

Canopy
Community Development District

October 8, 2025

AGENDA

Canopy
Community Development District

475 West Town Place
Suite 114
St. Augustine, Florida 32092
canopycdd.com

October 1, 2025

Board of Supervisors
Canopy Community Development District

Dear Board Members:

The Canopy Community Development District Board of Supervisors Meeting is scheduled for **Wednesday, October 8, 2025 at 1:00 p.m.** at the **Canopy Amenity Center, 2877 Crestline Road, Tallahassee, Florida 32308.**

Following is the advance agenda for the meeting:

- I. Roll Call
- II. Public Comment Period *(regarding agenda items listed below)*
- III. Approval of Consent Agenda
 - A. Approval of the Minutes of the August 13, 2025 Meeting
 - B. Balance Sheet as of August 31, 2025 and Statement of Revenues & Expenditures for the Period Ending August 31, 2025
 - C. Allocation of Assessment Receipts
 - D. Check Register
- IV. Consideration of Proposals:
 - A. Field Operations
 - 1. Consideration of Agreement for Field Operations Management Services
 - B. Pond Maintainance
 - C. Weed Control
 - D. Tree Removal

- V. Consideration of:
 - A. License Agreement with Elite Junior Tennis
 - B. Resolution 2026-01, Adopting Amendment to Amenity Policies
 - C. Resolution 2026-02, Adopting Spending Authority
 - D. Report from Engineer on Pool Condition and Discussion for Remedies of Same
 - E. Consideration of Entering Into Agreement with Premier for Maintenance of Dove Pond (*will be sent under separate cover*)
 - F. Resolution 2026-03, Re-Designating Principal Headquarters and Location of Local District Records Office
 - G. Resolution 2026-04, Consideration of Updates to Public Participation Policy
- VI. Ratification of Agreement with Lewis Association Property Management, LLC for Amenity Facility Management Services
- VII. Ratification of Fiscal Year 2025 Audit Engagement Letter with Grau & Associates
- VIII. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager – Review of Fiscal Year 2025 Goals & Objectives
- IX. Other Business
- X. Supervisors Requests
- XI. Next Scheduled Meeting: November 12, 2025 at 1:00 p.m. at Canopy Amenity Center
- XII. Adjournment

THIRD ORDER OF BUSINESS

A.

Minutes of Meeting
Canopy
Community Development District

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Wednesday, August 13, 2025 at 6:00 p.m. at the Canopy Amenity Center, 2877 Crestline Road, Tallahassee, Florida.

Present and constituting a quorum were:

Jason Ghazvini	Chairman
Thomas Asbury Jr.	Vice Chairman
David Brady	Supervisor
Steve Durie	Supervisor
Toby Thomson	Supervisor

Also present were:

Corbin deNagy	District Manager
Jennifer Kilinski	District Counsel
Laura Kalinoski	Lifestyle Director
Sue Barlow	HOA
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 6:04 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

Several residents asked about the cleanup of the garbage in Dove Pond, removal of dead trees and vehicles driving behind houses to fish in Dove Pond.

Residents reported that commercial trucks hauling dirt were not covered as they should be and not obeying traffic laws.

A resident asked about plans to deal with the midges.

A resident asked for clarification of the O&M assessment and debt service assessment on the tax bills.

Mr. Brady joined the meeting during this item.

A resident stated there are a massive amount of weeds everywhere at the entrance to Canopy and in the roundabouts. The trees that are on the edge of the roundabout hang over the white lines on the road.

THIRD ORDER OF BUSINESS**Approval of Consent Agenda**

- A. Approval of Minutes of the June 12, 2025 Meeting**
- B. Balance Sheet as of June 30, 2025 and Statement of Revenues and Expenditures for the Period Ending June 30, 2025**
- C. Allocation of Assessment Receipts**
- D. Check Register**
- E. Ratification of Agreement for Use of Aquatic Facilities with United Swim Club**

On MOTION by Mr. Brady seconded by Mr. Ghazvini with all in favor the consent agenda items were approved.

FOURTH ORDER OF BUSINESS**Consideration of Proposals**

- A. Weed Control Services**
- B. Integrated Pest Management Services**

Mr. Ghazvini outlined three proposals he received and was authorized to negotiate the contract price to \$75,000 and if unsuccessful then it will be on the next agenda.

- C. Amenity Management Services**

Mr. deNagy stated this has been discussed by residents in the past about having people go through the amenity center, look for issues, identify issues before a resident finds an issue. Lewis Property Management has been coming through the last few months and they identify issues and they are reporting them to staff. I was provided a proposal from Lewis Property Management to provide these services three times a week and forwarded that to District Counsel. District Counsel redrafted that agreement in the District's contract and that is what you see in your agenda package. The second part of the agreement is pool monitoring and that was going to be Sue's time to come here and be pool monitor the hours outlined in the agreement.

This agreement is a starting point for the board to discuss what level of service you want to see at this amenity. There is a little overlap in the field operations scope of services that I provided. Just keep that in mind. Field operations just like amenity services, you decide the level

of services you want to have. If you want them separate you can do that if you want them to overlap you can do that. These are discussion items for the board to give staff direction on this.

After discussion of responsibilities of the amenity center staffing pool monitor and field operations along with the level of service for each the board took the following action, which included management in lieu of pool monitoring type services.

On MOTION by Mr. Brady seconded by Mr. Durie with all in favor district counsel was authorized to prepare an amenity center management contract scope of work in an amount not to exceed \$18,000.

On MOTION by Mr. Brady seconded by Mr. Ghazvini with all in favor staff was authorized to seek proposals for field management services in an amount not to exceed \$30,000.

FIFTH ORDER OF BUSINESS

Discussion of:

A. Amenity and Facility Rental Policies, Resolution 2025-09

Mr. deNagy stated you may recall there was a discussion at the last board meeting with a request to bring back a discussion around the number of guests permitted at the facility. Right now your policies say up to 4 guests. There was a request to consider expanding that.

After discussion the board took the following action.

On MOTION by Mr. Ghazvini seconded by Mr. Brady with all in favor the number of guests per household was increased to six.

B. Field Operation Scope of Services

This item taken earlier in the meeting.

C. Gym Furniture and Equipment

Mr. deNagy stated the bench in the gym needs to be replaced I'm bringing these proposals to you to approve.

On MOTION by Mr. Thomson seconded by Mr. Ghazvini with all in favor the proposal from Fitness Pro in the amount of \$524.00 was approved.

Mr. deNagy stated there has been several requests for furniture in the gym, specifically cubbies, storage bench, and in the absence of staff I am coming to you for direction. If you want to give us a not to exceed number of \$1,500 to get the furniture we will do that.

On MOTION by Mr. Thomson seconded by Mr. Durie with all in favor staff was authorized to purchase the cubbies and storage bench for the gym in an amount not to exceed \$1,500.

SIXTH ORDER OF BUSINESS

Fiscal Year 2026 Budget Matters

A. Overview of Budget

Mr. deNagy gave a general overview of the proposed fiscal year 2026 budget and stated we can have a discussion with the board then open the public hearing and allow the residents to provide comments to you and we will close the public hearing and consider the resolutions. We will also have a budget deficit funding agreement with the developer to fund anything above the assessments.

Mr. Durie stated the expenditures on activities is for the lifestyle events.

Mr. deNagy stated correct, the \$39,000 is the cost to put on the various events.

Mr. Durie asked does the assessments coming in from the tax rolls include Unit 8 apartment?

Mr. deNagy stated that is the direct collection. I had a discussion with district counsel earlier today and that assessment amount for the apartments needs to go back down to \$58,342 to match the current level of assessment. We didn't notice an assessment increase.

The other thing we need to do is on the POA cost share there is \$146,550, it is my understanding that the POA is not assessing three of the lots that are undeveloped which means the CDD is not collecting from those pursuant to the POA-CDD agreement. We need to back that revenue out of the POA cost share bring the apartment revenue down to the current level and increase the developer contribution in kind. We are not making reductions to the total revenues; we are shifting those funds around to developer contributions.

Mr. Durie stated there has been a request from the community for doggie stations and someone is going to have to empty that. Also Truly Tailored said he would do it but it is not in his contract. It is \$1,800 for six and that includes bags. I don't know about installation and if takes a contractor to put them in.

Mr. deNagy stated what I typically see for this is either your landscape contractor does it because they are the ones going around and they are here onsite throughout the week and there are usually two pick up periods, before and after the weekend, or you outsource it. Those are typically a little more pricy because they have to come in here and do it.

Mr. Asbury asked you would want money added to the budget?

Mr. Durie stated shifted, reallocate and there is money in the budget, we just need to put it as an expense. We would have to get him to modify his statement of work to include it on his SOW but that is what he verbally told a resident. I didn't talk to him. It is something the community could use.

Mr. Ghazvini stated if he is willing to do it then I don't have an objection.

Mr. deNagy stated if you want to allocate funds from repair and maintenance to purchase the doggie stations we can do that. We will get confirmation from Taylor.

B. Public Hearing

On MOTION by Mr. Ghazvini seconded by Mr. Thomson with all in favor the public hearing was opened.
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A resident stated it would be a good idea if we set an amount of money with a cap to do minutia kinds of things so that it doesn't take us four months to get things accomplished such as the cubbies. We need a line item for small things so we don't have to go to the board it would expedite a lot of issues.

Mr. Thomson explained we just approved a scope to get a proposal for a Field Operations Manager. We are working towards that.

On MOTION by Mr. Durie seconded by Mr. Brady with all in favor the public hearing was closed.

C. Consideration of Resolution 2025-06 Relating to the Annual Appropriations and Adopting the Budget for Fiscal Year 2026

Ms. Kilinski stated there are two resolutions in your agenda, because we are not proposing to increase assessments or have a separate hearing on the assessments, there is one public hearing and it is on the budget. The first resolution relates to the annual appropriation and will formally adopt the budget and gives direction to staff to put it on the website and transmit it to Leon County.

On MOTION by Mr. Ghazvini seconded by Mr. Thomson with all in favor Resolution 2025-06 was approved.

D. Consideration of Resolution 2025-07 Imposing Special Assessments and Certifying an Assessment Roll for fiscal Year 2026

Ms. Kilinski stated the second resolution relates to the imposition of the non-ad valorem special assessment to secure the budget you just approved. It makes certain findings regarding the assessment process. Corbin's office will certify an assessment roll to Leon County tax collector for collecting the assessments on the tax bill for those lots that are platted and the direct bills will go out pursuant to that direct bill section 3 dates.

Mr. Durie asked would this be the appropriate for the apartment site assessment change?

Ms. Kilinski stated when we were looking at the assessment table whenever you propose an increase in assessments it triggers a mailed and published notice to the landowners affected by an assessment increase. We never noticed any increase beyond the \$58,000 from last year so we will need to keep that the same this year. It doesn't mean you can't increase it next year.

Mr. Durie stated that is the \$58,000. What is the \$74,000?

Mr. de Nagy stated it was a calculation on our spreadsheet it needs to go back down.

On MOTION by Mr. Thomson seconded by Mr. Brady with all in favor Resolution 2025-07 was approved.

E. Budget Deficit Funding Agreement

Ms. Kilinski stated this is the same form of deficit funding agreement we have had the last several years. There is a line item in the budget for developer funding the deficit between what the assessments will realize and what is needed for your overall expenditures. This is the funding source for security for that funding.

On MOTION by Mr. Brady seconded by Mr. Durie with all in favor the fiscal year 2026 budget deficit funding agreement with Ox Bottom Mortgage Holdings, LLC was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Kilinski stated just a reminder that your Form 1 is past due but you should be getting reminders from the Commission on Ethics if you haven't filed it yet. You can go on the Commission on Ethics website and confirm that they received your filing.

By the end of this year you will have to complete your four hours of ethics training. We recirculated that memo about six weeks ago.

B. Engineer

There being none, the next item followed.

C. Manager

1. Discussion of Fiscal Year 2026 Meeting Schedule

Mr. deNagy stated we have discussion of the fiscal year 2026 meeting schedule. What you see in the agenda package is a continuation of what we have been doing, meeting every other month. We talked at prior meetings about moving to eight meetings. I suggest if it is something you are interested in would be to meet in October, November, skip December, January, March, May, June, July and August. The only caveat is what you see is the second Thursday at 1:00 p.m.

Mr. Thomason stated I work out of town on Thursdays. Is the board open to meeting on Wednesdays and do some of them in the evening. I cannot attend any Thursday meetings.

Mr. deNagy stated right now you only have one evening meeting. The idea was for budget adoption you have the most amount of people here.

After discussion the board took the following action.

On MOTION by Mr. Ghazvini seconded by Mr. Brady with all in favor the fiscal year 2026 meeting schedule was approved reflecting the following meetings on the second Wednesday on the following dates and time: October 8, 2025, November 12, 2025, January 14,

2026, March 11, 2026, at 1:00 p.m. and May 13, 2026, June 10, 2026, July 8, 2026, August 12, 2026 at 6:00 p.m.
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2. Goals and Objectives

Mr. deNagy stated this is an annual requirement and an annual reporting form and we go through and check whether or not we achieve those goals. These are largely compliance based.

On MOTION by Mr. Durie seconded by Mr. Ghazvini with all in favor the goals and objectives for fiscal year 2026 were approved.
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EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests

A resident stated several meetings ago we discussed having pet stations on property. Taylor has offered to pick up the bags, dispose of them and put in new bags if the CDD would install the pet stations. It was discussed but left out of the minutes.

Mr. Durie explained it was brought up in this meeting and we approved putting in pet stations.

A resident said that in the agenda there is a time in the beginning to discuss things on the agenda. When we get to that item and are discussing it, and it doesn't cover the full scope of what was discussed at the previous meeting, we are not allowed to talk to you about it. How are we supposed to know that the full scope is not going to be discussed until you discuss it? When we talked at the last meeting about the number of guests and being able to have small parties or rent an area. You asked me to send you a proposal that a group of us had put together many times over the years, which I did, but again we get to the topic and the whole thing was not discussed. We need a plan where people can rent space at a cost with a hold harmless agreement, insurance policies because that is what was advertised to us when we bought here, that is what we were told we were going to be able to have. Now we can have a get together and bring in six people, not just four. If we want to reserve an area we have to rent it for the same number of people that we can bring in whenever we want to bring them in. We need to have a proposed plan of renting facilities. I have copies of it if you don't have it but I have sent it to the board on numerous

occasions. It needs to be addressed. We have lost a lot of -people because of the hour but this is what the residents want. They want to be able to have a birthday party for their kid and reserve the small gazebo and have 15 kids and pay \$250 and if I want those kids in the pool I agree to pay to have a lifeguard here. There is no reason we can't do that.

Mr. Thomson asked what is going on with the cracks in the pool?

Mr. Ghazvini stated we had three companies come out and look and I should have a proposal from the two major companies that do repairs. In the meantime they told us to work with somebody like Gulf Coast Leak detection. They came and did a test and found some areas that did have leaks in the pool and did go in and filled those voids. Some were around drains, the crack in the middle of the pool. Those are not the end all be all fix. That was a fix to try to prevent any other leak and prevent more deterioration in those locations. I need to get those two proposals and give them to Corbin and we as a board can consider those.

Mr. Thomson asked is it fair to say it is stable?

Mr. Ghazvini stated Gulf Coast Leak detection said they can't guarantee what is under the concrete but from their perspective they said the cracks in the pool we do see them in large community pools regularly. You can do what you are doing here, which is this fix right now but if you want to ensure there is no leakage you would have to go the whole nine yards and do a bigger repair.

A resident asked did you check on insurance with the pool builder?

Mr. Ghazvini stated we passed that on to district staff.

Ms. Kilinski stated we looked at it but I thought it was done. We had already had a report that said just the caulk was going to fix it so I stopped doing more research.

Mr. Ghazvini stated it fixed the leak. In regard to fixing the crack that is there, now. It is not a permanent fix.

Ms. Kilinski stated unfortunately, we have had some design defect or construction defect issues especially with pools with curves. We can look at it. It is past the warranty deadline on the regular warranty, but if there was a construction or design defect that would be more of having somebody out to look at it, like a pool contractor expert, a pool engineer. Wet Engineering does most of the engineering pool work in Jacksonville.

Mr. Ghazvini asked is there someone you can recommend? I know the two companies are out of Jacksonville. I don't know if either one is an engineer expert or something of that nature for pools.

Ms. Kilinski stated we can get a proposal from a couple to look at it.

Mr. deNagy stated to be clear when we talked about the warranty issue we agreed that it was about \$1,000 for this repair I didn't want district counsel spending more time thinking this is only \$1,000 we aren't going to file a claim for \$1,000.

Ms. Kilinski stated if there is a larger crack that is going to be a continuing issue then it is probably worth getting an engineer to look at it and determine why it is happening.

Mr. Thomson stated let's get someone who is an expert in determining the cause.

A resident stated I am an owner and am a head tennis professional for the last 15 years and have been offering some classes in tennis and pickleball. The facility here is a perfect set up to provide some opportunities to teach juniors and adults tennis and pickleball. I want to give you a proposal if possible.

On MOTION by Mr. Asbury seconded by Mr. Ghazvini with all in favor the agenda was amended to hear the tennis/pickleball proposal.

A resident gave a presentation of proposed programming for tennis and pickleball by certified and fully insured instructors and stated we have all the equipment that is needed for the instructions.

Mr. Brady asked would it be appropriate if we want to pursue something like this he would need to work with staff to make sure it would work for us.

Mr. deNagy stated you would have a formal proposal, a license agreement, stipulate all the insurance requirements, waivers, etc. and the board would approve the license agreement with all the details.

Mr. Brady moved to authorize staff to work with Elite on a detailed proposal for tennis and pickleball lessons to be considered at the next board meeting.
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Mr. deNagy asked does the board have any suggestions on revenue sharing? Some districts require a revenue share to help offset the costs of the additional use of the facilities.

Mr. Thomason stated we didn't charge that to United Swum Club but would discuss it after the first year to see if made any sense.

Mr. deNagy stated I don't want that to be the hangup so we are not talking about revenue share, the only thing the district will do is a license agreement authorizing the use of the facility given this time constraint. If there are no issues then I think we can move forward and bring that back to the next board meeting.

Mr. Brady stated based on the first year's performance there may be some adjustments based on the wear and tear issues.

Mr. Durie seconded the motion and with all in favor the motion passed.
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TENTH ORDER OF BUSINESS

Next Scheduled Meeting – To Be Determined at the Canopy Amenity Center

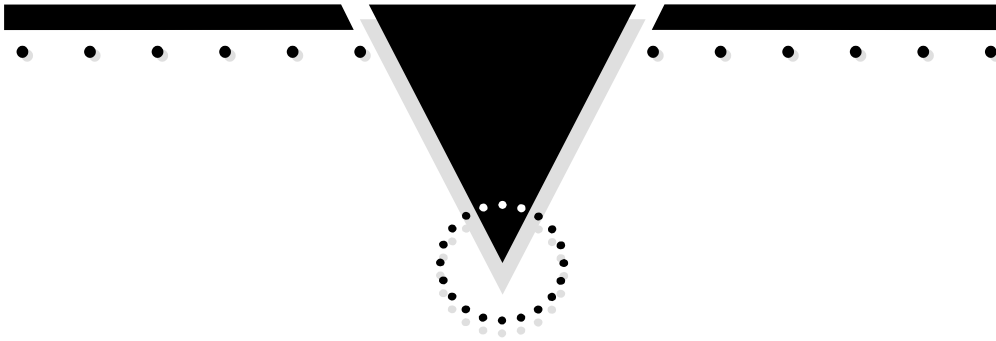
Mr. deNagy stated our next schedule meeting is October 8th at 1:00 p.m.

On MOTION by Mr. Asbury seconded by Mr. Tomson with all in favor the meeting adjourned at 8:41 p.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

B.



Canopy
Community Development District

Unaudited Financial Reporting
August 31, 2025



TABLE OF CONTENTS

3	<u>Balance Sheet</u>
4-5	<u>General Fund Statement</u>
6	<u>Capital Reserve Fund</u>
7	<u>Debt Service Statement Series 2018 A1 & A2</u>
8	<u>Debt Service Statement Series 2018 A3</u>
9	<u>Debt Service Statement Series 2018 A4</u>
10	<u>Capital Projects Fund</u>
11 - 12	<u>Month to Month</u>
13	<u>Long Term Debt</u>
14	<u>Assessment Receipts Schedule</u>

**Canopy
Community Development District**

Balance Sheet
August 31, 2025

Governmental Fund Types

	<u>General Fund</u>	<u>Debt Service</u>	<u>Capital Reserve</u>	<u>Capital Projects</u>	<u>Totals (memorandum only)</u>
<u>Assets</u>					
Cash					
Operating	\$46,920	---	---	---	\$46,920
SBA	\$181,017	---	\$30,257	---	\$211,274
Capital Reserve	---	---	\$9,864	---	\$9,864
Welaunee	---	---	---	\$0	\$0
Assessment Receivable	\$26,051	\$32,969	---	---	\$59,020
Due from Developer	---	---	---	---	\$0
Due from General Fund	---	\$635	---	---	\$635
Due from Debt Service	\$5,769	---	---	---	\$5,769
Due from Other	---	---	---	---	\$0
<u>Investments:</u>					
<u>Series 2018 A1 & A2:</u>					
Reserve A1	---	\$82,103	---	---	\$82,103
Revenue A1	---	\$66,037	---	---	\$66,037
Revenue A2	---	\$87,543	---	---	\$87,543
Interest A2	---	---	---	---	\$0
Prepayment A2	---	\$9,564	---	---	\$9,564
Acquisition & Construction	---	---	---	\$10,847	\$10,847
<u>Series 2018 A3:</u>					
Reserve	---	\$104,688	---	---	\$104,688
Revenue	---	\$44,568	---	---	\$44,568
Interest	---	---	---	---	\$0
Acquisition & Construction	---	---	---	\$13,708	\$13,708
<u>Series 2018 A4:</u>					
Reserve	---	\$32,714	---	---	\$32,714
Revenue	---	\$70,040	---	---	\$70,040
Acquisition & Construction	---	---	---	\$8,329	\$8,329
Prepaid Expenses	\$759	---	---	---	\$759
Total Assets	\$260,515	\$530,862	\$40,121	\$32,883	\$864,381
<u>Liabilities</u>					
Accounts Payable	\$3,936	---	---	---	\$3,936
Due to Debt Service	\$635	---	---	---	\$635
Due to Capital	---	---	---	---	\$0
Due to Developer	\$32,930	---	---	---	\$32,930
Deferred Revenue	\$30,765	---	---	---	\$30,765
Due to General Fund	---	\$5,769	---	---	\$5,769
FICA Payable	\$61	---	---	---	\$61
<u>Fund Equity</u>					
Fund Balances					
Unassigned	\$191,429	---	\$40,121	---	\$231,550
Nonspendable- Prepaid	\$759	---	---	---	\$759
Restricted for Capital Projects	---	---	---	\$32,883	\$32,883
Restricted for Debt Service	---	\$525,093	---	---	\$525,093
Total Liabilities, Fund Equity, Other	\$260,515	\$530,862	\$40,121	\$32,883	\$864,381

Canopy
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ending August 31, 2025

	Adopted Budget	Prorated Budget 08/31/25	Actuals 08/31/25	Variance
Revenues				
Maintenance Assessments- Tax Roll	\$ 343,947	\$ 343,947	\$ 380,082	\$ 36,135
Maintenance Assessments- Direct Bills(Premier)	\$ 58,342	\$ 53,480	\$ -	\$ (53,480)
Maintenance Assessments- Direct Bills(Ox Botto	\$ 87,460	\$ 80,172	\$ 80,172	\$ (0)
Interest - SBA	\$ -	\$ -	\$ 6,017	\$ 6,017
Developer Contributions	\$ 213,336	\$ -	\$ -	\$ -
Miscellaneous Income (Rentals)	\$ 1,000	\$ 917	\$ 3,967	\$ 3,050
Miscellaneous Revenue - POA Cost Share	\$ -	\$ -	\$ 115,785	\$ 115,785
Transfer In	\$ -	\$ -	\$ 134	\$ 134
Total Revenue	\$ 704,085	\$ 478,516	\$ 586,157	\$ 107,641
Expenditures				
<u>Administrative</u>				
Supervisor Fees	\$ 2,000	\$ 1,833	\$ 2,000	\$ (167)
FICA	\$ 153	\$ 140	\$ 153	\$ (13)
Engineering	\$ 12,000	\$ 11,000	\$ -	\$ 11,000
Arbitrage	\$ 450	\$ 450	\$ 450	\$ -
Assessment Roll	\$ 2,500	\$ 2,500	\$ 2,500	\$ -
Dissemination	\$ 8,480	\$ 7,773	\$ 8,023	\$ (250)
Amortization Schedule	\$ 2,000	\$ -	\$ -	\$ -
Attorney	\$ 35,000	\$ 32,083	\$ 28,433	\$ 3,651
Annual Audit	\$ 5,000	\$ 4,600	\$ 4,600	\$ -
Trustee Fees	\$ 10,000	\$ 10,000	\$ 9,105	\$ 895
Management Fees	\$ 43,358	\$ 39,745	\$ 39,744	\$ 1
Information Technology	\$ 4,157	\$ 3,811	\$ 3,811	\$ (0)
Travel	\$ 50	\$ 46	\$ -	\$ 46
Telephone	\$ 250	\$ 229	\$ 111	\$ 118
Postage	\$ 1,000	\$ 917	\$ 846	\$ 71
Printing & Binding	\$ 1,500	\$ 1,375	\$ 57	\$ 1,318
Insurance-Liability	\$ 6,500	\$ 6,500	\$ 5,781	\$ 719
Legal Advertising	\$ 2,500	\$ 2,292	\$ 859	\$ 1,432
Other Current Charges	\$ 3,000	\$ 2,750	\$ 1,189	\$ 1,561
Office Supplies	\$ 750	\$ 688	\$ 3	\$ 684
Dues, License, & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Administration Subtotal	\$ 140,823	\$ 126,933	\$ 107,841	\$ 21,245
<u>Common Area Maintenance:</u>				
Field Services	\$ 12,000	\$ 11,000	\$ -	\$ 11,000
Porter Services	\$ 6,000	\$ 5,500	\$ -	\$ 5,500
Landscape Maintenance	\$ 185,000	\$ 169,583	\$ 181,250	\$ (11,667)
Landscape Contingency	\$ 17,500	\$ 16,042	\$ 19,460	\$ (3,418)
Plant Replacement	\$ 7,500	\$ 6,875	\$ -	\$ 6,875
Irrigation - Repairs	\$ 5,000	\$ 4,583	\$ -	\$ 4,583
Irrigation - Water	\$ 10,000	\$ 9,167	\$ -	\$ 9,167
Irrigation - Electric	\$ 2,500	\$ 2,292	\$ -	\$ 2,292
Wetland Mitigation and Monitoring	\$ 5,000	\$ 4,583	\$ -	\$ 4,583
Lake Maintenance	\$ 7,500	\$ 6,875	\$ -	\$ 6,875
Dove Pond Dam Surety Bond	\$ 10,000	\$ 9,167	\$ -	\$ 9,167
Repairs and Maintenance	\$ 12,500	\$ 11,458	\$ 5,375	\$ 6,083
Operating Supplies	\$ 1,250	\$ 1,146	\$ -	\$ 1,146
Total Common Area Maintenance	\$ 281,750	\$ 258,271	\$ 206,085	\$ 52,186

Canopy
Community Development District
General Fund
Statement of Revenues & Expenditures
For the Period Ending August 31, 2025

	Adopted Budget	Prorated Budget 08/31/25	Actuals 08/31/25	Variance
<u><i>Amenity Center:</i></u>				
Amenity Management Staffing	\$ 35,000	\$ 32,083	\$ -	\$ 32,083
Janitorial	\$ 15,000	\$ 13,750	\$ 12,725	\$ 1,025
Landscape Maintenance	\$ 12,000	\$ 11,000	\$ -	\$ 11,000
Pool Maintenance	\$ 31,500	\$ 28,875	\$ 29,500	\$ (625)
Pool Chemicals	\$ 7,500	\$ 6,875	\$ -	\$ 6,875
Pool Permits	\$ 750	\$ 688	\$ 375	\$ 312
Utilities	\$ 39,500	\$ 36,208	\$ 32,225	\$ 3,983
Trash	\$ 2,400	\$ 2,200	\$ 368	\$ 1,832
Pest Control	\$ 1,200	\$ 1,100	\$ -	\$ 1,100
Termite Bond	\$ 750	\$ 688	\$ -	\$ 688
Insurance - Property	\$ 15,500	\$ 15,500	\$ 12,590	\$ 2,910
Cable/Internet	\$ 7,500	\$ 6,875	\$ 3,533	\$ 3,342
Access Cards	\$ 2,500	\$ 2,292	\$ -	\$ 2,292
Activities	\$ 15,000	\$ 13,750	\$ 2,464	\$ 11,286
Security/Alarms/Repair	\$ 15,000	\$ 13,750	\$ 3,570	\$ 10,180
Repairs and Maintenance	\$ 15,000	\$ 13,750	\$ 5,389	\$ 8,361
Office Supplies	\$ 2,000	\$ 1,833	\$ -	\$ 1,833
Holiday Decorations	\$ 5,000	\$ 4,583	\$ -	\$ 4,583
Total Amenity Center	\$ 223,100	\$ 205,800	\$ 102,740	\$ 103,060
<u><i>Other</i></u>				
Contingency	\$ 18,412	\$ 16,878	\$ 6,157	\$ 10,721
Capital Reserve	\$ 40,000	\$ 40,000	\$ 40,000	\$ -
Total Other	\$ 58,412	\$ 56,878	\$ 46,157	\$ 10,721
Total Expenditures	\$ 704,085	\$ 591,004	\$ 462,823	\$ 176,491
Excess Revenues/ (Expenditures)	\$ 0		\$ 123,334	
Beginning Fund Balance	\$ -		\$ 68,854	
Ending Fund Balance	\$ 0		\$ 192,187	

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Community Development District

Capital Reserve
Statement of Revenues & Expenditures
For the Period Ending August 31, 2025

	Adopted Budget	Prorated Budget 8/31/25	Actual 8/31/25	Variance
<u>Revenues</u>				
Operating Transfer In	\$ 40,000	\$ 40,000	\$ 40,000	\$ -
Interest Income	\$ -	\$ -	\$ 257	\$ 257
Total Revenues	\$ 40,000	\$ 40,000	\$ 40,257	\$ 257
<u>Expenditures</u>				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ -	\$ 461	\$ 461	\$ -
Total Expenditures	\$ -	\$ 461	\$ 461	\$ -
Excess Revenues/(Expenditures)	\$ 40,000		\$ 39,796	
Beginning Fund Balance	\$ -		\$ 325	
Ending Fund Balance	\$ 40,000		\$ 40,121	

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Community Development District

Debt Service Fund Series 2018 A-1 & A-2
Statement of Revenues & Expenditures
For the Period Ending August 31, 2025

	Adopted Budget	Prorated Budget 8/31/25	Actual 8/31/25	Variance
<u>Revenues</u>				
Special Assessments- Tax Roll	\$ 94,279	\$ 94,279	\$ 97,092	\$ 2,813
Special Assessments- Direct A1	\$ 70,029	\$ 70,029	\$ 47,263	\$ (22,766)
Special Assessments- Direct A2	\$ 182,000	\$ 182,000	\$ 127,400	\$ (54,600)
Special Assessments- Prepayments	\$ -	\$ -	\$ 46,665	\$ 46,665
Interest Income	\$ 2,000	\$ 1,833	\$ 9,754	\$ 7,921
Total Revenues	\$ 348,308	\$ 348,141	\$ 328,174	\$ (19,967)
<u>Expenditures</u>				
Interfund Transfer Out	\$ 600	\$ 600	\$ 3,307	\$ (2,707)
<u>Series 2018A-1</u>				
Interest-11/1	\$ 63,071	\$ 63,071	\$ 63,071	\$ -
Interest-5/1	\$ 63,071	\$ 63,071	\$ 63,071	\$ -
Principal-5/1	\$ 35,000	\$ 35,000	\$ 35,000	\$ -
<u>Series 2018A-2</u>				
Interest-11/1	\$ 70,418	\$ 70,418	\$ 70,418	\$ -
Interest-2/1	\$ -	\$ -	\$ -	\$ -
Special Call - 8/1	\$ -	\$ -	\$ 40,000	\$ (40,000)
Interest-5/1	\$ 70,418	\$ 70,418	\$ 70,418	\$ -
Principal-5/1	\$ 40,000	\$ 40,000	\$ 40,000	\$ -
Interest-8/1	\$ -	\$ -	\$ 615	\$ (615)
Total Expenditures	\$ 341,978	\$ 341,978	\$ 385,899	\$ (43,322)
Excess Revenues/(Expenditures)	\$ 6,330		\$ (57,726)	
Beginning Fund Balance	\$ 228,988		\$ 303,900	
Ending Fund Balance	\$ 235,318		\$ 246,175	

Due from Gf	\$ 927
Reserve A1	\$ 82,103
Revenue A1	\$ 66,037
Revenue A2	\$ 87,543
Interest A2	----
Prepayment A2	\$ 9,564
Total	\$ 246,175

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Community Development District

Debt Service Fund Series 2018 A-3
Statement of Revenues & Expenditures
For the Period Ending August 31, 2025

	Adopted Budget	Prorated Budget 8/31/25	Actual 8/31/25	Variance
<u>Revenues</u>				
Special Assessments- Tax Roll	\$ 106,997	\$ 106,997	\$ 140,915	\$ 33,918
Special Assessments- Direct Bills	\$ 102,378	\$ 102,378	\$ -	\$ (102,378)
Interest Income	\$ 3,500	\$ 3,208	\$ 7,226	\$ 4,018
Total Revenues	\$ 212,875	\$ 212,583	\$ 148,141	\$ (64,443)
<u>Expenditures</u>				
Interfund Transfer Out	\$ 750	\$ 750	\$ 4,206	\$ (3,456)
<u>Series 2018A-3</u>				
Interest-11/1	\$ 81,875	\$ 81,875	\$ 81,875	\$ -
Interest-5/1	\$ 81,875	\$ 81,875	\$ 81,875	\$ -
Principal-5/1	\$ 45,000	\$ 45,000	\$ 45,000	\$ -
Total Expenditures	\$ 209,500	\$ 209,500	\$ 212,956	\$ (3,456)
Excess Revenues/(Expenditures)	\$ 3,375		\$ (64,815)	
Beginning Fund Balance	\$ 119,669		\$ 241,565	
Ending Fund Balance	\$ 123,044		\$ 176,750	

Due From GF	\$ 295
Due to GF	\$ (5,769)
Reserve	\$ 104,688
Revenue	\$ 44,568
Interest	----
Assessment Receivable	\$ 32,969
Total	\$ 176,750

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Community Development District

Debt Service Fund Series 2018 A-4
Statement of Revenues & Expenditures
For the Period Ending August 31, 2025

	Adopted Budget	Prorated Budget 8/31/25	Actual 8/31/25	Variance
<u>Revenues</u>				
Special Assessments- Tax Roll	\$ 65,612	\$ 65,612	\$ 65,817	\$ 205
Interest Income	\$ 500	\$ 458	\$ 4,225	\$ 3,767
Total Revenues	\$ 66,112	\$ 66,070	\$ 70,042	\$ 3,972
<u>Expenditures</u>				
Interfund Transfer Out	\$ 250	\$ 250	\$ 1,318	\$ (1,068)
<u>Series 2018A-4</u>				
Interest-11/1	\$ 22,648	\$ 22,648	\$ 22,648	\$ -
Interest-5/1	\$ 22,648	\$ 22,648	\$ 22,648	\$ -
Principal-5/1	\$ 20,000	\$ 20,000	\$ 20,000	\$ -
Total Expenditures	\$ 65,546	\$ 65,545	\$ 66,613	\$ (1,068)
Excess Revenues/(Expenditures)	\$ 566		\$ 3,429	
Beginning Fund Balance	\$ 66,051		\$ 98,739	
Ending Fund Balance	\$ 66,617		\$ 102,168	
		Due from General Reserve	\$ (586)	
		Revenue	\$ 32,714	
		Total	\$ 70,040	
			\$ 102,168	

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Community Development District

Capital Projects Fund
Statement of Revenues & Expenditures
For the Period Ending August 31, 2025

