AVENIR
COMMUNITY DEVELOPMENT DISTRICT

CITY OF PALM BEACH GARDENS

REGULAR BOARD MEETING
& PUBLIC HEARING
NOVEMBER 20, 2025
12:30 P.M.

Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

www.avenircdd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
AVENIR COMMUNITY DEVELOPMENT DISTRICT
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410
REGULAR BOARD MEETING & PUBLIC HEARING
November 20, 2025
12:30 p.m.

A. Call to Order

B. Proof of Publication

C. Establish Quorum

D. Additions or Deletions to Agenda

1. Comments from the Public for Items Not on the Agenda (**Limited to 3 Minutes Per Person**)

E. Approval of Minutes

1. September 25, 2025, Regular Board Meeting Minutes

F. Public Hearing

1. Proof of Publication
2. Receive Public Comments on Amenities Rules Handbook (**Limited to 3 Minutes Per Person**)
3. Consider Resolution No. 2025-15 – Amending Amenities Rules Handbook

G. Old Business

1. Consider Approval of East Break Bahia Turf Install Proposal (Arazoza)

H. New Business

1. Consider Resolution No. 2025-16 – Adopting a Fiscal Year 2024/2025 Amended Budget
2. Consider Resolution No. 2025-17 – Goals and Objectives Annual Report
3. Discussion Regarding Coconut Blvd Signal Maintenance
4. Consider Approval of Additional Flashing Crosswalk Signs (H&J)
5. Consider Approval of Amended and Restated Management Agreement (SDS)
6. Consider Approval of Tree Trimming Proposal in Solana Bay Tract (Arazoza)
7. Consider Approval of Pump Station Maintenance Agreement (Arazoza)
8. Consider Approval of Mulch Proposal (Arazoza)
9. Consider Approval of Front Entrance Bougainvillea Replacement (Arazoza)
10. Consider Approval of Irrigation Timer Proposal (Arazoza)
11. Consider Approval of Oak Tree Replacement Proposal (La Terre and Wingate) (Arazoza)
12. Consider Approval of Pod 21 Lake Fountain Proposals
13. Discussion Regarding CSXT Insurance Policy
14. Consider Award of Contract for Pod "D" Parkway Buffer Drainage System, Paving and Related Work

I. Change Orders

1. Consider Approval of Pod 18 – Kenco – Entry Miscellaneous Work (Crossroad Paving Solutions) ($17,188.23)
2. Consider Approval of Pod 18 – Kenco – FPL Backbone Installation (Viking Utility Services, Inc.) ($7,480.00)
3. Consider Approval of Pod 18 – Kenco – FPL Backbone Directional Bore (Viking Utility Services, Inc.) ($13,000.00)

J. Consent Agenda
    1. Consider Ratification of POD 21 Electrical Entry Gates Electrical Contract (AC Quality Electric)
    2. Consider Ratification of POD 21 Pod 21 Electrical Entry Gates Stone Contract (Titan Stone)
    3. Consider Ratification of Precast Wall Change Order (Permacast)
    4. Consider Ratification of Battery Replacement (Detroit Diesel Allison)
    5. Consider Ratification of Landscaping Proposal (Avenir and Panther Roundabout Annuals)
    6. Consider Ratification of Pump House Fence Proposal
    7. Consider Ratification of Royal Palm Replacement at Clubhouse (Arazoza)
    8. Consider Ratification of PB Signal Easement
    9. Consider Ratification of Conveyance of Lake Tracts to District (Avenir POD 11 - Tracts W and LM)
    10. Consider Ratification of Titan Stone Change Order (Pod 21 Entry Monument)
    11. Consider Ratification of Pressure Cleaning Proposal
K. Clubhouse
    1. Clubhouse Management Report
    2. Consider Approval of EPIC Forensics and Engineering Proposal
L. Administrative Matters
    1. Ethics Training
M. Board Member Comments
N. Adjourn

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Avenir CDD

2501A Burns RD
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 10/13/2025
WPB palmbeachpost.com 10/13/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/13/2025

Legal Clerk

Kongmeng Yang
Notary, State of WI, County of Brown

4-3-29
My commission expires

Publication Cost:	$311.00	
Tax Amount:	$0.00	
Payment Cost:	$311.00	
Order No:	11736996	# of Copies:
Customer No:	1348509	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF BOARD MEETING
AVENIR COMMUNITY DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the **Avenir Community Development District** will hold Regular Board Meetings at the offices of Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 at 12:30 p.m. on the following dates:

October 23, 2025
November 20, 2025
December 18, 2025
January 22, 2026
February 26, 2026
March 26, 2026
April 23, 2026
May 28, 2026
June 25, 2026
July 23, 2026
August 27, 2026
September 24, 2026

Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. A copy of the agenda and information on how to access the telephone communication information for this Meeting may be obtained by accessing the District's website at www.avenircdd.org or by contacting the office of the District Manager, Special District Services, Inc., located at 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922, during normal business hours. Each Meeting may be continued to a date, time, and place to be specified on the record at that Meeting.

Note that the telephone communication is being provided by the District as a courtesy to members of the public who desire to listen to the Meeting remotely, but attendees utilizing this telephone communication will not be able to participate in the Meeting. Any person desiring to provide public comments at such Meeting must attend in person.

There may be occasions when one or more Supervisors will participate by telephone. At the above location, there will be present a speaker telephone so that any interested person can attend the Meeting and be fully informed of the discussions taking place either in person or by telephone communication. Each Meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in a Meeting is asked to advise the District Office at least forty-eight (48) hours prior to the Meeting by contacting the District Manager at 561-630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager.

If any person decides to appeal any decision made with respect to any matter considered at these Meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

Meetings may be cancelled from time to time without advertised notice.

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
October 13,2025 11736996

AVENIR COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
SEPTEMBER 25, 2025

A. CALL TO ORDER

The September 25, 2025, Regular Board Meeting of the Avenir Community Development District (the "District") was called to order at 12:30 p.m. in the offices of Special District Services, Inc. located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

B. PROOF OF PUBLICATION

Proof of publication was presented which indicated that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on October 10, 2024, as part of the District's Fiscal Year 2024/2025 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

A quorum was established with the following Supervisors in attendance: Chairperson Virginia Cepero, Vice Chairperson Rosa Schechter and Supervisors Daniel Lopez, Mitch Kay and Rich Cartlidge (via phone) and it was in order to proceed with the meeting.

Also in attendance were Jason Pierman of Special District Services, Inc.; District Counsel Michael Pawelczyk of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.; District Engineer Carlos J. Ballbe of Ballbe & Associates (via phone); Clubhouse Reps Rick Salvatore (via phone) and Patrice Chiaramonte; and Developer Rep Tanya McConnell.

Also present were: Andrew Karmeris of Special District Services, Inc. and Steve Sanford of Greenberg Traurig and District resident Rich Leonard.

D. ADDITIONS OR DELETIONS TO THE AGENDA

1. Comments from the Public for Items Not on the Agenda (Limited to 3 Minutes Per Person)

Mr. Leonard inquired about the restaurant, tiki bar and Town Center progress.

E. APPROVAL OF MINUTES

1. August 28, 2025, Public Hearing & Regular Board Meeting

The minutes of the August 28, 2025, Public Hearing & Regular Board Meeting were presented for consideration.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously approving the minutes of the August 28, 2025 Public Hearing & Regular Board Meeting, as presented.

F. OLD BUSINESS

1. Update Regarding Clubhouse 558 Claim

Mr. Pierman noted that he was meeting EPIC onsite next week to obtain a proposal.

G. NEW BUSINESS

1. Consider Resolution No. 2025-13 – Designation Resolution (Series 2025 A Bonds – A-11)

Mr. Sanford presented Resolution No. 2025-13, entitled:

RESOLUTION NO. 2025–13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") HEREBY AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $8,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2025A (PARCEL A-11 PROJECT) (THE "SERIES 2025A BONDS - (A-11);" AND AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $26,000,000 SPECIAL ASSESSMENT BONDS, SERIES 2025B (PARCEL A-11 PROJECT) (THE "SERIES 2025B BONDS - (A-11)" AND, TOGETHER WITH THE SERIES 2025A BONDS – (A-11), THE "A-11 BONDS") TO FINANCE CERTAIN PUBLIC INFRASTRUCTURE WITHIN PARCEL A-11 WITHIN ASSESSMENT AREA ONE OF THE DISTRICT; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE A-11 BONDS AND PROVIDING FOR A DELEGATED AWARD OF SUCH A-11 BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE A-11 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE A-11 BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FIFTEENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE SERIES 2025A BONDS – (A-11), AND SIXTEENTH SUPPLEMENTAL TRUST INDENTURE GOVERNING THE SERIES 2025B BONDS – (A-11); AUTHORIZING THE APPLICATION OF THE MASTER TRUST INDENTURE DATED AS OF MAY 1, 2018 BY AND BETWEEN THE DISTRICT AND REGIONS BANK, AS TRUSTEE WITH RESPECT TO THE A-11 BONDS; APPROVING THE FORM OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF A-11 BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ASSESSMENT METHODOLOGY REPORTS AND ENGINEER'S REPORT; PROVIDING FOR THE REGISTRATION OF THE 2025 BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE A-11 BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

He explained that there would be two series of bonds to finance the A-11 infrastructure: Series A for $8 Million, and Series B for $26 Million, which will have taxable and tax-exempt portions. Included in the resolution are a purchase agreement with FMS, a preliminary LOM, a continuing disclosure, and the 15th

and 16th supplemental indentures with Regions Bank. Mr. Sanford also noted that the resolution sets parameters in Section 3 for the interest rate, maturity and bond amount, and authorized changes to the engineer report and methodology, if needed.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and passed unanimously adopting Resolution No. 2025-13, as presented.

2. Consider Preliminary Supplemental Methodology (Parcel A-11 Project)

Mr. Karmeris presented the Preliminary Supplemental Methodology (Parcel A-11 Project), explaining that there were three bonds; Series A and B, and B taxable. He then went over the tables in the appendix, noting that the project cost was $23,493,270.00.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Preliminary Supplemental Methodology (Parcel A-1 Project), as presented.

3. Consider Ancillary Bond Documents

Mr. Pawelczyk explained that this was almost a carbon copy of the A18 and A21 bonds. He noted that all documents were in substantially final form and would be dated on the bond closing date.

Mr. Pawelczyk presented the ancillary bond documents, explaining that the Assignment and Acquisition Agreement (Parcel A-11 Project) allows the CDD to acquire or purchase infrastructure completed by the developer and assigns contracts already in place, and also pays the developer back for prior expended; the Completion Agreement (Parcel A-11 Project) requires the developer to complete the project; the True-Up Agreements (Series 2025A Bonds (Parcel A-11 Project)) and (Series 2025B Bonds (Parcel A-11 Project)) binds the developer to the methodology report stipulations and requires payment if the unit count is reduced; the Collateral Assignment and Assumption of Development Rights Relating to Assessment Area Two – Parcel A-11 states that the development rights transfer to the CDD if the developer defaults; the Lien of Record (Assessment Area Two -Parcel A-11) is a notice that is recorded against the property stating that assessments are levied; the Declaration of Consent to Jurisdiction (Parcel A-11 Project) is a statement that the developer indicates that the CDD was properly established; and the Form of Assignment and Assumption Agreement (Parcel A-11 Project) is a form of agreement used for contracts being assigned to the CDD.

A **motion** was made by Ms. Schechter, seconded by Mr. Cepero and unanimously passed approving the Ancillary Bond Documents, in substantially final form, and authorizing the Chair or Vice Chair to execute same once finalized.

4. Consider Resolution No. 2025-14 – Delegation Resolution (Series 2025 Bonds -Revenue Bonds)

Mr. Sanford presented Resolution No. 2025-14, entitled:

RESOLUTION NO. 2025–14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") HEREBY AUTHORIZING THE ISSUANCE OF NOT EXCEEDING $25,000,000 AVENIR

COMMUNITY DEVELOPMENT DISTRICT REVENUE BONDS, SERIES 2025 (PUBLIC IMPROVEMENT PROJECTS) (THE "BONDS"), TO FINANCE CERTAIN OFF-SITE AND ON-SITE PUBLIC ROADWAY IMPROVEMENTS AND RELATED IMPROVEMENTS; DETERMINING THE NEED FOR A NEGOTIATED LIMITED OFFERING OF THE BONDS; APPOINTING THE UNDERWRITER FOR THE LIMITED OFFERING OF THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT WITH RESPECT TO THE BONDS; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE GOVERNING THE BONDS; APPROVING THE FORM OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A OF A FINAL LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT, AND APPOINTING A DISSEMINATION AGENT; APPROVING THE APPLICATION OF BOND PROCEEDS; AUTHORIZING CERTAIN MODIFICATIONS TO THE ENGINEER'S REPORT; PROVIDING FOR THE REGISTRATION OF THE BONDS PURSUANT TO THE DTC BOOK-ENTRY ONLY SYSTEM; AUTHORIZING THE PROPER OFFICIALS TO DO ALL THINGS DEEMED NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE BONDS; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

He noted that this was similar to the 2020 Revenue Bonds. Mr. Sanford explained that the resolution authorized $25 Million in one series and includes a trust indenture with Regions Bank, a bond purchase agreement with FMS, a draft PLOM, a disclosure agreement, and an assignment of excess fee payments. Mr. Sanford also noted that the resolution sets parameters for the interest rate, maturity and bond amount, and authorized changes to the engineer's report and methodology, if needed. Mr. Pawelczyk clarified that this was not a special assessment on land.

A **motion** was made by Ms. Schechter, seconded by Mr. Cepero and unanimously passed to approving Resolution 2025-14 Delegation Resolution (Series 2025 Bonds - Revenue Bonds) in substantially final form, and authorizing the Chair or Vice Chair to execute same once finalized.

5. Consider Ancillary Bond Documents

Mr. Pawelczyk noted that all documents were in substantially final form. He explained that the Assignment and Acquisition Agreement (Revenue Bonds, Series 2025) allows the District to complete certain roadway projects in the engineer's report and assigned contact rights, the Completion Agreement (Revenue Bonds, Series 2025) states that the developer must complete the project if bond proceeds run out, the True-Up Agreement (Revenue Bonds, Series 2025) binds the developer to the excess fees if the amount collected is not as much as anticipated, and the FORM of Assignment and Assumption Agreement (Revenue Bonds, Series 2025) is the same as the A-11 bonds and contracts will be assigned before closing.

A **motion** was made by Ms. Schechter, seconded by Mr. Cepero and unanimously passed approving the Ancillary Bond Documents in substantially final form, and authorizing the Chair or Vice Chair to execute same once finalized.

6. Consider AA3 Estoppel Letter

Mr. Pawelczyk explained that the AA3 Estoppel Letter was related to the bond issued in 2023. Avenir Development is selling the parcel, and the buyer has requested an estoppel and release of development rights. He also noted that the estoppel had been revised, and the buyer had agreed to the edits.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the AA3 Estoppel Letter, as presented.

7. Consider Revised CSX Construction Agreement

Ms. McConnell explained that this agreement was a revision to one that was previously approved and noted that it would be funded with the revenue bonds once issued.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Revised CSX Agreement, as presented.

8. Consider Flashing Crosswalk Signs at Charter School (H&J)

Ms. McConnell noted that these were for the charter school on Avenir Drive, just west of Coconut.

A **motion** was made by Ms. Schechter, seconded by Mr. Lopez and passed unanimously approving the flashing crosswalk signs at the charter school, as presented.

9. Consider Landscaping Project Proposals (Arazoza)

Mr. Pierman presented several landscaping items, including: bush hog swale along public access road - $975, fill in bare spots along Avenir Drive - $497, various sod replacement, Charter school sign related - $1,525, trim royal palms at Coconut entrance - $425, trim royal palms at Clubhouse roundabout - $425.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Landscaping Project proposals from Arazoza, as presented.

Mr. Pierman suggested that Mr. Ballbe present the next seven items and that the Board consider them with one motion:

10. Consider Titan Stone Agreement (Pod 18 – Kenco – Stone Work) ($16,548.00)

Mr. Ballbe explained that this agreement was for stone work for a planter in Pod 18.

11. Consider Construction Trade Partners Agreement (Pod 18 – Park Planters Shell Construction) ($23,570.00)

Mr. Ballbe explained that this agreement was for a shell planter in Pod 18.

12. Consider Crossroads Paving Solutions Agreement (Pod 18 – Park Walkways) ($49,711.02)

Mr. Ballbe explained that this agreement was for a paver at the entry common area in Pod 18.

13. Consider Illuminations LED Lighting Agreement (Pod 18 Landscape & Pathway Lighting) ($57,419.41)

Mr. Ballbe explained that this agreement was for entrance lighting in Pod 18.

14. Consider SFP Underground Agreement (Spine Road 3 – FPL Underground Conduits Installation) ($10,962.50)

Mr. Ballbe explained that this agreement was for a Spine Road 3 FPL conduit.

15. Consider Precise Paving Pavers Agreement (Pod 21) – Avenir CDD) ($290,800.50)

Mr. Ballbe explained that this agreement was for a lift station and entrance pavers in Pod 21.

16. Consider HJ Agreement (Pod 21 Lift Station Project - Roadway – Water Management) ($253,072.25)

Mr. Ballbe explained that this agreement was for a lift station and roadway improvements in Pod 21.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and unanimously passed approving the above items 10 through 16, as presented.

17. Consider Avenir Drive Crosswalk Repair (H&J)

Ms. McConnell explained that the City was requiring a fix for some minimal ponding in order to finish the intersection.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Avenir Drive crosswalk repair by H&J.

18. Consider Ratification of Statement of Ownership (UDS)

Mr. Ballbe explained that GL Homes had applied for approval to install a temporary sidewalk that encroaches on the CDD's lake maintenance tract, so the CDD has to join the proposal. Mr. Pawelczyk noted that GL needs a licensing agreement to install on CDD property.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously ratifying the Statement of Ownership (UDS), as presented.

19. Consider Front Fountain Agreement 2nd Amendment (Vesta)

Mr. Salvatore explained that this was for continued maintenance of the front fountains, and that nothing had changed with the agreement.

A **motion** was made by Ms. Cepero, seconded by Mr. Lopez and passed unanimously approving the Front Fountain Agreement 2nd Amendment (Vesta), as presented.

H. CHANGE ORDERS

1. Consider Approval of Pod 18 - Kenco - CO#4 Existing Pavers Rework (Jackson) ($3,750.00)

Mr. Ballbe explained that Change Order #4 was for reworking pavers at the entrance because of a resizing of the island.

2. Consider Approval of Pod 18 - Kenco - CO#3 4' Aluminum Fence (Signature Privacy Walls) ($37,580.00)

Mr. Ballbe explained that Change Order #3 was for construction of an aluminum fence.

3. Consider Approval of Spine Road Phase 2 - CO#8 Water Main Disconnect (Centerline) ($18,237.03)

Mr. Ballbe explained that Change Order #8 was to disconnect the temporary water main.

4. Consider Approval of Spine Road Phase 3 - CO# 5 Entrance Feature Water Service (Centerline) ($6,215.70)

Mr. Ballbe explained that Change Order #5 was for the entrance feature water line.

5. Consider Approval of Avenir Pod 21 - CO#2 Roadway Sleeving Conduits (Centerline) ($50,348.91)

Mr. Ballbe explained that Change Order #2 was for roadway sleeving required by FPL.

6. Consider Approval of Northlake Blvd Phase 2 - CO#11 Illuminated Street Signs (JW Cheatham) ($12,598.28)

Ms. McConnell explained that Change Order #11 was for illuminated streetlights requested by the County.

7. Consider Approval of Pod 21 CO#3 Phase Two Infrastructure (Centerline) ($3,215,770)

Mr. Ballbe explained that Change Order #3 was for water, sewer and drainage at the Pod 21 entrance.

A **motion** was made by Mc. Cepero, seconded by Ms. Schechter and unanimously passed approving the above Change Orders 1 through 7, as presented.

8. Consider Approval of Northlake Boulevard Widening Sup Agreement #19 for Panther National South Boulevard Intersection (HSQ) ($22,195.00)

Ms. McConnell explained that the plan for Panther National South to connect to Northlake Boulevard had been revised because the County had not yet widened Northlake to 6 lanes.

A **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously approving the Northlake Boulevard Widening Sup Agreement #19 for Panther National South Boulevard Intersection (HSQ) ($22,195.00), as presented.

I. CONSENT AGENDA

1. Consider Ratification of Valbridge Agreement

2. Consider Ratification of Clubhouse Tree Trimming Proposal (Arazoza)

A **motion** was made by Mc. Cepero, seconded by Ms. Schechter and unanimously passed approving Consent Agenda items 1 through 2, as presented above.

J. CLUBHOUSE

1. Clubhouse Management Update

Mr. Salvatore reported that the lap pool and tennis courts were being used during the added morning hours. He also noted that the coffee station would be installed soon and signs for the gym were being ordered. Mr. Salvatore presented a proposal to add FOB access to the front door at the clubhouse for a not-to-exceed amount of $5,000.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed approving the expense.

He also presented a proposal for additional security cameras for a not-to-exceed amount of $23,000. Following discussion, the Board requested that he obtain revised proposals.

Ms. Chiaramonte reviewed the events held at the clubhouse over the last month and highlighted upcoming events.

2. Discussion Regarding Pickleball League

Mr. Salvatore noted that we had received a request to allow a pickleball league at the Clubhouse, explaining that the other clubhouses already had leagues. This would be for league play during off-peak hours. Following discussion, a **motion** was made by Mr. Lopez, seconded by Ms. Schechter and unanimously passed allowing a winter league.

3. Consider Amenity Agreement 2nd Amendment (Vesta)

Mr. Salvatore presented the agreement and explained that this was for continued clubhouse management. He noted that the only change was an added fee for continuing to allow credit card transactions.

A **motion** was made by Mr. Lopez, seconded by Ms. Schechter and passed unanimously approving the Amenity Agreement 2nd Amendment (Vesta), as presented.

4. Update Regarding Clubhouse Rules Update

Mr. Pierman noted that the Public Hearing on the Clubhouse Rules would be held during the November meeting, instead of the October meeting, as previously discussed.

A **motion** was made by Ms. Schechter, seconded by Ms. Cepero and unanimously passed setting the Public Hearing date for November 20th.

K. ADMINISTRATIVE MATTERS

Mr. Pierman noted that the October meeting would not take place, due to a lack of quorum. The next meeting will be held on November 20th.

L. BOARD MEMBER COMMENTS

There were no further Board Member comments.

M. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Ms. Cepero, seconded by Ms. Schechter and passed unanimously adjourning the Regular Board Meeting at 1:41 p.m.

ATTESTED BY:

_____ _____

Secretary/Assistant Secretary Chairperson/Vice-Chair

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Avenir CDD

2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 10/10/2025
WPB palmbeachpost.com 10/10/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/10/2025

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$243.02	
Tax Amount:	$0.00	
Payment Cost:	$243.02	
Order No:	11731724	# of Copies:
Customer No:	1348509	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF RULE DEVELOPMENT BY THE AVENIR COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, Florida Statutes, the Avenir Community Development District ("District") hereby gives notice of its intention to develop an Amenities Rules Handbook of rules governing the use of the clubhouse and recreational amenities of the District.

The purposes of the proposed rules and regulations are to update the established policies and procedures regarding the everyday use of Avenir Clubhouse and recreational facilities, including, but not limited to, rules related to membership, use of the amenity facilities, prohibited activities, events, pools, fitness center, and suspensions for violations of the rules, along with rates, fees and charges associated with the use of Avenir Clubhouse and recreational facilities (collectively, the "Amenities Rules Handbook").

The purpose and effect of the Amenities Rules Handbook is to provide for efficient and effective District operations with respect to the Clubhouse and other recreational facilities of the District. The legal authority for the adoption of the proposed Amenities Rules Handbook includes Sections 190.011, 190.035, 120.54, and 120.81, Florida Statutes (2021).

A copy of the proposed Amenities Rules Handbook may be obtained by contacting the District Manager, Special District Services, 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922 and/or toll free at 1-877-737-4922.

A public hearing on the adoption of the proposed Avenir Rules Handbook will be conducted by the District's Board of Supervisors on November 20, 2025, at 12:30 p.m. at The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN AT LEAST THREE DAYS PRIOR TO ANY PROCEEDINGS, CONTACT SPECIAL DISTRICT SERVICES, INC. AT (877) 737-4922.

AVENIR COMMUNITY DEVELOPMENT DISTRICT
www.avenircdd.org
10/10/2025 11731629 11731724

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune
News Herald | The Palm Beach Post
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Laura Archer
Avenir CDD

2501A Burns RD
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

WPB Palm Beach Post 10/20/2025
WPB palmbeachpost.com 10/20/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/20/2025

Legal Clerk

Notary, State of WI, County of Brown

9-3-29
My commission expires

Publication Cost:	$437.69	
Tax Amount:	$0.00	
Payment Cost:	$437.69	
Order No:	11753188	# of Copies:
Customer No:	1348509	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
Notary Public
State of Wisconsin

NOTICE OF RULEMAKING REGARDING THE AVENIR RULES HANDBOOK OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT

In accordance with Chapters 120 and 190, Florida Statutes, the Avenir Community Development District (the "District") hereby gives the public notice of its intent to adopt and conduct a public hearing on the District's proposed Avenir Community Development District Amenities Rules Handbook (the "Amenities Rules Handbook").

The purpose and effect of the proposed Amenities Rules Handbook is to provide for efficient and effective District operations with respect to the Clubhouse and other recreational facilities of the District. Prior notice of rule development was published in The Palm Beach Post on October 10, 2025.

The public hearing will be conducted by the Board of Supervisors of the Avenir Community Development District on November 20, 2025, at 12:30 p.m. at The Oaks Center located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The public hearing will provide an opportunity for the public to address and comment upon the Avenir Rules Handbook and the proposed rates, fees, and charges set forth below. The proposed Amenities Rules Handbook and the rates, fees, and charges may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment.

The purposes of the proposed rules and regulations in the Amenities Rules Handbook are to update the established policies and procedures regarding the everyday use of Avenir Clubhouse and recreational facilities, including, but not limited to, rules related to membership, use of the amenity facilities, prohibited activities, events, pools, fitness center, and suspensions for violations of the rules, along with rates, fees and charges associated with the use of Avenir Clubhouse and recreational facilities. Specific legal authority for adoption of the proposed Rules of Procedure includes Sections 190.011, 190.035, 120.54, and 120.81, Florida Statutes (2021).

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

IN ACCORDANCE WITH THE PROVISIONS OF THE AMERICANS WITH DISABILITIES ACT (ADA), PERSONS IN NEED OF A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHALL, WITHIN AT LEAST THREE DAYS PRIOR TO ANY PROCEEDINGS, CONTACT DISTRICT MANAGER AT SPECIAL DISTRICT SERVICES, INC. AT (561) 630-4922 OR TOLL FREE AT 1-877-737-4922. IF YOU ARE HEARING OR SPEECH IMPAIRED, PLEASE CONTACT THE FLORIDA RELAY SERVICE AT 1-800-955-8770 FOR AID IN CONTACTING THE DISTRICT MANAGER'S OFFICE.

All interested persons may appear at the public hearing at the above-stated time and place. Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Manager at 2501A Burns Road, Palm Beach Gardens, Florida 33410.

A copy of the proposed Amenities Rules Handbook may be obtained by contacting the District Manager at 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922 and/or toll free at 1-877-737-4922.

Pursuant to Section 286.0105, Florida Statutes, the District advises the public that: If a person decides to appeal any decision made by the District Board of Supervisors with respect to any matter considered at its meeting or hearing, such person will need a record of the proceedings, and that for such purpose, affected persons may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. This notice does not constitute consent by the District Board of Supervisors for the introduction of admission of evidence of otherwise inadmissible or irrelevant evidence, nor does it authorize challenges or appeals not otherwise allowed by law.

AVENIR COMMUNITY DEVELOPMENT DISTRICT

No. 11753181 Nov. 2, 2025

RESOLUTION NO. 2025-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AMENDING THE AMENITIES RULES HANDBOOK; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Avenir Community Development District (the "District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach Gardens, Palm Beach County, Florida; and

WHEREAS, the District is the owner of the recently completed Avenir Clubhouse and Recreational Amenities (the "Avenir Club"), located at 12255 Avenir Road, Palm Beach Gardens, Florida; and

WHEREAS, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules, regulations, and rates pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District; and

WHEREAS, the District Board previously adopted the rules and regulations pertaining to the use of the Avenir Club and recreational amenities, as contained in the Avenir Community Development District Amenities Rules Handbook (the "Handbook"), approved, adopted and amended pursuant to District Resolutions 2022-01, 2022-03, 2022-11, 2022-12, 2023-02, 2023-13, and 2024-13; and

WHEREAS, as the Avenir Club has been open and operational for the last several years, the District Board has determined that the Handbook requires updates and modifications to address current usage and the needs of the Patrons, as defined in the Handbook, utilizing the Avenir Club; and

WHEREAS, the District has complied with the provisions of Chapter 120, Section 190.011, and Section 190.035, and has conducted a public hearing to address the modifications and revisions to those certain provisions of the Handbook, as contemplated herein.

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

Section 1. The foregoing recitals are hereby incorporated as the findings of fact of the District Board of Supervisors.

Section 2. The Handbook is hereby amended with the changes and revisions identified in underline/strike-through format as set forth in Exhibit A, attached hereto and made a part hereof. All changes identified in Exhibit A are hereby accepted and the revised Handbook, as amended, shall be effective upon the Effective Date defined in this Resolution and is attached hereto and made a part hereof as Exhibit B.

Section 3. The District Manager shall include the distribute the revised Handbook as appropriate, include such revised Handbook in the Official Records of Proceeding of the District, and post the revised Handbook on the District's website.

Section 4. The District Manager is hereby directed to take all actions consistent with this Resolution.

Section 5. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 7. This Resolution shall take effect immediately upon adoption (the "Effective Date").

PASSED AND ADOPTED in Public Session of the Board of Supervisors of the Avenir Community Development District, this **20th day of November, 2025**.

Attest:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

Jason Pierman, Secretary

Virginia Cepero, Chairperson
Board of Supervisors

Exhibit A

(Handbook in underline/strike-through format showing changes)

AVENIR
COMMUNITY
DEVELOPMENT DISTRICT

AMENITIES RULES HANDBOOK

Adopted ~~January 27, 2022~~
~~Revised May 22, 2022~~November 20, 2025

Jason Pierman
District Manager
2501A Burns Road
Palm Beach Gardens, FL
33410
(561) 630-4922
www.Avenircdd.org

Richard Salvatore
General Manager
Avenir CDD
12255 Avenir Drive
Palm Beach Gardens, FL
33412
(561)-284-6138

TABLE OF CONTENTS

PART 1: Amenities Operating Rules.....1
Definitions.....1
Description of Amenities.....3
Amenities Usage.....3
Community Programming.....6
General Provisions.....9
Alcohol Policy.....12
Fitness Center & Group Exercise Studio.....13
Locker Rooms.....15
Pool & Lap Lanes.....15
Banquet Rooms & Related Gathering Areas.....19
Wireless Internet Access.....20
Tennis Courts.....22
Playgrounds and Parks.....23
Pond Areas.....24
Facility Rental Policies.....25
Property Damage.....26
Emergency Procedures.....27
Disciplinary Rule.....28
Use at Own Risk; Indemnification.....28
Sovereign Immunity.....29
Severability.....29
Amendments / Waivers.....29
Other Rules and Policies.....29

PART 2: Disciplinary & Enforcement Rule.....30

PART 3: Amenity Forms.....33
New Patron Information Form
Consent and Waiver Agreement
Credit Application Form
Rental/Reservation Forms
Alcohol Requirements Matrix
Fee Schedule

Formatted: Font: 14 pt, Bold
Formatted: Centered
Formatted: Font: Bold
Formatted: Font: 12 pt
Formatted: Font: 12 pt, Bold

PART 1: Avenir Community Development District

Amenities ~~Operating~~ Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)

~~Effective Date: January 27, 2022~~

~~In accordance with Chapter 190 of the Florida Statutes, and on January 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Avenir Community Development District adopted the following policies to govern the operation of the District's Amenities. All prior policies of the District governing this subject matter are hereby rescinded.~~

DEFINITIONS

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

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Recreation Center
- Banquet Rooms
- Fitness Floor/Center
- Lockers
- Kids' Room
- Recreation Center Lap Pool
- Recreation Center Beach Pool
- Recreation Center Hot Tub
- Recreation Center Splash Pad
- Tennis Courts
- Pickleball Courts
- Playgrounds

"Access Card" – shall mean the identification card, fob, or other means of access/identification issued to Patrons by the District.

"Amenities Rules" or "Rules" – shall mean this document together with the

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold, Italic

Formatted: Centered, Indent: Left: 0.48", First line:

Formatted: Font: 12 pt

Formatted: Centered

Formatted: Font: Bold

Formatted: Font: 12 pt, Bold

Formatted: Centered

District's adopted fee/rate schedule, the Amenities Disciplinary Rule, and all related forms of the District, as amended from time to time.

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's adopted fee/rate schedule.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Avenir Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide district management services to the District.

"**Family"** – shall mean a group of individuals living under one roof or as head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

"General Manager" – shall mean the management company, including its employees, staff, and agents, contracted by the District to manage the Amenities.

"Guest" – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

"Non-Resident" – shall mean any person who does not own property within the District.

"Non-Resident Patron" – shall mean any person or Family paying the Annual User Fee to the District, but not owning property in the District. ~~who is paying the Annual User Fee to the District.~~

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

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

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

DESCRIPTION OF AMENITIES

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.48", First line:

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes through an update to the Rules on the District's website. However, in order to permanently change rates or fees beyond the increases specifically allowed for by the District's adopted fee/rate schedule, the Board must hold a duly noticed public hearing on said rates and fees.

The Recreation Center is located at 12255 Avenir Rd., Palm Beach Gardens, FL The Recreation Center features outdoor patio seating, banquet rooms, a Kids' room, and a fitness floor, along with several District offices.

The Recreation Center also features a beach pool, hot tub, competition pool, and splash pad. The deck contains lounge chairs and umbrellas for Patrons and Guests. The tennis courts are located behind the Recreation Center, which contains 6 clay courts, 2 hard tennis courts, and 6 pickleball courts.

AMENITIES USAGE

Formatted: Font: Bold

Formatted: Centered, Indent: Left: 0.48", First line:

Only Patrons and Guests have the right to use the Amenities, provided however that community programming (described later) 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 Amenities Rules.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30. Fees include the annual Operations and Maintenance (O&M) assessments (could vary from year to year) for upkeep and management of the Club improvements and the fixed annual Membership Assessments (to pay Principal and Interest on the Series 2018-3 (Clubhouse Project) Bonds used to finance the Club acquisition and construction).

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of the application. Annual User Fees may be renewed no more than 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 User Fee is nonrefundable and nontransferable. For the period of October 1, 2022 through September 30, 2023, and each subsequent fiscal year, an Annual Non-Resident Membership may be purchased for such period. Refer to the District's fee schedule for rates.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District, in areas assessed for amenity usage, shall have the right to designate the Renter of the residential unit(s) as the beneficial usersof the Resident's privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property.

1. A 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. A Renter will be required to provide proof of residency (i.e. a copy of the lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives an Access Card. Such Renter shall receive an Access Card which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges, including any damages incurred by the District, incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

Guests. All Guests must be accompanied by a Patron. Avenir Patrons may be accompanied by up to 4 Guests per household, per day, for pool usage. Total Guest space for the pool area (excluding private parties that are pre-arranged in the pavilions) will be limited to 40 per day and may vary on holidays or during special events, as determined by the General Manager. ~~.~~ Guest spaces for the pool area are available on a first-come, first-served basis. ~~and can be reserved online through Avenir.nabrnetwork.com. Guest attendance can be reserved up to 14 days in advance.~~

All Patrons are required to show their issued Avenir ID, and their Guest will be required to sign in~~,~~ upon entry into the Avenir Clubhouse before using the amenities. All Guests will receive a wristband at check-in. Please be aware that guest spaces are issued on first-come, first-served basis~~if you have not reserved a Guest space for each Guest through the Guest registration system,~~ and if no Guest spaces remain for the day, your Guest will not be permitted to use the amenities.

Unaccompanied Guests are not permitted to use the pool, gym, tennis courts, pickleball courts, playgrounds, or any other portion of the A~~a~~menities at any time.

The permitted number of Guests for rental event space is subject to that area's capacity and is outlined in the rental policy. Separate reservation of Guest attendance, as outlined above, is not required for residents renting event space and their Guests.

Children under the age of thirteen (13) must be accompanied by an adult who is eighteen (18) or older, at all times. Children who are not acting in compliance with the ~~Handbook~~Rules, or who are not accompanied or supervised by a responsible adult, may be removed from the Amenities, and this may result in a loss of access to the~~of~~ Amenities~~y access~~.

Additional Guest fees may apply for Guest participation in clubs, programs, or events that enable that level of participation on a limited and pre-approved basis.

Restricted hours for Guest use of certain facilities and programs may change and are subject to Board-approved policies and operating procedures, implemented by the District Manager.

As the Patron population grows and demand for ~~facility~~ use of the Amenities increases, the Board reserves the right to revise this policy as the population of the community grows and may amend the ~~Handbook~~ Rules pertaining to Guests as it sees fit to best accommodate the needs and interests of the community-at-large. This may include G~~g~~uest capacity, G~~g~~uest hours, and/or fees.

Registration / Disclaimer. In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the ~~clubhouse~~ Recreation Center by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the Amenities Rules. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.** Furthermore, by using the public facilities, each Patron hereby grants permission to the District for the use of any and all photos in which Patrons, without limitation, may appear. The usage is inclusive of but not limited to the publication or inclusion in the District's website, brochures, posters, catalogs, handbooks, banners, and broadcast or print advertisements by the District. Patrons and Guests also agree by using the facilities to waive any claim to compensation for use of said photos.

Formatted: Indent: Left: 0", First line: 0"

Access Cards. All Patrons will be issued an Access Card at the management office, located at the main lobby of the ~~Clubhouse~~Recreation Center. Access Cards will give Patrons entry to the District's Amenities during the regular operating hours of the Amenities.

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who resides full-time within the listed Avenir address and is 13 years of age or older. Minors ages 13 to 17 may receive an Access Card with limited access, with a legal guardian's consent. Minors under the age of 18 mustbe accompanied by an adult, 18 and older, at all times.

Patrons must use their Access Cards to gain access to the Amenities. Upon arrival, Patrons must provide their Access Cards to the clubhouse staff located in the main entry of the ~~Clubhouse~~Recreation Center.

This Aaccess Card system prevents non-Patron entry. Unless otherwise stated herein, under no circumstances shoulda Patron provide their Access Card to a non-Patron to allow a non-Patron to enter into or use the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

Commercial property owners within the District must contact the Recreation Director in order to obtain their Access Cards.

Caregivers. The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
- The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the member of the Patron's Family requiring care.
- The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- The caregiver must execute a Consent and Waiver Agreement.
- The caregiver's use of the Amenities will expire after one year but may be renewed annually by request of the Patron.

Formatted: Normal, No bullets or numbering

Commercial Advertising Policy. The District is a unit of government established for the purposes of operating, owning, maintaining, and providing various capital facilities and services within the District. The District hereby adopts a no commercial advertisements policy. This policy provides that the District will not, through its e-blast system, website, on the recreational facilities walls or grounds, or through other District mediums, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District events. A District event is an event that is held and organized on behalf of the District through the District's employees or General Management companyManager and is officially sponsored, supported, and/or funded through the District, including vendor events facilitated by the District, such as markets or food truck events. The District may at its discretion choose the method of promoting suchevent, including featuring individual vendors. The three exceptions to this policy are: (1) the District allows advertisements on its leaderboard at the swimming pool, through previously adopted leaderboard advertising guidelines and upon payment to the District forsuch advertisements; (2) advertisements may be placed solely on the designated community bulletin board in the District's Rrecreation Ceenter, which bulletin board may be discontinued at any time, without notice, and which advertisements are removed from timeto time by the General Manager to allow others an opportunity to post; and (3) if the District contracts with a third party for the publication of a community newsletter, such third party may permit advertising in the newsletter if authorized to do so by the Board.

