

***Seminole Palms
Community Development District***

Agenda

July 17, 2026

AGENDA

Seminole Palms

Community Development District

Meeting Agenda

Friday
July 17, 2026
12:30 PM

Hilton Garden Inn Palm Coast/Town Center
55 Town Center Blvd.
Palm Coast, Florida

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Approval of June 19, 2026 Meeting Minutes
4. New Business Items
 - A. Presentation of Fiscal Year 2025 Financial Audit
 - B. Consideration of Fiscal Year 2026 Deficit Funding Agreement
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager
 - i. Field Manager Packet
 - ii. Presentation of Bi-Annual and Quarterly Preventative Maintenance Proposal with Gym-Works and Life Fitness
 - iii. Presentation of HVAC Preventive Maintenance Agreement Proposal with Sunshine State Heating and Air Conditioning
 - iv. Ratification of Agreement for Pool Maintenance Services with PoolSure
 - D. District Manager's Report
 - i. Approval of Check Registers
 - ii. Balance Sheet and Income Statement
 - iii. Review of Revised Amenity Rules of Procedure
 - iv. Approval of Fiscal Year 2027 Meeting Schedule
 - v. Reminder of Form 1 Filing Requirement Deadline
6. Other Business
7. Supervisor's Requests
8. Next Meeting Date – August 21, 2026
9. Adjournment

MINUTES

**MINUTES OF MEETING
SEMINOLE PALMS
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Seminole Palms Community Development District was held Friday, **June 19, 2026**, at 12:45 p.m. at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida.

Present and constituting a quorum:

Bill Fife
Haley Kiernan
Eric Morisette
Charlie Faulkner *by phone*

Chairman
Vice Chairperson
Assistant Secretary
Assistant Secretary

Also present were:

Jeremy LeBrun
Ashley Ligas *by phone*
Jere Earlywine *by phone*
Rich Gray
Daniel Harvey

District Manager, GMS
District Counsel
District Counsel
Field, GMS
GMS

FIRST ORDER OF BUSINESS

Roll Call

Mr. LeBrun called the meeting to order and called roll. Four Supervisors were present constituting a quorum. Three in person and one by phone.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. LeBrun opened the public comment period. Residents provided comments regarding the proposed amenity rules and fee schedule. Several residents expressed concern over the proposed rental fees for the amenity center, questioning the hourly fee structure, security deposit, and the need to pay additional rental fees while already funding the facilities through assessments. Residents also requested clarification regarding how rental revenues would be utilized, suggested exploring alternative rental durations and fee structures, and encouraged the

Board to consider community outreach programs and possible fee waivers for educational or community events.

Additional comments included requests for clearer policies regarding the use of District amenities by non-residents, suggestions for improving communication and responsiveness from District staff, concerns about visibility into the fitness center from outside the building, and recommendations for additional amenities such as bicycle racks, outdoor clocks, and improved Wi-Fi service at the amenity center.

Several residents commented on the scheduling of Board meetings, suggesting meetings be held during evening hours to encourage greater resident participation, and expressed appreciation for the opportunity to provide input as the amenity policies are being developed.

Board members and staff thanked the residents for their comments, noted that the proposed rules and fees remain under review, clarified that many comments would be considered during the rulemaking process, and stated that the suggestions received would be evaluated as the Board continues refining the amenity policies.

THIRD ORDER OF BUSINESS

Approval of Minutes

A. May 15, 2026, Board of Supervisors Meeting

Mr. LeBrun presented the May 15, 2026, meeting minutes. With no comments, corrections or changes requested, a motion was made to approve the minutes.

On MOTION by Mr. Fife, seconded by Ms. Kiernan, with all in favor, the Minutes of the May 15, 2026, Meeting, were approved.

B. May 15, 2026, Audit Committee Meeting

Mr. LeBrun presented the May 15, 2026, Audit Committee meeting minutes. With no comments, corrections or changes requested, a motion was made to approve the minutes.

On MOTION by Mr. Fife, seconded by Mr. Morissette, with all in favor, the Minutes of the May 15, 2026, Audit Committee Meeting, were approved.

FOURTH ORDER OF BUSINESS

New Business Items

A. Consideration of Resolution 2026-08 Designating the Date, Time and Location of Public Hearing to Adopt Amenity Policies and Rates

Mr. LeBrun presented Resolution 2026-08, setting date, time, and location of public hearing. The Board and staff discussed comments received from residents regarding several provisions of the proposed rules. Topics included meeting schedules, fee waivers for community organizations, clarification of the firearms provision, security concerns, proposed annual fee adjustments, future assessment increases, and nonresident access to District amenities.

Staff explained that daytime meeting schedules are common while communities remain developer-controlled and noted that meeting times may be considered as the District transitions to greater resident representation. Counsel also reviewed proposed revisions to the rules, including provisions for community event fee waivers, insurance requirements for nonprofit organizations, and additional clarification of certain rule language before final adoption.

Mr. LeBrun reviewed a written resident submission expressing concerns regarding the proposed annual fee adjustment provision, anticipated FY2027 assessments, and nonresident use of the amenity facilities. Staff explained that the proposed annual adjustment language was intended to provide flexibility while avoiding the expense and administrative burden of repeated rulemaking for minor adjustments, noting that any future fee changes would still require Board approval. The Board also discussed the potential impact of insurance costs on future operating expenses and the rationale for maintaining flexibility within the fee structure.

Following discussion and consideration of the public comments, the Board directed that revisions discussed during the hearing be incorporated into the proposed rules before adoption.

On MOTION by Mr. Fife, seconded by Mr. Morisette, with all in favor, Resolution 2026-08 Designating the Date, Time and Location of Public Hearing to Adopt Amenity Policies and Rates as Amended on August 21, 2026, was approved.
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B. Ratification of Series 2024 Requisition No. 2024-26

Mr. LeBrun presented ratification of Series 2024 Requisition No. 2024-26 and ask for a motion to approve.

On MOTION by Mr. Fife, seconded by Mr. Morisette, with all in favor, Series 2024 Requisition No. 2024-26, was ratified.

FIFTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Ligas reported that she had no further business to discuss.

B. Engineer

There being no comments, the next item followed.

C. Field Manager

i. Field Manager Packet

Mr. Gray provided an update on several operational and maintenance items throughout the District. He reported that efforts are underway to install additional amenities, including bike racks and pool clocks, and requested clarification regarding the purchasing authority for routine items between Board meetings. The Board discussed maintaining a spending threshold that would allow Mr. Gray to approve routine expenditures without formal Board action while confirming the applicable authorization limits.

Mr. Gray reported that staff is working with the internet provider to establish a separate guest Wi-Fi network for the amenity center. Once completed, guest Wi-Fi information will be posted throughout the facility and shared with residents through District communications.

Landscape maintenance activities continue to progress as scheduled. Mr. Gray reported that a walkthrough of the property was completed with the landscape contractor, fertilization has begun, and crews are focusing on cleaning common areas and entrances. The Board authorized Mr. Gray to proceed with routine landscape replacements, such as dead plant material, within his approved spending authority, while continuing to notify the Board of larger or non-routine items.

An update was also provided on pond maintenance. Mr. Gray reported that the pond maintenance contractor continues routine treatments and inspections, noting that treatments require time to become effective due to environmental regulations limiting chemical applications. He also advised that irrigation system inspections identified several sprinkler issues, many of which were adjustments rather than equipment failures. Additional inspections and repairs are scheduled to continue throughout the community.

Mr. Gray further advised that he is researching the potential use of mosquito-control fish and other mosquito management resources available through local government agencies, including

the possibility of obtaining services at no cost. Residents were also encouraged to contact the East Flagler County Mosquito Control District regarding mosquito-related concerns.

The report concluded with updates that gate access systems continue to operate well with only minor technical issues, and no significant operational concerns were reported at the amenity facilities.

D. District Manager's Report

i. Approval of Check Registers

Mr. LeBrun reviewed the check register covering April 1 through May 31, 2026, with total transactions of \$131,884.09. With no questions from the Board, a motion was made and seconded and unanimously approved to approve the check register.

On MOTION by Mr. Fife, seconded by Mr. Morisette, with all in favor, the Check Register, was approved.

ii. Balance Sheet and Income Statement

Mr. LeBrun presented the balance sheet and income statement. The unaudited financials are presented through May 31, 2026, noting that no Board action was required. He informed the Board that, after assuming management of the District, it was determined that the current fiscal year's Amenity Center budget was insufficient. He advised that a deficit funding agreement with the developer would be necessary and that preparations are in place to address the matter during the next fiscal year.

iii. Reminder of Form 1 Filing Requirement Deadline

Mr. LeBrun reminded Board members of the requirement to complete and electronically file their annual Form 1 Statement of Financial Filing Requirement, noting that the filing process is straightforward and that reminder emails had already been distributed.

SIXTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

SEVENTH ORDER OF BUSINESS

Supervisor's Requests

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Next Meeting Date – July 17, 2026

Mr. LeBrun reminded the Board of the next regular meeting scheduled July 17, 2026.

NINTH ORDER OF BUSINESS

Adjournment

Mr. LeBrun asked for a motion to adjourn.

On MOTION by Mr. Fife, seconded by Mr. Morisette all in favor, the meeting was adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

FINANCIAL STATEMENTS

September 30, 2025

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
September 30, 2025

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INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors
Seminole Palms Community Development District
City of Palm Coast, Florida

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Seminole Palms Community Development District, City of Palm Coast, Florida ("District") as of and for the year ended September 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

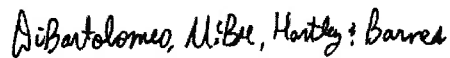
Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about 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 do 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.

Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated June 29, 2026, on our consideration of the Seminole Palms Community Development District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

Report on Other Legal and Regulatory Requirements

We have also issued our report dated June 29, 2026 on our consideration of the District's compliance with requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation Standards established by the American Institute of Certified Public Accountants.



DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
June 29, 2026

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

Our discussion and analysis of Seminole Palms Community Development District, City of Palm Coast, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2025. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position balance of \$16,255,389.
- The change in the District's total net position in comparison with the prior fiscal year was \$2,133,543, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2025, the District's governmental funds reported combined ending fund balances of \$11,064,833. The general fund balance is unassigned which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis is intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2025

The government-wide financial statements include all governmental activities that are principally supported by developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance and operations.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains one individual governmental fund for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund. All funds are major funds. The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2025

GOVERNMENT WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, assets exceeded liabilities at the close of the most recent fiscal year. A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure). These assets are used to provide services to residents; consequently, these assets are not available for future spending. The balance of unrestricted net position may be used to meet the District's obligations.

Key components of net position were as follows:

Statement of Net Position

	2025	2024
Current assets	\$ 11,234,131	\$ 19,840,004
Capital assets	30,063,179	20,590,087
Total assets	<u>41,297,310</u>	<u>40,430,091</u>
Current liabilities	1,086,418	963,243
Long-term liabilities	23,955,503	25,345,002
Total liabilities	<u>25,041,921</u>	<u>26,308,245</u>
Net position		
Net invested in capital assets	5,602,249	(5,565,635)
Restricted for debt service	2,139,030	2,685,560
Restricted for capital projects	8,430,631	16,993,821
Unrestricted	83,479	8,100
Total net position	<u>\$ 16,255,389</u>	<u>\$ 14,121,846</u>

The District's net position increased during the most recent fiscal year. The majority of the change represents the degree to which program revenues exceeded the ongoing cost of operations.

Key elements of the District's change in net position are reflected in the following table:

Change in Net Position

	2025	2024
Program revenues	\$ 3,762,635	\$ 13,907,029
General revenues	6,414	38,569
Total revenues	<u>3,769,049</u>	<u>13,945,598</u>
Expenses		
General government	250,062	96,535
Maintenance and operations	1,388	10,365
Interest on long-term debt	1,384,056	322,094
Cost of issuance	-	581,287
Total expenses	<u>1,635,506</u>	<u>1,010,281</u>
Change in net position	2,133,543	12,935,317
Net position - beginning of year	<u>14,121,846</u>	<u>1,186,529</u>
Net position - end of year	<u>\$ 16,255,389</u>	<u>\$ 14,121,846</u>

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

MANAGEMENT'S DISCUSSION AND ANALYSIS

September 30, 2025

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2025 was \$1,635,506, which consisted of interest and costs associated with general expenditures and constructing and maintaining certain capital improvements of the District. The costs of the District's activities were funded by developer contributions and assessments.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2025.

The variance between budgeted and actual general fund revenues is significant. The actual general fund expenditures for the current fiscal year were higher than budgeted amounts due primarily to costs which were higher than anticipated.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2025, the District had \$30,063,179 invested in capital assets and construction in process. Construction in process has not been completed as of September 30, 2025 and therefore is not depreciated to date. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2025, the District had \$24,330,503 Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the accompanying notes to the financial statements.

ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION

For the fiscal year 2026, the District anticipates that the cost of general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget, an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
MANAGEMENT'S DISCUSSION AND ANALYSIS
September 30, 2025

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Seminole Palms Community Development District's Finance Department at 219 E. Livingston Street, Orlando, FL 32801.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF NET POSITION
September 30, 2025

	<u>GOVERNMENTAL ACTIVITIES</u>
ASSETS	
Cash and cash equivalents	\$ 72,188
Investments	11,111,907
Accounts receivable	100
Due from developer	49,936
Capital assets:	
Non-depreciable	<u>30,063,179</u>
TOTAL ASSETS	<u><u>\$ 41,297,310</u></u>
LIABILITIES	
Accounts payable	\$ 38,871
Accrued interest payable	542,120
Retainage payable	130,427
Bonds payable, due within one year	375,000
Bonds payable, due in more than one year	<u>23,955,503</u>
TOTAL LIABILITIES	<u>25,041,921</u>
NET POSITION	
Net investment in capital assets	5,602,249
Restricted for:	
Debt service	2,139,030
Capital projects	8,430,631
Unrestricted	<u>83,479</u>
TOTAL NET POSITION	<u><u>\$ 16,255,389</u></u>

The accompanying notes are an integral part of this financial statement

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF ACTIVITIES
Year Ended September 30, 2025

Functions/Programs	Expenses	Program Revenues			Net (Expense)
		Charges for	Operating	Capital	Revenues and
		Services	Grants and	Grants and	Changes in Net
			Contributions	Contributions	Position
					Governmental
					Activities
Governmental activities					
General government	\$ 250,062	\$ -	\$ 256,314	\$ -	\$ 6,252
Maintenance and operations	1,388	64,101	-	1,201,759	1,264,472
Interest on long-term debt	1,384,056	2,139,681	100,780	-	856,405
Total governmental activities	<u>\$ 1,635,506</u>	<u>\$ 2,203,782</u>	<u>\$ 357,094</u>	<u>\$ 1,201,759</u>	<u>2,127,129</u>
General revenues:					
Miscellaneous income					6,414
Total general revenues					<u>6,414</u>
Change in net position					<u>2,133,543</u>
Net position - October 1, 2024					<u>14,121,846</u>
Net position - September 30, 2025					<u>\$ 16,255,389</u>

The accompanying notes are an integral part of this financial statement

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET – GOVERNMENTAL FUNDS
September 30, 2025

	MAJOR FUNDS			TOTAL
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	GOVERNMENTAL FUNDS
<u>ASSETS</u>				
Cash and cash equivalents	\$ 72,188	\$ -	\$ -	\$ 72,188
Investments	-	2,681,276	8,430,631	11,111,907
Accounts receivable	100	-	-	100
Due from developer	49,936	-	-	49,936
TOTAL ASSETS	<u>\$ 122,224</u>	<u>\$ 2,681,276</u>	<u>\$ 8,430,631</u>	<u>\$ 11,234,131</u>
<u>LIABILITIES AND FUND BALANCES</u>				
LIABILITIES				
Accounts payable	\$ 38,745	\$ 126	\$ -	\$ 38,871
Retainage payable	-	-	130,427	130,427
TOTAL LIABILITIES	<u>38,745</u>	<u>126</u>	<u>130,427</u>	<u>169,298</u>
FUND BALANCES				
Restricted for:				
Debt service	-	2,681,150	-	2,681,150
Capital projects	-	-	8,300,204	8,300,204
Unassigned	83,479	-	-	83,479
TOTAL FUND BALANCES	<u>83,479</u>	<u>2,681,150</u>	<u>8,300,204</u>	<u>11,064,833</u>
TOTAL LIABILITIES AND FUND BALANCES	<u>\$ 122,224</u>	<u>\$ 2,681,276</u>	<u>\$ 8,430,631</u>	<u>\$ 11,234,131</u>

The accompanying notes are an integral part of this financial statement

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES
TO NET POSITION OF GOVERNMENTAL ACTIVITIES
September 30, 2025