	Series 2018 A-1 & A-2	Series 2018 A-3	Series 2018 A-4	Welaunee
<u>Revenues</u>				
Interest Income	\$355	\$448	\$299	\$0
Developer Contributions	\$0	\$0	\$0	\$0
Interfund Transfer In	\$3,307	\$4,206	\$1,318	\$0
Total Revenues	\$3,662	\$4,654	\$1,617	\$0
<u>Expenditures</u>				
Capital Outlay- Construction	\$0	\$0	\$0	\$0
Capital Outlay- General	\$0	\$0	\$0	\$0
Capital Outlay-3A	\$0	\$0	\$0	\$0
Capital Outlay-3B	\$0	\$0	\$0	\$0
Professional Fees	\$0	\$0	\$0	\$0
Miscellaneous	\$0	\$0	\$0	\$418
Total Expenditures	\$0	\$0	\$0	\$418
<u>Other Sources/(Uses)</u>				
Transfer In/Out	\$0	\$0	\$0	\$134
Total Other Sources/ (Uses)	\$0	\$0	\$0	\$134
Excess Revenues/(Expenditures)	\$3,662	\$4,654	\$1,617	(\$552)
Beginning Fund Balance	\$7,185	\$9,054	\$6,712	\$552
Ending Fund Balance	\$10,847	\$13,708	\$8,329	\$0

**Canopy
Community Development District**
Month by Month

October	November	December	January	February	March	April	May	June	July	August	September	Total
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Revenues

Maintenance Assessments- Tax Roll	\$ -	\$ 14,258	\$ 342,479	\$ 6,055	\$ 5,059	\$ 2,601	\$ 7,219	\$ 859	\$ 1,538	\$ -	\$ 13	\$ -	\$ 380,082
Maint. Assessments- Direct Bills(Canopy Acquisitions, LI	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maint. Assessments- Direct Bills(Ox Bottom)	\$ -	\$ 14,577	\$ 7,288	\$ 7,288	\$ 7,288	\$ 7,288	\$ 7,288	\$ 7,288	\$ 7,288	\$ 7,288	\$ 7,288	\$ -	\$ 80,172
Interest - SBA	\$ -	\$ -	\$ -	\$ 31	\$ 870	\$ 960	\$ 928	\$ 962	\$ 797	\$ 775	\$ 693	\$ -	\$ 6,017
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Income	\$ -	\$ 200	\$ -	\$ -	\$ 3,642	\$ -	\$ 50	\$ -	\$ 75	\$ -	\$ -	\$ -	\$ 3,967
Miscellaneous Revenue - POA Cost Share	\$ -	\$ -	\$ 146,550	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (30,765)	\$ -	\$ -	\$ 115,785
Transfer In	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134	\$ -	\$ -	\$ 134
Total Revenue	\$ -	\$ 29,035	\$ 496,318	\$ 13,374	\$ 16,859	\$ 10,850	\$ 15,486	\$ 9,109	\$ 9,699	\$ (22,568)	\$ 7,994	\$ -	\$ 586,157

Expenditures

Administrative

Supervisor Fees	\$ -	\$ -	\$ -	\$ 400	\$ 400	\$ -	\$ 400	\$ -	\$ 400	\$ -	\$ 400	\$ -	\$ 2,000
FICA	\$ -	\$ -	\$ -	\$ 31	\$ 31	\$ -	\$ 31	\$ -	\$ 31	\$ -	\$ 31	\$ -	\$ 153
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 450
Assessment Roll	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
Dissemination	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 707	\$ 957	\$ 707	\$ -	\$ 8,023
Amortization Schedule	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 5,769	\$ 2,105	\$ 5,779	\$ 2,345	\$ 2,734	\$ 436	\$ 2,073	\$ 378	\$ 3,612	\$ 3,202	\$ -	\$ -	\$ 28,433
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,600	\$ -	\$ -	\$ -	\$ -	\$ 4,600
Trustee Fees	\$ 759	\$ 8,346	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,105
Management Fees	\$ 3,613	\$ 3,613	\$ 3,613	\$ 3,613	\$ 3,613	\$ 3,613	\$ 3,613	\$ 3,613	\$ 3,613	\$ 3,613	\$ 3,613	\$ -	\$ 39,744
Information Technology	\$ 346	\$ 346	\$ 346	\$ 346	\$ 346	\$ 346	\$ 346	\$ 346	\$ 346	\$ 346	\$ 346	\$ -	\$ 3,811
Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Telephone	\$ -	\$ -	\$ 0	\$ 3	\$ 24	\$ -	\$ 20	\$ -	\$ 25	\$ -	\$ 38	\$ -	\$ 111
Postage	\$ 36	\$ 83	\$ 73	\$ 40	\$ 102	\$ 95	\$ 121	\$ 77	\$ 72	\$ 136	\$ 9	\$ -	\$ 846
Printing & Binding	\$ 15	\$ -	\$ 17	\$ 0	\$ 4	\$ 12	\$ -	\$ 0	\$ -	\$ 9	\$ -	\$ -	\$ 57
Insurance-Liability	\$ 5,781	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,781
Legal Advertising	\$ 311	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 102	\$ -	\$ 100	\$ 232	\$ 115	\$ -	\$ 859
Other Current Charges	\$ 41	\$ 41	\$ 136	\$ 323	\$ 44	\$ 44	\$ 152	\$ 44	\$ 152	\$ 168	\$ 44	\$ -	\$ 1,189
Office Supplies	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ -	\$ 3
Dues, License, & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Administration Subtotal	\$ 20,053	\$ 15,692	\$ 10,672	\$ 7,378	\$ 7,576	\$ 5,254	\$ 7,134	\$ 9,766	\$ 8,628	\$ 8,663	\$ 4,872	\$ -	\$ 107,841

**Canopy
Community Development District
Month by Month**

	October	November	December	January	February	March	April	May	June	July	August	September	Total
<u><i>Common Area Maintenance</i></u>													
Field Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Porter Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Maintenance	\$ 15,950	\$ 16,950	\$ 16,750	\$ 16,800	\$ 16,800	\$ 16,800	\$ 16,240	\$ 16,240	\$ 16,240	\$ 16,240	\$ 16,240	\$ -	\$ 181,250
Landscape Contingency	\$ -	\$ -	\$ 3,500	\$ 15,134	\$ -	\$ -	\$ 826	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,460
Plant Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation - Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Irrigation - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Wetland Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Lake Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Dove Pond Dam Surety Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs and Maintenance	\$ 2,125	\$ 325	\$ 325	\$ 325	\$ 400	\$ 575	\$ 325	\$ 325	\$ 325	\$ 325	\$ -	\$ -	\$ 5,375
Operating Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Common Area Maintenance	\$ 18,075	\$ 17,275	\$ 20,575	\$ 32,259	\$ 17,200	\$ 17,375	\$ 17,391	\$ 16,565	\$ 16,565	\$ 16,565	\$ 16,240	\$ -	\$ 206,085
<u><i>Amenity Center:</i></u>													
Amenity Management Staffing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Janitorial	\$ 750	\$ 779	\$ 750	\$ 1,078	\$ 750	\$ 4,150	\$ 750	\$ 956	\$ 750	\$ 1,059	\$ 953	\$ -	\$ 12,725
Landscape Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Maintenance	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,300	\$ 2,650	\$ 2,600	\$ 2,600	\$ 3,975	\$ 3,575	\$ 2,600	\$ -	\$ 29,500
Pool Chemicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375	\$ -	\$ -	\$ -	\$ 375
Pool - Electric	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pool - Water	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water/Sewer Utility	\$ 2,739	\$ 2,646	\$ 3,753	\$ 3,072	\$ 2,837	\$ 2,651	\$ 2,964	\$ 3,143	\$ 2,712	\$ 2,843	\$ 2,866	\$ -	\$ 32,225
Gas	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trash	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ 33	\$ -	\$ 368
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Termite Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Insurance - Property	\$ 12,590	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,590
Cable/Internet	\$ 318	\$ 318	\$ 318	\$ 318	\$ 323	\$ 323	\$ 323	\$ 323	\$ 323	\$ 323	\$ 323	\$ -	\$ 3,533
Access Cards	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Activities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,464	\$ -	\$ 2,464
Security/Alarms/Repair	\$ 1,770	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180	\$ 180	\$ -	\$ 3,570
Repairs and Maintenance	\$ 195	\$ 195	\$ 195	\$ 967	\$ -	\$ 310	\$ 841	\$ 505	\$ 313	\$ 195	\$ 1,673	\$ -	\$ 5,389
Office Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Holiday Decorations	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Amenity Center	\$ 20,695	\$ 6,451	\$ 7,529	\$ 7,948	\$ 6,424	\$ 10,298	\$ 7,692	\$ 7,740	\$ 8,662	\$ 8,209	\$ 11,093	\$ -	\$ 102,740
<u><i>Other:</i></u>													
Contingency	\$ 1,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,800	\$ 2,747	\$ -	\$ -	\$ -	\$ 6,157
Capital Reserve	\$ -	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,000
Total Other	\$ 1,610	\$ -	\$ -	\$ 40,000	\$ -	\$ -	\$ -	\$ 1,800	\$ 2,747	\$ -	\$ -	\$ -	\$ 46,157
Total Expenditures	\$ 60,433	\$ 39,418	\$ 38,775	\$ 87,585	\$ 31,200	\$ 32,926	\$ 32,218	\$ 35,871	\$ 36,602	\$ 33,437	\$ 32,205	\$ -	\$ 462,823
Excess Revenues/ (Expenditures)	\$ (60,433)	\$ (10,383)	\$ 457,542	\$ (74,211)	\$ (14,341)	\$ (22,076)	\$ (16,731)	\$ (26,761)	\$ (26,903)	\$ (56,004)	\$ (24,211)	\$ -	\$ 123,334

Canopy
Community Development District
Long Term Debt Report

SERIES 2018A-1, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:		6.000%, 6.150%
MATURITY DATE:		5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT		\$82,103
RESERVE FUND BALANCE		\$82,103
BONDS OUTSTANDING - 11/08/18		\$2,225,000
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$25,000)
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$30,000)
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$30,000)
LESS: PRINCIPAL PAYMENT - 05/01/23		(\$35,000)
LESS: PRINCIPAL PAYMENT - 05/01/24		(\$35,000)
LESS: PRINCIPAL PAYMENT - 05/01/25		(\$35,000)
CURRENT BONDS OUTSTANDING		\$2,035,000

SERIES 2018A-2, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:		6.150%
MATURITY DATE:		5/1/2049
RESERVE FUND DEFINITION	NOT SECURED - N/A	
RESERVE FUND REQUIREMENT		\$0
RESERVE FUND BALANCE		\$0
BONDS OUTSTANDING - 11/08/18		\$5,480,000
LESS: SPECIAL CALL - 05/01/19		(\$110,000)
LESS: SPECIAL CALL - 08/01/19		(\$305,000)
LESS: SPECIAL CALL - 11/01/19		(\$405,000)
LESS: SPECIAL CALL - 02/01/20		(\$60,000)
LESS: SPECIAL CALL - 05/01/20		(\$10,000)
LESS: SPECIAL CALL - 08/01/20		(\$75,000)
LESS: SPECIAL CALL - 02/01/21		(\$30,000)
LESS: SPECIAL CALL - 05/01/21		(\$30,000)
LESS: SPECIAL CALL - 08/01/21		(\$265,000)
LESS: SPECIAL CALL - 11/01/21		(\$55,000)
LESS: SPECIAL CALL - 02/01/22		(\$170,000)
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$55,000)
LESS: SPECIAL CALL - 05/01/22		(\$185,000)
LESS: SPECIAL CALL - 08/01/22		(\$240,000)
LESS: SPECIAL CALL - 11/01/22		(\$165,000)
LESS: SPECIAL CALL - 02/01/23		(\$145,000)
LESS: PRINCIPAL PAYMENT - 05/01/23		(\$45,000)
LESS: SPECIAL CALL - 05/01/23		(\$785,000)
LESS: SPECIAL CALL - 02/01/24		(\$10,000)
LESS: PRINCIPAL PAYMENT - 05/01/24		(\$35,000)
LESS: PRINCIPAL PAYMENT - 05/01/25		(\$40,000)
LESS: SPECIAL CALL - 08/01/25		(\$40,000)
CURRENT BONDS OUTSTANDING		\$2,220,000

SERIES 2018A-3, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:		6.250%
MATURITY DATE:		5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT		\$104,688
RESERVE FUND BALANCE		\$104,688
BONDS OUTSTANDING - 11/08/18		\$2,735,000
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$35,000)
LESS: PRINCIPAL PAYMENT - 05/01/23		(\$40,000)
LESS: PRINCIPAL PAYMENT - 05/01/24		(\$40,000)
LESS: PRINCIPAL PAYMENT - 05/01/25		(\$45,000)
CURRENT BONDS OUTSTANDING		\$2,575,000

SERIES 2018A-4, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:		5.000%, 5.150%
MATURITY DATE:		5/1/2049
RESERVE FUND DEFINITION	50% OF MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT		\$32,714
RESERVE FUND BALANCE		\$32,714
BONDS OUTSTANDING - 11/08/18		\$965,000
LESS: PRINCIPAL PAYMENT - 05/01/20		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/22		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/23		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/24		(\$15,000)
LESS: PRINCIPAL PAYMENT - 05/01/25		(\$20,000)
CURRENT BONDS OUTSTANDING		\$870,000

C.

Canopy
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2025

Gross Assessments	\$	405,636.00	\$	104,075.00	\$	151,050.00	\$	70,550.00	\$	731,311.00
Net Assessments	\$	377,241.48	\$	96,789.75	\$	140,476.50	\$	65,611.50	\$	680,119.23

ON ROLL ASSESSMENTS

						55.47%	14.23%	20.65%	9.65%	100.00%
Date	Distribution	Gross Amount	Commissions	Interest	Net Receipts	O&M Portion	2018A-1 Debt Service Portion	2018A-3 Debt Service Portion	2018A-4 Debt Service Portion	Total
11/14/24	ACH	\$6,423.29	(\$192.70)	\$0.00	\$6,230.59	\$3,455.92	\$886.69	\$1,286.91	\$601.07	\$6,230.59
11/20/24	ACH	\$20,077.40	(\$602.32)	\$0.00	\$19,475.08	\$10,802.24	\$2,771.56	\$4,022.52	\$1,878.77	\$19,475.09
12/11/24	ACH	\$554,445.33	(\$16,633.36)	\$0.00	\$537,811.97	\$298,307.97	\$76,537.59	\$111,083.38	\$51,883.04	\$537,811.98
12/23/24	ACH	\$82,098.90	(\$2,462.97)	\$0.00	\$79,635.93	\$44,171.63	\$11,333.22	\$16,448.55	\$7,682.52	\$79,635.92
1/26/25	ACH	\$11,253.67	(\$337.61)	\$0.00	\$10,916.06	\$6,054.79	\$1,553.50	\$2,254.68	\$1,053.08	\$10,916.05
2/5/25	Bank Interest	\$1,583.03	\$0.00	\$0.00	\$1,583.03	\$1,583.03	\$0.00	\$0.00	\$0.00	\$1,583.03
2/19/25	ACH	\$6,460.96	(\$193.83)	\$0.00	\$6,267.13	\$3,476.19	\$891.89	\$1,294.46	\$604.59	\$6,267.13
3/6/25	ACH	\$4,835.15	(\$145.05)	\$0.00	\$4,690.10	\$2,601.46	\$667.46	\$968.73	\$452.46	\$4,690.11
4/7/25	ACH	\$13,418.38	(\$402.55)	\$0.00	\$13,015.83	\$7,219.49	\$1,852.32	\$2,688.38	\$1,255.64	\$13,015.83
5/14/25	ACH	\$1,470.84	(\$44.13)	\$0.00	\$1,426.71	\$791.35	\$203.04	\$294.68	\$137.64	\$1,426.71
5/15/25	Bank Interest	\$67.55	\$0.00	\$0.00	\$67.55	\$67.55	\$0.00	\$0.00	\$0.00	\$67.55
6/9/25	ACH	\$1,470.84	(\$44.13)	\$0.00	\$1,426.71	\$791.35	\$203.04	\$294.68	\$137.64	\$1,426.71
6/17/25	ACH	\$1,387.75	(\$41.63)	\$0.00	\$1,346.12	\$746.65	\$191.57	\$278.04	\$129.86	\$1,346.12
8/4/25	Bank Interest	\$12.98	\$0.00	\$0.00	\$12.98	\$12.98	\$0.00	\$0.00	\$0.00	\$12.98
TOTAL		\$ 705,006.07	\$ (21,100.28)	\$ -	\$ 683,905.79	\$ 380,082.60	\$ 97,091.88	\$ 140,915.01	\$ 65,816.31	\$ 683,905.80

101%	Net Percent Collected
------	-----------------------

DIRECT BILL ASSESSMENTS

Premier Investment Fund, LLC				
2024-01		Net Assessments	\$58,341.96	\$58,341.96
Date Received	Due Date	Net Assessed	Amount Received	General Fund
	10/1/24	\$4,861.83	\$0.00	\$4,861.83
	11/1/24	\$4,861.83	\$0.00	\$4,861.83
	12/1/24	\$4,861.83	\$0.00	\$4,861.83
	1/1/25	\$4,861.83	\$0.00	\$4,861.83
	2/1/25	\$4,861.83	\$0.00	\$4,861.83
	3/1/25	\$4,861.83	\$0.00	\$4,861.83
	4/1/25	\$4,861.83	\$0.00	\$4,861.83
	5/1/25	\$4,861.83	\$0.00	\$4,861.83
	6/1/25	\$4,861.83	\$0.00	\$4,861.83
	7/1/25	\$4,861.83	\$0.00	\$4,861.83
	8/1/25	\$4,861.83	\$0.00	\$4,861.83
	9/1/25	\$4,861.83	\$0.00	\$4,861.83
		\$ 58,341.96	\$ -	\$ 58,341.96

Ox Bottom Mortgage Holdings, LLC				
2024-01		Net Assessments	\$87,460.00	\$87,460.00
Date Received	Due Date	Net Assessed	Amount Received	General Fund
11/15/24	10/1/24	\$7,288.33	\$7,288.33	\$7,288.33
11/15/24	11/1/24	\$7,288.33	\$7,288.33	\$7,288.33
12/18/24	12/1/24	\$7,288.33	\$7,288.33	\$7,288.33
1/22/25	1/1/25	\$7,288.33	\$7,288.33	\$7,288.33
2/19/25	2/1/25	\$7,288.33	\$7,288.33	\$7,288.33
3/20/25	3/1/25	\$7,288.33	\$7,288.33	\$7,288.33
4/7/25	4/1/25	\$7,288.33	\$7,288.33	\$7,288.33
5/16/25	5/1/25	\$7,288.33	\$7,288.33	\$7,288.33
6/27/25	6/1/25	\$7,288.33	\$7,288.33	\$7,288.33
7/15/25	7/1/25	\$7,288.33	\$7,288.33	\$7,288.33
8/18/25	8/1/25	\$7,288.33	\$7,288.33	\$7,288.33
	9/1/25	\$7,288.33	\$0.00	\$7,288.33
		\$ 87,459.96	\$ 80,171.63	\$ 87,459.96

Ox Bottom Mortgage Holdings, LLC				
2024-02		Net Assessments	\$67,518.25	\$67,518.25
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-1 Debt Service Fund
4/7/25	4/1/25	\$47,262.78	\$47,262.78	\$47,262.78
	9/1/25	\$20,255.47	\$0.00	\$20,255.47
		\$ 67,518.25	\$ 47,262.78	\$ 67,518.25

Ox Bottom Mortgage Holdings, LLC				
2024-03		Net Assessments	\$182,000.00	\$182,000.00
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-2 Debt Service Fund
4/7/25	4/1/25	\$127,400.00	\$127,400.00	\$127,400.00
	9/1/25	\$54,600.00	\$0.00	\$54,600.00
		\$ 182,000.00	\$ 127,400.00	\$ 182,000.00

Premier Investment Fund, LLC				
2024-04		Net Assessments	\$68,843.25	\$68,843.25
Date Received	Due Date	Net Assessed	Amount Received	Series 2018A-3 Debt Service Fund
	4/1/25	\$68,843.25	\$0.00	\$68,843.25
		\$ 68,843.25	\$ -	\$ 68,843.25

D.

Canopy
Community Development District

Check Register Summary

August 1, 2025 to August 31, 2025

Bank	Date	Check No.'s	Amount
General Fund	8/4/25	768 - 776	\$ 19,951.48
	8/12/25	777 - 778	\$ 4,945.80
	8/19/25	779 - 781	\$ 4,701.00
	8/26/25	782 - 783	\$ 420.00
Subtotal			\$ 30,018.28
			\$ 30,018.28

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
8/04/25	00012	7/24/25 19	202507 310-51300-31300		*	250.00	
		AMT SE2018A-2 PREPAY \$40K		DISCLOSURE SERVICES			250.00 000768
8/04/25	00045	5/20/25 34965	202505 330-53800-60000		*	10.00	
		RPLED MISSING BOLT-BENCH		ALLWAYS IMPROVING LLC FITNESS PRO			10.00 000769
8/04/25	00045	6/10/25 35186	202506 330-53800-60000		*	118.00	
		RPLED HR SCALES/PARTS		ALLWAYS IMPROVING LLC FITNESS PRO			118.00 000770
8/04/25	00045	7/30/25 35597	202507 330-53800-60000		*	195.00	
		JUL PREVENTATIVE MAINT		ALLWAYS IMPROVING LLC FITNESS PRO			195.00 000771
8/04/25	00040	7/20/25 1802256	202508 330-53800-45900		*	33.48	
		AUG DUMPSTER		MARPAN SUPPLY COMPANY, INC.			33.48 000772
8/04/25	00030	8/01/25 18156615	202508 330-53800-45505		*	2,600.00	
		AUG POOL MAINTENANCE		PREMIER POOLS OF TALLAHASSEE			2,600.00 000773
8/04/25	00030	8/01/25 18156771	202508 330-53800-60000		*	325.00	
		AUG FOUNTAIN SERVICES		PREMIER POOLS OF TALLAHASSEE			325.00 000774
8/04/25	00029	8/01/25 9145	202508 330-53800-34500		*	180.00	
		AUG SECURITY		TEKPRO INC.			180.00 000775
8/04/25	00027	8/01/25 5388	202508 320-53800-46200		*	16,240.00	
		AUG LANDSCAPE MAINTENANCE		TRULY TAILORED LANDSCAPING LLC			16,240.00 000776
8/12/25	00042	7/31/25 7251299	202507 310-51300-48000		*	232.25	
		NOTICE OF MEETING-8/13/25		GANNETT MEDIA CORP DBA			232.25 000777
8/12/25	00051	8/01/25 15	202508 310-51300-34000		*	3,613.08	
		AUG MANAGEMENT FEES			*		
		8/01/25 15	202508 310-51300-35100		*	346.42	
		AUG INFORMATION TECH			*		
		8/01/25 15	202508 310-51300-31300		*	706.67	
		AUG DISSEMINATION SVCS					

CANO CANOPY CDD SRICE

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
		8/01/25 15	202508 310-51300-51000		*	.39	
		OFFICE SUPPLIES					
		8/01/25 15	202508 310-51300-42000		*	9.17	
		POSTAGE					
		8/01/25 15	202508 310-51300-41000		*	37.82	
		TELEPHONE					
				GOVERNMENTAL MANAGEMENT SERVICES			4,713.55 000778
8/19/25 00045		8/14/25 35723	202508 330-53800-60000		*	524.00	
		ADJUSTABLE BENCH FOR GYM					
				ALLWAYS IMPROVING LLC FITNESS PRO			524.00 000779
8/19/25 00062		7/16/25 34386	202507 330-53800-45505		*	975.00	
		WALL/FLOOR REPAIRS-POOL					
				GULF COAST LEAK DETECTION			975.00 000780
8/19/25 00039		8/11/25 12806	202507 310-51300-31500		*	3,202.00	
		JUL GENERAL COUNSEL					
				KILINSKI VAN WYK PLLC			3,202.00 000781
8/26/25 00034		8/19/25 1103073	202508 330-53800-60000		*	170.00	
		HVAC BACKFLOW TESTING					
				WATTS COOLING HEATING & PLUMBING			170.00 000782
8/26/25 00034		8/20/25 1103128	202508 330-53800-60000		*	250.00	
		HVAC REPR-OEM CTRL BOARDS					
				WATTS COOLING HEATING & PLUMBING			250.00 000783
TOTAL FOR BANK A						30,018.28	
TOTAL FOR REGISTER						30,018.28	

CANO CANOPY CDD SRICE

FOURTH ORDER OF BUSINESS

A.



WORK AUTHORIZATION FOR FIELD OPERATIONS MANAGEMENT SERVICES

This Work Authorization is issued pursuant to the Management Agreement between Canopy Community Development District ("District") and Governmental Management Services, L.L.C. ("Manager" or "GMS"), dated October 1st, 2024. This Work Authorization shall be effective from October 8th, 2025 ("Effective Date") until terminated or modified in accordance with the terms of the Management Agreement.

This Work Authorization is issued in accordance with, and is at all times subject to, the terms and conditions of the District Management Agreement dated October 1st, 2024, between the District and Manager. The Management Agreement is incorporated herein by reference, and all capitalized terms shall have the same meanings ascribed to them in the Management Agreement. In the event of any conflict or inconsistency between this Work Authorization and the District Management Agreement, the terms of the District Management Agreement shall control and prevail.

This Work Authorization expands the District Management Services to include Field Operations Management Services as detailed in Exhibit "A" and Exhibit "B" below:

“EXHIBIT A” - SCOPE OF SERVICES:

Contractor Services	
▪ Field Operations Management Services: ○ Provide oversight of the landscape maintenance contractor ○ Provide oversight of the lake maintenance contractor ○ Provide oversight of all other maintenance contractors such as security, outside pest control, tree services, sidewalk repairs, road maintenance, FPL, site inspections, etc. ○ Periodically inspect lakes, and structures for needed maintenance, issues, and repairs. ○ Maintain and monitor the field operations Board of Supervisors adopted annual budget. ○ Conduct onsite meetings with CDD service providers. ○ Monitor all CDD field-related utility accounts. ○ Provide Operations Memorandum for field-related activity to Board of Supervisors monthly agenda package one week before scheduled CDD meeting. ○ Attend all District Board of Supervisor meetings with representation of CDD management activities. ○ Receive and respond to resident emails, and phone calls about CDD property-related issues. ○ Prepare an Emergency Action Plan for significant weather events. ○ Oversee & assist maintenance personnel with CDD projects on site ○ Provide oversight, proposals if needed of future capital projects. ○ Maintain all the entry monuments and CDD signage, including outside contracting for repairs and pressure-washing as needed. ○ Inspect & maintain all sunshade structures & sails, including outside contracting for repairs & pressure washing as needed. ○ Perform lighting inspections for all district-owned interior and exterior lighting. ○ Monitor all gates and doors for proper operating conditions. ○ Monitor the pool decks, and outdoor pool furniture, obtain proposals for services and repair as needed. ○ Maintain an aesthetically pleasing CDD community as possible within budget & approvals. <tr><td> ▪ General Provisions: ○ GMS shall provide, at no charge to the District, company uniforms to all personnel providing these services. ○ All GMS employees are subject to a background check, and/or drug screening. </td></tr>	▪ General Provisions: ○ GMS shall provide, at no charge to the District, company uniforms to all personnel providing these services. ○ All GMS employees are subject to a background check, and/or drug screening.
▪ General Provisions: ○ GMS shall provide, at no charge to the District, company uniforms to all personnel providing these services. ○ All GMS employees are subject to a background check, and/or drug screening.	

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ORLANDO
219 E. Livingston St.
Orlando, FL 32801
(407) 841-5524

ST. AUGUSTINE
50 Ellis Street
Suite 208
St. Augustine, FL 32095
(904) 288-7667

ST. AUGUSTINE
475 West Town Place
Suite 114
St. Augustine, FL 32092
(904) 940-5850

FT. LAUDERDALE
5385 N. Nob Hill Road
Sunrise, FL 33351
(954) 721-8681

TAMPA
4530 Eagle Falls Pl
Tampa, FL 33619
(813) 344-4844

PALM COAST
393 Palm Coast Parkway SW
Suite 4
Palm Coast, FL 32137
(904) 940-5850

KNOXVILLE
1001 Bradford Way
Kingston, TN 37763
(865) 717-7700



“EXHIBIT B” – FEE SCHEDULE:

- Ordinary Services as described below:

Fee Schedule *	FY '26 Budget	Proposed FY '26 GMS Fees
Field Management Services – Option 1 of 3: • Annual Fee paid in equal monthly payments (plus, reimbursable expenses) • Monthly On-Site Inspections Vendor Coordination ○ One (1) Day per Week	\$30,000	\$20,000
Field Management Services – Option 2 of 3: • Annual Fee paid in equal monthly payments (plus, reimbursable expenses) • Monthly On-Site Inspections Vendor Coordination ○ Two (2) Days per Week	\$30,000	\$35,000
Field Management Services – Option 3 of 3: • Annual Fee paid in equal monthly payments (plus, reimbursable expenses) • Monthly On-Site Inspections Vendor Coordination ○ Three (3) Days per Week	\$30,000	\$43,000
Out of Pocket Expenses: • Miscellaneous supply expenses will be included in the monthly invoices as a reimbursable expense • Written pre-approval from the District must be included for any reimbursable expenses over \$2,000 a month. • The District shall reimburse for mileage expenses incurred due to conducting District business. Such mileage shall include travel within the District’s property as well as offsite travel to procure supplies needed for the District. Reimbursement rates shall be determined per IRS guidelines. Mileage reimbursement shall not exceed \$1,000/year without prior authorization from the Board of Supervisors	Reimbursed At Cost	
* Fiscal Year Calendar: Fiscal Year 2026 represents dates between October 1 st , 2025 to September 30 th , 2026		

- Additional Services:
 - All other requested items not specifically denoted in Exhibit "A" or Exhibit "B" will be subject to either a flat rate proposal or an hourly rate proposal to the District.

Governmental Management
Services, L.L.C.

Canopy Community Development
District

Check Only One: ☐ Model 1 ☐ Model 2 ☐ Model 3

Jim Oliver, Managing Partner

Chair/Vice-Chair, Board of Supervisors

Signature Date

Signature Date



EXHIBIT C

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Zelen Risk Solutions, Inc.
7964 Devoe Street

Jacksonville FL 32220

CONTACT NAME: Holly Howe
PHONE (A/C, No, Ext): (904) 262-8080
E-MAIL: holly@zelenrisk.com
ADDRESS:

INSURER(S) AFFORDING COVERAGE
INSURER A: Northfield Insurance Company
INSURER B: The Princeton Excess and Surplus Lines Ins Co
INSURER C: Great American Insurance Company
INSURER D:
INSURER E:
INSURER F:

FAX (A/C, No): (904) 262-1444
NAIC #

INSURED
Governmental Management Services, LLC
1001 Bradford Way
Kingston TN 37763

INSURER(S) AFFORDING COVERAGE
INSURER A: Northfield Insurance Company
INSURER B: The Princeton Excess and Surplus Lines Ins Co
INSURER C: Great American Insurance Company
INSURER D:
INSURER E:
INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			WS626221	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 2,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Each occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
	☒ POLICY ☐ PROJECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
B	UMBRELLA LIAB	☒ OCCUR		82A3FF0004857-00	10/01/2024	10/01/2025	EACH OCCURRENCE \$ 1,000,000
	☒ EXCESS LIAB	☐ CLAIMS-MADE	AGGREGATE \$ 1,000,000				
	☐ DED ☐ RETENTION \$ 0		\$				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☒ N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
C	Employment Practices Liability			EPLE044783	12/20/2024	12/20/2025	Each Claim \$1,000,000
							Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

New Canopy Community Development District, its officers, supervisors, agents, managers, counsel, engineers, staff and representatives are additional insured with regards to General Liability when required by written contract.

Waiver of Subrogation applies in favor of the same when required by written contract.

30 days notice of cancellation, 10 days for non-payment.

CERTIFICATE HOLDER

CANCELLATION

Canopy CDD
475 West Tower Place
Suite 114
St Augustine, FL 32092

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE *Vicky M. Zelen* <ME>

ACORD 25 (2010/05)

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EXHIBIT D
ANTI-HUMAN TRAFFICKING AFFIDAVIT

ANTI-HUMAN TRAFFICKING AFFIDAVIT

I, Kelly Adams , as Director of Human Resources, on behalf of Governmental Management Services, LLC (the "Manager"), under penalty of perjury hereby attest as follows:

1. I am over 21 years of age and an officer or representative of the Manager.
2. The Manager does not use coercion for labor or services as defined in Section 787.06(2)(a), *Florida Statutes*.
3. More particularly, the Manager does not participate in any of the following actions:
 - (a) Using or threatening to use physical force against any person;
 - (b) Restraining, isolating or confining or threatening to restrain, isolate or confine any person without lawful authority and against her or his will;
 - (c) Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of the labor or services are not respectively limited and defined;
 - (d) Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
 - (e) Causing or threatening to cause financial harm to any person;
 - (f) Enticing or luring any person by fraud or deceit; or
 - (g) Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03, *Florida Statutes*, to any person for the purpose of exploitation of that person.

FURTHER AFFIANT SAYETH NAUGHT.



Manager: Governmental Management Services, LLC

By: Kelly Adams

Name: Kelly Adams

Title Director of Human Resources:

STATE OF ~~FLORIDA~~ Tennessee
COUNTY OF Roane

Date: 12/6/2024

SWORN TO AND SUBSCRIBED before me ☒ physical presence or ☐ remote notarization by Amanda Jones as _____, of _____, who is ☒ personally known to me or ☐ who produced _____ as identification this 6 day of December, 2024.

(Notary Seal)

Amanda Jones
Notary Public



EXHIBIT E

GOVERNMENT MANAGEMENT SERVICES, L.L.C. COMPANY PROFILE

[24 PAGES TO FOLLOW]



Governmental Management Services

Serving Florida's Communities

October 8th, 2025

Canopy Community Development District
c/o Jennifer Kilinski, District Counsel
Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301

Via email to Jennifer@cddlattorneys.com

RE: District and Field Operations Management Services Company Profile

Dear Canopy Board of Supervisors:

Governmental Management Services, L.L.C. ("GMS") is pleased to provide for your review our Company Profile associated with providing District & Field Operations Management Services to the Canopy Community Development District ("CDD"). We believe the Company Profile demonstrates that we are the best choice for this project. Here are some of the reasons why:

- ❖ We are the leader in the Community Development District industry. We provide district management services to 275+ CDDs across the State of Florida.
- ❖ We have a team of management, financial, administrative, and operations professionals who are extremely qualified to provide these services and meet time and budget requirements.
- ❖ We have a proven approach, methodology, and philosophy towards providing these services that reflect our commitment and ability to deliver comprehensive services that exceed the expectations of our clients.
- ❖ We also have the ability to respond to individual client needs efficiently, effectively, and professionally. Our approach to providing the services for each of the responsibilities described in this Company Profile is to fully understand them and provide them in a manner that meets all the statutory requirements, customized to the approach preferred by the Board of Supervisors.

We thank you for this opportunity to submit our Proposal and would be happy to provide any additional information if requested. Please feel free to contact me at (865) 603-5101, or via email at DMossing@gmstnn.com if you have any questions or need additional information.

Sincerely,

Darrin Mossing

Darrin Mossing
GMS President

Enclosures

ORLANDO

219 E. Livingston St.
Orlando, FL 32801
(407) 841-5524

ORLANDO

6200 Lee Vista Blvd.
Orlando, FL 32801
(407) 841-5524

ST. AUGUSTINE

475 West Town Place
Suite 114
St. Augustine, FL 32092
(904) 288-7667

FT. LAUDERDALE

5385 N. Nob Hill Road
Sunrise, FL 33351
(954) 721-8681

TAMPA

4530 Eagle Falls Place
Tampa, FL 33619
(813) 344-4844

PALM COAST

393 Palm Coast Parkway SW
Suite 4
Palm Coast, FL 33137
(904) 940-5850

KNOXVILLE

1001 Bradford Way
Kingston, TN 37763
(865) 717-7700

District And Field Operations Management Services Company Profile Prepared For The Canopy Community Development District:



GOVERNMENTAL MANAGEMENT SERVICES, L.L.C.