COMMUNITY PROGRAMMING

~~The District is pleased to offer a wide variety of programs and activities designed to meet the needs of Patrons of all ages, interests and skill levels. District staff are constantly evaluating potential and current program offerings; accordingly, programs may be added or discontinued in the District's sole discretion. The format of each program or activity will be structured to provide participants most effectively with a positive recreational experience of the highest caliber.~~

Patrons can easily find information on new programs and events by reviewing the community newsletter or Amenity flyers, or by contacting the Lifestyle Director. Email blasts are also sent to registered users of the website with up-to-date information on activities.

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests will only be able to register for programs if space permits.

Registration. Patrons will be able to register for all programs and activities in person at the clubhouse, or, in some cases, online registration may be available. Most programs will require advanced registration (typically, one week prior to the start of a class or event, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programs will have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Payment. A variety of complimentary and fee-based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, overhead, and administrative expenses. Full payment must be made at the time of registration or by the registration deadline, to be determined by the Amenities Manager. Patrons may pay for programs utilizing a check or credit card. The District reserves the right to change its method of payment at any time.

Programs and Activities. All programs and services, including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs, must be conducted through the Lifestyle Director or as directed by the Board. A schedule of activities for the Amenities will be available from the Lifestyle Director.

Formatted: Font: Bold

Formatted: Centered, Indent: Left: 0.48", First line:

Athletic Teams. The District may from time to time authorize certain District-sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Amenities Rules apply to all such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are complete, all team members and their families must leave unless they are signed in as a Guest of a Patron. Please contact the General Manager for further information.

Cancellation by the District. Patrons will be notified if there is a need to change or cancel a program. If a program is canceled, Patrons will be issued a refund or credit on their account if applicable.

Refunds. Program refunds and credits may be granted on a case-by-case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

Program Suggestions and Ideas. The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by emailing the Lifestyle Director.

~~**GENERAL PROVISIONS**~~

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

Formatted: Left, Indent: Left: 0", First line: 0"

Formatted: Font: Bold

Formatted: Centered

Formatted: Indent: Left: 0", First line: 0"

GENERAL PROVISIONS

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

Hours of Operation. All hours of operation of the Amenities will be established and made available from the Clubhouse Manager and/or posted at the Amenities. The Districtmay 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. Any programs or activities of the District may have priority over other users of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their section herein.

1) ***Registration and Access Cards.*** Each Patron must show an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection. Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Access Card to enter and use the Amenities and must present their Access Cards upon request by clubhouse staff.
2) ***Guests.*** Guests must be accompanied by a Patron while using the Amenities and must sign in with the clubhouse staff upon entering the Amenities.
3) ***Minors.*** Minors under the age of 13 must be accompanied by an adult, age 18 or older, at all times.
4) ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts, pants, and shoes to use the Amenities. Bathing suits and wet or bare feet are not allowed indoors, with the exception of the locker room.
5) ***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. Management has the option to prohibit Patrons from bringing in commercially prepared meals, fast food, and party platters for consumption at the Amenities. This does not include rentals. No person under age 21 may possess an alcoholic beverage of any kind. No hard coolers, no outside food, or glass containers are allowed in the pool, on the pool deck,or in the Clubhouse internal and external seating areas, except as specifically set forth herein.
6) ***Drugs and Alcohol.*** Anyone who appears to be under the influence of drugs or inebriated past the legal limits will be asked to leave the Amenities. Illegal drug use is prohibited, and violators will be punished to the maximum extent allowed by law.
7) ***No Smoking.*** Smoking, including vapor and electronic devices, is not permitted in any building, or enclosed or fenced area to the maximum extent

of the prohibitions set forth in the Florida Clean Indoor Air Act or other

subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities. All waste must be disposed of in the appropriate receptacles. ~~No employee or contractor of the District shall smoke~~Smoking of any kind is prohibited in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the General Manager.

8) ***Pets.*** Pets are not permitted within District buildings or other controlled access amenity facilities with the exception of service dogs as set forth in the District's adopted Service Animal Policy. On all District Amenities, dogs must be leashed. Patrons and guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law. Patrons maintain sole responsibility for any and all animals of any kind on District property, including but not limited to property damage or damage to persons.
9) ***Vehicles.*** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way that 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), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District unless they are owned by the District. Golf carts are permitted in certain areas of the Amenities if properly licensed for on-road usage and permitted under applicable State and local laws.
10) ***Skateboards, Etc.*** Use of bicycles, skateboards, rollerblades, and other similar use is limited to designated outdoor areas only.
11) ***Fireworks.*** Fireworks of any kind are not permitted anywhere on the Amenities or District property.
12) ***Service Areas.*** Only District employees and staff are allowed in the service areas of the Amenities.
13) ***Courtesy.*** Patrons and their Guests shall treat all staff members, agents of the District, and other Patrons and Guests with courtesy and respect.
14) ***Profanity.*** Loud, profane, or abusive language is prohibited.
15) ***Horseplay.*** Disorderly conduct and horseplay are prohibited.
16) ***Excessive Noise.*** Excessive noise that will disturb other Patrons and Guests is not permitted.
17) ***Equipment.*** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and guests are encouraged to let the staff know if an area of the Amenities, or a piece of equipment, is in need of cleaning or maintenance.
18) ***Littering.*** Patrons and Gguests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
19) ***Solicitation and Advertising.*** Commercial advertisements shall not be posted or circulated in the Amenities. Please see the Commercial Advertising Policy contained within these Rules. Petitions, posters or promotionalmaterial shall not be originated, solicited, circulated or posted within the Amenitiesunless such materials are a result of a sponsorship package approved by management. Please contact the General Manager if you have any questions.

20) ***Political Campaigns.*** Except as permitted by the District as part of an approved civic event, no persons may campaign on behalf of political candidates, whether partisan or nonpartisan, or political issues within the District's Amenities (defined for purposes of this section as within the physical buildings, ~~ten~~athletic ~~nis~~ courts and pool decks of the District). Campaigning may not inhibit or disrupt the flow of traffic to the District's Amenities or in parking areas. The District's intent is to ensure Patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. Unless otherwise waived by the Board, the following guidelines apply:
    (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
    (b) No political campaign signs, flyers, or related documents are to be posted in or on District-owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
    (c) No political campaign signs, flyers, or related documents are to be disseminated while in the District's Amenities, Except as part of an approved civic event.~~.~~
    (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs, or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
    ~~(e) No person shall make, and no person shall solicit or knowingly accept any political contribution in a building owned by a governmental entity. For purposes of this subsection, "accept" means to receive a contribution by personal hand delivery from a contributor or the contributor's agent. This subsection shall not apply when a government-owned building or any portion thereof is rented for the specific purpose of holding a campaign fundraiser.~~
21) ~~***Firearms.*** Firearms are not permitted in the Amenities unless the Patron is authorized to possess and carry a firearm under Florida law. Among other prohibitions, pursuant to Florida law, no firearms may be carried to or possessed at any meeting of the District's Board of Supervisors.~~***RESERVED.***
22) ***Trespassing / Loitering.*** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
23) ***Compliance with Laws.*** All Patrons and Guests shall abide by and comply with any and all federal, state, and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
24) ***Surveillance.*** Various areas of all Amenities are under twenty-four (24)

hour video surveillance. By using the Amenities, Patrons and Guests hereby acknowledge and consent to such twenty-four (24) hour video surveillance.

25) ***Bounce Houses & Other Structures.*** Bounce houses and similar apparatus are not permitted on District property unless prior approval is received from the District in writing.
26) ***Grills.*** Patrons and Guests may not use their own grills on District property.
27) ***Cellular Phones.*** To prevent disturbance to others, the use of cellular telephones is limited while in the Recreation Center. Patrons and guests are asked to keep their ringer turned off or on vibrate while in the Recreation Center.
28) ***Lost Property.*** The District is not responsible for lost or stolen items. Staff members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Clubhouse Manager for storage in the lost and found. Items will be stored in the lost and found for one week before being discarded.
29) ***Community Programming by District Representatives Only.*** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs, must be conducted by an approved District employee or contractor.
30) ***Emergencies.*** In the event of an injury, property damage, or other emergencies, please contact the District immediately pursuant to the terms ofthis policy (see the provisions herein addressing the same).
31) ***Closures.*** Although anyone using the District's Amenities does so at his or her own risk as set forth herein, the District reserves the right to close its Amenities or restrict access to any District property immediately if deemed necessary in the District's discretion, including but not limited to in instances of inclement weather or safety hazards. Everyone must leave the Amenities or District property immediately when instructed to do so by staff.
32) ***Overnight Parking.*** There is no overnight or long-term parking permitted in or around the clubhouse's parking lot. Parking is provided for Patrons and Guests during the active usage, and normal business hours, of the Aamenities only.

ALCOHOL POLICY

~~**Generally**~~

The following policy applies to the possession and consumption of alcoholic beverages on Districtproperty:

1) Patrons and Guests must be at least 21 years of age to be served alcohol. Patrons and Guests under 21 years of age may not possess or consume alcohol on the property at any time.
2) All Patrons and Guests must present valid picture identification at the request of the General Manager.
3) Alcohol served on the premises must be consumed on the premises.
4) The District reserves the right to refuse to serve alcohol to anyone.

Formatted: Font: Bold
Formatted: Font: 12 pt, Bold
Formatted: Font: 12 pt, Bold
Formatted: Indent: Left: 0.42", First line: 0.5", Right: 0.98", Space Before: 0 pt

5) The District reserves the right to ask intoxicated or disruptive persons to leave the Amenities or District property immediately.
6) No alcohol shall be consumed or served within any designated children's area or playground.
7) Subject to the rental policy, only alcoholic beverages served by a licensed

and insured vendor are allowed at rental events at the Recreation Center. Outside alcohol is permitted at rental events at the Aquatics Complex provided that the terms of the rental policy and Rental Agreement are met.

8) Any persons possessing, consuming, or providing alcohol on District property must comply with the Alcohol Requirements Matrix included in Part 3 of these Amenities Rules, as may be amended from time to time.
9) Alcohol policies may be changed at any time at the discretion of the District.

Recreation Center

Patrons and Guests are not allowed to bring outside alcohol to the Recreation Center at any time. Alcoholic beverages distributed during an event, by an approved vendor, may not be taken or consumed outside of the Recreation Center under any circumstances. Patrons who rent the Recreation Center are required to use bartenders employed by an approved vendor. Please see the Lifestyle Director for scheduling and rental fees.

FITNESS CENTER & GROUP EXERCISE STUDIO

Features and Benefits

The District offers a fitness center with both cardiovascular and strength training equipment, including:

- Cardiovascular machines
- Circuit training
- Free weights
- Personal training

The District also offers a group exercise studio featuring:

- Mirrored walls
- Organized fitness classes

Usage Guidelines

The following policies apply to the District's fitness center and group exercise studio:

1) ***Exercise at Your Own Risk.*** All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons and Guests shall consult District staff for any questions or concerns about the equipment.
2) ***Usage Restrictions.*** Patrons and Guests ages 13 and older may use the fitness center, but they must have an Access Card and signed waiver on file.

Patrons and Guests ages 13 to 17 must be accompanied by an adult age 18 or older. No children, infants, or toddlers are allowed in the fitness center or exercise studio at any time.

3) ***Attire.*** Appropriate attire including shorts, shirts, and closed-toed athletic footwear must be worn at all times in the fitness center.
4) ***Courtesy.*** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5) ***Food and Drink.*** No food or chewing gum is permitted in the fitness center. Water or other sports drinks must be contained in non-breakable, spill-proof containers.
6) ***Noise.*** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phone use while in the fitness center is not permitted. Personal speakers are not permitted.
7) ***Equipment.*** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8) ***Hand Chalk.*** Hand chalk is not permitted.
9) ***Personal Training***. Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved District employees or independent contractors.
10) ***Maintenance Items.*** All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

The following additional policies apply to the group exercise studio:

1) ***Group Classes.*** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the fitness desk. All instructors must be approved District employees or contractors.
2) ***General Usage.*** Patrons and Guests are permitted to use the studio and the equipment within the studio when classes are not in session, subject to availability.
3) ***Music System.*** The music system may only be utilized as part of a structured and supervised program.
4) ***Usage Restrictions.*** Patrons and Guests between the ages of 13 and 16~~7~~ may participate in group exercise classes when accompanied by a parent/guardian. Patrons and Guests 16 years and older may participate in a group exercise class independently, with a signed waiver on file.

LOCKER ROOMS

Features and Benefits

Locker room facilities are available for all Patrons and Guests, including:

- Individual use lockers
- Showers

Usage Guidelines

1) ***Daily Use.*** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
    a. If a locker is not vacated at the end of the day, items left in the locker will be removed by District staff.
    b. Items removed from lockers will be kept for one week at the Recreation Center's lost and found. After one-week, unclaimed items will be donated or otherwise disposed of.
    c. The General Manager reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.
2) ***Age Restriction.*** Children 5 years of age and older are required to use the shower/dressing area of their gender.
3) ***Dressing Room.*** A family/accessible dressing room and bathroom is available in the Recreation ~~building~~ Center to anyone who may need assistance changing.

POOL, SPLASH PAD, & LAP LANES

Features & Benefits

The District offers a variety of aquatic amenity areas, including:

- Zero entry beach pool
- Children's Splash Pad
- Junior Olympic size Lap pool with lane lines
- Market-size umbrellas, loungers, tables, and chairs

Usage Guidelines

1) ***Operating Hours.*** ~~Swimming~~ Use of the pools and splash pad is permitted only during designated hours as posted ~~at the pool,~~ and such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is

Formatted: Font: 12 pt, Bold
Formatted: Centered, Indent: Left: 0.5", First line: 0.5"
Formatted: Font: 12 pt, Bold
Formatted: Font: 12 pt, Bold
Formatted: Font: 12 pt, Bold
Formatted: Centered, Indent: Left: 0.5", First line: 0.5"
Formatted: Font: Bold
Formatted: Font: Bold

scheduled.

2) ***Check-In.*** Patrons with Guests are required to check-in with clubhouse staff before utilizing the pools. Access to the pools is on a first-come, first-served basis, and the District reserves the right to refuse entry if the pools are~~is~~ at capacity.
3) ***Swim at Your Own Risk.*** All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
4) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by, and supervised by, an adult at least 18 years of age at all times for usage of the pools. All children 5 years of age or younger, as well as all children who are unable to swim by themselves, must always be supervised by a responsible individual (18 years of age or older) within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
5) ***Small Children; Swim Diapers.*** Children 3 years and younger are restricted to the splash pad unless closely supervised by an adult who is 18 years of age or older. Parents should take their children to the restroombefore entering the pool and are responsible for ensuring that their children do not urinate or defecate in the pool. Swim diapers are required. Children who are not reliably toilet trained must wear rubber-lined swim diapers anda swimsuit over the swim diaper. Diapers (cloth and disposable) are prohibited. If contamination occurs, the pool will be closed and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
6) ***Food and Drink.*** Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool; however, no hard coolers are permitted except for small snack coolers, which are defined as those coolers that hold twelve quarts or less. Additionally, no food or beverages are permitted in the pools, ~~or~~ on the pool wet deck area, or at the splash pad. Instead, food and beverages are only allowed in designated areas.
7) ***Glass Containers.*** Glass containers or breakable objects of any kind are not permitted anywhere in the pool area, splash pad, playground, or locker rooms.
8) ***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. Inflatable rafts, balls, pool floats, and other toys, balls, and equipment are prohibited.
9) ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skateboards are permitted on the pool deck. A bike rack is provided near the pool gate in the parking lot area.
10) ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores, or blisters, or nasal or ear discharge, may not use the pools or splash pad. No person should use the pools or splash pad with or

suspected of having a communicable disease or illness which could be transmitted through the use of the pool.

11) ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion.
12) ***Pets.*** Pets (other than service animals) are not permitted on the pool deck area inside the pool gates at any time.
13) ***Horseplay.*** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pools or on the pool deck area or at the splash pad.
14) ***Diving.*** Diving is strictly prohibited at the pool.Back dives, back flips, back jumps, or other dangerous actions are prohibited.
15) ***Weather.*** The pool and pool area, including the splash pad, 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 within ~~10~~ 6 miles and will remain closed for thirty minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
16) ***Reservation of Tables or Chairs.*** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
17) ***Noise.*** Personal speakers are not permitted anywhere on the pool deck, in the pool, etc.
18) ***Entrances.*** Pool entrances must always be kept clear. No golf cart, bicycle ~~18)~~ parking is permitted in front of any pool gates, or on walkways.
19) ***Railings.*** No swinging on ladders, fences, safety lines, or railings is allowed.
20) ***Pool Furniture.*** Pool furniture is not to be removed from the pool area, or ~~20)~~ placed in the pools.
21) ***Chemicals.*** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
22) ***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.
23) ***Swim Instruction.*** Except as expressly authorized by the District, swim instruction is only permitted through a District-approved swim instructor..
24) ***Rest Rooms / Locker Rooms.*** Please use the restrooms adjacent to the pool. Children, ages five and older, MUST use their gender appropriate changing room.
25) ***Staff Only.*** Only authorized staff members are allowed in the filter rooms, chemical storage rooms, and mechanical yard.
26) ***Pool Closure.*** In addition to Palm Beach County and the State of Florida Health Code Standards, and as noted above, the pools and splash pad will be closed for thefollowing reasons:
    - Operational and mechanical difficulties affecting pool water quality.
    - During severe weather conditions (heavy rain, lightning, and

Formatted: Indent: Left: 1.97", No bullets or numbering

Formatted: Normal, Indent: Left: 1.73", No bullets or numbering

thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).

- For 30 minutes following the last occurrence of thunder or lightning (deck also closed).
- For at least 4 hours following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

Additional Usage Guidelines (Lap Lane)

Formatted: Font: 12 pt, Bold

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. The District reserves the right to remove some lap lanes on weekends.

BANQUET ROOMS AND RELATED GATHERING AREAS

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.48", First line:

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use.

Features and Benefits - Banquet Rooms are available for use and rental and are located within the Recreation Center. There is wireless internet access. These rooms convert to two separate rooms.

Usage Guidelines

Formatted: Font: 12 pt, Bold

1. ***Availability.*** All areas, except the Event Hall, are open for Patron utilization unless a structured program, event, or exclusive rental is taking place.
2. ***Rental of Banquet Room(s).*** The Banquet Room(s) are available for rental (see the section herein on rentals).
3. ***Age Restriction.*** Minors under the age of 13 must be accompanied by an adult, age 18 or older. Patrons are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.

KIDS' ROOM

Usage

Kids' Corner is for the use of Patrons and Guests only, for children 3 months old to 12 years old. Parents or legal guardians must supervise their child at all times, while child is in the kids' corner.

Availability

Kids' Corner is not a babysitting or daycare, and is first come first serve. Parents or legal guardians must supervise children at all times while utilizing the kids' corner.

Sick Child

Children deemed ill or sick by staff will not be allowed to utilize the space.

WIRELESS INTERNET ACCESS

Features and Benefits

The Recreation Center and associated decks, amenity spaces and related areas, feature wireless internet access that Patrons and Guests may use free of charge, subject to the usage guidelines below.

Usage Guidelines

1) The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
2) Use of the District's wireless internet access for purposes contrary to state

or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:

a. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
b. Propagating malicious software.
c. Unauthorized copying of copyrighted material.
d. Attempting to access unauthorized files or systems.

3) Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian.

TENNIS AND PICKLEBALL COURTS

A total of Eight (8) tennis courts and six (6) pickleball courts are available for informal use, lessons, and league play.

Features and Benefits

- 6 Pickleball courts
- 2 Hard Top Tennis Courts
- 6 Hard-Tru Tennis Courts
- Shaded Pavilions
- Tennis professional available by appointment

Usage Guidelines

1) ***Reservations & Scheduling.***

a. Tennis Ceourts may be reserved on a 2-hour basis in person, online, or by phone up to 3 days in advance, through the clubhouse manager. The reservations sheet will be with management, and patrons wishingto "walk-on" to an unreserved court will be able to do so pending availability.
b. Court reservations will be honored and enforced over unscheduled play except for players who arrive more than fifteen minutes late for their reservation.
c. Please check in ten minutes prior to play. Several courts may be unavailable due to cleaning, maintenance, or reservations.
d. There will be, from time to time, a designated teaching court that will not be available for reservation. When it is not being used for instruction, it will be available on a first-come, first-served basis.
e. A schedule of activities will be posted in each area and updated by the staff.
f. When other players are waiting tennis court use should be limited to 1 hour.

Formatted: Font: 12 pt, Bold
Formatted: Font: 12 pt, Bold
Formatted: Centered, Indent: Left: 0.49", First line:
Formatted: Font: 12 pt, Bold
Formatted: Font: 12 pt
Formatted: Font: 12 pt, Bold
Formatted: Font: Bold, Italic

2) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by an adult (18 years and older). Patrons are not permitted to "drop off" underage children without specific supervision from an adult.
3) ***Attire.*** All players shall be dressed in appropriate attire, which includes shirts, tennis shoes, shorts, or warm-up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
4) ***Usage Rules.*** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will always be strictly followed and adhered to by all players. Pickleball courts are for Pickleball use only.
5) ***Pets.*** Pets, with the exception of service animals, as defined by Florida law, are not permitted on the tennis courts at any time.
6) ***Food and Drinks.*** Food and gum are not permitted on the courts. Drinks must be in a non-breakable, spill-proof container.
7) ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the ~~tennis~~ courts.
8) ***Operating Hours.*** The ~~tennis~~ courts are open from 8 am to 10 pm, Monday through Sunday. Noone is permitted on the ~~tennis~~ courts at any other time unless a specific eventis scheduled.
9) ***Court Lights.*** Please allow up to five (5) minutes for the lights to fully illuminate. After play, please turn off the lights prior to leaving the court area.
10) ***Skateboards, etc.*** No bicycles, scooters, roller skates, roller blades or skateboards, or similar uses are permitted on the tennis courts.
11) ***Furniture.*** No furniture, other than benches already provided, will be allowed on the playing surfaces.
12) ***Equipment.*** Patrons are responsible for bringing their own equipment.
13) ***Tennis Instruction.*** Except as expressly authorized by the District and by a District-approved vendor, tennis or pickleball instruction for fees, or solicitation of ~~tennis~~ instruction for fees, is prohibited.
14) ***Equipment.*** Fees, as adopted by the Board of Supervisors and contained in the fee chart, will be assessed for courts.

PLAYGROUNDS AND PARKS

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.5", First line: 0.5"

Our community provides playground areas and parks for Patrons to enjoy.

Usage Guidelines:

Formatted: Font: 12 pt, Bold

1) ***Use at Your Own Risk.*** Patrons and Guests may use the playgrounds and parksat 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.*** Adult supervision (18 years or older) is required for children under the age of 13. Children must remain in the sight of

parents/guardians. All children are expected to play cooperatively with other children.

4) ***Shoes.*** Proper footwear is required. No open-toed Shoes. No Barefoot
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, but are permitted at the parks. Patrons and Guests are responsible for the clean-up of any food or drinks brought by them to the parks.
7) ***Pets.*** No pets of any kind are permitted except for service animals.
8) ***Glass Containers.*** No glass containers are permitted.
9) ***Equipment.*** No outside equipment is permitted.
10) ***No Jumping.*** No jumping off from any climbing bar or platform.
11) ***Playground Slides.*** Climb the ladder and go down the slide one at a time; go down in a sitting position, feet forward; wait until the person before you finishes sliding first; slide inside the tunnel slide, do not climb on top; no clogging the tunnel slide; and no running or climbing up the slides.

POND AREAS

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.49", First line:

The District operates and maintains a ~~small~~ number of stormwater ponds throughout the community, some of which are on the Recreation Center property. The District's stormwater ponds are not designed for swimming or boating.

The following additional guidelines apply:

1) ***Privacy.*** Please be respectful of the privacy of the residents living near the ponds.
2) ***Parking.*** Parking along the right-of-way or on any grassed area near the ponds is prohibited.
3) ***Litter.*** Do not leave any litter.
4) ***Wildlife.*** Do not feed the wildlife anything, ever.
5) ***No Swimming.*** Swimming is prohibited in all ponds on District property.
6) ***No Fishing.*** Fishing is prohibited in all ponds on District property.
7) ***No Boating.*** No watercraft of any kind is allowed in any of the ponds on District property.
8) ***Stormwater Management System.*** The ponds owned by the District are part of the District's stormwater management system. Consistent with the District's existing "Natural Areas Policy," maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District's General Manager in the event that you witness any event in violation of these policies or requiring the District's attention.

FACILITY RENTAL POLICIES

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.49", First line:

For the convenience and enjoyment of our Patrons, our community offers certain facilities for private rentals, including the Banquet Rooms, Pavilion, Pool Deck, and other areas.

The following policies apply to the rental of the Amenities:

1) ***Rentals; Patrons Only.*** Patrons must reserve Amenities available for rental through the Lifestyle Director in order to use those areas on an exclusive basis and must reserve the facility or facilities for any organized party or event in order to use those areas on a non-exclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentalsare subject to availability and the discretion of the General Manager and/or ~~board~~ Board of ~~directors~~Supervisors.

2) ***Amenities Available for Rental:*** The following Amenities are available for rental:
   a. Recreation Center Club Room
   b. Recreation Center Event Hall
   c. East & West Pool Pavilions
   d. Café Pavilion

3) ***Payment & Registration.*** Patrons interested in renting the Amenities may pick up the application packet at the Recreation Center. At the time the reservation is made, two checks, money orders, or credit card authorizations (no cash), one for the deposit and one for the rental fee in full, both made out to District must be delivered to the General Manager, along with completed paperwork and insurance certificate. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
4) ***Rates and Deposits.*** The rental rates and deposits for use of the Amenities are as set forth in the District's fees/rates. The deposit will secure the rental time, location, and date. To receive the full refund of the deposit within 10 days after the party, the renter must:
   i. Remove all garbage, place it in the dumpster, and replace garbage liners.
   ii. Take down all decorations or event displays; and
   iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

   The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.
5) ***Food & Drinks.*** The Patron may bring in his or her own food and non-alcoholic beverages. If the Patron desires to have alcohol available at a Recreation Center event, the Patron must notify the General Manager in advance and must meet insurance and event

staffing/security requirements as determined by the District in its sole discretion. If alcohol is to be served or sold, the Patron must hire a licensed bartender or caterer. Please see the Alcohol Requirements Matrix attached as a portion of Part 3 for more information.

6) ***Computation of Rental Time.*** The rental time period is inclusive of set-up and clean-up time.
7) ***Duration of Events.*** Unless otherwise authorized by the General Manager, each rental shall take place during normal operating hours. No after-hours events shall extend past midnight in any case, including cleanup.
8) ***Capacity.*** The capacity limit shall not be exceeded at any time for a party or event.
9) ***Noise.*** The volume of live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.
10) ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.
11) ***Staffing.*** Depending on the nature of the event, the District may, in its sole discretion, require the Patron renting the District's facilities to pay for additional event attendant staffing, lifeguard staffing, or outside security services.
12) ***Cancellation.*** Please see the latest rental agreement document available at the District's Resident Relations desk for cancellation policies and cleaning/security deposit fees.

Formatted: Font: 12 pt

PROPERTY DAMAGE

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.48", First line:

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

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

EMERGENCY PROCEDURES

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.48", First line:

In the event of an emergency, please dial 911 and contact the on-site Manager and/or the District Manager. The facility is equipped with a firstaid kit and an AED. At all times while the facility is staffed, an individual with first aid, CPR, and AED certifications will be on duty to respond to emergencies, accidents, and injuries. The following equipment is available in the specified areas throughout the clubhouse.

First Aid Kits

Locations

- In the possession of management

Procedure for Use

1) Notify a staff member that first aid is required
2) If a staff member is unavailable, utilize the first aid supplies as necessary
3) Dispose of any used first aid supplies in appropriate trash receptacles

AEDs

Locations

- Fitness Floor

Procedure for Use

1. Send someone to call 911 and contact the nearest staff member or General Manager
2. Follow CPR steps with the victim
3. If the victim is not breathing and you do not hear a heartbeat, openthe AED
4. Follow instructions provided by the AED

DISCIPLINARY RULE

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and Guests are responsible for compliance with the Amenities Rules established for the safe operations of the Amenities. A copy of the District's Amenities Disciplinary Rule is included as Part 2 of this Amenities Rules Handbook.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in

connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful, or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.49", First line:

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

SEVERABILITY

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.49", First line:

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 / WAIVERS

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.49", First line:

The Board of Supervisors in its sole discretion may amend these Amenities Rules from time to time in accordance with the requirements of Chapter 190, Florida Statutes. The Board of Supervisors by vote at a public meeting, or the District Manager, and/or General Manager, may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenities Rules, provided however that the Board is informed within a reasonable time of any such waivers.

OTHER RULES AND POLICIES

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: Left: 0.49", First line:

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all such rules and policies.

PART 2: Avenir Community Development District
Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)
~~Effective Date: January 27, 2022~~

~~In accordance with Chapters 190 and 120 of the Florida Statutes, and on January 27, 2022, at a duly noticed public meeting, the Board of Supervisors of the Avenir Community Development District adopted the following rules/policies to govern disciplinary and enforcement matters. All prior rules/policies of the Districtgoverning this subject matter are hereby rescinded.~~

SUSPENSION AND TERMINATION OF PRIVILEGES

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

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

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

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

Formatted: Font: 12 pt, Bold
Formatted: Font: 12 pt, Bold, Italic
Formatted: Centered, Indent: Left: 0.48", First line:

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

5. **Process for Termination or Suspension of Amenity Privileges.**

Formatted: Font: 12 pt, Bold

a. Offenses:
   i. ***First Offense***: Verbal warning by Amenity staff and suspension of all Amenity privileges for **up to one week** from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the individual offender(s), and held on file at the ~~Amenity~~Recreation Center.
   i. ***Second Offense***: Automatic suspension of all Amenity privileges for **up to thirty days** from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
   i. ***Third Offense***: Suspension of all Amenity privileges for **up to one year**. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for the recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is at the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.

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

   Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the

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

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

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

~~**7. Fines.** In the event of an infraction involving the commission of a crime on District property, resulting in law enforcement response to District property, or involving damage to or destruction of District property, the District may in its discretion assess a fine of up to $500 in order to offset the legal and administrative expenses incurred by the District. Such fine shall be in addition to any suspension or termination of amenity privileges and/or any applicable legal action warranted by the circumstances.~~

~~8.~~**7.** **Severability.** If any section, paragraph, clause, or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section.

PART 3: Avenir Community Development District
Amenity Forms

ATTACHED FORMS:

- New Patron Information Form
- Consent and Waiver Agreement
- Credit Application Form
- Rental/Reservation Forms
- Alcohol Requirements Matrix

Formatted: Font: 12 pt, Bold

Formatted: Font: Bold

Avenir Community Development District

Resident User Information Form

Formatted: Font: 12 pt, Bold

Formatted: Centered, Indent: First line: 0"

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY PATRON INFORMATION (family members to be added to reverse side)

Last Name _____ **First Name** _____

Address _____

Street Address *Apartment/Unit #*

TENANT INFORMATION (IF APPLICABLE)*

Begin Lease Date _____ **End Lease Date** _____

Owner Last Name _____ **Owner First Name** _____

Owner Address _____

Street Address *Apartment/Unit #*

**Tenant shall provide a copy of their release and Owner shall submit a Tenant release form*

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____

Cell Phone Number _____ **Name** _____

Cell Phone Number _____ **Name** _____

Email Address(es) _____

Please select all that apply:

❒ I would like to receive e-mails on District programs and events. (Do not check this option if you wantthe information in this section to be used only for emergency purposes.)

❒ I would like to receive text messages on District programs and events. (Do not check this option if youwant the information in this section to be used only for emergency purposes.)

❒ Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ❒ YES ❒ NO

Avenir Community Development District
Resident User Information Form

Formatted: Font: 12 pt, Bold
Formatted: Centered

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir ID #
1.			
2.			
Name(s) of Children	**Age**	**Birthdate**	
3.			
4.			
5.			
6.			
7.			
8.			

**In the event that one of the cards is lost, we will be responsible in paying $15.00 for each replacement card.

_____
Please initial

PLEASE READ AND SIGN BELOW:

The undersigned ("Patron") affirms that the above information is true and correct. Patron acknowledges that Resident Cards and Guest Passes are the property of the Avenir Community Development District ("AVENIR CDD" or "District") and are non-transferable, in accordance with the District's adopted rules, policies, and regulations.

In consideration for being granted access to use District property and facilities—including, but not limited to, the Recreation Center and all associated amenities (collectively, the "Facilities")—the undersigned, on behalf of him/herself, minor children, guests, heirs, executors, and assigns, voluntarily agrees to the following:

1. **Waiver of Liability:**
   Patron hereby waives, releases, and discharges the District, its officers, supervisors, employees, contractors, agents, and representatives ("Released Parties") from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind or nature, including but not limited to personal injury, illness, death, or property damage, arising out of or connected in any way with the use of the Facilities—whether by Patron, their guests, or minor children—except in cases of gross negligence or intentional misconduct by the District.
2. **Assumption of Risk:**
   Patron understands and expressly assumes all risks associated with the use of the Facilities and participation in any District-sponsored or self-directed activities. These risks include, but are not limited to, injuries resulting from physical activity, recreational use (including swimming, tennis, pickleball, playground use, and fitness facilities), slips, falls, exposure to weather or environmental conditions, or the actions or negligence of other patrons or guests.
3. **Medical Acknowledgment:**
   Patron acknowledges that the District does not provide medical or health evaluations and assumes no responsibility for individual physical conditions or limitations. All persons entering or using the Facilities do so at their own risk.
4. **Personal Property Disclaimer:**
   The District shall not be liable for any lost, stolen, or damaged personal property while on District premises.
5. **Guest Responsibility:**
   Patron is responsible for ensuring that all guests and minor children adhere to all District rules, regulations, and policies. Any violation by a guest shall be deemed a violation by the Patron and may result in loss of access privileges.
6. **Acknowledgment of Rules:**
   Patron affirms receipt of the AVENIR CDD Rules and Policies Handbook and agrees to abide by all provisions therein. Patron understands that violations may result in suspension or revocation of amenity privileges and other penalties as provided by District policy.
7. **Sovereign Immunity:**
   Nothing contained herein shall be construed as a waiver of the District's sovereign immunity or the limits of liability beyond those established in Section 768.28, Florida Statutes, or other applicable law.

Print Name:_____Signature: _____

Date: _____

Avenir Community Development District
Non-Resident User Agreement

Formatted: Font: 16 pt, Bold

Formatted: Font: 16 pt, Bold

Formatted: Font: 16 pt, Bold

THIS AGREEMENT, made and executed this ___ day of _____, 20___, by and between the Avenir Community Development District ("District"), and whose address is _____ ("User"). The District is the owner of real property and facilities, including pools and other recreational amenities, located within Palm Beach County, Florida (collectively, the "Facilities"). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is defined as a person or family who does not reside or own property within the District. The District will permit the User to utilize the Facilities subject to the terms and conditions contained in this Agreement.
NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

User shall pay a one-time non-refundable annual fee ("Membership Fee") to utilize the Facilities for 12 months.

The 12-month period shall commence as of the date of this agreement and terminate on the same date the following year. No portion of the Membership Fee shall be refundable under any circumstances, including but not limited to relocation, non-use, revocation of privileges, or personal circumstances.

The right to use the Facilities provided through this Agreement is personal to the User and their family members residing in the same household, and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third party not a party to this Agreement.

User agrees that use of Facilities by User, their family members residing in the household, and any guests shall be subject to all rules, policies, and procedures of the District as may be amended from time to time. By signing below, User affirms that they have received or been given the opportunity to receive a copy of such policies and agrees to abide by them. Failure by User, household members, or guests to follow these policies may result in revocation of Facility access without refund. User shall be fully responsible for the conduct and compliance of all guests. Any violation of District policies by a guest shall be treated as a violation by the User.

User agrees and acknowledges that the information provided herein is true and correct. It is understood that User Cards and Guest Passes are the property of the Avenir Community Development District (AVENIR CDD or District) and are non-transferable. In consideration for admittance to the Facilities, User agrees on behalf of themselves, their guests, minor children, heirs, and successors, to hold harmless and release the AVENIR CDD, its staff, supervisors, agents, officers, and employees from any and all liability, claims, actions, suits, or demands, including those arising from injuries, death, property damage, or other losses related to use of the Facilities—except where caused by the District's gross or intentional negligence. User further understands that the District and its staff assume no responsibility for injuries or illness that User, or their minor children, may sustain due to physical condition or activities, including, but not limited to, swimming, sports, or recreational use. User expressly assumes all such risks. The District is not responsible for lost or stolen property. Nothing herein waives the District's sovereign immunity or liability limits as defined in Section 768.28, Florida Statutes.

All documents provided in connection with this Agreement are public records and will be treated in accordance with the District's Rules of Procedure and Florida law.

The District reserves the right to revoke membership or access privileges at any time for rule violations, misconduct, or safety concerns. No refund shall be issued in such cases.

Portions of the Facilities may be monitored by video surveillance. Recordings may be used to enforce rules or review incidents.

This Agreement shall be governed by the laws of the State of Florida. Any disputes shall be brought in a court of competent jurisdiction in Palm Beach County, Florida.

If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

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

USER

By:_____

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By:_____

Formatted: Font: 12 pt, Bold

Formatted: Font: 12 pt, Bold

Payment Type: ☐ Check #_____ Date Paid: _____
☐ Credit Card Amenities Expiration Date:_____
Amount of Payment: $_____
Staff initials:_____

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir ID #
1.			
2.			
Name(s) of Children	Age	Birthdate	
3.			
4.			
5.			
6.			
7.			
8.			

*In the event that one of the cards is lost, we will be responsible for paying $15.00 for each replacement card

_____
Please initial

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

Avenir Community Development District

Non-Resident User Agreement

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name _____ **First Name** _____

Address _____

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____

Cell Phone Number _____ **Name** _____

Cell Phone Number _____ **Name** _____

Email Address(es) _____

Please select all that apply:

❒ I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

❒ I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

❒ Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ❒ YES ❒ NO

If you answered yes, please provide specific information below in the blank space:

Formatted: Font: 16 pt, Bold

Formatted: Indent: First line: 0.5"

Formatted: Font: 16 pt, Bold

Formatted: Centered, Indent: Left: 0.02", First line:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
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 Avenir Community Development 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:

Formatted: Font: 12 pt, Bold

- ☐ 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 _____

Signature:_____ Date

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.**

AVENIR COMMUNITY DEVELOPMENT DISTRICT
USER PERMIT FOR RECREATION CENTER: BANQUET ROOM(S)

Formatted: Font: 12 pt, Bold
Formatted: Centered, Indent: Left: 0.5", First line: 0.5"
Formatted: Font: 12 pt
Formatted: Indent: Left: 1.48", First line: 0.02"

NOTE TO STAFF: This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name_____Date of Event: _____

Organization: _____

Mailing Address: _____

Email Address:_____Phone: _____

Intended Use:_____Estimated Age Group: _____

Estimated Attendance:_____ Hours: from:_____to _____
(Available from 8am – closing; including set-up/clean-up)

Please circle the option you would like to reserve.

- **Event Hall (3,781 sq. ft.; max: 253 people):**
  - **$1,500**/6 Hours (Patron Rate)
  - **$2,800**/All Day (Patron Rate)
  - **$2,250**/6 Hours (Non-Patron Rate)
  - **$4,760**/All Day (Non-Patron Rate)
- **Clubroom (745 sq. ft.; max: 49 people):**
  - **$650**/6 Hours (Patron Rate)
  - **$1,350**/All Day (Patron Rate)
  - **$950**/6 Hours (Non-Patron Rate)
  - **$1,850**/All Day (Non-Patron Rate)

Food & Beverage Requests: Special requests or outside catering must be coordinated with the Lifestyle Manager at least 14 days in advance of the reservation.

☐ Catering (Available through approved vendors only) ☐ Beer/Wine (Available through approved vendors only)

Other Requests

☐ Entertainment (Available through approved vendors only)

***RESERVATION:** To reserve your event date, please submit the following to the Lifestyle Director of the Avenir Community Development District ("District"):

- A completed User Permit Form
- A check for the refundable Cleaning/Damages Deposit, in the amount of $500
- A separate check for (50%) of the rental fee (balance due by the date of the rental).

