

*Hamilton Bluff  
Community Development District*

*Meeting Agenda*

*February 3, 2026*

# AGENDA

# *Hamilton Bluff*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

January 27, 2026

### **Board of Supervisors Meeting Hamilton Bluff Community Development District**

Dear Board Members:

A Board of Supervisors meeting of the **Hamilton Bluff Community Development District** will be held on **Tuesday, February 3, 2026 at 10:00 AM at 346 E. Central Ave., Winter Haven, FL 33880.**

**Zoom Video Link:** <https://us06web.zoom.us/j/86135111284>

**Call-In Information:** 1-646-876-9923

**Meeting ID:** 861 4041 2026

Following is the advance agenda for the meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of the December 2, 2025 Board of Supervisors Meeting
4. Consideration of Equipment Lease/Purchase Agreement for Pool Furniture at Amenity
5. Consideration of Resolution 2026-03 Setting a Public Hearing on the Adoption of Amenity Rules and Rates
6. Consideration of 2026 Contract Agreement with Polk County Property Appraiser
7. Ratification of 2026 Data Sharing and Usage Agreement with Polk County Property Appraiser
8. Presentation of Arbitrage Rebate Report from AMTEC for Series 2024 Assessment Area One Project Bonds
9. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. Field Manager's Report
    - i. Consideration of Proposal for Increase in Landscape Services Contract from Prince and Sons to Accommodate New Areas Throughout District
  - D. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet & Income Statement
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

# MINUTES

**MINUTES OF MEETING  
HAMILTON BLUFF  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hamilton Bluff Community Development District was held on **Tuesday, December 2, 2025** at 10:00 a.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum were:

|                 |                     |
|-----------------|---------------------|
| Lauren Schwenk  | Vice Chairperson    |
| Bobbie Shockley | Assistant Secretary |
| Lindsey Roden   | Assistant Secretary |
| Emily Hazelrig  | Assistant Secretary |

Also, present were:

|                  |                                    |
|------------------|------------------------------------|
| Jill Burns       | District Manager, GMS              |
| Meredith Hammock | District Counsel, Kilinski Van Wyk |
| Joey Duncan      | District Engineer, Dewberry        |
| Marshall Tindall | Field Manager, GMS                 |

*The following is a summary of the discussions and actions taken at the December 2, 2025, Hamilton Bluff Community Development District's Regular Board of Supervisors' Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order at 10:01 a.m. and called roll. Four Supervisors were present in person constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no public members present at the meeting or via Zoom.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the October 7, 2025 Board of Supervisors Meeting**

Ms. Burns presented the minutes from the October 7, 2025, Board of Supervisors meeting. She asked for any questions, comments, or corrections to the minutes. The Board had no changes to the minutes.

On MOTION by Ms. Shockley, seconded by Ms. Roden, with all in favor, the Minutes from the October 7, 2025 Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS**

**Public Hearing**

**A. Public Hearing on the Adoption of Amended and Restated Rules of Procedure for the District**

Ms. Burns stated that the public hearing had been advertised. She asked for a motion to open the public hearing.

On MOTION by Ms. Shockley, seconded by Ms. Hazelrig, with all in favor, Opening the Public Hearing, was approved.

**i. Consideration of Resolution 2026-02 Adopting Amended and Restated Rules of Procedure for the District**

Ms. Burns presented Resolution 2026-02 adopting the amended and restated rules of procedure for the District to the Board. She stated that this provides updates for recent statutory changes as well as a few cleanup items.

On MOTION by Ms. Shockley, seconded by Ms. Roden, with all in favor, Resolution 2026-02 Adopting Amended and Restated Rules of Procedure for the District, was approved.

Ms. Burns asked for a motion to close the public hearing.

On MOTION by Ms. Roden, seconded by Ms. Shockley, with all in favor, Closing the Public Hearing, was approved.

**FIFTH ORDER OF BUSINESS**

**Ratification of Audit Services Engagement Letter for Fiscal Year 2025 Audit**

Ms. Burns stated that the Audit Services Engagement Letter for Fiscal Year 2025 audit had already been executed. She noted that it is with DMHB and it does not exceed \$3,1500. She asked for a motion to ratify.

On MOTION by Ms. Shockley, seconded by Ms. Hazelrig, with all in favor, the Audit Services Engagement Letter for Fiscal Year 2025 Audit, was ratified.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Hammock stated she had nothing to report. She reminded the Board that their ethics training is required to be completed by the end of the month.

**B. Engineer**

Mr. Duncan had nothing further to report.

**C. Field Manager's Report**

Mr. Tindall stated that they had outlets added to some of the entrance lights to accommodate holiday decorations that were installed. He noted that they are still waiting for an electrician to install one of the lights so that an outlet could be added. He added that the lights were plugged in, so most of the entrances outside of Redwood Lane were completed.

Mr. Tindall noted that contracted services overall look good. He stated that the approved palm injections and annuals are being scheduled, with the annuals being scheduled for spring to allow time for all the initial plantings to go in. He noted that since they are still working, they don't want to put annuals in and have them get trampled so they will start in the spring. He added that there are a lot of new plantings being done up and down the main boulevard and some other areas, including the parks. He stated that those are being monitored with the vendor to ensure that they are detailed once ready and there might be an adjustment on price to accommodate all those, which they will assess once all those are finished.

Mr. Tindall stated that they have some signs that have been knocked down or bent, which is not unusual with construction and large vehicles coming and going. He noted that they have

some of those marked for repairs and they will get them done as soon as possible. He added that they have had a dog park that has been added, but they are still missing sod, and they will keep tabs on that as it goes along.

**D. District Manager’s Report**

**i. Approval of Check Register**

Ms. Burns stated that the check register is included in the agenda package for review. She added that if anyone had questions, she would be happy to answer.

On MOTION by Ms. Shockley, seconded by Ms. Schwenk, with all in favor, the Check Register, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Burns stated the financial statements are included. She offered to take any questions. These are for informational purposes, no action necessary.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

There being no comments, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisors’ Request and Audience Comments**

There being no comments, the next item followed.

**NINTH ORDER OF BUSINESS**

**Adjournment**

The meeting was adjourned.

On MOTION by Ms. Roden, seconded by Ms. Hazelrig, with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION IV

**POOL FURNITURE EQUIPMENT LEASE/PURCHASE  
AGREEMENT**

This Pool Furniture Equipment Lease/Purchase Agreement (“Agreement”) dated as of February \_\_\_\_, 2026, and entered into by and between BOWPROP II, LLC, a Florida limited liability company, as Lessor (“Lessor”), and the HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government and political subdivision of the State of Florida, organized and existing under the laws of the State of Florida, as Lessee (“Lessee”).

**WITNESSETH:**

**WHEREAS**, Lessee desires to lease and acquire from Lessor certain equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of, and for the purposes set forth in this Lease; and in the event of a conflict, the terms of a Schedule prevail; and

**WHEREAS**, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

**WHEREAS**, Lessee is authorized under the constitution and laws of the State of Florida to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

**ARTICLE I**

**DEFINITIONS**

**Section 1.01 Definitions.** The following terms will have the meanings indicated below unless the context clearly requires otherwise:

**“Acquisition Amount”** means the amount specified in the Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$10.

**“Acquisition Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Acquisition Fund Agreement”** means, with respect to this Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by the Lessee, the Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered, if any.

**“Acquisition Fund Custodian”** means the Acquisition Fund Custodian identified in any

Acquisition Fund Agreement, and its successors and assigns.

**“Acquisition Period”** means, with respect to this Lease, that period stated in the Schedule to the Lease during which the Lease Proceeds attributable to the Lease may be expended on Equipment Costs.

**“Agreement”** means this Pool Furniture Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.06.

**“Certificate”** means the certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C.

**“Code”** means Title 26 of the U.S. Code, except where otherwise indicated.

**“Commencement Date”** means the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in this Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

**“Equipment”** means the property listed in the Lease and all replacements, repairs, restorations, modifications and improvements hereof or thereto made pursuant to Section 8.01 of Article V. Whenever reference is made in this Agreement to Equipment listed in this Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

**“Equipment Costs”** means the total cost of the Equipment listed in this Lease, including all delivery charges, installation charges, capitalizable consulting and training fees, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in the Lease.

**“Expense Fund”** means, with respect to this Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

**“Event of Default”** means an Event of Default described in Section 12.01.

**“Lease”** means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule.

**“Lease Proceeds”** means, with respect to this Lease, the total amount of money to be paid by Lessee to Lessor the in accordance with the Agreement.

**“Lease Term”** for the Lease shall begin on the Commencement Date thereof and continue as specified in the Schedule applicable thereto.

“**Lessee**” means the entity or entities referred to as Lessee in the first paragraph of this Agreement.

“**Lessor**” means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include Lessee, any party taking a leasehold interest in the Equipment or any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

“**Maximum Equipment Cost**” means \$46,140.17.

“**Purchase Price**” means, with respect to the Equipment listed on this Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

“**Rental Payments**” means the basic rental payments payable by Lessee under this Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

“**Schedule**” means each separately numbered Schedule of Property substantially in the form of **Exhibit A** hereto together with a Rental Payment Schedule attached thereto substantially in the form of **Exhibit A-1** hereto.

“**State**” means the State of Florida.

“**Utilization Period**” means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under this Lease as indicated in Section 3.04(b).

“**Vendor**” means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee’s acquisition and financing of the Equipment pursuant to the applicable Lease.

## ARTICLE II

### COVENANTS

**Section 2.01 Representations and Covenants of Lessee.** Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of the Lease as follows:

(a) Lessee is a political subdivision of the State within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and the Lease and the transactions contemplated hereby and to perform all of its obligations hereunder.

(b) Lessee has duly authorized the execution and delivery of this Agreement and this Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by

other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and this Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a political subdivision.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the Lease and the acquisition by Lessee of the Equipment as provided in the Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of any interest in the Equipment prior to the last Rental Payment scheduled to be paid under each Lease.

(g) Lessee shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 270 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 30 days of the adoption thereof. The annual audited financial statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.

(i) Lessee has an immediate need for the Equipment listed on the Schedule and expects to make immediate use of the Equipment listed on the Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term .

(j) The payment of the Rental Payments or any portion thereof is not (under the terms of this Lease or any underlying arrangement) directly or indirectly (a) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (b) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used,

directly or indirectly, to make or finance loans to any person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(k) There is no pending litigation, tax claim, proceeding or dispute that Lessee reasonably expects will materially and adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

### ARTICLE III

#### LEASE

**Section 3.01 Lease of Equipment.** Subject to the terms of this Agreement, Lessor agrees to provide the funds specified in this Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of this Lease, Lessor leases and lets to Lessee, and Lessee rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

**Section 3.02 Continuation of Lease Term.** Lessee intends to continue the Lease Term and to pay the Rental Payments thereunder. Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of the Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

**Section 3.03 Abatement.** During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the Lessee's obligation to pay rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement of the Lessee's obligation to pay rent shall be such that the remaining rental obligation of the Lessee for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i) the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or

condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining Equipment. To the extent applicable, Lessee waives any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

**Section 3.04 Conditions to Lessor's Performance.**

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to this Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, if applicable;

(iii) A Certificate executed by the Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) Proof of official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) Evidence of insurance as required by Section 7.02 hereof;

(vi) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;

(vii) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to this Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than \_\_\_\_\_ (the "Utilization Period").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in the Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) Lessee will cooperate with Lessor in Lessor's review of this proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning

the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

## ARTICLE IV

### PAYMENT AND PREPAYMENT OF RENT

**Section 4.01 Rental Payments.** Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in this Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the stated rate plus ten percent [10%] per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under this Lease. Rental Payments consist of principal and interest payments as more fully detailed on the Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

**Section 4.02 Interest and Principal Components.** A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. The Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

**Section 4.03 Rental Payments to Constitute a Current Expense of Lessee.** Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under this Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of any general tax revenues, funds or moneys of Lessee.

**Section 4.04 Rental Payments to be Unconditional.** Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in this Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by Lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

**Section 4.05 Tax Covenant.** Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes. Lessee makes no representation as to the excludability of any interest payment from federal, state, or local taxation.

**Section 4.06 Event of Taxability.** Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will not pay any additional amount.

For purposes of this Section, “Event of Taxability” means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee’s action or failure to take any action.

**Section 4.07 Mandatory Prepayment.** If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule in inverse order of maturity.

## ARTICLE V

### THE EQUIPMENT

**Section 5.01 Delivery, Installation and Acceptance of Equipment.** (a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith (which amounts may be funded from the Acquisition Fund or amounts from the Acquisition Fund will be used to reimburse Lessee for any prior payment from Lessee’s own funds). When the Equipment listed in this Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as **Exhibit B**.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within five (5) business days of receipt.

**Section 5.02 Enjoyment of Equipment.** Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have, hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

**Section 5.03 Location; Inspection.** Once installed, no item of the Equipment will be moved from the location specified for it in the Lease on which such item is listed without Lessor’s consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of

Lessee for the purpose of inspecting the Equipment.

**Section 5.04 Use and Maintenance of the Equipment.** Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

## ARTICLE VI

### TITLE AND SECURITY

**Section 6.01 Title to the Equipment.** During the Lease Term, all right, title and interest in and to each item of the Equipment shall be vested in Lessor. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's right, title and interest in the Equipment subject to the related Lease.

**Section 6.02 Security Interest.** As additional security for the payment of all of Lessee's obligations under this Lease, upon the execution of this Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) Lessee's right, title and interest in the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund, if any, and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

**Section 6.03 Personal Property.** The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

## ARTICLE VII

### TAXES, CHARGES AND INSURANCE

**Section 7.01 Liens, Taxes, Other Governmental Charges and Utility Charges.** Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by this Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during the Lease Term.

**Section 7.02 Insurance.** Lessee shall during the Lease Term maintain or cause to be maintained casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then-applicable Purchase Price of the Equipment; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described herein. Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout the Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least thirty (30) days in advance of such cancellation or modification.

**Section 7.03 Advances.** In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of ten percent (10%) per annum or the maximum amount permitted by law, whichever is less.

## ARTICLE VIII

### DAMAGE TO AND REPLACEMENT OF EQUIPMENT

**Section 8.01 Damage, Destruction and Condemnation.** Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the “Replaced Equipment”) pursuant to this Section, the replacement equipment (the “Replacement Equipment”) shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value and useful life than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor’s title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute “Equipment” for purposes of this Agreement and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term “Net Proceeds” shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys’ fees, incurred in the collection thereof.

**Section 8.02 Insufficiency of Net Proceeds.** If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor’s interest in the Equipment shall terminate as provided in Section 6.01. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under

Article IV.

## ARTICLE IX

### WARRANTIES

**Section 9.01 Disclaimer of Warranties.** Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Agreement, this Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or Lease.

**Section 9.02 Vendor's Warranties.** Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to this Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

## ARTICLE X

### PURCHASE OF EQUIPMENT

**Section 10.01 Purchase Option.** Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least thirty (30), but not more than one hundred twenty (120), days before the date of purchase, at the following times and upon the following terms:

(a) From and after the date specified in the related Schedule (the "Purchase Option Commencement Date"), on the Rental Payment dates specified in the Lease, upon payment in full of the Rental Payments then due under such Lease plus the then applicable Purchase Price, which may include a prepayment premium on the unpaid balance as set forth in the applicable Schedule; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental

Payments then due and all other amounts then owing under the Lease, and the payment of \$10.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

## ARTICLE XI

### ASSIGNMENT

**Section 11.01 Assignment by Lessor.** Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under the Lease, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however*, that any such assignment, transfer or conveyance to a trustee for the benefit of owners of certificates of participation shall be made in a manner that conforms to any applicable State law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however*, that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however*, that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of the Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in the Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease. Lessor acknowledges and agrees that any assignment under this Section shall not, and shall not purport to, alter or modify in any respect Lessee's obligations to perform in accordance with the terms of this Agreement and the related Lease in accordance with their terms as originally executed. Any assignment under this Section shall be subject to the condition that Lessee shall incur no costs nor

be required to provide or execute any documents or participate in any manner in connection with such assignment, and Lessor and any such assignee shall be solely responsible for compliance with all securities and other laws in connection with such assignment. Lessor acknowledges that this Agreement and the Lease has not been and will not be registered under the Securities Act of 1933 or any state securities laws and that Lessee has not and will not prepare any offering or disclosure materials or documents for use in connection with this Agreement or any assignment under this Section.

**Section 11.02 Assignment and Subleasing by Lessee.** None of Lessee's right, title, and interest in, to and under this Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

## ARTICLE XII

### DEFAULTS AND REMEDIES

**Section 12.01 Events of Default Defined.** Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under this Lease at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to this Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness or pursue other remedies;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a

voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of thirty (30) consecutive days.

**Section 12.02 Remedies on Default.** Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and

(d) By action pursuant to Florida law, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

**Section 12.03 No Remedy Exclusive.** No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Lease now or hereafter existing at law or in equity, provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any

Rental Payment or other amount payable not then in default to be immediately due and payable. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

**Section 12.04 Application of Moneys.** Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

## ARTICLE XIII

### MISCELLANEOUS

**Section 13.01 Notices.** All notices, certificates or other communications under this Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

**Section 13.02 E-Verify.** The Lessor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, Lessor 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 Lessor anticipates entering into agreements with a subcontractor for services under this Agreement, Lessor 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. Lessor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the Lessee 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, Lessor shall be liable for any additional costs incurred by the Lessee because of the termination. If the Lessee has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Lessor has otherwise complied with its obligations hereunder, the Lessee shall promptly notify the Lessor. The Lessor agrees to immediately terminate the agreement with the subcontractor upon notice from the Lessee.