Total Governmental Fund Balances in the Balance Sheet	\$ 11,064,833
Amount reported for governmental activities in the Statement of Net Assets are different because:	
Capital asset used in governmental activities are not financial resources and therefore are not reported in the governmental funds:	
Governmental capital assets	30,063,179
Certain liabilities are not due and payable in the current period and therefore are not reported in the funds:	
Accrued interest payable	(542,120)
Original issue discount	49,497
Governmental bonds payable	(24,380,000)
Net Position of Governmental Activities	<u><u>\$ 16,255,389</u></u>

The accompanying notes are an integral part of this financial statement

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES – GOVERNMENTAL FUNDS
Year Ended September 30, 2025

	MAJOR FUNDS			TOTAL GOVERNMENTAL FUNDS
	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	
REVENUES				
Developer contributions	\$ 256,314	\$ -	\$ 683,905	\$ 940,219
Assessments	64,101	2,139,681	-	2,203,782
Miscellaneous revenue	6,414	-	-	6,414
Investment earnings	-	100,780	517,854	618,634
TOTAL REVENUES	326,829	2,240,461	1,201,759	3,769,049
EXPENDITURES				
General government	250,062	-	-	250,062
Maintenance and operations	1,388	-	-	1,388
Capital outlay	-	-	9,473,092	9,473,092
Debt				
Principal	-	1,105,000	-	1,105,000
Interest expense	-	977,922	-	977,922
TOTAL EXPENDITURES	251,450	2,082,922	9,473,092	11,807,464
EXCESS REVENUES OVER (UNDER) EXPENDITURES	75,379	157,539	(8,271,333)	(8,038,415)
OTHER SOURCES (USES)				
Transfers in (out)	-	(46,925)	46,925	-
TOTAL OTHER SOURCES (USES)	-	(46,925)	46,925	-
EXCESS REVENUES OVER (UNDER) EXPENDITURES AND OTHER SOURCES (USES)	75,379	110,614	(8,224,408)	(8,038,415)
FUND BALANCE				
Beginning of year	8,100	2,570,536	16,524,612	19,103,248
End of year	<u>\$ 83,479</u>	<u>\$ 2,681,150</u>	<u>\$ 8,300,204</u>	<u>\$ 11,064,833</u>

The accompanying notes are an integral part of this financial statement

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
Year Ended September 30, 2025

Net Change in Fund Balances - Total Governmental Funds	\$ (8,038,415)
Amount reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the costs of those assets are depreciated over their estimated useful lives:	
Capital outlay	9,473,092
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the Statement of Net Position and are eliminated in the Statement of Activities:	
Payments on long-term debt	1,105,000
Certain items reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported expenditures in the governmental funds:	
Change in accrued interest payable	(405,633)
Provision for amortization of bond discount	(501)
Change in Net Position of Governmental Activities	<u><u>\$ 2,133,543</u></u>

The accompanying notes are an integral part of this financial statement

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE A- NATURE OF ORGANIZATION AND REPORTING ENTITY

Seminole Palms Community Development District ("District") was created on January 4, 2022 by the City Council of City of Palm Coast, Florida pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The majority of the Board members are affiliated with the Developer. The Supervisors are elected on an at large basis by landowners within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for, among other things:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing Improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (continued)

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other Items not included among program revenues are reported instead as general revenues.

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations are billed and collected by the County Tax Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)

Assessments (continued)

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest of long-term debt.

Capital Projects Fund

The capital projects fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure with the District.

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to contractual restrictions.

Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Capital Assets (continued)

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets, Liabilities and Net Position or Equity (continued)

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

Committed fund balance - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance - Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board can assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE C - BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE D – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances, including certificates of deposit, were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

Investments

The District's investments were held as follows at September 30, 2025:

<u>Investment</u>	<u>Fair Value</u>	<u>Credit Risk</u>	<u>Maturities</u>
Fidelity Investments Money Market Funds - Government Portfolio	\$ 11,111,907	S&P AAAM	Weighted average of the fund portfolio: 36 days
Total Investments	<u>\$ 11,111,907</u>		

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE D – DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. The investments listed in the schedule above are not evidenced by securities that exist in physical or book entry form.

Credit risk - For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk - The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk - The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Fair Value Measurement - When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE D – DEPOSITS AND INVESTMENTS (CONTINUED)

Investments (continued)

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE E – INTERFUND TRANSFERS

Interfund transfers for the fiscal year ended September 30, 2025 were as follows:

<u>Fund</u>	<u>Transfer In</u>	<u>Transfer Out</u>
Debt service	\$ -	\$ 46,925
Capital projects	46,925	-
Total	<u>\$ 46,925</u>	<u>\$ 46,925</u>

Transfers are used to move revenues and other financing sources from the fund where the collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made at the request of the Board.

NOTE F - CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2025 was as follows:

	<u>Balance 10/01/2024</u>	<u>Increases</u>	<u>Decreases</u>	<u>Balance 09/30/2025</u>
Governmental activities:				
Capital assets, not being depreciated:				
Construction in progress	<u>\$ 20,590,087</u>	<u>\$ 9,473,092</u>	<u>\$ -</u>	<u>\$ 30,063,179</u>
Total capital assets, not being depreciated	<u>20,590,087</u>	<u>9,473,092</u>	<u>-</u>	<u>30,063,179</u>
Governmental activities capital assets - net	<u>\$ 20,590,087</u>	<u>\$ 9,473,092</u>	<u>\$ -</u>	<u>\$ 30,063,179</u>

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$49,956,447. The infrastructure will include roadways, water management control, sewer and wastewater management, water supply, landscaping and hardscaping, undergrounding of electrical power and certain offsite improvements. A portion of the project costs are expected to be financed with proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE G – LONG-TERM LIABILITIES

\$6,020,000 Special Assessment Bonds, Series 2023 (2023 Project Area) – On June 29, 2023, the District issued \$6,020,000 in Special Assessment Bonds, Series 2023 (2023 Project Area). The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable May 2053. The Bonds bear interest ranging from 4.75 % to 5.7% payable semi-annually on the first day of each May and November. Principal is due serially each May 1, commencing May 2024.

\$19,550,000 Special Assessment Bonds, Series 2024 (Area Assessment Two) – On September 3, 2024, the District issued \$19,550,000 in Special Assessment Bonds, Series 2024 (Area Assessment Two). The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable May 2055. The Bonds bear interest ranging from 4.45 % to 5.5% payable semi-annually on the first day of each May and November. Principal is due serially each May 1, commencing May 2026.

The Series 2023 and 2024 Bonds are subject to redemption at the option of the District prior to maturity. The Series 2023 and 2024 Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agreed to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The requirements have been met for the fiscal year ended September 30, 2025.

The following is a summary of activity in the long-term debt of the District for the year ended September 30, 2025:

	Balance 10/01/2024	Additions	Deletions	Balance 09/30/2025	Due Within One Year
Special Assessment Bonds, Series 2023	\$ 5,935,000	\$ -	\$ 600,000	\$ 5,335,000	\$ 90,000
Special Assessment Bonds, Series 2024	19,550,000	-	505,000	19,045,000	285,000
	25,485,000	-	1,105,000	24,380,000	375,000
Unamortized bond discount	(49,998)	-	(501)	(49,497)	-
	<u>\$ 25,435,002</u>	<u>\$ -</u>	<u>\$ 1,104,499</u>	<u>\$ 24,330,503</u>	<u>\$ 375,000</u>

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO FINANCIAL STATEMENTS
September 30, 2025

NOTE G – LONG-TERM LIABILITIES (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2025 are as follows:

September 30,	Principal	Interest	Total
2026	\$ 375,000	\$ 1,303,923	\$ 1,678,923
2027	375,000	1,286,965	1,661,965
2028	390,000	1,270,023	1,660,023
2029	405,000	1,252,398	1,657,398
2030	425,000	1,234,105	1,659,105
2031-2035	2,525,000	5,832,938	8,357,938
2036-2040	3,295,000	5,092,750	8,387,750
2041-2045	4,290,000	4,124,850	8,414,850
2046-2050	5,655,000	2,813,200	8,468,200
2051-2055	6,645,000	1,078,978	7,723,978
	<u>\$ 24,380,000</u>	<u>\$ 25,290,130</u>	<u>\$ 49,670,130</u>

NOTE H – DEVELOPER TRANSACTIONS

During the current fiscal year, the Developer contributions to the general fund were \$256,314, which includes a receivable of \$49,936, and to the capital projects fund were \$683,905.

The Developer owns a portion of land within the District; therefore, assessment revenues in the debt service funds include the assessments levied on those lots owned by the Developer.

NOTE I - MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTE J - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. Settled claims from these risks have not exceeded commercial insurance coverage over the past three years.

NOTE K – CONCENTRATION

The Districts activity is dependent upon the continued involvement of the Developer, the loss of which could have a material adverse effect on the District operations.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
BUDGET AND ACTUAL – GENERAL FUND
Year Ended September 30, 2025

	<u>* BUDGET</u>	<u>ACTUAL</u>	<u>VARIANCE WITH FINAL BUDGET POSITIVE (NEGATIVE)</u>
REVENUES			
Developer contributions	\$ 231,940	\$ 256,314	\$ 24,374
Assessments	-	64,101	64,101
Miscellaneous revenue	-	6,414	6,414
TOTAL REVENUES	<u>231,940</u>	<u>326,829</u>	<u>94,889</u>
EXPENDITURES			
Current			
General government	119,590	250,062	(130,472)
Maintenance and operations	<u>112,350</u>	<u>1,388</u>	<u>110,962</u>
TOTAL EXPENDITURES	<u>231,940</u>	<u>251,450</u>	<u>(19,510)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>\$ -</u>	75,379	<u>\$ 75,379</u>
FUND BALANCES			
Beginning of year		<u>8,100</u>	
End of year		<u>\$ 83,479</u>	

* Original and final budget.

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures exceeded appropriations covered by greater revenues than anticipated for the fiscal year ended September 30, 2025.

The variance between budgeted and actual general fund revenues is significant. The actual general fund expenditures for the current fiscal year were higher than budgeted amounts due primarily to costs which were higher than anticipated.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING
STANDARDS*

To the Board of Directors
Seminole Palms Community Development District
City of Palm Coast, Florida

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Seminole Palms Community Development District, as of September 30, 2025 and for the year ended September 30, 2025, which collectively comprise the Seminole Palms Community Development District's basic financial statements and have issued our report thereon dated June 29, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
June 29, 2026

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF
SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE
AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Directors
Seminole Palms Community Development District
City of Palm Coast, Florida

We have examined Seminole Palms Community Development District, City of Palm Coast, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2025. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2025.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Seminole Palms Community Development District, City of Palm Coast, Florida and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee Hartley & Barnes, P.A.
Fort Pierce, Florida
June 29, 2026

Management Letter

To the Board of Supervisors
Seminole Palms Community Development District
City of Palm Coast, Florida

Report on the Financial Statements

We have audited the financial statements of the Seminole Palms Community Development District ("District") as of and for the fiscal year ended September 30, 2025, and have issued our report thereon dated June 29, 2026.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 29, 2026, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the District did not authorize a PACE program pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the District's geographical boundaries during the fiscal year under audit.

Specific Information

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Seminole Palms Community Development District reported:

- a. The total number of District employees compensated in the last pay period of the District's fiscal year as 0.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the District's fiscal year as 4.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as \$600.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$213,940.
- e. The District does not have any construction projects with a total cost of at least \$65,000 that are scheduled to begin on or after October 1 of the fiscal year being reported.
- f. The District did not amend its final adopted budget under Section 189.016(6), Florida Statutes.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Seminole Palms Community Development District reported:

- a. The rates of non-ad valorem special assessments imposed by the District ranging from \$248 to \$1,960.
- b. The total amount of special assessments collected by or on behalf of the District as \$2,203,782.
- c. The total amount of outstanding bonds issued by the District as \$24,380,000.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, McBee, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A.
Fort Pierce, Florida
June 29, 2026

Communication with Those Charged with Governance

Seminole Palms Community Development District

We have audited the financial statements of Seminole Palms Community Development District, for the year ended September 30, 2025, and have issued our report thereon dated June 29, 2026. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and, and *Government Auditing Standards* as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our meeting about planning matters. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings*Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Seminole Palms Community Development District are described in Note A to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2025. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the Seminole Palms Community Development District's financial statements were:

Management's estimate of depreciation is based on accounting practices of the District.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of debt.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. Management has corrected all material misstatements, if applicable. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to the financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated June 29, 2026.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

This information is intended solely for the use of those charged with financial oversight and management of Seminole Palms Community Development District and is not intended to be and should not be used by anyone other than these specified parties.

Very truly yours,



DiBartolomeo, McBee, Hartley and Barnes, P.A.
Fort Pierce, Florida
June 29, 2026

SECTION B

FISCAL YEAR 2026 DEFICIT FUNDING AGREEMENT

This Agreement ("Agreement") is made and entered into this ____ day of July 2026, by and between:

Seminole Palms Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler County, Florida ("**District**"), and

CRE-KL SEMINOLE WOODS OWNER, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Developer**").

Recitals

WHEREAS, the District was established by ordinance of Flagler County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the Board of Supervisors ("**Board**") of the District has adopted the District's operations and maintenance budget ("**O&M Budget**") for the fiscal year ending September 30, 2026 ("**FY 2026**") in the amount of \$_____ and is levying special assessments ("**O&M Assessments**") in the amount of \$_____ within the District to fund a portion of the O&M Budget; and

WHEREAS, in connection with the adoption of the O&M Budget and the levy of the O&M Assessments, the Developer has agreed to fund the difference, on an as-needed basis between the amount levied and the amount of the actual O&M Budget ("**O&M Deficit**"); and

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 parties agree as follows:

1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

2. FUNDING OBLIGATION. The Developer agrees to make available to the District any monies necessary to fund the any O&M Deficit for FY 2026, within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account and used to fund the actual administrative and operations expenses of the District's O&M Budget.

The Developer agrees to fund any O&M Deficit for actual expenses of the District and up to the total amount of the O&M Budget; provided, however, that the Developer shall not be responsible for any O&M Deficit resulting from amendments to the O&M Budget, unless the Developer approves of such amendments. The Developer's payment of funds pursuant to this Agreement in no way affects Developer's obligation to pay O&M Assessments levied on lands it owns within the District.

3. AMENDMENT. This instrument shall constitute the final and complete expression of the 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 of the parties hereto.

4. AUTHORITY. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

5. ASSIGNMENT. This Agreement may not be assigned, in whole or in part, by either party except upon the written consent of the other. Any purported assignment without such consent shall be void.

6. DEFAULT. A default by either party under this Agreement shall entitle the other 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.

7. ATTORNEY'S FEES. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

8. BENEFICIARIES. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. 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 provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

9. APPLICABLE LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any action under this Agreement shall be in a state circuit court of competent jurisdiction in and for Flagler County, Florida.

10. 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 the doubtful language will not be interpreted or construed against any party.

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

Attest:

**SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____
Its: _____

CRE-KL SEMINOLE WOODS OWNER, LLC

Witness

By: _____
Its: _____

EXHIBIT A: O&M Budget with Assessment Schedule

EXHIBIT A

O&M Budget with Assessment Schedule

SECTION V

SECTION C

SECTION 1

Seminole Palms

07/17/2026

Community Development District

Amenity & Field Operations Management Report



Rich Gray

FIELD OPERATIONS MANAGER

GOVERNMENTAL MANAGEMENT SERVICES

Seminole Palms
Community Development District

Amenity & Field Operations Management Report
July 17th, 2026

To: Seminole Palms CDD Board of Supervisors

RE: Seminole Palms Field Operations & Amenity Management Report – July 17th, 2026

The following is a review of the field operations, maintenance, and amenities management items at Seminole Palms.