DISTRICT & FIELD
OPERATIONS
MANAGEMENT
SERVICES

www.govmgtsvc.com

Submitted
October 8th ,, 2025

TABLE OF CONTENTS

COMPANY INFORMATION

3

HOW WE WORK

4

CONTACT INFORMATION

6

FAMILY OF GMS COMPANIES

7

OUR TEAM

8

SERVICES

10

REFERENCES

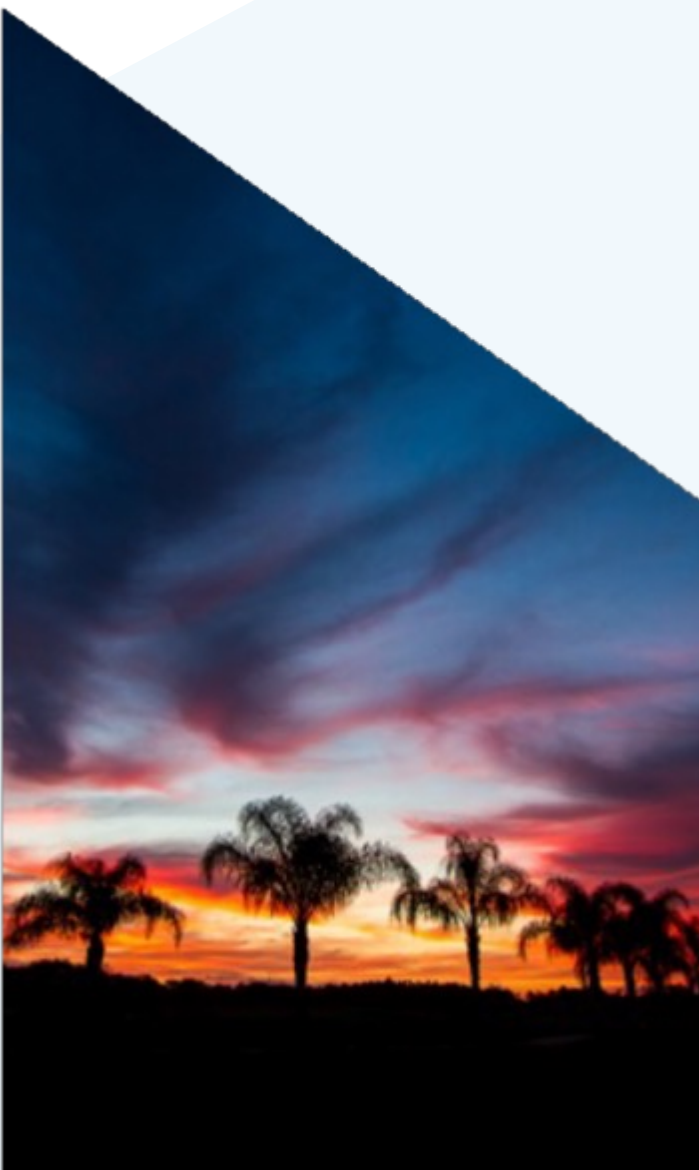
16

EXPERIENCE SUMMARY

17

THANK YOU

24



COMPANY INFORMATION

Governmental Management Services ("GMS") is a family of limited liability companies that was established for the purpose of providing district management services to Special Taxing Districts. With encouragement from industry professionals and the development community, GMS was created to provide an alternative to the existing district management companies. GMS currently has offices in St. Cloud, Orlando, Tampa, Sunrise, Miami, Tallahassee, Port St. Lucie, St. Augustine, Palm Coast, Florida, and Knoxville, Tennessee. Company personnel who would be providing services are generally determined by geography of the District and required services. However, everyone at GMS works together to provide the most efficient, effective and comprehensive management services possible. GMS currently manages over 275 Community Development Districts across the State of Florida and fully understands the requirements of Chapter 190. As described in Section 3, the personnel at GMS are very well known and respected by people involved with Community Development Districts. Many of the personnel have worked with Investment Bankers, Bond Counsel, District Counsel, Engineers, Developers, and Boards of Supervisors across the State of Florida.

They have provided management, financial, administrative, and operational services to over 275 special taxing districts and homeowners associations. Our greatest strength is our ability to respond to individual client needs quickly, efficiently and professionally.

**GMS WAS ESTABLISHED TO
PROVIDE THE MOST EFFICIENT,
EFFECTIVE AND
COMPREHENSIVE MANAGEMENT
SERVICES FOR COMMUNITY
DEVELOPMENT DISTRICTS IN THE
STATE OF FLORIDA.**



HOW WE WORK

Established in 2004, Governmental Management Services has over 250 full time and part time employees and has offices across the State of Florida. Our commitment to serving our clients and providing the most efficient, effective and comprehensive management services for Community Development Districts continues to fuel our growth.

Statement of Qualifications

GMS is the best qualified provider of district management services because of the experience of the personnel who will be providing the management services for the District. GMS brings a wealth of experience in the management, administrative, accounting and financial reporting, field operations, and assessment certifications.

GMS focuses exclusively on the services necessary for the proper management of Community Development Districts. Our staff includes managers, accountants, financial analysts, recording secretaries and operations managers all with experience with Community Development Districts and other special districts. We offer integrated management services including:

- General Management
- Recording Secretary Services
- Accounting and Financial Reporting
- Assessment Roll Administration
- Field Operations Management
- Amenity Management
- Preventative Maintenance
- Dissemination Agent Services
- Utility Billing
- Other Services

FULLY INTEGRATED SERVICES



These management services are being provided by the principals of GMS to over 275 Community Development Districts across the State of Florida.

OUR VALUES

MISSION

The goal of GMS is to provide the most efficient, effective, and comprehensive management services for Community Development Districts in the State of Florida.



CORE VALUES

Governmental Management Services' greatest strength is its ability to respond to individual client needs quickly, efficiently, and professionally. Listed below are our GMS core values:



Customer Commitment

We keep customer needs at the center of all that we do to provide a superior customer experience.



Integrity

We are honest, open, ethical, and fair.

People trust us to do what's right.



Teamwork

We win together, not alone.

We work together, across divisions, to meet the needs of our customers.



Passion and Drive

We are proud of the services we provide.

We play to win and strive to help our customers do the same.



Empower Individuals

Our employees set us apart.

We value our employees, encourage their development, and reward their performance.



Quality

Details matter.

We provide consistent and unsurpassed service that, together, deliver premium value to our customers.

CONTACT INFORMATION

Corporate Office:

1001 Bradford Way
Kingston, TN 37763
(865) 717-7700

As the largest CDD Management firm in the State of Florida, GMS is prepared to provide all CDD Management services directly and does not contemplate the need to subcontract services.

**GMS -
Central Florida**

219 E. Livingston St.
Orlando, FL 32801
(407) 841-5524

6200 Lee Vista Blvd
Ste. 300
Orlando, FL 32822

GMS - Tampa

4530 Eagle Falls Place
Tampa, Florida 33619
(863)-225-1186

**GMS - South
Florida**

5385 Nob Hill Road
Sunrise, FL 33351
(954) 721-8681

**GMS - North
Florida**

475 West Town Place,
Suite 114
St. Augustine, FL 32092
(904) 940-5850

393 Palm Coast
Parkway SW, Suite 4
Palm Coast, FL 32137

We have additional satellite offices
throughout the State of Florida

GOVERNMENTAL MANAGEMENT SERVICES

DARRIN MOSSING
PRESIDENT

KEITH NELSON
CHIEF OPERATING
OFFICER

HUMAN RESOURCES ♦ RECRUITING ♦ TRAINING
COMPLIANCE ♦ CORPORATE FINANCE

RIVERSIDE (NF)
ALISON MOSSING
VICE PRESIDENT

SOUTH FLORIDA
PATI POWERS
VICE PRESIDENT

CENTRAL FLORIDA
GEORGE FLINT
VICE PRESIDENT

NORTH FLORIDA
JIM OLIVER
MANAGING PARTNER

TAMPA
JASON GREENWOOD
MANAGING PARTNER

FIELD OPERATIONS

- CHRISTIAN BIROL
- CHRISTIAN DELLINGER
- JAY SORIANO
- JAMES SCHIESZER
- RICHARD GRAY

AMENITIES

- ALISON MOSSING
- TIMI WRIGHT
- NATALIE CLEM
- KAYLA RINKER
- ANDREW BEVIS
- & 18 OTHERS

ACCOUNTING

- PATI POWERS, VICE PRESIDENT
- TIZIANA CESSNA
- SHARRON RINKUS
- ASHLEY COOPER
- JENNIFER WASSERMAN, CPA
- & 2 OTHERS

DISTRICT MANAGEMENT

- PAUL WINKELJOHN
- JULIANNA DUQUE
- ANDREW GILL
- JULIO PADILLA
- ANDRESSA PHILLIPS
- BEN QUESADA
- JESUS LORENZO

ACCOUNTING

- KATIE COSTA, DIRECTOR
- TERESA VECARRA
- ROSA PADILLO
- JESSICA CLOUTIER
- NANCY SOLER
- ZUNYI YAN
- CAROL WRIGHT
- & 6 OTHERS

DISTRICT MANAGEMENT

- JILL BURNS, MANAGING PARTNER
- JASON SHOME
- TRICIA ADAMS
- JEREMY LEBRUN
- ROB SZOZDA

ACCOUNTING

- OKSANA KUZMIK
- BERNADETTE PEREGRINO
- TODD POLVERE
- TARA LEE
- SUSAN FERRERO

DISTRICT MANAGEMENT

- MATTHEW BAGETTI
- CORBIN DENAGY
- MARILEE GILES
- DANIEL LAUGHLIN
- JAMES PERRY

ACCOUNTING

- SHARYN HENNING, CPA
- HANNAH HENRY
- SAVANNA SZOZDA
- ALEXANDRA WOLFE, CPA

DISTRICT MANAGEMENT

- JASON GREENWOOD
- AMANDA FERGUSON
- RICHARD MCGRATH
- BRIAN YOUNG

MAINTENANCE

- TIMOTHY CARTER
- LUTHER NEWTON
- MARK CESSNA
- JOSEPH SOMMERS
- & 13 OTHERS

LIFEGUARDS & POOL ATTENDANTS

- 30 – 50 OTHERS ON SEASONAL AND/OR FLEX SCHEDULES

ASSESSMENT ADMINISTRATION

- RICHARD HANS, VP
- DARRIN MOSSING JR.
- DANIEL HARVEY

ADMINISTRATION

- JENNIFER MCCONNELL
- LATOYA FLOWERS
- ELLEN ACOSTA
- REGINE LUCAS
- & 2 OTHERS

ASSESSMENT ADMINISTRATION

- DARRIN MOSSING JR.
- MICHAEL CORTESE

ADMINISTRATION

- STACIE VANDERBILT, DIRECTOR
- SAMANTHA HAM
- & 8 OTHERS

ASSESSMENT ADMINISTRATION

- SHERYL FILIUS
- DARRIN MOSSING, JR.
- MARISSA SMARTO

ADMINISTRATION

- COURTNEY HOGGE
- LISA PELKEY
- SARAH SWEETING

ASSESSMENT ADMINISTRATION

- DARRIN MOSSING JR.
- MICHAEL CORTESE
- BRADFORD NELSON

ADMINISTRATION

- NICOLE VIERITO
- REBECCA SANTOS
- SUSAN YOUNG
- DORIS SANTOS

FIELD OPERATIONS

- PAT SZOZDA
- PATRICK BURGESS
- JASON GITEL
- JULIO PADILLA

AMENITIES

- 7-15 DISTRICT EMPLOYEES FLEX SCHEDULES

FIELD OPERATIONS

- ALAN SCHEERER
- CLAYTON SMITH
- MARSHALL TINDALL
- ROB SZOZDA
- & 4 OTHERS

AMENITIES

- MARCIA CALLEJA
- CHRISTINE WELLS
- ALEXANDRA PENAGOS
- & 11 OTHERS

FIELD OPERATIONS

- JAY SORIANO
- ROBERT BERLIN
- CHRISTIAN DELLINGER
- TERRY GLYNN

AMENITIES

- 7-15 DISTRICT EMPLOYEES FLEX SCHEDULES

FIELD OPERATIONS

- CLAYTON SMITH
- MICK SHEPPARD

AMENITIES

- BRIAN YOUNG
- & 14 OTHERS

MAINTENANCE

- ANGEL GUZMAN
- JULIO COLON
- ABNER DEJESUS
- JOSE SOTO
- & 3 OTHERS

INFORMATION TECHNOLOGY

- DAN BRADLEY

FIELD OPERATIONS

- JAY SORIANO
- ROBERT BERLIN
- CHRISTIAN DELLINGER
- TERRY GLYNN

AMENITIES

- 7-15 DISTRICT EMPLOYEES FLEX SCHEDULES

MAINTENANCE

- GARRETT DUBOIS
- STEVEN WENZT
- JEFF BACHELOR
- & 3 OTHERS

MAINTENANCE

- GARRETT DUBOIS
- STEVEN WENZT
- JEFF BACHELOR
- & 3 OTHERS



OUR TEAM



Although technology has tremendously impacted how services are provided for nearly every business today, GMS realizes an organization is only as good as the individuals working within it. If an organization is not able to retain hardworking, knowledgeable and dedicated employees that understand their client's needs, it is most certain to fail. It is for this reason that GMS has focused a significant effort on recruiting and retaining the best in the district management industry

STATEMENT OF STAFF CONSISTENCY

The District Management Team proposed remains the same for the duration of the contracts. Any changes in the District Management Team will be discussed and approved by the Boards of Supervisors. Members of the management team have worked together for years, and there is complete trust and loyalty in their abilities to provide the most efficient, effective and professional management services possible. In addition, these types of long-term personal relationship among GMS staff are reassuring to our clients because personnel turnover in any organization is extremely detrimental to its ability to provide the necessary services.

"GMS realizes an organization is only as good as the individuals working within it."

EDUCATION

Ohio University, 1988,
Bachelor of Science in
Accounting

EXPERIENCE

37+ Years

- President and
Founder – GMS
Organization
- Corporate
Operations &
District Management

DARRIN MOSSING

PRESIDENT

Darrin Mossing is the President and Founder of the GMS organization. Mr. Mossing graduated from the Ohio University with a Bachelor's degree in accounting in June 1988 and began his career as a staff accountant on September 1, 1988, for Indian Trace Community Development District. In November 2004, Mr. Mossing established the GMS organization, which has grown to over 250 CDDs, Homeowners Association and other Special Taxing Districts across the State of Florida.

JIM OLIVER

MANAGING PARTNER

Jim Oliver, as managing director of the GMS-North Florida Office, also provides district management services for GMS clients in the Northeast Florida region. Mr. Oliver has a Bachelor of Science Degree in Accounting from the State University of New York. He also has a Master's of Business Administration from Touro University. After 22 years of active-duty service with the United States Army and Florida National Guard, he retired as a Lieutenant Colonel. He has gained broad experience in governmental liaison work at the local, state and federal levels with experience in utility acquisitions, valuations and negotiations. He has been with GMS since 2005.

EDUCATION

Bachelor of Science in
Accounting From The
State University Of New
York

EXPERIENCE

20+ Years

- District Management
 - Assessment Roll
Administration
- 22 Years U.S. Army

DANIEL LAUGHLIN

CORBIN deNAGY

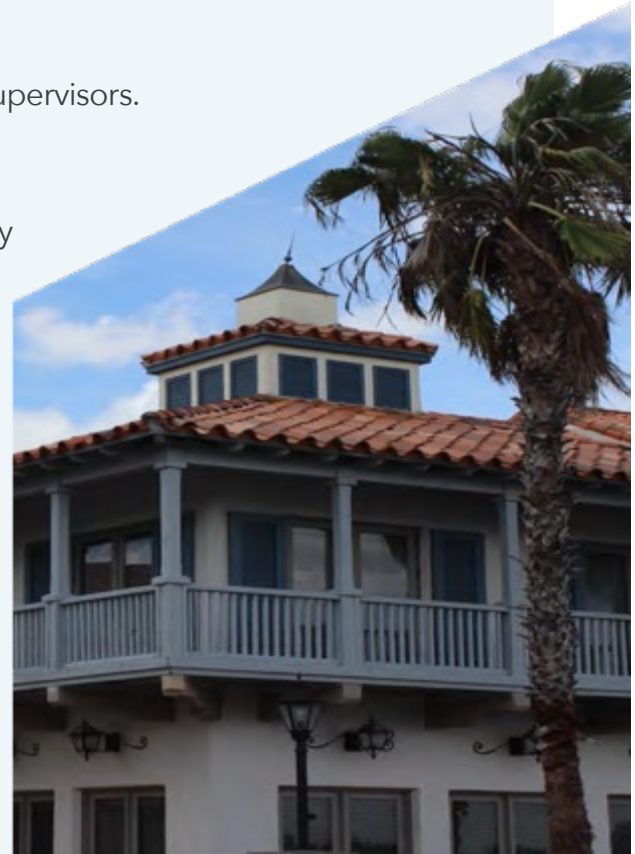
DISTRICT MANAGERS

Daniel Laughlin joined GMS in 2015 and has 10+ years of experience in District Management Services and has a diverse portfolio of clients; Daniel has a Bachelor's Degree in Finance from the University of North Florida. Corbin deNagy joined GMS in 2023 with 15+ years of industry experience; Corbin has a Master of Public Administration Degree from the Florida State University.

DISTRICT MANAGEMENT SERVICES

THE FOLLOWING MANAGEMENT SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, RULES AND REGULATIONS:

- Attend, record and conduct all regularly scheduled Board of Supervisors' Meetings including landowners' meetings, continued meetings and workshops.
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes.
- Ensure District is in compliance with administrative and financial reporting for CDDs.
- Correspond and communicate with Board of Supervisors and Staff to respond to the various needs of the District and Community.
- Review and approve agendas for circulation to the Board of Supervisors.
- Review and approve annual budget, annual audit, and monthly disbursements.
- Review annual insurance policy to ensure District maintains proper insurance coverage.

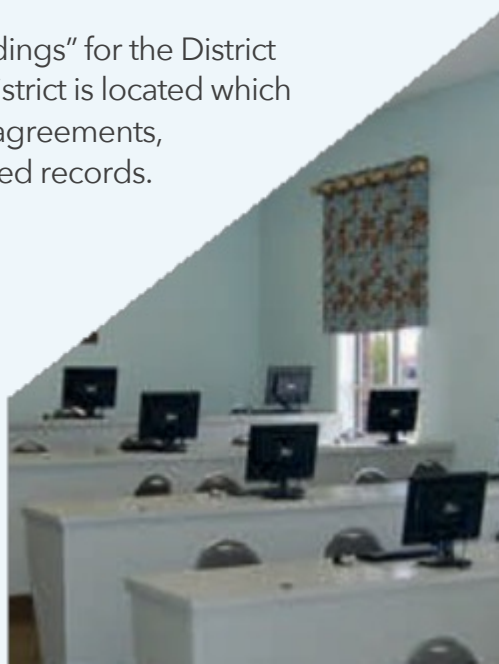


ADMINISTRATIVE SERVICES

Sarah Sweeting and Courtney Hogge share responsibility for our Administrative Services Department. This team prepares agenda packages, meeting notices, public records administration, statutory compliance and various other required administrative services. Ms. Sweeting joined GMS in 2005, and Ms. Hogge joined GMS in 2006.

THE FOLLOWING ADMINISTRATIVE SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, RULES AND REGULATIONS:

- Prepare agenda packages for transmittal to Board of Supervisors and staff seven days prior to Board of Supervisors' Meeting.
- Provide minutes for all Board of Supervisors' Meetings, including landowners' meetings.
- Ensure compliance with all administrative statutes affecting the District which include but are not limited to:
 - Publish and circulate annual meeting notice.
 - Report annually the number of registered voters in the District by June 1 of each year.
 - Maintain "Record of Proceedings" for the District within the County that the District is located which includes meeting minutes, agreements, resolutions and other required records.
 - Transmit Registered Agent information to Florida Commerce and local governing authorities.
 - File Ordinance or Rule establishing the District to Florida Commerce.



ACCOUNTING SERVICES

Bernadette Peregrino joined GMS as a District Accountant in 2007. She supports many CDD clients in the North and Central Florida areas with significant accounting experience in including financial statement preparation, payroll, budget preparation, preparation of annual audit reports, and statutory and bond compliance. Bernadette supports both developer and residential-controlled Board of Supervisor CDD clients. She has a Bachelor of Business Administration Degree in Accounting from the University of North Florida. She also supports staff training.

EDUCATION

- MBA, University of North Florida
- Masters Degree of Accountancy & Audit, International Institution
- Bachelor of Economics & Business, International Institution

EXPERIENCE

- 11+ Years in Accounting Services
- 8+ Years in the U. S. Army
- Staff Sergeant in the U. S. Army Reserve

EDUCATION

Bachelor of Business Administration Degree in Accounting, University Of North Florida

EXPERIENCE

- 27+ Years in Accounting
- Budgeting
- Financial Reporting
- Bond Compliance
- Utility Billing

Oksana Kuzmuk joined the GMS organization as a District Accountant in 2019. She has significant experience in the accounting field with concentrations in accounting, tax, auditing, compliance, and customer service. She supports numerous CDD clients in the North Florida area. Oksana also has a passion for professional development and training with both Masters and Bachelor Degrees; she is pursuing a CPA designation. She also holds advanced Military security clearances and is active in the U.S. Army Reserve.

THE FOLLOWING FINANCIAL SERVICES ARE TYPICALLY PROVIDED TO ENSURE THE DISTRICT OPERATES IN ACCORDANCE WITH ALL APPLICABLE STATUTES, LAWS, AND RULES AND REGULATIONS:

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet and income statement(s) with budget to actual variances.
- Prepare accounts payable and present to Board of Supervisors for approval or ratification.
- Prepare annual budget for review and approval by the Board of Supervisors.
- Transmit proposed budget to local governing authorities 60 days prior to adoption.
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm.
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors.
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 9 months after the fiscal year-end.
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies.
- Prepare annual public depositor report.
- Oversee and implement bond issue-related compliance, i.e., coordination of annual arbitrage report, transmittal of the annual audit and budget to the trustee, transmittal of the annual audit to bondholders and underwriters, annual/quarterly disclosure reporting, etc.
- Transmit Public Facilities Reports to the appropriate agencies
- Bind necessary insurance for the District, which includes liability, property, workers' compensation, etc.

OPERATIONS MANAGEMENT SERVICES

GMS provides Field Contract/Operations Management services to over 100 Districts throughout Florida. **Richard Gray** is the Director of Field Operations and Maintenance Management Services in the North Florida region. He has 10+ Years of experience in commercial and residential Landscaping and holds a CAT 3 Certification in the treatment of Ornamental and Turf Grass. He is also certified to operate Fram Tractor, Backhoe, Mini-Ex, and Walk-Behind Track Loader Equipment. **Jay Soriano** is our Field Operations Manager in Clay county, overseeing maintenance projects and providing field contract/operational management oversight services. After his first degree from East Carolina University, Jay then attended the University of Delaware, where he began his Master's studies in Health Administration and continued studies toward a second Bachelor's in Parks and Recreation programming. Over the past 25 years, Jay has worked as a Director of Recreation, Fitness and Aquatics, and as a manager for Facility operations for companies such as the YMCA, many small private fitness studios, and multiple CDD's, helping to guide them to successful program development, financial stability, and employee training. Working for GMS since 2012, Jay not only holds multiple professional certifications in many aspects of facilities maintenance, management, and program development, but also as an instructor for many professional organizations in Aquatics maintenance, and management, and pool construction.

PROPER OPERATION OF THE DISTRICTS INCLUDE:

- Administer and manage maintenance contracts for landscaping, stormwater, wastewater, and reuse systems management
- Respond to resident and Board of Supervisors inquiries regarding Maintenance Operations
- Coordinate and implement maintenance projects throughout the community with vendors
- Conduct site visits (day and nighttime) to ensure satisfactory operation of the district and prepare periodic reports to the Board
- Review and approve construction contracts, change orders, payment requests, etc., during the construction phase
- We can also aid in the development of landscaping RFPs as requested.

PREVENTATIVE REPAIR & MAINTENANCE SERVICES

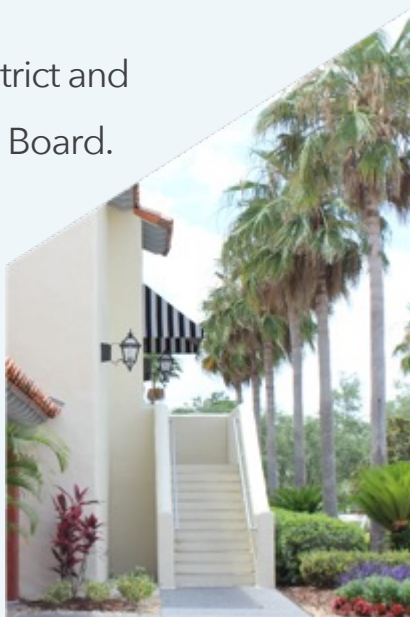
GMS has an in-house preventative repairs and maintenance department providing fully insured maintenance services in Tampa, Central Florida, and North Florida territories. Small to medium-size maintenance requests are coordinated through the District Manager and/or Field Operations Manager at the direction of the Board of Supervisors.

FIELD MANAGEMENT SERVICES

As a company, GMS provides field management services to 100+ Districts throughout Florida.

GMS HAS THE ABILITY TO CREATE A UNIQUE SCHEDULE TO ACCOMMODATE THE NEEDS OF THE COMMUNITY. SERVICES INCLUDE ALL ITEMS DESCRIBED IN THE RFP AND THE FOLLOWING:

- Administer and manage maintenance contracts for landscaping and lake maintenance contracts.
- Respond to resident and Board of Supervisors inquiries regarding Maintenance Operations.
- Coordinate and implement maintenance projects throughout the community with vendors.
- Conduct site visits to ensure satisfactory operation of the district and prepare a monthly report to the Board.
- Review and approve construction contracts, change orders, payment request, etc. during construction phase if contracted.



FACILITY MAINTENANCE SERVICES

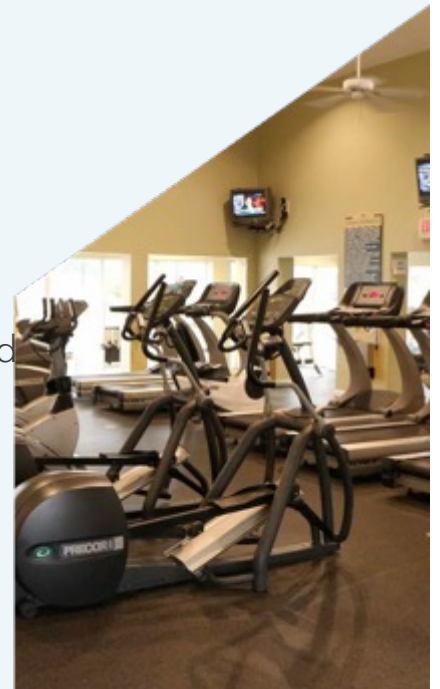
Every community has continuous needs for various maintenance requirements throughout the year. One of the many problems a community faces is who will perform the maintenance service, how much it will cost and when will it be completed. GMS has a strong team of experienced, dedicated and hard-working maintenance personnel with the ability to timely respond to most all maintenance issues throughout the community on a cost-effective basis.

SERVICES INCLUDE ALL ITEMS DESCRIBED IN THE RFP AND THE FOLLOWING:

- Light inspections and replacements
- Property inspections and trash removal
- Inspect and remove debris from lakes and outfall structures
- Inspect and clean pet receptacles
- Wildlife relocation program
- Paint facilities
- Refurbish spray ground & playground equipment
- Fence repairs
- Grinding of sidewalks (trip hazards)
- Fitness equipment preventive maintenance

SERVICES INCLUDE ALL ITEMS DESCRIBED IN THE RFP AND THE FOLLOWING:

- Service 1 to 5 times per week
- Sweep and mop tiled areas as necessary
- Clean restrooms, sinks, mirrors, fixtures, toilets and urinals
- Clean interior windows, baseboards, wipe down walls and doors
- Wipe down and sanitize fitness equipment
- Remove trash and replace trash can liners
- Restock supplies, paper products, etc. as needed
- Straighten deck furniture and blow off patio areas
- Pick up trash and debris from the amenity and pool areas



REFERENCES

GMS prides itself on the timely delivery of quality services to its clients. As a result, our clients as well as the other CDD industry professionals have come to recognize and appreciate the quality of the services we provide. GMS encourages its prospective clients to call our references and learn what other district supervisors, developers, attorneys, engineers and financial professionals are saying about us. The following table contains just a few of the clients and professionals that are pleased to serve as our references:

Cindy Nelsen

Chair, Double Branch CDD
1394 Canopy Oaks Drive
Orange Park, Florida 32065
(904) 424-9960

bcnelsen@comcast.net

Lacy Reynolds

Chair, Bartram Springs CDD
6089 Caladesi Court
Jacksonville, FL 32258
(904) 239-1255

lacynreynolds.cdd@gmail.com

Louis Cowling

Chair, Wilford Preserve CDD
14701 Philips Highway, Suite 300
Jacksonville, Florida 32256
(904) 907-6388

louis.cowling@dreamfindershomes.com

GMS's current clients are listed in Table 2-1. This grid reflects a portion of the services provided to our clients.

GOVERNMENTAL MANAGEMENT SERVICES

17

Table 2-1. District Management & Client Management Experience Summary

GMS Client #	GMS Client Name As of 2025-08-25	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
1	Aberdeen	St. Johns	✓	✓	✓		
2	Academical Village	Broward	✓	✓	✓		✓
3	Acree	Duval	✓	✓	✓		
4	Amelia Concourse	Nassau	✓	✓	✓		✓
5	Amelia Walk	Nassau	✓	✓	✓		✓
6	Anabelle Island	Clay	✓	✓	✓		✓
7	Armstrong	Clay	✓	✓	✓		
8	Astoria	Polk	✓	✓	✓		✓
9	Auburn Lakes	Brevard	✓	✓	✓		
10	Bahia Mar	Broward	✓	✓	✓		
11	Ballentrae Hillsborough(Billing ne	Hillsborough	✓	✓	✓		✓
12	Bannon Lakes	St. Johns	✓	✓	✓		
13	Banyan Drive Security Guard Spec	Miami-Dade	✓	✓			
14	Bartram Park	Duval	✓	✓	✓		
15	Bartram Springs	Duval	✓	✓	✓		
16	Bauer Drive	Miami-Dade	✓	✓	✓		
17	Bay Laurel Center	Marion	✓	✓	✓	✓	
18	Baytree	Brevard	✓	✓	✓		✓
19	Baywinds	Miami-Dade	✓	✓	✓		✓
20	Beacon Tradeport	Miami-Dade	✓	✓	✓		
21	Bella Collina	Lake	✓	✓	✓	✓	✓
22	Bella Tara	Osceola	✓	✓	✓		
23	Bellagio	Miami-Dade	✓	✓	✓		
24	Belmont	Hillsborough	✓	✓	✓		✓
25	Bent Creek	St. Lucie	✓	✓	✓		
26	Biscayne Drive Estates	Miami-Dade	✓	✓	✓		
27	Bonita Village	Lee	✓	✓	✓		
28	Bonnet Creek	Orange	✓	✓	✓		✓
29	Botaniko	Broward	✓	✓	✓		
30	Bradbury	Polk	✓	✓	✓		✓
31	Brandy Creek	St. Johns	✓	✓	✓		
32	Bridgewalk	Osceola	✓	✓	✓		✓
33	Bridgewater	Polk	✓	✓	✓		✓
34	By-The-Sea Security Guard Specia	Miami-Dade	✓	✓			
35	Campo Bello	Miami-Dade	✓	✓	✓		
36	Candler Hills East	Marion	✓	✓	✓		
37	Canopy	Leon	✓	✓	✓		
38	Capital Region	Leon	✓	✓	✓		
39	Central Lake	Lake	✓	✓	✓	✓	
40	Centre Lake	Miami-Dade	✓	✓	✓		✓
41	ChampionsGate	Osceola	✓	✓	✓		
42	ChampionsGate Condominium Pro	Osceola	✓	✓	✓		
43	ChampionsGate Villas Building 1 C	Osceola	✓	✓	✓		
44	Chapel Creek	Pasco	✓	✓	✓		✓
45	Cheswick South	Clay	✓	✓	✓		

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GMS Client #	GMS Client Name As of 2025-08-25	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
46	City of Coral Gables**	Miami-Dade	✓	✓			
47	Coastal Ridge	Duval	✓	✓	✓		
48	Coconut Cay	Miami-Dade	✓	✓	✓		✓
49	Cocoplum Lights	Miami-Dade	✓	✓			
50	Cocoplum Security Roving Special	Miami-Dade	✓	✓			
51	Copper Creek	St. Lucie	✓	✓	✓		✓
52	Copper Oaks	Lee	✓	✓	✓		
53	Coquina Shores	Flagler	✓	✓	✓		
54	Coral Bay	Broward	✓	✓	✓		✓
55	Coral Keys Homes	Miami-Dade	✓	✓	✓		
56	Cordova Palms	St. Johns	✓	✓	✓		✓
57	County Road 33	Polk	✓	✓	✓		
58	Creek Preserve	Hillsborough	✓	✓	✓		✓
59	Creekside	St. Lucie	✓	✓	✓		
60	Crossings	Osceola	✓	✓	✓		✓
61	Crossroads Village Center	Polk	✓	✓	✓		
62	Crosswinds East	Polk	✓	✓	✓		✓
63	Crosswinds West	Polk	✓	✓	✓		
64	Crystal Cay	Miami-Dade	✓	✓	✓		
65	Cypress Bluff	Duval	✓	✓	✓		
66	Cypress Cove	Broward	✓	✓	✓		✓
67	Cypress Park Estates	Polk	✓	✓	✓		✓
68	Cypress Ridge	Hillsborough	✓	✓	✓		✓
69	Darby	Duval	✓	✓	✓		
70	Davenport Road South	Polk	✓	✓	✓		✓
71	Davis Reserve	Polk	✓	✓	✓		✓
72	Deer Island	Lake	✓	✓	✓		✓
73	Deer Run	Flagler	✓	✓	✓		✓
74	Dewey Robbins	Lake	✓	✓	✓		
75	Double Branch	Clay	✓	✓	✓		
76	Dowden West	Orange	✓	✓	✓		✓
77	Downtown Doral	Miami-Dade	✓	✓	✓		
78	Downtown Doral South	Miami-Dade	✓	✓	✓		✓
79	Dunes	Flagler	✓	✓	✓		
80	Dupree Lakes	Pasco	✓	✓	✓		✓
81	Durbin Crossings	St. Johns	✓	✓	✓		
82	Eagle Hammock	Polk	✓	✓	✓		✓
83	Eagle Trace	Polk	✓	✓	✓		
84	East 547	Polk	✓	✓	✓		✓
85	Eden Hills	Polk	✓	✓	✓		✓
86	Elevation Pointe	Orange	✓	✓	✓		
87	Enclave At Black Pointe Marina	Miami-Dade	✓	✓	✓		✓
88	Epcore	Miami-Dade	✓	✓	✓		
89	Estancia at Wiregrass	Pasco	✓	✓	✓		✓
90	Eureka Grove	Miami-Dade	✓	✓	✓		

CLIENT LISTING

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GMS Client #	GMS Client Name As of 2025-08-25	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
91	Falcon Trace	Orange	✓	✓	✓		✓
92	Forest Brooke	Hillsborough	✓	✓	✓		✓
93	Founders Ridge	Lake	✓	✓	✓		
94	Fronterra (Starts Oct 1)	Collier	✓	✓	✓		
95	Gardens at Hammock Beach	Flagler	✓	✓	✓		
96	GIR East	Osceola	✓	✓	✓		
97	Golden Gem	Lake	✓	✓	✓		
98	Grand Oaks	St. Johns	✓	✓	✓		
99	Grande Pines	Orange	✓	✓	✓		✓
100	Green Corridor	Multiple	✓	✓			
101	Griffin Lakes	Broward	✓	✓	✓		✓
102	Hamilton Bluff	Polk	✓	✓	✓		
103	Hammock Lake Banyan Dr. Security	Miami-Dade	✓	✓			
104	Hammock Lakes Security Guard Station	Miami-Dade	✓	✓			
105	Hammock Oaks Golf and RV Resort	Sumter	✓	✓	✓		✓
106	Hammock Oaks Harbor Security Guard Station	Miami-Dade	✓	✓			
107	Hammock Reserve	Polk	✓	✓	✓		✓
108	Hartford Terrace	Polk	✓	✓	✓		✓
109	Hemingway Point	Broward	✓	✓	✓		✓
110	Heritage Park	St. Johns	✓	✓	✓		✓
111	Heron Isles	Nassau	✓	✓	✓		
112	Hickory Tree	Osceola	✓	✓	✓		
113	Hicks Ditch	Lake	✓	✓	✓		
114	Highland Meadows	Polk	✓	✓	✓		✓
115	Highland Meadows West	Polk	✓	✓	✓		✓
116	Holly Hill Road East	Polk	✓	✓	✓		✓
117	Hollywood Beach 1	Broward	✓	✓	✓		
118	Horseshoe Creek	Polk	✓	✓	✓		
119	Hunt Club Grove	Polk	✓	✓	✓		✓
120	Indigo	Volusia	✓	✓	✓		
121	Indigo East	Marion	✓	✓	✓		
122	Islands of Doral III	Miami-Dade	✓	✓	✓		
123	Isle of Bartram Park	St. Johns	✓	✓	✓		
124	Jennings Farms HOA	Clay	✓				
125	Kepler Road	Volusia	✓	✓	✓		
126	Kingman Gate	Miami-Dade	✓	✓	✓		✓
127	Kings Bay Security Guard Station	Miami-Dade	✓	✓			
128	Knightsbridge	Osceola	✓	✓	✓		✓
129	Lake Ashton	Polk	✓	✓	✓		
130	Lake Ashton II	Polk	✓	✓	✓		
131	Lake Deer	Polk	✓	✓	✓		✓
132	Lake Emma	Lake	✓	✓	✓		✓
133	Lake Harris	Lake	✓	✓	✓		✓
134	Lake Lizzie	Osceola	✓	✓	✓		✓
135	Lake Mattie Preserve	Polk	✓	✓	✓		