**Section 13.03 Release and Indemnification.** To the extent permitted by law, but only from legally available funds, without waiving available insurance coverage, and only up to the monetary limits of liability granted in Section 768.28, *Florida Statutes*, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in the Lease or any material misrepresentation contained in the Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason. Notwithstanding the foregoing, nothing herein shall be deemed as a waiver of the Lessee 's sovereign immunity or the Lessee's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, 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 13.04 Binding Effect.** This Agreement and Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

**Section 13.05 Severability.** In the event any provision of this Agreement and/or Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

**Section 13.06 Amendments, Changes and Modifications.** This Agreement and Lease may only be amended by Lessor and Lessee in writing.

**Section 13.07 Execution in Counterparts.** This Agreement and Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**Section 13.08 Applicable Law.** This Agreement and Lease shall be governed by and construed in accordance with the laws of the State.

**Section 13.09 Captions.** The captions or headings in this Agreement and in this Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections herein.

*[Signatures on following page]*

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

**LESSOR:**  
BOWPROP II, LLC  
P.O. Box 1912  
Winter Haven, Florida 33880

**LESSEE:**  
Hamilton Bluff Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT A**

**SCHEDULE OF PROPERTY NO. 1**

**Dated: February , 2026**

Re: Pool Furniture Equipment Lease/Purchase Agreement, dated as of February \_\_\_\_, 2026, by and between BOWPROP II, LLC as Lessor, and the Hamilton Bluff Community Development District, as Lessee

**1. Defined Terms.** All terms used herein have the meanings ascribed to them in the above-referenced Pool Furniture Equipment Lease/Purchase Agreement (the “Pool Furniture Equipment Lease”).

**2. Equipment.** The following items of Equipment are hereby included under this Schedule of the Pool Furniture Equipment Lease:

[See Attached Exhibit A-2]

**3. Payment Schedule.**

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

**4. Representations, Warranties and Covenants.** Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Pool Furniture Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee’s financial condition has occurred since the date of the Pool Furniture Equipment Lease.

**5. The Lease.** The terms and provisions of the Pool Furniture Equipment Lease are hereby incorporated into this Schedule by reference and made a part hereof.

**[Remainder of Page Intentionally Left Blank]**

**6. Purchase Option Commencement Date.** For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is February \_\_\_\_\_, 2026.

**LESSOR:**  
BOWPROP II, LLC  
P.O. Box 1912  
Winter Haven, Florida 33883

**LESSEE:**  
Hamilton Bluff Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attention: District Manager

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

This Counterpart No. 1 must be manually executed and in serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than this Counterpart No. 1.

**EXHIBIT A-1  
RENTAL PAYMENT SCHEDULE**

**Hamilton Bluff Community Development**

| <i>Period Ending</i> | <i>Principal</i> | <i>Coupon</i> | <i>Interest</i> | <i>Debt Service</i> |
|----------------------|------------------|---------------|-----------------|---------------------|
| 04/01/2026           | 595.84           | 10.000%       | 384.50          | 980.34              |
| 05/01/2026           | 600.81           | 10.000%       | 379.54          | 980.35              |
| 06/01/2026           | 605.81           | 10.000%       | 374.53          | 980.34              |
| 07/01/2026           | 610.86           | 10.000%       | 369.48          | 980.34              |
| 08/01/2026           | 615.95           | 10.000%       | 364.39          | 980.34              |
| 09/01/2026           | 621.08           | 10.000%       | 359.26          | 980.34              |
| 10/01/2026           | 626.26           | 10.000%       | 354.08          | 980.34              |
| 11/01/2026           | 631.48           | 10.000%       | 348.86          | 980.34              |
| 12/01/2026           | 636.74           | 10.000%       | 343.60          | 980.34              |
| 01/01/2027           | 642.05           | 10.000%       | 338.29          | 980.34              |
| 02/01/2027           | 647.40           | 10.000%       | 332.94          | 980.34              |
| 03/01/2027           | 652.79           | 10.000%       | 327.55          | 980.34              |
| 04/01/2027           | 658.23           | 10.000%       | 322.11          | 980.34              |
| 05/01/2027           | 663.72           | 10.000%       | 316.62          | 980.34              |
| 06/01/2027           | 669.25           | 10.000%       | 311.09          | 980.34              |
| 07/01/2027           | 674.83           | 10.000%       | 305.52          | 980.35              |
| 08/01/2027           | 680.45           | 10.000%       | 299.89          | 980.34              |
| 09/01/2027           | 686.12           | 10.000%       | 294.22          | 980.34              |
| 10/01/2027           | 691.84           | 10.000%       | 288.50          | 980.34              |
| 11/01/2027           | 697.60           | 10.000%       | 282.74          | 980.34              |
| 12/01/2027           | 703.42           | 10.000%       | 276.93          | 980.35              |
| 01/01/2028           | 709.28           | 10.000%       | 271.06          | 980.34              |
| 02/01/2028           | 715.19           | 10.000%       | 265.15          | 980.34              |
| 03/01/2028           | 721.15           | 10.000%       | 259.19          | 980.34              |
| 04/01/2028           | 727.16           | 10.000%       | 253.18          | 980.34              |
| 05/01/2028           | 733.22           | 10.000%       | 247.12          | 980.34              |
| 06/01/2028           | 739.33           | 10.000%       | 241.01          | 980.34              |
| 07/01/2028           | 745.49           | 10.000%       | 234.85          | 980.34              |
| 08/01/2028           | 751.70           | 10.000%       | 228.64          | 980.34              |
| 09/01/2028           | 757.97           | 10.000%       | 222.38          | 980.35              |
| 10/01/2028           | 764.28           | 10.000%       | 216.06          | 980.34              |
| 11/01/2028           | 770.65           | 10.000%       | 209.69          | 980.34              |
| 12/01/2028           | 777.07           | 10.000%       | 203.27          | 980.34              |
| 01/01/2029           | 783.55           | 10.000%       | 196.79          | 980.34              |
| 02/01/2029           | 790.08           | 10.000%       | 190.26          | 980.34              |
| 03/01/2029           | 796.66           | 10.000%       | 183.68          | 980.34              |
| 04/01/2029           | 803.30           | 10.000%       | 177.04          | 980.34              |
| 05/01/2029           | 810.00           | 10.000%       | 170.35          | 980.35              |
| 06/01/2029           | 816.75           | 10.000%       | 163.60          | 980.35              |
| 07/01/2029           | 823.55           | 10.000%       | 156.79          | 980.34              |
| 08/01/2029           | 830.41           | 10.000%       | 149.93          | 980.34              |
| 09/01/2029           | 837.34           | 10.000%       | 143.01          | 980.35              |
| 10/01/2029           | 844.31           | 10.000%       | 136.03          | 980.34              |
| 11/01/2029           | 851.35           | 10.000%       | 128.99          | 980.34              |
| 12/01/2029           | 858.44           | 10.000%       | 121.90          | 980.34              |
| 01/01/2030           | 865.60           | 10.000%       | 114.75          | 980.35              |
| 02/01/2030           | 872.81           | 10.000%       | 107.53          | 980.34              |
| 03/01/2030           | 880.08           | 10.000%       | 100.26          | 980.34              |
| 04/01/2030           | 887.42           | 10.000%       | 92.92           | 980.34              |
| 05/01/2030           | 894.81           | 10.000%       | 85.53           | 980.34              |
| 06/01/2030           | 902.27           | 10.000%       | 78.07           | 980.34              |
| 07/01/2030           | 909.79           | 10.000%       | 70.55           | 980.34              |
| 08/01/2030           | 917.37           | 10.000%       | 62.97           | 980.34              |
| 09/01/2030           | 925.02           | 10.000%       | 55.33           | 980.35              |
| 10/01/2030           | 932.72           | 10.000%       | 47.62           | 980.34              |
| 11/01/2030           | 940.50           | 10.000%       | 39.85           | 980.35              |
| 12/01/2030           | 948.33           | 10.000%       | 32.01           | 980.34              |
| 01/01/2031           | 956.24           | 10.000%       | 24.11           | 980.35              |
| 02/01/2031           | 964.21           | 10.000%       | 16.14           | 980.35              |
| 03/01/2031           | 972.24           | 10.000%       | 8.10            | 980.34              |
|                      | 46,140.17        |               | 12,680.35       | 58,820.52           |

**EXHIBIT A-2  
EQUIPMENT**

| <p>patio showcase<br/>13655 belcher rd south<br/>largo fl 33771<br/>727-531-2260</p>  | <h2 style="margin: 0;">Estimate</h2> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: black; color: white; padding: 2px;">Number</td> <td style="padding: 2px;">hamilton</td> </tr> <tr> <td style="background-color: black; color: white; padding: 2px;">Date</td> <td style="padding: 2px;">8/12/2025</td> </tr> </table> | Number              | hamilton  | Date           | 8/12/2025  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
|---|---|---------------------|---|----------------|--|-----------------|---------|----------------------|----------------|------------------|-------------|----------------------------------|------------|--------------|----------------|-------|----------|--|------------|-------|------------------|----|----------|--|------------|---------|--------------------|----|----------|--|-------------|-----|--------------------|------|----------|--|----------|--|----------------|--|--------|--|--------|--|------------------------|--|--------|--|--------|--|--|------|--------|---|--------|--|--|--|--------|--|--------|
| Number  | hamilton  |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| Date  | 8/12/2025   |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>Bill To</b></td> <td style="padding: 2px;">hamilton bluffs odd</td> </tr> </table>  | <b>Bill To</b>  | hamilton bluffs odd | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>Ship To</b></td> <td style="padding: 2px;">hamilton bluffs ammenity</td> </tr> </table> | <b>Ship To</b> | hamilton bluffs ammenity   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <b>Bill To</b>  | hamilton bluffs odd   |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <b>Ship To</b>  | hamilton bluffs ammenity  |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: black; color: white;"> <th>PO Number</th> <th>Terms</th> <th>Customer #</th> <th>Ship</th> <th>Via</th> <th>Project</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td>deliver</td> <td>our truck</td> <td></td> </tr> </tbody> </table>  |   | PO Number           | Terms   | Customer #     | Ship   | Via             | Project |                      |                |                  | deliver     | our truck                        |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| PO Number   | Terms   | Customer #          | Ship  | Via            | Project  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
|   |   |                     | deliver   | our truck      |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
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| Item #  | Description   | Quantity            | Price Each  | Tax1           | Amount   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| AP-RD-42HFU   | 42" poly table  | 8                   | \$477.18  |                | \$3,817.44   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| AP-RD-20HF  | 20" poly table  | 29.00               | \$143.27  |                | \$4,154.83   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| D-750   | lb diamond chair  | 32                  | \$233.45  |                | \$7,470.40   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| L-716-7   | armless 16" chaise  | 70                  | \$434.25  |                | \$30,397.50  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| DEL   | deliver and set up  | 1.00                | \$300.00  |                | \$300.00   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
|   | granite frames  |                     | \$0.00  |                | \$0.00   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
|   | #915 madras tweed surf  |                     | \$0.00  |                | \$0.00   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
|   |   | 0.00                | \$0.00  | ✓              | \$0.00   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
|   |   |                     | \$0.00  |                | \$0.00   |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>Amount Paid</b></td> <td style="padding: 2px;">\$0.00</td> </tr> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>Amount Due</b></td> <td style="padding: 2px;">\$46,140.17</td> </tr> </table>   | <b>Amount Paid</b>  | \$0.00              | <b>Amount Due</b>   | \$46,140.17    | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>Discount</b></td> <td style="padding: 2px;">\$0.00</td> </tr> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>Shipping Cost</b></td> <td style="padding: 2px;">\$0.00</td> </tr> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>Sub Total</b></td> <td style="padding: 2px;">\$46,140.17</td> </tr> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>Sales Tax 7.00% on \$0.00</b></td> <td style="padding: 2px;">\$0.00</td> </tr> <tr> <td style="background-color: black; color: white; padding: 2px;"><b>Total</b></td> <td style="padding: 2px;">\$46,140.17</td> </tr> </table> | <b>Discount</b> | \$0.00  | <b>Shipping Cost</b> | \$0.00         | <b>Sub Total</b> | \$46,140.17 | <b>Sales Tax 7.00% on \$0.00</b> | \$0.00     | <b>Total</b> | \$46,140.17    |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <b>Amount Paid</b>  | \$0.00  |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <b>Amount Due</b>   | \$46,140.17   |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <b>Discount</b>   | \$0.00  |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <b>Shipping Cost</b>  | \$0.00  |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <b>Sub Total</b>  | \$46,140.17   |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <b>Sales Tax 7.00% on \$0.00</b>  | \$0.00  |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |
| <b>Total</b>  | \$46,140.17   |                     |   |                |  |                 |         |                      |                |                  |             |                                  |            |              |                |       |          |  |            |       |                  |    |          |  |            |         |                    |    |          |  |             |     |                    |      |          |  |          |  |                |  |        |  |        |  |                        |  |        |  |        |  |  |      |        |   |        |  |  |  |        |  |        |

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**BOWPROP II, LLC**

P.O. Box 1912

Winter Haven, Florida 33883

Re: Schedule of Property No. 1, dated February \_\_\_\_, 2026, to Pool Furniture Equipment Lease/Purchase Agreement, dated as of February \_\_\_\_, 2026, between BOWPROP II, LLC, as Lessor, and the Hamilton Bluff Community Development District, as Lessee.

Ladies and Gentlemen:

In accordance with the Pool Furniture Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: February \_\_\_\_\_, 2026

LESSEE:  
Hamilton Bluff Community Development District

By \_\_\_\_\_

Title \_\_\_\_\_

**EXHIBIT C**

**CERTIFICATE**

The undersigned, a duly elected Chairman of the Board of Supervisors of the Hamilton Bluff Community Development District, certified as follows:

- A. The following listed persons are duly elected and acting officials of the
- B. Hamilton Bluff Community Development District, as Lessee (the "Officials") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof.

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Pool Furniture Equipment Lease/Purchase Agreement dated as of February \_\_\_\_, 2026 and the Schedule(s) thereunder and all future Schedule(s) (the "Agreements") by and between Lessee and BOWPROP II, LLC, and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

| Name of Official | Title | Signature |
|------------------|-------|-----------|
| _____            | _____ | _____     |
| _____            | _____ | _____     |
| _____            | _____ | _____     |

Dated \_\_\_\_\_ By \_\_\_\_\_  
Title \_\_\_\_\_  
(Seal)

The signer of this Certificate cannot be listed above as authorized to execute the Agreements.

# SECTION V

**RESOLUTION 2026-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE THE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZE PUBLICATION OF NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES, RATES, FEES AND CHARGES OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Hamilton Bluff Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within the Town of Lake Hamilton, Polk County, Florida; and

**WHEREAS**, the District’s Board of Supervisors (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, Florida Statutes, and to authorize user charges or fees; and

**WHEREAS**, the Board finds it is in the District’s best interests to set a public hearing to adopt the rules, rates, fees and charges set forth in **Exhibit A**, which relate to the District’s amenity facilities.

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

**SECTION 1.** A Public Hearing will be held to adopt the District’s Amenity Rules, Rates, and Disciplinary Rule on **Tuesday, April 7, 2026, at 10:00 a.m.**, at the **346 East Central Avenue, Winter Haven, Florida 33880**.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

**SECTION 3.** The District’s Board of Supervisors hereby adopts the policies attached as **Exhibit B** for use in the operation and management of the District’s property and facilities which policies may be changed from time to time without the need for a public hearing.

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

**PASSED AND ADOPTED** this 3<sup>rd</sup> day of February 2026.

**ATTEST:**

**HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

**EXHIBIT A**

Rates, fees, charges and Disciplinary Rule

| TYPE                                  | RATE                    |
|---------------------------------------|-------------------------|
| Annual User Fee                       | \$2,000.00 - \$4,000.00 |
| Replacement/Additional Access Card    | \$25.00                 |
| Returned Check/Insufficient Funds Fee | \$50.00                 |
| Administrative Fee                    | Up to \$500.00          |
| Rental Deposit                        | Up to \$250.00          |

**SUSPENSION AND TERMINATION OF PRIVILEGES**

**SUSPENSION AND TERMINATION OF ACCESS RULE**

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

Effective Date: \_\_\_\_\_, 2026

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 2026 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Hamilton Bluff Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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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 (“Amenity Center” or “Amenity Facilities”).

2. **General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. **Access Card.** Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. **Suspension and Termination of Rights.** The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;

- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;
- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

## 5. Suspension Procedures.

- a. **Immediate Suspension.** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. **Notice of Suspension.** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension

should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**6. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation (“Administrative Reimbursement”). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**7. Property Damage Reimbursement.** If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property (“Property Damage Reimbursement”). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. If a person’s Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person’s escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair,

and/or replace the property is known.

- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**9. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

**10. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

**11. Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**12. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

**13. 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.

**EXHIBIT B**  
Proposed Amenity Policies

**HAMILTON BLUFF  
COMMUNITY DEVELOPMENT  
DISTRICT**

**AMENITY POLICIES AND RATES**  
**Adopted \_\_\_\_\_, 2026<sup>1</sup>**

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<sup>1</sup> LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2025); In accordance with Chapter 190 of the Florida Statutes, and on \_\_\_\_\_, 2026, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Hamilton Bluff Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

## DEFINITIONS

**“Amenities” or “Amenity Facilities”**– means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the clubhouse, swimming pool, pool deck, playground, dog park, and lakes together with their appurtenant facilities and areas.

**“Amenity Policies” or “Policies” and “Amenity Rates”** – means these Amenity Policies and Rates of the Hamilton Bluff Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

**“Amenity Manager”** – means the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

**“Amenity Rates”** – means those rates and fees established by the District Board of Supervisors as provided in **Exhibit A** attached hereto.

**“Access Card”** – means an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

**“Board of Supervisors” or “Board”** – means the Board of Supervisors of the District.

**“District”** – means the Hamilton Bluff Community Development District.

**“District Staff”** – means the professional management company with which the District has contracted to provide management services to the District, including but not limited to: an Amenity Manager, Field Manager, Pool Attendants, Security Guards, District Manager, and District Counsel.

**“Guest”** – means any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited for a specific time period and purpose by a Patron to use the Amenities.

**“Homeowners Association” or “HOA” or “POA”** – means an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

**“Household”** – means a residential unit or a group of individuals residing within a Patron’s home. This does not include visiting friends, guests, relatives or extended family not permanently residing in the home. Upon the District’s request, proof of residency may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

**“Lakes”** – shall mean those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

**“Non-Resident”** – means any person who does not own property within the District.

**“Non-Resident Patron”** – means any person or Household not owning property in the District who paid the Annual User Fee to the District for use of all Amenity Facilities.

**“Non-Resident User Fee” or “Annual User Fee”** – means the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth

herein, and that amount is subject to change based on Board action. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

**“Patron”** – means Residents, Non-Resident Patrons, and Renters who have been assigned Resident’s Rights and Privileges through execution of the “Assignment of Amenity Rights and Privileges” form.

**“Renter”** – means a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required. Renters shall have Patron rights only upon execution of the “Assignment of Amenity Rights and Privileges” form.

**“Resident”** – means any person or Household owning property within the District.

The words “hereof,” “herein,” “hereto,” “hereby,” “hereinafter” and “hereunder” and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

## AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, as may be applicable.
- (2) **Use at your Own Risk.** ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE AMENITY POLICIES WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, 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 SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the Policies set forth herein and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies operation and maintenance special assessments (“O&M Assessments”) payable by property owners within the District, in accordance with the District’s annual budget and assessment resolutions adopted each fiscal year and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any O&M Assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident’s privileges to use the Amenities. Residents must complete the “Amenity Access Registration Form” prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive two (2) Access Cards.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment to the District. This Non-Resident User Fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron may accompany its Guests during its Guests’ use of the Amenities and in every event is responsible for all actions, omissions and negligence of such Guests, including Guests’ adherence or failure to adhere, to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron’s Amenity privileges. Exceeding the authorized number of Guests specified above

shall be grounds for suspension or termination of a Household's access and usage privileges.

- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident 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, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household upon notification of the District with sufficient proof of closing on a unit within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household under all circumstances.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be issued two (2) initial Access Cards free of charge. Replacement Access Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if an Access Card is lost or stolen. The lost or stolen Access Card will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access Card is reported as being lost or stolen.

## GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable facility, all outdoor Amenities are open only from dawn until dusk (unless herein otherwise noted). No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
  - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests should be accompanied by a Patron possessing a valid Access Card at all times or such Guest will be subject to confirmation of right to access the Amenities by District Staff.
  - (b) **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 for its intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
  - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
  - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs), golf carts and other electric vehicles 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.
  - (e) **Fireworks / Flames.** Fireworks or open flames of any kind are not permitted anywhere on District owned property or adjacent areas.
  - (f) **Skateboards, Etc.** Bicycles, scooters, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, tot lot, and sidewalks surrounding these areas.
  - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
  - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida law.
  - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
  - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
  - (k) **Bounce Houses and Other Structures.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in writing at least a week in advance of such request. Proof of liability insurance acceptable to the District shall also be required.

- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned into the Amenity Manager for storage in the lost and found, if one is available. Items will be stored in the lost and found for two (2) weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District Policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (p) **Courtesy.** Patrons and Guests shall treat all District Staff and their designees, other Patrons and Guests with courtesy and respect. If District Staff requests that a Patron or Guest leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity privileges.
- (q) **Profanity / Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

## SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in Florida law, including the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property absent express permission by the District subject to the provisions herein. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

## SERVICE ANIMAL POLICY

A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

## SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming is prohibited from 30 minutes before dusk until 30 minutes after dawn pursuant to the Florida Department of Health.
- (2) **Swim at Your Own Risk.** Lifeguards are not on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea 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.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **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. This policy shall be enforced in staffed and unmonitored and unstaffed Amenities.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **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.
- (15) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (16) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

- (17) **Pool Closure.** In addition to local municipal, county and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool will be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
  - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
  - Operational and mechanical treatments or difficulties affecting pool water quality.
  - For a reasonable period following any mishap that resulted in contamination of pool water.
  - Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District in writing.

## PLAYGROUND POLICIES

- (1) **Use at Own Risk.** Patrons may use the playgrounds and parks at their own risk and must comply with all posted signage.
- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children twelve (12) years of age or under. Children must always remain within the line of sight of the supervising adult. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing, especially with strings, should be worn.
- (5) **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.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, other than such water in non-breakable containers as may be necessary for reasonable hydration, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass.** No glass containers or objects are permitted. Patrons should notify District Staff if broken glass is observed at the playground or parks.

## DOG PARK POLICIES

- (1) **Use at Your Own Risk.** Patrons shall use the dog parks at their own risk and must comply with all posted signage. Patrons are responsible for the behavior of their dogs at all times. If any dog shows aggressive behavior, the owner must immediately remove the dog from the dog parks. Dogs displaying aggressive behavior, including but not limited to growling, biting, excessive barking, or fighting, must be removed immediately. The District reserves the right to ban dogs that demonstrate aggressive behavior from future use of the dog parks. The District is not responsible for injuries to visiting dogs, their owners, or others using the dog parks. The dog parks are exclusively for the use and enjoyment of Patrons' dogs and should not be used for other activities. Users are strongly encouraged to maintain appropriate liability coverage.
- (2) **Hours of Operation.** Unless otherwise posted, the dog park may be used from dawn to dusk.
- (3) **Supervision.** Patrons must be capable of exerting physical control over their dog or dogs. Dogs must be off leash when inside the park. Dogs should be under voice control and continuously supervised with a leash readily available if necessary. Dogs must be leashed while entering or exiting the dog parks. No more than three (3) dogs are permitted per handler.
- (4) **Reservations not Permitted.** The dog parks are available to all Patrons on a first-come, first-served basis and cannot be reserved for exclusive use.
- (5) **Attire.** Proper footwear and clothing should be worn while inside dog parks.
- (6) **Food and Toys Prohibited.** Any type of food, including dog food and treats, is prohibited at the dog parks. Dog toys and bones are not permitted inside the dog parks.
- (7) **Vaccinations.** Dogs must wear county-issued tags for vaccinations, including, but not limited to, rabies vaccination as required by law in Florida. The District reserves the right to request proof of current vaccinations.
- (8) **Prohibited.** Dogs in heat, dogs with aggressive behavior, and dogs under four (4) months of age are not permitted in the dog parks.
- (9) **Clean Up.** Patrons are responsible for removing or cleaning up any trash and must immediately dispose of dog waste and fill any holes dug by their dog(s).

## LAKES AND PONDS POLICIES

Lakes within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Boating (motorized and non-motorized), paddleboarding, and other recreational water activities are prohibited in District Lakes.
- (4) Patrons may fish from District Lakes in designated areas only. However, the District has a "catch and release" policy for all fish caught.
- (5) Pets are not allowed in District Lakes.
- (6) Owners of property abutting the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property. Further, all Owners shall not make improvements on private property that negatively affect the Lakes, including causing erosion or impairments to the Lakes as a stormwater system.
- (7) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (8) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (9) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (10) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (11) Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (12) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

## FACILITY RENTAL POLICIES

- (1) **Rentals; Patrons Only.** For the convenience and enjoyment of our Patrons, the multi-purpose room in the Clubhouse is available for rental during normal operating hours by Patrons in order to use the multi-purpose room on an exclusive basis for organized events. Unless otherwise directed by the District, only Patrons may rent the multi-purpose room. Patrons may not rent the multi-purpose room on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The pool and pool deck areas are NOT available for rental and shall remain open to other Patrons and their Guests during normal operating hours.
- (2) **Rental Reservation Process.** Patrons interested in renting the clubhouse may reserve a desired rental date and time on a first-come, first-serve basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time, Patrons must submit to the District Manager a completed Amenity Rental Form and a check in the full amount of the Deposit as specified in the Amenity Rates (“Rental Date”). A desired rental date will NOT be reserved until both the completed Amenity Rental Form and Deposit are received by District Staff. District Staff will review the Amenity Rental Form 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, Patron must submit a check to the District Manager for the full amount of the Rental Fee as specified in the Amenity Rates 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 Amenity Rental Form and a check in the total amount of both the Deposit and Rental Fee. NO EXCEPTIONS WILL BE MADE TO THE RENTAL RESERVATION PROCESS.
- (3) **Cancellations.** Cancellations must be made in writing and received by the District Manager at least fifteen (15) days in advance of the Rental Date in order for Patron to receive a refund of the Deposit.
- (4) **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the multi-purpose room has been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must:
  - i. Remove all garbage, place in dumpster, and replace garbage liners;
  - ii. Remove all decorations, event displays, and materials;
  - iii. Return all furniture and other items to their original position;
  - iv. Wipe off counters, table tops, and the sink area;
  - v. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used; and
  - vi. Otherwise, clean the multi-purpose room and restore it to the pre-rented condition, and to the satisfaction of District Staff.
- (5) **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.
- (6) **Duration of Events.** Unless otherwise authorized in writing by the District’s Board of Supervisors pursuant to a special request, rentals shall take place during normal business hours and be for a maximum of five (5) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or clean-up outside of the five (5) hour rental period.
- (7) **Noise.** The volume of any live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents’ use and enjoyment of their homes or the other Amenities.

- (8) **Capacity.** Under no circumstances shall the capacity limit of the multi-purpose room be exceeded during any rental.
- (9) **Insurance.** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.

# SUSPENSION AND TERMINATION OF PRIVILEGES

## SUSPENSION AND TERMINATION OF ACCESS RULE

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

Effective Date: \_\_\_\_\_, 2026

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**In accordance with Chapters 190 and 120 of the Florida Statutes, and on \_\_\_\_\_, 2026 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Hamilton Bluff Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.**

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**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 (“Amenity Center” or “Amenity Facilities”).

**2. General Rule.** All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

**3. Access Card.** Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

**4. Suspension and Termination of Rights.** The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

## **5. Suspension Procedures.**

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. ***Notice of Suspension.*** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

**6. Administrative Reimbursement.** The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

**7. Property Damage Reimbursement.** If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

**8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.**

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the

- letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.
- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
  - c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
  - d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
  - e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
  - f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

**9. Suspension by the Board.** The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

**10. Automatic Extension of Suspension for Non-Payment.** Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

**11. Appeal of Board Suspension.** After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination

should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

**12. Legal Action; Criminal Prosecution; Trespass.** If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

**13. 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.

## 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 said Patron, Guest or other person and any of his or her Guests or invitees and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its 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 attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

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 attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means 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, including any use of District property or the Amenities whatsoever.

## SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limited waiver of 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 Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Policies not held to be invalid or unenforceable.

## AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120, Florida Statutes. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting but does not require a public hearing. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

- Exhibit A:** Amenity Rates
- Exhibit B:** Amenity Access Registration Form
- Exhibit C:** Assignment of Amenity Rights and Privileges
- Exhibit D:** Amenity Facility Rental Agreement
- Exhibit E:** Address/Identification Confidentiality Request From Public Records Disclosure

**EXHIBIT A**  
**AMENITY RATES**

| <b>TYPE</b>                           | <b>RATE</b>             |
|---------------------------------------|-------------------------|
| Annual User Fee                       | \$2,000.00 - \$4,000.00 |
| Replacement/Additional Access Card    | \$25.00                 |
| Returned Check/Insufficient Funds Fee | \$50.00                 |
| Administrative Fee                    | Up to \$500.00          |
| Rental Deposit                        | Up to \$250.00          |

**EXHIBIT B**  
**AMENITIES ACCESS REGISTRATION FORM**

**HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT  
AMENITIES ACCESS REGISTRATION FORM**

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HOME TELEPHONE: \_\_\_\_\_ CELL PHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

ADDITIONAL RESIDENT 1: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 2: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 3: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 4: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

ADDITIONAL RESIDENT 5: \_\_\_\_\_ DOB IF UNDER 18 \_\_\_\_\_

**ACCEPTANCE:**

I acknowledge receipt of the Access Card(s) for the above-listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Hamilton Bluff Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damage caused by me, my family members and my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenities (as defined in the District's Amenity Policies and Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

\_\_\_\_\_  
Signature of Patron (Parent or Legal Guardian if Minor)

\_\_\_\_\_  
Date

**AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)**

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Hamilton Bluff Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

\_\_\_\_\_  
Signature of Patron  
State of Florida  
County of \_\_\_\_\_

The foregoing was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_ who is [ ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

(NOTARY SEAL)  
Official Notary Public Signature \_\_\_\_\_

**RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:**

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies** of the Hamilton Bluff Community Development District.

\_\_\_\_\_  
Signature of Patron  
(Parent or Legal Guardian if minor)

\_\_\_\_\_  
Date

**GUEST POLICY:**

Please refer to the **Amenity Policies** for the most current policies regarding Guests.

**PLEASE RETURN THIS FORM TO:**

Hamilton Bluff Community Development District  
c/o Governmental Management Services-CF, LLC  
219 East Livingston Street  
Orlando, FL 32801  
Tel: (407) 841-5524

-----  
**OFFICE USE ONLY:**

\_\_\_\_\_  
Date Received

\_\_\_\_\_  
Date Entered in System

\_\_\_\_\_  
Staff Member Signature

PRIMARY RESIDENT:

Access Card #

\_\_\_\_\_  
**ADDITIONAL INFORMATION:**

Phase \_\_\_ - \_\_\_ Phase \_\_\_ - \_\_\_ Phase \_\_\_ - \_\_\_

New Construction: \_\_\_ Re-Sale: \_\_\_ Prior Owner: \_\_\_\_\_

Rental: \_\_\_ Landlord/Owner: \_\_\_\_\_

Lease Term: \_\_\_\_\_ Tenant/Renter: \_\_\_\_\_

**EXHIBIT C**  
**ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES**

**HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES**

**Instructions:** All capitalized terms are as defined in the District's Amenity Policies. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners' names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period. A fee of \$25.00 per Access Card issued is payable by cash or check at the time a card is issued.

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

\_\_\_\_\_ ("Property")  
(Property address)

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date)\_\_\_\_\_ terminating (date)\_\_\_\_\_. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Access Cards will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Cards from the District and that Renters have received or have reviewed a copy of the Amenity Policies, dated [DATE] and updated from time to time, to which they agree to follow.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Hamilton Bluff Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy; their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Residents acknowledge that this document is subject to public review under Chapter 119, Florida's Public Records Laws.

**ALL OWNERS MUST SIGN BELOW**

|   |   |
|---|---|
| _____<br><b>Owner Signature (required)</b>    | _____<br><b>Witness Signature (required)</b>    |
| _____<br><b>Owner Printed Name (required)</b> | _____<br><b>Witness Printed Name (required)</b> |
| _____   | _____   |

(Additional Owners continue on separate page)

**EXHIBIT D**  
**AMENITY FACILITY RENTAL AGREEMENT**

Name of Applicant: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

Contact Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Rental Area: \_\_\_\_\_

Intended Use: \_\_\_\_\_

Date of Event: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_ Estimated Attendance: \_\_\_\_\_

Event Host (if different from above): \_\_\_\_\_ Phone /Email: \_\_\_\_\_

*Rental Date will NOT be reserved until the Rental Agreement and any required Deposit and Insurance are received by the District Manager.*

**Indemnification:**

I agree to indemnify, defend and hold harmless the Hamilton Bluff Community Development District ("District") and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the use of the Amenities, and if alcohol is present, arising out of, or in connection with the, the consumption or provision of alcohol. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District's Rules (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Amenities, and that I am responsible for supervising my minor children and guests and am further responsible for their acts and omissions. 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 law.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

**Acknowledgements (please initial by each):**

1. \_\_\_\_ Rentals are permitted in five hour increments, inclusive of set-up and clean-up time, and permit use of the rented amenities only.
2. \_\_\_\_ There is a maximum capacity of \_\_\_\_ persons for the multi-purpose room within the Clubhouse. Patrons must inform their guests that once the scheduled event is completed, all guests are requested to exit.
3. \_\_\_\_ Deposit: A Deposit made out to "Hamilton Bluff Community Development District" shall be provided to the District Manager upon submitting this reservation request. The Deposit will be refunded to Patron within ten (10) business days following the event provided all requirements set forth in the Amenity Policies are complete. If the Deposit will not be refunded, the Patron will be notified by District Staff within ten (10) business days following the event. No deposit is required for approved Courtesy Rentals.
4. \_\_\_\_ Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District. Proof of liability insurance acceptable to the District is required.
5. \_\_\_\_ Rentals of the District's Amenities for the purposes of conducting commercial activities are prohibited.
6. \_\_\_\_ Additional fees may be assessed or all or a portion of the Deposit may be retained by the District if the clean-up is incomplete, the event is not limited to the reservation time frame, or if there is damage to the Amenities.
7. \_\_\_\_ I have reviewed, fully understand, and agree to abide by the Amenity Policies.