***USAGE:** Only District Patrons (as defined in the District's policies) may rent the Banquet Rooms. The renter must be 21 years of age or older and must be on-site during the rental function. Any function for those younger than 21 years old must have adult supervision; an adult is responsible for all terms of this Permit. **Initial**_____

***ADVERTISING:** All advertising naming the District Recreation Center (or any derivation of) must include the following statement in a legible font: "*This is not an AVENIR CDD sponsored or endorsed event.*" **Initial**_____

***ALCOHOL USAGE:** All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or during catered events, must be purchased from an approved vendor. Any violation will constitute potential cause for immediate shut-down of party/event with NO REFUND. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.
Initial_____

Please read and initial below as your agreement:

_____ The Renter acknowledges receipt of and agrees to comply with all clubhouse rental rules, regulations, and policies. Failure to comply with any terms herein may result in immediate termination of the event, forfeiture of the security deposit, assessment of additional penalties or damages, and revocation of future rental privileges at the sole discretion of The District.

_____ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.

_____ The Renter must strictly adhere to the full rental timeframe, including setup and breakdown. Entry before or occupancy after the contracted period by more than 15 minutes may result in additional hourly charges (minimum 1 hour) and forfeiture of part or all of the security deposit.

_____ No decorations may be affixed to walls, ceilings, doors, or fixtures without express approval. Use of confetti, glitter, nails, tacks, or any adhesive materials is strictly prohibited. Violations will result in cleaning or repair fees.

_____ No open flames, fireworks, sparklers, grills, or candles are permitted on District property without prior written approval. Violations will result in termination of the event and full forfeiture of the deposit.

_____ The Renter shall not move, alter, or misuse any fixtures, furniture, or equipment belonging to The District. Unauthorized alterations or misuse will be considered damage and subject to penalties.

_____ Any unauthorized access or tampering with gates, fences, doors, or emergency exits is strictly prohibited. Violations may result in the termination of the event and full forfeiture of the security deposit, as well as additional fines.

_____ The Renter is responsible for ensuring that all guests and minors in attendance are properly supervised at all times. Any damage or disturbances caused by unsupervised guests or minors shall be the full responsibility of the Renter.

_____ The Renter is responsible for returning the facility to its original condition immediately following the event. This includes removing all decorations, trash, food, and personal belongings. Failure to do so may result in cleaning fees being deducted from the deposit.

_____ No alcohol may be served or consumed on District property without prior written approval and, if required by law, appropriate permits. The use of illegal substances is strictly prohibited and will result in immediate termination of the event, police notification, and full forfeiture of the security deposit. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.

_____ All outside vendors must provide a valid certificate of general liability insurance, naming The District as an additional insured no less than 14 days prior to the event. Vendors may not access or operate on District property without proof of valid insurance and District approval. Failure to provide this documentation may result in cancellation of the rental with no refund.

_____ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, the potential for community disturbance, public health concerns, or other issues impacting thecommunity.

_____ The District reserves the right to withhold all or a portion of the security deposit in the event of any violation of established clubhouse or rental policies, or for any damage, repairs, or excessive cleaning required as a result of the rental. The determination of such violations or damages shall be at the sole discretion of The District and may include, but is not limited to, failure to comply with rental timeframes, improper use of the facilities, or any physical damage to District property.

_____ The Renter shall be held financially responsible for any and all damages to the clubhouse or surrounding property caused by themselves, their guests, vendors, or invitees during the rental period. The District will assess damages and provide an itemized invoice for repairs or replacement costs beyond the security deposit, if necessary.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the "District") and its supervisors, officers, directors, staff, relevant agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the "Facilities"), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. The District shall not be liable or responsible for any delay, cancellation, or failure to perform any part of this agreement due to acts of God, weather conditions, government restrictions, pandemics, or other events beyond its reasonable control. The Renter acknowledges that the facility may be under video surveillance for security purposes. These recordings may be used by The District in the event of suspected policy violations, damages, or legal claims. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

I have read, understand, and agree to abide by all policies and rules of the District governing the District's Facilities. Failure to adhere to the District's Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests. Renter agrees to notify all guests of the risks associated with the use of the facility and assumes full responsibility for ensuring that all guests comply with facility rules and conduct themselves safely.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees, and staff as additional insured.

Signature: _____ Date: _____

Print Name: _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT
BANQUET ROOMS FEES AND CHARGES

Formatted: Font: 12 pt

Formatted: Centered, Indent: Left: 3", First line: 0"

Please circle the option you would like to reserve.

- **Event Hall (3,781 sq. ft.; max: 253 people):**
  - **$1,500**/6 Hours (Patron Rate)
  - **$2,800**/All Day (Patron Rate)
  - **$2,250**/6 Hours (Non-Patron Rate)
  - **$4,760**/All Day (Non-Patron Rate)
- **Clubroom (745 sq. ft.; max: 49 people):**
  - **$650**/6 Hours (Patron Rate)
  - **$1,350**/All Day (Patron Rate)
  - **$950**/6 Hours (Non-Patron Rate)
  - **$1,850**/All Day (Non-Patron Rate)

Refundable Cleaning/Damage Deposit: $500
Please pay by separate check at the time of reservation.

If paying by check, please indicate your Deposit check preference: ☐ District to Destroy ☐ User to Pick Up

The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.

Refund/Cancellation Policy:
Up to 30 days before the event: Full refund of the Rental Fee and Cleaning/Damage Deposit.
Fewer than 30 days before the event: Full refund of the Cleaning/Damage Deposit. Refund of Rental Fee minus 50% cancellation fee. **INITIAL** _____

Payment Terms:
Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District. **INITIAL** _____

Office Use Only:

Cleaning/Damage Deposit: $500

Payment Method: ☐ Check #_____

Received: Date_____ INITIAL _____

Rental Fee: $_____

Payment Method: ☐ Check #_____

Deposit Received: Date_____ INITIAL_____

Balance Received: Date _____ INITIAL _____

Clubhouse Staff Signature:_____

District Signature:_____

Print Name: _____

EXEMPT STATUS

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

☐ **YES** ☐ **NO**

If you checked "YES," please explain which exemption you qualify for:

_____
_____
_____

If you checked "YES," please provide a written request for such exemption to District staff at the following address:

Avenir Community Development District c/o Special
DistrictServices, Inc.
2501 A Burns Road
Palm Beach Gardens, FL, 33410
Attn: District Manager
-or-
jpierman@sdsinc.org

AVENIR COMMUNITY DEVELOPMENT DISTRICT
USER PERMIT FOR PAVILIONS

Formatted: Font: 12 pt

NOTE TO STAFF: This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, *Florida Statutes*, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name:_____Check #:_____ Date of Event: _____

Mailing Address: _____

Email Address:_____Phone:_____Cell: _____

Intended Use: _____

Estimated Attendance:_____ Hours: from_____ to _____
(Available from 8am-6pm; 6-hour max, including set up/clean up)

Please check the facility you would like to reserve.
☐ Recreation Center Pool Pavilion, single (550 sq. ft.; **max: 20 people**): **$500**/6 hours
☐ Recreation Center Pool Pavilion, double (620 sq. ft.; **max: 35 people**): **$800**/6 hours
☐ Recreation Center Café Pavilion (1,350 sq. ft.; **max: 30 people**) : **$1,000**/6 Hours

***RESERVATION:** To reserve your event date, please submit the following to the Lifestyle Director of the Avenir Community Development District ("District"):
- A completed User Permit Form
- A check for the refundable Cleaning/Damages Deposit, in the amount of $500
- A separate check for (50%) of the rental fee (balance due by the date of the rental).

***USAGE:** Only District Patrons (as defined in the District's policies) may rent the Banquet Rooms. The renter must be 21 years of age or older and must be on-site during the rental function. Any function for those younger than 21 years old must have adult supervision; an adult is responsible for all terms of this Permit. **Initial**_____

***ADVERTISING:** All advertising naming the District Recreation Center (or any derivation of) must include the following statement in a legible font: "*This is not an AVENIR CDD sponsored or endorsed event.*" **Initial**_____

***ALCOHOL USAGE:** All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or during catered events, must be purchased from an approved vendor. Any violation will constitute potential cause for immediate shut-down of party/event with NO REFUND. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.
Initial_____

Please read and initial below as your agreement:

_____ The Renter acknowledges receipt of and agrees to comply with all clubhouse rental rules, regulations, and policies. Failure to comply with any terms herein may result in immediate termination of the event, forfeiture of the security deposit, assessment of additional penalties or damages, and revocation of future rental privileges at the sole discretion of The District.

_____ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.

_____ The Renter must strictly adhere to the full rental timeframe, including setup and breakdown. Entry before or occupancy after the contracted period by more than 15 minutes may result in additional hourly charges (minimum 1 hour) and forfeiture of part or all of the security deposit.

_____ No decorations may be affixed to walls, ceilings, doors, or fixtures without express approval. Use of confetti, glitter, nails, tacks, or any adhesive materials is strictly prohibited. Violations will result in cleaning or repair fees.

_____ No open flames, fireworks, sparklers, grills, or candles are permitted on District property without prior written approval. Violations will result in termination of the event and full forfeiture of the deposit.

_____ The Renter shall not move, alter, or misuse any fixtures, furniture, or equipment belonging to The District. Unauthorized alterations or misuse will be considered damage and subject to penalties.

_____ Any unauthorized access or tampering with gates, fences, doors, or emergency exits is strictly prohibited. Violations may result in the termination of the event and full forfeiture of the security deposit, as well as additional fines.

_____ The Renter is responsible for ensuring that all guests and minors in attendance are properly supervised at all times. Any damage or disturbances caused by unsupervised guests or minors shall be the full responsibility of the Renter.

_____ The Renter is responsible for returning the facility to its original condition immediately following the event. This includes removing all decorations, trash, food, and personal belongings. Failure to do so may result in cleaning fees being deducted from the deposit.

_____ No alcohol may be served or consumed on District property without prior written approval and, if required by law, appropriate permits. The use of illegal substances is strictly prohibited and will result in immediate termination of the event, police notification, and full forfeiture of the security deposit. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.

_____ All outside vendors must provide a valid certificate of general liability insurance, naming The District as an additional insured no less than 14 days prior to the event. Vendors may not access or operate on District property without proof of valid insurance and District approval. Failure to provide this documentation may result in cancellation of the rental with no refund.

_____ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, the potential for community disturbance, public health concerns, or other issues impacting thecommunity.

_____ The District reserves the right to withhold all or a portion of the security deposit in the event of any violation of established clubhouse or rental policies, or for any damage, repairs, or excessive cleaning required as a result of the rental. The determination of such violations or damages shall be at the sole discretion of The District and may include, but is not limited to, failure to comply with rental timeframes, improper use of the facilities, or any physical damage to District property.

_____ The Renter shall be held financially responsible for any and all damages to the clubhouse or surrounding property caused by themselves, their guests, vendors, or invitees during the rental period. The District will assess damages and provide an itemized invoice for repairs or replacement costs beyond the security deposit, if necessary.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the "District") and its supervisors, officers, directors, staff, relevant agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the "Facilities"), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. The District shall not be liable or responsible for any delay, cancellation, or failure to perform any part of this agreement due to acts of God, weather conditions, government restrictions, pandemics, or other events beyond its reasonable control. The Renter acknowledges that the facility may be under video surveillance for security purposes. These recordings may be used by The District in the event of suspected policy violations, damages, or legal claims. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

I have read, understand, and agree to abide by all policies and rules of the District governing the District's Facilities. Failure to adhere to the District's Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests. Renter agrees to notify all guests of the risks associated with the use of the facility and assumes full responsibility for ensuring that all guests comply with facility rules and conduct themselves safely.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees, and staff as additional insured.

Signature: _____ Date: _____

Print Name: _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT

PAVILION FEES AND CHARGES

Refundable Cleaning/Damage Deposit: $500
Please pay by separate check at the time of reservation.

If paying by check, please indicate your Deposit check preference: ☐ District to Destroy ☐ User to Pick Up

The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.

Refund/Cancellation Policy:
Up to 14 days before the event: Full refund of the Rental Fee and Cleaning/Damage Deposit.
Fewer than 14 days before the event: Full refund of the Cleaning/Damage Deposit. Refund of Rental Fee minus 50% cancellation fee.

INITIAL _____

Payment Terms:
Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District.

INITIAL _____

Office Use Only:

Cleaning/Damage Deposit: $500~~250~~

Payment Method:

☐ **Check #**_____

Received: Date_____ **INITIAL** _____

Rental Fee: $_____

Payment Method: ☐ **Check #**_____

☐ **Credit Card (Fees Apply)**

Deposit Received: Date_____ **INITIAL**_____

Balance Received: Date _____ **INITIAL** _____

Clubhouse Staff Signature:_____

District Signature:_____

Print Name: _____

AVENIR CDD

ALCOHOL

INSURANCE MATRIX

	BYOB (Informal Gatherings)	BYOB Patrons and/or Guests (Rental Events)	Served Patrons and/or Guests (Rental Events)	Sold Patrons and/or Guests (Rental Events)
Permitted (Aquatic Facilities)	Yes	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired
Permitted (Recreation Center)	No. All alcohol must be purchased through an approved and licensed vendor.	No. All alcohol must be purchased through an approved and licensed vendor.	No. All alcohol must be purchased through an approved and licensed vendor.	No. All alcohol must be purchased through an approved and licensed vendor.
Insurance	None. However, to the extent there are more than ten people present and alcohol is going to be consumed, renter is responsible for appropriate party staffing through the District.	Homeowner's Insurance Rider/Endorsement providing special event coverage with alcohol endorsement or required hiring of appropriate party staffing through the District WITH waivers executed by nonresidents.	Event liability insurance: • $250,000 property damage; • $1,000,000 personal injury, • Alcohol rider • District named as additional insured Requisite staffing levels required.	Event liability insurance: • $250,000 property damage; • $1,000,000 personal injury, • Alcohol rider • District named as additional insured Requisite staffing levels required.
Admission Fee Permitted	No	No	Admission fee only for District sponsored events w/District approval	Admission fee only for District sponsored events w/District approval

Notes:

1. The insurance requirements in this chart may only be altered after consultation with the District Manager and~~/or~~ District Counsel and NOT byAmenity Management.

Formatted: Font: 12 pt, No underline

Formatted: Font: 12 pt

Formatted: Centered, Indent: Left: 4", First line: 0.09"

Formatted: Font: Bold, Underline

Exhibit B

(revised Handbook, final)

/ ,

AVENIR
COMMUNITY
DEVELOPMENT DISTRICT

AMENITIES RULES HANDBOOK

Adopted November 20, 2025

Jason Pierman
District Manager
2501A Burns Road
Palm Beach Gardens, FL
33410
(561) 630-4922
www.Avenircdd.org

Richard Salvatore
General Manager
Avenir CDD
12255 Avenir Drive
Palm Beach Gardens, FL
33412
(561)-284-6138

TABLE OF CONTENTS

PART 1: Amenities Operating Rules....1
Definitions....1
Description of Amenities....3
Amenities Usage....3
Community Programming....6
General Provisions....9
Alcohol Policy....12
Fitness Center & Group Exercise Studio....13
Locker Rooms....15
Pool & Lap Lanes....15
Banquet Rooms & Related Gathering Areas....19
Wireless Internet Access....20
Tennis Courts....22
Playgrounds and Parks....23
Pond Areas....24
Facility Rental Policies....25
Property Damage....26
Emergency Procedures....27
Disciplinary Rule....28
Use at Own Risk; Indemnification....28
Sovereign Immunity....29
Severability....29
Amendments / Waivers....29
Other Rules and Policies....29

PART 2: Disciplinary & Enforcement Rule....30

PART 3: Amenity Forms....33
New Patron Information Form
Consent and Waiver Agreement
Credit Application Form
Rental/Reservation Forms
Alcohol Requirements Matrix
Fee Schedule

PART 1: Avenir Community Development District
Amenities Rules

Law Implemented: ss. 190.011, 190.035, Fla. Stat. (2020)

DEFINITIONS

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

"Amenities" – shall mean the properties and areas owned by the District and intended for recreational use and shall include the following amenities, together with their appurtenant areas, facilities, equipment, and any other appurtenances:

- Recreation Center
- Banquet Rooms
- Fitness Floor/Center
- Lockers
- Kids' Room
- Recreation Center Lap Pool
- Recreation Center Beach Pool
- Recreation Center Hot Tub
- Recreation Center Splash Pad
- Tennis Courts
- Pickleball Courts
- Playgrounds

"Access Card" – shall mean the identification card, fob, or other means of access/identification issued to Patrons by the District.

"Amenities Rules" or "Rules" – shall mean this document together with the

District's adopted fee/rate schedule, the Amenities Disciplinary Rule, and all related forms of the District, as amended from time to time.

"Annual User Fee" – shall mean the base fee established by the District for the non-exclusive right to use the Amenities. The amount of the Annual User Fee is set forth in the District's adopted fee/rate schedule.

"Board of Supervisors" or "Board" – shall mean the Board of Supervisors of the District.

"District" – shall mean the Avenir Community Development District.

"District Manager" – shall mean the professional management company with which the District has contracted to provide district management services to the District.

"**Family"** – shall mean a group of individuals living under one roof or as head of household. This can consist of individuals who have not yet attained the age of eighteen, together with their parents or legal guardians. This does not include visiting relatives, or extended family not residing in the home.

"General Manager" – shall mean the management company, including its employees, staff, and agents, contracted by the District to manage the Amenities.

"Guest" – shall mean any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities, or invited for a specific visit by a Patron to use the Amenities.

"Non-Resident" – shall mean any person who does not own property within the District.

"Non-Resident Patron" – shall mean any person or Family paying the Annual User Fee to the District, but not owning property in the District.

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

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

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

DESCRIPTION OF AMENITIES

The District is a local unit of special-purpose government, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. The District operates and maintains various public improvements and community facilities, including the Amenities.

The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Rules when necessary, at a duly-noticed Board meeting, and will notify the Patrons of any changes through an update to the Rules on the District's website. However, in order to permanently change rates or fees beyond the increases specifically allowed for by the District's adopted fee/rate schedule, the Board must hold a duly noticed public hearing on said rates and fees.

The Recreation Center is located at 12255 Avenir Rd., Palm Beach Gardens, FL The Recreation Center features outdoor patio seating, banquet rooms, a Kids' room, and a fitness floor, along with several District offices.

The Recreation Center also features a beach pool, hot tub, competition pool, and splash pad. The deck contains lounge chairs and umbrellas for Patrons and Guests. The tennis courts are located behind the Recreation Center, which contains 6 clay courts, 2 hard tennis courts, and 6 pickleball courts.

AMENITIES USAGE

Only Patrons and Guests have the right to use the Amenities, provided however that community programming (described later) 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 Amenities Rules.

Residents. A Resident must pay the Annual User Fee applicable to Residents in order to have the right to use the Amenities. Such payment must be made in accordance with the District's annual assessment collection resolution and typically will be included on the Resident's property tax bill. Payment of the Annual User Fee entitles the Resident to use the Amenities for one full fiscal year of the District, which year begins October 1 and ends September 30. Fees include the annual Operations and Maintenance (O&M) assessments (could vary from year to year) for upkeep and management of the Club improvements and the fixed annual Membership Assessments (to pay Principal and Interest on the Series 2018-3 (Clubhouse Project) Bonds used to finance the Club acquisition and construction).

Non-Residents. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of the application. Annual User Fees may be renewed no more than 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 User Fee is nonrefundable and nontransferable. For the period of October 1, 2022 through September 30, 2023, and each subsequent fiscal year, an Annual Non-Resident Membership may be purchased for such period. Refer to the District's fee schedule for rates.

Renter's Privileges. Residents who rent or lease residential unit(s) in the District, in areas assessed for amenity usage, shall have the right to designate the Renter of the residential unit(s) as the beneficial usersof the Resident's privileges to use the Amenities upon written documentation. Residents may retain their Amenities rights in lieu of granting them to their Renters. Residents may not retain their rights to use the Amenities and grant them to Renters at the same time for the same residential property.

1. A 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. A Renter will be required to provide proof of residency (i.e. a copy of the lease agreement, and complete a landlord-tenant agreement form) and pay any applicable fee before he or she receives an Access Card. Such Renter shall receive an Access Card which shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.
2. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities.
3. Residents shall be responsible for all charges, including any damages incurred by the District, incurred by their Renters which remain unpaid after the customary billing and collection procedure established by the District. Resident owners are responsible for the deportment of their respective Renter.
4. Renters shall be subject to all Amenities Rules as the Board may adopt from time to time.

Guests. All Guests must be accompanied by a Patron. Avenir Patrons may be accompanied by up to 4 Guests per household, per day, for pool usage. Total Guest space for the pool area (excluding private parties that are pre-arranged in the pavilions) will be limited to 40 per day and may vary on holidays or during special events, as determined by the General Manager. Guest spaces for the pool area are available on a first-come, first-served basis.

All Patrons are required to show their issued Avenir ID, and their Guest will be required to sign in upon entry into the Avenir Clubhouse before using the amenities. All Guests will receive a wristband at check-in. Please be aware that guest spaces are issued on first-come, first-served basisand if no Guest spaces remain for the day, your Guest will not be permitted to use the amenities.

Unaccompanied Guests are not permitted to use the pool, gym, tennis courts, pickleball courts, playgrounds, or any other portion of the Amenities at any time.

The permitted number of Guests for rental event space is subject to that area's capacity and is outlined in the rental policy. Separate reservation of Guest attendance, as outlined above, is not required for residents renting event space and their Guests.

Children under the age of thirteen (13) must be accompanied by an adult who is eighteen (18) or older, at all times. Children who are not acting in compliance with the Rules, or who are not accompanied or supervised by a responsible adult, may be removed from the Amenities, and this may result in a loss of access to the Amenities.

Additional Guest fees may apply for Guest participation in clubs, programs, or events that enable that level of participation on a limited and pre-approved basis.

Restricted hours for Guest use of certain facilities and programs may change and are subject to Board-approved policies and operating procedures, implemented by the District Manager.

As the Patron population grows and demand for use of the Amenities increases, the Board reserves the right to revise this policy as the population of the community grows and may amend the Rules pertaining to Guests as it sees fit to best accommodate the needs and interests of the community-at-large. This may include Guest capacity, Guest hours, and/or fees.

Registration / Disclaimer. In order to use the Amenities, each Patron and all members of a Patron's Family shall register with the District at the Recreation Center by executing a New Patron/Guest Information Form, and by executing the Consent and Waiver Agreement, copies of which are attached hereto. Additionally, each Patron is responsible for ensuring that each of the Patron's Guests executes a Consent and Waiver Agreement prior to using the Amenities. **All persons using the Amenities do so at their own risk and agree to abide by the Amenities Rules. As set forth more fully later herein, the District shall assume no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions or negligence of other persons using the Amenities. Patrons are responsible for their actions and those of their Guests.** Furthermore, by using the public facilities, each Patron hereby grants permission to the District for the use of any and all photos in which Patrons, without limitation, may appear. The usage is inclusive of but not limited to the publication or inclusion in the District's website, brochures, posters, catalogs, handbooks, banners, and broadcast or print advertisements by the District. Patrons and Guests also agree by using the facilities to waive any claim to compensation for use of said photos.

Access Cards. All Patrons will be issued an Access Card at the management office, located at the main lobby of the Recreation Center. Access Cards will give Patrons entry to the District's Amenities during the regular operating hours of the Amenities.

Each Patron will receive an Access Card upon registration with the District. For Families, each Patron may obtain additional Access Cards for any member of a Patron's Family who resides full-time within the listed Avenir address and is 13 years of age or older. Minors ages 13 to 17 may receive an Access Card with limited access, with a legal guardian's consent. Minors under the age of 18 mustbe accompanied by an adult, 18 and older, at all times.

Patrons must use their Access Cards to gain access to the Amenities. Upon arrival, Patrons must provide their Access Cards to the clubhouse staff located in the main entry of the Recreation Center.

This Access Card system prevents non-Patron entry. Unless otherwise stated herein, under no circumstances shoulda Patron provide their Access Card to a non-Patron to allow a non-Patron to enter into or use the Amenities.

Access Cards are the property of the District and are non-transferable except in accordance with the Amenities Rules. All lost or stolen cards need to be reported immediately to the District. Fees may apply to replace any lost or stolen cards.

Caregivers. The District allows caregivers to accompany minors or infirm Patrons using the Amenities, provided that the following requirements are met:

- The caregiver, who is considered a Guest for purposes of the Amenities Rules, does not count toward the limitations on the number of Guests set forth above.
- The caregiver must be eighteen (18) years of age or older and must accompany a Patron or a member of the Patron's Family who is otherwise authorized to use the Amenities.
- The Patron employing the caregiver must make a written request to authorize the caregiver to accompany the member of the Patron's Family requiring care.
- The Patron employing the caregiver is responsible for any violations, damage, etc. caused by the caregiver.
- The caregiver must execute a Consent and Waiver Agreement.
- The caregiver's use of the Amenities will expire after one year but may be renewed annually by request of the Patron.

Commercial Advertising Policy. The District is a unit of government established for the purposes of operating, owning, maintaining, and providing various capital facilities and services within the District. The District hereby adopts a no commercial advertisements policy. This policy provides that the District will not, through its e-blast system, website, on the recreational facilities walls or grounds, or through other District mediums, allow commercial advertisements of any kind, regardless of content. The only commercial advertisements permitted are those that are of official District events. A District event is an event that is held and organized on behalf of the District through the District's employees or General Manager and is officially sponsored, supported, and/or funded through the District, including vendor events facilitated by the District, such as markets orfood truck events. The District may at its discretion choose the method of promoting suchevent, including featuring individual vendors. The three exceptions to this policy are: (1) the District allows advertisements on its leaderboard at the swimming pool, through previously adopted leaderboard advertising guidelines and upon payment to the District for such advertisements; (2) advertisements may be placed solely on the designated community bulletin board in the District's Recreation Center, which bulletin board may be discontinued at any time, without notice, and which advertisements are removed from time to time by the General Manager to allow others an opportunity to post; and (3) if the District contracts with a third party for the publication of a community newsletter, such third party may permit advertising in the newsletter if authorized to do so by the Board.

COMMUNITY PROGRAMMING

Patrons can easily find information on new programs and events by reviewing the community newsletter or Amenity flyers, or by contacting the Lifestyle Director. Email blasts are also sent to registered users of the website with up-to-date information on activities.

Patrons and Guests Only. Unless otherwise directed by the District, programs will be open to Patrons and their Guests only, subject to payment of any applicable fees. Patrons may register Guests for programs; however, in order to provide Patrons with priority registration, Guests will only be able to register for programs if space permits.

Registration. Patrons will be able to register for all programs and activities in person at the clubhouse, or, in some cases, online registrationmay be available. Most programs will require advanced registration (typically, one week prior to the start of a class or event, unless otherwise noted) to allow the staff to plan effectively. To avoid the unnecessary cancellation of a program, register by the posted deadline. Late registrations may be accepted on a case-by-case basis. Due to the nature of some programs and the availability of space, late registration may not always be feasible. Some programswill have maximum registration limitations. In the event a program is full, a waiting list will be created. If there are cancellations in the program, the Patrons on the waiting list will be contacted. This waiting list will also be used to determine if an additional program can be offered.

Payment. A variety of complimentary and fee-based programs will be offered to Patrons. Fees for programs are occasionally required to offset the cost of instruction, supplies, equipment, overhead, and administrative expenses. Full payment must be made at the time of registration or by the registration deadline, to be determined by the Amenities Manager. Patrons may pay for programs utilizing a check or credit card. The District reserves the right to change its method of payment at any time.

Programs and Activities. All programs and services, including personal training, group exercise, tennis lessons, instructional programs, competitive events, and other programs, must be conducted through the Lifestyle Director or as directed by the Board. A schedule of activities for the Amenities will be available from the Lifestyle Director.

Athletic Teams. The District may from time to time authorize certain District-sponsored athletic teams that may be eligible to use the Amenities for both practice and competitions. For such events, teams from outside the District may be invited to participate in competitions. The District's Amenities Rules apply to all such teams, and all such members of any outside teams shall be required to execute a Consent and Waiver Agreement. After these competitions are complete, all team members and their families must leave unless they are signed in as a Guest of a Patron. Please contact the General Manager for further information.

Cancellation by the District. Patrons will be notified if there is a need to change or cancel a program. If a program is canceled, Patrons will be issued a refund or credit on their account if applicable.

Refunds. Program refunds and credits may be granted on a case-by-case basis. Refunds and credits after the program registration deadline or after a program begins may not be approved.

Program Suggestions and Ideas. The staff is constantly striving to improve programs and services offered to the community. Patrons are encouraged to submit ideas and suggestions for upcoming programs by emailing the Lifestyle Director.

GENERAL PROVISIONS

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

Hours of Operation. All hours of operation of the Amenities will be established and made available from the Clubhouse Manager and/or posted at the Amenities. The Districtmay 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. Any programs or activities of the District may have priority over other users of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific rules for each Amenity are posted in each area and outlined under their section herein.

1) ***Registration and Access Cards.*** Each Patron must show an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection. Cards are only to be used by the Patron to whom they are issued. Patrons must have at all times in their possession their personalized Access Card to enter and use the Amenities and must present their Access Cards upon request by clubhouse staff.
2) ***Guests.*** Guests must be accompanied by a Patron while using the Amenities and must sign in with the clubhouse staff upon entering the Amenities.
3) ***Minors.*** Minors under the age of 13 must be accompanied by an adult, age 18 or older, at all times.
4) ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts, pants, and shoes to use the Amenities. Bathing suits and wet or bare feet are not allowed indoors, with the exception of the locker room.
5) ***Food and Drink.*** Food and drink will be limited to designated areas only. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris. Management has the option to prohibit Patrons from bringing in commercially prepared meals, fast food, and party platters for consumption at the Amenities. This does not include rentals. No person under age 21 may possess an alcoholic beverage of any kind. No hard coolers, no outside food, or glass containers are allowed in the pool, on the pool deck,or in the Clubhouse internal and external seating areas, except as specifically set forth herein.
6) ***Drugs and Alcohol.*** Anyone who appears to be under the influence of drugs or inebriated past the legal limits will be asked to leave the Amenities. Illegal drug use is prohibited, and violators will be punished to the maximum extent allowed by law.
7) ***No Smoking.*** Smoking, including vapor and electronic devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other

subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities. All waste must be disposed of in the appropriate receptacles. Smoking of any kind is prohibited in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to the General Manager.

8) ***Pets.*** Pets are not permitted within District buildings or other controlled access amenity facilities with the exception of service dogs as set forth in the District's adopted Service Animal Policy. On all District Amenities, dogs must be leashed. Patrons and guests are responsible for picking up after all pets as a courtesy to others and in accordance with the law. Patrons maintain sole responsibility for any and all animals of any kind on District property, including but not limited to property damage or damage to persons.
9) ***Vehicles.*** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way that 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), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within the District unless they are owned by the District. Golf carts are permitted in certain areas of the Amenities if properly licensed for on-road usage and permitted under applicable State and local laws.
10) ***Skateboards, Etc.*** Use of bicycles, skateboards, rollerblades, and other similar use is limited to designated outdoor areas only.
11) ***Fireworks.*** Fireworks of any kind are not permitted anywhere on the Amenities or District property.
12) ***Service Areas.*** Only District employees and staff are allowed in the service areas of the Amenities.
13) ***Courtesy.*** Patrons and their Guests shall treat all staff members, agents of the District, and other Patrons and Guests with courtesy and respect.
14) ***Profanity.*** Loud, profane, or abusive language is prohibited.
15) ***Horseplay.*** Disorderly conduct and horseplay are prohibited.
16) ***Excessive Noise.*** Excessive noise that will disturb other Patrons and Guests is not permitted.
17) ***Equipment.*** All equipment and supplies provided for use of the Amenities must be returned in good condition after use. Patrons and guests are encouraged to let the staff know if an area of the Amenities, or a piece of equipment, is in need of cleaning or maintenance.
18) ***Littering.*** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
19) ***Solicitation and Advertising.*** Commercial advertisements shall not be posted or circulated in the Amenities. Please see the Commercial Advertising Policy contained within these Rules. Petitions, posters or promotionalmaterial shall not be originated, solicited, circulated or posted within the Amenitiesunless such materials are a result of a sponsorship package approved by management. Please contact the General Manager if you have any questions.

20) ***Political Campaigns.*** Except as permitted by the District as part of an approved civic event, no persons may campaign on behalf of political candidates, whether partisan or nonpartisan, or political issues within the District's Amenities (defined for purposes of this section as within the physical buildings, athletic courts and pool decks of the District). Campaigning may not inhibit or disrupt the flow of traffic to the District's Amenities or in parking areas. The District's intent is to ensure Patrons are able to use the Amenities without interruption by activities normally associated with political campaigns and to ensure safety and order within the facilities. Unless otherwise waived by the Board, the following guidelines apply:
    (a) Political campaigns are afforded the same opportunity as other persons or groups to rent District meeting room space at published rates.
    (b) No political campaign signs, flyers, or related documents are to be posted in or on District-owned property, including District bulletin boards, and if discovered, such postings will be removed immediately.
    (c) No political campaign signs, flyers, or related documents are to be disseminated while in the District's Amenities, Except as part of an approved civic event.
    (d) To allow for the efficient and timely conduct of District business during public Board meetings, no political messages, paraphernalia (including but not limited to shirts, buttons, signs, or the like), political public comments or otherwise are allowed in or during a public meeting of the Board of Supervisors in furtherance of the candidacy of any candidate for public office.
21) ***RESERVED.***
22) ***Trespassing / Loitering.*** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
23) ***Compliance with Laws.*** All Patrons and Guests shall abide by and comply with any and all federal, state, and local laws and ordinances, as well as any District rules and policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
24) ***Surveillance.*** Various areas of all Amenities are under twenty-four (24) hour video surveillance. By using the Amenities, Patrons and Guests hereby acknowledge and consent to such twenty-four (24) hour video surveillance.
25) ***Bounce Houses & Other Structures.*** Bounce houses and similar apparatus are not permitted on District property unless prior approval is received from the District in writing.
26) ***Grills.*** Patrons and Guests may not use their own grills on District property.
27) ***Cellular Phones.*** To prevent disturbance to others, the use of cellular telephones is limited while in the Recreation Center. Patrons and guests are asked to keep their ringer turned off or on vibrate while in the Recreation Center.
28) ***Lost Property.*** The District is not responsible for lost or stolen items. Staff

members are not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Clubhouse Manager for storage in the lost and found. Items will be stored in the lost and found for one week before being discarded.

29) ***Community Programming by District Representatives Only.*** All programs and services, including personal training, group exercise, tennis lessons, and instructional programs, must be conducted by an approved District employee or contractor.
30) ***Emergencies.*** In the event of an injury, property damage, or other emergencies, please contact the District immediately pursuant to the terms ofthis policy (see the provisions herein addressing the same).
31) ***Closures.*** Although anyone using the District's Amenities does so at his or her own risk as set forth herein, the District reserves the right to close its Amenities or restrict access to any District property immediately if deemed necessary in the District's discretion, including but not limited to in instances of inclement weather or safety hazards. Everyone must leave the Amenities or District property immediately when instructed to do so by staff.
32) ***Overnight Parking.*** There is no overnight or long-term parking permitted in or around the clubhouse's parking lot. Parking is provided for Patrons and Guests during the active usage, and normal business hours, of the Amenities only.

ALCOHOL POLICY

The following policy applies to the possession and consumption of alcoholic beverages on Districtproperty:

1) Patrons and Guests must be at least 21 years of age to be served alcohol. Patrons and Guests under 21 years of age may not possess or consume alcohol on the property at any time.
2) All Patrons and Guests must present valid picture identification at the request of the General Manager.
3) Alcohol served on the premises must be consumed on the premises.
4) The District reserves the right to refuse to serve alcohol to anyone.
5) The District reserves the right to ask intoxicated or disruptive persons to leave the Amenities or District property immediately.
6) No alcohol shall be consumed or served within any designated children's area or playground.
7) Subject to the rental policy, only alcoholic beverages served by a licensed

and insured vendor are allowed at rental events at the Recreation Center. Outside alcohol is permitted at rental events at the Aquatics Complex provided that the terms of the rental policy and Rental Agreement are met.

8) Any persons possessing, consuming, or providing alcohol on District property must comply with the Alcohol Requirements Matrix included in Part 3 of these Amenities Rules, as may be amended from time to time.
9) Alcohol policies may be changed at any time at the discretion of the District.

Recreation Center

Patrons and Guests are <u>not</u> allowed to bring outside alcohol to the Recreation Center at any time. Alcoholic beverages distributed during an event, by an approved vendor, may not be taken or consumed outside of the Recreation Center under any circumstances. Patrons who rent the Recreation Center are required to use bartenders employed by an approved vendor. Please see the Lifestyle Director for scheduling and rental fees.

FITNESS CENTER & GROUP EXERCISE STUDIO

Features and Benefits

The District offers a fitness center with both cardiovascular and strength training equipment, including:

- Cardiovascular machines
- Circuit training
- Free weights
- Personal training

The District also offers a group exercise studio featuring:

- Mirrored walls
- Organized fitness classes

Usage Guidelines

The following policies apply to the District's fitness center and group exercise studio:

1) ***Exercise at Your Own Risk.*** All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and consult fitness staff for questions about equipment use. All Patrons and Guests shall consult District staff for any questions or concerns about the equipment.
2) ***Usage Restrictions.*** Patrons and Guests ages 13 and older may use the fitness center, but they must have an Access Card and signed waiver on file.

Patrons and Guests ages 13 to 17 must be accompanied by an adult age 18 or older. No children, infants, or toddlers are allowed in the fitness center or exercise studio at any time.

3) ***Attire.*** Appropriate attire including shorts, shirts, and closed-toed athletic footwear must be worn at all times in the fitness center.
4) ***Courtesy.*** If a Patron or Guest is waiting, cardiovascular equipment utilization is limited to 30 minutes. If a Patron or Guest is waiting for the weight equipment, individuals should allow others to "work in" between sets. All equipment must be wiped down after use with the wipes and/or spray provided.
5) ***Food and Drink.*** No food or chewing gum is permitted in the fitness center. Water or other sports drinks must be contained in non-breakable, spill-proof containers.
6) ***Noise.*** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phone use while in the fitness center is not permitted. Personal speakers are not permitted.
7) ***Equipment.*** Weights or other fitness equipment may not be removed from the fitness center. Please replace weights to their proper location after use. Free weights are not to be dropped and should be placed only on the floor or on equipment made specifically for storage of the weights.
8) ***Hand Chalk.*** Hand chalk is not permitted.
9) ***Personal Training***. Except as expressly authorized by the District, the provision of personal training services for fees, or solicitation of personal training services for fees, is prohibited. The District offers a personal training program for Patrons seeking more individualized attention and guidance. Information on trainers, packages, and fees is available in the newsletter and posted in the facility. All instructors must be approved District employees or independent contractors.
10) ***Maintenance Items.*** All concerns, equipment malfunctions, and maintenance needs should be reported to the staff.

The following additional policies apply to the group exercise studio:

1) ***Group Classes.*** Classes are scheduled each month based on the interests of the Patrons and the availability of qualified instructors. Information on class times, dates, fees, and instructors is available at the fitness desk. All instructors must be approved District employees or contractors.
2) ***General Usage.*** Patrons and Guests are permitted to use the studio and the equipment within the studio when classes are not in session, subject to availability.
3) ***Music System.*** The music system may only be utilized as part of a structured and supervised program.
4) ***Usage Restrictions.*** Patrons and Guests between the ages of 13 and 16 may participate in group exercise classes when accompanied by a parent/guardian. Patrons and Guests 16 years and older may participate in a group exercise class independently, with a signed waiver on file.

LOCKER ROOMS

Features and Benefits

Locker room facilities are available for all Patrons and Guests, including:

- Individual use lockers
- Showers

Usage Guidelines

1) ***Daily Use.*** Lockers are for daily use only, and all items must be removed from the lockers at the end of the day.
    a. If a locker is not vacated at the end of the day, items left in the locker will be removed by District staff.
    b. Items removed from lockers will be kept for one week at the Recreation Center's lost and found. After one-week, unclaimed items will be donated or otherwise disposed of.
    c. The General Manager reserves the right, at its sole discretion, to remove and dispose of items immediately and without notice.
2) ***Age Restriction.*** Children 5 years of age and older are required to use the shower/dressing area of their gender.
3) ***Dressing Room.*** A family/accessible dressing room and bathroom is available in the Recreation Center to anyone who may need assistance changing.