Community Information & Events

**Need Resident
Key Fob?**



GMS

**Report an Issue
to Management**



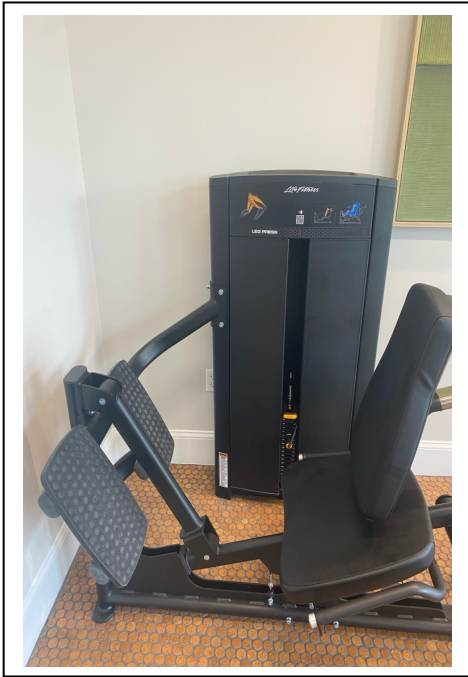
GMS

- GMS distributed key fobs to 20 households (2 fobs each) from 6/12/26-7/10/26
- 1 Rental booked – 8/22/26, 1 additional rental inquiry
- Welcome to Seminole Palms CDD email blast was sent out 7/2/26 with policy reminders, Non-Resident User fee information, rental procedures and community contact information
- Residents are utilizing QR codes to report gym equipment issues, AC issues and behavioral concerns
- Resident requests for yoga and aqua Zumba classes

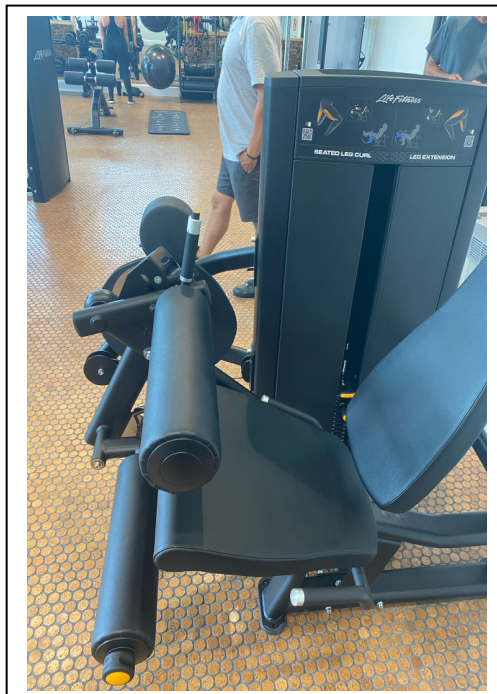
Completed Projects

- Life Fitness completed the inspection of the gym equipment, found some minor issues, and adjusted them on-site. There is (1) part awaiting arrival for replacement; the estimated time for replacement is (2-3) weeks. Life Fitness will advise staff when it arrives and will also complete the Installation.
- GMS completed the installation of Thermostat covers in the Gym and Social Room and adjusted the door closers in the GYM for improved operation.
- GMS completed the clean-up of all ponds on the property and will continue with weekly checks, removing any debris we can reach from the shoreline.
- Above All Air completed PM maintenance on the HVAC systems and found that the filters needed cleaning and the drain lines were clogged. After repairs were completed, all systems seem to be functioning as they should. Staff will continue to monitor and report any issues immediately. Currently, staff is working on setting up a Preventive maintenance program for the HVAC units.
- Yellowstone completed the necessary irrigation repairs identified during the Irrigation wet check. Systems were tested after repairs, and it was reported that everything was operating as it should. They are currently working on proposals for additional items needing attention at the Amenity Center.
- *Photos of completed tasks are listed on the following page. Any questions about this report should be directed to the on-site staff.

Completed Projects



- Life Fitness came out and inspected all equipment for issues and found some minor issues that needed adjustment with the Seated Leg Curl, Pulldown Machine, and the Leg Extension machine. There is still an additional part that needs replaced on the Leg Extension machine- Part is on order. Life Fitness will install once it arrives (2-3) weeks.



Completed Projects



- GMS installed thermostat covers in the Gym and Social room
- GMS cleared all the rocks and debris from the chemical holding tank area for proper pool chemical delivery from Poolsure. First delivery completed 7/9/26.
- Outdoor TV remotes were secured to the back of the TVs with velcro tape



Pending Projects

- Frosted Door replacements in Gym bathrooms - Awaiting arrival from the contractor
- Baby changing table- Still about 2-3 weeks out on replacement – Awaiting arrival from contractor.
- Outdoor Clocks for Pool Deck- Awaiting arrival from shipping, Staff will install when they arrive. Installation set for the week of the 17th.
- Set pin for Leg Extension Machine- Awaiting part from the vendor; the vendor will advise when the part comes in and install. ETA was 2-4 weeks for delivery of the part.
- Internet Issues- Working with the contractor to correct the remaining issues that are present with the Wi-Fi. Additional Ethernet cabling will need to be run to enable the WIFI signal to broadcast throughout the building and surrounding areas.
- Working with Yellowstone to correct the recent storm damage to selected plants at the Amenity Center, getting proposals for sod installation between Citation and the Amenity Center Parking lot and around the green transformer box. Also watching (1) Palm that is slowly declining at the Amenity Pool Deck that was noted on the original turnover walk-through.

Conclusion

For any questions or comments regarding the above information, contact the Amenity Manager at seminolepalmsmanager@gmsnf.com



SECTION 2



Gym-Worx LLC
10340 Florida Blvd
Walker LA 70785
Phone: 225-389-6099

Estimate

7/6/2026

Q65119PM

DUE ON RECEIPT

Customer

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Service Location

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Description	Qty.	price	Amount
*** Bi-Annual Preventative Maintenance *** ***Preventative Maintenance Programs are the best way to get the most out of your equipment investment. Routine maintenance can identify potential failures before they occur, eliminating unscheduled service calls and equipment down-time.*** This includes: Inspection of each unit for proper functionality to ensure that everything is in accordance with the manufacturer specifications, detailing the internal components of all treadmills, belt conditioning and proper lubrication will be applied where needed. In addition to the above services we will also provide you with a diagnostic report on everything that is, or may become a potential hazard. Bi-Annual PM Service Agreement Number of Visits: 2 Estimated Agreement Term: July 2026 - July 2027 *First PM visit will be scheduled within 30 days of quote approval. *Visits will continue to be scheduled after expiration unless given a written notice of cancellation 30 days prior to next service date. Equipment included in Agreement: 3 - Treadmills 2- Ellipticals 1- Spin Bike 1 - Recumbent Bike 1 - Rower 1 - Chest Press 1 - Seated Row 1 - Should Press 1 - Pulldown 1 - Seated leg press 1 - Dual Adjustable Pulley 1 - Leg Extension/ Curl 1 - Adjustable Decline Bench ****All Estimates Are Valid for 30 Days And Are Subject To Change****			
SIGN FOR APPROVAL _____ Payment Terms: Due upon completion unless signed credit agreement is in place.	SUBTOTAL		\$668.29
	TAX		\$0.00
	TOTAL		\$668.29



Gym-Worx LLC
10340 Florida Blvd
Walker LA 70785
Phone: 225-389-6099

Estimate

7/6/2026

Q65119PM

DUE ON RECEIPT

Customer

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Service Location

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Description	Qty.	price	Amount
Preventative Maintenance (Price Shown Is Based Per Visit) Applicable tax will be added upon approval	1.00	668.29	668.29
ESTIMATE			
**** All Estimates Are Valid for 30 Days And Are Subject To Change****			
SIGN FOR APPROVAL 		SUBTOTAL	\$668.29
		TAX	\$0.00
		TOTAL	\$668.29
Payment Terms: Due upon completion unless signed credit agreement is in place.			



Gym-Worx LLC
10340 Florida Blvd
Walker LA 70785
Phone: 225-389-6099

Estimate

7/6/2026

Q65120PM

DUE ON RECEIPT

Customer

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Service Location

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Description	Qty.	price	Amount
*** Quarterly Preventative Maintenance *** ***Preventative Maintenance Programs are the best way to get the most out of your equipment investment. Routine maintenance can identify potential failures before they occur, eliminating unscheduled service calls and equipment down-time.*** This includes: Inspection of each unit for proper functionality to ensure that everything is in accordance with the manufacturer specifications, detailing the internal components of all treadmills, belt conditioning and proper lubrication will be applied where needed. In addition to the above services we will also provide you with a diagnostic report on everything that is, or may become a potential hazard. Quarterly PM Service Agreement Number of Visits: 4 Estimated Agreement Term: July 2026 - July 2027 *First PM visit will be scheduled within 30 days of quote approval. *Visits will continue to be scheduled after expiration unless given a written notice of cancellation 30 days prior to next service date. Equipment included in Agreement: 3 - Treadmills 2- Ellipticals 1- Spin Bike 1 - Recumbent Bike 1 - Rower 1 - Chest Press 1 - Seated Row 1 - Should Press 1 - Pulldown 1 - Seated leg press 1 - Dual Adjustable Pulley 1 - Leg Extension/ Curl 1 - Adjustable Decline Bench ***Equipment included for 30 Days And Are Subject To Change****			
SIGN FOR APPROVAL _____ Payment Terms: Due upon completion unless signed credit agreement is in place.		SUBTOTAL	\$614.79
		TAX	\$0.00
		TOTAL	\$614.79



Gym-Worx LLC
10340 Florida Blvd
Walker LA 70785
Phone: 225-389-6099

Estimate

7/6/2026

Q65120PM

DUE ON RECEIPT

Customer

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Service Location

Seminole Palms
10 Micanopy Dr
Palm Coast FL 32164

Description	Qty.	price	Amount
Preventative Maintenance (Price Shown Is Based Per Visit) Applicable tax will be added upon approval	1.00	614.79	614.79
ESTIMATE			
**** All Estimates Are Valid for 30 Days And Are Subject To Change****			
SIGN FOR APPROVAL 		SUBTOTAL	\$614.79
		TAX	\$0.00
		TOTAL	\$614.79
Payment Terms: Due upon completion unless signed credit agreement is in place.			

The first part of the paper discusses the importance of the study of the history of the English language. It is argued that the study of the history of the English language is not only a matter of academic interest, but also a matter of practical importance. The study of the history of the English language can help us to understand the development of the English language and the influence of other languages on it. It can also help us to understand the social and cultural context in which the English language has developed.

The second part of the paper discusses the importance of the study of the history of the English language. It is argued that the study of the history of the English language is not only a matter of academic interest, but also a matter of practical importance. The study of the history of the English language can help us to understand the development of the English language and the influence of other languages on it. It can also help us to understand the social and cultural context in which the English language has developed.

The third part of the paper discusses the importance of the study of the history of the English language. It is argued that the study of the history of the English language is not only a matter of academic interest, but also a matter of practical importance. The study of the history of the English language can help us to understand the development of the English language and the influence of other languages on it. It can also help us to understand the social and cultural context in which the English language has developed.

The fourth part of the paper discusses the importance of the study of the history of the English language. It is argued that the study of the history of the English language is not only a matter of academic interest, but also a matter of practical importance. The study of the history of the English language can help us to understand the development of the English language and the influence of other languages on it. It can also help us to understand the social and cultural context in which the English language has developed.

The fifth part of the paper discusses the importance of the study of the history of the English language. It is argued that the study of the history of the English language is not only a matter of academic interest, but also a matter of practical importance. The study of the history of the English language can help us to understand the development of the English language and the influence of other languages on it. It can also help us to understand the social and cultural context in which the English language has developed.

THE IMPORTANCE OF PREVENTIVE MAINTENANCE

When you purchase equipment from the Life Fitness Family of Brands, you can expect best-in-class products that deliver superior performance. However, the journey doesn't end there. Perhaps the most important part of your purchase involves the after-sales service agreement.

WHAT A SERVICE AGREEMENT DOES FOR YOU

LIMITS EQUIPMENT DOWNTIME

Fitness equipment requires regular maintenance to keep running optimally. Without it, equipment can experience wear and tear that could have otherwise been avoided. This can contribute to preventable out-of-service scenarios, and, an unsatisfactory member experience.

INSURES YOUR INVESTMENT

Why would you spend money on top-of-the-line equipment but not guarantee its performance? Even the most basic service agreement provides you with a significant level of professional attention and technically superior service to ensure your investment is well taken care of, both in the short term and long term.

EXTENDS THE LONGEVITY OF YOUR EQUIPMENT

IHRSA recommends that once every five years club operators spend 10% of revenue on investments like new equipment. But, that's not always financially feasible. The best way to cheat time is to monitor your cardio and strength pieces at regular intervals and give your business the best opportunity of maximizing the lifespan of your equipment and keeping your customer base happy.

WHAT TO EXPECT

Following your equipment installation or start of your service contract, Life Fitness will schedule your preventive maintenance visits every 3 or 6 months depending on your contract selection.

When a field service team member visits your facility you can expect the following:

PROFESSIONALISM

Life Fitness certified technicians are a diverse group of men and women with industry-specific knowledge. A typical visit starts with a set appointment, an approximate time window, greeting or acknowledgment of arrival and carefully monitored personal space while working on site.

COMMUNICATION

Our technicians are trained to discuss

repair situations, contract options and parts recommendations in a clear and customer-specific manner. The Life Fitness Contact Center provides email correspondence

to indicate receipt and creation of service requests. And, technical advisors are on hand to assist with any field repairs that require product-specific expertise.

TECHNICAL PROFICIENCY

When field support is required, a certified technician is dispatched to perform the field fix. Training for these techs is an ongoing quarterly process that involves distance learning, e-learning, hands-on instruction and testing provided by the Life Fitness ATD Master Certified Field Technical Training Specialist (FTTS) team. The only team of its kind in the fitness industry.

FOLLOW-UP

The service visit journey is an end-to-end process. We analyze each serial number, suggest maintenance plans, connect your cardio and monitor your account. Our technicians develop relationships and continually check in with their customers to verify that their equipment is not only working properly but creating a value-add for the member.



LifeFitness

**HAMMER
STRENGTH**

PREVENTIVE MAINTENANCE SITE SURVEY CHECKLIST

Preventive maintenance service includes full testing and usage of the unit and all its features.*

TREADMILLS

- ☐ Remove debris from under the treadmill
- ☐ Inspect, test and clean the display
- ☐ Inspect and test the stop switch & tether clip
- ☐ Inspect frame, toe guards, and end caps
- ☐ Inspect and center striding belt
- ☐ Check tension on drive belts
- ☐ Inspect front and rear rollers
- ☐ Inspect, lube, clean and test lift motor
- ☐ Inspect and test speed controller
- ☐ Inspect and test heart rate sensors
- ☐ Inspect wiring and ribbon cables, outlet, power lead
- ☐ Level the treadmill
- ☐ Perform a full visual and functional check of the treadmill
- ☐ Wipe down exterior of the treadmill with a damp cloth
- ☐ Inspect wax bag, wax and nozzle pump¹
- ☐ Inspect and clean debris brush¹
- ☐ Check iPod®, USB, headphone¹
- ☐ Test activity zone¹

BIKES

- ☐ Inspect and clean pedals and pedal straps
- ☐ Full cosmetic inspection for damage and rust
- ☐ Inspect and remove housing
- ☐ Inspect keypad, consoles, overlay
- ☐ Inspect belt/chain for wear
- ☐ Lubricate drive chain
- ☐ Inspect crank arm and drive sprocket
- ☐ Inspect and clean battery terminals
- ☐ Inspect and lubricate seat post
- ☐ Test and adjust belt tension
- ☐ Inspect and clean alternator brush
- ☐ Level the bike
- ☐ Check for battery voltage
- ☐ Tighten 13 mm hub bolt on crank / crank bolts
- ☐ Check all covers/shrouds fitted correctly and not loose
- ☐ Perform a full visual and functional check of the bike
- ☐ Wipe down exterior of the bike with a damp cloth
- ☐ Remove and clean all electrical connectors²
- ☐ Inspect pulley and bearing assembly²
- ☐ Check for slipping belts and adjust
- ☐ Test heart rate sensors¹

CROSSTRAINERS/FLEXSTRIDERS/SPARC

- ☐ Inspect and remove housing
- ☐ Inspect and clean overlay
- ☐ Inspect and clean the drive system
- ☐ Inspect and clean alternator or generator
- ☐ Examine and clean electrical connectors
- ☐ Inspect wire harness
- ☐ Inspect and lube bearings
- ☐ Inspect and adjust belt tension
- ☐ Level the machine
- ☐ Test unit operation
- ☐ Check handlebars and rocker arms for security
- ☐ Clean clevis joint
- ☐ Check foot plates for security and damage
- ☐ Check tie rods and lubricate if necessary
- ☐ Check drive system for security
- ☐ Lubricate all linkages
- ☐ Check rear roller assembly
- ☐ Check all covers/shrouds fitted correctly and not loose
- ☐ Perform a full visual and functional check (appearance & safety, level)
- ☐ Wipe down exterior of the unit with a damp cloth
- ☐ Check iPod®, USB, headphone¹
- ☐ Test heart rate sensors¹