8. \_\_\_\_ I understand that at the conclusion of my rental period, I am responsible for the following clean-up tasks:
- a. Remove all garbage, place in dumpster, and replace garbage liners;
  - b. Remove all decorations, event displays, and materials;
  - c. Return all furniture and other items to their original position;
  - d. Stack chairs in stacks of ten (10);
  - e. Fold all folding tables and place in hallway;
  - f. Wipe off counters, table tops, and the sink area;
  - g. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used;
  - h. Lock all doors after the last guest leaves; and
  - i. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the District Manager.

**Alcohol:**

Will alcohol be served/consumed? Check one:  Yes, served;  Yes, BYOB;  No

If you answered “yes” for either served or BYOB alcohol above, please initial below:

1. \_\_\_\_ I understand that if I intend to serve or sell alcohol, I must hire a licensed and insured vendor of alcoholic beverages, and must provide proof of this to the District Manager prior to the event.
2. \_\_\_\_ I understand that I am solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and I agree to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District’s property.
3. \_\_\_\_ If event liability insurance coverage is required, the Hamilton Bluff CDD is to be named on the policy as an additional insured party as follows: Hamilton Bluff Community Development District and its supervisors, District Manager, Amenity Manager, agents, officers, staff, and contractors.
4. \_\_\_\_ I have reviewed and agree to comply with the insurance requirements below:

|                  | BYOB  | Served/Sold  |
|------------------|---|--|
| <b>Permitted</b> | Yes   | Yes, but only if a licensed bartender/caterer is hired   |
| <b>Insurance</b> | Homeowner’s Insurance<br>Rider/Endorsement providing special event coverage | Event liability insurance: <ul style="list-style-type: none"> <li>• \$250,000 Property Damage;</li> <li>• \$1,000,000 Personal Injury,</li> <li>• Alcohol Rider</li> <li>• District named as additional insured</li> </ul> |

**District Use Only:**

Special Rates:  Courtesy Rental (Community Outreach Organizations and Clubs)  Special Meeting Rental

Deposit Amount: \$ \_\_\_\_\_ Check # \_\_\_\_\_ Date: \_\_\_\_\_

Rental Fee Amount: \$ \_\_\_\_\_ Check #: \_\_\_\_\_ Date: \_\_\_\_\_

Insurance Certificate Provided: Yes \_\_\_/NA \_\_\_ Proof of Licensed and Insured Alcohol Vendor Provided: Yes \_\_\_/ NA \_\_\_

Bounce House/Outside Vendor Insurance Certificate Provided: Yes \_\_\_/No \_\_\_

District Manager Staff Initials: \_\_\_\_\_

Special Conditions (if none, write N/A) \_\_\_\_\_

## EXHIBIT E

### ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST FROM PUBLIC RECORDS DISCLOSURE

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.

**I hereby request the exemption (check applicable exemption category) for the person named below:**

- Code Enforcement Officer\*
  - Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.\*
  - Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.\*
  - Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.\*
  - Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")\*
  - Firefighter certified in compliance with s. 633.408, F.S.
  - Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.")\*
  - Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.\*
  - Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.\*
  - Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable" efforts to protect such information from being accessible through other means available to the public.").
  - Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.\*
  - Law enforcement personnel including correctional officers and correctional probation officers.\*
  - Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). \*
  - Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).\*
  - U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")\*
  - Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. \*\*
  - County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.").
  - Other (list applicable statute):
-

**Printed Name:**

---

**Residence Address (City, State, Zip):**

---

**Prior/Current Position** (for purpose of claiming exemption):

**Years Held:** \_\_\_\_\_

**Description of Position:**

---

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If request is submitted instead by the person's employing agency, complete the following:

Agency: \_\_\_\_\_ Name/Title: \_\_\_\_\_

*To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship. \*Available to both current and former employees. \*\*Florida law does not make this exemption applicable to the spouse or child of a donor or victim.*

# SECTION VI

# CONTRACT AGREEMENT

This Agreement made and entered into on Wednesday, January 14, 2026 by and between the Hamilton Bluff Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Neil Combee, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section [197.3632](#) Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2026 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Hamilton Bluff Community Development District.
3. The term of this Agreement shall commence on January 1, 2026 or the date signed below, whichever is later, and shall run until December 31, 2026, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section [197.3632](#) & [190.021](#) Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2026 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 10, 2026**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Tuesday, September 15, 2026**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2026 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2026 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Tuesday, September 15, 2026** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

\_\_\_\_\_  
Special District Representative

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Neil Combee  
Polk County Property Appraiser  
By:



\_\_\_\_\_  
Neil Combee, Property Appraiser

# SECTION VII



**POLK COUNTY**  
Property Appraiser  
Neil Combee

Revised 12/2025  
ADA Compliant

---

## 2026 Data Sharing and Usage Agreement

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the \_\_\_\_\_ hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).

In accordance with the terms and conditions of this Agreement, the agency agrees to protect confidential data in accordance with [FS 282.3185](#) and [FS 501.171](#) and adhere to the standards set forth within these statutes.

***For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality and personal identifying information.***

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be protected as follows:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.
6. The **agency** agrees to comply with all regulations for the security of confidential personal information as defined in [FS 501.171](#).
7. The **agency**, when defined as “local government” by [FS 282.3185](#), is required to adhere to all cybersecurity guidelines when in possession of data provided or obtained from the Polk County Property Appraiser.

The term of this Agreement shall commence on **January 1, 2026**, and shall run until **December 31, 2026**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

---

**POLK COUNTY PROPERTY APPRAISER**

Signature: Neil Combee

Print: Neil Combee

Title: Polk County Property Appraiser

Date: January 1, 2026

Agency: \_\_\_\_\_

Signature: Jill Burns

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).

# SECTION VIII

# **REBATE REPORT**

**\$19,165,000**

**Hamilton Bluff Community Development District**

**(Town of Lake Hamilton, Florida)**

**Special Assessment Bonds, Series 2024**

**(Assessment Area One Project)**

**Dated: March 14, 2024**

**Delivered: March 14, 2024**

---

**Rebate Report to the Computation Date**

**March 14, 2029**

**Reflecting Activity Through**

**October 31, 2025**



---

**AMTEC**

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# AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane  
Avon, CT 06001  
(T) 860-321-7521  
(F) 860-321-7581

[www.amteccorp.com](http://www.amteccorp.com)

December 19, 2025

Hamilton Bluff Community Development District  
c/o Ms. Katie Costa  
Director of Operations – Accounting Division  
Government Management Services – CF, LLC  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

Re: \$19,165,000 Hamilton Bluff Community Development District (Town of Lake Hamilton, Florida),  
Special Assessment Bonds, Series 2024 (Assessment Area One Project)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the "Bonds") at the request of Hamilton Bluff Community Development District (the "District").

The scope of our engagement consisted of preparing computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of March 31, 2026. Thank you for this engagement and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo  
Senior Vice President

Trong M. Tran  
Assistant Vice President

## SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the March 14, 2029 Computation Date  
Reflecting Activity from March 14, 2024 through October 31, 2025

| Fund Description                  | Taxable Inv Yield | Net Income          | Rebatable Arbitrage  |
|-----------------------------------|-------------------|---------------------|----------------------|
| Acquisition and Construction Fund | 5.232039%         | 209,464.59          | (24,030.93)          |
| Reserve Fund                      | 4.787442%         | 87,934.53           | (20,822.87)          |
| Cost of Issuance Fund             | 5.235287%         | 6.84                | (0.78)               |
| <b>Totals</b>                     | <b>5.094748%</b>  | <b>\$297,405.96</b> | <b>\$(44,854.58)</b> |
| <b>Bond Yield</b>                 | <b>5.696516%</b>  |                     |                      |
| Rebate Computation Credit         |                   |                     | (2,654.06)           |
| <b>Net Rebatable Arbitrage</b>    |                   |                     | <b>\$(47,508.64)</b> |

**Based upon our computations, no rebate liability exists.**

# SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

## COMPUTATIONAL INFORMATION

1. For the purpose of computing Rebatale Arbitrage, investment activity is reflected from March 14, 2024, the date of the closing, through October 31, 2025, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of March 14, 2029.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between March 14, 2024 and October 31, 2025, the District made periodic payments into the Interest, Sinking, and Prepayment Accounts (collectively, the "Debt Service Fund"), that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12<sup>th</sup> of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

## DEFINITIONS

### **6. Computation Date**

March 14, 2029.

### **7. Computation Period**

The period beginning on March 14, 2024, the date of the closing, and ending on October 31, 2025.

### **8. Bond Year**

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the issuer. If no day is selected by the issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

**9. Bond Yield**

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

**10. Taxable Investment Yield**

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

**11. Issue Price**

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds was sold.

**12. Rebatable Arbitrage**

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

**13. Funds and Accounts**

The Funds and Accounts activity used in the compilation of this Report was received from the District and U.S. Bank, Trustee, as follows:

| <b>Fund / Account</b>        | <b>Account Number</b> |
|------------------------------|-----------------------|
| Revenue                      | 220866000             |
| Interest                     | 220866001             |
| Sinking                      | 220866002             |
| Prepayment                   | 220866003             |
| Reserve                      | 220866004             |
| Acquisition and Construction | 220866005             |
| Cost of Issuance             | 220866006             |

## **METHODOLOGY**

### **Bond Yield**

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

### **Investment Yield and Rebate Amount**

The methodology used to calculate the Rebatable Arbitrage, as of October 31, 2025, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to March 14, 2029. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on March 14, 2029, is the Rebatable Arbitrage.

**\$19,165,000**  
**Hamilton Bluff Community Development District**  
**(Town of Lake Hamilton, Florida)**  
**Special Assessment Bonds, Series 2024**  
**(Assessment Area One Project)**  
**Delivered: March 14, 2024**

|                         |
|-------------------------|
| <b>Sources of Funds</b> |
|-------------------------|

|                                    |                        |
|------------------------------------|------------------------|
| <b>Par Amount</b>                  | <b>\$19,165,000.00</b> |
| <b>Net Original Issue Discount</b> | <b>-74,964.30</b>      |
| <b>Total</b>                       | <b>\$19,090,035.70</b> |

|                      |
|----------------------|
| <b>Uses of Funds</b> |
|----------------------|

|  |                        |
|--|------------------------|
| <b>Acquisition and Construction Fund</b> | <b>\$17,165,970.70</b> |
| <b>Reserve Fund</b>                      | <b>1,330,790.00</b>    |
| <b>Cost of Issuance Fund</b>             | <b>209,975.00</b>      |
| <b>Underwriter's Discount</b>            | <b>383,300.00</b>      |
| <b>Total</b>                             | <b>\$19,090,035.70</b> |

## PROOF OF ARBITRAGE YIELD

\$19,165,000

Hamilton Bluff Community Development District  
(Town of Lake Hamilton, Florida)  
Special Assessment Bonds, Series 2024  
(Assessment Area One Project)

| Date       | Debt Service | Present Value<br>to 03/14/2024<br>@ 5.6965158687% |
|------------|--------------|---|
| 11/01/2024 | 672,749.18   | 649,338.99  |
| 05/01/2025 | 803,457.50   | 754,022.44  |
| 11/01/2025 | 527,112.50   | 480,980.80  |
| 05/01/2026 | 807,112.50   | 716,080.02  |
| 11/01/2026 | 520,532.50   | 449,033.14  |
| 05/01/2027 | 815,532.50   | 684,029.57  |
| 11/01/2027 | 513,600.00   | 418,853.05  |
| 05/01/2028 | 823,600.00   | 653,064.48  |
| 11/01/2028 | 506,315.00   | 390,358.44  |
| 05/01/2029 | 831,315.00   | 623,177.06  |
| 11/01/2029 | 498,677.50   | 363,470.09  |
| 05/01/2030 | 838,677.50   | 594,356.42  |
| 11/01/2030 | 490,687.50   | 338,111.56  |
| 05/01/2031 | 845,687.50   | 566,588.81  |
| 11/01/2031 | 482,345.00   | 314,209.22  |
| 05/01/2032 | 857,345.00   | 543,025.00  |
| 11/01/2032 | 472,032.50   | 290,696.07  |
| 05/01/2033 | 867,032.50   | 519,165.35  |
| 11/01/2033 | 461,170.00   | 268,493.91  |
| 05/01/2034 | 881,170.00   | 498,811.14  |
| 11/01/2034 | 449,620.00   | 247,471.46  |
| 05/01/2035 | 889,620.00   | 476,087.86  |
| 11/01/2035 | 437,520.00   | 227,658.32  |
| 05/01/2036 | 902,520.00   | 456,610.11  |
| 11/01/2036 | 424,732.50   | 208,933.10  |
| 05/01/2037 | 914,732.50   | 437,510.94  |
| 11/01/2037 | 411,257.50   | 191,254.52  |
| 05/01/2038 | 931,257.50   | 421,085.91  |
| 11/01/2038 | 396,957.50   | 174,521.12  |
| 05/01/2039 | 946,957.50   | 404,797.23  |
| 11/01/2039 | 381,832.50   | 158,702.22  |
| 05/01/2040 | 961,832.50   | 388,698.28  |
| 11/01/2040 | 365,882.50   | 143,766.55  |
| 05/01/2041 | 980,882.50   | 374,745.37  |
| 11/01/2041 | 348,970.00   | 129,631.47  |
| 05/01/2042 | 998,970.00   | 360,809.41  |
| 11/01/2042 | 331,095.00   | 116,273.59  |
| 05/01/2043 | 1,016,095.00 | 346,949.16  |
| 11/01/2043 | 312,257.50   | 103,668.66  |
| 05/01/2044 | 1,037,257.50 | 334,829.90  |
| 11/01/2044 | 292,320.00   | 91,748.56   |
| 05/01/2045 | 1,057,320.00 | 322,663.78  |
| 11/01/2045 | 270,135.00   | 80,154.46   |
| 05/01/2046 | 1,080,135.00 | 311,621.87  |
| 11/01/2046 | 246,645.00   | 69,187.12   |
| 05/01/2047 | 1,106,645.00 | 301,831.34  |
| 11/01/2047 | 221,705.00   | 58,794.21   |
| 05/01/2048 | 1,131,705.00 | 291,806.77  |
| 11/01/2048 | 195,315.00   | 48,966.69   |
| 05/01/2049 | 1,160,315.00 | 282,842.17  |
| 11/01/2049 | 167,330.00   | 39,659.31   |
| 05/01/2050 | 1,192,330.00 | 274,770.96  |
| 11/01/2050 | 137,605.00   | 30,832.71   |
| 05/01/2051 | 1,222,605.00 | 266,358.56  |
| 11/01/2051 | 106,140.00   | 22,483.43   |
| 05/01/2052 | 1,256,140.00 | 258,716.81  |

## PROOF OF ARBITRAGE YIELD

\$19,165,000  
 Hamilton Bluff Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2024  
 (Assessment Area One Project)

| Date       | Debt Service  | Present Value<br>to 03/14/2024<br>@ 5.6965158687% |
|------------|---------------|---|
| 11/01/2052 | 72,790.00     | 14,576.77   |
| 05/01/2053 | 1,292,790.00  | 251,721.73  |
| 11/01/2053 | 37,410.00     | 7,082.45  |
| 05/01/2054 | 1,327,410.00  | 244,345.27  |
|            | 40,531,191.68 | 19,090,035.70                                     |

Proceeds Summary

|                              |               |
|------------------------------|---------------|
| Delivery date                | 03/14/2024    |
| Par Value                    | 19,165,000.00 |
| Premium (Discount)           | -74,964.30    |
|                              | 19,090,035.70 |
| Target for yield calculation | 19,090,035.70 |