POOL, SPLASH PAD, & LAP LANES

Features & Benefits

The District offers a variety of aquatic amenity areas, including:

- Zero entry beach pool
- Children's Splash Pad
- Junior Olympic size Lap pool with lane lines
- Market-size umbrellas, loungers, tables, and chairs

Usage Guidelines

1) ***Operating Hours.*** Use of the pools and splash pad is permitted only during designated hours as posted, and such hours are subject to change at the discretion of the District. No one is permitted in the pool at any other time unless a specific event is

scheduled.

2) ***Check-In.*** Patrons with Guests are required to check-in with clubhouse staff before utilizing the pools. Access to the pools is on a first-come, first-served basis, and the District reserves the right to refuse entry if the pools are at capacity.
3) ***Swim at Your Own Risk.*** All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
4) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by, and supervised by, an adult at least 18 years of age at all times for usage of the pools. All children 5 years of age or younger, as well as all children who are unable to swim by themselves, must always be supervised by a responsible individual (18 years of age or older) within arm's length when on the pool deck or in the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device MUST be supervised one-on-one by an adult who is in the water and within arm's length of the child.
5) ***Small Children; Swim Diapers.*** Children 3 years and younger are restricted to the splash pad unless closely supervised by an adult who is 18 years of age or older. Parents should take their children to the restroombefore entering the pool and are responsible for ensuring that their children do not urinate or defecate in the pool. Swim diapers are required. Children who are not reliably toilet trained must wear rubber-lined swim diapers anda swimsuit over the swim diaper. Diapers (cloth and disposable) are prohibited. If contamination occurs, the pool will be closed and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
6) ***Food and Drink.*** Patrons will be permitted to bring their own snacks and nonalcoholic beverages to the pool; however, no hard coolers are permitted except for small snack coolers, which are defined as those coolers that hold twelve quarts or less. Additionally, no food or beverages are permitted in the pools, on the pool wet deck area, or at the splash pad. Instead, food and beverages are only allowed in designated areas.
7) ***Glass Containers.*** Glass containers or breakable objects of any kind are not permitted anywhere in the pool area, splash pad, playground, or locker rooms.
8) ***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. Inflatable rafts, balls, pool floats, and other toys, balls, and equipment are prohibited.
9) ***Skateboards, Etc.*** No bicycles, scooters, roller skates, roller blades or skateboards are permitted on the pool deck. A bike rack is provided near the pool gate in the parking lot area.
10) ***Prevention of Disease.*** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores, or blisters, or nasal or ear discharge, may not use the pools or splash pad. No person should use the pools or splash pad with or

suspected of having a communicable disease or illness which could be transmitted through the use of the pool.

11) ***Attire.*** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion.
12) ***Pets.*** Pets (other than service animals) are not permitted on the pool deck area inside the pool gates at any time.
13) ***Horseplay.*** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pools or on the pool deck area or at the splash pad.
14) ***Diving.*** Diving is strictly prohibited at the pool.Back dives, back flips, back jumps, or other dangerous actions are prohibited.
15) ***Weather.*** The pool and pool area, including the splash pad, 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 within 6 miles and will remain closed for thirty minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by the staff.
16) ***Reservation of Tables or Chairs.*** Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
17) ***Noise.*** Personal speakers are not permitted anywhere on the pool deck, in the pool, etc.
18) ***Entrances.*** Pool entrances must always be kept clear. No golf cart, bicycle parking is permitted in front of any pool gates, or on walkways.
19) ***Railings.*** No swinging on ladders, fences, safety lines, or railings is allowed.
20) ***Pool Furniture.*** Pool furniture is not to be removed from the pool area, or placed in the pools.
21) ***Chemicals.*** Chemicals used in the pool may affect certain hair or fabric colors. The District is not responsible for these effects.
22) ***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.
23) ***Swim Instruction.*** Except as expressly authorized by the District, swim instruction is only permitted through a District-approved swim instructor..
24) ***Rest Rooms / Locker Rooms.*** Please use the restrooms adjacent to the pool. Children, ages five and older, MUST use their gender appropriate changing room.
25) ***Staff Only.*** Only authorized staff members are allowed in the filter rooms, chemical storage rooms, and mechanical yard.
26) ***Pool Closure.*** In addition to Palm Beach County and the State of Florida Health Code Standards, and as noted above, the pools and splash pad will be closed for thefollowing reasons:
    - Operational and mechanical difficulties affecting pool water quality.
    - During severe weather conditions (heavy rain, lightning, and

thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For 30 minutes following the last occurrence of thunder or lightning (deck also closed).
- For at least 4 hours following any mishap that results in feces or vomit in the pool water.
- Any other reason deemed to be in the best interests of the District as determined by District staff.

Additional Usage Guidelines (Lap Lane)

1. Lap lanes are to be used only by persons swimming laps or water walking.
2. Lap lane swimmers are encouraged to share the lane and circle swim.
3. The District reserves the right to remove some lap lanes on weekends.

BANQUET ROOMS AND RELATED GATHERING AREAS

The facility contains common social areas that will be programmed at specific times of the day and will also be open for Patron use.

Features and Benefits - Banquet Rooms are available for use and rental and are located within the Recreation Center. There is wireless internet access. These rooms convert to two separate rooms.

Usage Guidelines

1. ***Availability.*** All areas, except the Event Hall, are open for Patron utilization unless a structured program, event, or exclusive rental is taking place.
2. ***Rental of Banquet Room(s).*** The Banquet Room(s) are available for rental (see the section herein on rentals).
3. ***Age Restriction.*** Minors under the age of 13 must be accompanied by an adult, age 18 or older. Patrons are not permitted to "drop off" their children/grandchildren without specific supervision from an adult.

KIDS' ROOM

Usage

Kids' Corner is for the use of Patrons and Guests only, for children 3 months old to 12 years old. Parents or legal guardians must supervise their child at all times, while child is in the kids' corner.

Availability

Kids' Corner is not a babysitting or daycare, and is first come first serve. Parents or legal guardians must supervise children at all times while utilizing the kids' corner.

Sick Child

Children deemed ill or sick by staff will not be allowed to utilize the space.

WIRELESS INTERNET ACCESS

Features and Benefits

The Recreation Center and associated decks, amenity spaces and related areas, feature wireless internet access that Patrons and Guests may use free of charge, subject to the usage guidelines below.

Usage Guidelines

1) The District assumes no responsibility for any damages, direct or indirect, that may occur from the use of its electronic resources. Further, the District assumes no responsibility for accuracy, authority, objectivity, currency, or content of any Internet resource. Computer users peruse the Internet at their own risk, realizing the potential for accessing offensive, inaccurate or illegal information.
2) Use of the District's wireless internet access for purposes contrary to state

or federal laws or in a manner that violates this policy will not be allowed and may result in the loss of privileges. Such violations may include, but are not limited to:

a. Intentionally displaying, sending, or receiving inappropriate materials in either text or graphic format that may be reasonably construed as obscene, child pornography, or harmful to minors.
b. Propagating malicious software.
c. Unauthorized copying of copyrighted material.
d. Attempting to access unauthorized files or systems.

3) Parents/legal guardians are responsible for deciding which Internet resources are appropriate for their own children under age 18. Restriction of a child's access to the Internet is the responsibility of the parent/legal guardian.

TENNIS AND PICKLEBALL COURTS

A total of Eight (8) tennis courts and six (6) pickleball courts are available for informal use, lessons, and league play.

Features and Benefits

- 6 Pickleball courts
- 2 Hard Top Tennis Courts
- 6 Hard-Tru Tennis Courts
- Shaded Pavilions
- Tennis professional available by appointment

Usage Guidelines

1) ***Reservations & Scheduling.***
   a. Tennis Courts may be reserved on a 2-hour basis in person, online, or by phone up to 3 days in advance, through the clubhouse manager. The reservations sheet will be with management, and patrons wishing to "walk-on" to an unreserved court will be able to do so pending availability.
   b. Court reservations will be honored and enforced over unscheduled play except for players who arrive more than fifteen minutes late for their reservation.
   c. Please check in ten minutes prior to play. Several courts may be unavailable due to cleaning, maintenance, or reservations.
   d. There will be, from time to time, a designated teaching court that will not be available for reservation. When it is not being used for instruction, it will be available on a first-come, first-served basis.
   e. A schedule of activities will be posted in each area and updated by the staff.
   f. When other players are waiting tennis court use should be limited to 1 hour.

2) ***Supervision of Children.*** Minors under the age of 13 must be accompanied by an adult (18 years and older). Patrons are not permitted to "drop off" underage children without specific supervision from an adult.
3) ***Attire.*** All players shall be dressed in appropriate attire, which includes shirts, tennis shoes, shorts, or warm-up suits. These items must be worn at all times. Hard and/or black soled shoes are restricted from the tennis courts.
4) ***Usage Rules.*** Tennis courts are for tennis only. The rules established by the United States Tennis Association (U.S.T.A.) will always be strictly followed and adhered to by all players. Pickleball courts are for Pickleball use only.
5) ***Pets.*** Pets, with the exception of service animals, as defined by Florida law, are not permitted on the tennis courts at any time.
6) ***Food and Drinks.*** Food and gum are not permitted on the courts. Drinks must be in a non-breakable, spill-proof container.
7) ***Glass Containers.*** No glass containers or breakable objects of any kind are permitted on the courts.
8) ***Operating Hours.*** The courts are open from 8 am to 10 pm, Mondaythrough Sunday. Noone is permitted on the courts at any other time unless a specific eventis scheduled.
9) ***Court Lights.*** Please allow up to five (5) minutes for the lights to fully illuminate. After play, please turn off the lights prior to leaving the court area.
10) ***Skateboards, etc.*** No bicycles, scooters, roller skates, roller blades or skateboards, or similar uses are permitted on the tennis courts.
11) ***Furniture.*** No furniture, other than benches already provided, will be allowed on the playing surfaces.
12) ***Equipment.*** Patrons are responsible for bringing their own equipment.
13) ***Tennis Instruction.*** Except as expressly authorized by the District and by a District-approved vendor, tennis or pickleball instruction for fees, or solicitation of instruction for fees, is prohibited.
14) ***Equipment.*** Fees, as adopted by the Board of Supervisors and contained in the fee chart, will be assessed for courts.

PLAYGROUNDS AND PARKS

Our community provides playground areas and parks for Patrons to enjoy.

Usage Guidelines:

1) ***Use at Your Own Risk.*** Patrons and Guests may use the playgrounds and parksat 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.*** Adult supervision (18 years or older) is required for children under the age of 13. Children must remain in the sight of

parents/guardians. All children are expected to play cooperatively with other children.

4) ***Shoes.*** Proper footwear is required. No open-toed Shoes. No Barefoot
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, but are permitted at the parks. Patrons and Guests are responsible for the clean-up of any food or drinks brought by them to the parks.
7) ***Pets.*** No pets of any kind are permitted except for service animals.
8) ***Glass Containers.*** No glass containers are permitted.
9) ***Equipment.*** No outside equipment is permitted.
10) ***No Jumping.*** No jumping off from any climbing bar or platform.
11) ***Playground Slides.*** Climb the ladder and go down the slide one at a time; go down in a sitting position, feet forward; wait until the person before you finishes sliding first; slide inside the tunnel slide, do not climb on top; no clogging the tunnel slide; and no running or climbing up the slides.

POND AREAS

The District operates and maintains a number of stormwater ponds throughout the community, some of which are on the Recreation Center property. The District's stormwater ponds are not designed for swimming or boating.

The following additional guidelines apply:

1) ***Privacy.*** Please be respectful of the privacy of the residents living near the ponds.
2) ***Parking.*** Parking along the right-of-way or on any grassed area near the ponds is prohibited.
3) ***Litter.*** Do not leave any litter.
4) ***Wildlife.*** Do not feed the wildlife anything, ever.
5) ***No Swimming.*** Swimming is prohibited in all ponds on District property.
6) ***No Fishing.*** Fishing is prohibited in all ponds on District property.
7) ***No Boating.*** No watercraft of any kind is allowed in any of the ponds on District property.
8) ***Stormwater Management System.*** The ponds owned by the District are part of the District's stormwater management system. Consistent with the District's existing "Natural Areas Policy," maintenance of the system, disposal of personal property within the system, and other similar activities are strictly prohibited, except by authorized representatives of the District. Please contact the District's General Manager in the event that you witness any event in violation of these policies or requiring the District's attention.

FACILITY RENTAL POLICIES

For the convenience and enjoyment of our Patrons, our community offers certain facilities for private rentals, including the Banquet Rooms, Pavilion, Pool Deck, and other areas.

The following policies apply to the rental of the Amenities:

1) ***Rentals; Patrons Only.*** Patrons must reserve Amenities available for rental through the Lifestyle Director in order to use those areas on an exclusive basis and must reserve the facility or facilities for any organized party or event in order to use those areas on a non-exclusive basis. Unless otherwise directed by the District, only Patrons may reserve the Amenities for parties and events. All rentalsare subject to availability and the discretion of the General Manager and/or Board of Supervisors.

2) ***Amenities Available for Rental:*** The following Amenities are available for rental:
    a. Recreation Center Club Room
    b. Recreation Center Event Hall
    c. East & West Pool Pavilions
    d. Café Pavilion

3) ***Payment & Registration.*** Patrons interested in renting the Amenities may pick up the application packet at the Recreation Center. At the time the reservation is made, two checks, money orders, or credit card authorizations (no cash), one for the deposit and one for the rental fee in full, both made out to District must be delivered to the General Manager, along with completed paperwork and insurance certificate. Each Patron renting the Amenities must sign and execute a Rental Agreement acceptable to the District. Regardless of whether the Rental Agreement is executed, the Patron is bound by the Rental Agreement, which is incorporated herein by this reference.
4) ***Rates and Deposits.*** The rental rates and deposits for use of the Amenities are as set forth in the District's fees/rates. The deposit will secure the rental time, location, and date. To receive the full refund of the deposit within 10 days after the party, the renter must:
        i. Remove all garbage, place it in the dumpster, and replace garbage liners.
        ii. Take down all decorations or event displays; and
        iii. Otherwise clean the rented Amenities and restore them to their pre-rented condition, and to the satisfaction of the District.

    The District may retain all or part of any deposit if the District determines, in its sole discretion, that it is necessary to repair any damages (including any clean-up costs) arising from the rental.
5) ***Food & Drinks.*** The Patron may bring in his or her own food and non-alcoholic beverages. If the Patron desires to have alcohol available at a Recreation Center event, the Patron must notify the General Manager in advance and must meet insurance and event

staffing/security requirements as determined by the District in its sole discretion. If alcohol is to be served or sold, the Patron must hire a licensed bartender or caterer. Please see the Alcohol Requirements Matrix attached as a portion of Part 3 for more information.

6) ***Computation of Rental Time.*** The rental time period is inclusive of set-up and clean-up time.
7) ***Duration of Events.*** Unless otherwise authorized by the General Manager, each rental shall take place during normal operating hours. No after-hours events shall extend past midnight in any case, including cleanup.
8) ***Capacity.*** The capacity limit shall not be exceeded at any time for a party or event.
9) ***Noise.*** The volume of live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' enjoyment of their homes.
10) ***Insurance.*** Additional liability insurance coverage may be required for all events that are approved to serve alcoholic beverages, or for other events that the District determines in its sole discretion should require additional liability insurance. The District is to be named on these policies as an additional insured party.
11) ***Staffing.*** Depending on the nature of the event, the District may, in its sole discretion, require the Patron renting the District's facilities to pay for additional event attendant staffing, lifeguard staffing, or outside security services.
12) ***Cancellation.*** Please see the latest rental agreement document available at the District's Resident Relations desk for cancellation policies and cleaning/security deposit fees.

PROPERTY DAMAGE

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

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

EMERGENCY PROCEDURES

In the event of an emergency, please dial 911 and contact the on-site Manager and/or the District Manager. The facility is equipped with a firstaid kit and an AED. At all times while the facility is staffed, an individual with first aid, CPR, and AED certifications will be on duty to respond to emergencies, accidents, and injuries. The following equipment is available in the specified areas throughout the clubhouse.

First Aid Kits

Locations

- In the possession of management

Procedure for Use

1) Notify a staff member that first aid is required
2) If a staff member is unavailable, utilize the first aid supplies as necessary
3) Dispose of any used first aid supplies in appropriate trash receptacles

AEDs

Locations

- Fitness Floor

Procedure for Use

1. Send someone to call 911 and contact the nearest staff member or General Manager
2. Follow CPR steps with the victim
3. If the victim is not breathing and you do not hear a heartbeat, openthe AED
4. Follow instructions provided by the AED

DISCIPLINARY RULE

Please be aware that staff must protect the rights and privileges of rule-abiding Patrons, and that inappropriate behavior will not be accepted. All Patrons and Guests are responsible for compliance with the Amenities Rules established for the safe operations of the Amenities. A copy of the District's Amenities Disciplinary Rule is included as Part 2 of this Amenities Rules Handbook.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, costs and other expenses for investigation and defense and in

connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Patron, Guest, or other person, and any of his or her Guests and any members of his or her Family.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any act of intentional, willful, or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities" shall mean the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

SOVEREIGN IMMUNITY

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

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these 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 / WAIVERS

The Board of Supervisors in its sole discretion may amend these Amenities Rules from time to time in accordance with the requirements of Chapter 190, Florida Statutes. The Board of Supervisors by vote at a public meeting, or the District Manager, and/or General Manager, may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenities Rules, provided however that the Board is informed within a reasonable time of any such waivers.

OTHER RULES AND POLICIES

The District also has adopted other rules and policies governing the use of District property, including the Amenities. Please contact the District Manager for copies of all such rules and policies.

PART 2: Avenir Community Development District
Disciplinary & Enforcement Rule

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2020)

SUSPENSION AND TERMINATION OF PRIVILEGES

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

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

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

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

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

5. Process for Termination or Suspension of Amenity Privileges.

a. Offenses:
   i. ***First Offense***: Verbal warning by Amenity staff and suspension of all Amenity privileges for **up to one week** from the commencement of the suspension. Violation is recorded by Amenity staff, signed by the individual offender(s), and held on file at the Recreation Center.
   i. ***Second Offense***: Automatic suspension of all Amenity privileges for **up to thirty days** from the commencement of the suspension, with the preparation by Amenity staff of a written report to be signed by the offender(s) and filed at the Amenity.
   i. ***Third Offense***: Suspension of all Amenity privileges for **up to one year**. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for the recommendation of termination of the offender(s) privileges for one calendar year. The length of the suspension is at the discretion of the Board and may be for more or less than one year, depending on the nature of the violation.

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

   Notwithstanding the foregoing, any time a user of the Amenity is arrested for an act committed, or allegedly committed, while on the

premises of the Amenity, or violates these Policies in a manner that, in the discretion of the District Manager or General Manager, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges **immediately suspended** until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a long-term orcontinuing threat to the health, safety, and welfare of the District and itsresidents and users, permanent termination of Amenity privileges may be considered and warranted.

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

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

7. 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.

PART 3: Avenir Community Development District
Amenity Forms

ATTACHED FORMS:

- New Patron Information Form
- Consent and Waiver Agreement
- Credit Application Form
- Rental/Reservation Forms
- Alcohol Requirements Matrix

Avenir Community Development District
Resident User Information Form

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY PATRON INFORMATION (family members to be added to reverse side)

Last Name _____ **First Name** _____

Address _____
Street Address *Apartment/Unit #*

TENANT INFORMATION (IF APPLICABLE)*

Begin Lease Date _____ **End Lease Date** _____

Owner Last Name _____ **Owner First Name** _____

Owner Address _____
Street Address *Apartment/Unit #*
**Tenant shall provide a copy of their release and Owner shall submit a Tenant release form*

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____

Cell Phone Number _____ **Name** _____

Cell Phone Number _____ **Name** _____

Email Address(es) _____

Please select all that apply:

❒ I would like to receive e-mails on District programs and events. (Do not check this option if you wantthe information in this section to be used only for emergency purposes.)

❒ I would like to receive text messages on District programs and events. (Do not check this option if youwant the information in this section to be used only for emergency purposes.)

❒ Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ❒ YES ❒ NO

Avenir Community Development District
Resident User Information Form

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir ID #
1.			
2.			
Name(s) of Children	**Age**	**Birthdate**	
3.			
4.			
5.			
6.			
7.			
8.			

**In the event that one of the cards is lost, we will be responsible in paying $15.00 for each replacement card.

_____
Please initial

PLEASE READ AND SIGN BELOW:

The undersigned ("Patron") affirms that the above information is true and correct. Patron acknowledges that Resident Cards and Guest Passes are the property of the Avenir Community Development District ("AVENIR CDD" or "District") and are non-transferable, in accordance with the District's adopted rules, policies, and regulations.

In consideration for being granted access to use District property and facilities—including, but not limited to, the Recreation Center and all associated amenities (collectively, the "Facilities")—the undersigned, on behalf of him/herself, minor children, guests, heirs, executors, and assigns, voluntarily agrees to the following:

1. **Waiver of Liability:**
   Patron hereby waives, releases, and discharges the District, its officers, supervisors, employees, contractors, agents, and representatives ("Released Parties") from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind or nature, including but not limited to personal injury, illness, death, or property damage, arising out of or connected in any way with the use of the Facilities—whether by Patron, their guests, or minor children—except in cases of gross negligence or intentional misconduct by the District.
2. **Assumption of Risk:**
   Patron understands and expressly assumes all risks associated with the use of the Facilities and participation in any District-sponsored or self-directed activities. These risks include, but are not limited to, injuries resulting from physical activity, recreational use (including swimming, tennis, pickleball, playground use, and fitness facilities), slips, falls, exposure to weather or environmental conditions, or the actions or negligence of other patrons or guests.
3. **Medical Acknowledgment:**
   Patron acknowledges that the District does not provide medical or health evaluations and assumes no responsibility for individual physical conditions or limitations. All persons entering or using the Facilities do so at their own risk.
4. **Personal Property Disclaimer:**
   The District shall not be liable for any lost, stolen, or damaged personal property while on District premises.
5. **Guest Responsibility:**
   Patron is responsible for ensuring that all guests and minor children adhere to all District rules, regulations, and policies. Any violation by a guest shall be deemed a violation by the Patron and may result in loss of access privileges.
6. **Acknowledgment of Rules:**
   Patron affirms receipt of the AVENIR CDD Rules and Policies Handbook and agrees to abide by all provisions therein. Patron understands that violations may result in suspension or revocation of amenity privileges and other penalties as provided by District policy.
7. **Sovereign Immunity:**
   Nothing contained herein shall be construed as a waiver of the District's sovereign immunity or the limits of liability beyond those established in Section 768.28, Florida Statutes, or other applicable law.

Print Name: _____ ***Signature:*** _____

Date: _____

Avenir Community Development District
Non-Resident User Agreement

THIS AGREEMENT, made and executed this ___ day of _____, 20___, by and between the Avenir Community Development District ("District"), and whose address is _____ ("User"). The District is the owner of real property and facilities, including pools and other recreational amenities, located within Palm Beach County, Florida (collectively, the "Facilities"). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is defined as a person or family who does not reside or own property within the District. The District will permit the User to utilize the Facilities subject to the terms and conditions contained in this Agreement.
NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

User shall pay a one-time non-refundable annual fee ("Membership Fee") to utilize the Facilities for 12 months.

The 12-month period shall commence as of the date of this agreement and terminate on the same date the following year. No portion of the Membership Fee shall be refundable under any circumstances, including but not limited to relocation, non-use, revocation of privileges, or personal circumstances.

The right to use the Facilities provided through this Agreement is personal to the User and their family members residing in the same household, and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third party not a party to this Agreement.

User agrees that use of Facilities by User, their family members residing in the household, and any guests shall be subject to all rules, policies, and procedures of the District as may be amended from time to time. By signing below, User affirms that they have received or been given the opportunity to receive a copy of such policies and agrees to abide by them. Failure by User, household members, or guests to follow these policies may result in revocation of Facility access without refund. User shall be fully responsible for the conduct and compliance of all guests. Any violation of District policies by a guest shall be treated as a violation by the User.

User agrees and acknowledges that the information provided herein is true and correct. It is understood that User Cards and Guest Passes are the property of the Avenir Community Development District (AVENIR CDD or District) and are non-transferable. In consideration for admittance to the Facilities, User agrees on behalf of themselves, their guests, minor children, heirs, and successors, to hold harmless and release the AVENIR CDD, its staff, supervisors, agents, officers, and employees from any and all liability, claims, actions, suits, or demands, including those arising from injuries, death, property damage, or other losses related to use of the Facilities—except where caused by the District's gross or intentional negligence. User further understands that the District and its staff assume no responsibility for injuries or illness that User, or their minor children, may sustain due to physical condition or activities, including, but not limited to, swimming, sports, or recreational use. User expressly assumes all such risks. The District is not responsible for lost or stolen property. Nothing herein waives the District's sovereign immunity or liability limits as defined in Section 768.28, Florida Statutes.

All documents provided in connection with this Agreement are public records and will be treated in accordance with the District's Rules of Procedure and Florida law.

The District reserves the right to revoke membership or access privileges at any time for rule violations, misconduct, or safety concerns. No refund shall be issued in such cases.

Portions of the Facilities may be monitored by video surveillance. Recordings may be used to enforce rules or review incidents.

This Agreement shall be governed by the laws of the State of Florida. Any disputes shall be brought in a court of competent jurisdiction in Palm Beach County, Florida.

If any provision of this Agreement is held invalid, the remainder shall remain in full force and effect.

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

USER

By:_____

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By:_____

Payment Type: ☐ Check #_____ Date Paid: _____
☐ Credit Card Amenities Expiration Date:_____
Amount of Payment: $_____
Staff initials:_____

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	Avenir ID #
1.			
2.			
Name(s) of Children	**Age**	**Birthdate**	
3.			
4.			
5.			
6.			
7.			
8.			

*In the event that one of the cards is lost, we will be responsible for paying $15.00 for each replacement card

_____
Please initial

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

Avenir Community Development District
Non-Resident User Agreement

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name _____ **First Name** _____

Address _____

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____

Cell Phone Number _____ **Name** _____

Cell Phone Number _____ **Name** _____

Email Address(es) _____

Please select all that apply:

❒ I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

❒ I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)

❒ Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? ❒ YES ❒ NO

If you answered yes, please provide specific information below in the blank space:

AVENIR COMMUNITY DEVELOPMENT DISTRICT
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 Avenir Community Development 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 _____

Signature:_____ Date

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.**

AVENIR COMMUNITY DEVELOPMENT DISTRICT
USER PERMIT FOR RECREATION CENTER: BANQUET ROOM(S)

NOTE TO STAFF: This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name_____ Date of Event: _____

Organization: _____

Mailing Address: _____

Email Address:_____ Phone: _____

Intended Use:_____ Estimated Age Group: _____

Estimated Attendance:_____ Hours: from:_____ to _____
(Available from 8am – closing; including set-up/clean-up)

Please circle the option you would like to reserve.

- **Event Hall (3,781 sq. ft.; max: 253 people):**
  - **$1,500**/6 Hours (Patron Rate)
  - **$2,800**/All Day (Patron Rate)
  - **$2,250**/6 Hours (Non-Patron Rate)
  - **$4,760**/All Day (Non-Patron Rate)
- **Clubroom (745 sq. ft.; max: 49 people):**
  - **$650**/6 Hours (Patron Rate)
  - **$1,350**/All Day (Patron Rate)
  - **$950**/6 Hours (Non-Patron Rate)
  - **$1,850**/All Day (Non-Patron Rate)

Food & Beverage Requests: Special requests or outside catering must be coordinated with the Lifestyle Manager at least 14 days in advance of the reservation.

☐ Catering (Available through approved vendors only) ☐ Beer/Wine (Available through approved vendors only)

Other Requests

☐ Entertainment (Available through approved vendors only)

***RESERVATION:** To reserve your event date, please submit the following to the Lifestyle Director of the Avenir Community Development District ("District"):

- A completed User Permit Form
- A check for the refundable Cleaning/Damages Deposit, in the amount of $500
- A separate check for (50%) of the rental fee (balance due by the date of the rental).

***USAGE:** Only District Patrons (as defined in the District's policies) may rent the Banquet Rooms. The renter must be 21 years of age or older and must be on-site during the rental function. Any function for those younger than 21 years old must have adult supervision; an adult is responsible for all terms of this Permit. **Initial**_____

***ADVERTISING:** All advertising naming the District Recreation Center (or any derivation of) must include the following statement in a legible font: "*This is not an AVENIR CDD sponsored or endorsed event*." **Initial**_____

***ALCOHOL USAGE:** All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or during catered events, must be purchased from an approved vendor. Any violation will constitute potential cause for immediate shut-down of party/event with NO REFUND. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.
Initial_____

Please read and initial below as your agreement:

_____ The Renter acknowledges receipt of and agrees to comply with all clubhouse rental rules, regulations, and policies. Failure to comply with any terms herein may result in immediate termination of the event, forfeiture of the security deposit, assessment of additional penalties or damages, and revocation of future rental privileges at the sole discretion of The District.

_____ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.

_____ The Renter must strictly adhere to the full rental timeframe, including setup and breakdown. Entry before or occupancy after the contracted period by more than 15 minutes may result in additional hourly charges (minimum 1 hour) and forfeiture of part or all of the security deposit.

_____ No decorations may be affixed to walls, ceilings, doors, or fixtures without express approval. Use of confetti, glitter, nails, tacks, or any adhesive materials is strictly prohibited. Violations will result in cleaning or repair fees.

_____ No open flames, fireworks, sparklers, grills, or candles are permitted on District property without prior written approval. Violations will result in termination of the event and full forfeiture of the deposit.

_____ The Renter shall not move, alter, or misuse any fixtures, furniture, or equipment belonging to The District. Unauthorized alterations or misuse will be considered damage and subject to penalties.

_____ Any unauthorized access or tampering with gates, fences, doors, or emergency exits is strictly prohibited. Violations may result in the termination of the event and full forfeiture of the security deposit, as well as additional fines.

_____ The Renter is responsible for ensuring that all guests and minors in attendance are properly supervised at all times. Any damage or disturbances caused by unsupervised guests or minors shall be the full responsibility of the Renter.

_____ The Renter is responsible for returning the facility to its original condition immediately following the event. This includes removing all decorations, trash, food, and personal belongings. Failure to do so may result in cleaning fees being deducted from the deposit.

_____ No alcohol may be served or consumed on District property without prior written approval and, if required by law, appropriate permits. The use of illegal substances is strictly prohibited and will result in immediate termination of the event, police notification, and full forfeiture of the security deposit. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.

_____ All outside vendors must provide a valid certificate of general liability insurance, naming The District as an additional insured no less than 14 days prior to the event. Vendors may not access or operate on District property without proof of valid insurance and District approval. Failure to provide this documentation may result in cancellation of the rental with no refund.

_____ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, the potential for community disturbance, public health concerns, or other issues impacting thecommunity.

_____ The District reserves the right to withhold all or a portion of the security deposit in the event of any violation of established clubhouse or rental policies, or for any damage, repairs, or excessive cleaning required as a result of the rental. The determination of such violations or damages shall be at the sole discretion of The District and may include, but is not limited to, failure to comply with rental timeframes, improper use of the facilities, or any physical damage to District property.

_____ The Renter shall be held financially responsible for any and all damages to the clubhouse or surrounding property caused by themselves, their guests, vendors, or invitees during the rental period. The District will assess damages and provide an itemized invoice for repairs or replacement costs beyond the security deposit, if necessary.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the "District") and its supervisors, officers, directors, staff, relevant agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the "Facilities"), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. The District shall not be liable or responsible for any delay, cancellation, or failure to perform any part of this agreement due to acts of God, weather conditions, government restrictions, pandemics, or other events beyond its reasonable control. The Renter acknowledges that the facility may be under video surveillance for security purposes. These recordings may be used by The District in the event of suspected policy violations, damages, or legal claims. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

I have read, understand, and agree to abide by all policies and rules of the District governing the District's Facilities. Failure to adhere to the District's Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests. Renter agrees to notify all guests of the risks associated with the use of the facility and assumes full responsibility for ensuring that all guests comply with facility rules and conduct themselves safely.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees, and staff as additional insured.

Signature: _____ Date: _____

Print Name: _____

AVENIR COMMUNITY DEVELOPMENT DISTRICT BANQUET ROOMS FEES AND CHARGES

Please circle the option you would like to reserve.

- **Event Hall (3,781 sq. ft.; max: 253 people):**
  - **$1,500**/6 Hours (Patron Rate)
  - **$2,800**/All Day (Patron Rate)
  - **$2,250**/6 Hours (Non-Patron Rate)
  - **$4,760**/All Day (Non-Patron Rate)
- **Clubroom (745 sq. ft.; max: 49 people):**
  - **$650**/6 Hours (Patron Rate)
  - **$1,350**/All Day (Patron Rate)
  - **$950**/6 Hours (Non-Patron Rate)
  - **$1,850**/All Day (Non-Patron Rate)

Refundable Cleaning/Damage Deposit: $500
Please pay by separate check at the time of reservation.

If paying by check, please indicate your Deposit check preference: ☐ District to Destroy ☐ User to Pick Up

The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.

Refund/Cancellation Policy:
Up to 30 days before the event: Full refund of the Rental Fee and Cleaning/Damage Deposit.
Fewer than 30 days before the event: Full refund of the Cleaning/Damage Deposit. Refund of Rental Fee minus 50% cancellation fee. **INITIAL** _____

Payment Terms:
Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District. **INITIAL** _____

Office Use Only:

Cleaning/Damage Deposit: $500

Payment Method: ☐ Check #_____

Received: Date_____ INITIAL _____

Rental Fee: $_____

Payment Method: ☐ Check #_____

Deposit Received: Date_____ INITIAL_____

Balance Received: Date _____ INITIAL _____

Clubhouse Staff Signature:_____

District Signature:_____

Print Name: _____

EXEMPT STATUS

Is any of the personal information that you have provided on this form, including, but not limited to, identity, address, and telephone number, exempt from disclosure under Florida law?

☐ **YES** ☐ **NO**

If you checked "YES," please explain which exemption you qualify for:

_____

_____

_____

If you checked "YES," please provide a written request for such exemption to District staff at the following address:

Avenir Community Development District c/o Special
DistrictServices, Inc.
2501 A Burns Road
Palm Beach Gardens, FL, 33410
Attn: District Manager
-or-
jpierman@sdsinc.org

AVENIR COMMUNITY DEVELOPMENT DISTRICT
USER PERMIT FOR PAVILIONS

NOTE TO STAFF: This form may contain confidential or exempt information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, *Florida Statutes*, the information you submit on this form may become part of a public record. This means that if a citizen makes a public records request, we may be required to disclose part or all of the information you submit to us.

Name:_____Check #:_____ Date of Event: _____

Mailing Address: _____

Email Address:_____Phone:_____Cell: _____

Intended Use: _____

Estimated Attendance:_____ Hours: from_____ to _____
(Available from 8am-6pm; 6-hour max, including set up/clean up)

Please check the facility you would like to reserve.
☐ Recreation Center Pool Pavilion, single (550 sq. ft.; **max: 20 people**): **$500**/6 hours
☐ Recreation Center Pool Pavilion, double (620 sq. ft.; **max: 35 people**): **$800**/6 hours
☐ Recreation Center Café Pavilion (1,350 sq. ft.; **max: 30 people**) : **$1,000**/6 Hours

***RESERVATION:** To reserve your event date, please submit the following to the Lifestyle Director of the Avenir Community Development District ("District"):

- A completed User Permit Form
- A check for the refundable Cleaning/Damages Deposit, in the amount of $500
- A separate check for (50%) of the rental fee (balance due by the date of the rental).

***USAGE:** Only District Patrons (as defined in the District's policies) may rent the Banquet Rooms. The renter must be 21 years of age or older and must be on-site during the rental function. Any function for those younger than 21 years old must have adult supervision; an adult is responsible for all terms of this Permit. **Initial**_____

***ADVERTISING:** All advertising naming the District Recreation Center (or any derivation of) must include the following statement in a legible font: "*This is not an AVENIR CDD sponsored or endorsed event*." **Initial**_____

***ALCOHOL USAGE:** All alcoholic beverages consumed at the District Recreation Facility, either individually, during special events, or during catered events, must be purchased from an approved vendor. Any violation will constitute potential cause for immediate shut-down of party/event with NO REFUND. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.
Initial_____

Please read and initial below as your agreement:

_____ The Renter acknowledges receipt of and agrees to comply with all clubhouse rental rules, regulations, and policies. Failure to comply with any terms herein may result in immediate termination of the event, forfeiture of the security deposit, assessment of additional penalties or damages, and revocation of future rental privileges at the sole discretion of The District.

_____ The Recreation Center, and the property surrounding it, is a **NON**-smoking facility. Please advise your guests of this policy. Any violations will subject the renter to a forfeit of the Damages Deposit.

_____ The Renter must strictly adhere to the full rental timeframe, including setup and breakdown. Entry before or occupancy after the contracted period by more than 15 minutes may result in additional hourly charges (minimum 1 hour) and forfeiture of part or all of the security deposit.

_____ No decorations may be affixed to walls, ceilings, doors, or fixtures without express approval. Use of confetti, glitter, nails, tacks, or any adhesive materials is strictly prohibited. Violations will result in cleaning or repair fees.

_____ No open flames, fireworks, sparklers, grills, or candles are permitted on District property without prior written approval. Violations will result in termination of the event and full forfeiture of the deposit.

_____ The Renter shall not move, alter, or misuse any fixtures, furniture, or equipment belonging to The District. Unauthorized alterations or misuse will be considered damage and subject to penalties.

_____ Any unauthorized access or tampering with gates, fences, doors, or emergency exits is strictly prohibited. Violations may result in the termination of the event and full forfeiture of the security deposit, as well as additional fines.

_____ The Renter is responsible for ensuring that all guests and minors in attendance are properly supervised at all times. Any damage or disturbances caused by unsupervised guests or minors shall be the full responsibility of the Renter.

_____ The Renter is responsible for returning the facility to its original condition immediately following the event. This includes removing all decorations, trash, food, and personal belongings. Failure to do so may result in cleaning fees being deducted from the deposit.

_____ No alcohol may be served or consumed on District property without prior written approval and, if required by law, appropriate permits. The use of illegal substances is strictly prohibited and will result in immediate termination of the event, police notification, and full forfeiture of the security deposit. Renter must comply with all state and local alcohol regulations. Any alcohol-related incidents resulting in injury, property damage, or police involvement shall be the full responsibility of the Renter.

_____ All outside vendors must provide a valid certificate of general liability insurance, naming The District as an additional insured no less than 14 days prior to the event. Vendors may not access or operate on District property without proof of valid insurance and District approval. Failure to provide this documentation may result in cancellation of the rental with no refund.

_____ The District reserves the right to deny or cancel any application based on safety, site capacity, scheduling considerations, weather, the potential for community disturbance, public health concerns, or other issues impacting thecommunity.

_____ The District reserves the right to withhold all or a portion of the security deposit in the event of any violation of established clubhouse or rental policies, or for any damage, repairs, or excessive cleaning required as a result of the rental. The determination of such violations or damages shall be at the sole discretion of The District and may include, but is not limited to, failure to comply with rental timeframes, improper use of the facilities, or any physical damage to District property.

_____ The Renter shall be held financially responsible for any and all damages to the clubhouse or surrounding property caused by themselves, their guests, vendors, or invitees during the rental period. The District will assess damages and provide an itemized invoice for repairs or replacement costs beyond the security deposit, if necessary.

***INDEMNIFICATION AND WAIVER**

I personally agree to indemnify, defend and hold harmless the Avenir Community Development District (the "District") and its supervisors, officers, directors, staff, relevant agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any facility or amenity or other property owned or operated by the District (the "Facilities"), and, if alcohol is to be permitted, arising out of or in connection with the consumption or provision of alcohol, including litigation or any appellate proceedings with respect thereto. The District shall not be liable or responsible for any delay, cancellation, or failure to perform any part of this agreement due to acts of God, weather conditions, government restrictions, pandemics, or other events beyond its reasonable control. The Renter acknowledges that the facility may be under video surveillance for security purposes. These recordings may be used by The District in the event of suspected policy violations, damages, or legal claims. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limits of liability beyond any limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other law.