CLIENT LISTING

www.govmgtsvc.com



GMS Client #	GMS Client Name As of 2025-08-25	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
136	Lakes by the Bay South	Miami-Dade	✓	✓	✓		✓
137	LakeShore Ranch	Pasco	✓	✓	✓		✓
138	Lakeside Plantation	Sarasota	✓	✓	✓		
139	Landings	Flagler	✓	✓	✓		
140	Landings At Miami Beach	Miami-Dade	✓	✓	✓		
141	Lawson Dunes	Polk	✓	✓	✓		✓
142	Live Oak Lake	Osceola	✓	✓	✓		✓
143	Lucaya	Lee	✓	✓	✓		
144	Lucerne Park	Polk	✓	✓	✓		✓
145	Mainstreet at Coconut Street	Miami-Dade	✓	✓	✓		
146	Majorca Isles	Miami-Dade	✓	✓	✓		
147	Mayfair	Brevard	✓	✓	✓		
148	McJunkin At Parkland	Broward	✓	✓	✓		
149	Meadowview At Twin Creeks	St. Johns	✓	✓	✓		
150	Mediterranea	Palm Beach	✓	✓	✓		
151	Metropica	Broward	✓	✓	✓		
152	Middle Village	Clay	✓	✓	✓		
153	Mirada (Lee)	Lee	✓	✓	✓		
154	Mirada (Pasco)	Pasco	✓	✓	✓		✓
155	Narcoossee	Orange	✓	✓	✓		✓
156	Newtown Road	Miami-Dade	✓	✓	✓		
157	North Boulevard	Polk	✓	✓	✓		✓
158	North Dade	Miami-Dade	✓	✓	✓		
159	North Powerline Road	Polk	✓	✓	✓		✓
160	North Springs	Broward		✓	✓	✓	
161	Northern Riverwalk	Palm Beach	✓	✓	✓		
162	Oakridge	Broward	✓	✓	✓		
163	Ocean Gate	Miami-Dade	✓	✓	✓		
164	Old Cutler Bay Security Guard Spe	Miami-Dade	✓	✓			
165	Old Hickory	Osceola	✓	✓	✓		✓
166	Orchid Grove	Broward	✓	✓	✓		✓
167	Osceola Chain of Lakes	Osceola	✓	✓	✓		✓
168	OTC	Duval	✓	✓	✓		
169	Palm Coast Park	Flagler	✓	✓	✓		
170	Palm Glades	Miami-Dade	✓	✓	✓		✓
171	Palms of Terra Ceia Bay	Manatee	✓	✓	✓		
172	Park Creek	Hillsborough	✓	✓	✓		✓
173	Parkside Trails	Lake	✓	✓	✓		
174	Peace Creek	Polk	✓	✓	✓		✓
175	Peace Creek Village	Polk	✓	✓	✓		✓
176	Pine Air Lakes	Collier	✓	✓	✓		✓
177	Pine Bay Estates Security Roving &	Miami-Dade	✓	✓			
178	Pine Isles	Miami-Dade	✓	✓	✓		
179	Pine Ridge Plantation	Clay	✓	✓	✓		
180	Poinciana	Polk	✓	✓	✓		✓

CLIENT LISTING

www.govmgtsvc.com



GMS Client #	GMS Client Name As of 2025-08-25	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
181	Poinciana West	Polk	✓	✓	✓		✓
182	Pollard Road	Polk	✓	✓	✓		
183	Portofino Isles	St. Lucie	✓	✓	✓		
184	Portofino Landings	St. Lucie	✓	✓	✓		✓
185	Portofino Shores	St. Lucie	✓	✓	✓		✓
186	Portofino Springs	Lee	✓	✓	✓		
187	Portofino Vineyards	Lee	✓	✓	✓		
188	Portofino Vista	Osceola	✓	✓	✓		
189	Preston Cove	Osceola	✓	✓	✓		✓
190	Princeton Commons	Miami-Dade	✓	✓	✓		
191	Quail Roost	Miami-Dade	✓	✓	✓		✓
192	Ranches at Lake McLeod	Polk	✓	✓	✓		✓
193	Randal Park	Orange	✓	✓	✓		✓
194	Randal Park POA *	Orange	✓	✓			
195	Randal Park THOA *	Orange	✓	✓			
196	Randal Walk HOA-	Orange	✓	✓			
197	Remington	Osceola	✓	✓	✓		✓
198	Reserve	St. Lucie	✓	✓	✓	✓	
199	Reserve II	St. Lucie	✓	✓	✓		
200	Residences at Tohoqua Community	Osceola	✓	✓			
201	Reunion East	Osceola	✓	✓	✓		✓
202	Reunion West	Osceola	✓	✓	✓		✓
203	Rhodine Road North	Hillsborough	✓	✓	✓		✓
204	Ridges at Apopka	Orange	✓	✓	✓		✓
205	Ridgewood Trails	Clay	✓	✓	✓		
206	River Place On The St. Lucie	St. Lucie	✓	✓	✓		✓
207	Riverbend	Hillsborough	✓	✓	✓		
208	Rivercrest	Hillsborough	✓	✓	✓		✓
209	Rivers Edge	St. Johns	✓	✓	✓		
210	Rivers Edge II	St. Johns	✓	✓	✓		
211	Rivers Edge III	St. Johns	✓	✓	✓		
212	Riverwalk	Orange	✓	✓	✓		✓
213	Rolling Hills	Clay	✓	✓	✓		
214	Rolling Oaks	Osceola	✓	✓	✓		✓
215	Sabal Palm	Broward	✓	✓	✓		✓
216	Sampson Creek	St. Johns	✓	✓	✓		
217	San Simeon	Miami-Dade	✓	✓	✓		✓
218	Sandmine Road	Polk	✓	✓	✓		✓
219	Sawyer's Landing	Miami-Dade	✓	✓	✓		
220	Scenic Highway	Polk	✓	✓	✓		✓
221	Scenic Terrace North	Polk	✓	✓	✓		✓
222	Scenic Terrace South	Polk	✓	✓	✓		✓
223	Schaller Preserve	Polk	✓	✓	✓		
224	Seaton Creek Reserve	Duval	✓	✓	✓		✓
225	Sedona Point	Miami-Dade	✓	✓	✓		

CLIENT LISTING

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GMS Client #	GMS Client Name As of 2025-08-25	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
226	Seminole Palms of Flager*	Flagler	✓	✓			
227	Shingle Creek	Osceola	✓	✓	✓		✓
228	Shingle Creek At Bronson	Osceola	✓	✓	✓		✓
229	Shotgun Road	Broward	✓	✓	✓		
230	Siena North	Miami-Dade	✓	✓	✓		
231	Silver Palms	Miami-Dade	✓	✓	✓		
232	Six Mile	Clay	✓	✓	✓		✓
233	Snapper Creek Lakes Security Gua	Miami-Dade	✓	✓			
234	Solterra	Miami-Dade	✓	✓	✓		
235	South Village	Clay	✓	✓	✓		
236	South-Dade Venture	Miami-Dade	✓	✓	✓		
237	St. Augustine Lakes	St. Johns	✓	✓	✓		
238	Stillwater	St. Johns	✓	✓	✓		
239	Stoneybrook South	Osceola	✓	✓	✓		✓
240	Stoneybrook South At CG	Osceola	✓	✓	✓		✓
241	Stoneybrook West	Orange	✓	✓	✓		✓
242	Storey Creek	Osceola	✓	✓	✓		✓
243	Storey Drive	Orange	✓	✓	✓		✓
244	Storey Park	Orange	✓	✓	✓		✓
245	Summit View	Pasco	✓	✓	✓		✓
246	Summit View II	Pasco	✓	✓	✓		
247	Sunrise Harbour Security Guard S	Miami-Dade	✓	✓			
248	Talis Park	Collier	✓	✓	✓		✓
249	Tapestry	Osceola	✓	✓	✓		✓
250	Terra Bella	Pasco	✓	✓	✓		✓
251	Tesoro	St. Lucie	✓	✓	✓		✓
252	The Crossings At Fleming Island	Clay	✓	✓	✓	✓	
253	TIFA	Brevard	✓	✓	✓		
254	Tison's Landing	Duval	✓	✓	✓		
255	Tohoqua	Osceola	✓	✓	✓		✓
256	Tohoqua Crossings Townhomes H	Osceola	✓	✓			
257	Tohoqua Master Association *	Osceola	✓	✓			
258	Tohoqua Reserve *	Osceola	✓	✓			
259	Tolomato	St. Johns	✓	✓	✓		
260	Towne Park	Polk	✓	✓	✓		✓
261	Townhomes at Tohoqua *	Osceola	✓	✓			
262	Tranquility	Brevard	✓	✓	✓		
263	Turnbull Creek	St. Johns	✓	✓	✓		
264	Turtle Run	Broward	✓	✓	✓		✓
265	Valencia Water Control District	Orange	✓	✓	✓		
266	Veranda Landing	St. Lucie	✓	✓	✓		
267	Verano #1	St. Lucie	✓	✓	✓		
268	Verano #2	St. Lucie	✓	✓	✓		✓
269	Verano #3	St. Lucie	✓	✓	✓		✓
270	Verano #4	St. Lucie	✓	✓	✓		

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GMS Client #	GMS Client Name As of 2025-08-25	Florida State County	General Management	Accounting & Financial Reporting	Recording Secretary	Water / Wastewater Utility	Operations Management/ Amenities
271	Verano #5	St. Lucie	✓	✓	✓		
272	Verano Center	St. Lucie	✓	✓	✓		
273	Viera East	Brevard	✓	✓	✓		
274	Villa Portofino East	Miami-Dade	✓	✓	✓		
275	Villa Portofino West	Miami-Dade	✓	✓	✓		
276	Villages of Biscayne Park**	Miami-Dade	✓	✓			
277	Villages of Bloomingdale	Hillsborough	✓	✓	✓		✓
278	Villages of Westport	Duval	✓	✓	✓		
279	Villamar	Polk	✓	✓	✓		✓
280	Water Tank Road	Polk	✓	✓	✓		
281	Water's Edge	Manatee	✓	✓	✓		✓
282	Waterford Estates	Charlotte	✓	✓	✓		
283	Waterleaf	Hillsborough	✓	✓	✓		
284	Waterstone	St. Lucie	✓	✓	✓		✓
285	Weiberg Road	Polk	✓	✓	✓		
286	Wellness Ridge	Lake	✓	✓	✓		✓
287	Westside	Osceola	✓	✓	✓		✓
288	Westside Haines City	Polk	✓	✓	✓		
289	Westview North	Miami-Dade	✓	✓	✓		✓
290	Westwood OCC	Orange	✓	✓	✓		
291	White Clay	Polk	✓	✓	✓		
292	Wilford Preserve	Clay	✓	✓	✓		✓
293	Willow Creek	Brevard	✓	✓	✓		✓
294	Willow Creek II	Brevard	✓	✓	✓		
295	Willowbrook	Polk	✓	✓	✓		
296	Wind Meadows South	Polk	✓	✓	✓		✓
297	Windsor at Westside	Osceola	✓	✓	✓		✓
298	Windsor Cay	Lake	✓	✓	✓		✓
299	Windward	Osceola	✓	✓	✓		✓
300	Woodland Crossing	Sumter	✓	✓	✓		
301	Woodland Ranch Estates	Polk	✓	✓	✓		
302	Woodlands Section 9	Broward	✓	✓	✓		
303	Wynnfield Lakes	Duval	✓	✓	✓		
304	Wynnmere West	Hillsborough	✓	✓	✓		✓
305	Yarborough Lane	Polk	✓	✓	✓		
306	Zephyr Ridge	Pasco	✓	✓	✓		✓
307							
308							
309							
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315							

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Darrin Mossing, GMS President:
DMOSSING@GMSTNN.COM

Florida Association & Property Management, Inc.

Specializing in Condominium and Homeowner Association Management

We are the leading association
management service group.



1616 Metropolitan Circle, Suite C
Tallahassee, Florida 32308

850.727.7335

MyFloridaHOA.com

OUR FIRM

Company Profile

Florida Association & Property Management, Inc. was incorporated in 2009.

Qualifications

- Extensive experience in condominium, condotel, homeowner and townhome association functions including:
 - o Fiscal Management
 - o Property/Maintenance Services
 - o Contract Negotiating
 - o Records Retention
 - o Member Relations
 - o Organize Board, Committee and Member Meetings
 - o Governing Documents (amendments and enforcement)

Certifications

- **Florida Association & Property Management, Inc.**
 - o Management Firm License No.: CAM Business 3265
- **Joanie Deibert Trotman**
 - o Florida Community Association Manager License No.: CAM35245
 - o CAMICB Certified Manager of Community Associations Certification No.: 15580

OUR FIRM



Joanie Trotman

Joanie Trotman, President and CEO of Florida Association & Property Management, Inc. is originally from Ochlocknee, Georgia (approximately 35 miles north of Tallahassee), graduated in 2000 as Valedictorian of Bishop Hall and received a four-year scholarship to Peru State College in Peru, Nebraska.

She is a past member of the Junior League of Tallahassee, previously serving as Secretary for the Thymes Remembered Cookbook Committee and as Chairman of the Grants and Endowments Committee.

In 2010 Leon County Commissioners appointed Joanie to the Bannerman Road Corridor Study Citizens Advisory Council. The Council elected her Chairman of the Advisory Council.

In 2013 Leon County Commissioner Bryan Desloge appointed Joanie to the Minority, Women & Small Business Enterprise Citizens Advisory Committee and re-appointed her to the Committee in 2015. She has served as the Committee Chairman since 2014. In 2016, Joanie was appointed to serve on the Leon County Minority, Women & Small Business Enterprise Evaluation Committee.

She served six terms as the Secretary of the Board of Directors of Killearn Lakes Homeowners Association, Inc. and its Council of Neighborhoods Association Representative.

In addition to volunteerism, her work as a Community Association Manager and paralegal has given her the opportunity to work with a vast number of community associations and non-profit organizations throughout the state of Florida.

OUR FIRM

Brad Trotman

Brad Trotman is a lifelong resident of Tallahassee. After serving in the United States Marine Corps he began working with Killearn Lakes Homeowners Association, Inc. as a Site Manager and later as its Executive Director. Brad served as the Executive Director for Killearn Homes Association, Inc. (Killearn Estates) for nine years. He has served as a Board Member of the Tallahassee Council of Neighborhood Associations (CONA). In 2011 Leon County Commissioners (full Board appointment) selected Brad to serve as a Member of the Leon County Board of Adjustments and Appeals. He has served as Chairman and Vice-Chairman of the BOAA Board.

Daisey Barker

Daisey joined the management team at Florida Association & Property Management, Inc., in 2016 working in the accounting department. She is a lifelong resident of Tallahassee. As a young woman, Daisey traveled extensively with her husband throughout the United States and abroad. She attended the College of the Desert in Palm Springs, California and returned to Tallahassee in 2000. Daisey worked with the Florida Auto Dealers Association before joining Florida Cable Association where she worked for thirteen years. Her responsibilities include overall fiscal operations, accounts payable and receivable, payroll, overseeing tax preparation and filing, and preparation of all financial/management reports needed for up to a \$4 million budget.

SCOPE OF SERVICES

OPERATIONS & MAINTENANCE

Association Management

- Meetings
- Contracts
- Inspections
- Maintenance
- Emergencies

Meetings

We consult with the board of directors and will attend all association meetings. FAPM prepares and distributes all paperwork (agenda, proxy, ballot, minutes, return envelopes) in advance of meetings. Our goal is to provide the board with the most information to enable them to make educated decisions on behalf of the association.

Contracts

We review all existing contracts to ensure all necessary clauses are included and to ensure vendors are performing in accordance with their contract. We provide recommended specifications for outside contracts, such as landscape, to facilitate performance levels, as well as establish a standard for comparison. FAPM coordinates preparation of RFP documents, project specifications and execution of final contract documentation, including the verification of proper insurance, updated license status, lien releases, etc.

Inspections

We conduct routine site inspections of the community for the purpose of identifying rule violations and monitoring the performance of association vendors. Inspections are generally focused on seasonal demands such as landscaping, drainage; always include governing document compliance requirements and routine follow up of vendor activity and performance.

We provide assistance to board to enforce all Rules, Regulations, and Restrictions. We will note violations during on-site inspections and at the direction of the Board, promptly send letters to those not in compliance.

Maintenance

FAPM receives maintenance requests from residents/owners, documents all requests and initiate corrective measures to resolve the issue. Our goal is to promptly address concerns.

SCOPE OF SERVICES

Emergencies

FAPM provides an after-hours and weekend contact.

FISCAL MANAGEMENT

Financial Services

- Accounts Receivable
- Accounts Payable
- Financial Reports
- Budget and Reserves
- Collection of Unpaid Dues

Accounts Receivable

FAPM provides a system of checks and balances to assist the board in managing assets in accordance with the long range and short term plans. We prepare and mail all billing statements/coupon books owners, collect and deposit all payments, and respond to owner assessment inquiries.

Accounts Payable

We review all invoices submitted for payment, issue vendor and service provider checks twice per month. FAPM updates vendor files as needed, reconciles, generates, and mails annual 1099's to required vendors.

Financial Reports

Each month FAPM reconciles all banking accounts and provides the board with financial reports which include a statement of receipts and disbursements, assets and liabilities and listing of prepaid and delinquent assessment accounts. We coordinate financial year-end reporting and distribute as required and assist association CPA with tax return preparation.

Budget and Reserves

Our goal is to ensure the association is using its budget in the most economical way possible without reducing the level of services. We begin by performing an analysis of reserve accounts to assure interest returns are being maximized and review of Association financial position versus current budget. Each year we prepare a proposed budget for the board to review, make suggestions and eventually approve.

SCOPE OF SERVICES

Collection of Unpaid Dues

FAPM has extensive experience in collection of association assessments. We provide each owner with a coupon book with pre-addressed envelopes which are processed by the association's financial institution. We also offer automatic payment debit which allows the bank to automatically debit the owner's checking account each month. We prepare and mail friendly reminders, 14 day demand and work with the association attorney to record liens, file small claims actions and foreclosures.

ADMINISTRATIVE

Administrative Support

- Records
- Insurance
- Corporation
- Communication
- Notices/Mailings
- Association Website

Records

Association records are important. We maintain association files as records for one year or as required by Florida law. Records include owner directory, homeowner information database (including a file on each property, including: closing information, correspondence, architectural control approvals and deed restriction letters, return mail, etc.) and corporate documents.

Insurance

We perform a comprehensive review of all existing policies to ensure adequate coverage. FAPM manages and assure all required association insurance is in force and renewed annually. We also serve as the primary contact for any claims made.

Corporation

FAPM acts as the association's registered agent, ensures required annual reports are filed in a timely manner. We also serve as primary contact and liaison for association with owners, vendors, legal counsel and parties involved with real estate transactions.

Communication

Communication and community go hand-in-hand. We strive to provide superior customer service. Our office is open Monday through Friday between 9am and 4pm with an after-hours contact for emergencies.

SCOPE OF SERVICES

Notices/Mailings

Upon contracting with FAPM, we notify all owners of the change in management which provides pertinent information regarding our firm and contact information. We coordinate mailings to owners and/or residents to get materials out quickly and accurately. FAPM has extensive forms and sample letters and forms to use in communication with owners, vendors and service providers.

Association Website

We provide for the creation and maintenance of an association web site to include PDFs of declaration, bylaws, rules and regulations, budgets, meeting notices and meeting minutes. Additional features may include polling, calendar, news, message board, custom request forms, and board email.

FEE QUOTE

FEE QUOTE

Florida Association & Property Management, Inc. is pleased to offer the following quote for professional fees for Canopy Community Development District.

Management Proposal

Dedicated Onsite Services

- 1 day per week – \$26,400/annually (\$2,200/month)**
- 2 days per week – \$34,500/annually (\$2,875/month)**
- 3 days per week – \$39,000/annually (\$3,250/month)**

Scope

- Provide oversight of the landscape maintenance contractor.
- Provide oversight of the lake maintenance contractor.
- Provide oversight of all other maintenance contractors such as security, outside pest control, tree services, sidewalk repairs, road maintenance, site inspections, etc.
- Periodically inspect CDD stormwater ponds, and structures for needed maintenance, issues, and repairs.
- Maintain and monitor the field operations Board of Supervisors adopted annual budget.
- Conduct onsite meetings with CDD service providers.
- Monitor all CDD field-related utility accounts.
- Record visits to the District in a log with date and time entries. Provide Operations Memorandum for field-related activity to Board of Supervisors monthly agenda package one week before scheduled CDD meeting. Attend all District Board of Supervisor meetings with representation of CDD management activities.
- Receive and respond to resident emails and phone calls about CDD property-related issues.
- Prepare a CDD facilities Emergency Action Plan for significant weather events.
- Provide oversight, proposals if needed of future capital projects.
- Maintain all the entry monuments and CDD signage, including outside contracting for repairs and pressure-washing as needed.
- Inspect and maintain all sunshade structures & sails, including outside contracting for repairs and pressure washing as needed.
- Perform lighting inspections for all district-owned interior and exterior lighting.
- Monitor all gates and doors for proper operating conditions.
- Monitor the pool decks, and outdoor pool furniture, obtain proposals for services and repair as needed.
- Monitor and make minor repairs to all CDD facilities as needed (replace light bulbs, touch up paint, replace air conditioner filters, etc.).
- Maintain an aesthetically pleasing CDD community as possible within budget and approvals.
- When on-site, remove and replace dogi-pot station trash bags.

FEE QUOTE

Out of Pocket Reimbursable Expenses

- Reimbursable expenses to be itemized on invoicing each month.
- Any amount exceeding \$2,000 will require written approval from the District Manager and/or Board of Supervisors.

Mileage

- The District shall reimburse for mileage expenses incurred due to conducting District business. Such mileage shall include travel within the District's property as well as offsite travel to procure supplies needed for the District. Reimbursement rates shall be determined per IRS guidelines. Mileage reimbursement shall not exceed \$1,000/year without prior authorization from the Board of Supervisors.

One-Time Setup Fee Client Courtesy Discount per JDT/BCT

An initial one-time set up fee of ~~\$2,500.00~~ for transition costs.

**This is proposal is subject to negotiations and ultimately the
terms and conditions of the final contract which may be negotiated
as desired from time to time.**

1.

AGREEMENT FOR FIELD OPERATIONS MANAGEMENT SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into to be effective as of the ___ day of October 2025, by and between:

CANOPY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Tallahassee, Florida, with a mailing address of c/o Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

[_____, LLC], a Florida limited liability company, with a mailing address of _____ (“**Manager**” and, together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, pursuant to the Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

WHEREAS, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure (“**Improvements**”) located within the District; and

WHEREAS, the District operates and maintains the Improvements and desires to retain an independent contractor to provide for field operations management for the Improvements; and

WHEREAS, the Manager submitted a proposal and represents that it is qualified to provide the services identified in **Exhibit A**, attached hereto and incorporated by reference herein, in accordance with the terms of this Agreement (“**Services**”); and

WHEREAS, for ease of administration, potential cost savings to property owners and residents, and the benefits of on-site inspection, operation and maintenance personnel, the District desires to contract with the Manager to manage the operation and maintenance of the Improvements.

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

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

2. MANAGER'S OBLIGATION.

- A. ***Specific Duties.*** The Manager shall perform the specific duties described at **Exhibit A** attached hereto and incorporated herein by reference which may be amended from time to time pursuant to the terms set forth herein.
- B. ***General Duties.*** The Manager shall be responsible for the management and oversight of District vendors for the Improvements in an efficient, lawful and satisfactory manner and in accordance with the District's bond covenants relating to such maintenance under the District's direction. Except as provided in Paragraph 8 of **Exhibit A** attached hereto, the Manager shall not have authority to execute contracts, purchase orders, and/or change orders on behalf of the District but shall make recommendations for vendors and services to the District for approval by the Board or District Manager as appropriate under the District's procurement policies. The Manager is responsible for the overall supervision of service contractors and maintenance staff, as well as arranging for certain repair and maintenance work. The Manager shall report directly to the District Manager and the Board of Supervisors ("**Board**") of the District. The Manager shall attend Board meetings when requested by the District Manager or the Board.
- C. ***Inspection.*** The Manager shall conduct two (2) inspections of all District Improvements and property per month and report any irregularities to the District Manager, or his/her designated representative, within 24 hours of discovery, and shall correct any irregularities in accordance with the terms of this Agreement. Additional site visits beyond the required two monthly inspections shall be billed at \$X per visit.
- D. ***Investigation and Report of Accidents/Claims.*** The Manager shall promptly notify the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Improvements. Such report shall at a minimum include a description of any damage or destruction to District Improvements. The Manager shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. The Manager shall not file any claims with the District's insurance company without the prior consent of the District Manager or his/her designee.
- E. ***Compliance with Government Rules, Regulations, Requirements and Orders.*** The Manager shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Improvements placed thereon by any governmental authority having jurisdiction. The Manager shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, the Manager shall prepare for execution and filing by the District any forms, reports or returns which may be required by law in connection with the ownership, maintenance and operation of District Improvements.

- F. *Adherence to District Rules, Regulations and Policies.*** To the extent they apply to the Manager's performance herein, the Manager's personnel shall be familiar with any and all District policies and procedures, if any, and shall ensure that all persons using District property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. The Manager may adopt such policies and procedures as it deems necessary to the fulfillment of its obligations under this Agreement provided that copies of such policies and procedures shall be provided to the District. The Manager assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- G. *Care of the Property.*** The Manager shall use all due care to protect the property of the District, its residents and landowners from damage by the Manager, its employees or contractors. The Manager agrees to complete repair of any damage resulting from the Manager's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days.
- H. *Staffing.*** At all times during operation of the District facilities, Manager shall ensure responsible and proper staffing levels that meet the provisions of law and best practices. The needs of other properties shall not trump the responsible staffing of the Facilities. Manager shall not utilize employees hired by Manager to staff District Facilities at other Manager properties without the prior written approval of the District, through its District Manager. Manager shall not use District employees, if any, District property or any District hardware/facility for any other work not related directly to the District, including any other off-site properties or in support of other Manager-related businesses. District employees shall not be utilized for the provision of the Services set forth herein.
- I.** Manager shall provide annual evaluations of all employees staffed at the District, including District employees that Manager oversees, at a minimum. Such evaluations shall be standardized and provided in accordance with best employment practices. Manager shall train employees with supervisory responsibilities or cause such employees to be trained in human resources and employment best practices. This training at a minimum shall include such topics as performance management and terminations, corrective actions, social networking best practices and the do's and don'ts, harassment and discrimination, interviewing, and handling difficult employees/conflict resolution.
- J.** All purchases made by any of the positions paid for pursuant to the Agreement or this Addendum will be in accordance with and subject to the District's procurement and purchasing policies, Rules of Procedure and subject to all requirements for District procurement and purchases imposed by Florida law. The District will be responsible for all operating expenses pertaining to the day-to-day operation that will be reasonably necessary for a public purpose of the District. These will include, but not be limited to, the following: District telephone services, utilities, operating supplies, uniforms to the extent not provided for by Manager as set forth herein,

travel expenses for District employees consistent with the District's reimbursement policies, and other related expenses to District specific operations not a part of the responsibilities of Manager. No expenditure in excess of the amount budgeted for such may be made without prior Board approval except in the event of an emergency. For emergency expenditures, the Manager is authorized to spend up to \$[amount] per incident and shall report such expenditure and the reason for the emergency expense to the District Manager as soon as possible, but in no event later than twenty-four (24) hours.

- K.** Costs incurred by Manager due to emergencies or at the written direction of the District shall be reimbursed to Manager at cost. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Manager. The Manager shall to the best of its ability, avoid paying directly for items and seeking reimbursements, as the District provides a credit card for expenditures and has several accounts open for purchases.
- L.** Manager shall require all applicable registration forms and waivers to be executed by any Patrons of the District (as defined in the Policies Regarding District Amenity Facilities) prior to use of the Amenity Facilities.
- M.** The Parties agree that the Amenity Facilities shall be operated and maintained for a public purpose, and that any monies generated from the operation of the Facilities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Facilities consistent with the terms of this Agreement. The Manager shall operate in a way that maintains the District's tax-exempt status. The District agrees to pay any applicable ad valorem taxes, except that the Manager shall be responsible for payment of ad valorem taxes to the extent that the Facilities are made subject to ad valorem taxation as a result of the Manager's failure to abide by the terms of this Agreement or the Districts' rules or policies.

3. COMPENSATION.

- A.** ***Amount.*** The District shall pay the Manager _____ per month for Fiscal Year 2026, beginning October 1, 2025, and ending September 30, 2026, as set forth in **Exhibit B**, for the provision of field operations management services pursuant to the terms of this Agreement, which exhibit is incorporated herein by this reference. Future fiscal years pricing shall be as set forth in **Exhibit B** unless otherwise negotiated between the Parties and any price increase shall be presented to the District by March 1 of each year. Any increase in price or change in scope of Services must be approved in writing, executed by both Parties, prior to implementation of same; any change in price without such executed, written agreement shall be null and void.
- B.** ***Payments and Invoices.*** All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*, and the District's adopted *Prompt Payment Policies and Procedures*. The

invoice shall contain, at a minimum, the District's name, the Manager's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted. Manager shall provide, upon request, copies of employee timecards documenting the total hours worked and documentation of reimbursable expenses. Failure to do so upon request may result in delayed payment. In the event there is a dispute regarding payment or Services, the District reserves the right to hold the portion of the payment in dispute, pending expeditious negotiation and resolution of the dispute in good faith by the Parties.

- C. ***Additional Services.*** If the District should desire additional work or services, the Manager agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order(s) to this Agreement. The Manager shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.
- D. ***Conditions Precedent to Payment.*** The District may require, as a condition precedent to making any payment to the Manager, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Manager provide an affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Manager, in a form satisfactory to the District, that any indebtedness of the Manager, as to services to the District, has been paid and that the Manager has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

4. **TERM AND TERMINATION.**

- A. ***Term.*** This Agreement shall commence as of the date first written above and shall remain in effect through September 30, 2025, unless otherwise terminated in accordance with this Agreement. Thereafter, this Agreement shall automatically renew for additional one (1)-year periods unless either party provides at least thirty (30) days' written notice of its intent to not renew the Agreement or otherwise terminates this Agreement pursuant to its terms. Renewals are contingent upon satisfactory performance and subject to the availability of funds.
- B. ***Termination.*** The District shall have the right to terminate this Agreement upon thirty (30) days' written notice without cause, and the Manager shall have the right to terminate this Agreement upon sixty (60) days' written notice without cause. In the event of any termination, the Manager and the District shall use commercially reasonable efforts to cooperate with one another to provide a smooth and orderly

transition of responsibilities between the Parties. Upon any termination of this Agreement, the Manager shall be entitled to payment for all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against the Manager.

5. INSURANCE.

A. *Limits.* The Manager shall maintain throughout the term of this Agreement the following insurance:

- i.** Workers' Compensation Insurance in accordance with the laws of the State of Florida.
- ii.** Commercial General Liability (including Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation, if any.)

<i>General Aggregate</i>	\$2,000,000
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
- iii.** Automobile Liability covering any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed

<i>Bodily Injury and Property Damage</i>	\$1,000,000 combined single limit
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- iv.** Excess (Umbrella) Liability \$1,000,000

B. *Requirements.* The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "**Additional Insureds**") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Manager shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds.

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

6. INDEMNIFICATION.

- A. ***Indemnification by the Manager.*** To the fullest extent permitted by law, and in addition to any other obligations of the Manager under this Agreement or otherwise, the Manager shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Indemnitees**”), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Manager, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Manager’s performance of, or failure to perform, the Manager’s obligations pursuant to this Agreement or any Services or the Manager’s performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by the Manager in this Agreement or any Services. The indemnification obligations under this Agreement shall survive the termination or expiration of this Agreement.
- B. ***Obligations.*** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys’ fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against the Manager. The provisions of this Section 6 are independent of, and will not be limited by, any insurance required to be obtained by the Manager pursuant to this Agreement or otherwise obtained by the Manager, and the provisions of this Section 6 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
- C. ***Subcontractors.*** The Manager shall ensure that all subcontracts related to the Services include this Section for the benefit of the Indemnitees.

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

8. **COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Manager and each of its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration

and/or the status of foreign workers. The Manager shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. The Manager shall ensure that all of the Manager's employees, agents, subcontractors or anyone directly or indirectly employed by the Manager observe the Manager's rules and regulations of safety and conduct. The Manager shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. The Manager shall remedy all damage or loss to any property caused in whole or in part by the Manager, its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager, or by anyone for whose acts the Manager may be liable. The Manager shall indemnify District for all damage or losses it may incur or be exposed to because of the Manager or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager's failure to comply with the provisions contained herein.

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

10. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that at all times the relationship of the Manager and its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and the Manager or any of its employees, agents, subcontractors or anyone directly or indirectly employed by the Manager. The Parties acknowledge that the Manager is not an employee for state or federal tax purposes. The Manager shall hire and pay all of the Manager's employees, agents, subcontractors or anyone directly or indirectly employed by the Manager, all of whom shall be employees of the Manager and not employees of District and at all times entirely under the Manager's supervision, direction and control. Manager acknowledges and agrees that this Agreement does not contain any non-compete provisions, and Manager shall not enforce any non-compete restrictions against its employees with respect to work for the District. Should the District elect to suspend any department hereunder, or terminate the Agreement in whole or part, the District shall not be prohibited from directly or indirectly employing or contracting any individual employed by the Manager under this Agreement. Manager may prohibit its employees from soliciting work with other competitors or vendors that are not the District in its discretion.

11. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Manager is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

12. ENTIRE AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

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

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

A. If to Manager: [_____]
Attn: _____

B. If to the District: Canopy CDD
c/o Governmental Management Services
475 West Town Place, Suite 114
St. Augustine, FL 32092
Attn: District Manager

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

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

15. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

16. SUCCESSORS; ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement. Notwithstanding the foregoing, neither the District nor the Manager may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

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

18. PUBLIC RECORDS. The Manager understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Manager agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, the Manager shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Manager does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in the Manager's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Manager, the Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. The Manager acknowledges that, pursuant to Section 287.058(c), *Florida Statutes*, the District may unilaterally cancel this Agreement if the Manager refuses to allow public access to all documents, papers, letters, or other material made or received by the Manager in conjunction with this Agreement, unless such records are exempt under Florida law. The Manager acknowledges that the designated Public Records Custodian for the District is **Governmental Management Service, LLC**.

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904) 940-5850, CDENAGY@GMSNFL.COM, OR 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092.

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

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

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

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

23. E-VERIFY. The Manager shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, the Manager shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Manager has knowingly violated Section 448.095, *Florida Statutes*. By entering into this Agreement, the Manager represents that no public employer has terminated a contract with the Manager under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

24. SCRUTINIZED COMPANIES. In accordance with Section 287.135, *Florida Statutes*, the Manager represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, the Manager shall immediately notify the District. If the Manager is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

25. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Manager certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Manager agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if the Manager

refuses to sign said affidavit, the District may terminate this Agreement immediately.

26. PUBLIC ENTITY CRIMES. The Manager represents that in entering into this Agreement, the Manager has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if the Manager is placed on the convicted vendor list, the Manager shall immediately notify the District whereupon this Agreement may be terminated by the District.