## BOND DEBT SERVICE

\$19,165,000

Hamilton Bluff Community Development District  
(Town of Lake Hamilton, Florida)  
Special Assessment Bonds, Series 2024  
(Assessment Area One Project)

| Period<br>Ending | Principal | Coupon | Interest   | Debt Service | Annual<br>Debt Service |
|------------------|-----------|--------|------------|--------------|------------------------|
| 03/14/2024       |           |        |            |              |                        |
| 11/01/2024       |           |        | 672,749.18 | 672,749.18   |                        |
| 05/01/2025       | 270,000   | 4.700% | 533,457.50 | 803,457.50   | 1,476,206.68           |
| 11/01/2025       |           |        | 527,112.50 | 527,112.50   |                        |
| 05/01/2026       | 280,000   | 4.700% | 527,112.50 | 807,112.50   | 1,334,225.00           |
| 11/01/2026       |           |        | 520,532.50 | 520,532.50   |                        |
| 05/01/2027       | 295,000   | 4.700% | 520,532.50 | 815,532.50   | 1,336,065.00           |
| 11/01/2027       |           |        | 513,600.00 | 513,600.00   |                        |
| 05/01/2028       | 310,000   | 4.700% | 513,600.00 | 823,600.00   | 1,337,200.00           |
| 11/01/2028       |           |        | 506,315.00 | 506,315.00   |                        |
| 05/01/2029       | 325,000   | 4.700% | 506,315.00 | 831,315.00   | 1,337,630.00           |
| 11/01/2029       |           |        | 498,677.50 | 498,677.50   |                        |
| 05/01/2030       | 340,000   | 4.700% | 498,677.50 | 838,677.50   | 1,337,355.00           |
| 11/01/2030       |           |        | 490,687.50 | 490,687.50   |                        |
| 05/01/2031       | 355,000   | 4.700% | 490,687.50 | 845,687.50   | 1,336,375.00           |
| 11/01/2031       |           |        | 482,345.00 | 482,345.00   |                        |
| 05/01/2032       | 375,000   | 5.500% | 482,345.00 | 857,345.00   | 1,339,690.00           |
| 11/01/2032       |           |        | 472,032.50 | 472,032.50   |                        |
| 05/01/2033       | 395,000   | 5.500% | 472,032.50 | 867,032.50   | 1,339,065.00           |
| 11/01/2033       |           |        | 461,170.00 | 461,170.00   |                        |
| 05/01/2034       | 420,000   | 5.500% | 461,170.00 | 881,170.00   | 1,342,340.00           |
| 11/01/2034       |           |        | 449,620.00 | 449,620.00   |                        |
| 05/01/2035       | 440,000   | 5.500% | 449,620.00 | 889,620.00   | 1,339,240.00           |
| 11/01/2035       |           |        | 437,520.00 | 437,520.00   |                        |
| 05/01/2036       | 465,000   | 5.500% | 437,520.00 | 902,520.00   | 1,340,040.00           |
| 11/01/2036       |           |        | 424,732.50 | 424,732.50   |                        |
| 05/01/2037       | 490,000   | 5.500% | 424,732.50 | 914,732.50   | 1,339,465.00           |
| 11/01/2037       |           |        | 411,257.50 | 411,257.50   |                        |
| 05/01/2038       | 520,000   | 5.500% | 411,257.50 | 931,257.50   | 1,342,515.00           |
| 11/01/2038       |           |        | 396,957.50 | 396,957.50   |                        |
| 05/01/2039       | 550,000   | 5.500% | 396,957.50 | 946,957.50   | 1,343,915.00           |
| 11/01/2039       |           |        | 381,832.50 | 381,832.50   |                        |
| 05/01/2040       | 580,000   | 5.500% | 381,832.50 | 961,832.50   | 1,343,665.00           |
| 11/01/2040       |           |        | 365,882.50 | 365,882.50   |                        |
| 05/01/2041       | 615,000   | 5.500% | 365,882.50 | 980,882.50   | 1,346,765.00           |
| 11/01/2041       |           |        | 348,970.00 | 348,970.00   |                        |
| 05/01/2042       | 650,000   | 5.500% | 348,970.00 | 998,970.00   | 1,347,940.00           |
| 11/01/2042       |           |        | 331,095.00 | 331,095.00   |                        |
| 05/01/2043       | 685,000   | 5.500% | 331,095.00 | 1,016,095.00 | 1,347,190.00           |
| 11/01/2043       |           |        | 312,257.50 | 312,257.50   |                        |
| 05/01/2044       | 725,000   | 5.500% | 312,257.50 | 1,037,257.50 | 1,349,515.00           |
| 11/01/2044       |           |        | 292,320.00 | 292,320.00   |                        |
| 05/01/2045       | 765,000   | 5.800% | 292,320.00 | 1,057,320.00 | 1,349,640.00           |
| 11/01/2045       |           |        | 270,135.00 | 270,135.00   |                        |
| 05/01/2046       | 810,000   | 5.800% | 270,135.00 | 1,080,135.00 | 1,350,270.00           |
| 11/01/2046       |           |        | 246,645.00 | 246,645.00   |                        |
| 05/01/2047       | 860,000   | 5.800% | 246,645.00 | 1,106,645.00 | 1,353,290.00           |
| 11/01/2047       |           |        | 221,705.00 | 221,705.00   |                        |
| 05/01/2048       | 910,000   | 5.800% | 221,705.00 | 1,131,705.00 | 1,353,410.00           |
| 11/01/2048       |           |        | 195,315.00 | 195,315.00   |                        |
| 05/01/2049       | 965,000   | 5.800% | 195,315.00 | 1,160,315.00 | 1,355,630.00           |
| 11/01/2049       |           |        | 167,330.00 | 167,330.00   |                        |
| 05/01/2050       | 1,025,000 | 5.800% | 167,330.00 | 1,192,330.00 | 1,359,660.00           |
| 11/01/2050       |           |        | 137,605.00 | 137,605.00   |                        |
| 05/01/2051       | 1,085,000 | 5.800% | 137,605.00 | 1,222,605.00 | 1,360,210.00           |
| 11/01/2051       |           |        | 106,140.00 | 106,140.00   |                        |
| 05/01/2052       | 1,150,000 | 5.800% | 106,140.00 | 1,256,140.00 | 1,362,280.00           |

## BOND DEBT SERVICE

\$19,165,000

Hamilton Bluff Community Development District  
 (Town of Lake Hamilton, Florida)  
 Special Assessment Bonds, Series 2024  
 (Assessment Area One Project)

| Period<br>Ending | Principal  | Coupon | Interest      | Debt Service  | Annual<br>Debt Service |
|------------------|------------|--------|---------------|---------------|------------------------|
| 11/01/2052       |            |        | 72,790.00     | 72,790.00     |                        |
| 05/01/2053       | 1,220,000  | 5.800% | 72,790.00     | 1,292,790.00  | 1,365,580.00           |
| 11/01/2053       |            |        | 37,410.00     | 37,410.00     |                        |
| 05/01/2054       | 1,290,000  | 5.800% | 37,410.00     | 1,327,410.00  | 1,364,820.00           |
|                  | 19,165,000 |        | 21,366,191.68 | 40,531,191.68 | 40,531,191.68          |

\$19,165,000  
Hamilton Bluff Community Development District  
(Town of Lake Hamilton, Florida)  
Special Assessment Bonds, Series 2024  
(Assessment Area One Project)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.696516%) |
|----------|-------------|------------------------|--|
| 03/14/24 | Beg Bal     | -17,165,970.70         | -22,732,006.22                                 |
| 03/20/24 |             | 33,897.30              | 44,846.44                                      |
| 03/21/24 |             | 1,516,952.68           | 2,006,629.11                                   |
| 03/21/24 |             | 23,600.00              | 31,218.14                                      |
| 03/21/24 |             | 234,817.66             | 310,617.44                                     |
| 03/21/24 |             | 2,425.00               | 3,207.80                                       |
| 03/25/24 |             | 36,914.62              | 48,800.29                                      |
| 03/26/24 |             | 79.95                  | 105.68   |
| 03/26/24 |             | 533.00                 | 704.50   |
| 03/26/24 |             | 6,357.16               | 8,402.71                                       |
| 03/26/24 |             | 2,092.08               | 2,765.25                                       |
| 04/02/24 |             | -3,436.07              | -4,537.45                                      |
| 04/03/24 |             | 277,830.75             | 366,827.81                                     |
| 04/17/24 |             | 190,206.67             | 250,587.29                                     |
| 04/17/24 |             | 728,760.71             | 960,103.92                                     |
| 04/19/24 |             | 1,735,590.39           | 2,285,835.69                                   |
| 04/19/24 |             | 510,751.13             | 672,677.82                                     |
| 04/19/24 |             | 71,720.00              | 94,457.85                                      |
| 05/02/24 |             | -5,727.27              | -7,527.74                                      |
| 05/08/24 |             | 8,546.35               | 11,222.54                                      |
| 05/08/24 |             | 2,559.00               | 3,360.32                                       |
| 05/08/24 |             | 2,329,915.08           | 3,059,499.66                                   |
| 05/08/24 |             | 6,557.77               | 8,611.26                                       |
| 05/08/24 |             | 9,481.15               | 12,450.06                                      |
| 05/08/24 |             | 20,031.18              | 26,303.70                                      |
| 05/08/24 |             | 18,062.09              | 23,718.01                                      |
| 05/13/24 |             | 73,200.00              | 96,046.73                                      |
| 05/28/24 |             | 1,676.25               | 2,194.29                                       |
| 05/28/24 |             | -1,676.25              | -2,194.29                                      |
| 05/28/24 |             | 148,704.37             | 194,660.95                                     |
| 05/29/24 |             | 665,191.78             | 870,631.18                                     |
| 05/29/24 |             | 3,500.00               | 4,580.95                                       |
| 05/29/24 |             | 6,487.77               | 8,491.47                                       |
| 06/04/24 |             | -5,918.49              | -7,740.33                                      |
| 06/05/24 |             | 159,021.12             | 207,938.82                                     |
| 06/07/24 |             | 1,676.25               | 2,191.21                                       |
| 06/07/24 |             | 1,648,567.39           | 2,155,023.25                                   |
| 06/07/24 |             | 367,450.76             | 480,335.19                                     |
| 06/20/24 |             | 622.00                 | 811.44   |
| 06/20/24 |             | 25,045.79              | 32,673.76                                      |
| 06/20/24 |             | 55,098.24              | 71,879.01                                      |
| 06/21/24 |             | 43,249.28              | 56,412.52                                      |
| 06/21/24 |             | 40,031.81              | 52,215.79                                      |
| 06/21/24 |             | 31,500.00              | 41,087.26                                      |
| 07/02/24 |             | -5,727.62              | -7,458.05                                      |
| 07/09/24 |             | 68,941.40              | 89,672.03                                      |
| 07/09/24 |             | 25,900.00              | 33,688.11                                      |

\$19,165,000  
Hamilton Bluff Community Development District  
(Town of Lake Hamilton, Florida)  
Special Assessment Bonds, Series 2024  
(Assessment Area One Project)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.696516%) |
|----------|-------------|------------------------|--|
| 07/17/24 |             | 181.50                 | 235.78   |
| 07/17/24 |             | 2,106,448.49           | 2,736,438.34                                   |
| 08/02/24 |             | -5,914.98              | -7,666.05                                      |
| 08/02/24 |             | 464.00                 | 601.36   |
| 08/02/24 |             | 2,051,049.59           | 2,658,242.35                                   |
| 08/02/24 |             | 58,892.51              | 76,327.05                                      |
| 08/02/24 |             | 53,348.85              | 69,142.24                                      |
| 08/02/24 |             | 74,569.60              | 96,645.19                                      |
| 08/23/24 |             | 73,885.62              | 95,445.48                                      |
| 08/23/24 |             | 765.00                 | 988.23   |
| 08/23/24 |             | 36,762.62              | 47,489.97                                      |
| 08/23/24 |             | 20,928.17              | 27,035.02                                      |
| 08/23/24 |             | 124,344.91             | 160,628.81                                     |
| 08/28/24 |             | 487.50                 | 629.26   |
| 08/29/24 |             | 1,663,558.89           | 2,146,975.31                                   |
| 09/04/24 |             | -5,913.98              | -7,626.58                                      |
| 09/13/24 |             | -793,306.10            | -1,021,600.30                                  |
| 10/01/24 |             | 13,404.36              | 17,213.40                                      |
| 10/02/24 |             | -5,505.07              | -7,068.31                                      |
| 10/07/24 |             | 334,632.50             | 429,320.95                                     |
| 10/18/24 |             | 265,024.44             | 339,433.36                                     |
| 10/18/24 |             | 690.00                 | 883.73   |
| 10/18/24 |             | 2,000.00               | 2,561.52                                       |
| 10/18/24 |             | 94,420.00              | 120,929.59                                     |
| 10/18/24 |             | 58,277.90              | 74,640.15                                      |
| 10/18/24 |             | 38,315.00              | 49,072.41                                      |
| 11/04/24 |             | -5,350.27              | -6,835.34                                      |
| 11/13/24 |             | 4,700.00               | 5,996.15                                       |
| 11/13/24 |             | 310.00                 | 395.49   |
| 11/13/24 |             | -159,786.46            | -203,851.80                                    |
| 11/19/24 |             | 16,806.66              | 21,421.48                                      |
| 11/19/24 |             | 4,500.00               | 5,735.62                                       |
| 12/03/24 |             | -4,970.01              | -6,320.87                                      |
| 12/04/24 |             | 1,777.08               | 2,259.74                                       |
| 12/04/24 |             | 2,240.00               | 2,848.39                                       |
| 12/20/24 |             | 98,470.00              | 124,902.57                                     |
| 12/23/24 |             | 1,580.00               | 2,003.19                                       |
| 12/24/24 |             | 12,515.57              | 15,865.25                                      |
| 12/24/24 |             | 4,605.00               | 5,837.49                                       |
| 12/24/24 |             | 18,987.50              | 24,069.34                                      |
| 01/03/25 |             | -4,950.22              | -6,266.30                                      |
| 01/23/25 |             | 2,000.00               | 2,523.84                                       |
| 01/31/25 |             | 160.00                 | 201.69   |
| 02/04/25 |             | -4,799.67              | -6,046.41                                      |
| 02/18/25 |             | 800.00                 | 1,005.60                                       |
| 03/03/25 |             | 2,343.75               | 2,939.22                                       |
| 03/03/25 |             | 5,362.84               | 6,725.36                                       |

\$19,165,000  
Hamilton Bluff Community Development District  
(Town of Lake Hamilton, Florida)  
Special Assessment Bonds, Series 2024  
(Assessment Area One Project)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.696516%) |
|----------|-------------|------------------------|--|
| 03/04/25 |             | -4,335.22              | -5,435.81                                      |
| 03/19/25 |             | 640.00                 | 800.60   |
| 03/27/25 |             | 4,090.00               | 5,109.97                                       |
| 03/27/25 |             | 1,580.00               | 1,974.02                                       |
| 03/27/25 |             | 158.00                 | 197.40   |
| 04/02/25 |             | -4,799.60              | -5,991.85                                      |
| 04/25/25 |             | 589.50                 | 733.30   |
| 04/25/25 |             | 2,000.00               | 2,487.87                                       |
| 04/25/25 |             | -84,382.65             | -104,966.44                                    |
| 05/02/25 |             | -4,644.84              | -5,771.57                                      |
| 05/07/25 |             | 92,297.01              | 114,596.63                                     |
| 05/12/25 |             | -665,395.00            | -825,514.92                                    |
| 05/27/25 |             | 665,395.00             | 823,585.17                                     |
| 06/03/25 |             | -3,250.99              | -4,020.11                                      |
| 06/12/25 |             | -35,994.00             | -44,447.02                                     |
| 06/13/25 |             | -64,867.07             | -80,088.30                                     |
| 06/17/25 |             | 35,674.00              | 44,017.52                                      |
| 06/17/25 |             | 320.00                 | 394.84   |
| 06/17/25 |             | 69,343.00              | 85,561.11                                      |
| 06/20/25 |             | -43,383.12             | -53,504.62                                     |
| 06/24/25 |             | 43,383.12              | 53,471.24                                      |
| 06/26/25 |             | -5,405.27              | -6,660.11                                      |
| 06/27/25 |             | 5,405.27               | 6,659.07                                       |
| 07/01/25 |             | -2,322.51              | -2,859.45                                      |
| 07/03/25 |             | -41,220.00             | -50,733.82                                     |
| 07/03/25 |             | 39,700.00              | 48,863.00                                      |
| 07/03/25 |             | 1,200.00               | 1,476.97                                       |
| 07/03/25 |             | 320.00                 | 393.86   |
| 07/10/25 |             | -4,729.76              | -5,815.06                                      |
| 07/15/25 |             | 4,089.76               | 5,024.29                                       |
| 07/15/25 |             | 640.00                 | 786.24   |
| 07/17/25 |             | -67,100.00             | -82,406.88                                     |
| 07/18/25 |             | 67,100.00              | 82,394.02                                      |
| 07/25/25 |             | -200,000.00            | -245,317.68                                    |
| 08/04/25 |             | -2,399.81              | -2,939.45                                      |
| 08/04/25 |             | 20,559.63              | 25,182.82                                      |
| 08/04/25 |             | 27,821.39              | 34,077.51                                      |
| 08/05/25 |             | -42.00                 | -51.44   |
| 08/05/25 |             | 42.00                  | 51.44  |
| 08/14/25 |             | 1,307.40               | 1,598.89                                       |
| 08/14/25 |             | 670.00                 | 819.38   |
| 08/14/25 |             | -66,418.85             | -81,227.44                                     |
| 08/15/25 |             | 1,034.80               | 1,265.32                                       |
| 08/15/25 |             | 4,608.00               | 5,634.51                                       |
| 08/15/25 |             | 59,500.00              | 72,754.63                                      |
| 08/15/25 |             | 1,276.05               | 1,560.31                                       |
| 08/28/25 |             | 179.25                 | 218.74   |