I have read, understand, and agree to abide by all policies and rules of the District governing the District's Facilities. Failure to adhere to the District's Policies and rules may result in the suspension or termination of my privileges to use the facilities and forfeiture of all of my deposits. **I also understand that I am financially responsible for any damages caused by me, my family members, or my guests. Renter agrees to notify all guests of the risks associated with the use of the facility and assumes full responsibility for ensuring that all guests comply with facility rules and conduct themselves safely.** If requested, I will obtain an event insurance policy naming the District, and its agents, supervisors, officers, directors, employees, and staff as additional insured.

Signature: _____ Date: _____

Print Name: _____

AVENIR COMMUNITY
DEVELOPMENT DISTRICT
PAVILION FEES AND CHARGES

Refundable Cleaning/Damage Deposit: $500
Please pay by separate check at the time of reservation.

If paying by check, please indicate your Deposit check preference: ☐ District to Destroy ☐ User to Pick Up

The Cleaning/Damage Deposit check may be picked up only after the post-party checklist is completed and District staff have confirmed there are no cleaning/damage expenses; otherwise, if there are no cleaning/damages expenses and the user has selected "District to Destroy," the check will be shredded within two (2) business days after the conclusion of the event.

Refund/Cancellation Policy:
Up to 14 days before the event: Full refund of the Rental Fee and Cleaning/Damage Deposit.
Fewer than 14 days before the event: Full refund of the Cleaning/Damage Deposit. Refund of Rental Fee minus 50% cancellation fee.

INITIAL _____

Payment Terms:
Check: For those paying with check(s), make check(s) payable to the Avenir Community Development District.

INITIAL _____

Office Use Only:

Cleaning/Damage Deposit: $500

Payment Method:

☐ **Check #**_____

Received: Date_____ **INITIAL** _____

Rental Fee: $_____

Payment Method: ☐ **Check #**_____

☐ **Credit Card (Fees Apply)**

Deposit Received: Date_____ **INITIAL**_____

Balance Received: Date _____ **INITIAL** _____

Clubhouse Staff Signature:_____

District Signature:_____

Print Name: _____

AVENIR CDD

ALCOHOL

INSURANCE MATRIX

	BYOB (Informal Gatherings)	**BYOB Patrons and/or Guests (Rental Events)**	**Served Patrons and/or Guests (Rental Events)**	**Sold Patrons and/or Guests (Rental Events)**
Permitted (Aquatic Facilities)	Yes	Yes	Yes, but only if a licensed bartender/caterer is hired	Yes, but only if a licensed bartender/caterer is hired
Permitted (Recreation Center)	No. All alcohol must be purchased through an approved and licensed vendor.	No. All alcohol must be purchased through an approved and licensed vendor.	No. All alcohol must be purchased through an approved and licensed vendor.	No. All alcohol must be purchased through an approved and licensed vendor.
Insurance	None. However, to the extent there are more than ten people present and alcohol is going to be consumed, renter is responsible for appropriate party staffing through the District.	Homeowner's Insurance Rider/Endorsement providing special event coverage with alcohol endorsement or required hiring of appropriate party staffing through the District WITH waivers executed by nonresidents.	Event liability insurance: • $250,000 property damage; • $1,000,000 personal injury, • Alcohol rider • District named as additional insured Requisite staffing levels required.	Event liability insurance: • $250,000 property damage; • $1,000,000 personal injury, • Alcohol rider • District named as additional insured Requisite staffing levels required.
Admission Fee Permitted	No	No	Admission fee only for District sponsored events w/District approval	Admission fee only for District sponsored events w/District approval

Notes:

1. The insurance requirements in this chart may only be altered after consultation with the District Manager and District Counsel and NOT byAmenity Management.

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 06/04/2025

W/O # 41

Attn: Jason Pierman
Company: Avenir CDD
Project: 00194 M Avenir CDD
Address: 12255 Avenir Dr.

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Bahia Turf Install - Spray And Lay - No Grading - 12,000 Sq Ft Installed		12,000.00	$0.90	$10,800.00
			Grand Total	**$10,800.00**
			Grand Total	**$10,800.00**

Removal of vegetation / rocks included. East Break has limited access, wheel barrows and other mechanical means will be needed to lay turf.

*Proposal valid for 30 Days after submission

* Alternates, if present, are to be added to the cost of proposal.

* No Material will be purchased from Tree World Wholesale Nursery.

* Please read all qualifications carefully, as there could be references to specific materials, quantities, or pricing that pertain to this particular project.

Accepted By: _____ Date: _____

Submitted By: _____ Date: _____

**Acceptance shall serve as notice that proposal has been reviewed and approved and contract is forthcoming.

RESOLUTION NO. 2025-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2024/2025 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the Avenir Community Development District ("District") is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an Amended Budget.

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

Section 1. The Amended Budget for Fiscal Year 2024/2025 attached hereto as Exhibit "A" is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 20th day of November, 2025.

ATTEST:

AVENIR
COMMUNITY DEVELOPMENT DISTRICT

By:_____
Secretary/Assistant Secretary

By:_____
Chairperson/Vice Chairperson

Avenir
Community Development District

Amended Final Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025

CONTENTS

I AMENDED FINAL OPERATING FUND BUDGET

II AMENDED FINAL CLUBHOUSE FUND BUDGET

III AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2018)

IV AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2019)

V AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2020 - IMPACT FEES)

VI AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2021)

VII AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2023 & TC)

VIII AMENDED FINAL DEBT SERVICE FUND BUDGET (SERIES 2024)

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
OPERATING FUND
FISCAL YEAR 2024-2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/30/25
O&M Assessments	4,965,806	**4,971,931**	4,971,931
Clubhouse Assessments	1,739,655	**1,738,719**	1,738,719
Clubhouse Other Revenues	55,000	**105,247**	105,247
Landowner Contribution - O&M	0	**0**	0
Total Regular Debt Assessments	15,595,194	**7,970,706**	7,970,706
Total Cap I + B Bond Dept Assess	1,809,035	**0**	0
Landowner Contribution - Debt	0	**0**	0
Impact Fees	6,484,553	**5,773,901**	5,773,901
Bond Prepayments	0	**1,463,361**	1,463,361
Bond Prepayments Sent to Trustee	0	**(1,463,361)**	(1,463,361)
Developer Contribution - Capital Projects	0	**9,016,363**	9,016,363
Develoer Contribution - O&M	0	**0**	0
Interest / Other Income	1	**87,840**	87,840
Total Revenues	**$ 30,649,244**	**$ 29,664,707**	**$ 29,664,707**
EXPENDITURES			
Supervisor Fees	3,840	**0**	0
Supervisor Fees Taxes	308	**0**	0
Engineering/Inspections	20,000	**30,000**	28,826
Management	56,285	**56,285**	56,285
Legal	48,000	**75,000**	72,655
Assessment Roll	6,000	**6,000**	6,000
Audit Fees	13,700	**15,700**	15,700
Arbitrage Rebate Fee	4,200	**5,000**	4,975
Insurance	66,000	**61,000**	60,673
Legal Advertisements	5,000	**22,000**	19,955
Miscellaneous	2,000	**2,000**	1,829
Postage	750	**2,500**	2,001
Office Supplies	2,000	**4,000**	3,479
Dues & Subscriptions	175	**175**	175
Trustee Fees	35,000	**35,500**	35,500
Continuing Disclosure Fee	3,000	**6,500**	6,250
Website Management	1,600	**1,600**	1,600
Infrastructure Maintenance	100,000	**250,000**	231,327
Miscellaneous Maintenance	50,000	**20,000**	14,897
Electric (FPL)	650,000	**620,000**	598,954
Water (Seacoast)	150,000	**150,000**	130,955
Landscape Maintenance Base	1,310,000	**1,075,000**	1,007,885
Landscape Maintenance Optional	350,000	**620,000**	586,723
Irrigation Maintenance	140,000	**230,000**	215,604
Lake Maintenance	250,000	**360,000**	326,311
Littorals	75,000	**5,000**	0
Street Sweeping / Pressure Washing	200,000	**60,000**	52,175
Roadway / Bridges / Signs Maintenance	0	**65,000**	61,800
Mitigation Maintenance	720,000	**760,000**	726,150
Wild Hog Control	0	**0**	0
Pump Maintenance	100,000	**80,000**	72,664
Trail Maintenance	0	**0**	0
Fountain Maintenance	100,000	**160,000**	152,141
Gas Utility	0	**28,000**	25,389
Field Operations	55,000	**0**	0
Contingency / Hurricane	150,000	**150,000**	139,296
Capital Project Outlay	0	**9,200,000**	8,971,278
TOTAL O&M EXPENDITURES	**$ 4,667,858**	**$ 14,156,260**	**$ 13,629,450**
TOTAL CLUBHOUSE EXPENDITURES	**$ 1,691,313**	**$ 1,736,975**	**$ 1,654,313**
TOTAL EXPENDITURE	**$ 6,359,171**	**$ 15,893,235**	**$ 15,283,763**
Excess/ (Shortfall)	**$ 24,290,073**	**$ 13,771,472**	**$ 14,380,944**
Bond Payments - Series 2018	(2,995,460)	**(2,325,784)**	(2,325,784)
Bond Payments - Series 2019	(1,278,335)	**(1,092,627)**	(1,092,627)
Bond Payments - Series 2020 (IF)	(6,484,553)	**(5,773,899)**	(5,773,899)
Bond Payments - Series 2021	(4,850,154)	**(2,393,832)**	(2,393,832)
Bond Payments - Series 2023	(6,583,756)	**(1,766,611)**	(1,766,611)
Bond Payments - Series 2024	(760,813)	**(75,071)**	(75,071)
Balance	**$ 1,337,002**	**$ 343,648**	**$ 953,120**
County Appraiser & Tax Collector Fee	(446,013)	**(48,841)**	(48,841)
Discounts For Early Payments	(892,026)	**(431,147)**	(431,147)
Net Excess/ (Shortfall)	**$ (1,037)**	**$ (136,340)**	**$ 473,132**

Note: Debt Assessments/Bond Payments Only Includes Transactions Processed Through Operating Account

O&M ONLY	
FUND BALANCE AS OF 9/30/24	$355,195
FY 2024/2025 ACTIVITY	$ 283,479
FUND BALANCE AS OF 9/30/25	$638,674

AMENDED FINAL DETAILED CLUBHOUSE BUDGET

AVENIR COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024-2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

EXPENDITURES	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/30/25
Supervisors Fees	960	**0**	0
Supervisors Fees Taxes	77	**0**	0
Management	8,000	**8,000**	8,000
Legal	12,000	**9,000**	8,235
Assessment Roll	1,500	**1,500**	1,500
Audit Fees	1,600	**1,600**	1,600
Arbitrage Rebate Fee	225	**225**	225
Legal Advertisements	1,500	**1,500**	1,500
Miscellaneous	0	**3,500**	2,723
Trustee Fees	3,500	**3,500**	3,500
Continuing Disclosure Fee	250	**250**	250
Website Management	400	**400**	400
Connect Water Fee	0	**0**	0
Management/personnel	758,801	**775,000**	758,291
Uniforms	4,000	**500**	0
Licenses/Permits	5,000	**500**	338
Insurance	55,000	**51,000**	50,204
Post / Print / Office Sup	9,000	**18,000**	16,630
IT / Telecom	20,000	**28,000**	26,716
HVAC Maint & Repair	12,000	**1,000**	0
Janitorial	11,000	**28,000**	26,166
Misc Repair & Maint	60,000	**80,000**	74,994
Pest Control	18,000	**20,000**	19,154
Fire/ Life/ Hood -Safe Sys	8,000	**10,000**	9,879
Fitness Equip	4,000	**4,000**	3,648
Vehicle Lease & Maint	5,000	**500**	0
Holiday Decorations	15,000	**500**	0
Cable / Music Services	3,000	**4,000**	3,252
Trash Removal	6,000	**5,000**	4,676
Gas	50,000	**22,000**	20,329
Electricity	50,000	**44,000**	39,965
Water & Sewer	40,000	**47,000**	45,746
Irrigation Water	10,000	**5,500**	4,472
Camera Surveillance	90,000	**107,000**	102,606
Electronic Access Control	10,000	**42,000**	38,837
Surveillance Repair & Main	0	**0**	0
Landscape Maint Contract	80,000	**75,000**	71,985
Landscape Other	40,000	**25,000**	16,345
Pool Chemicals	55,000	**63,000**	60,175
Pool Maintenance Agreement	32,500	**32,500**	32,500
Pool Repair & Misc Maint	25,000	**33,000**	30,908
Tennis & Pickle Court Main	15,000	**30,000**	28,169
Furniture Repair & Maint	5,000	**500**	0
Social Programs	90,000	**115,000**	109,183
Restaurant Expenses	0	**0**	0
Deficit Funding F&B Operat	0	**0**	0
Other / Capital Expenses	75,000	**40,000**	31,208
TOTAL EXPENDITURES	**$ 1,691,313**	**$ 1,736,975**	**$ 1,654,313**

CLUBHOUSE ONLY	
FUND BALANCE AS OF 9/30/24	$907,145
FY 2024/2025 ACTIVITY	$189,653
FUND BALANCE AS OF 9/30/25	$1,096,798

II

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2018)
FISCAL YEAR 2024-2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/30/25
Interest Income	200	**68,149**	68,149
NAV Tax Collection 2018-1	2,098,851	**2,043,044**	2,043,044
Collection 2018-2 (Taxable & Tax-Exempt)	84,748	**83,589**	83,589
NAV Tax Collection 2018-3	811,861	**716,154**	716,154
Prepaid Bond Collection	0	**0**	0
Landowner B-Bond Payments	0	**178,867**	178,867
Total Revenues	**$ 2,995,660**	**$ 3,089,803**	**$ 3,089,803**
EXPENDITURES			
Principal Payments 2018-1	545,000	**545,000**	545,000
Principal Payments 2018-2 Taxable	0	**35,000**	35,000
Principal Payments 2018-2 Tax Exmpt	0	**10,000**	10,000
Principal Payments 2018-3	200,000	**255,000**	255,000
Interest Payments 2018-1	1,551,413	**1,566,400**	1,566,400
Interest Payments 2018-2 Taxable	71,000	**70,014**	70,014
Interest Payments 2018-2 Tax Exmpt	13,748	**13,601**	13,601
Interest Payments 2018-3	610,075	**616,472**	616,472
Bond Redemption	4,425	**0**	0
Total Expenditures	**$ 2,995,661**	**$ 3,111,487**	**$ 3,111,487**
Excess/ (Shortfall)	**$ (1)**	**$ (21,684)**	**$ (21,684)**

FUND BALANCE AS OF 9/30/24	$1,342,916
FY 2024/2025 ACTIVITY	$ (21,684)
FUND BALANCE AS OF 9/30/25	$1,321,232

Notes

2018-1 Reserve Fund Balance = $438,544.*. 2018-3 Reserve Fund Balance = $207,312*.

2018-1 Revenue Account Balance = $378,372*. 2018-3 Revenue Account = $160,822*.

2018-1 Prepayment Account Balance = $4,966*. 2018-2 Prepayment Account = $1,911*. 2018-3 Prepayment Account = $129,305*.

* Approximate Amounts

Series 2018-1 Bond Information

Original Par Amount =	$31,500,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.50%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049	Par Amount As Of 9/30/25 =	$27,935,000

Series 2018-2 Taxable Bond Information

Original Par Amount =	$18,445,000	Annual Principal Payments Due =	N/A
Interest Rate =	7.90%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	Par Amount As Of 9/30/25 =	$860,000

Series 2018-2 Bond Information

Original Par Amount =	$4,700,000	Annual Principal Payments Due =	N/A
Interest Rate =	5.85%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2029	Par Amount As Of 9/30/25 =	$225,000

Series 2018-3 Bond Information

Original Par Amount =	$11,565,000	Annual Principal Payments Due =	May 1st
Interest Rate =	5.75%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	May 2018		
Maturity Date =	May 2049	Par Amount As Of 9/30/25 =	$10,455,000

III

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2019)
FISCAL YEAR 2024-2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/30/25
Interest Income	200	**56,066**	56,066
NAV Tax Collection	1,078,335	**1,086,867**	1,086,867
NAV Tax Collection B	200,000	**769,267**	769,267
Landowner Contribution	0	**0**	0
Prepaid Bond Collection	0	**615,072**	615,072
Total Revenues	**$ 1,278,535**	**$ 2,527,271**	**$ 2,527,271**
EXPENDITURES			
Principal Payments (2019)	255,000	**440,000**	440,000
Principal Payments (2019-B)	0	**825,000**	825,000
Interest Payments (2019)	810,740	**818,370**	818,370
Interest Payments (2019-B)	200,000	**144,653**	144,653
Bond Redemptions	12,795	**0**	0
Total Expenditures	**$ 1,278,535**	**$ 2,228,023**	**$ 2,228,023**
Excess/ (Shortfall)	**$ -**	**$ 299,248**	**$ 299,248**

FUND BALANCE AS OF 9/30/24	$1,211,412
FY 2024/2025 ACTIVITY	$299,248
FUND BALANCE AS OF 9/30/25	$1,510,660

Notes

2019 Reserve Fund Balance = $110,118*. Revenue Fund Balance= $568,377*. Prepayment Account Balance = $436,864*.
2019B Reserve Fund Balance = $218,669*. Prepayment Account Balance = $176,632*.

* Approximate Amounts

Series 2019 Bond Information

Original Par Amount =	$15,700,000	Annual Principal Payments Due =
Interest Rate =	5.60%	May 1st
Issue Date =	April 2020	
Maturity Date =	May 2050	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$14,135,000	

Series 2019B-1 (Taxable) Bond Information

Original Par Amount =	$2,200,000	Principal Payment Due On
Interest Rate =	6.88%	May 1, 2029
Issue Date =	December 2019	
Maturity Date =	May 2029	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$610,000	

Series 2019B-2 (Tax Exempt) Bond Information

Original Par Amount =	$4,300,000	Principal Payment Due On
Interest Rate =	5.25%	May 1, 2029
Issue Date =	December 2019	
Maturity Date =	May 2029	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$1,190,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2020 - IMPACT FEES)
FISCAL YEAR 2024-2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/30/25
Interest Income	0	**94,975**	94,975
Impact Fees	6,484,553	**5,773,899**	5,773,899
Transfer From Cost Of Issuance Account	0	**0**	0
Total Revenues	**$ 6,484,553**	**$ 5,868,874**	**$ 5,868,874**
EXPENDITURES			
Principal Payments (2020)	5,622,000	**9,155,000**	9,155,000
Interest Payments (2020)	862,553	**377,886**	377,886
Total Expenditures	**$ 6,484,553**	**$ 9,532,886**	**$ 9,532,886**
Excess/ (Shortfall)	**$ -**	**$ (3,664,013)**	**$ (3,664,013)**

FUND BALANCE AS OF 9/30/24	$4,789,104
FY 2024/2025 ACTIVITY	($3,664,013)
FUND BALANCE AS OF 9/30/25	$1,125,091

Notes

Revenue Fund Balance = $1,120,781*. Redemption Fund Balance = $4,310*.

* Approximate Amount

Series 2020 (Impact Fee Credit) Bond Information

Original Par Amount =	$22,600,000	Principal Payment Due =
Interest Rate =	4.75%	November 1, 2050
Issue Date =	July 2020	
Maturity Date =	November 2050	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$1,080,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2021)
FISCAL YEAR 2024-2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/30/25
Interest Income	200	**116,041**	116,041
Net NAV Tax Collection 2021 A-1 & A-2	3,999,654	**4,094,565**	4,094,565
Net NAV Tax Collection 2021 B	850,500	**459,972**	459,972
Landowner Contribution	0	**0**	0
Prepaid Bond Collection	0	**5,348,690**	5,348,690
Total Revenues	**$ 4,850,354**	**$ 10,019,268**	**$ 10,019,268**
EXPENDITURES			
Principal Payments (2021A-1)	605,000	**3,005,000**	3,005,000
Principal Payments (2021A-2)	625,000	**625,000**	625,000
Principal Payments (2021 B)	0	**3,015,000**	3,015,000
Interest Payments (2021A-1)	829,354	**785,982**	785,982
Interest Payments (2021A-2)	1,938,916	**1,953,138**	1,953,138
Interest Payments (2021 B)	850,500	**504,625**	504,625
Bond Redemptions	1,585	**0**	0
Total Expenditures	**$ 4,850,355**	**$ 9,888,744**	**$ 9,888,744**
Excess/ (Shortfall)	**$ (1)**	**$ 130,524**	**$ 130,524**

FUND BALANCE AS OF 9/30/24	$1,453,766
FY 2024/2025 ACTIVITY	$130,524
FUND BALANCE AS OF 9/30/25	$1,584,290

Notes

2021A-1 Reserve Fund Balance = $611,159*. 2021A-2 Reserve Fund Balance = $262,138*. 2021A Revenue Account Balance = $591,239*.
2021B Reserve Fund Balance = $109,138*. 2021B Revenue Fund Balance = $39*. 2021B Prepayment Account Balance = $10,577*.

* Approximate Amounts

Series 2021A-1 Information

Original Par Amount =	$27,305,000	Annual Principal Payments Due =
Interest Rate =	2.25% - 3.4%	May 1st
Issue Date =	September 2021	
Maturity Date =	May 2052	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$20,960,000	

Series 2021A-2 Information

Original Par Amount =	$39,305,000	Annual Principal Payments Due =
Interest Rate =	5.13%	May 1st
Issue Date =	September 2021	
Maturity Date =	May 2052	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$37,485,000	

Series 2021B Bond Information

Original Par Amount =	$29,160,000	Principal Payment Due On
Interest Rate =	5.00%	May 1, 2041
Issue Date =	September 2021	
Maturity Date =	May 2041	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$6,350,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2023)
FISCAL YEAR 2024-2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/30/25
Interest Income	200	**305,876**	305,876
NAV Tax Collection 2023	5,445,825	**3,393,274**	3,393,274
NAV Tax Collection 2023 TC	1,137,931	**337,231**	337,231
Landowner Contribution	0	**0**	0
Capitalized Interest	0	**0**	0
Total Revenues	**$ 6,583,956**	**$ 4,036,381**	**$ 4,036,381**
EXPENDITURES			
Principal Payments (2023)	1,140,000	**900,000**	900,000
Principal Payments (2023 TC)	0	**0**	0
Interest Payments (2023)	4,305,413	**3,494,431**	3,494,431
Interest Payments (2023 TC)	918,750	**918,750**	918,750
Bond Redemptions	219,794	**0**	0
Total Expenditures	**$ 6,583,957**	**$ 5,313,181**	**$ 5,313,181**
Excess/ (Shortfall)	**$ (1)**	**$ (1,276,800)**	**$ (1,276,800)**

FUND BALANCE AS OF 9/30/24	$7,701,046
FY 2024/2025 ACTIVITY	($1,276,800)
FUND BALANCE AS OF 9/30/25	$6,424,246

Notes

2023 Reserve Fund Balance = $5,562,506*. 2023-TC Reserve Fund Balance = $581,164*.
2023 Revenue Account Balance = $280,357*. 2023-TC Revenue Account Balance = $219*.

* Approximate Amounts

Series 2023 Information

Original Par Amount =	$79,750,000	Annual Principal Payments Due =
Interest Rate =	4.500% - 5.625%	May 1st
Issue Date =	Jan-24	
Maturity Date =	May 2054	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$63,445,000	

Series 2023 Towncenter Information

Original Par Amount =	$15,000,000	Annual Principal Payments Due =
Interest Rate =	6.13%	May 1st
Issue Date =	Jun-24	
Maturity Date =	May 2054	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$15,000,000	

AMENDED FINAL BUDGET
AVENIR COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND (SERIES 2024)
FISCAL YEAR 2024-2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

REVENUES	FISCAL YEAR 2024/2025 BUDGET 10/1/24 - 9/30/25	AMENDED FINAL BUDGET 10/1/24 - 9/30/25	YEAR TO DATE ACTUAL 10/1/24 - 9/30/25
Interest Income	200	**47,629**	47,629
NAV Tax Collection 2024	87,225	**88,475**	88,475
NAV Tax Collection 2024 B	0	**0**	0
Landowner Contribution	0	**0**	0
Capitalized Interest	673,788	**0**	0
Total Revenues	**$ 761,213**	**$ 136,104**	**$ 136,104**
EXPENDITURES			
Principal Payments (2024)	0	**0**	0
Principal Payments (2024 B)	0	**0**	0
Interest Payments (2024)	174,450	**174,935**	174,935
Interest Payments (2024 B)	586,563	**588,192**	588,192
Bond Redemptions	200		
Total Expenditures	**$ 761,213**	**$ 763,126**	**$ 763,126**
Excess/ (Shortfall)	**$ -**	**$ (627,023)**	**$ (627,023)**

FUND BALANCE AS OF 9/30/24	$1,483,911
FY 2024/2025 ACTIVITY	($627,023)
FUND BALANCE AS OF 9/30/25	$856,888

Notes

2024 Reserve Fund Balance = $114,705*. 2024 Revenue Fund Balance = $89,084*. 2024 Interest Account Balance = $7,066*
2024B Reserve Fund Balance = $311,832*. 2024B Prepayment Fund Balance = $0.00*. 2024B Interest Account Balance = $334,201*

* Approximate Amounts

Series 2024 Information

Original Par Amount =	$3,000,000	Annual Principal Payments Due =
Interest Rate =	4.875% - 6.000%	May 1st
Issue Date =	Apr-25	
Maturity Date =	May 2055	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$3,000,000	

Series 2024 B Information

Original Par Amount =	$9,385,000	Annual Principal Payments Due =
Interest Rate =	6.25%	May 1st
Issue Date =	Apr-25	
Maturity Date =	May 2055	Annual Interest Payments Due =
		May 1st & November 1st
Par Amount As Of 9/30/25 =	$9,385,000	

RESOLUTION NO. 2025-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVENIR COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN ANNUAL REPORT OF GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Avenir Community Development District (the "District") is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida, and creating Section 189.0694, Florida Statutes; and

WHEREAS, the District adopted Resolution 2024-12 on August 22, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District's achievement of those goals and objectives; and

WHEREAS, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1st of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

WHEREAS, the District Manager has the annual report of the District's goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the "Annual Report") and presented the Annual Report to the Board of the District; and

WHEREAS, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

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

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

SECTION 2. The District Board of Supervisors hereby adopts the Annual Report regarding the District's success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

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

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

PASSED AND ADOPTED this 20th day of November, 2025.

ATTEST:	**AVENIR** **COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chairman, Board of Supervisors

Exhibit A: Annual Report of Performance Measures/Standards

Exhibit A

Program/Activity: **District Administration**
Goal: Remain compliant with Florida Law for all district meetings
Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (**YES**)
- Meeting minutes and post-meeting action completed (**YES**)
- District records retained as required by law (**YES**)

Program/Activity: **District Finance**
Goal: Remain Compliant with Florida Law for all district financing activities
Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (**YES**)
- District amended budget at end of fiscal year (**YES**)
- District accounts receivable/payable processed for the year (**YES**)
- "No findings" for annual financial audit (**YES**)
    - If "no" explain

Program/Activity: **District Operations**
Goal: Insure, Operate and Maintain District owned Infrastructure & assets
Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect, inclusive of:
    - Clubhouse operation and resident events
    - Roadway and landscaping maintenance
- Compliance with all required permits
- Maintain Clubhouse operations and events for residents

Performance Measures:

- District insurance renewed and in force (**YES**)
- Contracted Services in force for all District operations (**YES**)
- Permits in compliance (**YES**)

H & J Contracting. Inc.

3160 Fairlane Farms Road
Wellington, FL 33414
USA

Phone: 561-791-1953
Fax: 561-795-9282

To:	Avenir Community Development District	**Contact:**	Manny Mato
Address:	2501 A Burns Road	**Phone:**	
	Palm Beach Gardens, FL 33410 PALM BEACH	**Fax:**	
Project Name:	Avenir Rectangular Rapid Flashing Beacon Assembly-2 Additional	**Bid Number:**	Change Order
Project Location:	Avenir, Palm Beach Gardens, FL	**Bid Date:**	10/06/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
100	Mobilization	1.00	EACH	$750.00	$750.00
105	MOT	1.00	EACH	$1,200.00	$1,200.00
110	Geotechnical Testing	1.00	EACH	$600.00	$600.00
115	Survey And Asbuilts	1.00	EACH	$800.00	$800.00
120	Carmanah R920 - E Solar Wireless RRFB Back To Back Light Bar Configuration	2.00	EACH	$11,500.00	$23,000.00
125	Pelco Ped Pole Assembly	2.00	EACH	$2,575.00	$5,150.00
130	Sign Package	2.00	EACH	$1,175.00	$2,350.00

Total Bid Price: $33,850.00

Notes:

- This proposal is based on attached detail and subject to the following provisions:
- The prices included herein do not include cost of payment and performance bonds, permits, engineering, or testing.
- Prices quoted are based on completing all items in a continuous operation. Should a portion be deleted or suspended, prices quoted are subject to revision. A reasonable re-mobilization charge will be made for each additional move-in required by Customer.
- Final quantities to be determined by field measurements.
- Contractor not responsible for existing utilities not shown on plans.

ACCEPTED:

The above prices, specifications and conditions are satisfactory and are hereby accepted.

Buyer: _____

Signature: _____

Date of Acceptance: _____

CONFIRMED:

H & J Contracting. Inc.

Authorized Signature: _____

Estimator: Franz Favre
franz.favre@hjcontracting.com

AMENDED AND RESTATED AGREEMENT FOR DISTRICT MANAGEMENT & OPERATIONS SERVICES

This Amended and Restated Agreement For District Management and Operations Services (the "Agreement") is made and entered effective this ____ day of _____, _____ between Avenir Community Development District (hereinafter referred to as "**District"**) located in Palm Beach Gardens, Florida within Palm Beach County, Florida (hereinafter referred to as the **County**) and Special District Services, Inc. (hereinafter referred to as "**SDS"** or **"District Manager"**).

WHEREAS, the primary objective of this Agreement is for **SDS** to provide management, operations and consulting services to the **District** acting as the appointed **District Manager** and agent of the District as mandated by Chapter 190, Florida Statutes and as referenced in Florida Statute §768.28(9)(a) (and in Florida Statute §768.28(5), if it is determined by a court of appropriate jurisdiction that §768.28(9)(a) would not be applicable to **SDS'** status under this Agreement); and

WHEREAS, **District** proposes to continue to engage **SDS** to perform the tasks identified herein; and,

WHEREAS, **District** has previously engaged and hereby continues to engage **SDS, as District Manager,** to perform the services management tasks identified in the Agreement for Services Management and Validation between **District** and **SDS**, dated February 8, 2017 (the "February 8, 2017, Agreement"); and

WHEREAS, **District** and **SDS** desire to make further amendments and modifications to the terms and provisions of the February 8, 2017, Agreement to update, modify and restate the services to be rendered by **SDS** to **District** and the compensation to be paid by **District** to **SDS** for such services rendered under this Agreement; and

WHEREAS, **SDS** is capable of providing the necessary services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION I – RECITALS

The recitals set forth hereinabove are true and correct and incorporated herein by reference.

SECTION II – PRIOR AGREEMENT

Upon execution of this Agreement, the February 8, 2017, Agreement is deemed amended and restated in its entirety as of the effective date of the execution hereof and is replaced, in full, by the terms and provisions of this Agreement.

SECTION III – MANAGEMENT SERVICES

A. SCOPE OF SERVICES – MANAGEMENT

SDS shall provide District Manager Services as set forth in "Exhibit A" to this Agreement. Any material changes in or additions to the scope of services described in "Exhibit A" shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by **SDS** which are not specifically referenced in the scope of services set forth in "Exhibit A" of this Agreement shall be completed as agreed in writing in advance between the **District** and **SDS**. Upon request of **District**, **SDS** or an affiliate of **SDS**, may agree to additional services to be provided by **SDS** or an affiliate of **SDS**, by a separate written amendment or agreement between the **District** and **SDS** or its respective affiliate. Such additional services shall be deemed rendered under the terms and provisions of this Agreement unless otherwise specifically agreed in a separate written agreement.

B. All such services, including additional services, set forth above in Sections A, or otherwise, including those set forth in the attached Exhibits, shall be rendered pursuant to the provisions of Florida Statute §768.28(9)(a) and Florida Statute §768.28(5), if deemed applicable by a court having jurisdiction thereof.

SECTION IV – COMPENSATION

A. MANAGEMENT SERVICES

For the services provided under this Agreement, **SDS**'s professional fees shall be paid as provided in "Exhibit B" to this Agreement and **District** shall pay expenses and fees as provided below.

1. Reimbursable Expenses

In addition to fees for services, **SDS** will be reimbursed for necessary, reasonable, and documented out-of-pocket expenses incurred, including travel, meals, lodging, mail, and other ordinary costs and any actual extraordinary cost for graphics, printing, data processing and computer time which are incurred by **SDS** only as authorized by the **District's** approved budget. Documentation of such expenses will be provided to the **District** upon request.

2. Other Services

Any services which are not included in the scope of services set forth in "Exhibit A" of this Agreement will be subject to separate, mutually acceptable fee structures and evidenced in advance in a written amendment or addendum to this Agreement.

B. All such services, as set forth above in Sections A and B, or otherwise, or in the attached Exhibits shall be rendered pursuant to the provisions of Florida Statute §768.28(9)(a) and, if deemed applicable, Florida Statute §768.28(5).

SECTION V – DOCUMENTS

All documents, maps, drawings, data and worksheets prepared by **SDS** under this Agreement shall be the property of the **District,** upon payment in full of all fees and costs.

SECTION VI – INSURANCE

SDS and **District** shall maintain insurance coverage with policy limits not less than as stated in "Exhibit C" attached hereto and made a part hereof.

Except with respect to Professional Liability and Workers' Compensation insurance policies, the **District** and its officers, supervisors, staff, and employees shall be listed as additional insured on each insurance policy described above. None of the policies listed in "Exhibit C" may be canceled during the term of this Agreement (or otherwise cause the **District** to not be named as an additional insured where applicable) without thirty (30) days written notice to the **District**. **SDS** will furnish the **District** with Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If **SDS** fails to secure or maintain the required insurance, the **District** has the right (without any obligation to do so) to secure such required insurance, in which event **SDS** shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the **District's** obtaining the required insurance.

SECTION VII – TERM OF AGREEMENT

This Agreement shall be continuous beginning with the date the Agreement is signed. Termination of the Agreement shall be available to each party with written notice to be given by either party at least sixty (60) days in advance of the intent to terminate. If termination is by the **District** and not for cause, **District** will pay **SDS** through the end of the sixty (60) day termination notice period, plus an additional thirty (30) days, in addition to any other fees or costs due hereunder, subject to any claims or off-sets the **District** may have against **SDS**.

If termination is by the **District** and for cause, ("For Cause Termination") this Agreement will terminate immediately without advance written notice. For the purposes of this Agreement, the term For Cause Termination shall be deemed to mean the termination of this Agreement as a result of **SDS'** material breach of this Agreement after having received written notice and an opportunity to cure any such breach, prior to any such termination of this Agreement. If **District** exercises For Cause Termination, **District** shall pay **SDS** for services rendered through date of termination, subject to any claims or off-sets the **District** may have against **SDS**.

SDS will make all reasonable efforts to provide for an orderly transfer of the books and records of the **District** to the **District** or its designee.

SECTION VIII – AMENDMENTS/ASSIGNMENTS

This Agreement represents the entire understanding between the parties.

This Agreement is non-transferable and non-assignable without the express written consent of both parties.

This Agreement may be amended only by a written addendum, addenda or amendment agreed to by both parties.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement.

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

SECTION IX – INDEMNIFICATION

SDS shall defend, indemnify, hold harmless the **District** and its supervisors, officers, staff and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that the **District** may hereafter incur, become responsible for, or be caused to pay out, provided, however, and notwithstanding the foregoing provision, this indemnification provision is specifically limited to those matters arising out of or relating to **SDS**'s (including its employees' and independent contractors') willful and intentional failure to perform under this Agreement or at law, or negligent, reckless, or intentionally wrongful acts or omissions of **SDS** (including its employees and independent contractors)**.** The indemnification provided for herein shall not be deemed exclusive of any other rights to which the **District** may be entitled and shall continue after **SDS** has ceased to be engaged under this Agreement. Additionally, in accordance with Resolution 2017-06, enacted by the **District**, **SDS** as the legally appointed District Manager, general manager and agent of the **District**, shall be entitled to the benefits, support and protections of, and shall be subject to the terms and provisions of, Resolution 2017-06 of the Avenir Community Development District, upon execution of this Agreement by all parties and upon vote of approval of this Agreement by a majority of the Board of Supervisors of the **District**. However, this Section shall be deemed to be in addition to, and not in replacement of, **SDS**' rights, privileges and immunities under Florida Statute §768.28, and including subparagraphs (5), if applicable, and (9)(a) thereof, as an agent of the **District**.

SECTION X – COMPLIANCE WITH GOVERNMENTAL REGULATIONS

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

or any other requirement applicable to provision of services, or fails to comply with any requirement of such agency, or to have commenced a good faith, diligent effort to comply, within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the **District** may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION XI – COMPLIANCE WITH PUBLIC RECORDS LAWS

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

IF SDS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.ORG, AND 2501 BURNS ROAD, SUITE A, PALM BEACH GARDENS, FLORIDA 33410.

SECTION XII – LIMITS OF LIABILITY

Nothing contained herein, or otherwise arising out of **SDS'** performance of its duties under this Agreement, shall be deemed as a waiver of immunity or limits of liability of the **District** or of **SDS,** when acting as an agent of the **District**, beyond any statutory limited waiver of immunity or limits of liability contained in Section 768.28, Florida Statutes, or other applicable statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity as codified by Florida Statutes and Florida appellate court decisions or otherwise by operation of law.

SECTION XIII – SCRUTINIZED COMPANIES STATEMENT.

SDS certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the **District** under Florida law, including, but not limited, to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If **SDS** is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the **District** may immediately terminate this Agreement.

SECTION XIV – E-VERIFY REQUIREMENTS.

SDS shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statutes and applicable law, **SDS** 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. The **District** may terminate this Agreement immediately for cause if there is a good faith belief that the **SDS** has knowingly violated Section 448.091, Florida Statutes. If the **SDS** anticipates entering into agreements with a subcontractor for the Services, **SDS** 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 does not employ, contract with, or subcontract with an unauthorized alien. **SDS** shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the **District** upon request. In the event that the **District** has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but **SDS** has otherwise complied with its obligations hereunder, the **District** shall promptly notify **SDS**. **SDS** agrees to immediately terminate the agreement with the subcontractor upon notice from the **District**. Further, absent such notification from the **District**, **SDS** or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, **SDS** represents that no public employer has terminated a contract with **SDS** under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

SECTION XV – SEVERABILITY

In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court of competent jurisdiction, such unenforceability or invalidity of the particular provision shall not affect the enforceability or validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

SECTION XVI – MISCELLANEOUS

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the substantially prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees, paralegal fees and expert witness fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in Palm Beach County, Florida.

The **District** acknowledges and agrees that **SDS** is an officer, to wit: the legally appointed District Manager and general manager of the **District** and is not an attorney and may not render legal advice or opinions, nor a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

SDS certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. **SDS** shall execute an affidavit in compliance with Section 787.06(13), Florida Statutes.

SDS is hereby notified that Section 287.05701, Florida Statutes, requires that the **District** may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

District hereby certifies that neither **SDS** nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

Time is of the essence as to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

AVENIR COMMUNITY DEVELOPMENT DISTRICT	**SPECIAL DISTRICT SERVICES, INC.**
By: _____	By: _____
Virginia Cepero, Chair	Todd Wodraska, President
_____	_____
Date	Date

"Exhibit A"

SCOPE OF SERVICES
General Management Services

SDS will serve as the legally mandated and appointed District Manager and agent of the **District** as defined and as set forth in Chapter 190, Florida Statutes and **SDS** shall continue to be an agent of the **District** as contemplated by Section 768.28(5), Florida Statutes, if deemed applicable, and (9)(a), Florida Statutes, and as general manager to the **District** and an officer of the **District** and will provide those services necessary for the management and operation of the **District** including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings; preparation and maintenance of mandated **District** website (in accordance with Section 189.069, Florida Statutes), including ADA compliance monitoring, communications and coordination with other governmental agencies and **District** professionals, general supervision; and day to day management of the operations of the **District** in accordance with the provisions of Chapters 119, 189, and 190, Florida Statutes.

SDS will assist the **District** in the selection of professionals and contractors or, if directed by the **District**, **SDS**, as an officer and general manager of the **District,** will retain such professionals for the **District** in accordance with terms mutually agreed to by the parties.