27. FOREIGN INFLUENCE. The Manager understands and agrees that under Section 286.101, *Florida Statutes*, the Manager must disclose to the District in writing any current or prior interest, any contract with, or any grant or gift from a foreign country of concern (as that term is defined in Section 286.101(1), *Florida Statutes*) within 5 business days of the interest arising or gift/grant receipt. Failure to provide such disclosure may result in immediate termination of this Agreement.

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

**CANOPY COMMUNITY DEVELOPMENT
DISTRICT**

Chairperson, Board of Supervisors

[_____]

By: _____

Its: _____

Exhibit A: Scope of Services
Exhibit B: Compensation/Pricing Scope

Exhibit A
Canopy CDD
Field Operations Scope of Services

Scope

- Provide oversight of the landscape maintenance contractor.
- Provide oversight of the lake maintenance contractor.
- Provide oversight of all other maintenance contractors such as security, outside pest control, tree services, sidewalk repairs, road maintenance, site inspections, etc.
- Periodically inspect CDD stormwater ponds, and structures for needed maintenance, issues, and repairs.
- Maintain and monitor the field operations Board of Supervisors adopted annual budget.
- Conduct onsite meetings with CDD service providers.
- Monitor all CDD field-related utility accounts.
- Record visits to the District in a log with date and time entries. Provide Operations Memorandum for field-related activity to Board of Supervisors monthly agenda package one week before scheduled CDD meeting. Attend all District Board of Supervisor meetings with representation of CDD management activities.
- Receive and respond to resident emails and phone calls about CDD property-related issues.
- Prepare a CDD facilities Emergency Action Plan for significant weather events.
- Provide oversight, proposals if needed of future capital projects.
- Maintain all the entry monuments and CDD signage, including outside contracting for repairs and pressure-washing as needed.
- Inspect and maintain all sunshade structures & sails, including outside contracting for repairs and pressure washing as needed.
- Perform lighting inspections for all district-owned interior and exterior lighting.
- Monitor all gates and doors for proper operating conditions.
- Monitor the pool decks, and outdoor pool furniture, obtain proposals for services and repair as needed.
- Monitor and make minor repairs to all CDD facilities as needed (replace light bulbs, touch up paint, replace air conditioner filters, etc.).
- Maintain an aesthetically pleasing CDD community as possible within budget and approvals.
- When on-site, remove and replace dogi-pot station trash bags.

Out of Pocket Reimbursable Expenses

- Reimbursable expenses must be itemized with supporting documentation and submitted with monthly invoicing. All expenses must be reasonable, necessary, and directly related to the services provided under this Agreement.
- Any amount exceeding \$2,000 will require written approval from the District Manager and/or Board of Supervisors.

Mileage

- The District shall reimburse for mileage expenses incurred due to conducting District business. Such mileage shall include travel within the District's property as well as offsite travel to procure supplies needed for the District. Reimbursement rates shall be determined per IRS

guidelines. Mileage reimbursement shall not exceed \$1,000 per fiscal year without prior written authorization from the Board of Supervisors. All mileage claims must be submitted with detailed logs showing date, purpose, and miles driven within thirty (30) days of incurrence.

DRAFT

B.

SERVICES AGREEMENT

PROPERTY NAME: **Canopy CDD**

CUSTOMER NAME: **Canopy CDD**

SERVICE DESCRIPTION: Midge Fly Control Stocking of Lake Totalling approximately 50.2 Acres at Canopy CDD in Tallahassee FL.

EFFECTIVE DATE: **9/18/25**

SUBMITTED TO: Corbin DeNagy - cdenagy@gmsnf.com

SUBMITTED BY: Lonnie Lawrence - North Florida Business Development Consultant

THIS SERVICES AGREEMENT (the "Agreement") is effective as of the date indicated above (the "Effective Date"), by and between SOLitude Lake Management, LLC ("SOLitude" or "Company"), and the customer identified above (the "Customer"), in accordance with the terms and conditions set forth in this Agreement.

1. **SERVICES.** SOLitude will provide services (the "Services") at the Customer's property in accordance with the Scope of Services attached hereto as Schedule A.
2. **MODIFICATIONS.** Any deviation from the requirements and Services outlined in Schedule A involving extra cost of material and labor will result in extra charges. Such additional services will be provided by SOLitude only upon a Change Order mutually approved by the parties in writing (the "Change Order").
3. **PRICING.** The Customer agrees to pay for the Services, as well as any applicable sales or other taxes, in accordance with the Pricing Schedule attached hereto as Schedule B.
4. **PAYMENT.** SOLitude shall invoice Customer following completion of each required Service. Payment is due within thirty (30) days of the invoice date. Any disputes with an invoice or invoices must be brought to the attention of SOLitude by written notice within one hundred and twenty (120) days from the invoice date, otherwise Company will not be liable for any potential credits or adjustments. The parties agree to use good faith efforts to resolve any disputed invoice amounts within thirty (30) days after written notification of a dispute. Disputed amounts shall not affect payment of all undisputed amounts, and Customer agrees to pay all undisputed amounts owed on any disputed invoice within the applicable due dates. Invoices not paid on or before the invoice due date shall accrue interest charges at a rate of one percent (1%) per month, accruing as of the invoice date, until the time that such amounts are paid in full. Additionally, the Customer is liable for payment of all costs of collection of past due accounts, specifically including, but not limited to, court costs, expenses, and reasonable attorneys' fees. In addition to the compensation paid to SOLitude for performance of the Services, Customer shall reimburse SOLitude for all of the expenses paid or incurred by SOLitude in connection with the Services, including, but not limited to non-routine expenses, administrative fees, compliance fees, or any other similar expense that are incurred as a result of requirements placed on SOLitude by the Customer that are not covered specifically by the written specifications of this Agreement ("Reimbursable Expenses"). Should the work performed be subject to any local, state, or federal jurisdiction, agency, or other organization of authority for sales or other taxes or fees in addition to those expressly covered by this contract, the customer will be invoiced and responsible for paying said additional taxes in addition to the contract price and other fees.



5. TERM AND EXPIRATION. This Agreement shall commence on the Effective Date and shall expire upon completion of the Services required by Customer specified in Schedule A.

6. TERMINATION. In the event that this Agreement is terminated for any reason prior to SOLitude's completion of the Services, Customer agrees to reimburse SOLitude for any costs incurred, including, but not limited to, labor costs, materials and fees, that SOLitude may have incurred in preparation for the provision of its Services.

7. RESERVED.

8. INSURANCE. SOLitude will maintain general liability and property damage insurance as necessary given the scope and nature of the Services. A certificate of insurance will be issued to Customer, upon request.

9. INDEMNIFICATION; LIMITATION OF LIABILITY. THE CUSTOMER AGREES THAT THE WORK PROVIDED UNDER THIS AGREEMENT IS NOT TO BE CONSTRUED AS INSURANCE, OR AS A COVENANT, GUARANTEE, WARRANTY, OR PROMISE OF ANY KIND THAT THE CUSTOMER IS IN COMPLIANCE WITH ANY LEGAL GUIDELINES OR REQUIREMENTS. COMPANY DISCLAIMS ANY LIABILITY OR RESPONSIBILITY REGARDING THE PRACTICES AND OPERATIONS OF THE CUSTOMER, AND BEARS NO RESPONSIBILITY OR LIABILITY FOR WHETHER THE CUSTOMER CARRIES OUT THE RECOMMENDATIONS MADE BY COMPANY AND IN NO EVENT WILL COMPANY BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR ECONOMIC DAMAGES. THE CUSTOMER SHALL INDEMNIFY AND HOLD COMPANY HARMLESS FROM AND AGAINST ALL CLAIMS, DEMANDS, LIABILITIES, OBLIGATIONS, AND ATTORNEYS' FEES OR COSTS BROUGHT BY ANY THIRD PARTIES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR BY FAILURE OF THE CUSTOMER TO ACT IN ACCORDANCE WITH ANY LEGAL REQUIREMENTS IN CONNECTION WITH THE SERVICES DESCRIBED IN SCHEDULE A. COMPANY SHALL NOT BE LIABLE FOR ANY DELAY IN PERFORMING THE SERVICES, NOR LIABLE FOR ANY FAILURE TO PROVIDE THE SERVICES, DUE TO ANY CAUSE BEYOND ITS REASONABLE CONTROL. COMPANY WILL BE RESPONSIBLE FOR ONLY THOSE DAMAGES, CLAIMS, CAUSES OF ACTION, INJURIES, OR LEGAL COSTS CAUSED BY ITS OWN DIRECT NEGLIGENCE OR MISCONDUCT, BUT THEN ONLY TO AN AMOUNT NOT TO EXCEED THE ANNUAL FEES CHARGED UNDER THE AGREEMENT.

10. CONFIDENTIAL INFORMATION. "Confidential Information" means any information disclosed by one party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects, other than information that the Recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure other than through Recipient's action or inaction; or (iii) is in Recipient's possession, without confidentiality restrictions, at the time of disclosure by Discloser as shown by Recipient's files and records immediately prior to the time of disclosure. Recipient shall not at any time (a) disclose, sell, license, transfer, or otherwise make available to any person or entity any Confidential Information, or (b) use, reproduce, or otherwise copy any Confidential Information, except as necessary in connection with the purpose for which such Confidential Information is disclosed to Recipient or as required by applicable law. Recipient agrees to take all reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information. All Confidential Information shall at all times remain the property of Discloser, and all documents, electronic media, and other tangible items containing or relating to any Confidential Information shall be delivered to Discloser immediately upon the request of Discloser.

Notwithstanding the foregoing, if Recipient is required by law, regulation, subpoena, government order, regulatory agency order, judicial order, or other court order to disclose any Confidential Information, Recipient shall give the



Disclosing Party timely and lawful written notice of such a requirement prior to such disclosure, and shall reasonably and lawfully cooperate with the Disclosing Party to seek a protective order, confidential treatment, or other appropriate measures for such Confidential Information.

11. FORCE MAJEURE. The Company shall not be liable for any delay in performing the Services, nor liable for any failure to provide the Services, due to any cause beyond its reasonable control.

12. RIGHT TO SUBCONTRACT. The Company, in its sole discretion, may subcontract or delegate to an affiliate or third party any of its duties and obligations hereunder.

13. FUEL/TRANSPORTATION SURCHARGE. Like many other companies that are impacted by the price of gasoline, a rise in gasoline prices may necessitate a fuel surcharge. As such, the Company reserves the right to add a fuel surcharge to Customer's invoice for any increase in the cost of fuel as measured above the same time period in the prior year (by the National U.S. Average Motor Gasoline-Regular Fuel Price per Gallon Index reported by the U.S. Department of Energy). The surcharge may be adjusted monthly (up or down) with the price of gasoline.

14. ANTI-CORRUPTION AND BRIBERY. Each party represents that neither it nor anyone acting on its behalf has offered, given, requested or accepted any undue financial or other advantage of any kind in entering into this Agreement, and that it will comply with all applicable laws and regulations pertaining to corruption, competition and bribery in carrying out the terms and conditions of this Agreement.

15. E-VERIFY. SOLitude utilizes the federal E-Verify program in contracts with public employers as required by Florida State law, and acknowledges all the provisions of Florida Statute 448.095 are incorporated herein by reference and hereby certifies it will comply with the same.

16. GOVERNING LAW. Except for the Mandatory Arbitration Clause in Section 17 of this Agreement, which is governed by and construed in accordance with the Federal Arbitration Act, this Agreement shall be governed by, and construed in accordance with, the laws of the state in which the Services are performed.

17. MANDATORY ARBITRATION. Any claim, dispute or controversy, regarding any contract, tort, statute, or otherwise ("Claim"), arising out of or relating to this Agreement or the relationships among the parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Commercial or Consumer, as applicable, Rules in effect at the time the Claim is filed ("AAA Rules"). Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The arbitrator's decision shall be final, binding, and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This clause is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court for the District in which the services were performed or, if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state, or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable. Venue for arbitration hereunder shall be within the state where the customer's property, that is the subject of the services provided, is located.



18. ASSIGNMENT. The Company may assign this Agreement to a related or affiliated entity upon written notice to the Customer.

19. NOTICES. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be directed to the individuals and addresses listed in the signature block. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the third (3rd) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

20. DISCLAIMER. SOLitude is not responsible for the failure of any treatment, equipment installation, or other work that may result from dam or other structural failures, severe weather and storms, flooding, or other acts of God that are outside of the control of SOLitude. Customer understands and acknowledges that there are irrigation restrictions associated with many of the products used to treat lakes and ponds. The Customer is responsible for notifying SOLitude in advance of the contract signing and the start of the Agreement if they utilize any of the water in their lakes or ponds for irrigation purposes. The Customer accepts full responsibility for any issues that may arise from the irrigation of turf, ornamentals, trees, crops, or any other plants as a result of treated water being used by the Customer for irrigation without the consent or knowledge of SOLitude. Although there is rarely direct fish toxicity with the products used for treatment when applied at the labeled rate, or the installation and normal operation of the equipment we install, there is a risk under certain circumstances of significant dissolved oxygen drops. This risk is most severe in times of extremely hot weather and warm water temperatures, as these are the conditions during which dissolved oxygen levels are naturally at their lowest levels. Oftentimes, lakes and ponds will experience natural fish kills under these conditions even if no work is performed. Every effort, to include the method and timing of application, the choice of products and equipment used, and the skill and training of the staff, is made to avoid such problems. However, the Customer understands and accepts that there is always a slight risk of the occurrence of adverse conditions outside the control of SOLitude that will result in the death of some fish and other aquatic life. The Customer also understands and accepts that similar risks would remain even if no work was performed. The Customer agrees to hold SOLitude harmless for any issues with fish or other aquatic life which occur as described above, or are otherwise outside the direct control of SOLitude, unless there is willful negligence on the part of SOLitude.

21. BINDING. This Agreement shall inure to the benefit of and be binding upon the legal representatives and successors of the parties.

22. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and replaces any prior agreements or understandings, whether in writing or otherwise. This Agreement may not be modified or amended except by written agreement executed by both parties. In the event that any provision of this Agreement is determined to be void, invalid, or unenforceable, the validity and enforceability of the remaining provisions of this Agreement shall not be affected.

23. SEVERABILITY. If any part of this Agreement is held to be invalid or unenforceable for any reason, the remaining Terms and Conditions of this Agreement shall remain in full force and effect.

[SIGNATURES FOLLOW ON THE NEXT PAGE]



By signing below, the parties agree to be bound by the terms and conditions of this Agreement and any accompanying schedules as of the Effective Date.

ACCEPTED AND APPROVED:

SOLITUDE LAKE MANAGEMENT, LLC.

CANOPY CDD

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Please Remit All Payments to:

**SOLitude Lake Management, LLC
1320 Brookwood Drive Suite H
Little Rock AR 72202**

Customer's Address for Notice Purposes:

Please Mail All Notices and Agreements to:

**SOLitude Lake Management, LLC
1253 Jensen Drive, Suite 103
Virginia Beach, VA 23451**



SCHEDULE A – SCOPE OF SERVICES
FISH STOCKING

Fish Stocking:

1. The following types and sizes of fish will be stocked in the waterbody:

<u>Pond</u>	<u>Quantity</u>	<u>Species</u>	<u>Size</u>
1	2,000	Bluegill	5.5+"
	2,000	Redear Sunfish	5.5+"

2. Price includes the cost, delivery, and tempered release of all the above specified fish.
3. If the specified sizes of fish are unavailable, Company will notify the client and gain their approval prior to modifying the order.
4. Price includes any application, permit, or processing fees required by the State (if applicable).

General Qualifications:

1. Company is a licensed pesticide applicator in the state in which service is to be provided.
2. Individual Applicators are Certified Pesticide Applicators in Aquatics, Public Health, Forestry, Right of Way, and Turf/Ornamental as required in the state in which service is to be provided.
3. Company is a SePRO Preferred Applicator and dedicated Steward of Water. Each individual applicator has been trained and educated in the water quality testing and analysis required for prescriptive site-specific water quality management and utilizes an integrated approach that encompasses all aspects of ecologically balanced management. Each applicator has received extensive training in the proper selection, use, and application of all aquatic herbicides, algacides, adjuvants, and water quality enhancement products necessary to properly treat our Customers' lakes and ponds as part of an overall integrated pest management program.
4. Company guarantees that all products used for treatment are EPA registered and labeled as appropriate and safe for use in lakes, ponds, and other aquatic sites, and are being applied in a manner consistent with their labeling.
5. All pesticide applications made directly to the water or along the shoreline for the control of algae, aquatic weeds, or other aquatic pests as specified in this Agreement will meet or exceed all of the Company's legal regulatory requirements as set forth by the EPA and related state agencies for NPDES and FIFRA. Company will perform treatments that are consistent with NPDES compliance standards as applicable in and determined by the specific state in which treatments are made. All staff will be fully trained to perform all applications in compliance with all federal, state, and local law.
6. Company will furnish the personnel, vehicles, boats, equipment, materials, and other items required to provide the foregoing at its expense. The application method and equipment (boat, ATV, backpack, etc.) used is determined by our technician at the time of the treatment to ensure the most effective method is provided for optimal results.





SCHEDULE B – PRICING SCHEDULE

Total Price: **\$16,279.00** Price is valid for 60 days from the Effective Date

Due upon execution of this Agreement: 50% of the Total Price

Due upon completion of the services: remaining 50% of the Total Price



The Lake Doctors, Inc.
Aquatic Management Services®

Corporate Office

4651 Salisbury Road, Suite 155
Jacksonville, Florida 32256
(904) 431-3914
AR@lakedoctors.com
www.lakedoctors.com

SALES ORDER

SALES REP. TIM

ACCOUNT/SITE	CANOPY DOVE FIELD POND	ACCOUNT #
BILLING NAME		DATE 9-30-2025
BILLING ADDRESS		COUNTY # LEON
CONTACT	CORBIN DENAGY	PHONE # 904-710-0083
EMAIL ADDRESS	CDENAGY@GMSNF.COM	Email Invoice: Y ☒ N ☐
PO#		
SHIPPING ADDRESS		

QTY	DESCRIPTION	PRICE	EXTENDED
11	5000-7000 GAMBUSIA MINNOWS	\$250.00	\$2750.00
	DELIVERY	\$150.00	\$150.00

PRODUCT TOTAL	\$2900.00
SUBTOTAL	
7.5% STATE SALES TAX	\$217.50
FREIGHT	
TOTAL	\$3117.50

CUSTOMER SIGNATURE _____

DATE _____

All Sales are Final - no refunds, returns or exchanges. The Lake Doctors does not accept any liability for damages, losses or conditions arising from improper use.

Florida Offices

Clearwater (727) 544-7644
Dania Beach (954) 565-7488
Fort Myers (239) 693-2270
Fort Pierce (772) 241-5773

Jacksonville (904) 262-5500
Navarre (850) 939-5787
Sarasota (941) 377-0658
Tallahassee (850) 329-2389

Winter Springs (407) 327-7918

Ohio Offices

Centerville (937) 433-2942
Columbus (614) 987-5098

South Carolina Offices

Myrtle Beach (843) 492-4080
Summerville (843) 873-1911



The Lake Doctors, Inc.
Aquatic Management Services

Tallahassee Office
1531 Commonwealth Business Dr.
STE 204
Tallahassee, FL 32303
Tim.miles@lakedoctors.com

Water Management Agreement Summer Major Application

TALL/TM/

This Agreement, made this _____ day of _____, 20____ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ **STATE** _____ **ZIP** _____ **PHONE ()** _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER"

REQUESTED START DATE: _____

PURCHASE ORDER #: _____

The parties hereto agree to follows:

- A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of **1 APPLICATION with follow up** from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following locations; 3825 Ardmore Ln. Tallahassee FI 32308

(1) Pond

Includes Midge treatment

- B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1.	midge treatment	\$ 13255.00
2.	Follow up inspections approximately 7-30 days after	\$ INCLUDED
3.	Written service report	\$ INCLUDED
TOTAL OF SERVICES ACCEPTED		\$ 13255.00

\$13255.00 for treatment of the above sum-total shall be due and payable upon completion of this Services, plus any taxes, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15)** business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before September 30 2025
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed *Tim Miles*

Signed _____ Dated _____

TIM MILES, AQUATIC SPECIALIST

Name _____

Terms & Conditions

Major Application

1. The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a. Periodic treatments to maintain control of noxious submerged floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - c. Determination of dissolved oxygen levels prior to treatment, as deemed necessary; to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - d. Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
 - e. CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS, may be used at rates equal to or lower than maximum label recommendations.
 - f. Triploid grass carp stocking, if included, will be performed at stocking rates determined by the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - g. CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - h. When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reason, help to maintain ecological balance.
2. Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
3. CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
4. If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
5. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
6. THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that provided by THE LAKE DOCTORS.
7. Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising therefrom. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
8. CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
9. The amount is firm for the entire term of the original Agreement.
10. THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
11. THE LAKE DOCTORS reserve the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
12. Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
13. This Agreement is assignable by CUSTOMER upon prior written consent by THE LAKE DOCTORS.
14. This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.

ATTACH PAYMENT HERE

15. Agreements that include debris removal shall consist of: Casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

AQUABACxt

Kill Mosquitoes, Midge Flies, and Black Flies

AQUABACxt is a highly effective, US EPA-registered biological larvicide containing a naturally occurring species of bacteria called *bacillus thuringiensis* var. *Israelensis*. Bti is considered an environmentally friendly alternative to chemical pesticides since it is highly specific to nuisance insects and has no toxicity to humans. AQUABACxt maximizes exposure of the toxic spore produced by Bti to the larval stage of aquatic midges.

Aquatic midges can restrict recreational activities, destroy light fixtures, and damage property paint, stucco, and other wall finishes. They also exacerbate water quality issues by increasing sediment nutrient recycling, depleting oxygen in the bottom waters, and accelerating methane and ammonia release.

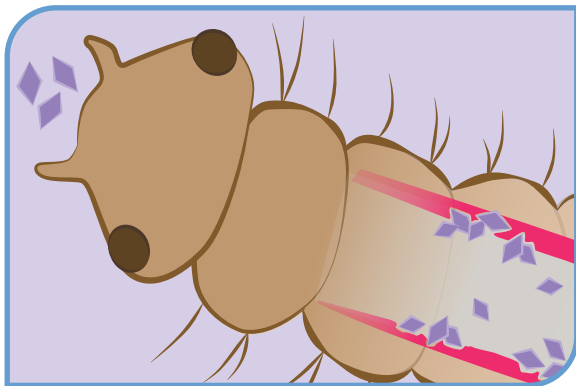


Diagram shows a larva ingesting the BTi crystals in AQUABACxt, which attack the gut membrane resulting in larvae death before maturing into adult mosquitoes.

KEY BENEFITS & HIGHLIGHTS

- Highly potent with immediate results
- Environmentally friendly
- Only targets nuisance insects
- Reduces nutrient recycling caused by midges
- Balances food by restoring zooplankton populations
- Improves lake water quality

AQUABACXT DOSAGE - APPLY DILUTED WITH WATER AND REPEAT AS NEEDED

Nuisance Pest	Location	Dose Rate per Acre
Mosquitoes	Standing Freshwater	0.25 - 1 pint
Mosquitoes	Standing or Tidal Saltwater	0.5 - 1 pint
Mosquitoes	Highly Polluted Water	1 - 2 pints
Midge Flies	Shallow lakes/ponds per sewage oxidation ponds (<1 acre, 6ft deep)	1 gallon

- AQUABACxt is available in multiple container sizes: 5, 135, and 250 gallons
- Apply in conventional aerial and ground application equipment with sufficient water to provide thorough coverage of the target area
- The amount of water needed depends on weather, type of spray equipment and mosquito habitat
- For black flies and other nuisance flies, reference label instructions

USES AND APPLICATIONS:

- Mosquitoes
- Black flies
- Fungus gnats
- Midge flies

THE SCIENCE BEHIND IT

Natural Lake's AQUABACxt product contains *Bacillus thuringiensis* subsp. *Israelensis* (Bti), a naturally occurring bacterium that exhibits larvicidal properties. Bti was first discovered in 1976 and extracted from the soil of a stagnant pond located in the Nahal Besor Desert River Basin of Israel (Barjac & Sutherland, 1990). Since its discovery, Bti has been found to be an extremely effective, safe, and target specific biological larvicide. Bti's larvicidal ability comes from toxin producing spores that [specifically target the larvae of mosquitoes, black flies, fungus gnats, and midge flies](#) (Ben-Dov, 2014).

Bti's mode of action begins during its spore forming stage which involves the production of a protein crystal, or a parasporal body. This parasporal body consists of six δ -endotoxins (Ben-Dov, 2014). When target species such as mosquito larvae consume Bti, the δ -endotoxins bind to epithelial cells within their stomach lining where the internal stomach alkalinity activates the parasporal body toxins. The toxins are then released, causing the stomach to burst and eventually result in the death of the target larvae (Hughes et al., 2004).

Bti can be applied into waterbodies such as lakes, ponds, and other smaller areas of collected water. Once in contact with target species such as mosquito larvae, Bti will produce activated toxins and restrict larvae development from entering the pupa and adult mosquito life stage. Fortunately, target species resistance to Bti toxins have not been observed since its discovery and Bti has remained an extremely effective control mechanism for the proliferation of mosquito larvae (Ben-Dov, 2014).

[Bti has been proven to be a safe and easy to apply biological larvicide with no toxicity risk for humans.](#) Bti has also been shown to have no toxicity or adverse negative effects on fish, insects, mammals, and aquatic microorganisms.

Barjac, H.D. & Sutherland, D. J. (Eds.) (1990). *Bacterial control of mosquitoes & black flies: Biochemistry, genetics, & applications of bacillus thuringiensis israelensis and bacillus sphaericus*. Rutgers.

Ben-Dov, E. (2014). *Bacillus thuringiensis* subsp. *israelensis* and its Dipteran-specific toxins. *Toxins*, 6, 1222-1243.

Hughes, P.A., Stevens, M.M., Park, H., Federici, B.A., Dennis, E.S., & Akhurst, R. (2005). Response of larval *Chironomus tepperi* (Diptera: Chironomidae) to individual *Bacillus thuringiensis* var. *israelensis* toxins and toxin mixtures. *Journal of Invertebrate Pathology*, 88, 34-39.



C.

Canopy CDD**Landscape Service Proposal Summary**

Location	Vendor Monthly Price		
	Premier Landscape Management	Paul's	Massey
Welaunee Blvd	3,563.22		
Canopy Unit 1	543.00		
Canopy Unit 3	1,160.03		2,010.00
Canopy Unit 4	521.85		836.00
Canopy Unit 5 North	258.55		709.00
Unit 5 Dove Pond Cove	798.63		286.00
Canopy Clubhouse Lawn Areas	528.10		
Dempsey Mayo	412.52		
Education Way	336.85		1,638.00
Crestline	291.25		
Fleischmann Connector	289.00		
Monthly Cost	8,703.00	7,210.00	5,479.00
Annual Cost	104,436.00	86,520.00	65,748.00
Initial Service Charge			8,930.00
First Year Annual Amount			74,678.00



CANOPY CDD

Location / Street	Price (\$)
Welaunee Blvd	3,563.22
Canopy Unit 1	543.00
Canopy Unit 3	1,160.03
Canopy Unit 4	521.85
Canopy Unit 5 North	258.55
Unit 5 Dove Pond Cove	798.63
Canopy Clubhouse Lawn Areas	528.10
Dempsey Mayo	412.52
Education Way	336.85
Crestline (Welaunee Blvd to first intersection with Sweet Ridge)	291.25
Fleischmann Connector	289.00
MONTHLY:	8,703.00



June 13, 2025

Premier Homes
4708 Capital Cir NW
Tallahassee, Fl 32303
jghazvini@homesbypremier.com

RE: Canopy Lawn Proposal

Good Afternoon Jason

Thank you for the opportunity to propose lawn service for the property at Canopy. Our Green Shield Lawn Solution plan helps to get a healthy and beautiful lawn.

Service schedule: Treatment is performed approximately every 45 days. With a call back guarantee in between services at no charge

Compensation and terms for services described here-in will be as follows:

Area Breakdown

- **Common Area Turf: 877,145 sq. ft.**
(Excludes shrubs/shrub beds — not included in the lawn program)
- **Additional Areas:**
 - **Grassy Trail Dam Area: 48,000 sq. ft.**
 - **Section O Roadway Areas: 156,000 sq. ft.**
Total Additional: 204,000 sq. ft.



Our Standard Pricing (Monthly)

- **Common Area Turf:** \$7,016
- **Grassy Dam + Section O:** \$1,632
- **Total Standard Monthly Cost: \$8,648**

Your Reduced Bid Pricing (Monthly)

- **Common Area Turf:** \$5,850
- **Grassy Dam + Section O:** \$1,360
- **Total Reduced Monthly Cost: \$7,210**

Savings Summary

- **Monthly Savings:** $\$8,648 - \$7,210 = \$1,438$
- **Annual Savings:** $\$1,438 \times 12 = \$17,256$



Below is the scheduled treatment plan for a healthy lawn:

Jan/Feb	Pre-emergent Herbicide Application Prevents summer weeds from ever being a problem
Mar/Apr	Spring Fertilizer Application Granular fertilizer with micronutrient for optimum turf
May/Jun	Post-emergent Herbicide Application Treatment for weeds that breakthrough in turf areas
Jul/Aug	Iron & Micronutrient Application Ensures green turf with proper feeding and nutrition
Sept/Oct	Pre-emergent Herbicide Application for Winter Weeds Prevent winter weeds from being a problem
Nov/Dec	Fertilizer Application to Winterize Turf Ensures your turf has the needed nutrients to help survive winter

Should you have any questions, please do not hesitate to call me at (850) 701-2991. We look forward to doing this work for you.

Warmest Regards,

Monica Bass

Monica Bass

monica@paulspest.com

850-701-2991

www.CallPauls.com

"Call Paul's, We'll Get Them All!"



1-888-2MASSEY (262-7739)
masseyservices.com

LANDSCAPE ANALYSIS AND AGREEMENT

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Or Your Money Back!

If you are not satisfied with the results of your GreenUP Landscape Service, we will provide the necessary service at *no additional charge*. After 30 days, should your landscape problem persist, we'll continue to provide service at *no additional charge* until you are satisfied, or we will refund your last regular service payment. This guarantee is conditional upon you following your landscape specialist's instructions and following proper watering and mowing techniques.



Harvey L. Massey
Chairman and CEO



Expect More . . . and Get It!



Landscape Service Agreement

Service Center #183 GreenUP Tallahassee

Local Phone # 850-404-0050

Canopy HOA-Unit #4 of Canopy

8/12/25 revised

jghazvini@homesbypremier.com

First Name MI Last Name

Date of Agreement

E-mail Address (See Privacy Policy on reverse side)

Welaenee blvd drom Education to Dempsey

Service Address

Billing Address (if different)

Tallahassee Florida LEON 32309

City State County Zip

City State Zip

() ()

Jason Ghazvini (850) 545-2591

Home Phone Cell Phone

Name (Agent) Phone

SERVICE AGREEMENT

☒ **Monthly Landscape Service:** We are on your property every month to provide the following services for your lawn and shrubs:

LANDSCAPE Service Including:

- ~~Insect Damage Replacement Guarantee~~
- Monthly Landscape Analysis
- ~~Annual Aeration~~
- Annual Soil pH Analysis
- ~~Annual Irrigation Inspection~~
- Custom Blended Fertilization
- Weed, Insect and Disease Control

Landscape Specifications:

Lawn Size 111490 sq ft

Shrub Bed Size _____ sq ft

Areas that need replacement by customer (see inspection graph and renovation agreement):

Damaged Lawn: _____ sq ft

Damaged Shrubs: _____ sq ft

Pricing Agreement:

Initial Service Charge \$ 1350.00

Monthly Service Charge \$ 836.00

First Year Annual Amount \$ 10546.00

5% Pay In Advance Discount \$ (_____)

Discounted Annual Amount \$ _____

☐ **Bi-Monthly Lawn or Shrub Service:** We are on your property every other month to provide the following services:

LAWN Service Including:

- Bi-Monthly Lawn Analysis
- Annual Aeration
- Annual Soil pH Analysis
- Custom Blended Fertilization
- Weed, Insect and Disease Control

Lawn Specifications:

Lawn Size _____ sq ft

Areas that need replacement by customer (see inspection graph and renovation agreement):

Damaged Lawn: _____ sq ft

SHRUB Service Including the Following:

- Bi-Monthly Shrub Analysis
- Custom Blended Fertilization
- Insect and Disease Control

Shrub Specifications:

Shrub Bed Size _____ sq ft

Areas that need replacement by customer (see inspection graph and renovation agreement):

Damaged Shrubs: _____ sq ft

Pricing Agreement for ☐ Lawn OR ☐ Shrub Service:

Initial Service Charge \$ _____

Bi-Monthly Service Charge \$ _____

(begins the month after Initial Service)

First Year Annual Amount \$ _____

5% Pay In Advance Discount \$ (_____)

Discounted Annual Amount \$ _____

☐ **Irrigation Maintenance:** We are on your property quarterly to provide the following services for your irrigation system:

IRRIGATION MAINTENANCE Service Including:

- Quarterly Irrigation Inspection
- Check, Set and Adjust Timer
- Adjustments/Cleaning of Sprinkler Heads
- Preferred customer pricing on repairs
(Estimates will be provided for all repairs)

Irrigation Specifications:

of Heads _____

of Zones _____

Timer Location _____

Areas that need repair by customer: (see inspection graph and renovation agreement):

Pricing Agreement:

Initial Repair Service \$ _____

Quarterly Service Charge \$ _____

First Year Annual Amount \$ _____

5% Pay In Advance Discount \$ (_____)

Discounted Annual Amount \$ _____

Agreement of Services and Payment Options: The customer agrees to the following Services, any Initial Repairs and Pricing Agreement(s) indicated above.

I authorize Massey Services to perform: ☐ Monthly Landscape Service ☐ Bi-Monthly Lawn or Shrub Service ☐ Irrigation Maintenance Service Initials _____

I wish to enroll in Auto Bill Pay for ☐ Discounted Annual Amount (includes 5% Discount) or ☐ when service is performed Initials _____

METHOD OF PAYMENT: Amount Remitted With Agreement: \$ _____ ☐ Cash ☐ Check # _____ ☐ Auto Bill Pay

Credit Card: ☐ Visa ☐ MasterCard ☐ Discover ☐ AMEX Account # _____ Exp. Date _____ Authorization # _____

Customer Signature

9-30-2025

Date

John Buffington/ Gerron Burney

Inspector Signature

8/12/25 revised

Date

By signing, I am acknowledging that I have read the Service Agreement Terms and Conditions on the reverse side. You may cancel this agreement at any time prior to midnight of the third business day following the date of the transaction by giving written notice to Massey Services.

General Manager Approval

Date

MS-057 (8/11)

Service Agreement Terms and Conditions

This agreement is for an initial period of twenty-four (24) months and will continue on a month-to-month basis thereafter. The customer may cancel this agreement by providing Massey Services with thirty (30) days written notice.

Insect Damage Replacement Guarantee (For Monthly Landscape Services ONLY)

Massey Services will replace permanently damaged sod or shrubs that are damaged from: mole crickets, spittlebugs, lawn caterpillars, chinch bugs, aphids, scale, lacebugs, chilli thrips and/or mealy bugs. The lawn and/or shrubs will be replaced with similar types of plants designed to thrive in the conditions present. **This insect damage replacement guarantee does not constitute a warranty against loss as a result of any new invasive species of landscape insects.**

Included Services

Shrub Care Services include nutritional applications as well as inspection and treatment for plant damaging insects and diseases. Covered plant materials include all woody ornamental shrubs and perennial ground covers. Treatment to trees or palms is limited to palms less than 10 feet in canopy height and non-fruit bearing trees with a trunk diameter less than 4 inches at chest height. Treatments in pool deck areas may be limited due to staining and safety concerns. Weed control in landscape beds, large specimen palm trees, fruit bearing trees, rose gardens and annual flower plantings are not included with shrub care services.

The lawn and shrub services provided by Massey Services do not constitute a warranty or guarantee against all possible losses of plant material. We require your active cooperation in partnership with us by following our cultural recommendations for mowing, pruning and watering. Insects, weeds and diseases routinely occur in a landscape and some of these cannot be prevented. The insect damage replacement guarantee covers those specifically listed pests that can be prevented and/or controlled in the landscape. While we cannot offer a replacement guarantee for uncontrollable weeds or disease causing fungi or bacteria, our service does provide curative treatments for common weeds and diseases at no additional charge. Weed control in the lawn is an ongoing and dynamic process. We cannot prevent the encroachment of all weeds; however, we do provide preventive and curative treatments that suppress numerous types of weeds. Some types of uncontrollable weeds (such as Crabgrass, Alexandergrass, Bermudagrass and/or Torpedograss) may require an additional chargeable service such as renovation to remove them from the lawn.