\$19,165,000  
Hamilton Bluff Community Development District  
(Town of Lake Hamilton, Florida)  
Special Assessment Bonds, Series 2024  
(Assessment Area One Project)  
Acquisition and Construction Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.696516%) |
|----------|-------------|------------------------|--|
| 09/03/25 |             | -2,397.65              | -2,923.54                                      |
| 09/04/25 |             | -153,381.02            | -186,994.06                                    |
| 09/04/25 |             | 335.00                 | 408.41   |
| 09/04/25 |             | 1,584.00               | 1,931.13                                       |
| 09/12/25 |             | -49,110.85             | -59,798.67                                     |
| 09/15/25 |             | 50,602.35              | 61,585.93                                      |
| 09/18/25 |             | -3,720.59              | -4,526.05                                      |
| 09/19/25 |             | 3,312.00               | 4,028.38                                       |
| 09/19/25 |             | 642.54                 | 781.52   |
| 09/19/25 |             | 2,163.70               | 2,631.70                                       |
| 09/25/25 |             | -59,143.20             | -71,868.41                                     |
| 09/26/25 |             | 305,000.00             | 370,565.76                                     |
| 09/26/25 |             | 1,700.00               | 2,065.45                                       |
| 09/26/25 |             | 57,443.20              | 69,791.75                                      |
| -----    |             |                        |  |
| 03/14/29 | TOTALS:     | 209,464.59             | -24,030.93                                     |
| -----    |             |                        |  |

|             |           |                     |            |
|-------------|-----------|---------------------|------------|
| ISSUE DATE: | 03/14/24  | REBATABL ARBITRAGE: | -24,030.93 |
| COMP DATE:  | 03/14/29  | NET INCOME:         | 209,464.59 |
| BOND YIELD: | 5.696516% | TAX INV YIELD:      | 5.232039%  |

\$19,165,000  
Hamilton Bluff Community Development District  
(Town of Lake Hamilton, Florida)  
Special Assessment Bonds, Series 2024  
(Assessment Area One Project)  
Reserve Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.696516%) |
|----------|-------------|------------------------|--|
| 03/14/24 | Beg Bal     | -1,330,790.00          | -1,762,296.29                                  |
| 04/02/24 |             | 3,436.07               | 4,537.45                                       |
| 05/02/24 |             | 5,727.27               | 7,527.74                                       |
| 06/04/24 |             | 5,918.49               | 7,740.33                                       |
| 07/02/24 |             | 5,727.62               | 7,458.05                                       |
| 08/02/24 |             | 5,914.98               | 7,666.05                                       |
| 09/04/24 |             | 5,913.98               | 7,626.58                                       |
| 10/02/24 |             | 5,505.07               | 7,068.31                                       |
| 11/04/24 |             | 5,350.27               | 6,835.34                                       |
| 12/03/24 |             | 4,970.01               | 6,320.87                                       |
| 01/03/25 |             | 4,950.22               | 6,266.30                                       |
| 02/04/25 |             | 4,799.67               | 6,046.41                                       |
| 03/04/25 |             | 4,335.22               | 5,435.81                                       |
| 04/02/25 |             | 4,799.60               | 5,991.85                                       |
| 05/02/25 |             | 4,644.84               | 5,771.57                                       |
| 05/12/25 |             | 665,395.00             | 825,514.92                                     |
| 06/03/25 |             | 3,250.99               | 4,020.11                                       |
| 07/02/25 |             | 3,322.51               | 4,090.00                                       |
| 08/04/25 |             | 2,399.81               | 2,939.45                                       |
| 09/03/25 |             | 2,397.65               | 2,923.54                                       |
| 10/02/25 |             | 2,247.67               | 2,728.30                                       |
| 10/31/25 | Bal         | 665,395.00             | 804,157.50                                     |
| 10/31/25 | Acc         | 2,322.59               | 2,806.95                                       |
| -----    |             |                        |  |
| 03/14/29 | TOTALS:     | 87,934.53              | -20,822.87                                     |
| -----    |             |                        |  |

|             |           |                      |            |
|-------------|-----------|----------------------|------------|
| ISSUE DATE: | 03/14/24  | REBATABLE ARBITRAGE: | -20,822.87 |
| COMP DATE:  | 03/14/29  | NET INCOME:          | 87,934.53  |
| BOND YIELD: | 5.696516% | TAX INV YIELD:       | 4.787442%  |

\$19,165,000  
Hamilton Bluff Community Development District  
(Town of Lake Hamilton, Florida)  
Special Assessment Bonds, Series 2024  
(Assessment Area One Project)  
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.696516%) |
|----------|-------------|------------------------|--|
| 03/14/24 | Beg Bal     | -209,975.00            | -278,059.02                                    |
| 03/14/24 |             | 59,000.00              | 78,130.65                                      |
| 03/14/24 |             | 55,000.00              | 72,833.65                                      |
| 03/14/24 |             | 50,000.00              | 66,212.41                                      |
| 03/14/24 |             | 30,000.00              | 39,727.45                                      |
| 03/14/24 |             | 6,000.00               | 7,945.49                                       |
| 03/14/24 |             | 2,500.00               | 3,310.62                                       |
| 03/14/24 |             | 1,750.00               | 2,317.43                                       |
| 03/19/24 |             | 5,635.88               | 7,457.48                                       |
| 10/10/24 |             | 95.96                  | 123.06   |
| -----    |             |                        |  |
| 03/14/29 | TOTALS:     | 6.84                   | -0.78  |
| -----    |             |                        |  |

|             |           |                      |           |
|-------------|-----------|----------------------|-----------|
| ISSUE DATE: | 03/14/24  | REBATABLE ARBITRAGE: | -0.78     |
| COMP DATE:  | 03/14/29  | NET INCOME:          | 6.84      |
| BOND YIELD: | 5.696516% | TAX INV YIELD:       | 5.235287% |

\$19,165,000  
Hamilton Bluff Community Development District  
(Town of Lake Hamilton, Florida)  
Special Assessment Bonds, Series 2024  
(Assessment Area One Project)  
Rebate Computation Credit

ARBITRAGE REBATE CALCULATION  
DETAIL REPORT

| DATE     | DESCRIPTION | RECEIPTS<br>(PAYMENTS) | FUTURE VALUE @<br>BOND YIELD OF<br>(5.696516%) |
|----------|-------------|------------------------|--|
| 03/14/25 |             | -2,120.00              | -2,654.06                                      |
| -----    |             |                        |  |
| 03/14/29 | TOTALS:     | -2,120.00              | -2,654.06                                      |
| -----    |             |                        |  |

ISSUE DATE: 03/14/24      REBATABLE ARBITRAGE: -2,654.06  
COMP DATE: 03/14/29  
BOND YIELD: 5.696516%

# SECTION IX

# SECTION C

# Hamilton Bluff CDD

## Field Management Report

### Completed Items

- Monitoring punch list item noted at Redwood Ln for lighting.
- Straightened leaning and bent signs around the community.
- Park tracks appear to be substantially complete. Landscaper has reviewed to prepare for servicing as sod establishes.



### Contracted Services

- Palms were trimmed.
- Vendor has provided an increase proposal to accommodate the new row and park landscaping.
- Pond disking is on hold for winter.
- Overall site maintenance is satisfactory.



### In Progress

- Staff are replacing some street signs that went missing.
- The amenity center construction is underway and is being tracked for routine preparations as it progresses.



# SECTION 1

**Hamilton Bluff Community Development District Landscape Fee Summary  
JANUARY ADDENDUM 2**

Contractor: PRINCE AND SONS

Property: Hamilton Bluff CDD

Address: 9513 US 92 East  
TAMPA, FL 33610

Phone: (863) 422-5207

Fax:

Contact: LUCAS MARTIN

Email: [LMARTIN@PRINCEANDSONSINC.COM](mailto:LMARTIN@PRINCEANDSONSINC.COM)

Address: 219 E Livingston  
Orlando, FL 32801

Phone:

Contact: Marshall Tindall

Email: [mtindall@gmscf.com](mailto:mtindall@gmscf.com)

|   | JAN      | FEB      | MAR      | APRIL    | MAY      | JUN      | JUL      | AUG      | SEP      | OCT      | NOV      | DEC      | TOTAL       |
|---|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|-------------|
| Turf Maintenance and Detailing<br>(Component A) -<br><i>Turf Maintenance/Detailing/Communication/Staffing</i> | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$10,200.00 |
| TURF CARE<br>(Component B)<br><i>Bahia/St Augustine/Zoysia</i>  |          |          |          |          |          |          |          |          |          |          |          |          | \$0.00      |
| TREE/SHRUB CARE Includes OTC if Applicable<br>(Component C)<br><i>Tree/Shrub Fert/OTC/Drenching</i>           |          |          |          |          |          |          |          |          |          |          |          |          | \$0.00      |
| IRRIGATION MAINT.<br>(Component D)<br><i>Irrigation Inspections</i>   |          |          |          |          |          |          |          |          |          |          |          |          | \$0.00      |
| ANNUAL CHANGES -<br>(Component E.1)<br><i>Per Annual Pricing: \$2 Estimate Count and Month</i>                |          |          |          |          |          |          |          |          |          |          |          |          | \$0.00      |
| BED DRESSING - Estimate mulch yds<br>(Component E.2)<br><i>Brown Cocoa Mulch - Per Yard Pricing: \$58</i>     |          |          |          |          |          |          |          |          |          |          |          |          | \$0.00      |
| PALM TRIMMING 2x Per Year<br>(Component E.3) <i>Per Palm Price: \$50</i><br><i>Palm counts: 313</i>           |          |          |          |          |          |          |          |          |          |          |          |          | \$0.00      |
| <b>TOTAL FEE PER MONTH:</b>   | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$10,200    |

|                   |          |          |          |          |          |          |          |          |          |          |          |          |          |
|-------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|
| Flat Fee Schedule | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$850.00 | \$10,200 |
|-------------------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|----------|

|   |             |
|---|-------------|
| Essential Services<br>Mowing/Detailing/Irrigation/Fert and Pest | \$10,200.00 |
|---|-------------|

|   |        |
|---|--------|
| Extra Services<br>Annual Changes, Palm Pruning, Mulch | \$0.00 |
|---|--------|

|       |             |
|-------|-------------|
| TOTAL | \$10,200.00 |
|-------|-------------|



# SECTION D

# SECTION 1

# Hamilton Bluff Community Development District

## Summary of Checks

November 23, 2025 to January 24, 2026

| Bank            | Date                 | Check No.'s | Amount        |
|-----------------|----------------------|-------------|---------------|
| General Fund    |                      |             |               |
|                 | 11/24/25             | 287-291     | \$ 41,951.94  |
|                 | 12/9/25              | 292         | \$ 14,922.00  |
|                 | 12/16/25             | 293         | \$ 5,219.53   |
|                 | 12/22/25             | 294-295     | \$ 510,900.41 |
|                 | 1/5/26               | 296-298     | \$ 12,198.92  |
|                 | 1/13/26              | 299         | \$ 14,922.00  |
|                 | 1/21/26              | 300-303     | \$ 14,501.25  |
|                 |                      | Autodrafts  | \$ 9,475.06   |
|                 |                      | Total       | \$ 624,091.11 |
| Supervisor Fees |                      |             |               |
|                 | <u>December 2025</u> |             |               |
|                 | Emily J Hazelrig     | 50022       | \$ 184.70     |
|                 | Bobbie J Henley      | 50025       | \$ 184.70     |
|                 | Lauren Schwenk       | 50024       | \$ 184.70     |
|                 | Lindsey E Roden      | 50023       | \$ 184.70     |
|                 |                      | Total       | \$ 738.80     |
|                 |                      |             | \$ 634,304.97 |

| CHECK<br>DATE | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME                         | STATUS | AMOUNT    | ....CHECK.....<br>AMOUNT # |
|---------------|-------|-----------------------------------|--|-------------------------------------|--------|-----------|----------------------------|
| 11/24/25      | 00007 | 11/19/25 22469728                 | 202510 310-51300-31100                           | GEN ENGINEERING OCT25               | *      | 275.00    |                            |
|               |       |                                   |  | DEWBERRY ENGINEERS INC.             |        |           | 275.00 000287              |
| 11/24/25      | 00001 | 11/01/25 60                       | 202511 320-53800-34000                           | FIELD MANAGEMENT                    | *      | 1,250.00  |                            |
|               |       | 11/01/25 61                       | 202511 310-51300-34000                           | MANAGEMENT FEES                     | *      | 3,261.67  |                            |
|               |       | 11/01/25 61                       | 202511 310-51300-35200                           | WEBSITE ADMINISTRATION              | *      | 108.17    |                            |
|               |       | 11/01/25 61                       | 202511 310-51300-35100                           | INFORMATION TECHNOLOGY              | *      | 162.25    |                            |
|               |       | 11/01/25 61                       | 202511 310-51300-31300                           | DISSEMINATION AGENT SERV            | *      | 429.17    |                            |
|               |       | 11/01/25 61                       | 202511 310-51300-51000                           | OFFICE SUPPLIES                     | *      | 2.80      |                            |
|               |       | 11/01/25 61                       | 202511 310-51300-42000                           | POSTAGE                             | *      | 6.84      |                            |
|               |       |                                   |  | GOVERNMENTAL MANAGEMENT SERVICES-CF |        |           | 5,220.90 000288            |
| 11/24/25      | 00014 | 11/14/25 13586                    | 202510 310-51300-31500                           | GENERAL COUNSEL - OCT25             | *      | 1,624.75  |                            |
|               |       |                                   |  | KILINSKI VAN WYK PLLC               |        |           | 1,624.75 000289            |
| 11/24/25      | 00035 | 11/01/25 20708                    | 202511 320-53800-46200                           | LANDSCAPE MAINT - NOV 25            | *      | 14,922.00 |                            |
|               |       |                                   |  | PRINCE & SONS, INC.                 |        |           | 14,922.00 000290           |
| 11/24/25      | 00040 | 10/13/25 4652354                  | 202510 300-15500-10000                           | DEBT 1% ADMIN FEE                   | *      | 14,309.54 |                            |
|               |       | 10/13/25 4652355                  | 202510 300-15500-10000                           | MAINT 1% ADMIN FEE                  | *      | 5,599.75  |                            |
|               |       |                                   |  | POLK COUNTY PROPERTY APPRAISER      |        |           | 19,909.29 000291           |
| 12/09/25      | 00035 | 12/01/25 21235                    | 202512 320-53800-46200                           | LANDSCAPE MAINT DEC25               | *      | 14,922.00 |                            |
|               |       |                                   |  | PRINCE & SONS, INC.                 |        |           | 14,922.00 000292           |
| 12/16/25      | 00001 | 12/01/25 63                       | 202512 320-53800-34000                           | FIELD MANAGEMENT                    | *      | 1,250.00  |                            |
|               |       | 12/01/25 64                       | 202512 310-51300-34000                           | MANAGEMENT FEES                     | *      | 3,261.67  |                            |
|               |       | 12/01/25 64                       | 202512 310-51300-35200                           | WEBSITE ADMINISTRATION              | *      | 108.17    |                            |
|               |       | 12/01/25 64                       | 202512 310-51300-35100                           | INFORMATION TECHNOLOGY              | *      | 162.25    |                            |

HAMB HAMILTON BLUFF KCOSTA

| CHECK DATE                          | VEND# | INVOICE DATE | INVOICE  | EXPENSED TO YRMO | DPT ACCT#       | SUB SUBCLASS | VENDOR NAME               | STATUS | AMOUNT     | CHECK AMOUNT | CHECK # |
|-------------------------------------|-------|--------------|----------|------------------|-----------------|--------------|---------------------------|--------|------------|--------------|---------|
| 12/01/25                            | 64    | 12/01/25     | 64       | 202512           | 310-51300-31300 |              | DISSEMINATION AGENT SVC   | *      | 429.17     |              |         |
| 12/01/25                            | 64    | 12/01/25     | 64       | 202512           | 310-51300-51000 |              | OFFICE SUPPLIES           | *      | .12        |              |         |
| 12/01/25                            | 64    | 12/01/25     | 64       | 202512           | 310-51300-42000 |              | POSTAGE                   | *      | 2.97       |              |         |
| 12/01/25                            | 64    | 12/01/25     | 64       | 202512           | 310-51300-42500 |              | STAPLES-SEP COVER 10/7/25 | *      | 5.18       |              |         |
| GOVERNMENTAL MANAGEMENT SERVICES-CF |       |              |          |                  |                 |              |                           |        |            | 5,219.53     | 000293  |
| 12/22/25                            | 00023 | 12/19/25     | 12192025 | 202512           | 300-20700-10000 |              | FY26 ASSESS TXFER S2024   | *      | 510,223.41 |              |         |
| HAMILTON BLUFF CDD C/O USBANK       |       |              |          |                  |                 |              |                           |        |            | 510,223.41   | 000294  |
| 12/22/25                            | 00014 | 12/17/25     | 13816    | 202511           | 310-51300-31500 |              | GENERAL COUNSEL NOV25     | *      | 677.00     |              |         |
| KILINSKI VAN WYK PLLC               |       |              |          |                  |                 |              |                           |        |            | 677.00       | 000295  |
| 1/05/26                             | 00041 | 12/19/25     | 7891-12- | 202512           | 310-51300-31200 |              | SPECIAL ASSESS BOND S2024 | *      | 450.00     |              |         |
| AMERICAN MUNICIPAL TAX-EXEMPT       |       |              |          |                  |                 |              |                           |        |            | 450.00       | 000296  |
| 1/05/26                             | 00035 | 12/15/25     | 21459    | 202512           | 320-53800-49000 |              | PALM TREE INJECTION       | *      | 330.00     |              |         |
| PRINCE & SONS, INC.                 |       |              |          |                  |                 |              |                           |        |            | 330.00       | 000297  |
| 1/05/26                             | 00037 | 12/01/25     | 12012025 | 202512           | 330-57200-48400 |              | PLAYGROUND LEASE DEC25    | *      | 3,806.31   |              |         |
|                                     |       | 1/01/26      | 01012026 | 202601           | 330-57200-48400 |              | PLAYGROUND LEASE JAN26    | *      | 3,806.30   |              |         |
|                                     |       | 2/01/26      | 02012026 | 202601           | 300-15500-10000 |              | PLAYGROUND LEASE FEB26    | *      | 3,806.31   |              |         |
| RODNEY W. BONNETT                   |       |              |          |                  |                 |              |                           |        |            | 11,418.92    | 000298  |
| 1/13/26                             | 00035 | 1/01/26      | 21721    | 202601           | 320-53800-46200 |              | LAWN MAINTENANCE JAN26    | *      | 14,922.00  |              |         |
| PRINCE & SONS, INC.                 |       |              |          |                  |                 |              |                           |        |            | 14,922.00    | 000299  |
| 1/21/26                             | 00042 | 1/05/26      | 9391     | 202601           | 320-53800-49000 |              | HOLIDAY DECOR INST&REMOVE | *      | 7,450.00   |              |         |
| SPARKLING POOLS AND LIGHTS, LLC     |       |              |          |                  |                 |              |                           |        |            | 7,450.00     | 000300  |
| 1/21/26                             | 00001 | 1/01/26      | 67       | 202601           | 320-53800-34000 |              | FIELD MANAGEMENT          | *      | 1,250.00   |              |         |
|                                     |       | 1/01/26      | 68       | 202601           | 310-51300-34000 |              | MANAGEMENT FEES           | *      | 3,261.67   |              |         |

