges, subject to the procedures set forth in these policies. The District reserves the right to seek reimbursement for damages. Guests may use the Dog Park only if accompanied by and under the supervision of a Patron who assumes responsibility for the Guest's compliance with all Dog Park policies.
3. Dog Park is open from dawn to dusk.
4. The District reserves the right to close the Dog Park or sections of the Dog Park for any reason including maintenance, mowing, severe weather conditions, special events, or for any other health, safety and danger issues.
5. Food, alcoholic beverages and glass containers are prohibited in the Dog Park area.
6. Only dogs are allowed in the Dog Park area; all other pets are prohibited from the Dog Park area.
7. Dogs shall be on leash at all times unless in designated "off-leash" areas.
8. Patrons shall always supervise their dogs and shall not leave their dogs unattended at the Dog Park.
9. Dogs exhibiting aggressive behavior are prohibited.
10. All spiked collars are prohibited in the Dog Park.
11. Owners shall supervise the dogs to ensure dogs do not dig or damage any portion of the Dog Park.
12. Dogs under four (4) months old, in heat, with fleas or other contagious skin conditions, or otherwise ill are prohibited from the Dog Park.
13. Dogs shall be up-to-date on vaccinations prior to entering the Dog Park and shall have current rabies vaccination tags as required by Florida law and applicable local ordinances affixed to their collars at all times.

TRAIL POLICIES

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

- Horses
- Feeding animals
- Hunting
- Camping
- Cooking
- Smoking
- Fires

GOLF CART USAGE WITHIN SHEARWATER

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

COMMUNITY GARDEN POLICIES

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

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

may not come into the garden while under the influence of alcohol or illegal substances. No illegal substances may be grown in the garden. Notwithstanding the foregoing, the District may allow alcohol consumption in the Garden during District-sponsored events.

12. **Suspension of Privileges:** Gardeners may lose their rights to participate in the Garden if they fail to comply with these Garden Policies. The District may also provide written notice to the Gardener of the Gardener's failure to comply with any of the Garden Policies (the "Violation Notice"). The Gardener will have five (5) business days from receipt of the Violation Notice to correct the violation. If the violation is not corrected to the District's satisfaction within five (5) days after the District delivers the Violation Notice, the District may, at its discretion, terminate the Gardener's right to participate in the Garden.

NANNY/AU PAIR/CAREGIVER POLICY:

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

GRANDPARENT POLICY:

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

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

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

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

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

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

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

Any Patron, Guest, or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the District, either on or off the District Facilities' premises, District Facilities' premises, shall do so at his or her own risk, and shall indemnify, defend, and hold harmless the District, the Board, the District Manager, Amenity

Management, and their respective employees, representatives, and agents from and against any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission of the District, the Board, the District Manager, Amenity Management, and their respective employees, representatives, and agents.

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

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

INDEMNIFICATION

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

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

SUSPENSION AND TERMINATION OF ADULT PRIVILEGES

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

NATURAL BUFFER AREAS POLICY STATEMENT

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

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

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

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

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

ACKNOWLEDGEMENT

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

Print Name: _____

Address: _____

Signature: _____

Amenity and Guest Fees - Addendum A

Non-Resident Annual User Fee	\$5,000 Per Person
Additional or Lost Patron Identification	\$30 Per Card/Fob
Renter Privileges	\$30 Per Card/Fob

Guest Privileges	Restrictions	Pass Privileges
<p>Daily Guest Pass-</p> <ul style="list-style-type: none"> • 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 • 	<ul style="list-style-type: none"> • Patron will need to sign in and accompany their guests at the pool gate 	<ul style="list-style-type: none"> • Use of pools, fitness, and tennis facilities. • Excludes Bird's Nest
<p>Weekly Houseguest Pass</p> <ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • 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. 	<ul style="list-style-type: none"> • Includes use of pools, fitness and tennis facilities;