SDS, as general manager of the **District**, will provide general consulting services to **District** on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long-term future.

Accounting & Finance Services

SDS will maintain the **District** books, accounts, records, purchasing procedures and financial reporting procedures, governmental accounting and chart of account requirements, process all accounts payable/receivable and prepare financial reports in accordance with District policies and rules and Florida law.

SDS shall define and implement an integrated management reporting system which will allow the **District** to represent fairly and with full disclosure the financial position of the **District**. Furthermore, **SDS** will adhere to the Prompt Payment Act as it pertains to processing invoices of the vendors and contractors providing services to the **District**. Monthly financial statements will be provided in addition to a year-end audited financial statement to be prepared by a certified public accounting firm selected by the **District**. These services will be coordinated with the **District's** auditors to ensure a smooth and efficient audit of the **District's** books.

SDS shall prepare and submit to the **District's** Board of Supervisors a proposed annual budget and administer the adopted budget of the **District** in accordance with the Laws of the **District** and Florida Statutes.

SDS will prepare the annual assessment roll for the submittal to the **County** following adoption by the **District. SDS** will be responsible for any billing to developers for "off-roll" assessments.

Issuance of Debt (Bonds) Related Services

SDS will assist the **District** in the structuring or restructuring of bond issue(s) as necessary and agreed to by the **District.** Services include, but are not limited to, assistance in the preparation of the Schedule of Events, the financing plan, the Official Statement and other financing documents. A representative of **SDS** will be available to testify as an expert witness at any bond validation or other legal proceeding.

"Exhibit B"

COMPENSATION
Management Services

Avenir Community Development District	**Annual Fee**
District Management*	$150,000
Clubhouse Management	$35,000
Assessment Roll	$7,500
Website & Emails	$2,000
Additional Services	**Cost of Issuance of Debt (per series)**
District Management	$20,000
Master Assessment Methodology Report	$2,000
Supplemental Assessment Methodology Report	$15,000

**SDS will provide a full-time dedicated District Manager.*

Note: The fees outlined above may be increased or otherwise amended annually as reflected in the adopted budget for the District. New fees will become effective on October 1 of the applicable fiscal year.

"Exhibit C"

INSURANCE

A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars ($1,000,000.00) throughout the term of this Agreement.

B. **SDS** shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.

2. Professional Liability Insurance with limit of no less than One Million Dollars ($1,000,000.00) per each occurrence.

3. Comprehensive Automobile Liability Insurance for all vehicles used by the **SDS'** staff, whether owned or hired, with a combined single limit of One Million Dollars ($1,000,000.00).

4. Occurrence basis comprehensive general liability insurance (including a broad form contractual coverage) with minimum limits of $2,000,000.00 respectively, protecting **SDS** and District from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of the **SDS** services under this Agreement, from or out of any act or omission of **SDS**, its officers, directors, agents, and employees.

C. Except with respect to Professional Liability and Workers' Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. **SDS** will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

D. If **SDS** fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event **SDS** shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

The above contractual insurance requirements are not to be construed to be, nor shall they be deemed as an acknowledgement or agreement that SDS, or the District, shall have waived any and all rights to sovereign immunity available under Florida law.

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 11/06/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 94 - Solana Bay South Wall Palm and Tree Trimming

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Trim Cabbage Palms and Hardwoods along South Wall--Interior and Exterior	Limited access behind homes--Lump Sum	1.00	$19,600.00	$19,600.00
			Grand Total	**$19,600.00**

Avenir Pump Station 5 Maintenance

Date: 10-1-25

Client: City Of Palm Beach Gardens. ATTN: Jason Pierman

Project/Work Order No: 00194M

Project Description: Pump Station 5 Maintenance

Scope of Work – Service Fees

Scope of Work

1. General pump station cleaning – Exterior/Interior = Pressure Wash/Vacuum/Air Hose
2. Inspect hydraulic connections and check for proper torque
3. Lubricate centrifugal pump bearings and inspect pump shaft seal for wear / leaks
4. Inspect cooling fans, heaters and pressure transducers/gauges and clean air filters
5. Inspect / torque electrical connections on pump controls
6. Test-run pump system to ensure proper operations from min. to max. flows
7. Confirm Variable Frequency Drive (VFD) parameters and tune and upgrade firmware as required
8. Dismantle and Pressure Wash and Inspect Auto-Flush Screen or Disc Filter Systems
9. Inspect pump intake/discharge system, cleaning intake screen as needed (Additional Charge) 10. All PA5 model Pumps (and certain PIB model Pumps if agreed upon) include "DriveWatch" monitoring tool. DriveWatch remote communications fees for cellular coverage are included in the Service Fees. Upon expiration of this Agreement, any separate costs associated with the DriveWatch communication fees / irrigation controller / cellular coverage fees will no longer be covered by Seller.
11. Any separate irrigation controller costs or associated fees are not included in the Scope of Work.

Notes:

1. Scope of work is limited to above inspection of the pump system and warranty repairs
2. Additional repairs identified during each inspection must be authorized by customer at time of visit
3. SiteOne will document each inspection with a completed check list
4. SiteOne is not responsible for electrical surge or existing damage caused by neglect
5. Preventive Maintenance intervals shall be adjusted based on changes in site conditions
6. SiteOne is not responsible for water source quality (i.e. debris, pH, staining and etc.)
7. SiteOne will respond within 36 hrs.(week days) to service requests outside of this agreement
8. Suggested Interval for service is every (3) months or (4) times per year for first year – additional intake cleaning to be done once per year.

SERVICE FEES

- **$1007.50 per visit (add $650) for intake filter cleaning (requires boat and 2 men) – visits vary by Pump site condition but can typically be expected at least on a quarterly basis.**
- **Field services provided outside and above Scope of Work will be billed at a $201.50/ hour rate**
- **Parts and components are not included**

Acceptance & Authorization

By signing below, the client agrees to the terms outlined in this proposal and authorizes the commencement of work.

Created for:

Client Name: _____
Signature: _____
Date: _____

Prepared by:

Company Name: Arazoza Maintenance
Representative: Marcello Seiple
Contact Information:
Ragnew@arazozabrothers.com

Terms & Conditions

1. The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only contained and referred to herein. All material shall conform to bid specifications.
2. **Workforce**: A qualified representative will oversee the work, and all employees will be properly trained and legally authorized to work in the U.S.
3. **Licensing & Permits**: Contractor will maintain a valid Landscape Contractor's license if required and comply with all relevant laws and regulations.
4. **Taxes**: Contractor agrees to pay all applicable taxes, including sales tax or excise tax if applicable.
5. **Insurance**: Contractor will provide General Liability Insurance, Automotive Liability Insurance, and Worker's Compensation Insurance as required by law or customer, as specified in writing prior to commencement of work. If not specified, Contract will furnish insurance with $1,000,000 limit of liability.
6. **Liability**: Contractor shall not be liable for any damage that occurs from Acts of God defined as extreme weather conditions, fire, earthquake, etc., and rules, regulations or restricts imposed by any government agency, national or regional emergency, epidemic, pandemic, health related outbreak or other medical events not caused by one or other delays or failure of performance beyond the commercially reasonable control of either p arty. Under these circumstances, Contract shall have the right to renegotiate the terms and price of the Contract with sixty (60) days.
7. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Customer or not under Customer management and control shall be the sole responsibility of the Customer.
8. **Subcontractors**: Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
9. **Additional Services**: Any additional work not shown in the above specification involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
10. **Access to Jobsite**: Customer shall provide all utilities to perform the work, Customer shall furnish access to all parts of the jobsite where contractor is to perform the work as required by the contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contract will perform the work as reasonably practical after the Customer makes the site available for performance of the work.
11. **Payment Terms**: Upon signing the Agreement, Customer shall pay Contractor 50% of the

Proposed Price and the remaining balance shall be paid by Customer to Contractor upon completion of the project, unless otherwise, agreed to in writing.

12. **Termination**: This work order may be terminated by either party with or without cause, upon seven (&) workdays advance written notice. Customer will be required to pay for all material purchased and work complete to the date of termination and reasonable charges incurred in demobilizing.
13. **Assignment**: The Customer and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Customer nor the Contractor shall assign or transfer any interest in this Agreement without written consent of the other provided, however, that consent hall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
14. **Disclaimer**: This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or around the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of the ground level visual inspection and there for our company will not be liable for any additional costs or damages for additional work not described herein or liable for any incident/accidents resulting from condition, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknow or other hidden defects. Any corrective work proposed herein cannot guarantee exact results, Professional engineering, architectural, and/or landscape design service are not included in this Agreement and shall not be provided by the contractor. Any design defects in the Contract documents are the sole responsibility of the Customer. If the Customer must engage a licensed engineer, architect, and or landscape design professional, any cost concerning these Design Services are to be paid by the Customer directly to the designer involved.
15. **Cancellation**: Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Customer will be liable for a minimum travel charge of $150.00 and billed to the Customer.
16. **Tree and Stump Removal:** Trees removed will be cut as closed to the ground as possible based on conditions to or next the bottom of tree trunk. Additional charges will be levied for unseen hazards such as but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Customer. Defined backfill and landscape material may be specified customer shall be responsible for contracting the appropriate underground utility locator company to locate and mark underground utility lines prior to start of work, contractor is not responsible for damage done to underground utilities such as but not limited to cables, wires, pipes, and irrigation parts. Contractor will repair damages irrigation lines at the Customer expense.
17. **Waiver of Liability:** Request for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (International Society of Arboriculture) standards will require a signed waiver of liability.
18. **Acceptance of this Contract:** By executing this document, Customer agrees to the formation of a binding contract and to the terms and condition set forth herein, customer represents that contractor is authorized to perform the work stated on the face of this contract. If payment has not been received by contractor per payment terms hereunder, contractor shall be entitled to all cost of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other contract with Customer. Interest as a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be

changed on upload balance 15 days after billing.

19. **NOTICE FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCITON JOBS MY RESULT IN A MECHANICS LEIN ON THE TITLE TO YOUR PROPERTY.**

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 10/27/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 91 - Avenir Mulch Applkication property wide

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Apply Mulch property wide to a Deph of 1.5 inches--Excluding Perimeter Hedges	Chocolate Brown will be used---Clubhouse proposal is seperate	1.00	$259,000.00	$259,000.00
			Grand Total	**$259,000.00**

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 10/27/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 91 - Avenir Mulch Applkication property wide

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Apply Mulch property wide to a Deph of 1.5 inches	Chocolate Brown will be used---Clubhouse proposal is seperate	1.00	$350,000.00	$350,000.00
			Grand Total	**$350,000.00**

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 11/13/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 96 - Install Bougainvillea at Exit Side of Avenir Entrnace

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Install 8 ft Palm Beach Purple Bougainvillea in front of fountain exit side	NO CHARGE FOR ADDING DRAIN ROCK AND FABRIC NEEDED	1.00	$980.00	$980.00
			Grand Total	**$980.00**

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 11/19/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 97 - Replace Battery Tiimer and 2" Valve

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Replace 2" Valve and all corresponding fittings	On Coconut close to Firestation	1.00	$650.00	$650.00
Replace bad battery timer 2 Station	Avenir Dr. close to Northlake Entrance	1.00	$425.00	$425.00
			Grand Total	**$1,075.00**

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 10/22/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 88 - Replace Dead Oak Between La Terre and Wingate

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Remove and Dispose of dead oak	Repalce with new oak and brace-Irrigation incl.--Will plant out at 10-12 ft	1.00	$1,700.00	$1,700.00
			Grand Total	**$1,700.00**



Future Horizons, Inc
403 N First Street
PO Box 1115
Hastings, FL 32145
USA

Voice: 904-692-1187
Fax: 904-692-1193

QUOTATION

Quote Number: 3333
Quote Date: Oct 14, 2025
Page: 1

Quoted To:
Avenir Community Development District 2501A Burns Road Palm Bch Gardens, FL 33410

Customer ID	Good Thru	Payment Terms	Sales Rep
Avenir01	11/13/25	Net 30 Days	Blackburn04

Quantity	Item	Description	Unit Price	Amount
		ATTN: JASON PEIRMAN & KEITH O'BRIEN RE: POD 21 - WEST LAKE		
2.00		5hp 230v 1ph Sunburst fountains by Otterbine Barebo w/200' and 700' underwater cable	17,034.87	34,069.74
2.00		4-light LED light set by Otterbine Barebo w/200' and 700' underwater cable	3,119.01	6,238.02
1.00	Aerator Service	Electrical installation with trenching	21,992.40	21,992.40
1.00	Aerator Service	In-water Installation of unit & lights	2,000.00	2,000.00

There will be a 5% Administrative fee for credit card amounts over $1,000.00

Should legal services become necessary in collection of the outstanding debt of this quote it would become the financial obligation of the proposed client.

Subtotal	64,300.16
Sales Tax	
Freight	800.00
TOTAL	**65,100.16**

Future Horizons, Inc
403 N First Street
PO Box 1115
Hastings, FL 32145
USA

Voice: 904-692-1187
Fax: 904-692-1193

QUOTATION

Quote Number: 3332
Quote Date: Oct 14, 2025
Page: 1

Quoted To:
Avenir Community Development District 2501A Burns Road Palm Bch Gardens, FL 33410

Customer ID	Good Thru	Payment Terms	Sales Rep
Avenir01	11/13/25	Net 30 Days	Blackburn04

Quantity	Item	Description	Unit Price	Amount
		ATTN: JASON PEIRMON & KEITH O'BRIEN RE: POD 21 - EAST LAKE		
1.00		5hp 230v 1ph Sunburst fountain by Otterbine Barebo w/500' underwater cable	18,587.99	18,587.99
1.00		4-light LED light set by Otterbine Barebo w/500' underwater cable	3,994.99	3,994.99
1.00	Aerator Service	Electrical Installation with trenching	22,471.20	22,471.20
1.00	Aerator Service	In-water installation of unit and lights	1,000.00	1,000.00

There will be a 5% Administrative fee for credit card amounts over $1,000.00

Should legal services become necessary in collection of the outstanding debt of this quote it would become the financial obligation of the proposed client.

Subtotal	46,054.18
Sales Tax	
Freight	400.00
TOTAL	**46,454.18**

DATE: **November 19, 2025**

PROJECT NAME: **POD "C" & "D" PARKWAY BUFFER DRAINAGE SYSTEM, PAVING AND RELATED WORK**

PROJECT NUMBER: **202402**

BID EVALUATION CRITERIA AND AWARD RECOMMENDATION RANKINGS

CONTRACTOR'S NAME	BID AMOUNT
CENTERLINE INC.	$573,970.00
J.W. CHEATHAM, LLC	$742,613.89
JACKSON LAND DEVELOPMENT, LLC	$1,060,395.00

EVALUATION CRITERIA				
SELECTION CRITERIA	**EVALUATION CRITERIA**	**CENTERLINE INC.**	**J.W. CHEATHAM, LLC**	**JACKSON LAND DEVELOPMENT, LLC**
PERSONNEL	10	10	10	10
EXPERIENCE AND FAMILIARTY WITH THE PROJECT	35	30	35	25
UNDERSTANDING OF SCOPE OF WORK	5	5	5	5
PRICE (BID PRICE)	35	35	25	15
SCHEDULE	15	15	0	10
TOTAL POINTS	**100**	**95**	**75**	**65**

RANKINGS	
CONTRACTOR'S NAME	**RANKING**
CENTERLINE INC.	**#1**
J.W. CHEATHAM, LLC	#2
JACKSON LAND DEVELOPMENT, LLC	#3

CHANGE ORDER NO. 1

Date of Issuance:	November 17, 2025	Effective Date:	November 17, 2025
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**CROSSROADS PAVING SOLUTIONS, INC.** 8050 N. University Drive Suite 204 Tamarac, FL 33321	Contractor's Project No.:	#061324-N6
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202312
Project:	**AVENIR POD 18**	Contract Name:	Park Walkway Pavers

The Contract is modified as follows upon execution of this Change Order:

Description:

- Entry landscape band pavers - $14,688.23
- Site preparation grading - $2,500.00
  Total = $17,188.23

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: **$49,711.02**	Original Contract Times: Refer to contract Exhibit "B"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 0: **$0.00**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None

Owner_____ Contractor_____

Contract Price prior to this Change Order: **$49,711.02**	Contract Times prior to this Change Order: Refer to contract Exhibit "B"
[Increase] ~~[Decrease]~~ of this Change Order **$17,188.23**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$66,899.25**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
 By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 11/17/2025	By: _____ Avenir Community Development District By:_____ Date: _____	By: _____ Crossroads Paving Solutions, Inc. Name: Title: Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

KENCO COMMUNITIES AT AVENIR II, LLC 1555 PALM BEACH LAKES BLVD - STE 1500 WEST PALM BEACH, FL 33401 (561) 997-5760	Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18** DATE OF ISSUE: **11/05/25**	RE: SUBCONTRACTOR C/O's

Attn: Carlos Ballbe
Company: Ballbe @ Associates, Inc
3564 N.Ocean Blvd
Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attension once approved by CDD for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
1	Crossroad Paving Solutions	Entry Landscape Band Pavers-4x8x3 Pavers between Curb and Sitewalk	$ 14,688.23
	Crossroad Paving Solutions	Site Prep-Final Grade Work +/-1"	$ 2,500.00
			$ 17,188.23

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelkina

Date: 11/05/25

CDD Park # Pavers

CROSSROADS Paving Solutions, Inc.

8050 N. University Drive
Ste:204
Tamarac, Fl 33321
Office: 954-752-9695
TOLL FREE: 800-705-3435
FAX: 954-337-0114
www.crossroadspaving.net

LICENSED INSURED
CC # 09-IBP-16248-*
CC # U-21445

Scope Sheet For: Avenir Community Development District

c/o Kenco Communities at Avenir II, LLC
1555 Palm Beach Blvd
Suite 1500
West Palm Beach, FL 33401

Date 7/11/2025

AREA	SPEC	SETTING BED 1" MAX		RFI'S NUMBER
		SCOPE		
	Entry Landscape Band Pavers-4x8x3 1/8" Charcoal (Pavers between curb and sidewalk not in site contract)	Sand Bed	BASE BID $ 14,688.23	
ADD ALTERNATE	Site Prep-Final Grade Work +/-1" (Per line item above, if necessary)	NA	ADD $ 2,500.00	

NOTES & RFI'S

NOTE:Sub grade to be provided by others at 3.5" to 4.0" below final grade.
NOTE:Any required header curbs, concrete slabs, or other concrete pours are excluded and the responsibility of others.
NOTE:Entry landscape band pricing includes specified 4x6" footer w/rebar for all band perimeters.
NOTE:Any required PVC, conduit, or other sleeving to be done by others prior to brick paver installation.
NOTE:Bid based on 1" maximum bedding sand per ASTM standards.
NOTE:Step work is excluded and additional if requested.
NOTE:Price subject to changed based on final material selections.
NOTE:All construction related waste to be disposed of in dumpster provided by GC on site. Failure to allow job specific waste to be disposed of in this manner will result in added removal fees up to $500 per load

NOTE:GC must provide access point to each specific scope of work with minimum 10'x10' opening for equipment access. Additional charges will apply if equipment access is not provided

NOTE:Material drop locations must be provided within 100' of installation area to allow for mobilization. Additional charges will apply if required drop location is not provided.
NOTE:Price subject to 8% Escalation Clause for any installation not completed by 2025
NOTE:Price based on (1) mobilizations for completion of the project. Any additional mobilizations are subject to a charge of $2500/mobilization.

CONTRACT BASED ON PLANS: H-2B thru H-4B

All material is guaranteed as specified. All work to be completed in a professional manner according to standard practices. Any modifications to the above specifications that result in additional costs will be executed only upon written order and will become an extra charge over and above this proposal. All agreements contingent upon strikes, accidents or delays beyond our control. Payments are due as indicated above and if invoice is not paid when due, interest shall accrue at a rate of 1.5% per month (18% per annum). If after due date should litigation become necessary, the prevailing party shall be entitled cost and reasonable attorney fees. This proposal is subject to acceptance within **30 days** and is void thereafter.

Remit payment by check to CrossRoads Paving Solutions, Inc as follows: 50% Upon Acceptance, Balance Upon Completion

SIGNATURES

Zachary B. Endelson
Vincent Ebacherelle

Dade/Broward/Palm Beach

DATE

7/23/25
7-23-25

CROSS ROADS SELECTION CONFIRMATION SHEET

Customer Name: Vincent Veccharella Date: 6/16/2025

Customer Address: 140th Ave. North of Northlake Blvd.

Palm Beach Gardens, Fl

Paver Selections

Color	Shape	Thickness	Area To Be Used	Manufacturer
GLACIER	4X8	2 3/8"	PARK PAVERS FIELD BRICK	TREMRON PAVERS
GLACIER	4X8	2 3/8"	PARK PAVERS BORDER BRICK	TREMRON PAVERS
CHARCOAL	4X8	3 1/8"	4' ENTRY BANDS	TREMRON PAVERS

Pattern: OFFSET RUNNING BOND Area: ALL AREAS FIELD

Pattern: OFFSET RUNNING BOND Area: CHARCOAL BANDING ONLY

Pattern: OFFSET RUNNING BOND-SAILOR Area: PARK PAVER 8" BORDER

I hereby acknowlege that I have been shown and accept samples of the above selected colors.

Customer Initials

Product Information

NOTE: Concrete, Clay and Marble pavers are products typified by color shading and texture variations. Therefore, it is normal for variations in color and texture to occur. Furthermore, Concrete, Clay and Marble pavers can have wide variations from paver to paver even though the pavers are the same color or color blend. For Example, individual pavers can be solid, lightly blended or completely blended.

NOTE: Concrete, Clay and Marble pavers will vary in size and finish. Imperfections such as chipping and texture inconsistencies are normal.

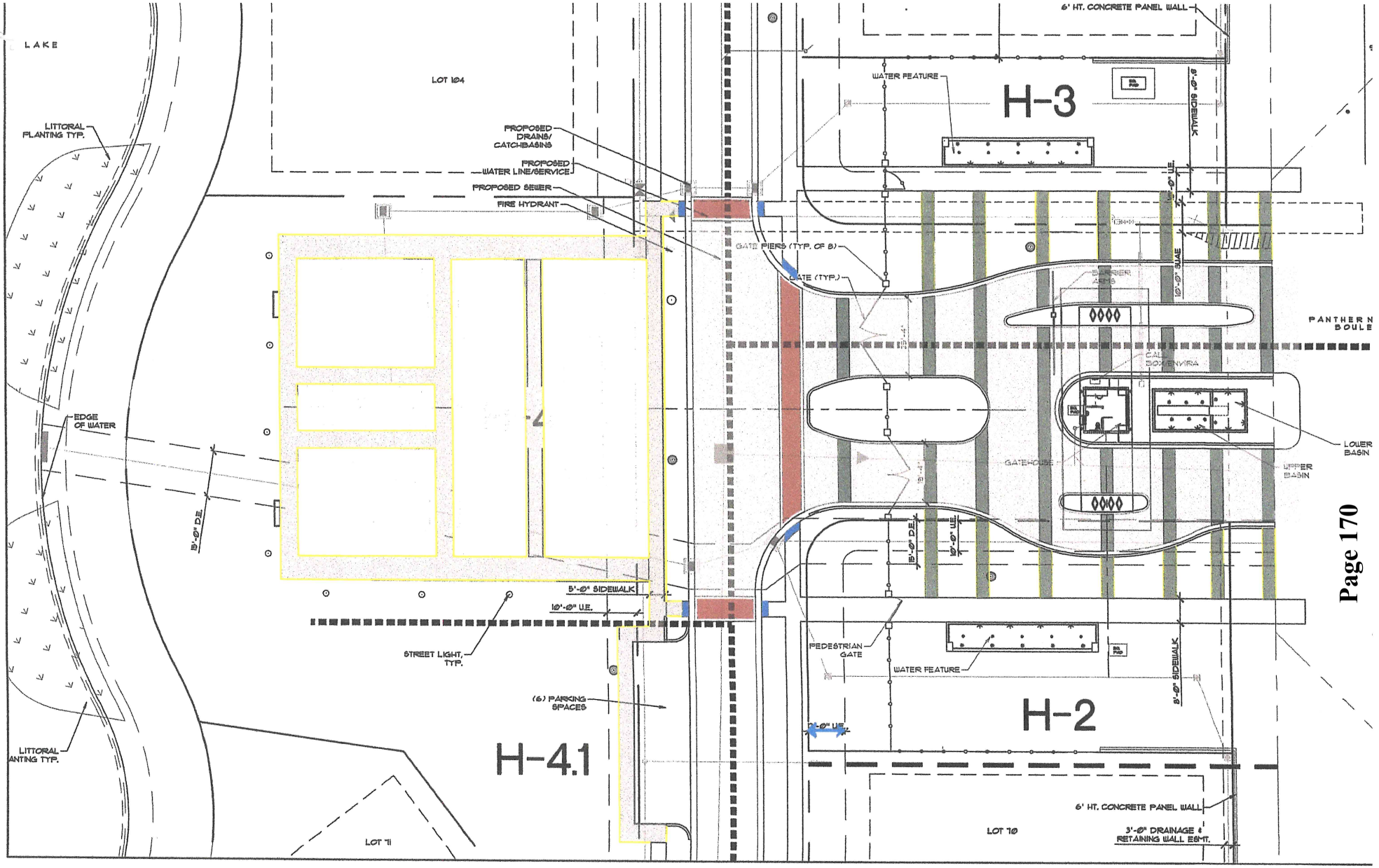
NOTE: Concrete, Clay and Marble pavers are individually set in sand and may be compacted depending on the application. As a result, spacing and paver placement shall vary within and between installations.

Customer Acknowledgement

Vincent Veccharella
Customer's Signature

7-23-25
Date

Vincent Veccharella
Print Customer's Name



CAUTION: PLEASE NOTE

Contractor shall secure all permits required for the work from any state or local departments, utility companies or jurisdiction affected by the work. The Contractor shall have permits "in hand" prior to starting work. The Landscape Architect and/or Owner shall bear no responsibility for work performed without permitted drawings. The Contractor shall be responsible for all changes to work, at no additional cost to Owner, as a result of unauthorized work prior to receipt of permit.	THIS DRAWING HAS NOT BEEN REVIEWED BY A STRUCTURAL ENGINEER VERIFY WITH STRUCTURAL ENGINEER PRIOR TO CONSTRUCTION	REFER TO VENDORS FOR ALL INSTALLATION MATERIALS AND PROCEDURES/FOLLOW ALL MANUFACTURERS INSTALLATION INSTRUCTIONS	POOLS BARRIERS AND GATES ALL POOL BARRIERS MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTIONS 454.2.17.1.1 THROUGH 454.2.17.1.7. ALL POOL GATES MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.8. ALL DOORS AND WINDOWS PROVIDING DIRECT ACCESS FROM A DWELLING TO A POOL MUST MEET THE REQUIREMENTS OF 2023 F.B.C. 8TH EDITION, SECTION 454.2.17.1.9

This drawing is an instrument of service, copyright © 1984-2024 by Krent Wieland Design, Inc., d/b/a KWD Landscape Architecture.
All rights reserved - Not to be reproduced in part or in whole without expresse written permission. Florida Registration LA 1039.

REVIS

NOT I

CHANGE ORDER NO. 1

Date of Issuance:	November 17, 2025	Effective Date:	November 17, 2025
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**VIKING UTILITY SERVICES, INC.** 955 Sansbury's Way Suite 207 West Palm Beach, FL 33411	Contractor's Project No.:	N/A
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202312
Project:	**AVENIR POD 18**	Contract Name:	Dry Utilities

The Contract is modified as follows upon execution of this Change Order:

Description:

- Backbone street light extension - $7,480.00

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: **$138,822.60**	Original Contract Times: Refer to contract Exhibit "B"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 0: **$0.00**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$138,822.60**	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] ~~[Decrease]~~ of this Change Order **$7,480.00**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$146,302.60**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
 By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 11/17/2025	By: _____ Avenir Community Development District By:_____ Date: _____	By: _____ Crossroads Paving Solutions, Inc. Name: Title: Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

KENCO COMMUNITIES AT AVENIR II, LLC
1555 PALM BEACH LAKES BLVD - STE 1500
WEST PALM BEACH, FL 33401
(561) 997-5760

Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**	RE: SUBCONTRACTOR C/O's
DATE OF ISSUE: **08/20/25**	

Attn: Carlos Ballbe
Company: Ballbe & Associates, Inc.
3564 N. Ocean Blvd
Ft. Lauderdale, FL 33308

Comments: Please create Change Order & return to my attention once approved by CDD for Distribution to Subcontractor

CHANGE ORDER #	VENDOR NAME	DESCRIPTION	AMOUNT
1	Viking Utility Services, Inc.	FPL Backbone Phase Street Light Extension	$ 7,480.00
		TOTALS	**$ 7,480.00**

Prepared by: Danica Bahadur

Title: Controller

Signature:

Date: 8.20.25

CDD Line Item 3
FPL Backbone

Viking Utility Services, Inc.
955 Sansbury's Way, Suite 207
West Palm Beach, FL 33411
US 561-742-7006

Estimate

ADDRESS
Kenco Communities: Orchid Isles
1555 Palm Beach Blvd. Suite 1500
West Palm Beach, FL 33401

ESTIMATE # 25-1628 v7
DATE 7/16/2025

Project Name
Avenir Pod 18

WORK ORDER
Street Light extension Change Order

PROJECT SUMMARY

PROPOSAL BASED ON CHANGES CONTRARY TO PROVIDED FPL DESIGN TO EXTEND STREET LIGHT LOCATIONS BETWEEN SIDEWALK AND CURB

UNIT DESCRIPTION	QTY	RATE	AMOUNT
TRENCH: Trench and Backfill - Trench and backfill for conduit installation	550	$5.00	$2,750.00
FPLCON: Install FPL conduit - Install Street light conduit with 24" cover	550	$0.75	$412.50
STRING: Install pull string - Install pull string in conduit	550	$0.35	$192.50
HH: Install 17" or 24" Handhole - Install 17" FPL street light handholes (provided by FPL) and/or exchange 24" as necessary	55	$75.00	$4,125.00
Mobilize and demobilize equipment and crew (NA already onsite)	0	$1,500.00	$0.00
Delivery of Material (No Charge - preferred customer)	0	$1,500.00	$0.00

TOTAL **$7,480.00**

Inclusions: *labor to trench and install additional conduit and handholes (provided by FPL)*

Exclusions: *Removal of sidewalk, concrete, asphalt, curbing, design, engineering, pole set, cable pull, terminations, connections, materials provided by FPL, restoration or anything not specifically mentioned as included*

Accepted By

Vincent P. Vecchiarella
Zachary B Endelson

Accepted Date

7-16-25

Address / Parcel # _____

This price is good for Thirty (30) days. Payment shall be due within THIRTY (30) days of invoice and a late fee of 18% will be applied to any delinquent balances. Retainage shall not be applicable unless agreed upon in mutually signed subcontract. The proposal is based on FPL or Customer supplied drawings. Job expected to be worked concurrently. Site must be within 6" of final grade. Trench price is based on 36" of cover from top of conduit. Viking Utility Services Inc. jobsite work areas are assumed to have clear path and be free of other trades. Unless specified above or in an executed subcontract the scope of work does NOT include Survey/Layout/Staking, As-builts, Permits, Compaction, Density Testing, Concrete Pumping, MOT, Restoration, OCIP/ICIP or Site Clearing ie. (Tree or Structure Removal). This Proposal shall become part of our subcontract agreement and shall take precedence over any conflicting contract conditions or statements.

CHANGE ORDER NO. 2

Date of Issuance:	November 17, 2025	Effective Date:	November 17, 2025
Owner:	**Avenir Community Development District** 2501A Burns Road Palm Beach Gardens, FL 33410	Owner's Contract No.:	N/A
Contractor:	**VIKING UTILITY SERVICES, INC.** 955 Sansbury's Way Suite 207 West Palm Beach, FL 33411	Contractor's Project No.:	N/A
Engineer:	**Ballbe & Associates, Inc.**	Engineer's Project No.:	202312
Project:	**AVENIR POD 18**	Contract Name:	Dry Utilities

The Contract is modified as follows upon execution of this Change Order:

Description:

- Backbone directional bore - $13,000.00

Attachments:

- Exhibit "A" – Change order provided by Kenco

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
Original Contract Price: **$138,822.60**	Original Contract Times: Refer to contract Exhibit "B"
[Increase] ~~[Decrease]~~ form previously approved Change Orders No. 0 to No. 1: **$7,480.00**	[Increase] [Decrease] form previously approved Change Orders No.___ to No. ___: None
Contract Price prior to this Change Order: **$146,302.60**	Contract Times prior to this Change Order: Refer to contract Exhibit "B"

[Increase] ~~[Decrease]~~ of this Change Order **$13,000.00**	[Increase] [Decrease] of this Change Order None
Contract Price incorporating this Change Order: **$159,302.60**	Contract Times with all the approved Change Orders: None

RECOMMENDED:	ACCEPTED:	ACCEPTED:
 By: _____ Ballbe & Associates, Inc. Carlos J. Ballbé President Date: 11/17/2025	By: _____ Avenir Community Development District By:_____ Date: _____	By: _____ Crossroads Paving Solutions, Inc. Name: Title: Date: _____

EJCDC® C-941, Change Order. Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

EXHIBIT “A”

Owner_____ Contractor_____

KENCO COMMUNITIES AT AVENIR II, LLC
1555 PALM BEACH LAKES BLVD - STE 1500
WEST PALM BEACH, FL 33401
(561) 997-5760

Kenco Communities

TRANSMITTAL FORM

PROJECT NAME: **POD A - 18**	RE: SUBCONTRACTOR C/O's
DATE OF ISSUE: **11/05/25**	

Attn: Carlos Ballbe
Company: Ballbe @ Associates, Inc
3564 N.Ocean Blvd
Ft. Lauderdale, FL 33308

Comments: Please create Change Order and return to my attension once approved by CDD for Distribution to Subcontractor

CHANGE ORDER#	VENDOR NAME	DESCRIPTION	AMOUNT
2	Viking Utility Services, Inc	FPL Backbone Phase Directinal Bore	$ 13,000.00
			$ 13,000.00

Prepared by: Lidia Zelkina

Title: Controller

Signature: Lidia Zelcina

Date: 11/05/25

CDD Line Item #32
FPL Backbone

Viking Utility Services, Inc.
955 Sansbury's Way, Suite 207
West Palm Beach, FL 33411
US 561-742-7006

Estimate

ADDRESS
Avenir Community Development District c/o Kenco Communities at Avenir II, LLC
1555 Palm Beach Blvd. Suite 1500
West Palm Beach, Fl 33401

ESTIMATE # 25-1683 v3
DATE 9/19/2025

Project Name
Kenco Communities: Orchid Isles

WORK ORDER
Change Order #2

PROJECT SUMMARY

Bore two possibly three locations depending on the depth of the existing crossings because the conduits are at the edge of the road. Crossing one is 3-2", crossing two is 3-2" possibly 6-2", and crossing three is 3-2".
The pricing is for two days at the minimum price of $6,500 a day.

UNIT DESCRIPTION	QTY	RATE	AMOUNT
DIRB: Directional Bore - Bore 2 possibly 3 locations depending on the existing crossings depth at 2 locations	2	$6,500.00	$13,000.00
CROSS: Connect Road Crossing - No Charge	21	$0.00	$0.00

TOTAL **$13,000.00**

Inclusions: *Call in locates*
Spot dig all marked utilities
Install conduits into hot switch cabinets if needed.

Exclusions: *Repair damage to any private utilities not located under the State 811 locates.*
Any restoration to asphalt, grass, mulch, landscape, etc.

Accepted By
X: _____

Accepted Date
10/1/25

Address / Parcel # _____

This price is good for Thirty (30) days. Payment shall be due within THIRTY (30) days of invoice and a late fee of 18% will be applied to any delinquent balances. Retainage shall not be applicable unless agreed upon in mutually signed subcontract. The proposal is based on FPL or Customer supplied drawings. Job expected to be worked concurrently. Site must be within 6" of final grade. Trench price is based on 36" of cover from top of conduit. Viking Utility Services Inc. jobsite work areas are assumed to have clear path and be free of other trades. Unless specified above or in an executed subcontract the scope of work does NOT include Survey/Layout/Staking, As-builts, Permits, Compaction, Density Testing, Concrete Pumping, MOT, Restoration, OCIP/ICIP or Site Clearing ie. (Tree or Structure Removal). This Proposal shall become part of our subcontract agreement and shall take precedence over any conflicting contract conditions or statements.

Vincent P. Eberhardt 9-30-25

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this this 29th day of September, 2025 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 and **AC QUALITY ELECTRIC, LLC,** a Florida limited liability company, (herein called "Contractor") whose address is 12073 NW 1st St, Coral Springs, FL 33071, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permit, etc. as needed to perform all Work described in section 2 hereof for:

Avenir CDD Pod 21 Lake Ridge Electrical Entry Gates Electrical Work

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the

Owner _____ Contractor _____

Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Eleven Thousand Five Hundred and 00/100 Dollars ($11,500.00)** and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

> **Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

> (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
> (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
> (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner

Owner_____ Contractor A S

reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

A. FAILURE TO PERFORM: Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the, Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

B. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITIED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD

Owner_____ Contractor AC

PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. INSURANCE: Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than $1,000,000 for bodily injury and property damage.

2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than $1,000,000 each accident/$1,000,000 disease-each employee/$1,000,000 disease-policy limit.

3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.

4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than $2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than $1 million.

5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20

Owner VC Contractor AC

10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.

7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not

Owner _____ Contractor AC

submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.

9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.

10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.

11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.

D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or

Owner VC Contractor AC

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

E. CHANGES IN THE WORK: Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.

F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub--contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.

G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.

H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good

Owner VC Contractor AC

quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

I. ARBITRATION: All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

J. CONTRACT CHANGES: No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner _____ Contractor AC

K. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contact, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

L. COST INCREASES: Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner VC Contractor AC

M. LIMIT ON DAMAGES: Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for whim the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

N. SEVERABILITY: If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.

O. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: **BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner _____ Contractor _____

To Contractor: **AC QUALITY ELECTRIC, LLC**
12073 NW 1st St
Coral Springs, FL 33071
Attn: Alan Capps, Manager

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is $200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of

Owner _____ Contractor AC

sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

R. PUBLIC RECORDS:

(a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

(b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the

Owner VC Contractor AC

public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:**

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: BBARBA@SDSINC.ORG

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the

Owner VC Contractor AC

United Sates for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

U. **NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

V. **ANTI-HUMMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner VC Contractor AC

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

Print Name: Eileen V Jimenez

Print Name:

Print Name: Amanda MACKE

Print Name: Nina Kaselis

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

By:
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 10/13/25

CONTRACTOR
AC QUALITY ELECTRIC, LLC, a Florida limited liability company

By:
Name: Alan Capps
Title: Manager

Dated: 9/29/25

Owner Contractor AC

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

AC Quality Electric proposes to install one - 125 amp rated free standing single phase electrical service to provide power to (6) 120volt gate motors. 2 motors per dedicated 120volt motors as shown on electrical plans. Includes 1 - GFCI service outlet 120volt at service location 1 - dedicated 120 cir for low voltage panel Price is based on providing conduit + wires from mater can to FPL Transformer up to 50feet away and a charge of $25/ft thereafter.

EXCLUSIONS: Permit Fees running low voltage conduit + wiring for gate system

Included in the Scope of Work is all field surveying, construction layout and as-builts necessary to perform the Work in accordance with the Plans and Specifications attached as prepared by the Engineer-of-Record or as may be modified at the direction of the Owner or applicable regulatory permitting agencies. Work includes all necessary inspections, and work required to certify the Work to the permitting agencies.

ATTACHMENT "B"
SCHEDULE OF VALUES

10% Slab (minus 10% Retention)
60% Rough (Minus 10% Retention)
30% Final (Minus 10% Retention)

ATTACHMENT "C"
PLANS AND SPECIFICATIONS

Avenir CDD Pod 21 Lake Ridge Electrical Entry Gates Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 01.23.25.