Consulting Services

The consulting service provided by Massey Services is limited to performing a visual inspection of the property according to the frequency marked on the reverse side herein, identifying conditions conducive to degradation of (plant, if marked) and turf material, providing a written report inclusive of recommendations for changes in environmental, cultural, and physical practices relating to the turf (and plant, if marked). Massey Services bears no liability, except as a result of gross negligence by Massey Services, for: 1) any failure on the part of the customer resulting in damage to turf or plant material; 2) failure on the part of any third party acting or not acting on the recommendations provided; or 3) for any unforeseen circumstances which result in damage to the turf or plant material.

Pre-Authorized Monthly Irrigation Repair Allowance

If "Pre-Authorized Monthly Repair Allowance" is checked along with customer initials and amount of pre-authorized monthly repair allowance, Customer is authorizing, automatically, each month for Massey Services to provide necessary irrigation repairs up to the allowance amount and further agrees to pay Massey Services, as part of the monthly invoice, the actual amount of repairs up to, but not exceeding, the pre-authorized amount. The monthly pre-authorized amount is a per month amount and may not be "rolled" forward into a future month. Repairs reasonably expected to exceed the pre-authorized amount must receive approval by the customer before work commences by Massey Services.

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Privacy Policy for Email Addresses

By providing an email address on this agreement, the Customer is consenting to receive emails regarding service alerts, new services and special promotions. Email addresses are kept confidential and used solely for communication from Massey Services.



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Harvey L. Massey
Chairman and CEO



Expect More . . . and Get It!



Landscape Service Agreement

Service Center #183 GreenUP Tallahassee

Local Phone # 850-404-0050

Canopy HOA-Unit #4 of Canopy

8/12/25 revised

jghazvini@homesbypremier.com

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Welaenee blvd drom Education to Dempsey

Service Address

Billing Address (if different)

Tallahassee Florida LEON 32309

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City State Zip

() ()

Jason Ghazvini (850) 545-2591

Home Phone Cell Phone

Name (Agent) Phone

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Shrub Specifications:

Shrub Bed Size _____ sq ft

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Service Center #183 GreenUP Tallahassee

Local Phone # 850-404-0050

Canopy HOA-Unit #4 of Canopy

8/12/25 revised

jghazvini@homesbypremier.com

First Name MI Last Name

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E-mail Address (See Privacy Policy on reverse side)

Welaenee blvd drom Education to Dempsey

Service Address

Billing Address (if different)

Tallahassee Florida LEON 32309

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City State Zip

() ()

Jason Ghazvini (850) 545-2591

Home Phone Cell Phone

Name (Agent) Phone

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- Weed, Insect and Disease Control

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Shrub Bed Size _____ sq ft

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Damaged Shrubs: _____ sq ft

Pricing Agreement:

Initial Service Charge \$ 1350.00

Monthly Service Charge \$ 836.00

First Year Annual Amount \$ 10546.00

5% Pay In Advance Discount \$ (_____)

Discounted Annual Amount \$ _____

☐ **Bi-Monthly Lawn or Shrub Service:** We are on your property every other month to provide the following services:

LAWN Service Including:

- Bi-Monthly Lawn Analysis
- Annual Aeration
- Annual Soil pH Analysis
- Custom Blended Fertilization
- Weed, Insect and Disease Control

Lawn Specifications:

Lawn Size _____ sq ft

Areas that need replacement by customer (see inspection graph and renovation agreement):

Damaged Lawn: _____ sq ft

SHRUB Service Including the Following:

- Bi-Monthly Shrub Analysis
- Custom Blended Fertilization
- Insect and Disease Control

Shrub Specifications:

Shrub Bed Size _____ sq ft

Areas that need replacement by customer (see inspection graph and renovation agreement):

Damaged Shrubs: _____ sq ft

Pricing Agreement for ☐ Lawn OR ☐ Shrub Service:

Initial Service Charge \$ _____

Bi-Monthly Service Charge \$ _____

(begins the month after Initial Service)

First Year Annual Amount \$ _____

5% Pay In Advance Discount \$ (_____)

Discounted Annual Amount \$ _____

☐ **Irrigation Maintenance:** We are on your property quarterly to provide the following services for your irrigation system:

IRRIGATION MAINTENANCE Service Including:

- Quarterly Irrigation Inspection
- Check, Set and Adjust Timer
- Adjustments/Cleaning of Sprinkler Heads
- Preferred customer pricing on repairs (Estimates will be provided for all repairs)

Irrigation Specifications:

of Heads _____

of Zones _____

Timer Location _____

Areas that need repair by customer (see inspection graph and renovation agreement):

Pricing Agreement:

Initial Repair Service \$ _____

Quarterly Service Charge \$ _____

First Year Annual Amount \$ _____

5% Pay In Advance Discount \$ (_____)

Discounted Annual Amount \$ _____

Agreement of Services and Payment Options: The customer agrees to the following Services, any Initial Repairs and Pricing Agreement(s) indicated above.

I authorize Massey Services to perform: ☐ Monthly Landscape Service ☐ Bi-Monthly Lawn or Shrub Service ☐ Irrigation Maintenance Service Initials _____

I wish to enroll in Auto Bill Pay for ☐ Discounted Annual Amount (includes 5% Discount) or ☐ when service is performed Initials _____

METHOD OF PAYMENT: Amount Remitted With Agreement: \$ _____ ☐ Cash ☐ Check # _____ ☐ Auto Bill Pay

Credit Card: ☐ Visa ☐ MasterCard ☐ Discover ☐ AMEX Account # _____ Exp. Date _____ Authorization # _____

Customer Signature

Date

9-30-2025

John Buffington/ Geron Burney

Inspector Signature

8/12/25 revised

Date

By signing, I am acknowledging that I have read the Service Agreement Terms and Conditions on the reverse side. You may cancel this agreement at any time prior to midnight of the third business day following the date of the transaction by giving written notice to Massey Services.

General Manager Approval

Date

MS-057 (8/11)

Service Agreement Terms and Conditions

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Insect Damage Replacement Guarantee (For Monthly Landscape Services ONLY)

Massey Services will replace permanently damaged sod or shrubs that are damaged from: mole crickets, spittlebugs, lawn caterpillars, chinch bugs, aphids, scale, lacebugs, chilli thrips and/or mealy bugs. The lawn and/or shrubs will be replaced with similar types of plants designed to thrive in the conditions present. **This insect damage replacement guarantee does not constitute a warranty against loss as a result of any new invasive species of landscape insects.**

Included Services

Shrub Care Services include nutritional applications as well as inspection and treatment for plant damaging insects and diseases. Covered plant materials include all woody ornamental shrubs and perennial ground covers. Treatment to trees or palms is limited to palms less than 10 feet in canopy height and non-fruit bearing trees with a trunk diameter less than 4 inches at chest height. Treatments in pool deck areas may be limited due to staining and safety concerns. Weed control in landscape beds, large specimen palm trees, fruit bearing trees, rose gardens and annual flower plantings are not included with shrub care services.

The lawn and shrub services provided by Massey Services do not constitute a warranty or guarantee against all possible losses of plant material. We require your active cooperation in partnership with us by following our cultural recommendations for mowing, pruning and watering. Insects, weeds and diseases routinely occur in a landscape and some of these cannot be prevented. The insect damage replacement guarantee covers those specifically listed pests that can be prevented and/or controlled in the landscape. While we cannot offer a replacement guarantee for uncontrollable weeds or disease causing fungi or bacteria, our service does provide curative treatments for common weeds and diseases at no additional charge. Weed control in the lawn is an ongoing and dynamic process. We cannot prevent the encroachment of all weeds; however, we do provide preventive and curative treatments that suppress numerous types of weeds. Some types of uncontrollable weeds (such as Crabgrass, Alexandergrass, Bermudagrass and/or Torpedograss) may require an additional chargeable service such as renovation to remove them from the lawn.

Consulting Services

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Pre-Authorized Monthly Irrigation Repair Allowance

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Privacy Policy for Email Addresses

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Go Paperless!

Visit masseyservices.com/mymassey Today and Sign Up to Manage Your Account Online!



1-888-2MASSEY (262-7739)
masseyservices.com

LANDSCAPE ANALYSIS AND AGREEMENT

Guaranteed!
Or Your Money Back!

If you are not satisfied with the results of your GreenUP Landscape Service, we will provide the necessary service at *no additional charge*. After 30 days, should your landscape problem persist, we'll continue to provide service at *no additional charge* until you are satisfied, or we will refund your last regular service payment. This guarantee is conditional upon you following your landscape specialist's instructions and following proper watering and mowing techniques.



Harvey L. Massey
Chairman and CEO



Expect More . . . and Get It!



Landscape Service Agreement

Service Center #183 GreenUP Tallahassee

Local Phone # 850-404-0050

Canopy HOA-Unit #4 of Canopy

8/12/25 revised

jghazvini@homesbypremier.com

First Name MI Last Name

Date of Agreement

E-mail Address (See Privacy Policy on reverse side)

Welaenee blvd drom Education to Dempsey

Service Address

Billing Address (if different)

Tallahassee Florida LEON 32309

City State County Zip

City State Zip

() ()

Jason Ghazvini (850) 545-2591

Home Phone Cell Phone

Name (Agent) Phone

SERVICE AGREEMENT

☒ **Monthly Landscape Service:** We are on your property every month to provide the following services for your lawn and shrubs:

LANDSCAPE Service Including:

- ~~Insect Damage Replacement Guarantee~~
- Monthly Landscape Analysis
- ~~Annual Aeration~~
- Annual Soil pH Analysis
- ~~Annual Irrigation Inspection~~
- Custom Blended Fertilization
- Weed, Insect and Disease Control

Landscape Specifications:

Lawn Size 111490 sq ft

Shrub Bed Size _____ sq ft

Areas that need replacement by customer (see inspection graph and renovation agreement):

Damaged Lawn: _____ sq ft

Damaged Shrubs: _____ sq ft

Pricing Agreement:

Initial Service Charge \$ 1350.00

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First Year Annual Amount \$ 10546.00

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Discounted Annual Amount \$ _____

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- Preferred customer pricing on repairs
(Estimates will be provided for all repairs)

Irrigation Specifications:

of Heads _____

of Zones _____

Timer Location _____

Areas that need repair by customer: (see inspection graph and renovation agreement):

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Customer Signature _____ Date 9-30-2025

Inspector Signature John Buffington/ Gerron Burney

Date 8/12/25 revised

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Date MS-057 (8/11)

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Service Center #183 GreenUP Tallahassee

Local Phone # 850-404-0050

Canopy HOA-Unit #4 of Canopy

8/12/25 revised

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Welaenee blvd drom Education to Dempsey

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() ()

Jason Ghazvini (850) 545-2591

Home Phone Cell Phone

Name (Agent) Phone

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Date 8/12/25 revised

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D.



Miller's Tree Service
4951 Woodlane Circle
Tallahassee, FL 32303 US

Proposal #94742
Created: 04/14/2025
From: Clay Culpepper

Proposal For

Premier Fine Homes

4708 Capital Cir NW
Attn: Jason Ghazvini
Tallahassee, FL 32303

main: 850-508-4776
jghazvini@homesbypremier.com, lpullam@homesbypremier.com

Location

3888 Ardmore Ln
Tallahassee, FL 32308

Terms
Net 10

ACCEPT	ITEM DESCRIPTION	AMOUNT
☒	1) Tree Removal Included Remove a large dead oak, a cluster of 4 fallen gum trees and a gum tree that fell from the water and landed on the cluster of 4 gums. Cut stumps as low as possible. Haul. debris.	\$ 2,500.00
☐	2) Tree Removal Optional Daily rate to remove all dead trees and any other live trees in the water that the CDD chooses. Crew includes a crane, a loader truck and a tractor and a lift. Includes hauling and cutting stumps as low as possible.	\$ 6,400.00

Please use the checkbox to mark items as accepted.

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees.

Signature

x

Date:

Please sign here to accept the terms and conditions

Sales Reps

Clay Culpepper
Office: 850-566-3881
clay@millerstreeservice.com



ID	DESCRIPTION	COLOR
trees in the water	Item 2 trees	
fallen gums and oak		



Miller's Tree Service
4951 Woodlane Circle
Tallahassee, FL 32303 US

Proposal #94742
Created: 04/14/2025
From: Clay Culpepper

Access



TERMS AND CONDITIONS

INHERENT DANGER

Trees bring with them an unavoidable measure of risk and danger. Recommendations or services provided by Miller's Tree Service are intended to reduce these hazards. This danger is typically in the form of breakage, falling debris, and other causes and conditions. Miller's Tree Service takes every precaution to minimize this danger, however, there can be no guarantee such dangers will not be encountered. Acts of God (i.e. Weather) and other conditions, concealed or otherwise, make it impossible to eliminate these risks. Cabling is intended to reduce such risks. Miller's Tree Service installation of cables does not include subsequent inspections. Please call to receive a quote on annual inspections.

PERFORMANCE OF WORK BY MILLER'S TREE SERVICE CREWS

Miller's Tree Service will use every effort to meet scheduled service (if scheduled to a set time). If a job is not scheduled at a set time, crews will arrive unannounced. Miller's Tree Service expressly denies any liability for damages resulting from delays beyond the control of Miller's Tree Service. This includes, but it is not limited to Acts of God (i.e. Weather), and other such occurrences not within the control of Miller's Tree Service.

PROFESSIONALISM

All work performed by Miller's Tree Service will be completed in a professional and courteous manner. All work shall be performed according to ANSI standards for tree care operations.

INSURANCE COVERAGE

Miller's Tree Service is fully insured for liability as a result of property or bodily injury damage. All Miller's Tree Service employees are fully insured by Workers Compensation Insurance.

CUSTOMER'S RIGHT TO CONTRACT FOR SERVICE

Miller's Tree Service relies upon the customer's representation that the property to be worked on is either owned by the customer, or that the customer has authority to contract for the service quoted herein. Customer covenants and agrees to hold Miller's Tree Service harmless from any losses as result of customer's misrepresentations and/or failure to secure authority to contract for the service quoted herein. (See Job Access below)

PERMITTING RESTRICTIONS

Customer understands and agrees that customer is responsible for obtaining all necessary permitting. Customer understands and agrees that Miller's Tree Service follows County and City guidelines in tree removal and care. Customer further understands and agrees that Customer is responsible to comply with any Homeowner's Association rules/regulations. Miller's Tree Service is not liable for any damages occasioned by the violation of such rules/regulations,

TERMS

All invoices are due and payable upon receipt. All accounts outstanding over thirty days from the date of invoice will be assessed a fee of 2% per month. Customer covenants and agrees that he/she is responsible for all costs of collection, including (but are not limited to) attorney's fees. All returned checks will be subject to a \$25 or 5% fee, whichever is greater.

EASEMENTS AND RESTRICTIONS

Customer understands and agrees that he/she is responsible for the demarcation of all property boundaries. Customer further agrees that he/she will provide Miller's Tree Service with the location of any easements or rights of way. Customer agrees to hold Miller's Tree Service harmless for any damages resulting from erroneous information that customer provides to Miller's Tree Service.

UNDERGROUND UTILITIES

Customer understands and agrees that it is the customer's responsibility to identify any and all underground utilities, construction waste, and any other subterranean obstructions that customer knows, or should reasonably have knowledge of. Such obstructions include (but are not limited to) electrical lines, plumbing lines, septic tanks, water wells, drain fields, etc. Customer agrees to hold Miller's Tree Service harmless and indemnify Miller's Tree Service for damage caused to or by any obstructions which customer has not properly identified to Miller's Tree Service. If such obstructions are not identified to Miller's Tree Service, and then later encountered by Miller's Tree Service, this proposal will be modified to account for this contingency. (See Job Access below)

JOB ACCESS & CANCELLATION POLICY

Customer agrees to provide suitable and safe access to all work areas. Customer agrees that on the day and time (if scheduled) for the work to be performed, this access will be available. Customer understands and agrees that if Miller's Tree Service is not provided with proper access, the job will be postponed and/or rescheduled. Customer further understands and agrees that this will result in damage to

Miller's Tree Service. Accordingly, customer understands and agrees that in the event customer fails to provide adequate access, customer will compensate Miller's Tree Service on a time and materials basis for time spent awaiting proper access. If Miller's Tree Service is required to reschedule a job due to inadequate access, there will be a \$100 fee or 10% of the contract price, whichever is greater, in addition to the time and materials charge for traveling to the job and awaiting access. If customer employs another tree service to perform the job or cancels for any reason within a week of the scheduled contract date and fails to notify Miller's Tree Service in writing, fax, or email, Miller's Tree Service will be due \$200 or 10% of the contract price, whichever is greater, in addition to compensation on a time and materials basis for traveling to the job. Typical access problems include (but are not limited to) locked gates, parked cars, etc. In the event that customer directs Miller's Tree Service to access a work site via an adjacent property, Miller's Tree Service relies on the customer's representation of authority to provide permission to do so (See Customer's Right to Contract for Services above) Customer covenants and agrees to hold Miller's Tree Service harmless and to further indemnify Miller's Tree Service from any losses as result of customer's misrepresentations and/or failure to secure Authority to contract for the services quoted herein.

CONTINGENCIES

Any contingencies encountered by Miller's Tree Service and not identified on the face of this proposal, will necessarily increase the amount of work to be performed by Miller's Tree Service. Such contingencies include (but are not limited to) subterranean matter (utilities, concrete, rocks, metal, etc.), as well as above-ground matter, actually in the tree or otherwise (stinging insect nests, metal, debris, etc.). Customer understands and agrees the forgoing and further agrees to compensate Miller's Tree Service on a time and materials basis should such contingency present itself.

INCIDENTAL DAMAGE

Miller's Tree Service agrees to exercise due care in protecting landscape plants and sod under the work area. Customer agrees not to hold Miller's Tree Service liable for avoidable minor damage to sod or plants within the work area. Miller's Tree Service is not liable for damage to concrete that has pre-existing cracks, hollow spots underneath, or any other structure deficiencies. If Customer is in doubt as to the structural integrity of his/her driveway, or to the amount of landscape damage that may be caused, or if the customer knows of any other structural insufficiencies, it is Customer's responsibility to address this to Miller's Tree Service prior to work commencing.

APPLICATIONS

Miller's Tree Service will exercise all due care in the application of any pesticide products typically utilized in the industry. Customer understands and agrees that Miller's Tree Service will NOT be responsible for any damages that are the result of unforeseen or concealed contingencies. Customer understands and agrees that Customer's damages cannot exceed the full price quoted in this proposal.

STUMPS

Unless otherwise provided for on the face of this proposal, all stumps will be cut to within 12 inches or lower of ground level. This proposal does not include stump grinding unless otherwise provided for on the face of this proposal. If this proposal provides for stump chips to be hauled away, this means that any residual chips will be level with the ground. If stump chips are not to be hauled away, they will be piled upon the resulting stump.

A 3% service charge will be added to any invoice paid by credit card.

Thank you for considering Miller's Tree Service.

Please do not hesitate to call with any questions, concerns or scheduling information.

FIFTH ORDER OF BUSINESS

A.

LICENSE AGREEMENT REGARDING THE USE OF DISTRICT TENNIS FACILITIES

THIS LICENSE AGREEMENT (“License Agreement”) is made and entered into effective this 1st day of October 2025, by and between:

CANOPY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Tallahassee, Florida, with a mailing address of c/o Governmental Management Services – North Florida, LLC, 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”), and

ELITE JUNIOR TENNIS LLC, a Florida limited liability company, with a mailing address of 2700 Welaunee Boulevard, Apartment 1711, Tallahassee, Florida 32308 (“**Licensee**” and, together with the District, “**Parties**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns and maintains as public improvements a recreational facility with tennis courts and other facilities, located within the District (“**Tennis Facilities**”); and

WHEREAS, Licensee operates a tennis and pickleball instruction program and has requested permission from the District to use the Tennis Facilities for the provision of tennis and pickleball lessons to District Patrons, as that term is defined in the District’s *Amenity Facility Handbook*; and

WHEREAS, the District Board of Supervisors finds that it is to the benefit and in the best interest of the District to allow Licensee to offer tennis and pickleball lessons at the Tennis Facilities under the terms and conditions set forth in this License Agreement and the exhibits hereto and as directed by the District and its designee; and

WHEREAS, the District and Licensee intend for this License Agreement to supersede any and all other agreements, written, verbal or otherwise, among the Parties; and

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

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

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

2. GRANT OF LICENSE. The District hereby grants to the Licensee a license to use the Tennis Facilities for the provision of tennis and pickleball lessons ("**License**"). In consideration of use of certain portions of the Tennis Facilities, Licensee agrees to the following conditions:

- A.** Licensee's access is limited to the Tennis Facilities, the Tennis Facilities restrooms, and the parking lot serving the Tennis Facilities. No other use of, or access to any other portions of the amenities is permitted.
- B.** Licensee shall coordinate the schedule of lessons with the District's Representative, Corbin deNagy, or his designee(s), as soon as practicable following the execution of this License Agreement, but no less than twenty-four (24) hours in advance of any usage under this License Agreement. Licensee's access is limited to tennis and pickleball lessons on the dates agreed to in writing by the District's Representative or his designee(s), with the following limitations:
 - 1.** Lessons shall not impede the use of the Tennis Facilities by residents and their guests. Licensee may only use one (1) tennis and pickleball court at any given time for provision of the tennis and pickleball lessons, with the other remaining courts available for Patron use.
 - 2.** All lessons must take place according to the days and times identified in **Exhibit A**, unless otherwise arranged with the District Representative or his designee(s).
- C.** Instructors must be licensed and insured, consistent with State of Florida statutory and other requirements. To the extent applicable, Licensee agrees to comply with the background screening requirements as provided in s. 409.175, *Florida Statutes*, and other applicable law.
- D.** Tennis and pickleball lessons are only available to District Patrons. Licensee is responsible for and must ensure that, prior to registration and/or payment with the Licensee, each prospective resident tennis and pickleball participant demonstrates proof of residency and/or shows proof of a current and unexpired access card.
- E.** Licensee shall cooperate in good faith with District staff to ensure that the Tennis Facilities capacity is not exceeded.
- F.** The Parties acknowledge that weather conditions and other factors may affect the use of the Tennis Facilities at any given time. The District shall have the right to temporarily close the Tennis Facilities on any given day

due to inclement weather, including, but not limited to, rain, lightning, hail, and strong winds. Licensee shall abide by the decision of the District as to the closure of the Tennis Facilities. Licensee shall be responsible for the safety of its staff, guests, invitees, agents, or participants during such times.

- G.** Only tennis and pickleball participants, their immediate guardian, and instructors are permitted to enter the Tennis Facilities, except in case of emergency. Family members and/or guests of Licensee may not use the Tennis Facilities in conjunction with this License.
- H.** Licensee's use of the Tennis Facilities shall be contemporaneous with the use of the Tennis Facilities by District Patrons and Licensee's use shall not interfere with the operation of the Tennis Facilities as a public improvement.
- I.** Licensee shall meet with the management staff prior to the commencement of the tennis and pickleball lessons as needed to coordinate parking plans, details, times, and housekeeping responsibilities. It is the responsibility of Licensee to ensure all of the facilities utilized by Licensee and its invitees are left in a neat and orderly fashion, in the same or better condition than prior to commencement of the tennis and pickleball lessons on any given day and any trash is properly disposed of in trash bags and taken to the dumpster.
- J.** Licensee may display signage, if any, during tennis and pickleball lessons only. Signs may be displayed on the day of the tennis and pickleball lessons and must be removed within two (2) hours of conclusion of such tennis and pickleball lessons. Any advertisements naming the District, its facilities, including any derivation of such facilities, shall include verbiage in legible font that states: **"This is not a Canopy CDD sponsored or endorsed event."**
- K.** Licensee shall provide to the District a Canopy Community Development District Consent and Release from Liability ("**Release**"), in the form attached hereto as **Exhibit B**, fully executed by each tennis and pickleball lesson participant and the parent or legal guardian of such tennis and pickleball lesson participant, prior to that participant's use of the Tennis Facilities. Licensee shall not permit any tennis and pickleball lesson participant to use the Tennis Facilities without first providing the District with a fully executed Release for such participant. Should the Licensee fail to comply with this section 2.K., the District may immediately terminate this License Agreement, notwithstanding any provisions to the contrary.

- L.** Licensee’s use of the Tennis Facilities shall be subject to the Rules, policies and regulations of the District and Licensee acknowledges receipt and reading of all such policies and Rules. Licensee specifically acknowledges and agrees to ensure compliance with the Youth Program Safety Guidelines attached hereto as **Exhibit C**.
- M.** The grant of this License is further conditioned on Licensee’s compliance at all times with applicable laws, statutes, ordinances, codes, rules, regulations, and requirements of federal, state, county, city and municipal government, and any and all of their departments and bureaus, and all applicable permits and approvals, including but in no way limited to, background screening requirements, health department requirements, fire code and other laws (“**Laws**”). It is Licensee’s responsibility to know, understand and follow such Laws.

3. TERM. The License shall be effective only on the dates and times coordinated with and approved in writing by the District’s Representative, subject to the terms of this License Agreement, unless terminated in accordance with the terms herein.

4. SUSPENSION, REVOCATION AND TERMINATION. The District and Licensee acknowledge and agree that the License granted herein is a mere privilege and may be immediately suspended or revoked, with or without cause, at the sole discretion of the District. In the event the District exercises its right to suspend or revoke the License, the District shall provide Licensee written notice of the suspension or revocation, which shall be effective immediately upon receipt by Licensee of the notice. Licensee may terminate this License Agreement upon written notice to the District. The covenants and obligations of Licensee contained in sections 2.M., 6, 7, 8, 9, 10, 11, and 12 shall survive cancellation for acts and omissions which occurred during the effective term of the License Agreement.

5. PROFESSIONAL JUDGMENT. Licensee shall maintain all required licenses and certifications in effect and shall at all times exercise sound professional judgment, including taking precautions for the safety of its participants, staff and invitees. All minors participating in the tennis and pickleball lessons shall only do so with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any tennis and pickleball participant while using the Tennis Facilities.

6. INSURANCE AND INDEMNITY.

- A.** Proof of insurance must be provided to the District prior to tennis and pickleball lessons beginning. Licensee shall acquire and maintain, at a minimum the following insurance coverage:

 - i. Workers’ Compensation and Employer’s Liability as required by law.*

ii. *Commercial General Liability*

Property Damage, Bodily Injury, Personal/Advertising Injury—Each Occurrence	\$1,000,000
General Aggregate	\$5,000,000
Damage to Rented Premises	\$1,000,000
Medical Expenses	\$5,000
Professional Liability	\$1,000,000
Participant Legal Liability	\$1,000,000

iii. *Automobile Liability*

Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
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**Automobile liability insurance shall include coverage for all owned, non-owned, and hired vehicles*

iv. *Additional Coverage*

Abuse/Molestation (Sexual Misconduct Liability)	\$250,000
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- v. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Additional Insureds**”) shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the Additional Insureds.

- B.** Licensee hereby agrees to defend, indemnify, and hold the District harmless from and against any and all claims, demands, losses, damages, liabilities, and expenses, and all suits, actions and judicial decrees (all costs including, without limitation, expert witness fees, paralegal fees, and reasonable attorneys’ fees for the District’s legal counsel of choice, whether at trial or on appeal), arising from personal injury, death, or property damage resulting in any manner whatsoever from the use of the License by Licensee, its staff, agents, participants, guests, or invitees. Notwithstanding the

foregoing, the District is responsible for maintaining the Tennis Facilities and surrounding premises in a reasonably safe condition and free from known hazards. Licensee shall not be required to indemnify the District for claims arising from the sole negligence of the District.

- C. Nothing in this License 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 or law, and nothing in this License Agreement shall insure 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.

7. NOTICES. All notices, requests, consents and other communications hereunder shall be in writing and shall be delivered, mailed by overnight delivery service or First Class Mail, postage prepaid, to the Parties at the addresses listed above. Except as otherwise provided in this License Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this License Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Licensee may deliver Notice on behalf of the District and the Licensee. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

8. CARE OF PROPERTY. Licensee agrees to use all due care to protect the property of the District, its Patrons and guests from damage. Licensee shall assume responsibility for any and all damage to any real or personal property of the District or any third parties as a result of the Licensee's use of the Tennis Facilities under this License Agreement. Licensee shall commence repair any damage resulting from its operations under this License Agreement within twenty-four (24) hours. Any such repairs shall be at Licensee's sole expense, unless otherwise agreed, in writing, by the District.

9. ENFORCEMENT OF LICENSE AGREEMENT; VENUE. A default by either party under this License Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance. Notwithstanding this, the Licensee's right to recover damages from the District on any and all claims of any type shall be limited in all instances to no more than One Hundred Dollars (\$100). This License Agreement and the provisions contained in this License Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Leon County, Florida.

10. PUBLIC RECORDS. Licensee understands and agrees that all documents of any kind provided to the District in connection with this License Agreement may be public records, and, accordingly, Licensee agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited to, section 119.0701, *Florida Statutes*. Licensee acknowledges that the designated public records custodian for the District is **Corbin deNagy** (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Licensee shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Licensee does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Licensee’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Licensee, Licensee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LICENSEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (904) 940-5850, CDENAGY@GMSNF.COM, AND 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092.

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

12. NO TRANSFER OR ASSIGNMENT. The License shall be for the sole use by Licensee and shall not be assigned or transferred without the prior written consent of the District in its sole discretion. A transfer or assignment of all or any part of the License without such prior written consent shall be void.

13. ENTIRE AGREEMENT. This is the entire License Agreement of the parties and it may not be amended except in writing signed by both parties. This License Agreement supersedes any prior License Agreement between the District and Licensee regarding the use of the District’s facilities.

14. ANTI-HUMAN TRAFFICKING. Licensee certifies, by acceptance of this License Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Licensee agrees to execute an affidavit in compliance with Section 787.06(3)(a), *Florida Statutes*, and acknowledges that if Licensee refuses to sign said affidavit, the District may terminate this License Agreement immediately.

IN WITNESS WHEREOF, the parties execute this License Agreement the day and year first written above.

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Chair/Vice Chair, Board of Supervisors

ELITE JUNIOR TENNIS LLC

By: Oliver R. Foreman
Its: Manager

Exhibit A: Proposal
Exhibit B: Waiver and Release
Exhibit C: Youth Program Safety Guidelines

EXHIBIT A



ELITE JUNIOR TENNIS PROGRAMS FOR THE CANOPY COMMUNITY

Junior Tennis Programs

Red Ball Program (Ages 5-7yrs) - \$30/Session

Mondays/Wednesdays 4:30pm-5:30pm

Orange Ball Program (Ages 8-10yrs) - \$30/Session

Tuesdays/Thursdays 4:30pm-5:30pm

Yellow Ball Program (Ages 10-14yrs) - \$30/Session

Tuesdays/Thursdays 5:30pm-6:30pm

Adult Tennis Programs

Cardio Tennis (Women) - \$30/Session

Tuesdays 9am-10:30am

Stroke Clinic (Women) - \$25/Session

Thursdays 9am-10am

Pickleball Programs

Adult Pickleball Clinics - \$25/Session

Fridays 5:30pm-6:30pm

Saturdays 9am-10am

***Individual lessons are available on request in both Tennis & Pickleball**

Tennis/Pickleball Individual Lesson Rates Vary with Coaching Staff

30 minutes - \$30-\$50/Session

45 minutes - \$50-\$75/Session

60 minutes - \$75-\$100/Session

*For more information or to sign up please contact Director of Elite Junior Tennis,
Coach Oliver Foreman at (850) 445 9885 or e-mail elitejuniortennis@gmail.com.*

EXHIBIT B

Form of Waiver and Release (Page 1 of 2)

I, _____, on behalf of myself, my personal representatives, my minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the Canopy Community Development District (the “**District**”), and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and amenity center contractors (together, the “**Indemnitees**”) from any and all liability, claims, lawsuits, actions, suits, or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys’ fees, expert witness fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my children’s and my guests’ use of the facilities and lands owned by the District in connection with the tennis and pickleball activities. I expressly acknowledge that there are inherent risks in participating in any athletic activities, including tennis and pickleball, and I assume all risk for any and all injuries and illness that may result from my own, my children’s and my guests’ participation in any and all of these activities, including, but not limited to any injuries sustained by me, my children, and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way supervise or oversee the activities occurring on the District’s property in connection with the tennis and pickleball activities. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect even after the conclusion of my use of the District’s property. The provisions of this waiver of liability may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, *Florida Statutes* or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY EACH AND EVERY TIME I, MY CHILD, OR MY GUEST UTILIZE THE DISTRICT’S FACILITIES OR LANDS.

[Sign on following page]

NOTICE TO THE MINOR CHILD'S
NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE INDEMNITEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE INDEMNITEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE INDEMNITEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Signature
(parent or guardian if participant is under 18)

Mailing Address

Print Name of Signatory

Telephone Number

Participant Name (if different from above)

Date

EXHIBIT C

Youth Program Safety Guidelines

Introduction

To help protect minors, the Canopy Community Development District has developed the following list of guidelines. It is important that Licensee's paid staff, volunteers, parents and athletes understand and be educated on these guidelines and, to the extent practical, abide by these guidelines.

Purpose

These procedures are designed to reduce the risk of child sexual abuse in order to:

- Provide a safe and secure environment for children, youth, adults, members, volunteers, visitors, and Licensee and its paid staff.
- Satisfy the concerns of parents and staff members with a screening process for Licensee, its paid staff and volunteers overseeing youth programs at the District.
- Provide a system to respond to alleged victims of sexual abuse and their families, as well as the alleged perpetrator.
- Reduce the possibility of false accusations of sexual abuse made against Licensee, its paid staff, and volunteers.

Protection and Prevention

Volunteer and Employee Screening Procedures: Screening procedures are to be used with Licensee's paid staff and volunteers who are entrusted with the care and supervision of minors or a person who directly oversees and/or exerts control or oversight over minors. These may include an employment and volunteer application requiring submittal of personal references and criminal history information. References should be checked. Level 2 background screening pursuant to section 435.04, *Florida Statutes*, and/or section 409.175, *Florida Statutes*, shall be conducted on all paid staff and volunteers who are entrusted with the care and supervision of minors and for any person who directly oversees and/or exerts control or oversight over minors, with rescreening required every two (2) years. All criminal background checks will be updated periodically. This does not apply to occasional meet or event volunteers (timers, runners, marshals, etc.) who have only limited contact with athletes.

Supervision Procedures

Unless an extenuating situation exists, Licensee:

- Will have adequate number of screened and trained paid staff or volunteers present at practices and events involving minors. Supervision will increase in proportion to the risk of the activity.
- Will monitor facilities during activities involving minors.
- Will endeavor to release minors (here, "minors" is defined as children ages 15 and younger) only

to a parent, guardian, or provided list of emergency contacts consented to in writing by a parent and/or guardian.

- Will obtain written parental permission, including a signed medical treatment form and emergency contacts, before taking minors on trips and should provide information regarding the trip.
- Will use two screened staff or volunteers when transporting minors in vehicles unless the parent(s)/guardian(s) sign a waiver allowing for a single screened staff or volunteer to transport his/her minor.
- Minors under age five (5) should be accompanied to the restroom and the paid staff or volunteer should wait outside the facility to escort the child back to the activity. Whenever possible, the escort will be the same sex as the child.
- Provide periodic monitoring of restroom facilities and encourage minors to report any inappropriate behavior they may hear or witness to paid staff or volunteer.
- Will encourage minors to use a “buddy system” whenever minors go on trips off of District property.
- Will screen all paid staff and volunteers and approve those individuals in advance for any overnight activities that include oversight and control of minors.
- Will designate a “confidential counselor” to whom any minor can go at any time, without special permission, to discuss any problems he or she is having.