Rental Fees - Addendum B

<u>Facility</u>	<u>Deposit</u>	<u>Patron Rate</u>	<u>Other</u>
Kayak Club Room Monday - Thursday	\$205 \$505 if alcohol is served – Additional proof of insurance required	\$85 per hour Min. 2 hr. rental Max 4 hrs	<ul style="list-style-type: none"> • Patrons may make reservations up to six months in advance • This rental does not allow guests to utilize the pool, Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 75 persons
Kayak Club Room Friday, Saturday and Sunday Saturday and Sunday	\$205 \$505 if alcohol is served – Additional proof of general liability insurance with minimum coverage of \$1,000,000 per occurrence naming the District as an additional insured is required when alcohol is served. insurance required.	\$125 per hour Min. 2 hr. rental Max. 4 hrs	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Patrons may make reservations up to six months in advance • Up to 15 guests allowed entry to the pool when approved in writing by the Resident Services Coordinator in his or her sole discretion • This rental does not allow guests to utilize the Fitness Lodge or tennis courts. • Not available on designated holiday weekends • Maximum Occupancy: 20 persons
Kayak Outpost	\$205	\$100 per hour Min. 2 hr rental Max 4 hrs	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • Garden beds may be rented on an annual basis (if available)

Promotional Rates			<ul style="list-style-type: none"> • To best serve its residents, the District may, in accordance with its rules, at times offer short-term promotion rates and services associated with the use of the District Facilities.
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Rental Fees - Addendum B

1. Rental Guidelines

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

2. Holiday Rentals are not available on the following:

- a. Designated Holidays:
 - i. Christmas Eve
 - ii. Christmas Day
 - iii. Thanksgiving
 - iv. Independence Day
 - v. Memorial Day
 - vi. Labor Day
 - vii. Easter
 - viii. New Year's Eve
 - ix. New Year's Day
 - x. Specific Federal Holiday weekends based on availability

3. Reoccurring Rentals

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

4. Deposits & Damages

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

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

5. Cancellations

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

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

Suspension and Termination of District Facility Privileges- Addendum C

DISCIPLINARY PROCEDURES

1. Grounds for Suspension or Termination

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

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

2. Progressive Discipline

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

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

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

The following progressive discipline process applies to all Patrons and Guests, including both adults (18 years of age or older) and minors (under 18 years of age). Parents and legal guardians are responsible for the conduct of their minor children at all times and may be held accountable under this policy for violations committed by a minor in their

charge. Conduct listed in Section 3 bypasses this three-step sequence and is addressed directly under that section; however, once served, an immediate suspension under Section 3 counts as one offense in this progressive sequence. If a first-offense written notice is already on file, the completed immediate suspension is recorded as a second offense, and any subsequent violation, whether under this Section or Section 3, will proceed at the next step in the sequence.

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

3. Immediate Suspension & Removal

This Section operates independently of the progressive discipline process in Section 2. No prior offense history, written warning, or notice is required. Any Patron or Guest who engages in the conduct described below is subject to immediate removal from District Facilities and suspension of no less than seven (7) days, regardless of whether they have any prior offenses on file. The Board Chair, District Manager, and Community Director each have independent authority to impose an immediate suspension under this Section.

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

- a. Physical assault, battery, or fighting; threatening or menacing conduct toward any person on District property; verbal assault or the direct threat of physical harm directed at District Staff, another Patron, or any Guest;
- b. Use of profanity, slurs, or harassing language directed at District Staff, another Patron, or any Guest in an aggressive or threatening manner;
- c. Harm or threat of harm to District Facilities, equipment, or property, including but not limited to destruction or vandalism;
- d. Willful and repeated refusal to comply with a lawful, direct instruction from the Board Chair, District Manager, Community Director, or Amenity Management staff, after having been given a clear opportunity to comply; or
- d. Entering or using District Facilities while visibly intoxicated or under the influence of illegal substances, or possessing alcohol outside of areas designated for alcohol consumption.

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

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

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

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

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

4. Identification of Offenders

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

- a. *Identified Offenders*: If the individual who committed the offense is positively identified, discipline shall be applied solely to that individual in accordance with the applicable section.
- b. *Unidentified Offenders within a Household*: If District and/or Amenity Management can confirm that an offense was committed by someone residing in or visiting a specific

household but cannot identify the specific individual, the District Facility privileges of the entire household will be suspended until the next Board of Supervisors meeting. The suspension will remain in effect unless and until the household identifies the specific offending individual to Management, at which time the suspension will be lifted from the household and transferred solely to that individual, who will then be subject to the applicable discipline under Section 2 or Section 3.

5. Suspension Effective Date

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

6. Appeal Process

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

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

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

Addendum D - Fishing Ponds

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

[Insert updated map]