CROSSTRAINERS/FLEXSTRIDERS/SPARC

- ☐ Full cosmetic inspection for damage and rust
- ☐ Check steps for cracks and white stress marks
- ☐ Bolt and screw inspection for rust, looseness or damage
- ☐ Shroud and cosmetic inspection
- ☐ Perform a chain alignment inspection
- ☐ Soft-step bearing and rod inspection
- ☐ Noise inspection
- ☐ Power inspection
- ☐ All button responsiveness and functionality
- ☐ Line cord and bracket damage inspection
- ☐ Check break functionality
- ☐ Check touch screen and recalibrate if needed
- ☐ Lubricate stair rods with 1 drop of breakfree per hole
- ☐ Lubricate chain with SAE30 oil
- ☐ Lubricate sprockets with Teflon grease
- ☐ Test and clean heart rate
- ☐ Perform a full visual and functional check (appearance & safety, level)
- ☐ Wipe down exterior of the PowerMill with a damp cloth
- ☐ Check iPod®, USB, headphone¹

¹ Where applicable
² If necessary

* Strength with a minimal amount of weight & cardio at
BOTH the lowest and the highest speed or resistance

GX BIKE/ICG

- ☐ Full visual and functional check (safety and appearance) Check pedals lubricate ball race
- ☐ Check and torque crank
- ☐ Check all adjuster knobs
- ☐ Check computer and re calibrate
- ☐ Check security of all external fastenings
- ☐ Check Batt level and advise if low (D Cell)
- ☐ Wipe down exterior of the bike with a damp cloth

STEPPERS

- ☐ Inspect and remove covers, shrouds and housing
- ☐ Inspect and clean overlay
- ☐ Inspect and clean the drive system
- ☐ Inspect and clean alternator or generator
- ☐ Inspect power supply and line cord
- ☐ Clean power board and heat sinks
- ☐ Clean power board connectors
- ☐ Inspect wire harness
- ☐ Inspect all bearings
- ☐ Inspect and adjust belt tension
- ☐ Check handlebars for security
- ☐ Check rollers & tracks
- ☐ Check return or life springs
- ☐ Test display monitor
- ☐ Level the machine
- ☐ Inspect clutch sprockets
- ☐ Inspect crossover sprockets
- ☐ Perform a belt inspection
- ☐ Perform a full visual and functional check (appearance & safety, level)
- ☐ Wipe down exterior of the stepper with a damp cloth
- ☐ Oil level¹
- ☐ Chain for wear¹
- ☐ Test heart rate sensors¹

GX ROWER

- ☐ Full visual and functional inspection
- ☐ Check water condition and add chlorine tablet Check pull strap for wear and splits advise if worn Clean and lubricate the rail
- ☐ Check foot straps and seat
- ☐ Check and adjust frame flex cable
- ☐ Check hardware security
- ☐ Wipe down exterior of the rower with a damp cloth

STRENGTH

- ☐ Full visual and functional check (safety and appearance) Inspect and lubricate linear bearing
- ☐ Inspect and clean pads and upholstery
- ☐ Inspect cables for wear
- ☐ Inspect all grips
- ☐ Inspect weight stack pin
- ☐ Set cables to proper tension
- ☐ Inspect security lanyard
- ☐ Check all pulleys for proper operation
- ☐ Inspect and lubricate range limiter
- ☐ Examine and lubricate guide and linear rods retainer
- ☐ Inspect all hardware for proper tension
- ☐ Examine bumper stops
- ☐ Inspect and lube seat mechanism
- ☐ Inspect all welds for cracks on user arms, frames, etc...
- ☐ Check that all shrouds are secured properly
- ☐ Test unit for form, fit and functionality
- ☐ Inspect cables including cable ends¹



Life Fitness, LLC
9525 W. Bryn Mawr Ave | Rosemont, IL 60018
Telephone (800) 351-3737

Quote Date	7/1/2026
Quote Expires	9/29/2026

	For Office Use Only
Customer #:	826317
Contract #:	NEW=EW
Conv. Code	JOHN ARAHILL

Quote Prepared For:

Customer Name: SEMINOLE PALMS

Bill to Address: 10 MICANOPY DR
City, State: PALM COAST, FL 32164

Equipment Location: SAME
City, State: _____
Contact Name: Rich Gray
Phone Number: _____
email: Rgray@rmsnf.com

Start Date	Customer Payment Terms	Invoicing Option	Multi Year Discounts Available
Signature Date	CC FULL PAYMENT	IN ADVANCE	3% & 6%

Model	Serial Number	Coverage Code	P.M.'s per year	Standard Price
INTEGRITY PLUS TREADMILL	INTTRMW25500171	PM2	2	\$140.00
INTEGRITY PLUS TREADMILL	INTTRMW25510177	PM2	2	\$140.00
INTEGRITY PLUS TREADMILL	INTTRMW25510178	PM2	2	\$140.00
INTEGRITY PLUS CROSS-TRAINER	INTXTUW25470105	PM2	2	\$140.00
INTEGRITY PLUS CROSS-TRAINER	INTXTUW25510067	PM2	2	\$140.00
INTEGRITY PLUS RECUMBENT BIKE	INTBREW25520050	PM2	2	\$140.00
STRENGTH - CABLE MOTION GYM	CMSDAPR25500592	PM2	2	\$140.00
AXIOM SERIES - SINGLE EXERCISE	102520M10278	PM2	2	\$140.00
AXIOM SERIES - SINGLE EXERCISE	102535M17897	PM2	2	\$140.00
AXIOM SERIES - SINGLE EXERCISE	102537M19730	PM2	2	\$140.00
AXIOM SERIES - SINGLE EXERCISE	102543M23272	PM2	2	\$140.00
AXIOM SERIES - SINGLE EXERCISE	102503M01494	PM2	2	\$140.00
AXIOM SERIES - MULTI EXERCISE	102538M20613	PM2	2	\$140.00

Quantity 13

Subtotal		\$1,820.00
Multi-unit Discount	20%	(\$364.00)
Tax		TAXES AS APPLICABLE
Total		\$1,456.00
Please "X" the box below with your desired contract option	Total Discount	
1 year Contract Total (single payment):	20%	\$1,456.00
2 year Contract Total (single payment):	23%	\$2,802.80
3 year Contract Total (single payment):	26%	\$4,040.40

***All above pricing does not reflect the total amount with applicable taxes**

Coverage Type	Code	PM's	Intervening Calls	Parts?
SEMI ANNUAL PREVENTATIVE MAINTENANCE FOR ONE YEAR	PM2	2	NO	NO

This is a draft quote and not a contract - subject to management approval

If you would like to move forward with this quote please notify your Contract Administrator or email css.contracts@lifefitness.com and we will provide a contract to eSign through DocuSign



Life Fitness, LLC
9525 W. Bryn Mawr Ave | Rosemont, IL 60018
Telephone (800) 351-3737

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Bill to Address: 10 MICANOPY DR
City, State: PALM COAST, FL 32164

Equipment Location: SAME
City, State: _____
Contact Name: Rich Gray
Phone Number: _____
email: Rgray@rmsnf.com

Start Date	Customer Payment Terms	Invoicing Option	Multi Year Discounts Available
Signature Date	CC FULL PAYMENT	IN ADVANCE	3% & 6%

Model	Serial Number	Coverage Code	P.M.'s per year	Standard Price
INTEGRITY PLUS TREADMILL	INTRMW25500171	PM4	4	\$280.00
INTEGRITY PLUS TREADMILL	INTRMW25510177	PM4	4	\$280.00
INTEGRITY PLUS TREADMILL	INTRMW25510178	PM4	4	\$280.00
INTEGRITY PLUS CROSS-TRAINER	INTXTUW25470105	PM4	4	\$280.00
INTEGRITY PLUS CROSS-TRAINER	INTXTUW25510067	PM4	4	\$280.00
INTEGRITY PLUS RECUMBENT BIKE	INTBREW25520050	PM4	4	\$280.00
STRENGTH - CABLE MOTION GYM	CMSDAPR25500592	PM4	4	\$280.00
AXIOM SERIES - SINGLE EXERCISE	102520M10278	PM4	4	\$280.00
AXIOM SERIES - SINGLE EXERCISE	102535M17897	PM4	4	\$280.00
AXIOM SERIES - SINGLE EXERCISE	102537M19730	PM4	4	\$280.00
AXIOM SERIES - SINGLE EXERCISE	102543M23272	PM4	4	\$280.00
AXIOM SERIES - SINGLE EXERCISE	102503M01494	PM4	4	\$280.00
AXIOM SERIES - MULTI EXERCISE	102538M20613	PM4	4	\$280.00
Quantity 13				

Subtotal	\$3,640.00
Multi-unit Discount	20%
Tax	TAXES AS APPLICABLE
Total	\$2,912.00
Please "X" the box below with your desired contract option	Total Discount
1 year Contract Total (single payment):	20%
2 year Contract Total (single payment):	23%
3 year Contract Total (single payment):	26%

***All above pricing does not reflect the total amount with applicable taxes**

Coverage Type	Code	PM's	Intervening Calls	Parts?
QUARTERLY PREVENTATIVE MAINTENANCE FOR ONE YEAR	PM4	4	NO	NO

This is a draft quote and not a contract - subject to management approval

If you would like to move forward with this quote please notify your Contract Administrator or email css.contracts@lifefitness.com and we will provide a contract to eSign through DocuSign

SECTION 3



Sunshine State Heating and Air Conditioning
2323 N State St Unit 126, Bunnell, Florida 32110
United States
(386) 627-5500

Estimate 69749614
Job 69688920
Estimate Date 7/7/2026
Customer PO

Billing Address

Seminole Palms CDD
10 Micanopy Drive
Palm Coast, FL 32110 USA

Job Address

Seminole Palms CDD
10 Micanopy Drive
Palm Coast, FL 32110 USA

Estimate Details

Commercial maintenance contract quarterly : Benefits of a maintenance

- evaporator coils
- clean condenser coils
- change 1" Air filter
- check all electrical components
- clean condensation drain line
- check outdoor capacitor
- check system pressures and refrigerant
- 20% off parts & Life time warranty's
- No Nights , Weekend or holiday after hour fees

**2 split systems 20x20x1 and 20x24x1

Service #	Description	Quantity	Your Price	Your Total
ASC104	Commercial Quarterly Maintenance	1.00	\$425.00	\$425.00
			Sub-Total	\$425.00
			Tax	\$0.00
			Total	\$425.00

Thank you for choosing Sunshine State Heating and Air Conditioning

THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by Sunshine State - Estimate as a good faith estimate of work to be performed at the location described above and is based on our evaluation and does not include material price increases or additional labor and materials which may be required should unforeseen problems arise after the work has started. I understand that the final cost of the work may differ from the estimate, perhaps materially. THIS IS NOT A GUARANTEE OF THE FINAL PRICE OF WORK TO BE PERFORMED. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount for all work performed.

SECTION 4

AGREEMENT FOR POOL MAINTENANCE SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 07 day of July 2026, by and between:

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street Orlando, Florida 32801 (**“District”**), and

AQUASOL COMMERCIAL CHEMICALS, INC., D/B/A POOLSURE, a Texas Corporation, with offices located at 1707 Townhurst Drive, Houston, Texas 77043 (**“Contractor”**, and together with District, **“Parties”**).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*; and

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including certain swimming pool facilities; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide pool chemical services for the swimming pool facilities in accordance with this Agreement (**“Services”**); and

WHEREAS, Contractor provides such Services and desires to contract with the District to do so in accordance with the terms and conditions of this Agreement; and

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

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DUTIES; RELEASE AND LIMITATION OF DAMAGES. The District agrees to use the Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are to provide the material, tools, skill, and labor necessary to perform the Services.

- A. CHEMICALS.** Subject to and in accordance with the covenants and conditions set forth in this agreement, Contractor shall deliver to the District certain chemicals (“**Chemicals**”) necessary for the District to maintain the chlorine, pH and alkalinity levels, calcium and the cyanuric acid in the water of the District’s swimming pool feature located at 10 Micanopy Drive, Palm Coast, Florida 32164 (collectively, the “**Pools**”). The specific chemicals may include but are not limited to sodium hypochlorite, pool acid, sodium bicarbonate, shock and shock-totes, calcium chloride, cyanurics, CYA (stabilizer) and filter powder (“**Chemicals**”). Contractor will deliver the Chemicals to the District’s amenity facility locations in accordance with the terms set forth in **Exhibit A**, attached hereto and incorporated herein by reference, and the District agrees to provide Contractor reasonable access to the area(s) at such location where Chemicals will be stored by District in each location in order to facilitate such delivery
- B. EQUIPMENT.** Contractor agrees to lease to the District the equipment and/or chemical tanks listed on **Exhibit A** for each Pool that is subject to this Agreement (“**Equipment**”). The District shall keep the Equipment at the locations set forth in **Exhibit A** and shall not remove the Equipment or allow it to be removed without Contractor’s prior, written consent, unless otherwise noted in **Exhibit A**. The Equipment leased hereunder (and any replacement thereof), together with all intellectual property rights included therein, shall remain the sole property of Contractor and shall be returned to Contractor at the end of the Term of this Agreement in good working condition, reasonable wear and tear expected. If the Equipment is not returned within 60 days of the expiration or termination of this Agreement, then District agrees to pay Contractor an amount equal to the then current purchase price of each piece of the Equipment that has yet to be returned at the value equal to the condition of the Equipment at that time. Nothing herein shall be construed as conveying to the District any right, title or interest in or to the Equipment. All Equipment shall remain personal property (even though said Equipment may hereafter become attached or affixed to real property) and the title thereto shall at all times remain exclusively in Contractor. At District’s sole cost and expense, District shall (a) protect and defend Contractor’s ownership of and title to the Equipment from and against all persons claiming against or through District, (b) at all times keep the Equipment free from any and all liens, encumbrances, attachments, levies, executions, burdens, charges or legal processes imposed against District, (c) give Contractor immediate written notice of any matter described in this sentence, and (d) cooperate with Contractor to promptly remove any encumbrance described in this sentence.
- C. WATER CHEMISTRY AND MAINTENANCE OF THE EQUIPMENT.** Maintaining proper water chemistry in the Pools is the sole responsibility of the District despite Contractor having agreed to provide the Equipment as a tool to assist the District in connection therewith and except to the extent of Contractor’s required

performance herein. The District agrees that it shall independently test the water chemistry of the Pools as required by law and shall keep an accurate and up-to-date written log of such tests during the Term of this Agreement and so long thereafter as required by any applicable law. In the event that such tests reveal that any piece of Equipment is not maintaining proper water chemistry, the District shall promptly notify Contractor of the same, and the District will, or will engage a third party contractor to, add Chemicals to the Pools by hand or otherwise as necessary to maintain proper water chemistry therein, until such Equipment is repaired or replaced by Contractor. Contractor shall utilize commercially reasonable efforts to repair or replace such Equipment no later than two business days after notification of Equipment failure by the District through its designee, subject to the availability of parts necessary to repair or replace such Equipment. Contractor's sole responsibility hereunder is to supply Chemicals specified by the District in accordance with this Agreement, lease the Equipment and to repair such Equipment as further provided herein; all responsibility for maintenance of the Chemicals in the Pools shall accrue to and be the responsibility of the District except for Contractor's responsibilities as specifically provided for herein. The Equipment and feed system may only be used to feed approved Chemicals provided by Contractor. The District shall not, under any circumstance, place or allow others to place in any piece of Equipment products or chemicals obtained from any third-party, and Contractor shall solely be responsible for the provision of Chemicals as set forth in this Agreement.

The District is responsible for identifying and promptly (in any event within 24 hours after discovery of the same) reporting leaks in the Equipment to Contractor during the Term of this Agreement. To the extent the leaks are caused by the negligent acts or omissions of the Contractor, or due to the failure of the Equipment to operate in accordance with its specifications and operating instructions, Contractor shall be responsible for all repairs, maintenance and improvements necessary to remedy the proximately caused damage resulting from the Equipment and remains responsible for maintaining the Equipment. The District acknowledges that corrosion may result from exposure to the Chemicals and Contractor is not responsible for the same; provided, however, that the District shall not be responsible for any damage to the Equipment itself as a result of such corrosion. It is recommended that a ventilation fan be installed in any enclosed Equipment/Chemical area to provide proper ventilation and minimize corrosion, and the District shall install the same if the same is required by applicable law.

In the event the Equipment is damaged during the Term of this Agreement, including but not limited to as a result of the misuse, improper use, or other intentional and wrongful or grossly negligent acts or omissions of the District's officers, employees, agents and contractors (other than Contractor), to the extent such damage is not covered by any warranties or insurance, Contractor may

service or repair the Equipment as needed and the cost thereof shall be paid by the District to Contractor within twenty days of written request; provided, however, such request contains adequate information to identify the reason for the request and reasonable evidence that it was the District that caused such damage. Notwithstanding the foregoing, The District shall not be responsible for damage to the Equipment itself caused by corrosion resulting from exposure to the Chemicals supplied by Contractor.