Behavioral Guidelines for Paid Staff and Volunteer

All volunteers and paid staff will observe the following guidelines:

- Do not provide alcoholic beverages, tobacco, drugs, contraband, or anything that is prohibited by law to minors.
- At least two unrelated paid staff or volunteers must be present at all times when minors are present, except in emergency situations. Doors will be left fully open if one adult needs to leave the room temporarily and during arrival to the practice or event before both adults are present. Speaking to a minor or minors one-on-one should be done in public settings where staff or volunteers are in sight.
- Avoid all inappropriate touching with minors. All touching shall be based on the needs of the individual being touched, not on the needs of the volunteer or paid staff. In the event a minor initiates physical contact and/or inappropriate touching, it is appropriate to inform the minor that such touching is inappropriate.
- Never engage in physical discipline of a minor. Volunteers and paid staff shall not abuse minors in any way, including but not limited to physical abuse, verbal/mental abuse, emotional abuse, and sexual abuse of any kind.
- If you recognize an inappropriate relationship developing between a minor and adult, report such

suspicions immediately to the confidential counselor or other with supervisory authority.

- Maintain clear professional boundaries with all minors and if you feel uncomfortable, refer the minor to another individual with supervisory authority.
- If one-on-one coaching or instruction is necessary, it must only occur in open, visible spaces with other adults present in the vicinity and with prior approval by another individual with supervisory authority.
- Anyone who observes abuse of a minor will take appropriate steps to immediately intervene and provide assistance. Report any inappropriate conduct to the proper authorities and to the District, through its counsel, immediately.
- Provide clear expectations of behavior for both adult-athlete and athlete-athlete interactions for the protection of all persons involved.
- Use of audio or visual recording devices, including a cell phone camera, is not allowed in restrooms or changing areas.

Disqualification

No person may be entrusted with the care and supervision of minors or may directly oversee and/or exert control or oversight over minors who has been convicted of the offenses outlined below, been on a probated sentence or received deferred adjudication for any offense outlined below, or has presently pending any criminal charges for any offense outlined below until a determination of guilt or innocence has been made, including any person who is presently on deferred adjudication. The following offenses disqualify a person from care, supervision, control, or oversight of minors:

- Any offense against minors as defined by state law.
- A misdemeanor or felony offense as defined by state law that is classified as sexual assault, indecency with a minor or adult, assault of a minor or adult, injury to a minor or adult, abandoning or endangering a minor, sexual performance with a minor or adult, possession or promoting child pornography, enticing a minor, bigamy, incest, drug-related offenses, or family violence.
- A prior criminal history of an offense against minors.

B.

RESOLUTION 2026-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN AMENDMENT TO THE AMENITY POLICIES OF THE DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Canopy Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in the City of Tallahassee, Leon County, Florida; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules, policies, rates, charges and fees; and

WHEREAS, the Board accordingly finds that it is in the best interest of the District to adopt by resolution an amendment to the policies set forth in **Exhibit A** (“**Amendment**”), which relate to use of the District’s amenity facilities and other District-owned property, for immediate use and application.

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

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

SECTION 2. The Amendment attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The amended policies shall remain in full force and effect until such time as the Board may amend or replace them.

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 immediately upon its adoption.

PASSED AND ADOPTED this 8th day of October, 2025.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Amendment to Policies

Exhibit A
Amendment to Policies

[TO BE ADDED]

CANOPY
COMMUNITY DEVELOPMENT DISTRICT
Amenity Facility Handbook

Last Updated: ~~August 10, 2022~~August 13, 2025 (draft October 2025)

PART I: AMENITY USE POLICIES

DEFINITIONS

1. **“Amenities,” or “Amenity Facilities”** is defined as the Amenity Center, Pool Area, Fitness Center, sports courts, playgrounds, recreational trails, parking lots, open space, pavilions, and other appurtenances or related improvements, all located within the Canopy Community Development District.
2. **“Amenity Center”** shall mean the recreational complex located at 2877 Crestline Rd., Tallahassee, FL 32308, and consisting of, among other facilities, a clubhouse building, Pool Area, Fitness Center, playground, fire pits, covered pavilion and sport courts.
3. **“Amenity Staff”** shall mean any persons responsible for daily operation and/or maintenance of the Amenities, including the Amenity Manager, if any, lifeguards, facility attendants, maintenance personnel or any District employee(s). The District may in its discretion choose what level of staffing is appropriate for operation of the Amenities and may elect not to engage any or all of the aforementioned staff.
4. **“Annual User Fee”** shall mean the base fee established by the District for a non-Patron’s non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth herein.
5. **“Facility Access Fob”** shall mean the device issued to Patrons by the District which allows the Patron to access the Amenities.
6. **“Fitness Center”** is defined as the weight room and group fitness room located at the Amenity Center.
7. **“Board”** shall be defined as the Canopy Community Development District Board of Supervisors.
8. **“District”** shall be defined as the Canopy Community Development District.
9. **“District ~~Operations—Manager~~Staff”** shall mean a representative of the District’s management company who serves as a point of contact between the District and Amenity Staff.
10. **“District Property”** shall mean all property owned by the District including, but not limited to, the Amenities, common areas, ponds, parking lots and District-owned roadways.
11. **“Guest”** shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited and accompanied for the day by a Patron to use the Amenities.

12. **“Household”** shall mean a group of individuals residing under one roof or head of household. This may consist of individuals who have not yet attained the legal age of majority (i.e., 18 or as otherwise provided by law), together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.
13. **“Patron”** shall be defined as (1) persons or entities who own real property within the District; (2) Renters who are assigned amenity privileges by persons or entities who own real property within the District; and (3) those persons or entities who do not own land within the District but who have paid the Annual User Fee.
14. **“Playground” or “Playgrounds”** shall include the playgrounds at the Amenity Center and on all common District grounds.
15. **“Policies”** shall mean these Amenity Use Policies.
16. **“Pool” and “Swimming Pool”**, except where otherwise specified, shall mean the swimming pool located at the Amenity Center as well as the children’s splash pool located at the same location. **“Pool Area”** shall mean the Pool, plus any gazebos, adjacent decks, shade structures and other property or improvements within the fenced area surrounding the pool.
17. **“Renter”** shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement which exceeds ninety days in length. This does not include any tenant renting or leasing for ninety days or less. The Resident and the Renter must submit valid assignment of amenity privileges transfer documents to gain access to District Property, which form is attached hereto as Exhibit A.
18. **“Resident”** shall mean any person owning property within the District, and members of his or her Household.
19. **“Service Animal”** shall mean an animal trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability.

USE AT OWN RISK

ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE DISTRICT’S RULES AND POLICIES AS MAY BE ADOPTED AND/OR AMENDED FROM TIME TO TIME. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. AS SET FORTH MORE FULLY LATER HEREIN, THE DISTRICT SHALL ASSUME NO RESPONSIBILITY FOR AND SHALL NOT BE LIABLE FOR ANY ACCIDENTS, ILLNESS, PERSONAL INJURY, DEATH, OR DAMAGE TO, OR LOSS OF PROPERTY ARISING FROM, THE USE OF THE AMENITIES OR FROM THE ACTS,

OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES.

THE DISTRICT DOES NOT PROVIDE ANY SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., THE USE OF THE PLAYGROUND, POOL, FITNESS CENTER AND OTHER AMENITIES CAN RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND THOSE OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND WILL BE HELD ACCOUNTABLE RELATED TO SAME. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.

ACCESS TO AMENITY FACILITIES

Annual User Fees. The annual user fee for persons not owning property within the Canopy Community Development District (“District”) is as follows: An amount equal to two times the amount of the combined operation and maintenance assessment and debt assessment for a seventy-foot lot, which will change from time to time based on the District’s budget.

1. ***Access Fobs.*** Two Facility Access Fobs will be issued to each Patron Household, for up to two Facility Access Fobs per Patron Household. Facility Access Fobs will be issued to Patrons at the time their membership commences or at a time reasonably soon thereafter, subject to availability of Facility Access Fobs and District Staff. All Patrons must have on their person Facility Access Fob for entrance to the Amenity Center. There is a **\$25.00** charge to replace lost or stolen fobs. Patrons are responsible for notifying the District immediately if a fob is lost or stolen. The lost or stolen fob shall be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Facility Access Fobs may NOT be given to any third-party individuals. Each Patron shall be responsible for the actions of those individuals using the Patron’s Facility Access Fob, unless said Facility Access Fob is reported as being lost or stolen.

2. Guests.

2.

- (a) ***Maximum Guests.*** Except as otherwise provided for herein, each Patron household may bring a maximum of ~~four~~ **six (6)** Guests to the Amenities at any one visit, provided however that Guests must be accompanied by a Patron who is at least eighteen years of age when using the Amenities; and provided however that the

Patron will be responsible for any harm caused by the Patron's Guests while using the Amenities. For clarification purposes, the preceding sentence shall be construed to place a ~~four~~six-Guest limitation per visit on the total number of Guests that a Patron may bring on behalf of that Patron's particular household – e.g., a Patron household consisting of four people cannot bring up to two Guests each for a total of eight Guests, but instead can only bring a total of ~~four~~six Guests per visit on behalf of the entire household. Guests shall be subject to all rules and policies as the Board may adopt from time to time.

- (b) *Identification of Authorized Users.* To better manage use of the facilities, the District in its discretion may require Patrons and Guests to “sign-in” prior to accessing the Amenities and/or to display District-issued bracelets or other identification at the Amenities in order to better identify authorized users of the Amenities.
- (c) *Registration / Disclaimer.* In order to use the Amenities, each Patron and all members of a Patron's Household shall register with the District by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the rules and policies for the use of the Amenities. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.**
- (d) *Renter Privileges.* Residents shall have the right to designate a Renter of their owned residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities. An Amenities transfer form must be completed by the Resident and the Renter to transfer such rights, consistent with Exhibit A hereto.
 - i. A Renter who is designated as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights, privileges and responsibilities to use the Amenities as the Resident.
 - ii. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
 - iii. Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Residents are responsible for the department of their respective Renter.
 - iv. Renters shall be subject to all rules and policies, including but not limited to these Policies, as the Board may adopt from time to time.

GENERAL PROVISIONS

1. Patrons must swipe their Facility Access Fob to enter certain areas of the Amenities and should carry their Facility Access Fob at all times when using the Amenities.
2. Unless provided elsewhere, youth under the age of sixteen (16) must be accompanied by an adult eighteen (18) years of age or older.
3. All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable facility, all outdoor Amenities are open only from Sunrise until Sunset (unless herein otherwise noted). No Patron is allowed in the service areas of the Amenities.
- ~~3. Hours of operation for the Amenities will be established and published by the District, which hours of operation may fluctuate based on the season, time of year and other circumstances. The Pool may be closed from time to time for common maintenance.~~
4. Dogs or other pets (with the exception of Service Animals) are not permitted inside the Amenity Center building or in the Pool Area. Where dogs are permitted, they must be leashed, and the person in control of the dog must clean up and dispose of all dog waste.
5. Fireworks of any kind are ~~not permitted~~prohibited anywhere in the Amenities, District-owned property or adjacent areas.
6. No Patron, visitor or Guest is allowed in the service areas of the Amenity Facilities.
7. The Board reserves the right to amend or modify these Policies when necessary and will make its best attempts at notifying the Patrons of any changes by posting said changes on the District's website. However, it is incumbent upon Patrons to seek clarification for Policies applicable to the Amenity Facility.
8. The Board, District and Amenity Staff, and any other person so designated by the District shall have full authority to enforce these Policies.
9. Smoking and alcohol are not permitted anywhere in the Amenities.
10. Profanity and loud, disruptive, or unruly behavior are prohibited.
11. Disregard for any Amenities rules or Policies will result in expulsion from the facility and/or loss of Amenities privileges in accordance with the Disciplinary & Enforcement Rule at Part II of the Amenity Facility Handbook.
12. Glass and other breakable items are not permitted at the Amenities.

13. Patrons and Guests shall treat Amenity Staff and their fellow Patrons and Guests with courtesy and respect.
14. Skateboarding is not permitted at the Amenities, including all parking lots, and sidewalks comprising the Amenities.
15. Bicycles, skateboards, roller blades, scooters and golf carts are not permitted in or around the Amenities. All bicycles must be placed at a bike rack.
16. No open flames are permitted in any indoor space with the exception of Sterno-type heaters used to warm food during private events, if permitted and authorized by the District. Personal grills are not permitted at the Amenities or on any other District owned property.
17. No items may be brought to the Amenities that could cause injury, death or damage to property.
18. Unless otherwise stated, the Amenities are unattended, unmanned facilities and persons using the Amenities do so at their own risk.
19. Patrons and Guests are advised that the Amenities, or certain areas thereof, may be under 24-hour video surveillance for security purposes.
20. Fishing, swimming, wading and boating are not permitted in the District's ponds to support stormwater management integrity, attenuation, permit requirements and safety concerns.
21. Except as permitted by the District, no commercial activities shall be conducted at the Amenities and no solicitation or commercial advertisements are permitted. This shall not prohibit the District from contracting with vendors to provide amenities programming or other services for the benefit of Patrons.
22. There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
23. Unless otherwise stated, all Amenities are available on a first-come, first-served basis.
24. The possession and use of firearms shall be in strict accordance with Florida law.
25. Equipment. All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
26. Littering. Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
27. Bounce Houses and Other Structures. Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in writing

at least a week in advance of such request. Proof of liability insurance acceptable to the District shall also be required.

28. Excessive Noise. Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.

29. Lost or Stolen Property. The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned into the Amenity Manager for storage in the lost and found, if one is available. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.

30. Compliance with Laws and District Rules and Policies. The provisions in this document are in addition to any posted signage appearing at District Amenities and shall have control if contradictions exist. All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District Policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.

31. Courtesy. Patrons and Guests shall treat all District Staff and their designees, other Patrons and Guests with courtesy and respect. If District Staff requests that a Patron or Guest leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity privileges.

32. Profanity / Obscenity. Loud, profane, abusive, or obscene language or behavior is prohibited.

33. Emergencies. In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.

34. False Alarms. Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Device and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.

35. Outside Vendors / Commercial Activity. Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.

36. Organized Activities. Any organized activities taking place at the Amenity Facilities must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

37. Security. The Amenities, or certain areas thereof, may be under 24-hour video surveillance for security purposes.

38. First-Come, First-Served. Unless otherwise stated, all Amenities are available on a first-come, first-served basis.

~~23.~~

PARKING POLICY

1. Vehicles must be parked in designated areas and may not be left in a District parking lot overnight.
2. Trailers, boats, RVs, and other oversized vehicles are not permitted to park in District parking lots at any time unless specifically authorized by the District.
3. Vehicles should not be parked on grassy areas, or in any way which blocks the normal flow of traffic on District property.

GENERAL SWIMMING POOL POLICIES

1. All Patrons must swipe their Facility Access Fob to enter the Pool Area. At any given time, a Patron may accompany up to ~~four~~six (64) Guests per Household at the Pool Area.
- ~~2. Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the Pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised by an adult who is in the water and within arm's length of the child. Children under the age of thirteen (13) must be accompanied by an adult. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.~~
- ~~2. Children under the age of sixteen (16) must be accompanied by an adult at least eighteen (18) years of age in the Pool Area.~~
3. Radios, televisions and the like may be listened to if played at a volume that is not offensive to other Patrons and Guests. Electrical equipment is not allowed around the Pool Area.
4. Showers are required before entering the Pool Area.
5. Glass and other breakable items are prohibited in the Pool Area.
6. Pool hours will be posted but may be reduced without notice in order to facilitate maintenance, weather or scheduled events. Unless otherwise posted, swimming is only

permitted from 30 minutes after Sunrise until 30 minutes before Sunset, pursuant to the Florida Department of Health regulations.

7. Pets (other than "Service Animals"), bicycles, skateboards, roller blades, scooters and golf carts are not permitted in the Pool Area or inside the pool gates at any time.
8. Hanging on the lane lines, interfering with the lap-swimming lane, and unauthorized diving is prohibited.
9. The District reserves the right to authorize all programs and activities, including the number of guest participants, equipment and supplies usage, etc., conducted at the Pool, including swim lessons, aquatic/recreational programs and pool parties.
10. Any person swimming when the Pool is closed may be suspended from using the Amenity Facilities.
11. Proper swim attire must be worn in the Pool Area.
12. Food and drink, including alcohol, are prohibited in, and within six feet, of the Pool deck.
13. No chewing gum is permitted in the Pool Area.
14. No diving, jumping, pushing, running or other horseplay is allowed in the Pool Area.
15. For the comfort of others, the changing of diapers or clothes is not allowed in the Pool Area.
16. No one shall pollute the Pool. Anyone who does pollute the Pool is liable for any costs incurred in treating and reopening the Pool.
17. Radio controlled watercraft are not allowed in the Pool.
18. Pool entrances must be kept clear at all times.
19. Smoking is not permitted around the Pool Area.
20. No swinging on ladders, fences, or railings is allowed.
21. Pool furniture is not to be removed from the Pool Area, thrown into the Pool or otherwise disturbed.
22. Loud, profane, or abusive language is prohibited.

23. Coolers of up to a 12-quart capacity are permitted at the Pool Area, provided however that glass and alcohol is prohibited and no food and drinks are permitted within six feet of the Pool deck area, as identified in Department of Health regulations, which may change from time to time.
24. Tennis balls, beach balls larger than 8", basketballs, Nerf Balls, soccer balls, or any other type of hard non-water sports balls are not permitted in the Pool Area. Masks and goggles must have shatter-proof polycarbonate lenses. Only the following inflatable or floating devices are permitted: 1) infant water floats with seats; 2) arm floats; and 3) pool noodles. For numbers one and two, parents/guardians must remain within arm's length of children under their care. No other inflatable rafts, tubes, or floats are permitted. The District reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment provides a safety concern.
25. Following Florida Department of Health Rule #64E-9.008 for public pools without permitted outdoor lighting, the Pool will close no later than one half-hour before sunset and may open no sooner than one half-hour after sunrise. Pool closing times will be posted in advance when possible.
26. Lap lanes shall be for lap swimming only, and are available on a first-come, first-served basis. Swimmers shall limit their use of the lap lanes to one (1) hour if other users are waiting. No pool noodles or other flotation devices are permitted in the lap lanes. Playing on the ropes is prohibited. Swimming in lap lanes shall be continuous and are intended for recreational swimming.

THUNDERSTORM POLICY

The lifeguards or Amenity Staff, if and when present, will oversee operation of the Pool Area, including making a determination of closure during thunderstorms and heavy rain. During periods of heavy rain, thunderstorms and other inclement weather, the Pool Area will be closed. Notwithstanding the foregoing, the District shall have no obligation to provide staff at the Pool or oversee closures, and Patrons and Guests using the Pool shall be responsible for vacating the Pool area during periods of heavy rain, thunderstorms, and other inclement weather. All use is at each Patron's and Guest's own risk.

POOL CONTAMINATION POLICY

1. If contamination occurs, the Pool will immediately be closed.

~~Children under three years of age, and those who are not reliably toilet trained, must wear rubber lined or other appropriate swim diapers and a swimsuit over the swim diaper.~~

2. Children under the age of three (3) years, anyone who is not reliably toilet trained, and all incontinent individuals must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming Pool and deck area. If contamination occurs, the Pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the Pool.

3. In accordance with CDC and Florida Department of Health standards, if a child has experienced three (3) or more loose bowel movements within a twenty-four (24)-hour period they should not return to the Pool for the subsequent twenty-four (24) hours.

FITNESS CENTER POLICIES

All Patrons and Guests using the Fitness Center are expected to conduct themselves in a responsible, courteous and safe manner in compliance with all policies and rules of the District governing the Amenity Facilities. Disregard for or violation of the District's policies and rules and misuse or destruction of Fitness Center equipment may result in the suspension or termination of Amenity privileges.

Please note that the Fitness Center is an unattended facility and persons using the facility do so at their own risk. Persons interested in using the Fitness Center are presumed to have consulted with a physician prior to commencing a fitness program and assume the risks inherent with exercise.

1. *Hours:* Use of the Fitness Center is permitted only during the posted hours. Any Patron using the Fitness Center outside of the posted hours will be responsible for reimbursing the District for any fees or charges incurred in responding to the Fitness Center security alarm.
2. *Emergencies:* For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager and, if present, Amenity Staff.
3. *Eligible Users:* Patrons fourteen (14) years of age and older may use the Fitness Center. No children thirteen (13) years of age or younger are permitted in the Fitness Center. Guests seventeen (17) years of age or younger may use the Fitness Center if accompanied by an adult Patron aged eighteen (18) years of age or older. ~~Patrons and Guests sixteen (16) years of age and older are permitted to use the Fitness Center during designated operating hours. No children under sixteen (16) years of age are permitted in the Fitness Center.~~ Guests may use the Fitness Center if accompanied by an adult Patron aged eighteen (18) or older.
4. *Proper Attire:* Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate clothing includes t-shirts, tank tops, shorts (no jeans), leotards, and/or sweat suits (no swimsuits).
5. *Food and Beverage:* Food (including chewing gum) is not permitted within the Fitness Center. Beverages, however, are permitted in the Fitness Center if contained in non-breakable containers with screw top or sealed lids.
6. *Personal Training:* Except as expressly authorized by the District, personal training for fees, or solicitation of personal training services for fees, is prohibited. For purposes of this section, "personal training" shall mean provision of one-on-one fitness or exercise instruction by a person who does not have an established place of business for the primary purpose of

conducting physical exercise and who holds a license or certification attesting that they are capable of providing such instruction.

7. *General Policies:*

- (a) Each individual is responsible for wiping off fitness equipment after use.
- (b) Use of personal trainers is not permitted in the Fitness Center.
- (c) Hand chalk is not permitted to be used in the Fitness Center.
- (d) Radios, tape players, CD players, and other personal music devices are not permitted unless they are personal units equipped with headphones.
- (e) No bags, gear, or jackets are permitted on the floor of the Fitness Center or on the fitness equipment.
- (f) Weights or other fitness equipment may not be removed from the Fitness Center.
- (g) Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other persons are waiting.
- (h) Please return weights to their proper location after use.
- (i) Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
- (j) Any fitness program operated established and run by the District may have priority over other users of the Fitness Center.

SPORT COURTS

The following rules apply to all sport courts owned and operated by the District, including but not limited to tennis courts, pickleball courts, etc., as applicable (the “Courts”):

- 1. *First-Come, First-Served Basis.* Courts are available for use by Patrons and Guests only on a first-come, first-served basis. When other players are waiting, Court use should be limited to one (1) hour.
- 2. *Attire.* All players shall be dressed in appropriate attire, which includes: shirts, tennis shoes, shorts or warm up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the Courts.
- 3. *Pets.* Pets, with the exception of Service Animals, are not permitted on the Courts at any time.
- 4. *Food and Drinks.* Food and gum are not permitted on the Courts. Drinks must be in a non-breakable spill-proof container.
- 5. *Glass Containers.* No glass containers or breakable objects of any kind are permitted on the Courts.

6. *Operating Hours.* The Courts are open during the operating hours of the Amenity Center, or as otherwise posted. No one is permitted on the Courts at any other time unless a specific event is scheduled.
7. *Skateboards, Etc.* No bicycles, scooters, roller skates, roller blades or skateboards, hover boards or similar items are permitted on the Courts.
8. *Furniture.* No furniture, other than benches already provided, will be allowed on the playing surfaces of the Courts.
9. *Equipment.* Patrons are responsible for bringing their own equipment.
10. *Instruction for Fees Prohibited.* Except as expressly authorized by the District, instruction or training for fees, or solicitation of instruction or training for fees, is prohibited. This shall not prevent the District from contracting for provision of instruction as a community program for the benefit of Patrons and Guests.
11. *Fence.* Climbing the fence or tampering with any lock is prohibited.
12. *Radios.* Portable radios are prohibited on the Courts.
13. *Play at Your Own Risk.* The Courts are unattended, so all Patrons and Guests use the Courts at their own risk. All Patrons and Guests are assumed to have consulted their physician before participating in any sports activities and assume the inherent risks in participating in the same.

PLAYGROUND POLICIES

1. The Playgrounds shall be available for use from dawn to dusk.
2. For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager and any Amenity Staff on site.
3. For the protection of equipment designed for the use by small children, Patrons over the age of 12 are not permitted to play on the equipment.
- 3.
4. No roughhousing or horseplay on the Playgrounds.
5. Persons using the Playgrounds must clean up all food, beverages and miscellaneous trash brought to the Playgrounds.
6. The use of profanity or disruptive behavior is prohibited.
7. Children under five (5) years of age must always remain within the line of sight and near the supervising adult. All children are expected to play cooperatively with other children.
8. Food & Drink. No food, drinks or gum are permitted in the playground equipment area as defined by the border surrounding the play equipment, other than water in non-breakable containers. Food and drinks (no gum) are permitted in the fenced in park area outside the

playground equipment area. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the park.

9. Glass. No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

6.10. Prohibited Equipment. Bicycles, scooters, skateboards, rollerblades, or other similar equipment are not to be used on the Playground.

FIRE PIT POLICIES

1. Use of the Fire Pits is available on a first-come, first-served basis.

~~2. Only Patrons eighteen (18) years of age or older may operate the Fire Pits.~~

~~3.2.~~ Glass and other breakable items are not permitted around the Fire Pits.

~~4.3.~~ Alcoholic beverages are not permitted around the Fire Pits.

~~4.~~ Patrons must fully turn off the Fire Pit after use; violators will be prohibited from future use.

5. Only Patrons eighteen (18) years of age or older may ignite fires in the Fire Pit at their own risk. Patrons must bring their own tinder, kindling and hardwood to burn in the Fire Pit. The wood in the Fire Pit should not be stacked higher than the rim of the Fire Pit. Minors under fourteen (14) years of age must be accompanied and supervised by an adult eighteen (18) years of age or older at all times when the Fire Pit is in use.

TRAIL POLICIES

The following rules apply to the District's walking trails:

1. *Vehicles.* Trails are open to all forms of non-motorized transportation unless otherwise posted. Pedestrians have the right-of-way on trails unless otherwise posted. Bicycles and other "wheeled" travelers must yield to hikers.

2. *Hours of Operation.* Trails may be used from dawn until dusk.

3. *Approved Programs.* All events, races, and competitions must be facilitated by the District.

4. *Safety.* Proper control must be maintained at all times. Speed should be restricted to safe levels appropriate for existing trail conditions. Faster users should pass on left and announce their intention before passing. Avoid single-tracks when raining or muddy; traffic on wet trails causes damage.

5. *Designated Trails.* Trail users must stay on existing designated trails.

6. *Vegetation.* Do not disturb vegetation or wildlife.

7. *Wildlife.* Wildlife may be present on the trails. Users are advised to exercise caution.

LAKES AND PONDS POLICIES

1. Lakes within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.
2. Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
3. Wading and swimming in District Lakes are prohibited.
4. Patrons may not fish from District Lakes due to erosion/infrastructure integrity, stormwater attenuation and health and safety concerns.
5. Pets are not allowed in District Lakes.
6. Owners of property abutting the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property. Further, all Owners shall not make improvements on private property that negatively affect the Lakes, including causing erosion or impairments to the Lakes as a stormwater system.
7. No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
8. No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
9. No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, grass clippings, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
10. Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
11. Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida

Fish and Wildlife Conservation Commission (“FWC”). Anyone concerned about an alligator is encouraged to call FWC’s toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).

12. Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

7. —

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, shall assume sole responsibility for his or her property and persons. The District and its contractors shall not be responsible for the loss of damage to any private property used or stored on the premises of the Amenities. Use is at the Patron’s and Guest’s own risk.

No person shall relocate or remove from the Amenity 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 caused by the Patron and his or her Guests, invitees or any family members at the Amenities, and at any activity or function operated, organized, arranged or sponsored by the District or its contractors. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage or personal injury.

Any Patron, Guest, invitee 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 or its contractors or Patrons, either on or off the Amenities premises, shall do so at his or her own risk, and shall defend and hold the District and its Board, employees, staff, representatives, contractors, and agents harmless for any and all loss, cost, claim, injury damage or liability sustained or incurred by him or her, resulting there from and/or from any act or omission of the District or its respective Board, employees, staff, representatives, contractors, and agents. Any Patron shall have, owe, and perform the same obligation to the District and its respective Board, employees, staff, representatives, contractors, and agents hereunder in respect to any loss, cost, claim, injury, damage or liability sustained or incurred by any guest, invitee or family member of such Patron.

Should any party bound by these District Policies bring suit against the District or its affiliates, officers, employees, representatives, contractors or agents in connection with any event operated, organized, arranged or sponsored by the District or its contractors or its Patrons or any other claim or matter in connection with any event operated, organized, arranged or sponsored by the District, its contractors or its Patrons and fail to obtain judgment therein against the District or its Amenity Center operator, officers, employee, representative, contractor or agent, said party shall be liable to the District for all costs and expenses incurred by it in the defense of such suit (including court costs and attorney's fees through all appellate proceedings).

PART II: DISCIPLINARY & ENFORCEMENT RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2021)
Effective Date: August 2021

In accordance with Chapters 190 and 120 of the Florida Statutes, and on August 2021 at a duly noticed public meeting, the Board of Supervisors of the Canopy Community Development District adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District (“Amenities” or “Amenity”).

2. General Rule. All persons using the Amenities and entering District properties are responsible for compliance with, and shall comply with, the Amenities Rules established for the safe operations of the District’s Amenities.

3. Suspension of Rights. The District, through its Board, District Manager, and General Manager, shall have the right to restrict, suspend, or terminate the Amenity privileges of any person to use the Amenities for any of the following behavior:

- a. Submits false information on any application for use of the Amenities;
- b. Permits the unauthorized use of a Key Fob or otherwise allows unauthorized use;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies (e.g., Amenity Rules);
- f. Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property;
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests; or
- i. Commits or is alleged, in good faith, to have committed a crime on or off District property that leads the District to reasonably believe endangers District residents, staff and Guests.

4. Authority of District Manager and Onsite Staff. The District Manager, other onsite staff, or their designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed or if in his/her discretion it is the District's best interests to do so. The District Manager, onsite staff or their designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's privileges to use any or all of the Amenities until the next regularly scheduled meeting of the Board of Supervisors.

5. Process for Termination or Suspension of Amenity Privileges.

a. Offenses:

- i. First Offense: Verbal warning by District Manager or Amenity staff and suspension from the Amenities for up to one week from the commencement of the suspension. Violation is recorded by District Manager or Amenity staff, signed by the individual offender(s), and held on file at the Amenity.
- ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty days from the commencement of the suspension, with the preparation by District Manager or Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
- iii. Third Offense: Suspension of all Amenity privileges for up to one year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of

termination of the offender(s) privileges for one calendar year. The length of the suspension is in the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.

- b. Each offense shall expire one year after such offense was committed, except in cases of egregious behavior that, in the discretion of the Board, may warrant a longer or even permanent suspension. After the expiration of one year, or longer as provided for herein, the number of offenses on record for such offender(s) shall be reduced by one. For example, if a first offense is committed on February 1 and a second offense on August 1, there will be two offenses on record until February 1 of the following year, at which time the first offense will expire, and the second offense will thereafter be considered a first offense until it expires on the following August 1. The provisions of this Paragraph shall not at any time serve to reduce any suspensions or terminations, which may have been imposed prior to the expiration of any offenses.

Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or Amenity staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be considered and warranted.

- c. Any suspension or termination of Amenity privileges may be appealed to the Board of Supervisors for reversal or reduction. The Board's decision on appeal shall be final.

6. Legal Action; Criminal Prosecution. If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

7. Fines. In the event of an infraction involving the commission of a crime on District property, resulting in law enforcement response to District property, or involving

damage to or destruction of District property, the District may in its discretion assess a fine of up to \$500 in order to offset the legal and administrative expenses incurred by the District. Such fine shall be in addition to any suspension or termination of amenity privileges and/or any applicable legal action warranted by the circumstances. Additionally, the District may in its discretion hold any person who damages District property responsible for the cost of repairing or replacing such District property.

8. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

Exhibit A

CANOPY COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: This form must be completed in its entirety and returned to the District Manager in order for amenity access privileges to be granted to any tenant. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the Owners' names for this purpose. Upon acceptance of this properly completed document, any amenity access cards previously issued to the owner and their family members will be deactivated and listed tenants become eligible to apply for amenity access cards for the designated lease period. A fee of \$25.00 per amenity access card issued is payable by cash or check at the time a card is issued.

Agreement made this date _____ between the owners of the property located at:

(date of this agreement)

_____, Tallahassee, Leon County, Florida
(property address)

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date)_____ terminating (date) _____. All tenancy eligible for assignments must be at least three (3) months of length or longer. If length of tenancy is of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. CDD Management will turn away anyone that is not an official tenant (AIRBNB, VRBO, etc. and less than 30-day rentals are not defined as tenants and are not defined as guests).
3. Owners wish to transfer the rights and privileges to the use and enjoyment of the amenities within the District to Tenants.
4. Upon this transfer, Owners acknowledge their amenity access cards will be deactivated as of the date of such transfer.
5. Upon this transfer, Tenants acknowledge they must obtain their amenity access cards from the District and that Tenants have received or have reviewed a copy of the Facility Use Policies & Rates for all Amenities, to which they agree to follow.
6. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the Owners of the Property to timely pay all Canopy Community Development District fees and special assessments.
7. Tenants acknowledge at the end of their tenancy, their amenity access cards will be deactivated as of the date their tenancy ends. In the case of a tenancy of indefinite duration acknowledge that their amenity access cards will be deactivated after three (3) months, but may be renewed by a further assignment by the Owners.
8. Owners and Tenants acknowledge that this document is subject to public review under Chapter, 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW

_____ Owner Signature (required)	_____ Witness Signature (required)
_____ Owner Printed Name (required)	_____ Witness Printed Name (required)
_____	_____

(Additional Owners continue on separate page)

C.

RESOLUTION 2026-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT ADOPTING INFORMAL PROCUREMENT POLICIES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Canopy Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within the City of Tallahassee, Leon County, Florida; and

WHEREAS, the Florida Statutes establish certain bidding thresholds for formal bidding but leaves flexibility for contracting for goods and services below the formal bid thresholds; and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly finds that it is in the best interest of the District to establish by resolution Informal Procurement Policies as may be amended or updated from time to time for immediate use and application.

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

SECTION 1. The Informal Procurement Policies attached hereto as **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Informal Procurement Policies shall remain in full force and effect until such time as the Board may amend or replace them.

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

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

PASSED AND ADOPTED this 8th day of October 2025.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Informal Procurement Policies

CANOPY COMMUNITY DEVELOPMENT DISTRICT
Policy Relating to Spending Authority and Procurement of Good and Services

1.0 PURPOSE OF POLICY.

- 1.1** This Policy for Spending Authority and Procurement of Goods and Services (“**Policy**”) is designed to establish clear standards delineating the authority of certain contractors and employees of the Canopy Community Development District (“**District**”), specifically the District Manager and District staff, to enter into certain contracts or purchase orders for goods or services on behalf of the District. This Policy is further designed to establish uniform procedures for the informal procurement of goods and services that are under the statutory threshold for formal public procurement under Florida law. Please refer to the District Rules of Procedure for the processes required when purchases exceed the public procurement threshold.
- 1.2** The fundamental purpose of this Policy is not to restrict the effectiveness of the individuals involved in the day to day activities related to the procurement of goods and services, but to provide a sound foundation for effective, consistent and fair procurement practices and ensure fiscal responsibility, accountability and consistency. This Policy applies to the pre-authorization of funds and procurement of goods and services as provided for hereunder; the District Board of Supervisors (“**Board**”) are not required in any instance to sign checks, the authority for check signature rests with the District Manager and other individuals authorized pursuant to District Resolution.
- 1.3** Any and all questions regarding this Policy should be directed to the District Manager or District Counsel.

2.0 DEFINITIONS.

- 2.1** *Emergency.* A sudden or unexpected situation, event, or circumstance negatively impacting or impairing the health, safety, and welfare of the District’s residents; or an unexpected failure of a District physical asset that significantly impacts the general operation, integrity or function of the District’s operations. Examples of an Emergency include, but are in no way limited to: acts of God; pandemics; riots; fires; floods; hurricanes; accidents; structural, electrical or chemical failures of a District facility; or other similar circumstances.
- 2.2** *Emergency Approval.* An approval of an Emergency Contract or Purchase Order (defined herein) by the District Manager or Amenity Manager on behalf of the District, when an Emergency Authorization (defined herein) authorizes the District Manager or Amenity Manager to approve such Emergency Contract or Purchase Order.
- 2.3** *Emergency Authorization.* A written authorization of the Chairperson of the Board (“**Chairperson**”), or another representative of the Board as provided in this Policy,

authorizing the District Manager and/or District staff to approve an Emergency Contract or Purchase Order (defined herein). The Emergency Authorization should contain the following minimum information, collected by the District Manager: a declaration that an Emergency exists; the reasons supporting such a declaration; the Emergency Contract or Purchase Order that the District Manager, Amenity Manager or Field Manager expects to approve and a statement certifying that such goods or services will address the Emergency; the expected cost of the Emergency Contract or Purchase Order; language stating that the signing representative of the Board approves the information in such Emergency Authorization; and a statement that any expenses resulting from the District entering into the Emergency Contract or Purchase Order shall be presented to the Board for ratification at the next Board meeting.