CONSTRUCTION CONTRACT

THIS CONSTRUCTION AGREEMENT (this "Agreement" or "Contract") made this this 30th day of September, 2025 between **AVENIR COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes (herein called "Owner") whose address is 2501A Burns Road, Palm Beach Gardens, FL 33410 and **TITAN STONE, LLC,** a Florida limited liability company, (herein called "Contractor") whose address is 171 NW 16th Street, Pompano Beach, FL 33060, agree as follows (each a "Party" and together "Parties"):

WITNESSETH, that Owner and Contractor for the considerations hereinafter named covenant and agrees as follows:

Section 1. Contractor agrees to furnish all labor, materials, equipment, permit, etc. as needed to perform all Work described in section 2 hereof for:

Avenir CDD Pod 21 Lake Ridge Electrical Entry Walls Stonework

All work to be performed in accordance with the contract between Owner and Contractor, and in accordance with the plans and specifications for the Work, as hereinafter defined, as detailed on Attachment "C" (herein called "Plans and Specifications"). The Contractor agrees that he has examined the site of the Project and the Plans and Specifications for said work and made his own inspection and familiarized himself with the conditions under which said work is to be performed. If the Contractor discovers any discrepancies between the conditions at the site of the Project and the Plans and Specifications for said work, such discrepancies shall be promptly reported to the Owner.

Section 2. The Contractor shall furnish all necessary and incidental labor, materials, scaffolding, tools, equipment, hoisting, etc. including all cleaning and daily removal of Contractors debris necessary for the execution and completion of (herein called the "Work"):

See Attachment "A" – Scope of Work
See Attachment "B" – Schedule of Values
See Attachment "C" – Plans and Specifications

Attachments incorporated herein by reference are made part of this Agreement.

Section 3. Time: It is understood and agreed that TIME is of the essence of this Agreement. The Contractor shall proceed with the Work and in every part and detail thereof in a prompt and diligent manner and shall do the several parts thereof at such times and in such orders as the

Owner_____ Contractor_____

Owner may direct. The Contractor shall and will wholly finish the Work on schedule as directed by the Owner's Superintendent, Project Schedule, and Project Manager. Contractor shall not be entitled to any time extensions for any delays caused or contributed by Contractor or attributable to items for which he is responsible. Contractor shall not be entitled to any additional compensation for delays, regardless of cause.

Section 4. Contract Sum: This is a fixed price contract whereby Owner shall pay Contractor in current funds for performance of the Contract the Contract Sum of **Sixteen Thousand, One Hundred Thirty-Six and 00/100 Dollars ($16,136.00)** and subject to the additions and deductions as provided for in this Agreement.

Section 5. Payment: Based upon applications for payment submitted to the Owner by the Contractor, corresponding to Applications for payment submitted by the Owner to the Community Development District Engineer (the "CDD Engineer" or the "Engineer"), and Certificates for Payment issued by the CDD Engineer (if applicable), the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Agreement.

> **Contractor shall submit Requisitions on or before the 25th of each month, for work projected through the end of that month, less ten percent (10.0%) retainage. Owner shall pay approved requisition amount within 30 days from Owner's receipt of Certificate for Payment issued by CDD Engineer.**

Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the following conditions are satisfied:

> (1) the Contractor's Work is fully performed in accordance with the requirements of the Contract Documents to the full satisfaction of the Owner, his agent and the CDD Engineer, including all "punch list" items,
> (2) the CDD Engineer has issued a Certificate for Payment covering the Contractor's completed Work (if applicable),
> (3) all Contractor's vendors' Final Releases of Liens must be submitted to Owner prior to Final Payment.

It is further agreed that no payment made under this Agreement shall be evidence of the performance of this Agreement, either wholly or in part, against any claim of the Owner, and no payment shall be construed to be an acceptance of any defective work.

It is understood that as a condition of payment to the Contractor, Contractor shall provide the Owner with releases/discharges of lien, warranties, as-builts and such other documentation as may be required by Owner. With its first request for payment, Contractor agrees to provide Owner with a list of sub-subcontractors, suppliers, laborers, and materialmen. The Owner

Owner____ Contractor____

reserves the right at its discretion to issue a joint check or to make direct payments to any supplier or debtor of Contractor, and upon issuance of the check, Contractor's subcontractor and the supplier or debtor shall deliver a release of lien and bond rights. The acceptance of final payment by Contractor shall constitute a full and general release of Owner of any and all claims.

A. FAILURE TO PERFORM: Should the Contractor be adjudged bankrupt or make a general assignment for the benefit of creditors or should a petition under the Bankruptcy Act or any other act relating to insolvency be filed by or against Contractor, or should the, Contractor be at any time refuse or neglect to supply a sufficiency of properly skilled workmen or of materials of the proper quality and quantity, or fail in any respect to execute the Work with promptness and diligence or in compliance with the requirements of this Agreement, or fail in the performance of any agreements on his part herein contained, the Owner shall be at liberty, after twenty four (24) hours written notice (to the above-indicated or last known location or email address of the Contractor) to terminate the Contractor hereunder and to provide any such labor or materials necessary to complete the Work and deduct the cost thereof from any money due or thereafter to become due to the Contractor for the said work and to enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon, and to employ any other person or persons to finish the Work, and to provide the materials therefore, and in case of such termination of the Contractor, he shall not be entitled to receive any further payment under this Agreement until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this Agreement shall exceed the expense incurred by the Owner in finishing the Work, such excess shall be paid by the Owner to the Contractor, but if such expense shall exceed such unpaid balance the Contractor shall pay the difference to the Owner.

B. INDEMNIFICATION: TO THE FULLEST EXTENT PERMITIED BY LAW, THE CONTRACTOR EXPRESSLY AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND THE CDD ENGINEER AND THEIR RESPECTIVE BOARD MEMBERS, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES HEREIN CALLED THE "INDEMNITEES" FROM AND AGAINST ANY AND ALL LOSS OR LIABILITY FOR A CLAIM, DAMAGE, EXPENSE, OR GOVERNMENTALLY IMPOSED FINE, PENALTY, ADMINISTRATIVE ACTION, OR OTHER ACTION ("CLAIM"), INCLUDING REASONABLE ATTORNEY'S FEES AND COURT COSTS, SUCH LEGAL EXPENSES TO INCLUDE COSTS INCURRED IN ESTABLISHING THE DEFENSE OR INDEMNIFICATION AND OTHER RIGHTS AGREED TO IN THIS PARAGRAPH: (1) TO THE EXTENT CAUSED BY THE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY CONTRACTOR OR ITS AGENT, EMPLOYEE, OR SUBCONTRACTOR OF ANY TIER AND (2) EVEN TO THE EXTENT CAUSED BY THE JOINT, CONCURRENT, PROPORTIONATE, OR SOLE NEGLIGENCE OR FAULT OF, THE BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, OR RULE BY, OR THE BREACH OF CONTRACT BY ONE OR MORE OF THE INDEMNITEES, THEIR AGENT OR EMPLOYEE, OR ANY THIRD

Owner____ Contractor____

PARTY UNDER THE CONTROL OR SUPERVISION OF THE INDEMNITEES WHERE THE CLAIM IS FOR THE BODILY INJURY OR DEATH OF AN EMPLOYEE OF CONTRACTOR, ITS AGENT, OR ITS SUBCONTRACTOR OF ANY TIER.

C. INSURANCE: Prior to commencing any work or operations in connection with this Agreement, Contractor shall purchase and maintain throughout the term of this Agreement, the insurance coverage specified below:

1. Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a per occurrence limit of liability of not less than $1,000,000 for bodily injury and property damage.

2. Workers' Compensation and Employer's Liability Insurance with statutory workers' compensation coverage (including occupational disease) and employer's liability limits in accordance with applicable state law but in no event less than $1,000,000 each accident/$1,000,000 disease-each employee/$1,000,000 disease-policy limit.

3. Commercial General Liability Insurance in a form providing coverage not less than the standard ISO commercial general liability insurance policy CG 00 01 ("Occurrence Form"), including insurance for premises, operations, independent contractors, products-completed operations (explosion, collapse and underground coverage if applicable), and contractual liability. Such insurance must not include any exclusion for work performed by the Contractor (e.g., exterior height exclusion for Contractor providing exterior façade work; residential exclusion for Contractor providing residential work) or any Action Over or similar exclusion. Excess or Umbrella Liability Insurance shall provide coverage that is no less restrictive than that required above and shall be available in excess of Employer's Liability Insurance and Commercial Automobile Liability Insurance.

4. The limits of the commercial general liability policy, and any excess or umbrella liability policy, shall be for not less than $2,000,000.00. Total required limits may be achieved by a primary policy or the combination of a primary policy and excess policy(ies), so long as the primary policy has a limit of not less than $1 million.

5. Each policy required under this Section, except the workers' compensation policy, shall name Owner, its affiliates, joint ventures, officers, directors, agents, and employees as additional insureds, and will name as additional insureds any other person or entity Owner is required to indemnify or to name as an additional insured including any successors and assigns of Owner (the "Additional Insureds"). The insurance afforded to the Additional Insureds shall be written on Form CG 20

Owner_____ Contractor_____

10 04 13 and CG 20 37 04 13 or their equivalent, and the additional insured endorsements must not require a direct contractual relationship between the Contractor and the additional insured(s). The insurance afforded to the Additional Insureds shall be primary and non-contributory to any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Specifically, Contractor shall have its primary policies endorsed to cause the coverage afforded to the Additional Insureds under such policies to be primary to and non-contributory with any other insurance or self-insurance, including any deductible, maintained by, provided to, or available to the Additional Insured(s). Further, Contractor shall have its excess/umbrella policy(ies) endorsed to cause the coverage afforded to the Additional Insureds under such policy(ies) to be first tier excess/umbrella coverage immediately above the primary coverage provided to Contractor and not concurrent with, contributing with or excess of any other insurance maintained by, provided to, or available to the Additional Insured(s), whether such other insurance is provided on a primary, excess or other basis.

It is expressly understood by the Parties to this Agreement that it is the intent of the Parties that any insurance, whether primary, excess or on any other basis, obtained by the Additional Insureds is deemed excess, non-contributory and not co-primary or co-excess in relation to the coverage(s) procured by the Contractor or any sub-subcontractors.

All policies required by this Agreement shall include a waiver of subrogation clause in favor of the Additional Insureds, which clause shall also apply to the Additional Insureds' officers, agents and employees.

6. All policies required by this Agreement shall be provided by an insurance company(ies) acceptable to Owner and authorized to do business in the state in which the operations are performed. Such insurance company(ies) shall carry a minimum A.M. Best rating of A VII.

7. Prior to commencing work, Contractor shall provide Owner with certificates of the insurance required under this Section. Such certificates shall list the various coverages, the limits required by Paragraphs 1, 2 and 4. above, and evidence the use of additional insured endorsements CG 20 10 04 13 and CG 20 37 04 13 or their equivalent (with no contractual privity requirement) on the face of the certificate. These certificates and the insurance policies required by this Section shall contain a provision that the coverages afforded under the policies will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Owner. A failure to detect that Contractor has not

Owner_____ Contractor_____

submitted certificates, or proper certificates, or otherwise is not in compliance with the insurance requirements of this section, shall not be considered a waiver or other impairment of Owner's rights under this Agreement. Upon request, the Contractor shall furnish Owner with copies of all additional insured endorsements.

8. Contractor agrees that the insurance required by this Section will be maintained continuously from the commencement of the Work until the entire Work to be performed by the Contractor under this Agreement is completed and accepted by Owner. Further, Contractor will maintain Completed Operations coverage for itself and each Additional Insured for at least two (2) years after completion of the Work.

9. Contractor shall require each sub-subcontractor to procure and maintain the same insurance coverages required of the Contractor and shall not permit any sub-subcontractor to start any part of the Work without obtaining certificates confirming that such coverages are in effect.

10. If the Contractor fails to procure and maintain the insurance required by this Section, in addition to the option of declaring Contractor in default for breach of a material provision of the Agreement, Owner shall have the right, but not the duty, to procure and maintain as the Contractor's expense, the same insurance or other insurance that provides the equivalent protection, and Contractor shall furnish all necessary information to make effective and maintain such insurance. At the option of the Owner, the cost of said insurance shall be charged against and deducted from any monies then due or to become due to Contractor or Owner shall notify Contractor of the cost of such insurance and Contractor shall promptly pay such cost.

11. In the event that the insurance company(ies) issuing the policy(ies) required by this Agreement deny coverage to the Owner or any other person or entity Owner is required to name as an additional insured, the Contractor will, upon demand by the Owner, defend and indemnify the Owner and/or any other person or entity Owner is required to name as an additional insured at the Contractor's expense.

D. TAXES: Contractor shall be solely responsible for the payment of all taxes, withholdings and contributions required of Owner or Contractor by the Federal Social Security Act and the Unemployment Compensation Law or other similar state or federal laws, with respect to contractor's employees or others employed, directed or contracted for by contractor in the performance of the Work. Contractor shall pay all sales taxes, use taxes, excise taxes or similar taxes which may now or hereafter be assessed against the labor, material or services used or employed by Contractor or others in the execution of the Contract or

Owner____ Contractor____

the completion of the Work. Any sales tax exemptions obtained by Owner will be credited to Owner for Work performed under the Contract.

E. CHANGES IN THE WORK: Owner may, without invalidating the Contract, order, in writing, additions, deletions or modifications of the Work from time to time (hereinafter referred to as a "Change Order"). All Change Orders must be in writing and signed by Owner in order to be binding on Owner. Contractor shall not make any alterations in the Work, including modifications necessitated by applicable codes, laws, rules or regulations, unless documented by a Change Order. Contractor shall not be entitled to any increase in the Contract Price or any extension of the Completion Date in connection with any Change Orders due to alterations which are the responsibility of Contractor hereunder. All other Change Orders shall specify the adjustment, if any, which is to be made on the Contract Price or the Completion Date. All alterations approved by Owner shall be subject to all of the terms of the Contract. Owner shall determine all permitted adjustments in the Contract Price by a written Change Order specifying a fixed sum executed by Owner and accepted by Contractor. Contractor shall not be entitled to any extensions to the Completion Date or increase in the Contract Price unless approved by a Change Order. Owner may unilaterally issue Change Orders to document any adjustment in the Contract Price due to offsets or deductions permitted by the Contract. All Change Orders will be calculated as per the unit prices contained in the original bid (See attached Attachment "B") with no additional fees or costs.

F. ASSIGNMENT: The Contractor shall not let, assign, or transfer this Agreement or any part thereof or any interest therein, without the written consent of the Owner, and the Contractor agrees that in the event that any part of the Work included in this Agreement is sub-let by him, he will exact from his Sub--contractor compliance with the General Conditions, Drawings, Plans, and Specifications, together with all the provisions of this Agreement, and that he will execute with his Sub-contractor a contract by which the letter shall expressly agree to this provision.

G. OSHA: The Contractor further agrees that he will, during the performance of his work comply with all local, State and Federal wages, environment, and safety requirements, including OSHA, and programs of Contractor, and shall indemnify the Owner, their officers, agents, and employees, and hold them harmless from any and all liability, suits, actions, demands (just or unjust), any and all damages and any and all costs or fees on account of injuries to person or property, including accidental death, arising out of or in connection with the Work, or by reason of the operations under this Agreement.

H. GUARANTEE: The Contractor warrants that the Work will be performed in a good and workmanlike manner and in compliance with applicable laws/codes and will be of good

Owner_____ Contractor_____

quality and fit for the intended use, free from faults or defects of any kind. Before final payment is made, the Contractor agrees to execute a written guarantee for his work, agreeing to make good, without cost, any and all defects due to imperfect workmanship or materials, which may appear during the period of guarantee required to be given by the Contractor to the Owner. Sub-Contractor warrants its Scope of Contractor on the same terms, and for the same period, as Contractor warrants the work to Owner under the Contract Documents. Subcontractor shall perform all warranty obligations assumed by Contractor under the Owner Contract Documents, and Subcontractor's work shall be guaranteed for a minimum period of one year after occupancy, or as otherwise specified by statute. Contractor shall ensure that all manufacturers' warranties remain intact and available for any equipment or materials furnished through Contractor. The guarantee period begins upon project substantial completion and is for a period of 1 year if no written guarantee is received from Contractor.

I. ARBITRATION: All claims or disputes between Owner and the Contractor arising out of or relating to the Project or any Contractor, or the breach thereof, shall be decided by arbitration in accordance with the expedited construction industry arbitration rules of the American Arbitration Association currently in effect unless the Parties mutually agree otherwise and subject to an initial presentation of the claim or dispute to the Engineer, if any, for resolution. Notice of the demand for arbitration shall be filed in writing with the other Party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator (s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Except by written consent of the person or entity sought to be joined, no arbitration shall include by consolidation, joinder or in any other manner, any person or entity not a party to the Contract under which such arbitration arises, unless it is shown at the time the demand for arbitration is filed that (i) such person or entity is substantially involved in a common question of fact or law, (ii) the presence of such person or entity is required if complete relief is to be accorded in the arbitration, and (iii) the interest or responsibility of such person or entity in the matter is not insubstantial. This agreement to arbitrate shall be specifically enforceable in any court of competent jurisdiction.

J. CONTRACT CHANGES: No deletions or changes that may be made to any part of this Agreement shall be valid unless made on all copies thereof and a clear statement endorsed upon the same giving the date upon which it was made, and if made after the execution of this Agreement, shall be signed by the original signatories hereto or by other person duly authorized in writing. Neither party shall have the authority to orally waive this provision.

Owner_____ Contractor_____

K. DEFAULT AND TERMINATION: Each of the following occurrences shall constitute an event of default ("Event of Default") by Contractor under this Agreement: (i) a breach by Contractor of any covenant, warranty or agreement contained in this Agreement or any covenant, warranty or agreement contained in any other Contract or agreement between Owner and Contractor (or an affiliated company) which remains uncured for five (5) days after notice from Owner, (ii) the commencement of any proceeding by or against Contractor, as debtor, under any applicable insolvency, receivership or bankruptcy laws, or (iii) a work stoppage due to strike, boycott, labor dispute, governmental moratorium, material shortage or similar causes beyond the control of Owner. At any time after the occurrence of an Event of Default, Owner shall be entitled to do any one or more of the following: (i) suspend further payments to the Contractor until the Work is completed, (ii) terminate the Contract without waiving the right to recover damages against Contractor for its breach of the Contract, (iii) obtain specific performance of the Contractor's obligations under the Contract, (iv) obtain any other available legal or equitable remedies, or (v) provide any labor, material or services required to complete all or a portion of the Work by any method the Owner may deem expedient, without terminating the Contact, and deduct or offset the cost thereof (including compensation for Owner's increased administrative expenses) from any sums then or thereafter due to Contractor under the Contract or under any other Contract or agreement between Owner and Contractor (or any affiliated company); provided, however, that if such cost shall exceed the unpaid balance of the Contract Price, Contractor shall immediately pay the difference to Owner upon demand (which sum shall bear interest at the highest lawful rate until paid). In all such events Owner shall have the right to enter upon the premises and take possession of all equipment, materials and supplies, for the purpose of completing the Work, and may employ any other person or persons to finish all or a portion of the Work and provide the materials therefor. Contractor grants Owner a lien and security interest in all equipment, materials and supplies, of Contractor located on the Project to secure performance of Contractor under the Contract.

L. COST INCREASES: Contractor will not be entitled to an extension of contract time and/or an increase in contract price in the event its performance is made impracticable by events beyond all Parties' control including without limitation, war, or threat of terrorism, forces of nature, material shortages, or material price escalations due to shortages or unavailability. Moreover, Owner and Contractor acknowledge that weather events including, without limitation, named storms or hurricanes or market industry conditions may impact the availability of material components that have been specified for inclusion in the project. As such, it may be likely that materials will be subject to substantial price increases and/or limited availability or delays in availability. In the event such price increases, limited availability or delays in availability occur, Contractor shall not be entitled to an increase in contract time, contract price or both, unless and until the Owner approves and funds payment for such increases by written Change Order and delivery of payment.

Owner_____ Contractor_____

M. LIMIT ON DAMAGES: Owner shall not be liable to the Contractor for delay to Contractor's work by act, neglect or default of the Owner or the CDD Engineer, or other subcontractors, or by reason of fire or other casualty, or on account of riots, or strikes, or other combined action of the workmen or others, or on account of any acts of God, or any other cause, beyond Contractor's control, or on account of any circumstances caused or contributed to by the Contractor. In any event, Owner's liability for delays shall expressly exclude consequential or incidental damages sustained by Contractor or any other party. Should Contractor be delayed in the prosecution of the work by the act, neglect or default of the Owner, or CDD Engineer, or by any damage caused by the elements, act of God, and/or any casualty for whim the Contractor is not responsible, then the time fixed for the completion of the work pursuant to the terms of this agreement may be extended for a period equivalent to the time lost to the extent not concurrently delayed by Contractor. No time extension shall become operative unless a claim therefore is presented in writing to Owner within seventy-two (72) hours of the beginning of delay, and such claim is approved in writing by Contractor and Owner.

N. SEVERABILITY: If any provision or portion of such provision of this Agreement, or the application thereof to any person or circumstance is for any reason held invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not be affected. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered herein. No other agreement, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. The Owner and the Contractor for themselves, their successors, administrators and assigns, here agree to the full performance of the covenants of the Agreement.

O. NOTICES: Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by a widely recognized national overnight courier service, mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each Party at its address as set forth below:

To Owner: **AVENIR COMMUNITY DEVELOPMENT DISTRICT**
2501A Burns Road
Palm Beach Gardens, FL 33410
Attn: Jason Pierman, District Manager

With Copy To: **BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.**
515 East Las Olas Boulevard, Suite 600
Ft. Lauderdale, FL 33301
Attn: Michael J. Pawelczyk, Esq., District Counsel

Owner____ Contractor____

To Contractor: **TITAN STONE, LLC**
171 NW 16th Street
Pompano Beach, FL 33060
Attn: Matthew Teston, General Manager

Any such notice, request or other communication shall be considered given or delivered, as the case may be: (a) if by hand delivery, when the copy of the notice is receipted; (b) if by overnight courier delivery, the day on which the notice is actually received by the Party; (c) if by deposit in the United States mail, two (2) business days after it is posted with the United States Postal Service.

Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any Party may from time to time at any time change its mailing address or facsimile number hereunder.

P. PAYMENT AND PERFORMANCE BOND: The Contractor shall secure a Section 255.05 Florida Statutes, Payment and Performance Bond ("Performance Bond") in the full amount of the Contract Price (100%) prior to initiating construction, in accordance with said statute, said bond naming the CDD as the obligee, and in a form compliant with that which is provided in Section 255.05, Florida Statutes. The Performance Bond must be callable by the CDD. The Contractor understands and acknowledges that Florida law requires this bond in that the Work will be a public work upon assignment to the CDD. The Performance Bond shall remain in effect and valid until the Work is completed and certified as complete by the Engineer and all Notices to CDD, Notices of Nonpayment, liens or otherwise, have been satisfied to the satisfaction of the Engineer.

At discretion of Board of Supervisors, the Board may waive this requirement if the construction cost is $200,000 or less. Contractor will be notified of the bonding requirements after obtaining approval by the Board. If a Payment and Performance Bond (the "Bond") is required, Contractor will have the option to cancel this Contract or provide the Bond and Bond premium for Owner to pay thru a change order request.

Q. SOVEREIGN IMMUNITY: The Contractor acknowledges and agrees that the Owner, the Avenir Community Development District, is a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes. Contractor acknowledges that the CDD is a "state agency or subdivision" as defined in Section 768.28, Florida Statutes, and is afforded the protections, immunities and limitations of liability afforded the Owner thereunder. Nothing herein is intended or should be construed as a waiver of sovereign immunity by any Party, or assignee thereof, to which sovereign immunity may be applicable.

Owner____ Contractor____

R. PUBLIC RECORDS:

(a) Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the Owner to perform the services or work set forth in this Agreement; and
2. Upon the request of the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the Owner; and
4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the Owner upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

(b) Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the Owner pursuant to Section 119.0701(3), Florida Statutes. If notified by the Owner of a public records request for records not in the possession of the Owner but in possession of the Contractor, the Contractor shall provide such records to the Owner or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

Owner____ Contractor____

(c) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONTRACTOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE OWNER AT:**

SPECIAL DISTRICT SERVICES, INC.
2501A BURNS ROAD
PALM BEACH GARDENS, FLORIDA 33410
TELEPHONE: 561-630-4922
EMAIL: BBARBA@SDSINC.ORG

S. SCRUTINIZED COMPANY LIST:

(a) In executing this Agreement, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes, that it does not have business operations in Cuba or Syria, and that is not engaged in a boycott of Israel.

(b) Pursuant to Section 287.135, Florida Statutes, the Contractor agrees that the Owner may immediately terminate this Agreement for cause if the Contractor is found to have (1) submitted a false certification above or pursuant to Section 287.135(5), Florida Statutes; or (2) if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List; or (3) if the Contractor is engaged in a boycott of Israel; or (4) if the Contractor has been engaged in business operations with Cuba or Syria during the term of this Agreement.

T. E-VERIFY: Contractor, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the Owner is a public employer subject to the E-verify requirements provided in Section 448.095, Florida Statutes, and such the provisions of said statute are applicable to this Agreement. Notwithstanding the provisions regarding termination as provided in this Agreement, if the Owner has a good faith belief that Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the Owner shall terminate this Agreement. If the Owner has a good faith belief that a subcontractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an

Owner _____ Contractor _____

alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United Sates for employment under this Agreement, the Owner promptly notify the Contractor and order the Contractor to immediately terminate its subcontract with the subcontractor. The Contractor shall be liable for any additional costs incurred by the Owner as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-verify requirements referenced in this Article.

U. **NO PREFERENCES:** Contractor is hereby notified that Section 287.05701, Florida Statutes, requires that the Owner may not request documentation of, consider or give preference based on a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

V. **ANTI-HUMMAN TRAFFICKING AFFIDAVIT:** Contractor shall provide Owner with an affidavit executed by an officer or authorized representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(13), Florida Statutes.

Owner____ Contractor____

IN WITNESS WHEREOF, the Parties hereto have executed these general conditions as of the date first above written.

WITNESSES:

Print Name: Eileen V. Jimenez

Print Name:

OWNER
AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government organized under the provisions of Chapter 190 Florida Statutes

By:
Name: Virginia Cepero
Title: Chairperson, Board of Supervisors

Dated: 10/13/25

CONTRACTOR
TITAN STONE, LLC, a Florida limited liability company

Print Name: James Blair

Print Name: Angela Corby-Ares

By:
Name: Matthew Teston
Title: General Manager

Dated: 10/3/25

Owner Contractor

ATTACHMENT "A"
SCOPE OF WORK

Provide all labor, material, tools, staging, licenses, taxes, hoisting, equipment, and supervision required for proper and complete performance of the Work.

Gate Walls Oolite Veneer Max Module Size 18" x 36":
Base Course is 3" thick, wall courses are 2" thick to create reveal. Cap is 3" thick If the intent is for the finished wall height to be below the top of the metal posts, then the CMU wall height needs to be adjusted to account for the 3" thick stone cap. Titan strongly encourages the gate posts NOT be anchored into the adjacent stone clad walls as current details indicate. All gate posts should be anchored in a footing. Should the gates ever need to be replaced due to damage having the posts independent of the stone cladding is a much simpler repair. Scope review to ensure work and areas is figured correctly will be required. Substrate must be true and plumb 1/4" in 10'-0" maximum deviation. Shop Drawings for Titan Fabrication & Installation Purposes. All required scaffolding needed by Titan. Fluid applied waterproofing on exterior walls prior to the stone installation. All exposed edges will be finished to match the face of the stone. Any exposed setting cavity behind stone will be filled flush but may require adjoining wall to be floated by others if the substrate has issues. Installation Materials used shall be by Titans preferred manufacturer. One coat of sealer on all stone. Mutual schedule to be developed. Any other work in our trade that is not listed above is excluded. Efflorescence - no warranty or guarantee against it is provided. Titan recommends mitigation efforts on substrate materials and uses premium setting materials. Despite these efforts efflorescence may occur on exterior work due to atmospheric conditions, soluble salts in rainwater and other factors beyond our control. Exterior work needs to have a maintained plan that will include routine cleaning and sealing as desired by the final end user.

Scope review to ensure work and areas is figured correctly will be required. Substrate must be true and plumb 1/4" in 10'-0" maximum deviation. Shop Drawings for Titan Fabrication & Installation Purposes. All required scaffolding needed by Titan. Fluid applied waterproofing on exterior walls prior to the stone installation.

ATTACHMENT "B"
SCHEDULE OF VALUE

50% Complete: $8,182 (Material-no retainage)

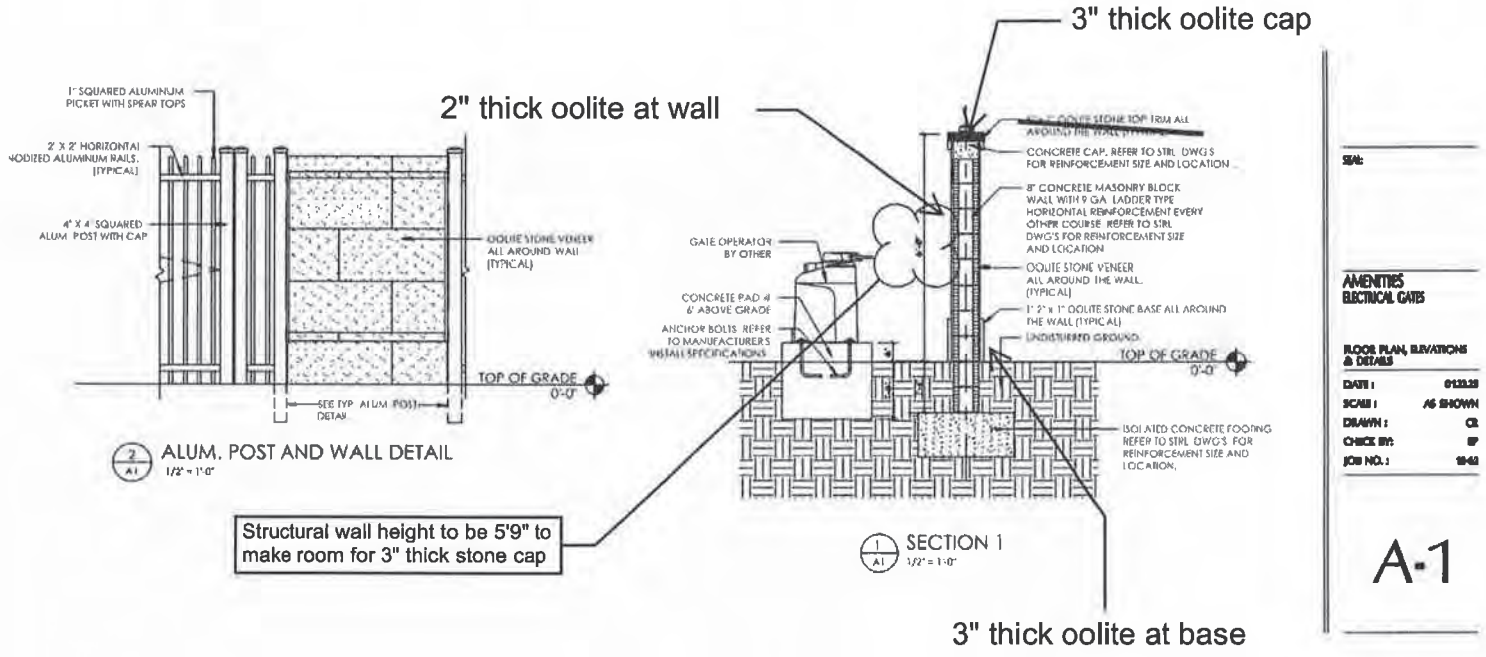
100% Completion: $8,181.00

Total: $16,363.00

ATTACHMENT "C"

PLANS AND SPECIFICATIONS

Avenir CDD Pod 21 Lake Ridge Entry Monument Architectural Plans Prepared by Pascual, Perez, Kiliddjian, Starr and Associates together with all Structural Engineering Plans, MEP Engineering Plans and Civil Engineering Plans approved in connection therewith, dated 01.23.25.



Owner _____ Contractor _____

We invite you to visit our plant and experience the production process of our precast concrete walls firsthand, gaining valuable insight into our manufacturing and quality control practices. Contact us for details or to schedule an appointment.

Permacast LLC State License #: CBC 1256823
Precast Walls Systems, Inc. State License #: CBC1265224

Project Name: CO #1 Avenir Pod 21
Project #: 8060

Proposal Number: 00005330
Quote Date: 2025-10-09 09:18:45
Expiration Date: 2025-07-02

Permacast LLC / Precast Wall Systems, Inc.

Primary Contact: Melissa Adams
Email: melissa@precastwalls.com
Mobile: +1 7542456622

Sales Manager: Chris Borkowski
Email: chris@permacastwalls.com
Mobile: +1 941-415-2665

Contact Information

Contract Coordinator: Shannon Rhew
Email: shannon@permacastwalls.com
Phone: +1 888-977-9255
Mobile: +1 941-415-2538

Main Contact and Job Site Address

Contact Name: Keith O'Brien
Email: floridaselectbuilders@yahoo.com
Mobile: 561-239-5651

Job Site Street: Northlake Blvd
Job Site City: Palm Beach Gardens
Job Site State: FL
Job Site Zip:
Job Site County: Palm Beach

Billing Information

Bill To: Avenir Community Development District

Project Line Items

Product Name	Description	Qty	Sales Price	Notes	Total Price
Precast Concrete Wall 6' High Smooth Finish	Credit for 6' High Precast Concrete Wall - Smooth Finish - 20' o.c.	-145.0	$56.00		$-8,120.00
Standard Paint - One Color	Credit for PWS specified paint - spray application.	-145.0	$6.00		$-870.00
Standard Paint - Two Color	Additional 2nd color of PWS specified paint - spray application. Applied on site after installation.	2120.0	$4.00		$8,480.00
			Quote Total		$-510.00

I hereby agree to all specifications, terms, and conditions of this proposal for contract. Change Order pricing is valid for 3 business days from the Created Date listed above.

Buyer : Avenir Community Development District
Name Virginia Cepero
Title: Chair
Signature Virginia Cepero

Timestamp

Permacast LLC / Precast Wall Systems, Inc.
Contract Coordinator: Shannon Rhew
Email: shannon@permacastwalls.com
Signature

Shannon Rhew

Timestamp
2025-10-09 09:18:45

www.permacastwalls.com www.precastwalls.com
6015 21st St. East, Bradenton, Florida 34203 ● Phone (888) 977-9255

FLORIDA DETROIT DIESEL – ALLISON

Your Total Power Solution℠

SERVICE REPAIR ESTIMATE PROPOSAL

Account#:	539273			Proposal Date:	10/13/25
Site Name:	AVENIR COMMUNITY DEVELOPMENT			Company:	AVENIR COMMUNITY DEVELOPMENT DIST
Address:	12001 NORTHLAKE BLVD			Address:	2501 BURNS RD, SUITE A
City:	WEST PALM BEACH			City:	PALM BEACH GARDENS
State:	FL	Zip	33412	State:	FL zip 33410-5207
Contact:	TAYLOR MYERS	Cell#:		Manufacturer:	MTU
Phone#:	561-563-1182	Fax#:		Model#:	16V2000G86S
Email:	taylor1995myers@gmail.com			Serial#:	5452000617
				Ref. Work Order#:	

Stewart and Stevenson FDDA LLC d/b/a FDDA Florida Detroit Diesel-Allison is pleased to present this service repair estimate proposal for the work described below:

DESCRIPTION OFSERVICE WORK	Parts	Labor
(4) 908 DFT BATTERIES	$1,860.00	
LABOR AND TRAVEL FOR 2 TECHS DUE TO WEIGHT OF BATTERIES		$1,025.00
NOTE		

This estimate is made subject to buyers' acceptance within (10) business days from this date. All prices are subject to change without notice, and those in effect on the date of shipment shall prevail. Customer will be contacted should the estimate exceed 15%. All quotes are based on work being performed on the ground level or within accessible distance from the service vehicle, and during normal weekday business hours unless stated otherwise in quote. Estimate does not include non-reusable castings or unacceptable cores. Notification will be given of any additional repairs needed and will only be performed upon approval by customer.

☐ Deposit Required

		Labor	$1,025.00
		Parts	$1,860.00
		Misc. 4.5%	$46.13
		Enviro 5.0 %	$51.25
		Mileage	$150.00
		Freight	$45.00
Tax Exempt:	YES	Subtotal	$3,177.38
FL State Sales Tax:		Sales Tax	
County Delivered:	Martin		
Surtax:		County Tax	
Expires:	30 Days		
		GRAND TOTAL	$3,177.38

I hereby authorize the above repair work to be done along with necessary materials. Stewart and Stevenson FDDA LLC d/b/a FDDA Florida Detroit Diesel – Allison & its employee may operate the above equipment for the purpose of testing, inspection or delivery at my risk. An expressed mechanics lien is acknowledged on equipment to secure the cost of all repairs thereto. Stewart and Stevenson FDDA LLC d/b/a FDDA Florida Detroit Diesel – Allison is not responsible for loss or damage to equipment in case of fire, theft, accident, or any other cause beyond our control. Replaced parts will be held for a period of ten (10) business days after completion of services. The cost of labor and parts in determining any estimate shall be borne by the customer.

Accepted by:

Printed Name: _____
Title: _____
Signature: _____
Date: _____
P.O.# _____

Florida Detroit Diesel -Allison

Proposed By: RANDALL KNIGHT
Email: randy.knight@kirbycorp.com
Phone#: 772-460-4368
Fax#: _____

The agreement is subject to the S&S terms of sale available at the link.

www.stewartandstevenson.com/terms-of-sale.

PLEASE FAX OR EMAIL SIGNED PROPOSAL TO COMMENCE WORK

The following Additional Terms of Sale apply except to the extent they are contradicted elsewhere in this Agreement.

IMPORTANT WARRANTY, LIMITATION OF LIABILITY AND INDEMNITY PROVISIONS ARE INCLUDED.

1. DEFINITIONS: The term "Seller" means the Stewart & Stevenson affiliate executing this Agreement; "Goods" means the machinery, equipment and other tangible and intangible property along with associated labor, installation and commissioning provided by Seller; the term "Services" means labor and associated parts provided by Seller to maintain, repair or recondition the property of Buyer; "Products" means Goods and/or Services; and "Buyer" means the person to whom such Products are sold. Each of Buyer and Seller is a "Party."

2. PRICE: All prices are in U.S. Dollars. Labor rates are subject to change without notice and apply from the time of dispatch of service personnel until the earlier of their return or dispatch to another job. Unless expressly indicated herein, no amount is included in any price for sales, use, privilege, excise or other taxes imposed on or measured by the gross receipts from the sale of Products. Buyer shall promptly pay any such charge directly to the governmental authority assessing them or reimburse on demand any such charges paid by Seller.

3. PAYMENTS: All payments shall be in U.S. Dollars, without offset, back charge, retention or withholding of any kind. Any amounts not paid when due will be subject to interest at the rate of 1½% per month, compounded, or the highest non-usurious rate permitted by applicable law, whichever is less. ANY PAYMENT INTENDED AS AN ACCORD AND SATISFACTION MUST BE DIRECTED TO "CREDIT MANAGER, STEWART & STEVENSON, 55 Waugh Drive, Suite 800, HOUSTON, TX 77007."

4. DELIVERY AND TITLE: Goods are sold Ex-works Seller's facility (Incoterms® 2010), packed for domestic truck transportation, and are delivered at the time Buyer is notified by Seller that the Goods are at Buyer's disposal. Seller may assess reasonable storage charges based on the volume of the Goods, or store the Goods at a third-party site at Buyer's sole risk and expense, if Goods are not removed when delivered or if payments are not made when due. Services are delivered at the time they are performed. Title to Goods transfers to Buyer on delivery, but Seller retains a security interest in the Goods until it receives full payment for the Goods.

5. ACCESS, PERMITS AND UTILITIES: In the event Services are to be performed at a site provided by Buyer, Buyer shall provide Seller's employees free and unobstructed access to the site. Buyer shall ensure safe working conditions, safe storage for Seller's property, and provide all necessary lifting equipment and utilities necessary to perform the Services. Buyer shall obtain all licenses, registrations, and permits necessary for Seller to perform the Services.

6. ACCEPTANCE: All Products shall be finally inspected and accepted within thirty days after delivery. Failure of Buyer to provide Seller with an itemized list of defects within such thirty days or to permit Seller a reasonable opportunity to correct any listed defects shall be deemed acceptance of the Products. In the event of multiple shipments or extended Services, each individual shipment shall be separately accepted and Services shall be periodically inspected and accepted. Buyer waives any right to reject Products that substantially conform to their specifications and any right to revoke acceptance after such thirty day period.