D. NO WARRANTIES BY CONTRACTOR. SUBJECT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, CONTRACTOR SUPPLIES THE CHEMICALS AND EQUIPMENT UNDER THIS AGREEMENT IN THEIR "AS IS" CONDITION. CONTRACTOR, NOT BEING THE MANUFACTURER OF THE CHEMICALS OR EQUIPMENT OR THE MANUFACTURER'S AGENT, MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, AS TO THE CHEMICALS OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION AS TO THE MERCHANTABILITY, FITNESS OFR A PARTICULAR PURPOSE OR USE, DESIGN, CONDITION, DURABILITY, CAPAITY, MATERIAL OR WORKMANSHIP OF THE CHEMICALS OR EQUIPMENT. CONTRACTOR AGREES TO ASSIGN TO THE DISTRICT ALL WARRANTIES PROVIDED BY THE MANUFACTURER AND TO COOPERATE IN GOOD FAITH WITH THE DISTRICT SHOULD THE DISTRICT PURSUE A CLAIM AGAINST THE MANUFACTURER REGARDING THE CHEMICALS OR EQUIPMENT. CONTRACTOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES SUFFERED BY THE DISTRICT OR BY ANY OTHER PERSON FOR, AND THE DISTRICT EXPRESSLY WAIVES ANY RIGHT TO HOLD CONTRACTOR LIABLE HEREUNDER FOR, ANY CLAIMS, DEMANDS AND LIABILITIES ARISING OUT OF OR IN CONNECTION WITH THE DESIGN OR MANUFACTURE, POSSESSION OR OPERATION OF THE CHEMICALS OR EQUIPMENT, INCLUDING, WITHOUT LIMITATION, INJURY TO PERSONS OR PROPERTY RESULTING FROM THE FAILURE OF, DEFECTIVE OR FAULTY DESIGN, OPERATION, CONDITION, SUITABILITY OR USE OF THE CHEMICALS OR EQUIPMENT TO THE EXTENT SUCH DAMAGES WERE CAUSED BY THE MANUFACTURER AND NOT THE NEGLIGENT ACTS OR OMISSIONS OF THE CONTRACTOR.

E. RELEASE AND LIMITATION OF DAMAGES. THE DISTRICT HEREBY AGREES TO RELEASE CONTRACTOR FROM AND AGAINST ALL LOSSES, DAMAGES, CLAIMS, ACTIONS, JUDGMENTS, SUITS, FINES PENALTIES, DEMANDS, COSTS AND EXPENSES AND LIABILITY WHATSOEVER (AND ANY ATTORNEY'S FEES, WITNESS FEES, AND/OR COSTS INCURRED IN CONNECTION THEREWITH)(COLLECTIVELY THE "LOSSES") CAUSED BY OR ARISING FROM (A) THE DISTRICT'S FAILURE TO FULLY PERFORM, OBSERVE OR SATISFY ITS COVENANTS, DUTIES, WARRANTIES OR OBLIGATIONS CONTAINED IN THIS AGREEMENT; (B) THE NEGLIGENT WRONGFUL USE AND OPERATION OF THE CHEMICALS OR EQUIPMENT DURING THE TERM BY THE DISTRICT, ITS AGENTS, OFFICERS, EMPLOYEES, CONTRACTORS, OR INVITEES (EXCLUDING THE CONTRACTOR AND ITS AGENTS, OFFICERS, EMPLOYEES,

CONTRACTORS OR INVITEES); (C) THE DISTRICT'S FAILURE TO MAINTAIN PROPER WATER CHEMISTRY IN EACH AND EVERY POOL; (D) THE ACTS OR OMISSIONS OF THE DISTRICT, ITS EMPLOYEES, OFFICERS, CONTRACTORS, AGENTS OR INVITEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S FAILURE TO MAINTAIN AND UTILIZE THE EQUIPMENT AND THE CHEMICALS IN ACCORDANCE WITH APPLICABLE LAW; AND (E) THE STORAGE OF THE CHEMICALS ON THE DISTRICT'S PREMISES. IF SUCH LOSSES WERE ALSO CAUSED IN PART BY THE ACTS OR OMISSIONS OF CONTRACTOR, THEN THE DISTRICT SHALL ONLY BE LIABLE TO THE EXTENT AND FOR SUCH PORTION THAT SUCH LOSSES WERE CAUSED BY, ARISE FROM OR RELATE TO THE ACTS OR OMISSIONS OF THE DISTRICT, ITS OFFICERS, AGENTS, MANAGERS, CONTRACTORS, EMPLOYEES AND/OR INVITEES.

IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES IN CONNECTION WITH THIS AGREEMENT, THE CHEMICALS OR EQUIPMENT, EVEN IF NOTICE WAS GIVEN OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE.

UPON EXECUTION OF THIS AGREEMENT, THE DISTRICT HEREBY RELEASES CONTRACTOR FROM AND AGAINST ALL LOSSES, DAMAGES, CLAIMS, COSTS AND EXPENSES AND LIABILITY RELATING TO PROPERTY DAMAGE TO THE DISTRICT'S WALKWAYS, CONCRETE, PARKING LOTS, OR OTHER FLOORING (**"DISTRICT'S FLOORING"**) THAT MAY BE INCURRED IN CONNECTION WITH THE CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS OF CONTRACTOR IN DELIVERING CHEMICALS TO THE DISTRICT'S PROPERTY OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, CONCRETE, PARKING LOTS OR ANY OTHER FLOORING AREAS LOCATED ON THE DISTRICT'S PROPERTY DESIGNATED BY THE DISTRICT AS AN ACCESS FOR PRODUCT DELIVERY. HOWEVER, THE ABOVE DOES NOT WAIVE OR RELEASE ANY CLAIMS AGAINST CONTRACTOR FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT ON THE PART OF CONTRACTOR, ITS AGENTS, EMPLOYEES, CONTRACTORS, OR REPRESENTATIVES. THE DISTRICT ACKNOWLEDGES THAT THIS PARAGRAPH IN ITS NATURE IS A WAIVER FOR DAMAGES TO THE DISTRICT'S FLOORING ARISING FROM AND DUE TO CONTRACTOR'S CUSTOMARY AND REASONABLE ACTIVITY OF DELIVERING CORROSIVE CHEMICALS OVER THE DISTRICT'S FLOORING AND HEREBY RELEASES CONTRACTOR FOR CLAIMS OR DAMAGES TO THE DISTRICT'S FLOORING RESULTING FROM CONTRACTOR'S CUSTOMARY AND REASONABLE ACTS IN CONNECTION WITH THE DELIVERY OF CHEMICALS TO THE DISTRICT'S PROPERTY AND ASSUMES ANY AND ALL RISK OF LOSS, DAMAGE OR COSTS, OR PROPERTY DAMAGE TO THE DISTRICT'S FLOORING THAT MAY BE INCURRED BY THE DISTRICT ARISING OUT OF OR IN CONNECTION WITH CONTRACTOR'S CUSTOMARY AND REASONABLE ACTS AND/OR OMISSIONS IN DELIVERING CHEMICALS OVER STAINED, PAINTED, DECORATIVE OR NON-DECORATIVE WALKWAYS, PARKING LOTS OR ANY OTHER FLOORING AREAS DESIGNATED BY THE DISTRICT TO BE

ACCESS POINTS FOR PRODUCT DELIVERY. THE DISTRICT FULLY UNDERSTANDS THE TERMS SET FORTH IN THIS PARAGRAPH, AND THE DISTRICT HEREBY WAIVES ITS RIGHTS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO THE DISTRICT TO THE FULLEST EXTENT ALLOWED BY LAW.

Contractor shall not be liable for default in the performance or discharge of any duty or obligation under this Agreement to the extent caused by Acts of God, civil or military authority, public enemy, fire, floods, winds, storms, pandemic, epidemic, public health emergency or quarantine, labor disorders, strikes, work stoppages or other labor trouble, accidents riots, civil commotion, closing the public highways, terrorist acts or threats, governmental interference or regulations and other contingencies, similar to the foregoing, beyond Contractor's reasonable control.

The terms of this Section shall survive the termination or expiration of this Agreement. To the extent there is any conflict between the terms of this Section 2 and the terms of any other agreement entered into between Contractor and District, the terms of this Section 2 shall control.

- F. This Agreement grants to the Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations.
- G. The Contractor shall perform all Services in a neat and workmanlike manner.
- H. The Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.
- I. The Contractor shall report directly to the District Manager and Facilities Manager.

SECTION 3. COMPENSATION AND TERM.

- A. The District shall pay the Contractor Thirteen Thousand Five Hundred Dollars and No Cents (**\$13,500.00**) per year, payable in twelve (12) equal monthly installments of One Thousand One Hundred Twenty-Five and No Cents (**\$1,125.00**) per month.
- B. Unless terminated earlier in accordance with the terms of this Agreement, the Term of this Agreement shall begin on the Effective Date and continue until

September 30, 2027 ("**Initial Term**"), provided, however, that this agreement shall automatically renew for successive one (1) year periods thereafter (each, a "**Renewal Term**") unless either Party provides written notice of termination to the other Party at least thirty (30) days prior to the effective date of termination at any time during the Initial Term or Renewal Term, as applicable. The entire time that this Agreement is in effect is the "**Term**".

- C. If the District should desire additional work or services, the 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, addenda, or change order(s) to this Agreement. The 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.
- D. Notwithstanding anything to the contrary in this agreement, in the event this Agreement or any Order is terminated for any reason, Contractor shall be paid in accordance with the terms of this Agreement for all work and/or Services performed in accordance with this Agreement through the date of termination.

SECTION 4. INSURANCE.

- A. Throughout the Term of this Agreement, the Contractor shall maintain, at a minimum, the following insurance:
 - (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
 - (3) Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
 - (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation,

maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

- B.** The District shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. 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.
- C.** If the Contractor 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 Contractor shall pay the commercially reasonable 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.

SECTION 5. INDEMNIFICATION. The Contractor agrees, and subject to Section 2 herein, to indemnify, defend, and hold harmless the District and the District's staff, employees, consultants, officers, representatives, agents, and supervisors (together, the "Indemnitees") from any and all Losses to the extent caused by the negligence or willful misconduct of the Contractor, including litigation or any appellate proceedings with respect thereto. If such Losses were also caused in part by the acts or omissions of District, then the Contractor shall only be liable to the extent and for such portion that such Losses were caused by or arise directly out of the negligence or willful misconduct of the Contractor, its officers, agents, managers, contractors, or employees. Contractor further agrees that nothing herein 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.

SECTION 6. 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.

SECTION 7. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the Services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other

requirements applicable to provision of Services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 8. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving notice of termination.

SECTION 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 in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 10. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the Parties shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the applicable Party in refraining from so doing; and further, that the failure of a Party at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 11. SUCCESSORS. 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.

SECTION 12. TERMINATION. The District agrees that the Contractor may terminate this Agreement without cause by providing thirty (30) days' written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement for any reason, the Contractor shall be entitled to payment for all work and/or

services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 13. PERMITS AND LICENSES. District acknowledges that it is the District's responsibility to obtain and pay for all necessary permits and licenses needed to operate the Pools and/or utilize the Equipment or Chemicals as required by applicable law. Further, all additional permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All permits or licenses necessary for the Contractor to perform its obligations as set forth in this Agreement shall be obtained and paid for by the Contractor.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 15. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the 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. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and the 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.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Contractor 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.

SECTION 18. AGREEMENT. This instrument, together with **Exhibit A**, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. To the extent of any conflict between this Agreement and **Exhibit A**, this Agreement shall control.

SECTION 19. 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 the District and the Contractor; provided that **Exhibit A** to this Agreement may be amended, from

time to time, by the Parties in writing, including via email confirmed by an authorized representative of both the District and Contractor, to reflect changes in (a) the Equipment leased to the District or the Pool, (b) pricing or rental rates, or (c) the delivery and storage location of the Chemicals and/or Equipment. Any such amendment shall supersede any prior **Exhibit A** and become a part of this Agreement.

SECTION 20. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 21. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notice**" or "**Notices**") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

If to Contractor: Aquasol Commercial Chemicals, Inc.,
d/b/a Poolsure
1707 Townhurst Drive
Houston, Texas 77043

Attn: _____

If to District: Seminole Palms Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West 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 Contractor may deliver Notices on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the 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 in this Agreement.

SECTION 22. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor, 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 District and the Contractor 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 the Contractor and their respective representatives, successors, and assigns.

SECTION 23. CONTROLLING LAW. This Agreement and the provisions contained in this 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 Flagler County, Florida.

SECTION 24. COMPLIANCE WITH PUBLIC RECORDS LAWS. The 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, the 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*. The Contractor acknowledges that the designated public records custodian for the District is Jeremy LeBrun ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the Services; 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 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 the 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 the Contractor, the 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 THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524 OR JLEBRUN@GMSCFL.COM OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 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.

SECTION 26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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.

SECTION 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.

SECTION 28. COMPLIANCE WITH E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, the Contractor 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. If the Contractor anticipates entering into agreements with a subcontractor for the Services, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any Party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating Party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, the Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon Notice from the District.

SECTION 29. SURVIVAL. Notwithstanding any provisions herein to the contrary, upon the termination of this Agreement for any reason whatsoever, the provisions of this Agreement which by their nature require some action or forbearance after such termination (including but not limited to those related to payment, indemnities, and insurance) shall survive such termination and be binding until any actions, obligations and/or rights therein provided have been completely satisfied or released.

SECTION 30. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor

agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

IN WITNESS WHEREOF, the Parties have signed this Agreement on the day and year first written above.

**SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Signed by:


Chairperson, Board of Supervisors

**AQUASOL COMMERCIAL
CHEMICALS, INC., D/B/A POOLSURE**

Print Name: _____
By: _____
Its: _____

Exhibit A: Proposal/Scope of Work

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**SEMINOLE PALMS COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

**AQUASOL COMMERCIAL
CHEMICALS, INC., D/B/A POOLSURE**

DocuSigned by:

Vincent Flaxiani

Print Name: Vincent Flaxiani

By: _____ Vice President Sales

Its: _____

Exhibit A: Proposal/Scope of Work

Exhibit B
Certificate of Insurance

SECTION D

SECTION 1

Seminole Palms
Community Development District

Check Register Summary

June 1, 2026 to June 30, 2026

Bank	Check Date	Check No.'s	Amount
General Fund - Truist			
	6/11/26	43-45	\$ 20,355.00
	6/25/26	46-48	\$ 9,332.88
			\$ 29,687.88

CHECK DATE	VEND#	INVOICE DATE	INVOICE INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	...
6/11/26	00004	6/01/26	4936	202606	320-53800	-47000				*	1,755.00		
			JUN LAKE MAINTENANCE						LAKE PROS LLC			1,755.00	000043
6/11/26	00013	5/28/26	131346	202605	310-51300	-32300				*	3,750.00		
			ANNUAL TRUSTEE FEE						REGIONS BANK			3,750.00	000044
6/11/26	00005	4/29/26	1158105	202603	320-53800	-46200				*	1,550.00		
			MAR26 LANDSCAPE ENHANCE										
		6/01/26	1181070	202606	320-53800	-46200				*	13,300.00		
			JUN26 MONTHLY LANDSCAPE						YELLOWSTONE LANDSCAPE			14,850.00	000045
6/25/26	00008	6/19/26	06192026	202606	310-51300	-11000				*	200.00		
			06/19/26 SUPERVISOR FEE						CHARLES FAULKNER			200.00	000046
6/25/26	00020	6/01/26	22	202606	310-51300	-34000				*	3,333.33		
			JUN26 MANAGEMENT FEES										
		6/01/26	22	202606	310-51300	-35200				*	100.00		
			JUN26 WEBSITE ADMIN										
		6/01/26	22	202606	310-51300	-35300				*	150.00		
			JUN26 INFO TECH										
		6/01/26	22	202606	310-51300	-31300				*	625.00		
			JUN26 DISSEM AGENT SRVCS										
		6/01/26	22	202606	310-51300	-51000				*	.18		
			OFFICE SUPPLIES										
		6/01/26	22	202606	310-51300	-42000				*	95.12		
			POSTAGE										
		6/01/26	22	202606	310-51300	-42500				*	3.00		
			COPIES										
		6/01/26	22	202606	310-51300	-48000				*	64.45		
			05/25 PALM COAST OBS AD										
		6/01/26	22	202606	310-51300	-49000				*	50.80		
			05/25 HILTON GARDEN INN										
		6/01/26	24	202606	320-53800	-34100				*	1,250.00		
			JUN26 FIELD MANAGEMENT										
		6/01/26	24	202606	330-53800	-48300				*	1,250.00		
			JUN26 JANITORIAL										
		6/01/26	24	202606	330-53800	-48000				*	1,400.00		
			JUN26 POOL MAINTENANCE						GOVERNMENTAL MANAGEMENT SERVICES-CF			8,321.88	000047
6/25/26	00003	6/05/26	3759735	202604	310-51300	-31500				*	811.00		
			APR26 LEGAL SERVICES						KUTAK ROCK LLP			811.00	000048
									TOTAL FOR BANK B		29,687.88		
									SMPL SEMINOLE PALMS AMOSSING				