- 2.4** *Emergency Contract or Purchase Order.* A contract or purchase order for goods or services entered into to address an Emergency that otherwise exceeds the approval authority set forth in this Policy.

3.0 DISTRICT MANAGER APPROVAL AUTHORITY.

- 3.1** Per Florida law, the District Manager shall have charge and supervision of the District's works, and bear responsibility for preserving and maintaining any improvement or facility that is constructed or erected pursuant to Chapter 190, *Florida Statutes*; for operating and maintaining District-owned equipment; and for performing such other duties as are prescribed by the Board.
- 3.2** The District Manager has the authority to approve a contract or purchase order for goods or services on behalf of the District if the cost of such contract or purchase order is less than or equal to Five Thousand Dollars and No Cents (\$5,000.00), and the District Manager is authorized to sign such contract or purchase order on behalf of the District. The contract or purchase order need not be presented for ratification by the Board but will appear in the check register in due course.
- 3.3** Purchases that are recurring purchases or services approved by the Board at a public meeting need not come back to the Board unless and until the terms of the contract for such purchase expires or requires formal Board renewal or action.
- 3.4** If the cost of a contract or purchase order for goods or services exceeds Five Thousand Dollars and No Cents (\$5,000.00), or for purchases that are recurring purchases or services that would, when combined, exceed Five Thousand Dollars and No Cents (\$5,000.00), the Board must approve such contract or purchase order at a public meeting, except as specified herein.

4.0 DISTRICT COUNSEL APPROVAL AUTHORITY.

- 4.1** This Policy is in no way intended to repeal, diminish or otherwise conflict with the Board approved Resolution which provides for the legal support and legal defense

of the District, Board, and District Staff. The provisions of that Resolution remain in full force and effect. This Policy is intended to cover legal actions that are not covered by that Resolution.

- 4.2 Due to unique nature of any given legal proceeding or legal situation, a specific approval threshold is not provided for so as not to limit the District's ability to affirmatively defend itself against actual or potential claims. The Board may, however, at any time during a public meeting budget, delay, or cease legal proceedings or legal actions by affirmative vote as the Policy setting body with fiduciary responsibility to the District. The Board will be advised of any potential legal implications and risks of such action for consideration prior to voting.
- 4.3 Outside normal day-to-day operational considerations in which the District's Counsel participates (including but not limited to meeting attendance, drafting of routine agreements, counsel on policy or legal decisions in the normal course or other similar circumstances), any agreement for legal services, representation, or outside counsel must be signed by the Chair or Vice Chair to be deemed duly executed. Due to the urgent, confidential, or exempt matter of legal issues, or so as not to impair the District's legal position or strategy, such contracts/retainers/agreements are not required to be brought for a discussion and vote before the Board so long as the Chair or Vice Chair has signed authorizing such execution. The Board retains full authority to be apprised of ongoing expenditures and to limit or cease any legal proceeding or legal services by affirmative vote. To that end, District Staff shall update the Board at each Board meeting as to the status of expenditures on legal proceedings entered into pursuant to this Policy but shall not be required to discuss items that are confidential or exempt from public disclosure or that would impair the District's legal position.
- 4.4 Any final judgements, settlements, or dispositions must be approved by the Board.

5.0 AMENITY MANAGER AND FIELD MANAGER APPROVAL AUTHORITY.

- 5.1 The Amenity Manager and Field Manager, each, shall have the authority to approve a contract or purchase order for goods or services on behalf of the District if the cost of such contract or purchase order is less than or equal to Two Thousand, Five Hundred Dollars and No Cents (\$2,500.00), and both the Amenity Manager and Field Manager are authorized to sign such contract or purchase order on behalf of the District. The contract or purchase order need not be presented for ratification by the Board but will appear in the check register in due course.
- 5.2 If the cost of a contract or purchase order for goods or services exceeds Two Thousand, Five Hundred Dollars and No Cents (\$2,500.00), or for purchases that are recurring purchases or services that would, when combined, exceed Two Thousand, Five Hundred Dollars and No Cents (\$2,500.00), but do not exceed the District Manager's purchasing authority set forth above, the District Manager may approve such expenditure.

6.0 DISTRICT MANAGER, AMENITY MANAGER AND FIELD MANAGER’S EMERGENCY APPROVAL AUTHORITY.

- 6.1** The District Manager, Amenity Manager and Field Manager, have the discretion to determine whether a situation, event, or circumstance constitutes an Emergency as set forth under this Policy. In the event of an Emergency, staff shall additionally follow the District’s *Emergency and Significant Events Policy* (“Emergency Policy”).
- 6.2** Unless an Emergency has been declared pursuant to the Emergency Policy, the District Manager is in charge of securing an Emergency Authorization, signed by the Chairperson, before an Emergency Approval may be issued. If the Chairperson is unavailable to sign the Emergency Authorization, then the Vice Chairperson may sign. If the Vice Chairperson is unavailable to sign the Emergency Authorization, then another Board Supervisor may sign. The District Manager shall prepare the Emergency Authorization as set forth herein. Following the execution of the Emergency Authorization, the District Manager, Amenity Manager or Field Manager may make an Emergency Approval of the Emergency Contract or Purchase Order set forth in the Emergency Authorization. Any Emergency Contract or Purchase Order shall be presented to the Board for ratification at the next Board meeting.
- 6.3** In the event that the District Manager is unable to secure an Emergency Authorization that he or she reasonably deems necessary as set forth in this Policy, and acts in good faith and within the scope of their authority, the District agrees to hold the District Manager harmless in the event that such actions are challenged legally as inconsistent with the District Managers statutory duties set forth in Chapter 190, *Florida Statutes*.

7.0 APPROVAL AUTHORITY OF OTHER DISTRICT CONTRACTORS OR EMPLOYEES.

- 7.1** Except for the approval authority of the Board, District Manager, Amenity Manager and Field Manager, as set forth in this Policy and the District’s Rules of Procedure, District contractors or employees have no authority to approve or sign a contract or purchase order for goods or services, or a recurring obligation under a contract or purchase order for goods or services, on behalf of the District. Any such approval by such contractor or employee shall constitute an unauthorized approval.

8.0 PROCUREMENT PROCESS FOR PURCHASE OF GOODS AND SERVICES

- 8.1** To comply with Chapters 190 and 287, *Florida Statutes*, a District must abide by several procedures if it desires to enter into a contract for the purchase of professional services; insurance; construction; design-build services; goods, supplies, or materials; contractual services; and maintenance services over statutory bid thresholds. Please refer to the District Rules of Procedure for the processes required when purchases exceed the public procurement threshold.

- 8.2** If the cost of construction will be less than \$527,444.79, the cost of electrical purchases is less than \$131,861.20, or the cost of goods or services will be less than \$195,000, it is appropriate to informally solicit proposals for the work.** These should be written proposals, bid from a standard scope of services or scope of materials. The proposals should be included in the District agenda package and reviewed by the District's Board of Supervisors. The proposals presented to the Board shall be as provided by the proposer(s), in an unaltered format. The Amenity Manager or Field Manager, as applicable, shall secure, whenever possible, a minimum of three written proposals, which shall be the result of written specifications transmitted by mail, electronic format or by facsimile. In those instances when securing three proposals is not practicable, the Amenity Manager or Field Manager shall provide written justification of such. When applicable to the proposed project, companies must be properly authorized, licensed and insured to perform the work. The provisions of this section shall apply to purchases that exceed Five Thousand Dollars (\$5,000.00) for a single item or recurring item.

** Note that the threshold amounts identified herein are established by Florida law and are subject to change; the construction and electrical thresholds change each calendar year. Please confer with District Counsel or District Manager for up to date numbers.

- 8.3** Where, for any reason, a proposer is given an opportunity to re-bid on a solicitation, all competing proposers should also be given an equal opportunity to re-bid the requirement. Those conditions in which it is in the District's best interests to allow a re-bid may include changes in requirements or changes in specifications.
- 8.4** Unless an Emergency exists, as defined in this Policy, or the purchase is under the thresholds set forth in Section 3.0, the District's Board of Supervisors shall pre-approve the proposal at a Board meeting prior to the execution of an agreement. If this pre-approval does not occur, it is possible that the agreement may not be honored by the District. The Amenity Manager should seek District Counsel's review or drafting of an agreement once the proposal is approved by the Board.
- 8.5** Once the agreement is in place, provide copies of the executed agreement to the District Manager. The District Manager is the official records custodian of the District.
- 8.6** For District Capital Improvement Projects authorized by the District's Board of Supervisors, keep the District Engineer updated on the process of installation or construction. The District Engineer is ultimately responsible for the proper construction and installation of the District's improvements, so the District Engineer needs to know when construction commences, when inspections are scheduled, etc. Projects designed by other professionals should be inspected by that professional and accepted under terms set forth in agreement with the District.

9.0 POLICY ETHICS.

- 9.1** All District employees and contractors shall abide by the provisions of Chapter 112, *Florida Statutes*, including Section 112.313, pertaining to standards of conduct for public officers.
- 9.2** Acceptance of gifts by District employees at any time from contractors or suppliers is prohibited.
- 9.3** District employees shall not bid for, enter into, or be in any manner interested in any contract for District purchases or public works, nor shall District employees seek to influence the purchase of a product or service from any proposer.
- 9.4** No contract or purchase shall be subdivided to evade the threshold amounts or other requirements of this Policy or other purchasing policies of the District, including the Rules of Procedure. Purchases, orders, or contracts that are subdivided to circumvent this Policy or other purchasing policies of the District shall be considered unauthorized purchases.
- 9.5** Any and all offers of employment must be authorized by only the Board, upon the Board's affirmative vote authorizing the position and accompanying funds, and such offers of employment shall not be made by any entity or person other than the Board. This shall not be construed to prohibit hiring of independent contractors to provide goods or services to the District but rather is meant to prohibit offers of employment without Board authorization.

10.0 SEVERABILITY.

- 10.1** If any section, paragraph, clause, or provision of this Policy shall be held to be invalid or ineffective for any reason, the remainder of this Policy shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Policy would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause, or provision.

11.0 INTERPRETATION.

- 11.1** This Policy shall be interpreted and construed as consistent with Florida law and the District's Rules of Procedures. This Policy shall not be interpreted or construed as restricting, undermining, or contravening the legal authority of the Board or the District.

D.

Canopy Community Development District Pool

Subject: Cracking and suspected settlement at the Canopy Community Development District amenity pool.

1) Executive summary

Two through-cracks were observed along the straight connector between the zero-entry basin and the deeper lap basin, with an older crack at the far (east) side of the lap lanes basin. Cracks previously leaked but have been patched. Based on site geometry, soil mapping, and the pattern/location of damage, the most credible primary cause is differential subgrade movement (settlement/rotation) of the lap basin relative to the zero-entry basin, likely amplified by local construction variability and past leakage. The mapped soil (Orangeburg fine sandy loam on 8-12% slopes) is generally competent and well-drained, so large heave from groundwater is unlikely; movement is more plausibly related to nonuniform support, cut/fill transitions, and/or leak-induced subgrade softening.

A level survey of the gutter lip (28 points) referenced to the water surface is an appropriate, sensitive indicator for detecting any settlement profile. We outline how to reduce those data and what magnitudes would be meaningful for decisions.

2) Background & scope

- The pool comprises a shallow zero-entry area connected to a deeper lap basin.
- Visible cracking: two newer cracks along the connector; one older crack on the far side of the lap area.

Objective: Identify indicators of settlement and provide preliminary geotechnical/structural opinions and next steps (non-destructive).

3) Site soils (key facts)

- **Mapping unit:** Orangeburg fine sandy loam, 8-12% slopes (map unit 35); upland, well-drained, deep soil formed in loamy-clayey marine deposits; typical profile of fine sandy loam over Bt horizons of sandy clay loam to ~2 m+. Seasonal water table > 80 in; no flooding/ponding. Hydrologic soil group B; Ksat ≈ 0.57-1.98 in/hr.
- **Mapping caution:** soil polygons are generalized; onsite investigation is recommended for intensive uses.

Implications: Adequate bearing is typical when properly compacted; however, the 8-12% side-slope increases the likelihood of cut/fill interfaces beneath the shell. The Bt (sandy clay loam) can exhibit moisture-related volume change; localized wetting (e.g., from leaks) can reduce support along a line.

4) Observations & structural context

- Crack line coincides with a stiffness/geometry break (light zero-entry vs heavier lap basin).
 - Floor reinforcement on drawings indicates a 6-in slab with #4 @ 12 in o/c. In shotcrete pools, it is common for floor thickness to vary and for overspray practices to leave locally thinner sections. These conditions reduce crack control capacity (to be verified).
-

5) Corroborating indicators to inspect

- **Gutter lip tile:** consistent dip or step toward the lap basin; coping rotation near the connector.
 - **Deck joints:** openings/tilt adjacent to the connector.
 - **Subgrade condition:** percussion "hollow" sounds, GPR/impact-echo evidence of voids beneath the connector; localized wet pockets (in an otherwise non-hydric soil unit).
-

6) Most likely cause chain (ranked)

1. Differential subgrade movement concentrated at the connector due to:
 - Change in shell weight/stiffness (zero-entry vs deep basin)
 - Potential cut/fill interface across the 8-12% slope
 - Post-construction wetting/leakage causing softening/voiding.
 2. Local construction variability (floor thickness/steel spacing) acts as a trigger for cracking.
 3. Material/thermal shrinkage as a secondary contributor (insufficient to explain a settlement-type waterline signature by itself).
-

7) Recommended next steps (non-destructive, low-disruption)

1. **Level survey reduction:** Convert the 28-point gutter lip survey to a Δz map and best-fit plane; highlight gradients and local bowls as above.
 2. **Microsurvey:** Laser level along the connector and around the lap basin at 1-1.5 m spacing to validate the pattern.
 3. **NDT verification:**
 - Cover-meter scan to confirm bar spacing.
 - GPR or impact-echo to establish floor thickness and locate voids.
 4. **Targeted geotechnical checks:** Two to three outside-shell CPTu/DCP soundings or hand borings down to the Bt horizon to assess density/moisture and identify any washed-out zones.
 5. **Leak chronology:** Collate maintenance logs to correlate periods of leakage with observed cracking/wet pockets (helps separate cause vs effect).
-

8) Remedial pathways (select after confirmation)

1. If movements are small and stabilized:

- Stitch-drill & epoxy the structural cracks.
- Apply an internal flexible waterproofing band.
- Consider introducing a water-stopped control joint along the connector to localize future shrinkage movement (PVC waterstop/keyed detail).

2. If voiding or active settlement is present:

- Low-mobility compaction grouting or closed-cell polyurethane injection beneath the connector strip to restore uniform support.
- If movements are larger or ongoing, micropile underpinning of the connector zone (targeted).

9) Limitations

This is a preliminary desktop/first-look assessment based on supplied plans, survey markers, photos, and publicly available soil mapping. Soil maps are generalized and may include minor components not captured at the project scale; site-specific testing is required for design-level conclusions.

We have not independently verified the as-built reinforcement or slab thickness.

10) Conclusion

The location and morphology of cracking, the facility geometry, and the mapped geologic setting collectively indicate that differential settlement/rotation of the lap basin relative to the zero-entry basin are the primary drivers, likely exacerbated by prior leakage and local construction variability. The proposed waterline-referenced level reduction, supported by quick NDT and targeted soundings, will confirm the presence and extent of settlement and guide proportionate, low-disruption remediation.

11) Disclaimer

This document is a **preliminary technical review** and not a sealed engineering report. The author is **not** a licensed Professional Engineer (P.E.), and the information is based on literature, field knowledge, and training experience. It is provided for **informational purposes only** and should not be relied upon for design, construction, or safety decisions. Anyone relying on this report does so **at their own risk**, and the author disclaims all liability. For professional engineering services, consult a licensed P.E.

F.

RESOLUTION 2026-03

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
CANOPY COMMUNITY DEVELOPMENT DISTRICT
RE-DESIGNATING THE PRINCIPAL HEADQUARTERS OF THE
DISTRICT; RE-DESIGNATING THE LOCATION OF THE LOCAL
DISTRICT RECORDS OFFICE; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, the Canopy Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the City of Tallahassee, Leon County, Florida; and

WHEREAS, the District desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE CANOPY COMMUNITY
DEVELOPMENT DISTRICT:**

SECTION 1. The District’s principal headquarters for the purpose of establishing proper venue shall be Governmental Management Services, LLC, 475 West Town Place, Suite 114, St. Augustine, FL 32092.

SECTION 2. The District’s local records office shall be located at Canopy Amenity Center, 2877 Crestline Road, Tallahassee, Florida 32308, within City of Tallahassee, Leon County, Florida.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 8TH OF OCTOBER 2025.

ATTEST:

**CANOPY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors

G.

RESOLUTION 2026-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CANOPY COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

WHEREAS, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

WHEREAS, the District's Board of Supervisors (the "Board") finds that it is in the best interests of the District to adopt by resolution a policy regulating the provision of public comments during meetings of the Board (the "Public Comment Policy") for immediate use and application.

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

SECTION 1. DESIGNATING PUBLIC COMMENT PERIODS. The purpose of public comment periods is to allow the public the opportunity to be heard on propositions before the Board. The District's Chairperson, their designee, or such other person conducting a District meeting (the "Presiding Officer"), shall ensure that there is at least one (1) period of time (the "Public Comment Period") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

- A.** An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.
- B.** Speakers shall be permitted to address any agenda item during the initial Public Comment Period. In the Presiding Officer's discretion, speakers shall be permitted to address any non-agenda matters of personal or general concern regarding the District either during the initial Public Comment Period or during a separate Public Comment Period provided after the conclusion of the District's business items.
- C.** Individuals wishing to make a public comment are limited to three (3) minutes per person. Speakers may not assign their three (3) minutes to extend another speaker's time.

- D. The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, *Florida Statutes*. The Presiding Officer may also elect to set and announce additional Public Comment Periods if they deem it appropriate.

SECTION 2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD. Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands or other reasonable means of identification at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to providing any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in their discretion may elect to apply such Sections to District workshops.

SECTION 3. PUBLIC DECORUM. The following policies govern public decorum at public meetings and workshops:

- A. Each person addressing the Board shall proceed to the place assigned to speak and should state their name and address in an audible tone of voice for the public record.
- B. No person other than a Board Supervisor or District staff member shall be permitted to enter into any discussion with an individual speaker while they have the floor, without the permission of the Presiding Officer.
- C. Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from interrupting other speakers with words or noises, speaking out of turn, speaking during another person's allotted time for public comments, exceeding the time limit for public comments, approaching Board members in a threatening manner, and making obscene or threatening remarks. "Obscene" shall mean remarks, images, or gestures which, when taken as a whole and applying contemporary community standards: (1) appeal to the prurient interest, (2) portray offensive sexual conduct in a patently offensive way, and (3) lack serious literary, artistic, political, or scientific value. "Threatening" shall mean remarks or behaviors which convey a serious intent to harm someone.
- D. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting or suspend their public comment privileges for the remainder of the meeting, after first issuing a warning to the speaker. In the event that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:
- i. The Presiding Officer may declare a recess;
 - ii. The Presiding Officer may contact the local law enforcement authority; or

- iii. In case the person does not leave the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, *Florida Statutes*, or other applicable law.

SECTION 4. EXCEPTIONS. The Board recognizes and may apply all applicable exceptions to Section 286.0114, *Florida Statutes*, including those set forth in Section 286.0114(3), *Florida Statutes*, and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings, quasi-judicial proceedings, and other special proceedings that may require a different procedure under Florida law.

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

SECTION 6. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 8th day of October, 2025.

ATTEST:

**CANOPY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chairperson / Vice Chairperson,
Board of Supervisors

SIXTH ORDER OF BUSINESS

AMENITY FACILITY MANAGEMENT SERVICES AGREEMENT

This agreement (“**Agreement**”) is made and entered into to be effective the 1st day of October 2025, by and between:

CANOPY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in Tallahassee, Florida, with a mailing address of c/o Governmental Management Services, L.L.C., 475 West Town Place, Suite 114, St. Augustine, Florida 32092 (“**District**”); and

LEWIS ASSOCIATION PROPERTY MANAGEMENT, LLC, a Florida limited liability company, with a mailing address of 7113 Beech Ridge Trail, Suite 2, Tallahassee, Florida 32312 (“**Contractor**” and, together with the District, the “**Parties**”).

RECITALS

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

WHEREAS, the District has constructed a recreation center that includes a swimming pool, fitness center, and other recreation facilities (collectively, the “**Amenity Center**”); and

WHEREAS, the District intends to provide for the operation, management program and maintenance of the Amenity Center; and

WHEREAS, Contractor has a background in the operation, management, program and maintenance of recreation facilities and is willing to provide such operation, management, program and maintenance services to the District in accordance with this Agreement; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide facility management and maintenance services for District common areas and facilities; and

WHEREAS, the District desires to enter into a contractual relationship with Contractor to operate, manage, program and maintain the Amenity Center and to provide other services as described in this Agreement and the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (collectively, the “**Services**”).

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

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

2. ENGAGEMENT OF SERVICES. The District agrees to engage Contractor to provide the Services. This Agreement grants to Contractor a limited, non-exclusive right to enter and use the Amenity Center solely for the purposes and uses described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement including that Contractor will not take a tax position inconsistent with it being a manager and not owner of the Amenity Center.

3. SCOPE OF SERVICES. Contractor shall provide the District with Services for the Amenity Center as described in the Scope of Services attached hereto as **Exhibit A**. Contractor shall, at a minimum, be present at Amenity Center twenty-two (22) hours per week from April 1 to September 30, and a minimum of six (6) to ten (10) hours per week from October 1 to March 31, in accordance with the schedule set forth in **Exhibit A**. Hours shall be tracked daily and reported to the District Manager monthly. To the extent any provisions of **Exhibit A** conflict with the express terms contained herein of this Agreement, the terms of this Agreement shall control.

4. COMPENSATION. As compensation for the Services described in this Agreement, the District agrees to pay Contractor at a rate of **Twenty Dollars and Zero Cents (\$20.00)** per hour, not to exceed **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)** per fiscal year (October 1 - September 30). Contractor shall submit detailed daily timesheets and invoices no less than monthly for District review and approval. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Section 218.70 through 218.80, Florida Statutes. Invoices must be submitted by the 5th of each month for the previous month's services with detailed documentation of hours worked and services performed. Contractor shall provide, upon request, copies of employee timecards documenting the total hours worked and documentation of reimbursable expenses. Failure to do so upon request may result in delayed payment.

5. GENERAL PROVISIONS.

- A.** The Services provided by Contractor shall be as provided for in **Exhibit A** and as set forth in this Agreement. Contractor shall immediately notify the District Manager should it discover any issues or concerns that affect the public's health, safety and welfare and shall immediately address and correct such concerns.
- B.** Costs incurred by Contractor due to extra inspections, emergencies or at the written direction of the District shall be reimbursed to Contractor at direct cost without markup (in no event to exceed \$50/hour), provided such costs are pre-approved in writing by the District Manager except in genuine emergencies where pre-approval is not possible. Any emergency expenditures must be reported to the District Manager within 24 hours and any single emergency expenditure exceeding \$500 requires immediate notification to the District Manager. Such reimbursements shall be paid only in accordance with receipts for such costs provided to the District by Contractor.

- C. Contractor shall promptly respond to any and all emergencies or problems related to the Amenity Center and shall report to the District Manager all known problems related to the Amenity Center.
- D. If the District should desire additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum to this Agreement. Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

6. CARE OF THE PROPERTY. Contractor shall use all due care to protect the property of the District, its Patrons, landowners and authorized guests from damage by Contractor or its employees or agents. Contractor agrees to commence repair of any damage resulting from the Services within twenty-four (24) hours and complete such repairs within a reasonable time not to exceed seven (7) calendar days unless otherwise agreed to in writing by the District Manager. Any such repairs shall be at Contractor's sole expense, unless otherwise agreed, in writing, by the District.

7. COMPLIANCE WITH GOVERNMENTAL REGULATIONS. In providing the Services, Contractor shall use approved and effective chemicals and cleaning agents in strict compliance with state and federal environmental guidelines and shall maintain a chemical log as required pursuant to Florida law, including Department of Health regulations. Further, Contractor shall take any action necessary to promptly comply with any and all orders or requirements affecting the Amenity Center placed thereon by any governmental authority having jurisdiction. However, Contractor shall not take any action under this paragraph if the District is contesting or has affirmed its intention to contest any such order or requirement. Contractor shall promptly and in no event later than twenty-four (24) hours notify the District in writing of all such orders or requirements. Contractor shall maintain all required permits, licenses, and certifications and provide copies to the District upon request.

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

9. TERMINATION. The District shall have the right to terminate this Agreement at any time upon written notice, due to Contractor's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days written notice without cause. Contractor shall have the right to terminate this Agreement upon ninety (90) days written notice to the District stating the specific reason(s) for termination, and shall provide the District sixty (60) days to cure such

reason(s) before the termination becomes effective. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to it at the effective date of termination for the Services performed up to that date, subject to any offsets the District may have against Contractor. Upon termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination. Upon termination of this Agreement, Contractor shall also, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenity Center, the District operations, and such other accountings, papers, and records as the District shall request and are in Contractor's possession or under Contractor's reasonable direct control pertaining to the Amenity Center;
- b. vacate any portion of the Amenity Center then accessed by Contractor as a consequence of this Agreement; and
- c. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of Contractor's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, Contractor shall deliver to the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

10. INSURANCE.

A. Contractor shall maintain throughout the term of this Agreement, at a minimum, the following insurance:

- i. Workers Compensation Insurance in accordance with the laws of the State of Florida.
- ii. General liability insurance with the following limits:

\$2,000,000	<i>General Aggregate</i>
\$1,000,000	<i>Products/Completed Operations</i>
\$1,000,000	<i>Personal & Advertising Injury</i>
\$1,000,000	<i>Each Occurrence</i>
- iii. Comprehensive automobile liability insurance for all vehicles used by the Contractor or General Manager with respect to the operation of the Amenity Center whether non-owned or hired, with a combined single limit of \$1,000,000.
- iv. Employer's Liability Coverage with limits of \$250,000.
- v. Professional Liability Insurance with limits of \$1,000,000 (or other similar insurance coverage, which may be waived in the District's discretion).

- vi. Employment theft dishonesty insurance in the amount of \$500,000 (only required to the extent Contractor is handling District funds, otherwise not necessary).
- vii. Abuse/Molestation coverage in the amount of \$500,000 (only required to the extent Contractor is providing youth programing, otherwise not necessary but preferred – may also provide proof that such coverage is provided under another policy held by Contractor).
- viii. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$2,000,000.

B. Insurance obtained by Contractor shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida with a minimum AM Best rating of A-VII or equivalent rating from a similarly recognized insurance rating agency. The District, its officers, supervisors, staff and employees shall be listed as additional insureds on each such policy, and no policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District. An insurance certificate evidencing compliance with this paragraph shall be sent to the District prior to the commencement of any performance under this Agreement. No policy may be canceled, modified, or allowed to expire during the term of this Agreement without prior written notice to and written approval from the District.

11. INDEMNIFICATION.

- A.** Obligations under this paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, fines, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorneys' fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), and any interest actually incurred. The Contractor's indemnification obligations shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- B.** Contractor will defend, indemnify, and hold harmless the District and its officers, supervisors, staff, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This indemnification obligation applies regardless of whether

such liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments are caused in whole or in part by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or its officers, employees, agents, or subcontractors. This indemnification provision shall apply to any and all acts or omissions by the Contractor and its officers, employees, agents, or subcontractors.

- C. For purposes of this Section, “acts or omissions” on the part of Contractor’s officers, directors, agents, assigns, or employees includes, but is not limited to, the operation and management of the Amenity Center in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenity Center, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly directed Contractor in writing not to obtain such permit, license, certification, consent, or other approval.
- D. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the District shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this Section 11 shall survive the termination or expiration of this Agreement.

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

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

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

15. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the Parties hereto relating to the subject matter of this Agreement.

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

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

18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, including but not limited to entering into contracts, making purchases, incurring any financial obligations, or making any representations or warranties on behalf of the District and Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

A. If to Contractor: Lewis Association Property Management, LLC
7113 Beech Ridge Trail, Suite 2
Tallahassee, Florida 32312
Attn: _____

B. If to the District: Canopy Community Development District
c/o Governmental Management Services, L.L.C.
475 West Town Place, Suite 114
St. Augustine, Florida 32092
Attn: District Manager

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

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days.

Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

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

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

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

23. EFFECTIVE DATE AND TERM. The effective date of this Agreement shall be August 1, 2025. The initial term of this Agreement shall be from commencement through September 30, 2026, unless terminated earlier in accordance with Section 9, above. This Agreement shall automatically renew for additional one (1) year terms, unless written notice is provided by either party at least sixty thirty (30) days prior to the expiration of this Agreement. Any increase in price, change in scope of Services, or other material modification to this Agreement must be approved in writing, executed by both Parties, prior to implementation of same; any change in price without such executed, written agreement shall be null and void.

24. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Sarah Sweeting** (the “**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Services in accordance with applicable Florida law, including but not limited to the District's retention schedules and policies; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of

the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT GOVERNMENTAL MANAGEMENT SERVICES, LLC, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FLORIDA 32092 TELEPHONE: (904)-940-5850, EMAIL: SSWEETING@GMSNF.COM

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

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

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

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

29. E-VERIFY. Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization statute of all newly hired employees and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that Contractor has knowingly violated Section 448.091, Florida Statutes. By entering into this Agreement, Contractor represents that no public employer has terminated a contract with

Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

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

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

CANOPY COMMUNITY DEVELOPMENT

DISTRICT
DocuSigned by:

Jason Ghazvini

172B7269F53E4A8...
Chairperson, Board of Supervisors

**LEWIS ASSOCIATION PROPERTY
MANAGEMENT, LLC**

By: _____
Its: _____

Exhibit A: Amenity Management Scope of Services

Exhibit A:
Amenity Facility Management Scope of Services

The goal of the Board of Supervisors (the “**Board**”) of the Canopy Community Development District (the “**District**”) is to operate and maintain the District’s amenity facilities (the “**Amenity Center**”) for the enjoyment and benefit of its residents and to provide high caliber and efficient customer service. The District expects Lewis Association Property Management, LLC (the “**Contractor**”) to operate and maintain the Amenity Center (the “**Services**”) in accordance with all applicable federal, state and local laws, regulations, permits, and District rules, policies and procedures, including but not limited to health and safety requirements. This document generally describes the Services that the District expects Contractor to provide.

I. Compensation:

- a. As compensation for the Services described in this Agreement, the District agrees to pay Contractor at a rate of **Twenty Dollars and Zero Cents (\$20.00)** per hour, at a total amount not to exceed **Eighteen Thousand Dollars and Zero Cents (\$18,000.00)** per fiscal year (October 1 - September 30) until the Agreement is terminated. Such monthly compensation shall be a line item on District’s annual budget, payable monthly in accordance with the Agreement. Contractor shall submit detailed timesheets and invoices monthly for District review and approval.

II. Staffing:

- a. Contractor shall hire qualified and properly trained staff to monitor and manage the Amenity Center on Fridays, Saturdays, and Sundays. Staff shall be subject to Level 2 background checks pursuant to Chapter 435, Florida Statutes, drug screening, sexual offender/predator screening, and District approval prior to beginning work at the Amenity Center. Contractor shall maintain current records of all such screenings and make them available to the District upon request. Background checks must be completed annually for all staff. All such screening costs shall be borne by Contractor. Staff shall provide professional Services to all members and their guests in accordance with District policies and procedures.
- b. Contractor shall be accessible to Board, District residents, and vendors by website, telephone, text, email, and in person during Contractor’s normal business hours (which shall be defined as 9:00 AM to 5:00 PM Monday through Friday) and scheduled on-site visits. Contractor shall respond to all non-emergency inquiries within 24 hours. Contractor shall maintain a 24/7 emergency contact number and response protocol for any emergencies that occur after hours or during times when Contractor’s office may be closed or when Contractor is otherwise unavailable. Emergency response time shall not exceed 2 hours from the time of initial notification, and Contractor shall maintain appropriate insurance coverage for such emergency response services.

III. Maintenance:

- a. Contractor shall be present at the Amenity Center for up to twenty-two (22) hours per week from April 1 to September 30 and up to ten (10) hours per week from October 1 to March 31. Contractor must be onsite for a minimum of six (6) hours on the following holidays: Memorial Day, 4th of July, and Labor Day.
- b. Contractor's duties while onsite at the Amenity Center shall include, but not be limited to:
 - i. Walk through the Amenity Center clubhouse, fitness center, and pool area to identify maintenance and clean-up items needed;
 - ii. Ensure the Amenity Center restrooms are properly stocked and clean;
 - iii. Dispose of any litter or trash throughout the Amenity Center clubhouse, fitness center, and pool area;
 - iv. Greet residents and Patrons upon arrival and answer any questions they may have to the best of Contractor's ability;
 - v. Observe residents and Patrons utilizing the Amenity Center to identify potential violations of the District's Amenity Policies or other irregular behavior, which Contractor shall report to the District Manager as soon as practicable; and
 - vi. Closing duties, including taking down umbrellas in the pool area, wiping down tables in the pavilion and clubhouse, cleaning surfaces in the fitness center, and other miscellaneous upkeep tasks as required.
- c. Contractor shall be responsible for administering the District's Facility Access Fobs in accordance with the District's Amenity Policies.
- d. For emergency repairs under \$500, Contractor may proceed with verbal approval from the District Manager or Board designee, subject to subsequent written ratification. All maintenance work shall be documented with before and after photos and detailed descriptions of work performed.
- e. All reasonable and pre-approved costs of Services and responsibilities shall be borne at the expense of the District, provided that such costs are within the District's approved budget and Contractor obtains at least three competitive quotes for any single expense exceeding \$1,000. All quotes shall be submitted to the District with a written recommendation from Contractor. The District reserves the right to directly procure any goods or services, subject to approved budgetary limitations. Services shall be performed according to a maintenance schedule approved by the District, with additional services as necessary to maintain the property in good condition and in compliance with all applicable regulations.
- f. District will be responsible for all reasonable and necessary costs associated with the maintenance and upkeep of Amenity Center, provided such costs are supported with proper invoicing and documentation support.

- g. Contractor, subject to prior written approval of District, will purchase any equipment, tools, goods, supplies, and materials reasonably necessary for the operation and maintenance of Amenity Center, provided that any single purchase exceeding \$1,000 or aggregate monthly purchases exceeding \$5,000 shall require prior Board approval. All such purchases shall be documented with receipts and competitive quotes where required by District purchasing policies.

SEVENTH ORDER OF BUSINESS



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

1001 Yamato Road • Suite 301
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 11, 2025

Board of Supervisors
Canopy Community Development District
475 West Town Place, Suite 114
St. Augustine, FL 32092

We are pleased to confirm our understanding of the services we are to provide Canopy Community Development District, City of Tallahassee, Florida ("the District") for the fiscal year ended September 30, 2025. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Canopy Community Development District as of and for the fiscal year ended September 30, 2025. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2025 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by

law for the duration of the contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-NF LLC, 475 WEST TOWN PLACE, SUITE 114, ST. AUGUSTINE, FL 32092
TELEPHONE: 904-940-5850**

Our fee for these services will not exceed \$4,700 for the September 30, 2025 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

The District may terminate this agreement, with or without consent, upon thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the date of the notice of termination subject to any offsets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Canopy Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

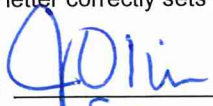
Grau & Associates

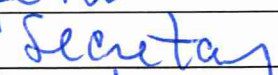


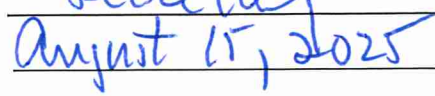
Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Canopy Community Development District.

By: 

Title: 

Date: 



FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

**Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809**

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

EIGHTH ORDER OF BUSINESS

C.

District
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD-related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

Objective: Field Manager and/or District Manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Manager visits were successfully completed per management agreement as evidenced by Field Manager and/or District Manager's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within District Management services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes ☐ No ☐

Goal 3.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____

Date:_____

Print Name:_____

_____ District

District Manager:_____

Date:_____

Print Name:_____

_____ District