HAMB HAMILTON BLUFF KCOSTA

| CHECK DATE                          | VEND# | INVOICE DATE | INVOICE                 | EXPENSED TO YRMO | DPT | ACCT# | SUB   | SUBCLASS | VENDOR NAME | STATUS | AMOUNT     | CHECK AMOUNT | CHECK # |
|-------------------------------------|-------|--------------|-------------------------|------------------|-----|-------|-------|----------|-------------|--------|------------|--------------|---------|
| 1/01/26                             | 68    |              |                         | 202601           | 310 | 51300 | 35200 |          |             | *      | 108.17     |              |         |
|                                     |       |              | WEBSITE ADMINISTRATION  |                  |     |       |       |          |             |        |            |              |         |
| 1/01/26                             | 68    |              |                         | 202601           | 310 | 51300 | 35100 |          |             | *      | 162.25     |              |         |
|                                     |       |              | INFORMATION TECHNOLOGY  |                  |     |       |       |          |             |        |            |              |         |
| 1/01/26                             | 68    |              |                         | 202601           | 310 | 51300 | 31300 |          |             | *      | 429.17     |              |         |
|                                     |       |              | DISSEMINATION AGENT SVC |                  |     |       |       |          |             |        |            |              |         |
| 1/01/26                             | 68    |              |                         | 202601           | 310 | 51300 | 51000 |          |             | *      | 2.77       |              |         |
|                                     |       |              | OFFICE SUPPLIES         |                  |     |       |       |          |             |        |            |              |         |
| 1/01/26                             | 68    |              |                         | 202601           | 310 | 51300 | 42000 |          |             | *      | 93.47      |              |         |
|                                     |       |              | POSTAGE                 |                  |     |       |       |          |             |        |            |              |         |
| GOVERNMENTAL MANAGEMENT SERVICES-CF |       |              |                         |                  |     |       |       |          |             |        | 5,307.50   | 000301       |         |
| 1/21/26                             | 00014 | 1/13/26      | 14031                   | 202512           | 310 | 51300 | 31500 |          |             | *      | 1,438.30   |              |         |
|                                     |       |              | GENERAL COUNSEL DEC25   |                  |     |       |       |          |             |        |            |              |         |
| KILINSKI VAN WYK PLLC               |       |              |                         |                  |     |       |       |          |             |        | 1,438.30   | 000302       |         |
| 1/21/26                             | 00043 | 1/13/26      | 259                     | 202601           | 310 | 51300 | 42000 |          |             | *      | 305.45     |              |         |
|                                     |       |              | REIMBURSE POSTAGE EXP   |                  |     |       |       |          |             |        |            |              |         |
| POLK COUNTY TAX COLLECTOR           |       |              |                         |                  |     |       |       |          |             |        | 305.45     | 000303       |         |
| TOTAL FOR BANK A                    |       |              |                         |                  |     |       |       |          |             |        | 614,616.05 |              |         |

HAMB HAMILTON BLUFF KCOSTA

| CHECK DATE | VEND# | .....INVOICE.....<br>DATE INVOICE                                    | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT   | ....CHECK....<br>AMOUNT # |
|------------|-------|--|---|----------|-------------|--------|----------|---------------------------|
| 11/24/25   | 00036 | 11/13/25 2899-11. 202511 320-53800-43000<br>1401 POCKET WILD NOV25   |   |          | DUKE ENERGY | *      | 435.81   | 435.81 080008             |
| 11/24/25   | 00036 | 11/13/25 3725-11. 202511 320-53800-43000<br>1500 REDWOOD NOV25       |   |          | DUKE ENERGY | *      | 21.29    | 21.29 080009              |
| 11/24/25   | 00036 | 11/13/25 5025-11. 202511 320-53800-43000<br>2675 ABSOLUTE IRRG NOV25 |   |          | DUKE ENERGY | *      | 300.03   | 300.03 080010             |
| 11/24/25   | 00036 | 11/14/25 1386-11. 202511 320-53800-43100<br>0000 WATER TANK WT NOV25 |   |          | DUKE ENERGY | *      | 2,361.82 | 2,361.82 080011           |
| 12/19/25   | 00036 | 12/12/25 3725-12. 202512 320-53800-43000<br>1500 REDWOOD DEC25       |   |          | DUKE ENERGY | *      | 21.29    | 21.29 080012              |
| 12/19/25   | 00036 | 12/12/25 5025-12. 202512 320-53800-43000<br>2675 ABSOLUTE IRRG DEC25 |   |          | DUKE ENERGY | *      | 329.73   | 329.73 080013             |
| 12/19/25   | 00036 | 12/15/25 1386-12. 202512 320-53800-43100<br>0000 WATER TANK WT DEC25 |   |          | DUKE ENERGY | *      | 2,361.82 | 2,361.82 080014           |
| 12/19/25   | 00036 | 12/15/25 2899-12. 202512 320-53800-43000<br>1401 POCKET WILD DEC25   |   |          | DUKE ENERGY | *      | 468.61   | 468.61 080015             |
| 1/21/26    | 00036 | 1/15/26 1386-01. 202601 320-53800-43100<br>00 WATER TANK LITE JAN26  |   |          | DUKE ENERGY | *      | 2,359.64 | 2,359.64 080016           |
| 1/21/26    | 00036 | 1/15/26 2899-01. 202601 320-53800-43000<br>1401 POCKET WILD JAN26    |   |          | DUKE ENERGY | *      | 458.58   | 458.58 080017             |
| 1/21/26    | 00036 | 1/15/26 3725-01. 202601 320-53800-43000<br>1500 REDWOOD JAN26        |   |          | DUKE ENERGY | *      | 20.02    | 20.02 080018              |
| 1/21/26    | 00036 | 1/15/26 5025-01. 202601 320-53800-43000<br>2675 ABSOLUTE IRRG JAN26  |   |          | DUKE ENERGY | *      | 336.42   | 336.42 080019             |

TOTAL FOR BANK Z 9,475.06

HAMB HAMILTON BLUFF KCOSTA

| CHECK<br>DATE      | VEND# | .....INVOICE.....<br>DATE INVOICE | ...EXPENSED TO...<br>YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT     | ....CHECK.....<br>AMOUNT # |
|--------------------|-------|-----------------------------------|--|-------------|--------|------------|----------------------------|
| TOTAL FOR REGISTER |       |                                   |  |             |        | 624,091.11 |                            |

HAMB HAMILTON BLUFF KCOSTA

# SECTION 2

***Hamilton Bluff***  
***Community Development District***

***Unaudited Financial Reporting***  
***December 31, 2025***



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**Hamilton Bluff**  
**Community Development District**  
**Combined Balance Sheet**  
**December 31, 2025**

|   | General<br>Fund     | Debt Service<br>Fund | Capital Projects<br>Fund | Totals<br>Governmental Funds |
|---|---------------------|----------------------|--------------------------|------------------------------|
| <b>Assets:</b>                              |                     |                      |                          |                              |
| <b>Cash:</b>                                |                     |                      |                          |                              |
| Operating Account                           | \$ 1,800,108        | \$ -                 | \$ -                     | \$ 1,800,108                 |
| Due from Developer                          | \$ -                | \$ -                 | \$ 18,481                | \$ 18,481                    |
| Due from General Fund                       | \$ -                | \$ 809,538           | \$ -                     | \$ 809,538                   |
| <b>Investments:</b>                         |                     |                      |                          |                              |
| <i>Series 2024</i>                          |                     |                      |                          |                              |
| Construction                                | \$ -                | \$ -                 | \$ 2,049                 | \$ 2,049                     |
| Reserve                                     | \$ -                | \$ 665,395           | \$ -                     | \$ 665,395                   |
| Revenue                                     | \$ -                | \$ 536,769           | \$ -                     | \$ 536,769                   |
| <b>Total Assets</b>                         | <b>\$ 1,800,108</b> | <b>\$ 2,011,702</b>  | <b>\$ 20,530</b>         | <b>\$ 3,832,340</b>          |
| <b>Liabilities:</b>                         |                     |                      |                          |                              |
| Accounts Payable                            | \$ 6,025            | \$ -                 | \$ -                     | \$ 6,025                     |
| Due to Debt Service                         | \$ 809,538          | \$ -                 | \$ -                     | \$ 809,538                   |
| <b>Total Liabilities</b>                    | <b>\$ 815,563</b>   | <b>\$ -</b>          | <b>\$ -</b>              | <b>\$ 815,563</b>            |
| <b>Fund Balance:</b>                        |                     |                      |                          |                              |
| Restricted For:                             |                     |                      |                          |                              |
| Debt Service - Series 2024                  | \$ -                | \$ 2,011,702         | \$ -                     | \$ 2,011,702                 |
| Capital Projects - Series 2024              | \$ -                | \$ -                 | \$ 20,530                | \$ 20,530                    |
| Unassigned                                  | \$ 984,545          | \$ -                 | \$ -                     | \$ 984,545                   |
| <b>Total Fund Balances</b>                  | <b>\$ 984,545</b>   | <b>\$ 2,011,702</b>  | <b>\$ 20,530</b>         | <b>\$ 3,016,777</b>          |
| <b>Total Liabilities &amp; Fund Balance</b> | <b>\$ 1,800,108</b> | <b>\$ 2,011,702</b>  | <b>\$ 20,530</b>         | <b>\$ 3,832,340</b>          |

# Hamilton Bluff

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2025

|   | Adopted           | Prorated Budget   | Actual            |                 |
|---|-------------------|-------------------|-------------------|-----------------|
|   | Budget            | Thru 12/31/25     | Thru 12/31/25     | Variance        |
| <b><u>Revenues:</u></b>                     |                   |                   |                   |                 |
| Assessments - On Roll                       | \$ 520,770        | \$ 516,462        | \$ 516,462        | \$ -            |
| Assessments - Direct                        | \$ 96,038         | \$ 48,019         | \$ 48,019         | \$ -            |
| Interest                                    | \$ -              | \$ -              | \$ 3              | \$ 3            |
| <b>Total Revenues</b>                       | <b>\$ 616,809</b> | <b>\$ 564,481</b> | <b>\$ 564,484</b> | <b>\$ 3</b>     |
| <b><u>Expenditures:</u></b>                 |                   |                   |                   |                 |
| <b><u>General &amp; Administrative:</u></b> |                   |                   |                   |                 |
| Supervisor Fees                             | \$ 12,000         | \$ 3,000          | \$ 1,600          | \$ 1,400        |
| Employer FICA Expense                       | \$ 918            | \$ 230            | \$ 122            | \$ 107          |
| Engineering                                 | \$ 10,000         | \$ 2,500          | \$ 838            | \$ 1,663        |
| Attorney                                    | \$ 25,000         | \$ 6,250          | \$ 3,740          | \$ 2,510        |
| Annual Audit                                | \$ 3,150          | \$ -              | \$ -              | \$ -            |
| Assessment Administration                   | \$ 5,150          | \$ 5,150          | \$ 5,150          | \$ -            |
| Arbitrage                                   | \$ 450            | \$ 450            | \$ 450            | \$ -            |
| Dissemination                               | \$ 5,150          | \$ 1,288          | \$ 1,288          | \$ (0)          |
| Disclosure Software                         | \$ 2,500          | \$ 2,500          | \$ 2,500          | \$ -            |
| Trustee Fees                                | \$ 4,500          | \$ 4,500          | \$ 6,532          | \$ (2,032)      |
| Management Fees                             | \$ 39,140         | \$ 9,785          | \$ 9,785          | \$ -            |
| Information Technology                      | \$ 1,947          | \$ 487            | \$ 487            | \$ (0)          |
| Website Maintenance                         | \$ 1,298          | \$ 324            | \$ 325            | \$ (0)          |
| Postage & Delivery                          | \$ 1,000          | \$ 250            | \$ 36             | \$ 214          |
| Insurance                                   | \$ 7,434          | \$ 7,434          | \$ 5,602          | \$ 1,832        |
| Copies                                      | \$ 500            | \$ 125            | \$ 5              | \$ 120          |
| Legal Advertising                           | \$ 5,000          | \$ 1,250          | \$ -              | \$ 1,250        |
| Other Current Charges                       | \$ 2,000          | \$ 500            | \$ -              | \$ 500          |
| Office Supplies                             | \$ 625            | \$ 156            | \$ 3              | \$ 153          |
| Dues, Licenses & Subscriptions              | \$ 175            | \$ 175            | \$ 175            | \$ -            |
| <b>Total General &amp; Administrative</b>   | <b>\$ 127,937</b> | <b>\$ 46,353</b>  | <b>\$ 38,636</b>  | <b>\$ 7,717</b> |

# Hamilton Bluff

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2025

|  | Adopted           | Prorated Budget   | Actual            |                    |
|--|-------------------|-------------------|-------------------|--------------------|
|  | Budget            | Thru 12/31/25     | Thru 12/31/25     | Variance           |
| <i><u>Operations &amp; Maintenance</u></i>               |                   |                   |                   |                    |
| <i><u>Field Expenditures</u></i>                         |                   |                   |                   |                    |
| Property Insurance                                       | \$ 13,500         | \$ 13,500         | \$ 1,732          | \$ 11,768          |
| Field Management   | \$ 15,000         | \$ 3,750          | \$ 3,750          | \$ -               |
| Landscape Maintenance                                    | \$ 179,072        | \$ 44,768         | \$ 44,766         | \$ 2               |
| Landscape Replacement                                    | \$ 12,000         | \$ 3,000          | \$ -              | \$ 3,000           |
| Pond Maintenance   | \$ 14,400         | \$ 3,600          | \$ -              | \$ 3,600           |
| Streetlighting   | \$ 55,000         | \$ 13,750         | \$ 7,085          | \$ 6,665           |
| Electric   | \$ 1,500          | \$ 375            | \$ 1,446          | \$ (1,071)         |
| Water & Sewer  | \$ 35,000         | \$ 8,750          | \$ -              | \$ 8,750           |
| Irrigation Repairs                                       | \$ 7,500          | \$ 1,875          | \$ -              | \$ 1,875           |
| General Repairs & Maintenance                            | \$ 12,500         | \$ 3,125          | \$ -              | \$ 3,125           |
| Holiday Décor  | \$ 7,500          | \$ 1,875          | \$ -              | \$ 1,875           |
| Field Contingency  | \$ 7,500          | \$ 1,875          | \$ 330            | \$ 1,545           |
| <b>Total Field Expenditures</b>                          | <b>\$ 360,472</b> | <b>\$ 100,243</b> | <b>\$ 59,110</b>  | <b>\$ 41,133</b>   |
| <i><u>Amenity Expenditures</u></i>                       |                   |                   |                   |                    |
| Amenity - Electric                                       | \$ 10,875         | \$ 2,719          | \$ -              | \$ 2,719           |
| Amenity - Water  | \$ 4,125          | \$ 1,031          | \$ -              | \$ 1,031           |
| Playground Lease   | \$ 41,250         | \$ 10,313         | \$ 7,613          | \$ 2,700           |
| Internet   | \$ 1,200          | \$ 300            | \$ -              | \$ 300             |
| Pest Control   | \$ 825            | \$ 206            | \$ -              | \$ 206             |
| Janitorial Service                                       | \$ 10,125         | \$ 2,531          | \$ -              | \$ 2,531           |
| Amenity Management                                       | \$ 7,500          | \$ 1,875          | \$ -              | \$ 1,875           |
| Security Services  | \$ 18,000         | \$ 4,500          | \$ -              | \$ 4,500           |
| Pool Maintenance   | \$ 19,500         | \$ 4,875          | \$ -              | \$ 4,875           |
| Amenity Repairs & Maintenance                            | \$ 7,500          | \$ 1,875          | \$ -              | \$ 1,875           |
| Contingency  | \$ 7,500          | \$ 1,875          | \$ -              | \$ 1,875           |
| Capital Outlay   | \$ -              | \$ -              | \$ 89,573         | \$ (89,573)        |
| <b>Total Amenity Expenditures</b>                        | <b>\$ 128,400</b> | <b>\$ 32,100</b>  | <b>\$ 97,185</b>  | <b>\$ (65,085)</b> |
| <b>Total Operations &amp; Maintenance</b>                | <b>\$ 488,872</b> | <b>\$ 132,343</b> | <b>\$ 156,295</b> | <b>\$ (23,952)</b> |
| <b>Total Expenditures</b>                                | <b>\$ 616,809</b> | <b>\$ 178,696</b> | <b>\$ 194,931</b> | <b>\$ (16,235)</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ -</b>       |                   | <b>\$ 369,553</b> |                    |
| <i><u>Other Financing Sources/(Uses):</u></i>            |                   |                   |                   |                    |
| Lease Proceeds   | \$ -              | \$ -              | \$ 179,145        | \$ 179,145         |
| <b>Total Other Financing Sources/(Uses)</b>              | <b>\$ -</b>       | <b>\$ -</b>       | <b>\$ 179,145</b> | <b>\$ 179,145</b>  |
| <b>Net Change in Fund Balance</b>                        | <b>\$ -</b>       |                   | <b>\$ 548,698</b> |                    |
| <b>Fund Balance - Beginning</b>                          | <b>\$ -</b>       |                   | <b>\$ 435,847</b> |                    |
| <b>Fund Balance - Ending</b>                             | <b>\$ -</b>       |                   | <b>\$ 984,545</b> |                    |