CHECK DATE	VEND#	INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK..... AMOUNT #
TOTAL FOR REGISTER						29,687.88	

SECTION 2

Seminole Palms
Community Development District

Unaudited Financial Reporting
June 30, 2026



Table of Contents

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2	<u>General Fund</u>
3	<u>Debt Service Fund - Series 2023</u>
4	<u>Debt Service Fund - Series 2024</u>
5	<u>Capital Projects Fund</u>
5	<u>Month to Month</u>
6	<u>Long Term Debt Schedule</u>
7	<u>Assessment Receipt Schedule</u>

Seminole Palms
Community Development District
Combined Balance Sheet
June 30, 2026

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Operating Account - Bank United	\$ -	\$ -	\$ -	\$ -
Operating Account - Truist	\$ 92,798	\$ -	\$ -	\$ 92,798
Due from Other	\$ 100	\$ -	\$ 158,414	\$ 158,514
Due from Developer	\$ 42	\$ -	\$ -	\$ 42
Prepaid Expense	\$ -	\$ -	\$ -	\$ -
Investments:				
<u>Series 2023</u>				
Reserve	\$ -	\$ 399,395	\$ -	\$ 399,395
Interest	\$ -	\$ 25	\$ -	\$ 25
Revenue	\$ -	\$ 83,662	\$ -	\$ 83,662
Prepayment	\$ -	\$ 38,536	\$ -	\$ 38,536
Sinking Fund	\$ -	\$ 17	\$ -	\$ 17
Construction	\$ -	\$ -	\$ 114,211	\$ 114,211
Cost of Issuance	\$ -	\$ -	\$ -	\$ -
Due from General Fund	\$ -	\$ 5,530	\$ -	\$ 5,530
<u>Series 2024</u>				
Reserve	\$ -	\$ 1,271,280	\$ -	\$ 1,271,280
Interest	\$ -	\$ 94	\$ -	\$ 94
Revenue	\$ -	\$ 47,095	\$ -	\$ 47,095
Prepayment	\$ -	\$ 281,929	\$ -	\$ 281,929
Sinking Fund	\$ -	\$ -	\$ -	\$ -
Construction	\$ -	\$ -	\$ 6,568,536	\$ 6,568,536
Cost of Issuance	\$ -	\$ 0	\$ -	\$ 0
Due from General Fund	\$ -	\$ 2,269	\$ -	\$ 2,269
Total Assets	\$ 92,940	\$ 2,129,832	\$ 6,841,161	\$ 9,063,933
Liabilities:				
Accounts Payable	\$ 7,110	\$ -	\$ -	\$ 7,110
Due to Debt Service	\$ 7,799	\$ -	\$ -	\$ 7,799
Due to Developer	\$ -	\$ -	\$ -	\$ -
Due to Capital Projects	\$ -	\$ -	\$ -	\$ -
Retainage Payable	\$ -	\$ -	\$ 469,209	\$ 469,209
Due to Other	\$ -	\$ 125	\$ 251,511	\$ 251,636
Total Liabilities	\$ 14,909	\$ 125	\$ 720,720	\$ 735,754
Fund Balance:				
Prepaid Items	\$ -	\$ -	\$ -	\$ -
Assigned For:				
Debt Service - Series 2023	\$ -	\$ 527,041	\$ -	\$ 527,041
Debt Service - Series 2024	\$ -	\$ 1,602,666	\$ -	\$ 1,602,666
Restricted For:				
Capital Projects - Series 2023	\$ -	\$ -	\$ (455,448)	\$ (455,448)
Capital Projects - Series 2024	\$ -	\$ -	\$ 6,568,536	\$ 6,568,536
Capital Projects	\$ -	\$ -	\$ 7,353	\$ 7,353
Unassigned	\$ 78,031	\$ -	\$ -	\$ 78,031
Total Fund Balances	\$ 78,031	\$ 2,129,707	\$ 6,120,441	\$ 8,328,179
Total Liabilities & Fund Balance	\$ 92,940	\$ 2,129,832	\$ 6,841,161	\$ 9,063,933

Seminole Palms
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
<u>Revenues:</u>				
Special Assessments	\$ 407,079	\$ 226,887	\$ 226,887	\$ -
Developer Contributions	\$ -	\$ -	\$ 40,792	\$ 40,792
Assessments - Lot Closings	\$ -	\$ -	\$ 61,356	\$ 61,356
Total Revenues	\$ 407,079	\$ 226,887	\$ 329,036	\$ 102,148
<u>Expenditures:</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 2,400	\$ 1,800	\$ 600	\$ 1,200
Engineering	\$ 30,000	\$ 22,500	\$ 683	\$ 21,817
Dissemination Agent	\$ 2,000	\$ 1,500	\$ 12,167	\$ (10,667)
Assessment Administration	\$ 2,500	\$ 1,875	\$ -	\$ 1,875
Attorney	\$ 20,000	\$ 15,000	\$ 6,167	\$ 8,833
Annual Audit	\$ -	\$ -	\$ 3,600	\$ (3,600)
Trustee Fees	\$ -	\$ -	\$ 7,500	\$ (7,500)
Management Fees	\$ 45,500	\$ 34,125	\$ 30,889	\$ 3,236
Administrative Services	\$ -	\$ -	\$ -	\$ -
Accounting Services	\$ -	\$ -	\$ -	\$ -
Website Administration	\$ 1,515	\$ 1,136	\$ 2,262	\$ (1,126)
Information Technology	\$ -	\$ -	\$ 1,120	\$ (1,120)
Postage	\$ 500	\$ 375	\$ 223	\$ 152
Copies	\$ -	\$ -	\$ 91	\$ (91)
Insurance	\$ 6,000	\$ 6,000	\$ 5,732	\$ 268
Printing & Binding	\$ 500	\$ 375	\$ -	\$ 375
Legal Advertising	\$ 6,500	\$ 4,875	\$ 64	\$ 4,811
Other Current Charges	\$ 500	\$ 375	\$ 1,347	\$ (972)
Office Supplies	\$ -	\$ -	\$ 39	\$ (39)
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Contingency	\$ 1,500	\$ 1,125	\$ -	\$ 1,125
Total General & Administrative:	\$ 119,590	\$ 91,236	\$ 72,659	\$ 18,578

Seminole Palms
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
<u>Operations and Maintenance</u>				
Field Expenses				
Field Management	\$ 46,000	\$ 34,500	\$ 7,500	\$ 27,000
Streetlights - Electric	\$ 13,050	\$ 9,788	\$ 20,807	\$ (11,020)
Irrigation - Water	\$ -	\$ -	\$ 46,506	\$ (46,506)
Property Insurance	\$ -	\$ -	\$ 9,324	\$ (9,324)
Repairs and Maintenance	\$ -	\$ -	\$ 1,798	\$ (1,798)
Landscape Maintenance	\$ 150,000	\$ 112,500	\$ 121,250	\$ (8,750)
Landscape Contingency	\$ 15,000	\$ 11,250	\$ 20,986	\$ (9,736)
Irrigation Repairs	\$ -	\$ -	\$ 7,449	\$ (7,449)
Landscape Inspections	\$ 13,500	\$ 10,125	\$ -	\$ 10,125
Lake Maintenance	\$ 15,939	\$ 11,954	\$ 15,795	\$ (3,841)
Contingency	\$ 20,000	\$ 15,000	\$ 448	\$ 14,552
Subtotal	\$ 273,489	\$ 205,117	\$ 251,863	\$ (46,746)
Amenity Expenses				
Dues, License, Permits	\$ 2,000	\$ 1,500	\$ 250	\$ 1,250
Pest Control	\$ 1,000	\$ 750	\$ -	\$ 750
Pool Maintenance	\$ -	\$ -	\$ 1,400	\$ (1,400)
Pool Chemicals	\$ 10,000	\$ 7,500	\$ -	\$ 7,500
Janitorial	\$ -	\$ -	\$ 1,250	\$ (1,250)
Contingency	\$ 1,000	\$ 750	\$ -	\$ 750
Fitness Equipment	\$ -	\$ -	\$ 7,063	\$ (7,063)
Subtotal	\$ 14,000	\$ 10,500	\$ 9,964	\$ 536
Total O&M Expenses:	\$ 287,489	\$ 215,617	\$ 261,826	\$ (46,210)
Total Expenditures	\$ 407,079	\$ 306,853	\$ 334,485	\$ (27,632)
Excess Revenues (Expenditures)	\$ -		\$ (5,449)	
Fund Balance - Beginning	\$ -		\$ 83,480	
Fund Balance - Ending	\$ -		\$ 78,031	

Seminole Palms

Community Development District

Debt Service Fund - Series 2023

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
Revenues:				
Special Assessments	\$ 406,058	\$ 266,613	\$ 266,613	\$ -
Prepayments	\$ -	\$ -	\$ 353,262	\$ 353,262
Assessments - Lot Closing	\$ -	\$ -	\$ 81,284	\$ 81,284
Interest	\$ -	\$ -	\$ 18,072	\$ 18,072
Total Revenues	\$ 406,058	\$ 266,613	\$719,231	\$ 452,617
Expenditures:				
Interest Expense 11/1	\$ 155,580	\$ 155,580	\$ 147,930	\$ 7,650
Special Call 11/1	\$ -	\$ -	\$ 305,000	\$ (305,000)
Special Call 2/1	\$ -	\$ -	\$ 220,000	\$ (220,000)
Interest Expense 2/1	\$ -	\$ -	\$ 3,048	\$ (3,048)
Special Call 5/1	\$ -	\$ -	\$ 120,000	\$ (120,000)
Principal Expense 5/1	\$ 90,000	\$ 90,000	\$ 90,000	\$ -
Interest Expense 5/1	\$ 157,718	\$ 157,718	\$ 133,376	\$ 24,342
Total Expenditures	\$ 403,299	\$ 403,298	\$ 1,019,354	\$ (616,056)
Other Financing Sources:				
Transfer In/(Out)	\$ -	\$ -	\$ (7,353)	\$ (7,353)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (7,353)	\$ (7,353)
Excess Revenues (Expenditures)	\$ 2,759		\$ (307,476)	
Fund Balance - Beginning	\$ -		\$ 834,517	
Fund Balance - Ending	\$ 2,759		\$ 527,041	

Seminole Palms

Community Development District

Debt Service Fund - Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2026

	Adopted	Prorated Budget	Actual	
	Budget	Thru 06/30/26	Thru 06/30/26	Variance
Revenues:				
Special Assessments	\$ 1,316,510	\$ 1,136,260	\$ 1,136,260	\$ -
Prepayments	\$ -	\$ -	\$ 1,108,072	\$ 1,108,072
Assessments - Lot Closing	\$ -	\$ -	\$ 76,605	\$ 76,605
Interest	\$ -	\$ -	\$ 47,701	\$ 47,701
Total Revenues	\$ 1,316,510	\$ 1,136,260	\$2,368,638	\$ 1,232,379
Expenditures:				
Interest Expense 11/1	\$ 511,053	\$ 511,053	\$ 504,031	\$ 7,022
Special Call 11/1	\$ -	\$ -	\$ 405,000	\$ (405,000)
Special Call 2/1	\$ -	\$ -	\$ 95,000	\$ (95,000)
Interest Expense 2/1	\$ -	\$ -	\$ 1,254	\$ (1,254)
Special Call 5/1	\$ -	\$ -	\$ 780,000	\$ (780,000)
Principal Expense 5/1	\$ 285,000	\$ 285,000	\$ 285,000	\$ -
Interest Expense 5/1	\$ 517,394	\$ 517,394	\$ 490,806	\$ 26,588
Total Expenditures	\$ 1,313,448	\$ 1,313,447	\$ 2,561,091	\$ (1,247,644)
Other Financing Sources:				
Transfer In/(Out)	\$ -	\$ -	\$ (51,514)	\$ (51,514)
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ (51,514)	\$ (51,514)
Excess Revenues (Expenditures)	\$ 3,062		\$ (243,967)	
Fund Balance - Beginning	\$ 266,799		\$ 1,846,633	
Fund Balance - Ending	\$ 269,861		\$ 1,602,666	

Seminole Palms

Community Development District

Capital Projects Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2026

	Series	Series	Capital
	2023	2024	Projects
<u>Revenues:</u>			
Interest	\$ 2,814	\$ 208,880	\$ -
Developer Contributions	\$ -	\$ -	\$ 130,427
Total Revenues	\$ 2,814	\$ 208,880	\$ 130,427
<u>Expenditures:</u>			
Capital Outlay - Construction	\$ -	\$ 2,018,443	\$ 130,427
Total Expenditures	\$ -	\$ 2,018,443	\$ 130,427
<u>Other Financing Sources:</u>			
Transfer In/(Out)	\$ -	\$ 51,514	\$ 7,353
Total Other Financing Sources (Uses)	\$ -	\$ 51,514	\$ 7,353
Excess Revenues (Expenditures)	\$ 2,814	\$ (1,758,050)	\$ 7,353
Fund Balance - Beginning	\$ (458,262)	\$ 8,326,586	\$ -
Fund Balance - Ending	\$ (455,448)	\$ 6,568,536	\$ 7,353

Seminole Palms
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>													
Special Assessments	\$ 18	\$ 129	\$ 4,112	\$ 68,464	\$ 19,843	\$ 6,831	\$ 585	\$ 125,612	\$ 1,293	\$ -	\$ -	\$ -	\$ 226,887
Developer Contributions	\$ 6,234	\$ -	\$ 34,558	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,792
Assessments - Lot Closings	\$ 4,592	\$ 2,356	\$ 14,233	\$ 12,935	\$ 17,696	\$ 3,005	\$ 5,962	\$ -	\$ 577	\$ -	\$ -	\$ -	\$ 61,356
Total Revenues	\$ 10,844	\$ 2,485	\$ 52,903	\$ 81,399	\$ 37,540	\$ 9,836	\$ 6,547	\$ 125,612	\$ 1,870	\$ -	\$ -	\$ -	\$ 329,036
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200	\$ 200	\$ -	\$ -	\$ -	\$ 600
Engineering	\$ -	\$ 683	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 683
Dissemination Agent	\$ 7,000	\$ 292	\$ 625	\$ 1,125	\$ 625	\$ 625	\$ 625	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ 12,167
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 2,097	\$ 777	\$ 128	\$ 285	\$ 408	\$ 470	\$ 811	\$ 1,193	\$ -	\$ -	\$ -	\$ -	\$ 6,167
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ -	\$ -	\$ -	\$ 3,600
Trustee Fees	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ 7,500
Management Fees	\$ 4,000	\$ 3,556	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ 3,333	\$ -	\$ -	\$ -	\$ 30,889
Administrative Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accounting Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Website Administration	\$ 1,515	\$ 47	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ 2,262
Information Technology	\$ -	\$ 70	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ 1,120
Postage	\$ 15	\$ 81	\$ 4	\$ 20	\$ -	\$ -	\$ 3	\$ 4	\$ 95	\$ -	\$ -	\$ -	\$ 223
Copies	\$ -	\$ -	\$ 87	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ 3	\$ -	\$ -	\$ -	\$ 91
Insurance	\$ 5,732	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,732
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64	\$ -	\$ -	\$ -	\$ 64
Other Current Charges	\$ 127	\$ 127	\$ 345	\$ 134	\$ 113	\$ 113	\$ 113	\$ 113	\$ 163	\$ -	\$ -	\$ -	\$ 1,347
Office Supplies	\$ -	\$ -	\$ 0	\$ -	\$ 4	\$ 34	\$ 0	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ 39
Dues, Licenses & Subscriptions	\$ -	\$ -	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 24,436	\$ 5,631	\$ 4,948	\$ 5,148	\$ 4,733	\$ 4,825	\$ 5,135	\$ 9,468	\$ 8,334	\$ -	\$ -	\$ -	\$ 72,659
<u>Operation and Maintenance</u>													
Field Expenses													
Field Management	\$ -	\$ -	\$ -	\$ -	\$ 2,500	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ -	\$ -	\$ -	\$ 7,500
Streetlights - Electric	\$ 1,138	\$ 1,890	\$ 1,890	\$ 4,039	\$ 2,148	\$ 2,148	\$ 2,148	\$ 2,702	\$ 2,702	\$ -	\$ -	\$ -	\$ 20,807
Irrigation - Water	\$ 5,007	\$ 4,700	\$ 6,911	\$ -	\$ 3,698	\$ 7,113	\$ -	\$ 5,459	\$ 13,618	\$ -	\$ -	\$ -	\$ 46,506
Property Insurance	\$ -	\$ 1,767	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,557	\$ -	\$ -	\$ -	\$ -	\$ 9,324
Repairs and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,798	\$ -	\$ -	\$ -	\$ -	\$ 1,798
Landscape Maintenance	\$ 13,300	\$ 13,300	\$ 13,300	\$ 13,300	\$ 13,300	\$ 14,850	\$ 13,300	\$ 13,300	\$ 13,300	\$ -	\$ -	\$ -	\$ 121,250
Landscape Contingency	\$ 6,685	\$ 10,125	\$ -	\$ 1,681	\$ 650	\$ 350	\$ 975	\$ 520	\$ -	\$ -	\$ -	\$ -	\$ 20,986
Irrigation Repairs	\$ -	\$ 2,000	\$ 945	\$ 3,489	\$ 725	\$ 290	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,449
Lake Maintenance	\$ 1,755	\$ 1,755	\$ 1,755	\$ 1,755	\$ 1,755	\$ 1,755	\$ 1,755	\$ 1,755	\$ 1,755	\$ -	\$ -	\$ -	\$ 15,795
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 448	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 448
Subtotal	\$ 27,885	\$ 35,537	\$ 24,801	\$ 24,264	\$ 24,776	\$ 27,756	\$ 19,876	\$ 34,341	\$ 32,626	\$ -	\$ -	\$ -	\$ 251,863

Seminole Palms
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Amenity Expenses													
Dues, License, Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	250	\$ -	\$ -	\$ -	250
Pest Control	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,400	\$ -	\$ -	\$ -	1,400
Pool Chemicals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Janitorial	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,250	\$ -	\$ -	\$ -	1,250
Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fitness Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,707	3,357	\$ -	\$ -	\$ -	7,063
Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,707	6,257	\$ -	\$ -	\$ -	9,964
Total O&M Expenses:	\$ 27,885	\$ 35,537	\$ 24,801	\$ 24,264	\$ 24,776	\$ 27,756	\$ 19,876	\$ 38,048	\$ 38,883	\$ -	\$ -	\$ -	261,826
Total Expenditures	\$ 52,321	\$ 41,169	\$ 29,750	\$ 29,412	\$ 29,509	\$ 32,581	\$ 25,011	\$ 47,515	\$ 47,217	\$ -	\$ -	\$ -	334,485
Excess Revenues (Expenditures)	\$ (41,477)	\$ (38,684)	\$ 23,153	\$ 51,987	\$ 8,031	\$ (22,746)	\$ (18,464)	\$ 78,097	\$ (45,347)	\$ -	\$ -	\$ -	(5,449)

Seminole Palms

Community Development District

Long Term Debt Report

Series 2023, Special Assessment Bonds

Interest Rates:	4.750%, 5.500%, 5.700%
Maturity Date:	5/1/2053
Reserve Fund Definition	Maximum Annual Debt Service
Reserve Fund Requirement	\$328,358
Reserve Fund Balance	\$399,395
Bonds Outstanding - 06/15/23	\$6,020,000
Principal Payment - 5/1/24	(\$85,000)
Special Call - 11/01/24	(\$40,000)
Special Call - 02/01/24	(\$120,000)
Principal Payment - 5/1/25	(\$270,000)
Special Call - 8/1/25	(\$170,000)
Special Call - 11/01/25	(\$305,000)
Special Call - 2/1/26	(\$220,000)
Special Call - 5/1/26	(\$120,000)
Principal Payment - 5/1/26	(\$90,000)
Current Bonds Outstanding	\$4,600,000

Series 2024, Special Assessment Bonds

Interest Rates:	4.450%, 5.200%, 5.500%
Maturity Date:	5/1/2055
Reserve Fund Definition	Maximum Annual Debt Service
Reserve Fund Requirement	\$1,174,540
Reserve Fund Balance	\$1,271,280
Bonds Outstanding - 09/03/24	\$19,550,000
Special Call - 8/01/25	(\$505,000)
Special Call - 11/01/25	(\$405,000)
Special Call - 02/01/26	(\$95,000)
Special Call - 05/01/26	(\$780,000)
Principal Payment - 5/1/26	(\$285,000)
Current Bonds Outstanding	\$17,480,000

Seminole Palms
Community Development District
Special Assessment Receipts
Fiscal Year 2026

ON ROLL ASSESSMENTS

Gross Assessments	\$	110,183.52	\$	194,467.68	\$	79,787.00	\$	384,438.20
Net Assessments	\$	103,572.51	\$	182,799.62	\$	74,999.78	\$	361,371.91

							29%	51%	21%	100%
Date	Dist.	Gross Amount	Discount	Commision	Interest	Net Receipts	General Fund	Series 2023	Series 2024	Total
10/16/25	Check 69611	\$ 18.09	\$ -	\$ -	\$ -	\$ 18.09	\$ 18.09	\$ -	\$ -	\$ 18.09
10/30/25	Check 8222	\$ 128.69	\$ -	\$ -	\$ -	\$ 128.69	\$ 128.69	\$ -	\$ -	\$ 128.69
11/17/25	Check 69724	\$ 10,602.09	\$ -	\$ (212.04)	\$ -	\$ 10,390.05	\$ 2,977.88	\$ 5,255.80	\$ 2,156.37	\$ 10,390.05
11/26/25	Check 69777	\$ 4,206.40	\$ (168.26)	\$ (80.76)	\$ -	\$ 3,957.38	\$ 1,134.22	\$ 2,001.84	\$ 821.32	\$ 3,957.38
12/15/25	Check 69924	\$ 243,751.15	\$ -	\$ (4,875.03)	\$ -	\$ 238,876.12	\$ 68,464.09	\$ 120,835.25	\$ 49,576.78	\$ 238,876.12
1/28/26	Check 70158	\$ 69,235.30	\$ -	\$ -	\$ -	\$ 69,235.30	\$ 19,843.47	\$ 35,022.61	\$ 14,369.22	\$ 69,235.30
3/3/26	Check 70366	\$ 24,586.76	\$ (268.20)	\$ (486.37)	\$ -	\$ 23,832.19	\$ 6,830.52	\$ 12,055.49	\$ 4,946.18	\$ 23,832.19
3/27/26	Check 70496	\$ 2,103.20	\$ (21.03)	\$ (41.65)	\$ -	\$ 2,040.52	\$ 584.83	\$ 1,032.20	\$ 423.49	\$ 2,040.52
4/29/26	Check 70700	\$ 4,468.50	\$ -	\$ (89.37)	\$ -	\$ 4,379.13	\$ 1,255.10	\$ 2,215.18	\$ 908.85	\$ 4,379.13
6/2/26	Check 70901	\$ 4,604.42	\$ -	\$ (92.09)	\$ -	\$ 4,512.33	\$ 1,293.27	\$ 2,282.56	\$ 936.50	\$ 4,512.33
						\$ -	\$ -	\$ -	\$ -	\$ -
Total		\$ 363,704.60	\$ (457.49)	\$ (5,877.31)	\$ -	\$ 357,369.80	\$ 102,530.16	\$ 180,700.93	\$ 74,138.71	\$ 357,369.80

99%	Net Percentage Collected
\$ 4,002.11	Balance Remaining To Collect

DIRECT BILL ASSESSMENTS

CRE-KL Seminole Woods Owner LLC								
2026-01				Net Assessment:	\$ 1,556,581.33	\$	282,349.33	\$ 112,298.00 \$ 1,161,934.00
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	2023 Debt Service 2024 Debt Service		
5/11/26	4/1/26	49722	\$ 822,181.53	\$ 822,181.53	\$ 124,357.28	\$ 42,950.00	\$ 654,874.25	
	9/1/26		\$ 553,715.03		\$ 124,357.28	\$ 44,370.00	\$ 384,987.75	
				\$1,375,896.56	\$ 822,181.53	\$ 248,714.56	\$ 87,320.00	\$ 1,039,862.00

Lot Closings		
Date Received	Amount Received	Address
10/1/25	\$1,755.07	80, 84, 131, 263, 276, 284 Montgomery Ct
10/7/25	\$601.05	81, 282 Montgomery Ct
10/24/25	\$601.05	
10/24/25	\$1,779.11	157, 158, 159 Seminole Palms Phase 2
10/30/25	\$1,634.84	63-66, 26, 28, 30, 32 Alexander Lane
11/5/25	\$2,356.12	78, 79, 83, 139, 278, 288, 283, 286 Montgomery Ct
11/14/25	\$601.05	81 Enclave at Seminole Palms
11/15/25	\$10,049.57	5-13, 32-381 153 Seminole Palms Phase 1
11/19/25	\$1,803.15	76, 77, 138, 292, 290, 281 Montgomery Ct
12/5/25	\$6,010.50	Enclave at Seminole Palms
12/16/25	\$577.01	85, 274 Montgomery Ct
12/23/25	\$2,356.12	90, 93, 132, 136, 129, 135 Sago Ct, 269, 277 Montgomery Ct
1/5/26	\$1,634.84	59-62, 36, 38, 40, 42 Alexander Lane
1/5/26	\$2,356.12	86, 88, 92, 94, 272, 268 Montgomery Ct; 131, 127 Sago Ct
1/26/26	\$17,696.20	
3/6/26	\$2,404.20	63, 145, 78, 79 Enclave at Seminole Palms
3/16/26	\$601.05	137, 279 Montgomery Court
3/30/26	\$1,202.10	130, 133, 134, 135, 233, 309, 261, 271, 273, 275 Montgomery Ct
3/30/26	\$2,452.26	53-58, 46, 48, 50, 52, 54, 56 Alexander Lane
3/30/26	\$2,308.04	130, 133, 134, 135, 233, 309, 261, 271, 273, 275 Montgomery Ct
5/27/26	\$577.01	91, 133 SAGO Ct
\$61,356.46		

SECTION 3

SEMINOLE PALMS COMMUNITY DEVELOPMENT DISTRICT

AMENITIES RULES

PART 1: Seminole Palms Community Development District
Amenity Operating Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2025)

Effective Date: _____, 2026

In accordance with Chapters 190 and 120, *Florida Statutes*, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Seminole Palms Community Development District adopted the following rules to govern the operation of the District’s Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

DEFINITIONS

The following definitions shall apply to these rules in their entirety:

“Amenities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the District’s clubhouse and swimming pool, together with their appurtenant areas, facilities, equipment, and any other appurtenances.

“Amenities Rules” or “Rules” – shall mean all rules of the District, as amended from time to time, governing the use of the amenities, including but not limited to these “Amenity Operating Rules,” the “Rule for Amenities Rates,” and the “Disciplinary and Enforcement Rule.”

“Annual User Fee” – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District’s Rule for Amenities Rates.

“Board of Supervisors” or “Board” – shall mean the Board of Supervisors of the District.

“District” – shall mean the Seminole Palms Community Development District.

“Amenity Manager” – shall mean the professional management company with which the District (or its designee) has contracted to provide amenity management services to the District (i.e., Governmental Management Services).

“Family” – shall mean a group of individuals living under one roof or head of household. This can 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.

“Guest” – shall mean any person, other than a Patron, who is expressly authorized by the District to use the Amenities, or invited and accompanied for the day by a Patron to use the Amenities.

“Non-Resident” – shall mean any person that does not own property within the District.

“Non-Resident Patron” – shall mean any person or Family not owning property in the District who is paying the Annual User Fee to the District, and who is therefore a Patron for purposes of these Rules.

“Patron” or “Patrons” – shall mean Residents, Non-Resident Patrons, and Renters.

“Renter” – shall mean any tenant residing in a Resident’s home pursuant to a valid rental or lease agreement.

“Resident” – shall mean any person or Family owning property within the District.

AUTHORIZED USERS

Generally. Only Patrons and Guests, as set forth herein, have the right to use the Amenities.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District’s annual assessment collection resolution and typically will be included on the Resident’s property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30.

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident's privileges to use the Amenities.

1. 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 and privileges to use the Amenities as the Resident.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. 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. Resident owners are responsible for the department of their respective Renter.
4. Renters shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Guests. Except as otherwise provided for herein, each Patron may bring a maximum of five Guests to the Amenities, provided however that Guests must be accompanied by the Patron 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 five Guest limitation on the total number of Guests that a Patron may bring on behalf of that Patron's particular residence or household – e.g., a Patron Family consisting of four people cannot bring up to five Guests each for a total of twenty Guests, but instead can only bring a total of five Guests on behalf of the entire household. The District may also in its discretion invite Guests as part of any community programming activities. Applicable fees may apply. Guests shall be subject to all rules, including but not limited to the Rules, as the Board may adopt from time to time.

Registration / Disclaimer. In order to use the Amenities, each Patron, all members of a Patron's Family, and all Guests shall register with the District by executing a Consent and Waiver Agreement, a copy of which is attached hereto as **Exhibit A**, along with any other paperwork that may be required by the Amenity Manager.

ACCESS CARDS

Every home is entitled to two Access Cards, free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional Access Cards if lost or stolen are \$25 each, lost or stolen access cards will be disabled. The maximum number of Access Cards per household is limited to two (2). Resale buyers are required to contact management for new Access Cards if not passed on from seller. All resale buyers must re-register the old Access Cards. Buyer is required to register with the Amenity Manager to ensure Access Cards are transferred to new owners.

GENERAL PROVISIONS

All Patrons and Guests using the Amenities are expected to conduct themselves in a responsible, courteous and safe manner, in compliance with all Rules of the District.

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. 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.

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 POOL, ETC. 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. THE DISTRICT STRONGLY ENCOURAGES PARENTS AND LEGAL GUARDIANS TO ACCOMPANY AND SUPERVISE THEIR MINOR CHILDREN WHILE AT THE AMENITIES.

Emergencies: After contacting 911 if required, all emergencies and injuries must be reported to the office of the Amenity Manager at Governmental Management Services.

Hours of Operation. All hours of operation of the Amenities will be established and published by the District. The Amenities will be open 5:30am – 10:00pm daily. The Amenities will be closed on the following holidays: Easter, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. The District may restrict access or close some or all of the Amenities for purposes of providing a community activity, for making improvements, for conducting maintenance, or other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Except as otherwise expressly stated herein, the following additional guidelines govern the use of all of the Amenities:

1. ***Guests.*** Guests must be accompanied by a Patron while using the Amenities.
2. ***Minors.*** Because the Amenities are not supervised, and for safety reasons, minors age 10 or younger must be accompanied by a responsible adult when using the outdoor Amenities. Notwithstanding the foregoing, because of the particular risks associated with water activities, minors under age 15 must be accompanied by a responsible adult when using the amenity center club room, gym and pool. As noted above, parents and legal guardians are responsible for their minor children

who use the Amenities, and the District strongly encourages parents and legal guardians to accompany and supervise their minor children while at the Amenities.

3. **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the restroom areas.
4. **Food and Drink.** Food and drink will be limited to designated areas only.
5. **Alcohol.** Alcoholic beverages shall not be served or sold, nor permitted to be consumed on the premises of the Amenities.
6. **No Smoking.** Except in designated areas, smoking (including e-cigarettes) is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the Amenity Manager.
7. **Pets.** With the exception of service animals, pets are only permitted in designated areas, and they are not permitted indoors or inside the gates of the amenity center facility. Where service animals are permitted on the grounds, they must be leashed. Patrons are responsible for picking up after all pets as a courtesy to others and in accordance with the law.
8. **Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. Golf carts, off-road bikes/vehicles (including ATV's), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.
9. **Skateboards, Etc.** Bicycles, skateboards, rollerblades, scooters, hover boards and other similar uses are limited to designated outdoor areas only and shall not be permitted inside the amenity center gates.
10. **Fireworks.** Fireworks of any kind are not permitted anywhere on the Amenities or adjacent areas on District property.
11. **Service Areas.** Only District employees and staff are allowed in the service areas of the Amenities.
12. **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect.
13. **Profanity.** Loud, profane or abusive language is prohibited.
14. **Horseplay.** Disorderly conduct and horseplay are prohibited.
15. **Equipment.** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons are encouraged to let the staff know if an area of the Amenities or a piece of equipment is in need of cleaning or maintenance.
16. **Littering.** Patrons are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.

17. ***Solicitation and Advertising.*** Commercial advertisements shall not be posted or circulated in the Amenities. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Amenities property unless approved in writing by the District.
18. ***Firearms.*** Firearms are not permitted in any of the Amenities or on any District property in each case to the extent such prohibitions are permitted under Florida law. Among other prohibitions, no firearms may be carried to any meeting of the District's Board of Supervisors.
19. ***Trespassing / Loitering.*** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
20. ***Compliance with Laws.*** All Patrons and Guests shall abide by and comply with any and all federal, state and local laws and ordinances, as well as any District rules and Rules, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
21. ***Surveillance.*** Various areas of all Amenities are under twenty-four (24) hour video surveillance.
22. ***Lost Property.*** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for up to one month.