**Hamilton Bluff**  
**Community Development District**  
**Series 2024 Debt Service Fund**  
**Statement of Revenues, Expenditures, and Changes in Fund Balance**  
**For The Period Ending December 31, 2025**

|  | Adopted<br>Budget   | Prorated Budget<br>Thru 12/31/25 | Actual<br>Thru 12/31/25 | Variance    |
|--|---------------------|----------------------------------|-------------------------|-------------|
| <b>Revenues:</b>   |                     |                                  |                         |             |
| Assessments  | \$ 1,330,790        | \$ 1,319,762                     | \$ 1,319,762            | \$ -        |
| Interest   | \$ 38,717           | \$ 10,456                        | \$ 10,456               | \$ -        |
| <b>Total Revenues</b>                                    | <b>\$ 1,369,507</b> | <b>\$ 1,330,218</b>              | <b>\$ 1,330,218</b>     | <b>\$ -</b> |
| <b>Expenditures:</b>                                     |                     |                                  |                         |             |
| Interest - 11/1  | \$ 527,113          | \$ 527,113                       | \$ 527,113              | \$ -        |
| Principal - 5/1  | \$ 280,000          | \$ -                             | \$ -                    | \$ -        |
| Interest - 5/1   | \$ 527,113          | \$ -                             | \$ -                    | \$ -        |
| <b>Total Expenditures</b>                                | <b>\$ 1,334,225</b> | <b>\$ 527,113</b>                | <b>\$ 527,113</b>       | <b>\$ -</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ 35,282</b>    | <b>\$ 803,105</b>                | <b>\$ 803,105</b>       | <b>\$ -</b> |
| <b>Other Financing Sources/(Uses):</b>                   |                     |                                  |                         |             |
| Transfer In/(Out)  | \$ -                | \$ -                             | \$ (6,546)              | \$ (6,546)  |
| <b>Total Other Financing Sources/(Uses)</b>              | <b>\$ -</b>         | <b>\$ -</b>                      | <b>\$ (6,546)</b>       | <b>\$ -</b> |
| <b>Net Change in Fund Balance</b>                        | <b>\$ 35,282</b>    | <b>\$ -</b>                      | <b>\$ 796,559</b>       | <b>\$ -</b> |
| <b>Fund Balance - Beginning</b>                          | <b>\$ 564,819</b>   | <b>\$ -</b>                      | <b>\$ 1,215,143</b>     | <b>\$ -</b> |
| <b>Fund Balance - Ending</b>                             | <b>\$ 600,101</b>   | <b>\$ -</b>                      | <b>\$ 2,011,702</b>     | <b>\$ -</b> |

# Hamilton Bluff

## Community Development District

### Series 2024 Capital Projects Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending December 31, 2025

|  | Adopted<br>Budget | Prorated Budget<br>Thru 12/31/25 | Actual<br>Thru 12/31/25 | Variance            |
|--|-------------------|----------------------------------|-------------------------|---------------------|
| <b>Revenues</b>  |                   |                                  |                         |                     |
| Developer Contributions                                  | \$ -              | \$ -                             | \$ 315,615              | \$ 315,615          |
| Interest   | \$ -              | \$ -                             | \$ 934                  | \$ 934              |
| <b>Total Revenues</b>                                    | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 316,549</b>       | <b>\$ 316,549</b>   |
| <b>Expenditures:</b>                                     |                   |                                  |                         |                     |
| Capital Outlay   | \$ -              | \$ -                             | \$ 302,565              | \$ (302,565)        |
| <b>Total Expenditures</b>                                | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 302,565</b>       | <b>\$ (302,565)</b> |
| <b>Excess (Deficiency) of Revenues over Expenditure:</b> | <b>\$ -</b>       |                                  | <b>\$ 13,984</b>        |                     |
| <b>Other Financing Sources/(Uses)</b>                    |                   |                                  |                         |                     |
| Transfer In/(Out)  | \$ -              | \$ -                             | \$ 6,546                | \$ 6,546            |
| <b>Total Other Financing Sources (Uses)</b>              | <b>\$ -</b>       | <b>\$ -</b>                      | <b>\$ 6,546</b>         | <b>\$ 6,546</b>     |
| <b>Net Change in Fund Balance</b>                        | <b>\$ -</b>       |                                  | <b>\$ 20,530</b>        |                     |
| <b>Fund Balance - Beginning</b>                          | <b>\$ -</b>       |                                  | <b>\$ -</b>             |                     |
| <b>Fund Balance - Ending</b>                             | <b>\$ -</b>       |                                  | <b>\$ 20,530</b>        |                     |

**Hamilton Bluff**  
Community Development District  
Month to Month

|   | Oct              | Nov              | Dec               | Jan         | Feb         | March       | April       | May         | June        | July        | Aug         | Sept        | Total             |
|---|------------------|------------------|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------------|
| <b>Revenues:</b>                          |                  |                  |                   |             |             |             |             |             |             |             |             |             |                   |
| Assessments - On Roll                     | \$ -             | \$ 2,761         | \$ 513,701        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 516,462        |
| Assessments - Direct                      | \$ -             | \$ 48,019        | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 48,019         |
| Interest                                  | \$ -             | \$ -             | \$ 3              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 3              |
| <b>Total Revenues</b>                     | <b>\$ -</b>      | <b>\$ 50,780</b> | <b>\$ 513,704</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 564,484</b> |
| <b>Expenditures:</b>                      |                  |                  |                   |             |             |             |             |             |             |             |             |             |                   |
| <b>General &amp; Administrative:</b>      |                  |                  |                   |             |             |             |             |             |             |             |             |             |                   |
| Supervisor Fees                           | \$ 800           | \$ -             | \$ 800            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,600          |
| Employer FICA Expense                     | \$ 61            | \$ -             | \$ 61             | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 122            |
| Engineering                               | \$ 838           | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 838            |
| Attorney                                  | \$ 1,625         | \$ 677           | \$ 1,438          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 3,740          |
| Annual Audit                              | \$ -             | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Assessment Administration                 | \$ 5,150         | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 5,150          |
| Arbitrage                                 | \$ -             | \$ -             | \$ 450            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 450            |
| Dissemination                             | \$ 429           | \$ 429           | \$ 429            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,288          |
| Disclosure Software                       | \$ 2,500         | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 2,500          |
| Trustee Fees                              | \$ 6,532         | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 6,532          |
| Management Fees                           | \$ 3,262         | \$ 3,262         | \$ 3,262          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 9,785          |
| Information Technology                    | \$ 162           | \$ 162           | \$ 162            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 487            |
| Website Maintenance                       | \$ 108           | \$ 108           | \$ 108            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 325            |
| Postage & Delivery                        | \$ 26            | \$ 7             | \$ 3              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 36             |
| Insurance                                 | \$ 5,602         | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 5,602          |
| Copies                                    | \$ -             | \$ -             | \$ 5              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 5              |
| Legal Advertising                         | \$ -             | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Other Current Charges                     | \$ -             | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Office Supplies                           | \$ 0             | \$ 3             | \$ 0              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 3              |
| Dues, Licenses & Subscriptions            | \$ 175           | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 175            |
| <b>Total General &amp; Administrative</b> | <b>\$ 27,269</b> | <b>\$ 4,648</b>  | <b>\$ 6,719</b>   | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 38,636</b>  |
| <b>Operations &amp; Maintenance</b>       |                  |                  |                   |             |             |             |             |             |             |             |             |             |                   |
| <b>Field Expenditures</b>                 |                  |                  |                   |             |             |             |             |             |             |             |             |             |                   |
| Property Insurance                        | \$ 1,732         | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,732          |
| Field Management                          | \$ 1,250         | \$ 1,250         | \$ 1,250          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 3,750          |
| Landscape Maintenance                     | \$ 14,922        | \$ 14,922        | \$ 14,922         | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 44,766         |
| Landscape Replacement                     | \$ -             | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Pond Maintenance                          | \$ -             | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Streetlighting                            | \$ 2,362         | \$ 2,362         | \$ 2,362          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 7,085          |
| Electric                                  | \$ 651           | \$ 669           | \$ 126            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 1,446          |
| Water & Sewer                             | \$ -             | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Irrigation Repairs                        | \$ -             | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| General Repairs & Maintenance             | \$ -             | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Holiday Décor                             | \$ -             | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Field Contingency                         | \$ -             | \$ -             | \$ 330            | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 330            |
| <b>Total Field Expenditures</b>           | <b>\$ 20,917</b> | <b>\$ 19,203</b> | <b>\$ 18,990</b>  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 59,110</b>  |

**Hamilton Bluff**  
**Community Development District**  
**Month to Month**

|  | Oct                 | Nov              | Dec               | Jan         | Feb         | March       | April       | May         | June        | July        | Aug         | Sept        | Total             |
|--|---------------------|------------------|-------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------------|
| <b><i>Amenity Expenditures</i></b>                       |                     |                  |                   |             |             |             |             |             |             |             |             |             |                   |
| Amenity - Electric                                       | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Amenity - Water  | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Playground Lease   | \$ -                | \$ 3,806         | \$ 3,806          | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 7,613          |
| Internet   | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Pest Control   | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Janitorial Service                                       | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Amenity Management                                       | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Security Services  | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Pool Maintenance   | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Amenity Repairs & Maintenance                            | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Contingency  | \$ -                | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -              |
| Capital Outlay   | \$ 89,573           | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 89,573         |
| <b>Total Amenity Expenditures</b>                        | <b>\$ 89,573</b>    | <b>\$ 3,806</b>  | <b>\$ 3,806</b>   | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 97,185</b>  |
| <b>Total Operations &amp; Maintenance</b>                | <b>\$ 110,489</b>   | <b>\$ 23,010</b> | <b>\$ 22,796</b>  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 156,295</b> |
| <b>Total Expenditures</b>                                | <b>\$ 137,758</b>   | <b>\$ 27,657</b> | <b>\$ 29,515</b>  | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 194,931</b> |
| <b>Excess (Deficiency) of Revenues over Expenditures</b> | <b>\$ (137,758)</b> | <b>\$ 23,123</b> | <b>\$ 484,188</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 369,553</b> |
| <b>Other Financing Sources/(Uses):</b>                   |                     |                  |                   |             |             |             |             |             |             |             |             |             |                   |
| Lease Proceeds   | \$ 179,145          | \$ -             | \$ -              | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ -        | \$ 179,145        |
| <b>Total Other Financing Sources/(Uses)</b>              | <b>\$ 179,145</b>   | <b>\$ -</b>      | <b>\$ -</b>       | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 179,145</b> |
| <b>Net Change in Fund Balance</b>                        | <b>\$ 41,387</b>    | <b>\$ 23,123</b> | <b>\$ 484,188</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ -</b> | <b>\$ 548,698</b> |

# Hamilton Bluff

## Community Development District

### Long Term Debt Report

| <b>Series 2024, Special Assessment Revenue Bonds</b> |                                 |                     |
|--|---------------------------------|---------------------|
| Interest Rate:                                       | 4.700%, 5.500%, 5.800%%         |                     |
| Maturity Date:                                       | 5/1/2054                        |                     |
| Reserve Fund Definition                              | 50% Maximum Annual Debt Service |                     |
| Reserve Fund Requirement                             | \$665,395                       |                     |
| Reserve Fund Balance                                 | \$665,395                       |                     |
| Bonds Outstanding - 3/14/24                          |                                 | \$19,165,000        |
| Less: Principal Payment - 5/1/25                     |                                 | (\$270,000)         |
| <b>Current Bonds Outstanding</b>                     |                                 | <b>\$18,895,000</b> |

**Hamilton Bluff**  
 Community Development District  
 Special Assessment Receipts  
 Fiscal Year 2026

ON ROLL ASSESSMENTS

Gross Assessments \$ 559,974.80 \$ 1,430,954.25 \$ 1,990,929.05  
 Net Assessments \$ 520,776.56 \$ 1,330,787.45 \$ 1,851,564.02

| Date         | Distribution      | Gross Amount           | Discount/Penalty      | Commision             | Interest    | Net Receipts           | 28%                  |                        | 72%                    |             | 100% |
|--------------|-------------------|------------------------|-----------------------|-----------------------|-------------|------------------------|----------------------|------------------------|------------------------|-------------|------|
|              |                   |                        |                       |                       |             |                        | General Fund         | Debt Service           | Total                  |             |      |
|              |                   |                        |                       |                       |             | \$ -                   | \$ -                 | \$ -                   | \$ -                   | \$ -        |      |
| 11/14/25     | 10/1/25-10/31/25  | \$ 7,825.98            | \$ (313.05)           | \$ (150.26)           | \$ -        | \$ 7,362.67            | \$ 2,070.85          | \$ 5,291.82            | \$ 7,362.67            | \$ -        |      |
| 11/21/25     | 11/01/25-11/07/25 | \$ 2,608.66            | \$ (104.35)           | \$ (50.09)            | \$ -        | \$ 2,454.22            | \$ 690.28            | \$ 1,763.94            | \$ 2,454.22            | \$ -        |      |
| 12/8/25      | 11/16/25-11/25/25 | \$ 765,288.89          | \$ (30,614.04)        | \$ (14,693.50)        | \$ -        | \$ 719,981.35          | \$ 202,504.16        | \$ 517,477.19          | \$ 719,981.35          | \$ -        |      |
| 12/8/25      | 1% Admin Adj      | \$ (19,909.29)         | \$ -                  | \$ -                  | \$ -        | \$ (19,909.29)         | \$ (5,599.75)        | \$ (14,309.54)         | \$ (19,909.29)         | \$ -        |      |
| 12/19/25     | 11/26/25-11/30/25 | \$ 427,712.73          | \$ (17,109.68)        | \$ (8,212.06)         | \$ -        | \$ 402,390.99          | \$ 113,177.72        | \$ 289,213.27          | \$ 402,390.99          | \$ -        |      |
| 12/31/25     | 12/01/25-12/15/25 | \$ 769,447.19          | \$ (30,729.15)        | \$ (14,774.36)        | \$ -        | \$ 723,943.68          | \$ 203,618.62        | \$ 520,325.06          | \$ 723,943.68          | \$ -        |      |
|              |                   |                        |                       |                       |             | \$ -                   | \$ -                 | \$ -                   | \$ -                   | \$ -        |      |
| <b>Total</b> |                   | <b>\$ 1,952,974.16</b> | <b>\$ (78,870.27)</b> | <b>\$ (37,880.27)</b> | <b>\$ -</b> | <b>\$ 1,836,223.62</b> | <b>\$ 516,461.88</b> | <b>\$ 1,319,761.74</b> | <b>\$ 1,836,223.62</b> | <b>\$ -</b> |      |

99.17% Net Percentage Collected  
 \$ 15,340.40 Balance Remaining To Collect

DIRECT ASSESSMENTS

| Cassidy Holdings, LLC<br>2026-01 |          |                      |                     |                     |                           |
|----------------------------------|----------|----------------------|---------------------|---------------------|---------------------------|
|                                  |          |                      | Net Assessments     | \$96,038.22         | \$96,038.22               |
| Date Received                    | Due Date | Check Number         | Net Assessed        | Amount Received     | Amt Received General Fund |
| 11/26/25                         | 11/1/25  | 789, 1481, 1748, 259 | \$48,019.11         | \$48,019.11         | \$48,019.11               |
|                                  | 2/1/26   |                      | \$24,009.55         |                     |                           |
|                                  | 5/1/26   |                      | \$24,009.55         |                     |                           |
|                                  |          |                      | <b>\$ 96,038.21</b> | <b>\$ 48,019.11</b> | <b>\$ 48,019.11</b>       |