SWIMMING POOL

The following Rules apply to the District's pool:

1. ***Swim at Your Own Risk.*** The pool areas are not supervised, and so all Patrons use the pool at their own risk.
2. ***Operating Hours.*** The pool areas are open from dawn to dusk only. No one is permitted in the pool at any other time unless a specific event is scheduled.
3. ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades, hover boards, skate boards or other similar items are permitted on the pool deck.
4. ***Food and Drink.*** Patrons are permitted to bring their own snacks and water to the pool; however, no food or beverages are permitted in the pool or the pool wet deck area, as defined by Florida law. Glass containers or breakable objects of any kind are not permitted.
5. ***Unsafe Behavior.*** No pushing, running, horseplay or other similarly unsafe behavior is allowed in the pool or on the pool deck area.
6. ***Diving.*** Diving is strictly prohibited at the pool.
7. ***Noise.*** Radios, tape players, CD players, MP3 players and televisions, and the like are not permitted unless they are personal units equipped with headphones.
8. ***Aquatic Toys and Recreational Equipment.*** Prohibited items include, but are not limited to, large floats, rafts, inner tubes, scuba gear, squirt guns, swim fins, balls, frisbees, inflatable objects, or other similar water play items. Exceptions are small

personal floatation devices for swimming assistance, kickboards, masks, goggles, pool noodles, dive sticks, snorkels and water wings.

9. **Entrances.** Pool entrances, including stairs and ladders, must be kept clear at all times.
10. **Railings.** No swinging on ladders, fences, or railings is allowed.
11. **Pool Furniture.** Pool furniture is not to be removed from the pool area or placed in the pool.
12. **Chemicals.** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
13. **Pets.** Pets, (with the exception of service animals), are not permitted on the pool deck area inside the pool gates at any time.
14. **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
15. **Parties.** Parties at the pool are prohibited, and participants may be asked to leave by the Amenity Manager.
16. **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
17. **Swim Diapers.** All persons who are not reliably toilet trained must wear swim diapers and a swimsuit over the swim diaper. If contamination occurs, the pool will be closed for twenty four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
18. **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
19. **Reservation of Tables or Chairs.** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them, except for up to thirty minutes.
20. **Pool Closure.** The pool may close due to weather warnings, fecal accidents, chemical balancing, or general maintenance and repairs.
21. **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty 30 minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
22. **Swim Instruction.** Except as expressly authorized by the District, swim instruction for fees, or solicitation of swim instruction for fees, is prohibited.
23. **ADA Compliant Chair Lift.** The chair lift(s) in the pool area are provided pursuant to the Americans with Disabilities Act. They are to be used only to facilitate usage of the pool by disabled individuals. Any use of the chair lift for other than its intended purpose is strictly prohibited.

LAKE OR POND AREAS

The lakes and ponds throughout the community are not designed for swimming or boating. However, Patrons and their Guests may use the ponds for fishing as set forth herein. (NOTE: Only Patrons and their Guests are authorized to use the ponds for fishing, and any access by non-Patrons is prohibited.) We ask that you respect your fellow landowners and access the ponds through the proper access points. The District has a catch and release policy for all fish caught in the ponds. The ponds are not intended for anything but catch and release, as they are mostly retention ponds and man-made lakes. The purpose of the ponds is to help facilitate the District's natural water system for run off and overflow. The ponds are not to State code for keeping your catch so please protect yourself and the fish population and return them to the water.

The following additional guidelines apply:

1. Please be respectful of the privacy of the residents living near the ponds.
2. Pets must be accompanied and in their owners control at all times around ponds.
3. Parking along the county right of way or on any grassed area near the ponds is prohibited. It is recommended that Patrons wishing to fish walk or ride bicycles to the ponds.
4. Do not leave fishing poles, lines, equipment or bait unattended.
5. Do not leave any litter. Fishing line is hazardous to wildlife.
6. Do not feed the wildlife anything, ever.
7. Fish caught from the lakes may not be edible since the lakes are designed to detain pollutants. Catch and release is required.
8. Swimming is prohibited in all ponds on District property.
9. No watercrafts of any kind are allowed in any of the ponds on District property.
10. Licensing requirements from other governmental agencies may apply. Check the regulations.
11. Fishing is permitted by poles only. No cast nets are permitted.

PLAYGROUND

The community provides playground areas for Patrons and Guests to enjoy with their children. The following guidelines apply:

1. **Footwear.** Proper footwear is required and no loose clothing especially with strings should be worn.
2. **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
3. **Food & Drinks.** No food, alcoholic drinks or gum are permitted at the playground.
4. **Animals.** No pets of any kind are permitted at the playground, with the exception of service animals.

5. **Glass Containers.** No glass containers are permitted at the playground.
6. **No Jumping.** No jumping off from any climbing bar or platform.
7. **Disruptive Behavior.** Profanity, rough-housing, and disruptive behavior are prohibited.
8. **Equipment.** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.

RENTALS

The following applies to the rental of the Amenities:

1. **Patrons Only.** Unless otherwise directed by the District, only Patrons ages 18 or older may reserve the Amenities for parties and events. Please contact the Amenity Manager in order to determine availability of the Amenities for any particular reservation. All rentals are subject to availability and the discretion of District Staff.
2. **Amenities Available for Rental.** The types of Amenities available for rental are described in the rule for Amenities Rates. The only amenity available for exclusive resident rental is the indoor club room. Rental of the indoor clubroom does not include access to the pool or any other amenity. Unless specified otherwise by the Board, rentals of the District's Amenities for the purposes of conducting commercial activities is prohibited.
3. **Payment & Registration.** Patrons interested in renting the Amenities may reserve a desired rental date and time up to two (2) times per month on a first-come, first-served basis up to three (3) months in advance of such desired rental date. To reserve a desired rental date and time ("**Rental Date**"), Patrons must submit to the District a completed "**Rental Agreement**" (in the form attached hereto as **Exhibit B**) and a check in the full amount of the "**Deposit**" as specified in the Rules. A desired Rental Date will NOT be reserved until both the completed Rental Agreement and Deposit are received by the District. The Amenity Manager will review the Rental Agreement and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, the Patron must submit a check to the Amenity Manager for the full amount of the "**Rental Fee**" as specified in the Rules, as well as a Certificate of Insurance (if applicable), or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Rental Agreement and a check in the total amount of both the Deposit and Rental Fee (as well as a Certificate of Insurance, if applicable).
4. **Event Host.** Each application shall provide the name and contact information of a Patron who shall act as the "**Event Host.**" The Event Host must be at least 18 years of age and be present for the entire event, and shall be responsible for ensuring that only guests of the event are permitted access to the Amenities rented, shall

ensure that all cleaning obligations have been completed, and shall serve as the District's point of contact for communication regarding the event. If no Event Host is specified on the Rental Agreement, the Patron submitting the Rental Agreement shall be considered the Event Host.

5. **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for a Patron to receive a refund of the Deposit.
6. **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the rented Amenities have been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must (to the extent applicable):
 - a. Remove all garbage, place in designated trash bins located in the pool pack, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Wipe off counters, table tops, and the sink area;
 - e. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
 - f. Lock all doors after the last guest leaves; and
 - g. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the Amenity Manager.
 - h. Resident and guests follow all amenity center rules and policies
7. **Additional Cleaning or Damage.** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
8. **Duration of Rentals.** Unless otherwise authorized by the Amenity Manager, the Amenities may be rented for parties and events during normal operating hours, which shall be established by the Amenity Manager. Each rental shall be for up to four (4) hours, and all times shall be inclusive of set-up and clean-up time. Additional fees may be charged for rentals that extend beyond the reserved hours. In no event shall parties and events, including clean-up, extend beyond 10 p.m.
9. **Capacity.** The Amenities capacity limit(s) shall not be exceeded at any time for a party or event. The capacity limits are as displayed in the clubhouse.
10. **Noise.** The volume of live or recorded music must not violate applicable noise ordinances, or unreasonably interfere with residents' enjoyment of their homes and staff offices.
11. **Alcohol.** Patrons must indicate on the rental form if they intend to serve or permit consumption of alcoholic beverages at an event taking place at the rented Amenities. If the Patron desires to serve or sell alcohol at an event, he or she must hire a licensed and insured vendor of alcoholic beverages, and must provide proof

of this to the Amenity Manager prior to the event. Patrons who rent the Amenities and desire to allow their guests to consume alcohol on a “bring your own beverage” or “BYOB” basis must provide proof of insurance coverage to the Amenity Manager prior to the event. Anyone that appears to be excessively intoxicated or under the influence of drugs will be asked to leave the Amenities. Insurance requirements are as follows, and may be modified from time to time in the District’s discretion:

- a. BYOB Alcohol: Patron must provide proof of a Homeowner’s Insurance Rider/Endorsement providing special event coverage
- b. Serving/Selling Alcohol: Patron must submit proof of at least the following special events insurance coverage: \$250,000 Property Damage; \$1,000,000 Personal Injury; Alcohol Rider; District named as additional insured. This coverage may be satisfied by insurance held by the licensed and insured vendor of alcoholic beverages.

12. **Insurance.** Additional liability insurance coverage may be required for all events that are approved to serve or allow consumption of alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance.

PROPERTY DAMAGE

Each Patron shall be liable for any property damage at the Amenities caused by him or her, his or her Guests, or members of his or her Family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Patron and Guest, as a condition of invitation to the premises of the Amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the Amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

ANY PATRON, GUEST, OR OTHER PERSON WHO PARTICIPATES IN THE ACTIVITIES (AS DEFINED BELOW), SHALL DO SO AT HIS OR HER OWN RISK, AND SHALL INDEMNIFY, DEFEND, RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE THE DISTRICT AND ITS CONTRACTORS, AND THE PRESENT, FORMER, AND FUTURE SUPERVISORS, STAFF, OFFICERS, EMPLOYEES, REPRESENTATIVES, AGENTS, AND CONTRACTORS OF EACH (TOGETHER, “INDEMNITEES”), FOR ANY AND ALL LIABILITY, CLAIMS, LAWSUITS, ACTIONS, SUITS OR DEMANDS, WHETHER KNOWN OR UNKNOWN, IN LAW OR EQUITY, BY ANY INDIVIDUAL OF ANY AGE, OR ANY CORPORATION OR OTHER ENTITY, FOR ANY AND ALL LOSS, INJURY, DAMAGE, THEFT, REAL OR PERSONAL PROPERTY DAMAGE, EXPENSES (INCLUDING ATTORNEY’S 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, IN WHOLE OR IN PART, THE PARTICIPATION IN THE ACTIVITIES, BY SAID PATRON, GUEST, OR OTHER PERSON, AND ANY OF HIS OR HER GUESTS AND ANY MEMBERS OF HIS OR HER FAMILY.

SHOULD ANY PATRON, GUEST, OR OTHER PERSON, BRING SUIT AGAINST THE INDEMNITEES IN CONNECTION WITH THE ACTIVITIES OR RELATING IN ANY WAY TO THE AMENITIES, AND FAIL TO OBTAIN JUDGMENT THEREIN AGAINST THE INDEMNITEES, SAID PATRON, GUEST, OR OTHER PERSON SHALL BE LIABLE TO THE DISTRICT FOR ALL ATTORNEY'S FEES, COSTS, AND OTHER EXPENSES FOR INVESTIGATION AND DEFENSE AND IN CONNECTION WITH, AMONG OTHER PROCEEDINGS, ALTERNATIVE DISPUTE RESOLUTION, TRIAL COURT, AND APPELLATE PROCEEDINGS. THE WAIVER OF LIABILITY CONTAINED HEREIN DOES NOT APPLY TO ANY ACT OF INTENTIONAL, WILLFUL OR WANTON MISCONDUCT BY THE INDEMNITEES.

FOR PURPOSES OF THIS SECTION, THE TERM "ACTIVITIES," SHALL MEAN THE USE OF OR ACCEPTANCE OF THE USE OF THE AMENITIES, OR ENGAGEMENT IN ANY CONTEST, GAME, FUNCTION, EXERCISE, COMPETITION, SPORT, EVENT, OR OTHER ACTIVITY OPERATED, ORGANIZED, ARRANGED OR SPONSORED BY THE DISTRICT, ITS CONTRACTORS OR THIRD PARTIES AUTHORIZED BY THE DISTRICT.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Rules shall not affect the validity or enforceability of the remaining provisions, or any part of the Rules not held to be invalid or unenforceable.

AMENDMENTS / WAIVERS

The Board in its sole discretion may amend these Rules from time to time. The Board may also elect in its sole discretion at any time to grant waivers to any of the provisions of these Rules.

ATTACHMENT A: Amenity Facility Card and Waiver

PART 2: Seminole Palms Community Development District
Rule for Amenities Rates

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2025)

Effective Date: _____, 2026

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Seminole Palms Community Development District adopted the following rules to govern rates for the District's Amenities. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

1. **Introduction.** This rule addresses various rates, fees and charges associated with the Amenities.

2. **Definitions.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Amenity Operating Rules of Seminole Palms Community Development District, as amended from time to time.

3. **Annual User Fee.** For Non-Resident Patrons, the Annual User Fee is equal to the average annual operation and maintenance assessment and debt assessment related to the Amenities and as established by the District in connection with the adoption of the District's annual fiscal year budgets. For Residents, the Annual User Fee is paid when the Resident makes payment for the Resident's annual operation and maintenance assessment, and debt service assessment, for the property owned by the Resident.

4. **Reservation Rates for Clubhouse.** Any patron wishing to have the exclusive use of any room or area within the clubhouse must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Indoor Club Room	\$25/hour (maximum four (4) hours)	\$200

* Rate and deposit based on facility being rented, type of event, and staffing needs.

5. **Miscellaneous Fees.**

Item	Fee
Replacement of Damaged, Lost, or Stolen Access Card	\$25
Insufficient Funds Fee (for submitting an insufficient funds check)	

6. **Homeowner's Association Meetings.** Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowner's association located within the boundaries of the District is permitted one free meeting per month, subject to availability.

7. **Additional Costs.** The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. **Adjustment of Rates.** The Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than ten percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. **Prior Rules; Rules.** The District's prior rules setting amenities rates are hereby rescinded. The District's Amenities Rules, as may be amended from time to time, govern all use of the Amenities.

10. **Severability.** The invalidity or unenforceability of any one or more provisions of this rule shall not affect the validity or enforceability of the remaining portions of this rule, or any part of this rule not held to be invalid or unenforceable.

PART 3: Seminole Palms Community Development District

Disciplinary and Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2025)

Effective Date: _____, 2026

In accordance with Chapters 190 and 120, Florida Statutes, and at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Seminole Palms Community Development District adopted the following rules to govern disciplinary and enforcement matters. All prior rules of the District governing this subject matter are hereby superseded on a going forward basis.

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. All capitalized terms not otherwise defined herein have the definitions ascribed to them in the District's Amenity Operating Rules.

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, and Amenity Manager, shall have the right to restrict, suspend, or terminate the Amenities 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. Exhibits unsatisfactory behavior, deportment or appearance;
- c. Fails to pay amounts owed to the District in a proper and timely manner;
- d. Fails to abide by any District rules and policies;
- e. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- f. Damages or destroys District property; or
- g. 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.

4. Authority of Amenity Manager. The Amenity Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those

described above, any person's (and his/her family's) privileges to use any or all of the District Amenities for a period to be established by the Amenity Manager. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

5. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney's fees as a contractual lien or as otherwise provided pursuant to Florida law.

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. **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, paragraph, clause or provision.

SECTION 4

**NOTICE OF MEETING DATES
SEMINOLE PALMS
COMMUNITY DEVELOPMENT DISTRICT
Fiscal Year 2027**

The Board of Supervisors of the *Seminole Palms Community Development District* will hold the remainder of their regularly scheduled public meetings for **Fiscal Year 2027** at **12:30 pm, or shortly thereafter as reasonably possible, at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida 32164**, on the third Friday of every month as follows:

**October 16, 2026
November 20, 2026
December 18, 2026
January 15, 2027
February 19, 2027
March 19, 2027
April 16, 2027
May 21, 2027
June 18, 2027
July 16, 2027
August 20, 2027
September 17, 2027**

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the meeting agenda may be obtained from the District Manager's Office at 219 E. Livingston Street, Orlando, FL 32801; by calling (407) 841-5524, during normal business hours, or via the District's website at <https://seminolepalmscdd.com>.

The meetings may be continued to a date, time, and place as evidenced by motion of the majority of Board Members participating. There may be occasions when one or more Supervisors will participate by telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodation to participate in this meeting is asked to advise the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service (800) 955-8770, who can aid you in contacting the District Office.

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

Jeremy LeBrun
District Manager
Governmental Management Services - Central Florida, LLC