7. FORCE MAJEURE: Seller shall have no liability for any failure to deliver the Goods to, or perform Services for, Buyer if such failure arises from causes beyond the reasonable control of Seller, including without limitation, government actions, shortages of materials, labor difficulties, fires, floods, acts of God and the effects of civil disobedience.

8. DELAYS. Delivery dates are estimates and may be adjusted to reflect circumstances beyond the control of Seller including without limitation delayed performance of suppliers or carriers.

9. CHANGES: Seller reserves the right to change the details of any Goods provided that such change shall not impair the performance or critical dimensions of such Goods.

10. ADDITIONAL COSTS: In addition to the purchase price, Buyer shall reimburse Seller for any costs Seller incurs as a result of (a) changes in the Products or delays in delivery requested by Buyer; (b) delays in delivery arising from Buyer's failure to provide information, drawings or materials; or (c) changes in the laws, codes, rules or regulations applicable to the Products after the date of this Agreement.

11. LIMITED WARRANTY: Products may be or incorporate components manufactured by someone other than Seller. To the extent such components are warranted by their original manufacturers, and to the extent that such warranties are assignable to Buyer, Seller assigns to Buyer any rights and remedies it has relating to such components, and such warranties are the only warranties provided for those components. Seller further agrees to perform any obligations of the original manufacturer under the manufacturer's warranty to the extent that such manufacturer authorizes Seller to perform such warranty obligations.

Seller warrants that it will correct any failure of the Goods to meet the performance specifications herein, or defects in Goods manufactured or reconditioned or Services performed by it, latent or otherwise, of which it is notified in writing within the applicable Notification Period, ex-works Seller's facilities (Incoterms® 2010), or Seller will refund the purchase price of the defective Goods or Services, at Seller's sole discretion and as the exclusive remedy provided.

Notification Periods:

New Goods: within the sooner of 18 months of delivery of the Goods to Buyer or 12 months of the Goods first being placed into service by the original end user.

Services or reconditioned Goods: within 3 months of the Services being performed by Seller or reconditioned Goods being delivered to the Buyer.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, WORKMANLIKE PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty is extended only to Buyer. Buyer may assign this Limited Warranty only to the original end user of the Products. No other assignment of this Limited Warranty is permitted without the express written consent of Seller and any attempted assignment without the consent of Seller is void. Applicable statutes may expand this Limited Warranty.

12. INDEMNITY (INCLUDING FOR NEGLIGENCE): TO THE MAXIMUM EXTENT PERMITTED BY LAW, BUYER HEREBY AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTION, LIABILITIES, DEMANDS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND OTHER LEGAL EXPENSES) OF WHATSOEVER KIND AND NATURE, INCLUDING WITHOUT LIMITATION THOSE ARISING FROM INJURY TO, OR ILLNESS OR DEATH OF ANY PERSON AND FOR ALL DAMAGE TO,

LOSS OR DESTRUCTION OF PROPERTY, (COLLECTIVELY, "LOSSES"), RELATED TO OR ARISING OUT OF THIS AGREEMENT OR THE DELIVERY, INSTALLATION, USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY SUCH LOSSES ARISING IN OR FROM CONTRACT, TORT, STRICT LIABILITY, OR PRODUCT LIABILITY OR CAUSED OR OCCASIONED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, WHETHER SOLE, JOINT OR CONCURRENT. This Indemnity Provision is a material part of this Agreement, supported by and in consideration of a reduction in the purchase price. In this Indemnity Provision, "Seller" means Seller, its parent, subsidiaries, affiliates, directors, officers, agents, representatives, employees, subcontractors, invitees and licensees.

13. DEFAULT: On any material breach of this Agreement by Buyer, including without limitation any failure of Buyer to make payments when due, each such being an event of default, Seller will be entitled to terminate this Agreement, to all remedies provided by law or equity, including without limitation its direct damages measured by lost profits as a volume seller. Any non-refundable down payment required by this Agreement is less than the amount of Seller's damages in the event Buyer breaches its obligation to take delivery of Goods when tendered or to pay in full any amounts due.

14. LIMITATION OF LIABILITY: TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY INCIDENTAL, RESERVOIR, POLLUTION, SPECIAL, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR OTHER OPPORTUNITIES, ARISING FROM THE PURCHASE OR SALE OF PRODUCTS, THE USE, OPERATION OR CONSUMPTION OF PRODUCTS, ANY BREACH OF WARRANTY OR THE FAILURE OF EITHER PARTY TO FULLY PERFORM THIS AGREEMENT, EVEN IF A PARTY WAS AWARE OF THE POSSIBILITY OF THE OTHER PARTY SUSTAINING SUCH DAMAGES, AND EVEN IF THE REMEDY PROVIDED HEREIN FOR A BREACH FAILS OF ITS ESSENTIAL PURPOSE OR A BREACH IS TOTAL AND FUNDAMENTAL, AND EACH PARTY WAIVES THE APPLICATION OF ANY DECEPTIVE TRADE PRACTICES OR CONSUMER PROTECTION LAW. SELLER'S MAXIMUM LIABILITY FOR ANY CLAIM BY BUYER SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCTS ON WHICH THE CLAIM IS BASED.

15. EXPORTS: Seller reserves the right to rescind this Agreement, without any liability of Seller to Buyer, if at any time it reasonably believes that Products are intended to or will be shipped, exported or re-exported, directly or indirectly, to any country, person or other entity in contravention of any laws, regulations or administrative orders of the United States or any other jurisdiction to which Seller is subject (a "Contravening Export"). Any actual intention or attempt on the part of the Buyer to effect a Contravening Export will constitute a material breach of this Agreement. Buyer is required to identify the end use, end user, and country of final destination for Products included in this Agreement. Buyer warrants that, with respect to transactions related to this Agreement, it has not committed, and will not commit, any violation of the US Foreign Corrupt Practices Act or any other anti-corruption statute.

16. ASSIGNMENT: Neither Party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law or any other manner without the express written consent of the other, which shall not be unreasonably withheld but without which any attempted or purported assignment or delegation is void. This Agreement binds and benefits both Parties and their respective permitted successors and assigns but does not confer any rights or remedies on any other person.

17. WAIVER: The waiver by Seller of any breach of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach of a like or different nature. The failure by Seller to enforce any provision of this Agreement shall not be deemed a waiver of that provision.

18. DISPUTE RESOLUTION: TO THE EXTENT PERMITTED BY LAW, THE PARTIES KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN ANY ACTION, LEGAL PROCEEDING OR COUNTERCLAIM, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

19. INTERPRETATION AND VENUE: The Parties waive the application of the Convention on Contracts for the International Sales of Goods to this Agreement. The laws of the State of Florida (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to this Agreement, including without limitation, its validity, interpretation, construction, performance and enforcement. Venue for any action arising out of or relating to this Agreement shall be in a County of Florida; and the Parties waive any claim of an inconvenient forum. Section headings are provided for convenience only.

20. SURVIVAL. The warranty, indemnity, limitation of liability, dispute resolution and interpretation and venue provisions herein survive the termination of this Agreement.

21. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the Parties and incorporates any prior agreements or understandings, whether

FLORIDA DETROIT DIESEL-ALLISON

Dear Valued Customer,

Recent changes in trade policy have led to additional tariffs on many of our goods which have impacted the cost of products we supply with content from outside the United States. We are making every effort to minimize the impact, however the rise in costs from tariff increases is driving the need to implement pricing adjustments.

This letter provides an amendment to the previous letter that was effective 04/18/2025. MTU will be implementing a price increase of up to 145% on select products. This change will impact outstanding orders that are not expected to be delivered prior to 6/1/2025 and any order received on or after 6/1/2025. With the latest change, MTU has added over thirty-thousand parts numbers, attached you will find the initial list of parts that will have this tariff applied. As mentioned on the previous letter, this list can be added to or amended by the manufacturer at any given time.

We also expect other manufacturers to follow suit in the near future, as soon as we hear of any other changes, we will notify you.

We value your partnership and appreciate your understanding as we navigate this volatile environment. If you have any questions, please contact your local parts manager.

Sincerely,

FDDA Management

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 10/02/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 81 - Ocotber 2025 Flowers for Panther/Avenir Rounabout

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Prep and Install Broze Leaf Red Begonias at 4 beds--Panther and Avenir Roundabout	Price includes--4.5 inch flowers, soil, fungicide, slow release fertilizer	1,700.00	$4.50	$7,650.00
			Grand Total	**$7,650.00**

All Types and Styles • Commercial • Residential • Electric Gate Systems
Licensed • Bonded • Insured

September 29, 2025

Proposal
South Florida Select
Attn: Keith O'Brien (561) 239-5651

Project Name: Pump House Repairs

Area #1: *Gate Adjustment/Repair: To adjust cantilever slide gate and replace damaged wire & slats and replace bottom wheel.*

Total.....$ 1,400.00

Area #2: Repairs along Perimeter Fence Line: *To make repairs to fence along the perimeter fence line; includes resetting post that are leaning, wire that is damaged, slats that are damaged.*

Total.....$ 3,600.00

Area #3: Sea-wing Adjustment: *To reset 3" post and adjust 10' Sea-wing.*

Total.....$ 700.00

Area #4: *To reset 3" post and adjust 6' sea-wing.*

Total.....$ 700.00

****Note:***
Price does not include permit or runner's fee
Price does not include the removal & disposal of existing fence and gates
Price does not include clearing, backfill, compaction, grubbing or grading
Price does not include survey or staking of fence line
Daniels Fence will not be held liable for unmarked private utilities (located by others)
Price does not include signed and sealed drawings with calculations
Price good for 10 days

Thank you,
Thomas Kahrhoff
Estimator/Project Manager

2700 Market Place • Stuart, Fl. 34997 • Phone: 772-283-2383 • Fax: 772-283-2565
E-Mail: Tom@DanielsFence.com – License # PBC –U-20941

Arazoza Bros., Corp.
Maintenance
1362 Northlake Blvd, Palm Beach Gardens Fl 33410 | Phone: 305-246-3223 | FAX: 786-536-7686

Proposal

W.O. Date: 10/10/2025

Attn:

Company: Avenir CDD

Project: 00194 M Avenir CDD

Address: 12255 Avenir Dr.

W/O # 85 - Replace Dead Royal Palm in ciircle across from main entrance of Clubhouse

Billing Address:

Product Description	Size	QTY	Unit Cost	Total
Remove Dead Royal and excavate root ball	Replace with New Royal Palm---18-20 foot of Grey wood to match existing	1.00	$9,775.00	$9,775.00
			Grand Total	**$9,775.00**

Return via Palm Beach County interoffice mail to:
Angela Mintzer, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: Portion of: 52-41-42-15-04-018-0000

Not subject to documentary stamp tax per Florida Administrative Code Rule 12B-4.014(13)

NOT TO BE RECORDED WITHOUT BOARD OF COUNTY COMMISSIONERS ACCEPTANCE DATE

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: MRT 2025-010/Resolution 4, 2016 PBG
ROAD NAME: Northlake Blvd @ Landstar Dr/#26-28
PARCEL NO.: SE

SIGNAL EASEMENT

THIS SIGNAL EASEMENT ("Easement") is made this _____ day of _____, 20____, by **AVENIR DEVELOPMENT, LLC**, a Florida limited liability company, whose post office address is Avenir CDD C/O 550 Biltmore Way Ste 1110, Coral Gables FL 33134-5721, ("Grantor"), to **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("Grantee").

WITNESSETH: That Grantor, for and in consideration of the sum of ONE ($1.00) dollar and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Grantee, its successors and assigns, upon the conditions set forth herein, for the purpose of a perpetual signal easement over, upon, under, through and across the following described property located in Palm Beach County, Florida: Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("Easement Premises").

This Easement shall be used to permanently construct, install, operate, and maintain (collectively "Perform Work") with regard to roadway facilities and related facilities in the Easement Premises (collectively "Facilities"). Facilities shall include traffic control devices and foundations. The Easement includes the right at any time to install, bore, alter, improve, enlarge, add to, change the nature or physical characteristics of, replace, remove, or relocate the Facilities or perform any other activities related to the Facilities.

This Easement shall be non-exclusive, provided, however, that Grantor, its successors and assigns, shall be permanently prohibited from hindering, obstructing, removing or interfering with the operation, functioning, maintenance, or repair of any of the Facilities.

To the extent that Grantor, its successors and assigns, hinder, obstruct, remove or interfere with the operation, functioning, maintenance, or repair of any of the Facilities, (collectively "Interference"), Grantor, its successors and assigns shall be liable for any and all expenses and damages related to the Interference.

Grantee, its agents, successors and assigns, shall have the right, but not the obligation, to Perform Work on the Facilities and/or to remove and use any or all of the soil and/or subsoil within the Easement Premises.

Any amendment or modification to this Easement shall be effective if the same is in writing, signed, and recorded in the public records of Palm Beach County.

TO HAVE AND TO HOLD THE SAME unto Grantee, its successors and assigns forever.

Remainder of page intentionally left blank.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the date first above written.

Signed, sealed and delivered in the presence of:

(Signature of two witnesses required by Florida law)

Witness Signature (Required)

Eileen Valdes Jimenez
Witness Name Printed or Typed

Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

Witness Signature (Required)

Michele Ray
Witness Name Printed or Typed

Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

Grantor:

Avenir Development, LLC,
a Florida limited liability company

By: Avenir Development Manager, LLC,
a Florida limited liability company, its Sole Manager

By: _____
Rosa Schechter, its Vice President

(SEAL)

STATE OF Florida

COUNTY OF Miami-Dade

Before me personally appeared Rosa Schechter, who is (*choose one*) ☑ personally known to me, *or* ☐ has produced_____as identification, and who executed the foregoing instrument as Manager of Avenir Development Manager, LLC, a Florida limited liability company, Sole Manager of Avenir Development, LLC, a Florida limited liability company, and severally acknowledged to and before me by means of (*choose one*) ☑ physical presence *or* ☐ online notarization, that they executed such instrument as such officer of said company, and that said instrument is the free act and deed of said company.

Witness my hand and official seal this 28th day of October, 2025.

(Stamp/Seal)

EILEEN VALDES JIMENEZ
MY COMMISSION # HH 632534
EXPIRES: January 28, 2029

Notary Signature
Notary Public, State of Florida

Eileen Valdes Jimenez
Print Notary Name

HH 632534
Commission Number

My Commission Expires: January 28, 2029

F:\R_O_W\ANGEL - ROW Specialist\MRT 2025\MRT 2025-010 Northlake Blvd - Avenir Pod D Driveway Signal Easement\signal esmt 5-LLC.docx

CONSENT AND JOINDER OF AVENIR COMMUNITY DEVELOPMENT DISTRICT

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, hereby joins in this Signal Easement for the sole purpose of consenting to its terms.

WITNESSES:

Print Name Eileen Valdes Jimenez
Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

Print Name Michele Ray
Address: 550 Biltmore Way #1110
Coral Gables, FL 33134

AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government pursuant to Chapter 190, Florida Statutes

By: Virginia Cepero
Name: Virginia Cepero
Title: Chairperson – Board of Supervisors

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11 day of November, 2025, by Virginia Cepero, Chairperson of the Board of Supervisors of AVENIR COMMUNITY DEVELOPMENT DISTRICT, a LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT PURSUANT TO Chapter 190, Florida Statutes, who:

☒ is personally known to me or
☐ has produced _____ as identification.

Notary Public – State of Florida

EILEEN VALDES JIMENEZ
MY COMMISSION # HH 632534
EXPIRES: January 28, 2029

Notary Seal: _____

EXHIBIT "A"

DESCRIPTION:

A PORTION OF TRACT R, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGES 21 THROUGH 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT R, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF TRACT RBE2, AS SHOWN ON SAID PLAT; THENCE NORTH 86°54'02" EAST ALONG THE SOUTH LINE OF SAID TRACT R, A DISTANCE OF 90.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 86°54'02" EAST ALONG THE SOUTH LINE OF SAID TRACT R, A DISTANCE OF 53.00 FEET; THENCE NORTH 03°05'58" WEST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 86°54'02" WEST, A DISTANCE OF 53.00 FEET; THENCE SOUTH 03°05'58" EAST, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN SECTION 15, TOWNSHIP 42 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

CONTAINING 3,180 SQUARE FEET OR 0.0730 ACRES, MORE OR LESS.

NOTES:

1. LEGAL DESCRIPTIONS AND SKETCHES OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND ORIGINAL SEAL, OR THE AUTHENTICATED ELECTRONIC SIGNATURE AND SEAL, OF A FLORIDA LICENSED PROFESSIONAL LAND SURVEYOR AND MAPPER.
2. ADDITIONS OR DELETIONS TO LEGAL DESCRIPTIONS AND SKETCHES BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 86°53'58" WEST ALONG THE WELL-ESTABLISHED AND MONUMENTED SOUTH LINE OF TRACT R, AVENIR PARCEL D, AS RECORDED IN PLAT BOOK 137, PAGES 21 THROUGH 27 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), AS PUBLISHED BY PALM BEACH COUNTY.
4. COORDINATES SHOWN HEREON ARE RELATIVE TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) IN U.S. SURVEY FEET.
5. THE "LAND DESCRIPTION" SHOWN HEREON WAS PREPARED BY THE SURVEYOR.
6. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH. REFERENCE SOURCE DRAWING: SPECIFIC PURPOSE SURVEY 7955 TRAFFIC SIGNAL EASEMENT TRACT R SURVEY (7955-SPS TSE TRACT R.DWG), DATED 5/16/2025, REVISED 06/10/2025.
7. TITLE COMMITMENT NOTES WERE PREPARED BY FIRST AMERICAN TITLE INSURANCE, COMMITMENT NO. 110734646, REVISION 4 (REVISED AND UPDATED AUGUST 21, 2025), DATED: AUGUST 19, 2025 @ 8:00 A.M., HAS BEEN REVIEWED BY THIS OFFICE, AND ALL ENCUMBRANCES THAT AFFECT THE PROPERTY ARE SHOWN OR NOTED HEREON. NO SEARCH OF THE PUBLIC RECORDS HAS BEEN PERFORMED BY THIS OFFICE. IT IS POSSIBLE THAT THERE ARE DEEDS OF RECORD, UNRECORDED DEEDS, EASEMENTS, RESTRICTIONS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY WHICH ARE UNKNOWN TO THE SIGNING SURVEYOR AND ARE NOT SHOWN ON THIS SURVEY.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON AUGUST 25, 2025. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN RULE 5J-17, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

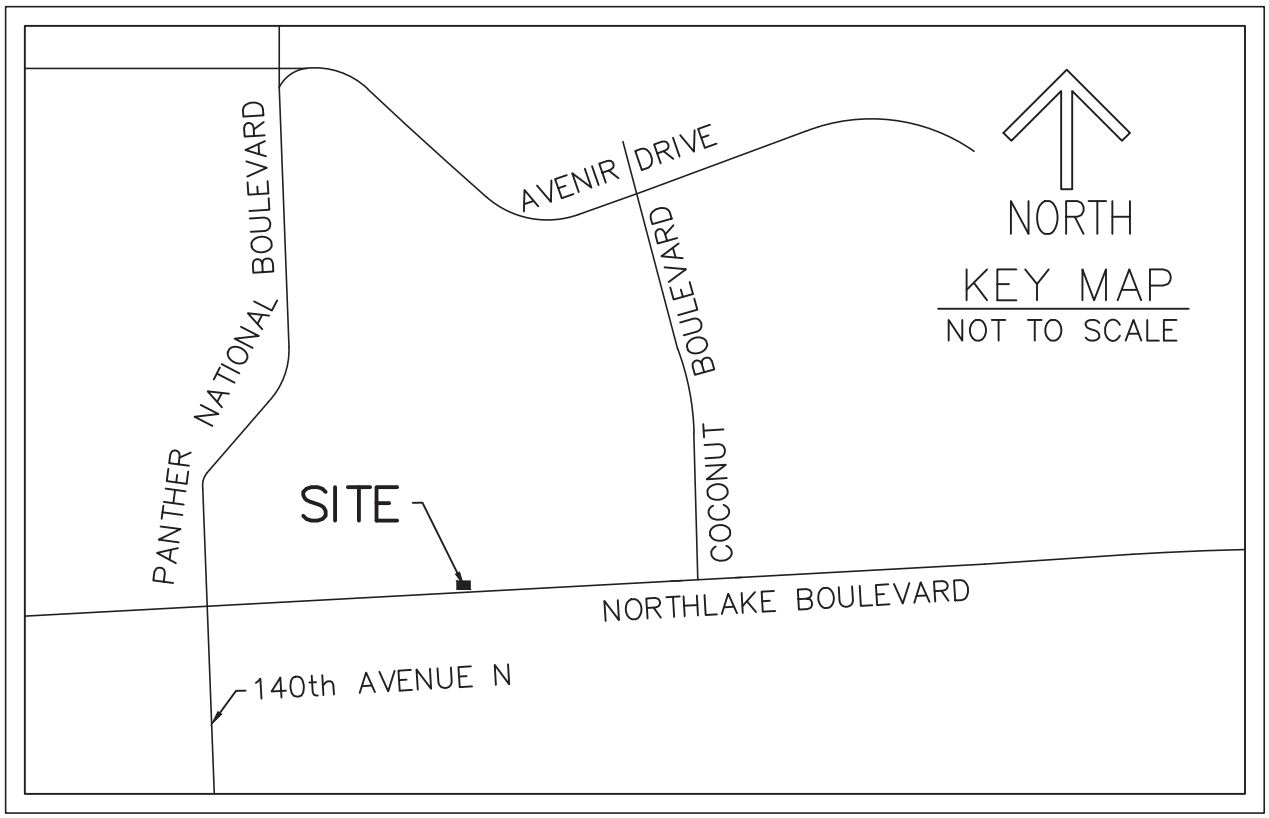
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991

POD D DRIVEWAY
TRAFFIC SIGNAL EASEMENT
SKETCH OF DESCRIPTION

SCOTT R. LANGFORD
PROFESSIONAL SURVEYOR
AND MAPPER
SURVEYOR NO. LS7623
STATE OF FLORIDA
LB 3591

DATE	08/25/2025
DRAWN BY	sl
CK BY	dr
SCALE	N/A
JOB NO.	7955-TSE

EXHIBIT "A"



NOTES
COORDINATES, BEARINGS AND DISTANCES

COORDINATES SHOWN ARE GRID
DATUM = NAD 83 (90 ADJUSTMENT)
ZONE = FLORIDA EAST
LINEAR UNIT = U.S. SURVEY FEET
COORDINATE SYSTEM 1983 STATE PLANE
TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND, UNLESS NOTED OTHERWISE
SCALE FACTOR = 1.000010751
GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE
BEARINGS AS SHOWN HEREON ARE GRID DATUM,
NAD 83 (90 ADJUSTMENT), FLORIDA EAST ZONE.

LEGEND:

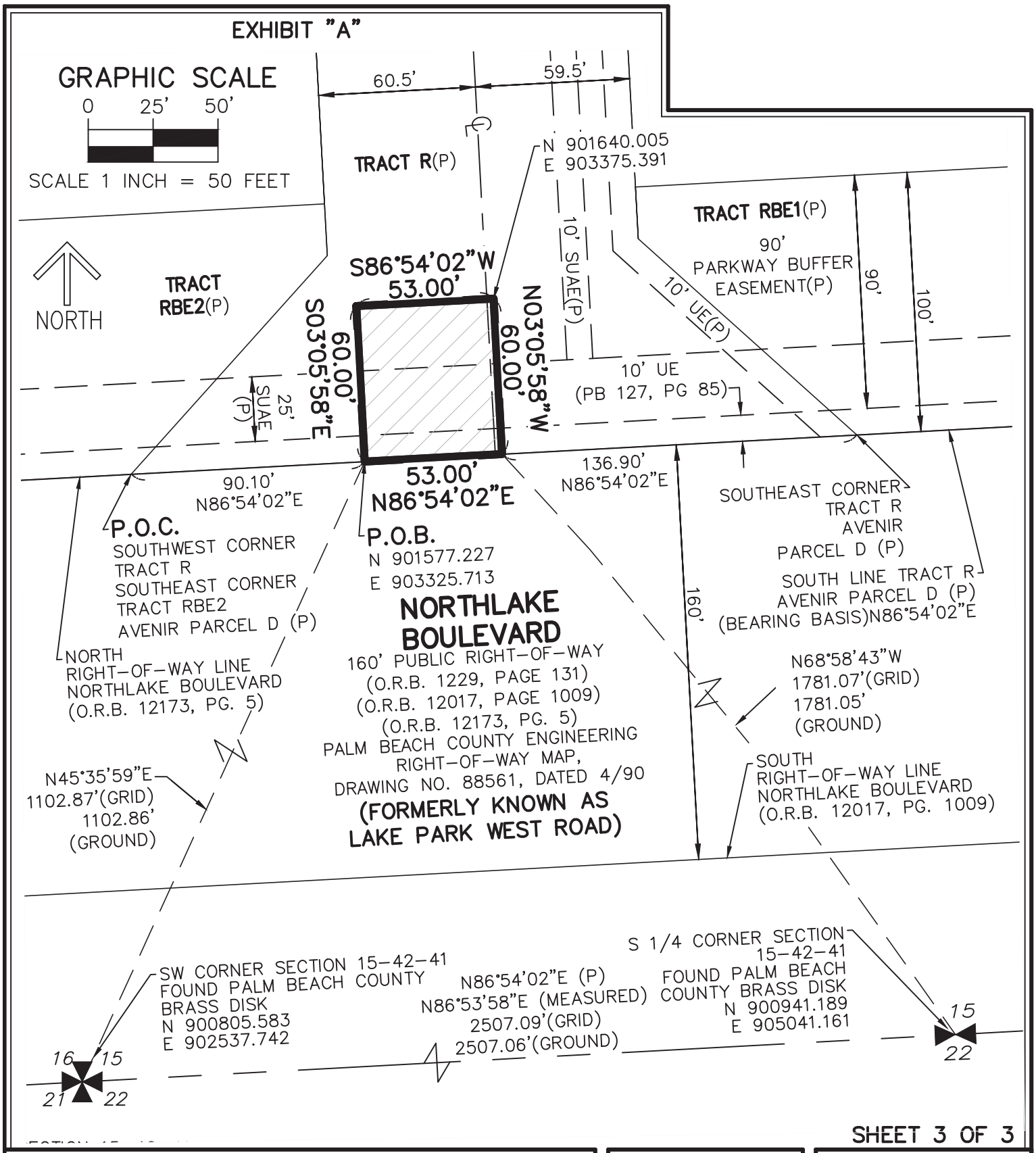
LB – LICENSED BUSINESS
O.R.B. – OFFICIAL RECORD BOOK
SUAE – SEACOAST UTILITY AUTHORITY EASEMENT
U.E. – UTILITY EASEMENT

℄ – CENTERLINE
(P)–AVENIR, PARCEL D, RECORDED IN PLAT BOOK 137, PAGES 21–27, PALM BEACH COUNTY PUBLIC RECORDS

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)–392–1991

DATE	08/25/2025
DRAWN BY	sl
CK BY	dr
SCALE	N/A
JOB NO.	7955–TSE

POD D DRIVEWAY
TRAFFIC SIGNAL EASEMENT
SKETCH OF DESCRIPTION



SHEET 3 OF 3

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE – SURVEYING
7900 GLADES ROAD – SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991

DATE	08/25/2025
DRAWN BY	sl
CK BY	dr
SCALE	1" = 50'
JOB NO.	7955-TSE

POD D DRIVEWAY
TRAFFIC SIGNAL EASEMENT
SKETCH OF DESCRIPTION

CFN 20250403341
OR BK 36129 PG 407
RECORDED 11/13/2025 2:33 PM
AMT: $1,154,850.00
DEED DOC $8,084.30
Palm Beach County, Florida
Michael A. Caruso, Clerk
Pgs: 407 - 408; (2pgs)

This instrument prepared by:
Return to:
Tyrone T. Bongard, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401

PCN: 52-41-42-10-06-023-0000
52-41-42-10-06-012-0000

[Space Above This Line for Recording Data]

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED (the "Deed") is made this 10 day of November, 2025, from AVENIR DEVELOPMENT, LLC, a Florida limited liability company ("Grantor"), with an address at 777 South Flagler Drive, Suite 500 East, West Palm Beach, Florida 33401, to AVENIR COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes ("Grantee"), with an address at 2501 Burns Road, Suite A, Palm Beach Gardens, Florida 33410.

W I T N E S S E T H:

THAT Grantor, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has or may have in and to the following described real property (the "Property") located and situate in the County of Palm Beach and State of Florida, to wit:

> Tracts W and LM of AVENIR - POD 11, according to the Plat thereof as recorded in Plat Book 138, Page 99, of the Public Records of Palm Beach County, Florida.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record; taxes and assessments for the year 2026 and subsequent years; and all applicable zoning ordinances and/or restrictions and prohibitions imposed by appropriate governmental authorities, if any.

TO HAVE AND TO HOLD the same in fee simple forever.

GRANTOR does warrant and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[signature page follows]

[Signature Page to Special Warranty Deed]

IN WITNESS WHEREOF, the Grantor has caused this Deed to be executed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Print Name: Eileen Valdes Jimenez
Address: 550 Biltmore Way #1110 Coral Gables, FL 3313

Print Name: Michele Ray
Address: 550 Biltmore Way, #1110 Coral Gables, FL 3313

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

By: _____
Name: Rosa Eckstein Schechter
Title: Vice President

STATE OF FLORIDA)
) ss.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of November, 2025, by Rosa Eckstein Schechter, Vice President of Avenir Development, LLC, a Florida limited liability company, on behalf of the company, who ☒ is personally known to me or who ☐ has produced _____ as identification.

EILEEN VALDES JIMENEZ
MY COMMISSION # HH 632534
EXPIRES: January 28, 2029

_____
Notary Public – State of Florida

Notary Stamp/Seal: _____

ACTIVE:38607216.2

CLOSING STATEMENT

DEVELOPMENT: AVENIR DEVELOPMENT, LLC, a Florida limited liability company

DISTRICT: AVENIR COMMUNITY DEVELOPMENT DISTRICT

PROPERTY: Tracts W and LM, Avenir - Pod 11
Palm Beach County, Florida

CLOSING DATE: November 10 2025

	CREDIT DISTRICT	CREDIT DEVELOPMENT
Purchase Price (7.699 acres x $150,000.00)		$ 1,154,850.00
SUBTOTALS		$ 1,154,850.00
CASH TO CLOSE		$ 1,154,850.00

EXPENSES	CHARGE DISTRICT	CHARGE DEVELOPMENT
Closing Fee (FATIC)	$ 750.00	
Search and Exam Fee - (FATIC)	$ 400.00	
Owner's Title Premium (FATIC)	$ 5,462.25	
Documentary Stamp Tax on Deed	$ 8,084.30	
Record Special Warranty Deed	$ 24.70	
TOTAL:	$ 14,721.25	

RECAPULATION

Purchaser		
Cash to Close	$ 1,154,850.00	
Plus Expenses	$ 14,721.25	
Net Cash due From District	$ 1,169,571.25	
Seller		
Cash to Close		$ 1,154,850.00
Net Cash Due Development		$ 1,154,850.00

RECEIPTS

1. From Purchaser in the amount of	$ 1,169,571.25
TOTAL RECEIPTS	$ 1,169,571.25

DISBURSEMENTS

1. Palm Beach County Recorder's Office	$ 8,109.00
2. Avenir Development, LLC	$ 1,154,850.00
3. First American Title Insurance Company	$ 6,612.25
TOTAL DISBURSEMENTS	$ 1,169,571.25

[SIGNATURES APPEAR ON NEXT PAGE]

THIS CLOSING STATEMENT EXAMINED AND APPROVED, and Purchaser and Seller authorizes disbursement in accordance herewith this 10th day of November, 2025.

SELLER:

AVENIR DEVELOPMENT, LLC, a Florida limited liability company

By: Rosa Eckstein Schechter
Rosa Eckstein Schechter, Vice President

PURCHASER:

AVENIR COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Virginia Cepero
Its: Chairperson - Board of Supervisors

38606855.1

TITAN STONE, LLC
171 NW 16th Street | Pompano Beach, FL 33060 | Tel: 954.316.0272

Prepared For	Avenir CDD	
Reference	11-314	
Project	POD 21 Entry Monument	10/21/2025
Attn:	Keith & Kimberly O'Brien	CR-1 Add Riser & Cap

Thank you for the opportunity to present to you the following scope and pricing for your consideration.

Scope & Pricing		Cost
CR 1	Add stone riser at basin wall and stone cap at thick section of basin structure	$8,597.00

Matthew Teston







R&B Pressure Cleaning, LLC

16245 Orchard Dr
Westlake, FL 33470-7044 USA
pressurcleaningr@gmail.com



Estimate

ADDRESS
Keith O'Brian
Avenir Community Development District
2501 A Burns Road
Palm Beach Gardens, FL 33410
US

ESTIMATE	1062
DATE	11/12/2025
EXPIRATION DATE	12/31/2025

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Commercial Exterior Cleaning	Main entry features and gazebos (east & west)	1	2,850.00	2,850.00
	Commercial Exterior Cleaning	Entryway at Coconut- Both entry features	1	1,950.00	1,950.00
	Commercial Exterior Cleaning	Avenir clubhouse coral retaining walls and monument	1	725.00	725.00
	Commercial Exterior Cleaning	Avenir pump station exterior clean	1	1,325.00	1,325.00

If there are any modifications needed before holiday events, please advise so we may adjust accordingly

SUBTOTAL	6,850.00
TAX	0.00
TOTAL	**$6,850.00**

Accepted By

Accepted Date

Monthly Managers Report
November 27, 2025

Date of Report: 11/12/2025 *Submitted by: Richard Salvatore*

- ***Completed Tasks***
  - Installation of all holiday lighting, including a menorah in front of the clubhouse and holiday tree in the Avenir Drive Traffic circle, has been completed.
  - Signage for rules & policies has been posted in the Tennis courts, Pickleball courts, Gym, and Aerobics room.
  - Repair of an intermittent fault, causing some tennis lights and some pickleball lights to not function, has been corrected. Contactors, breakers, timers replaced.
  - Complete cleaning and repaint of all front and back clubhouse "entrance areas" has been completed.
    - Power-washing and painting of the walls and pillars of the main entry.
    - Power-washing, cobwebbing, painting, and resealing of the attached pavilion and rear entrance.
  - "Library" area in the clubroom has been set up, including a small bookshelf, console table, and a small assortment of books, as was highly demanded by residents.
  - Coffee station is now installed and functional in the clubroom.
  - Replacement of the pump seal, causing an intermittent failure of the circulation pump, for the main pool has been completed.
  - The large dead palm in the clubhouse roundabout has been removed and replaced.
  - The previously board approved upgrade of landscaping material in front of the pickleball courts has been completed.

- ***Ongoing Tasks***
  - Outlets around all the trees which will be lit for the holidays are being installed/repaired/upgraded in time for the holiday turn on.
  - Access control expansion project has began
    - Additional touch point being added to the front door.
- ***Future Items / Items For Consideration***
  - Proposal from automatic access to add additional security cameras on the exterior of the clubhouse, increasing monitoring and security of amenities.
    - ***~ $21,068 for all material and Labor***
  - Proposals for spare pumps for the coconut entry feature have been received. 2 Proposals; 1 for exact matches, 1 for cheaper options with exact same specs and footprint. **PUSH TO 25-26**
    - Exact Matches: **$13,387** for (4) 3HP Pentair pumps
    - Alternate Option: **$5,010** for (4) 3HP XtremePower US Pumps
    - ***Per boards recommendation; Working to get a proposal to see if retrofitting is possible, so ALL fountain pumps are the same size/brand for easy stock keeping.***

- Troubleshooting to identify faulty exterior lights has been completed. 27 in total were identified. **PUSH TO 25-26**
    - Quote received from Boston Electric: **$9,656**
    - ***Pushing until 2025-2026 budget year due to budget constraints.***

- ***Resident Recommendations***
    - Residents have recommended the addition of "Gym Rules", "Tennis Rules", and "Pickleball Rules" signage in the corresponding areas to help with policy adherence, self policing, and fair usage of amenities.
        - Proposal attached for each individual sign.
    - Residents have recommended the addition of a small "library" where community books can be purchased, donated, and placed for resident enjoyment while they use the facility.
        - A small bookshelf has been found and awaiting delivery.
        - Bookshelf/entertainment center will double as the countertop for the coffee station.

- ***Board Recommended Items***
    - Internal audit of all active ID cards vs current homeowners:
        - Proposed solution: A once per year requirement for all current/active homeowners to have to update their OCI/Clubhouse Registration form to ensure active ownership.
        - We will send out and blast out community updates informing homeowners that we will deactivate all ID cards, and only reactivate once homeowner stops in and updates registration/verifies current ownership.
        - Deactivation date? Dec 1? Jan 1?
- ***Fitness Profit Sharing***
    - We are actively exploring the option of replacing the current fitness vendor, a profit share will be worked into any agreement with the new vendor.
    - If we stay with the current vendor, a 10% profit share will go into effect January 1, with board approval of percentage and District revision of current agreement.

Lifestyle Directors Report

Date of Report 11/12/2025 *Submitted by: Patrice Chiaramonte*

Pickled Pink – 2nd Annual Breast Cancer Awareness Tournament

October 11, 2025

Avenir and Play Academy, hosted its 2nd Annual "Pickled Pink" Tournament in honor of Breast Cancer Awareness Month. Residents came together for a fun day of pickleball, community spirit, and pink pride in support of a great cause.





Pumpkin Palooza

October 18, 2025

Over 150 kids and parents attended our annual Pumpkin Palooza! Families enjoyed a festive pumpkin patch, carnival rides, games, music, food, and golf cart and costume contest!









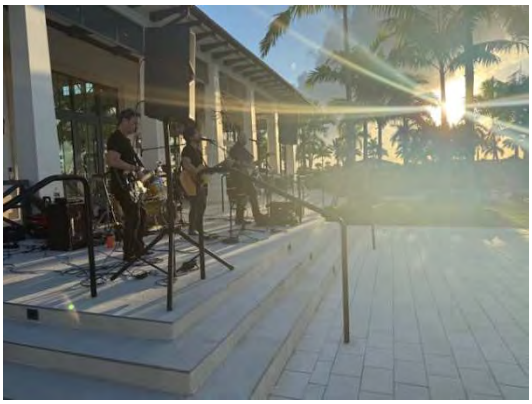




Adult Happy Hour & Live Music

October 24, 2025

Approximately 50 patrons enjoyed an evening of live music, a cash bar, food, and yard games during our fall happy hour at the clubhouse.





Motown Night

November 7, 2025

50 patrons attended our Motown-themed evening featuring live music, a cash bar, and dancing. The event brought classic Motown energy to the clubhouse for a fun night of nostalgia and entertainment.





Candyland Tennis Event

November 9, 2025

Children participated in a colorful Candyland-themed tennis event hosted by Play Academy. Kids learned tennis skills and enjoyed sweets and candy-themed fun after their lessons.





Field Operations Manager Report

Date Submitted: 11/12/25 *Submitted by: Jorge Rodriguez*

Completed Tasks

- Pressure washing of all sidewalks, curbs, playgrounds, and pool deck was completed in the month of October and November
- Both entry fountains have received a deep cleaning including a vacuuming and a flush.
    - This has been added as a monthly item.
- A deep cleaning has been completed In the gym and aerobics room.
    - This includes a full wipe down and sanitation of all equipment, cleaning of air vents, moving and cleaning under and inside machines, and steam cleaning the gym flooring.
- A full power washing and repaint of the clubhouse entry points has been completed, elevating the clubhouse appearance in time for the “busy season”

Weekly Projects

- All garbage cans outside the clubhouse, within tennis and pickleball courts, and down Avenir Drive and Northlake Blvd are emptied and cleaned as needed.
- All exterior light fixtures are inspected nightly, and Interior lights are inspected daily.
- The 6 Clay Tennis Courts are raked and rolled thrice weekly. (Mon, Wed, Fri)
- All 8 hard floor Tennis Courts and pickleball courts are blown daily to clean debris.
- All Clubhouse grounds, including parking lots, sidewalks, pool deck, playgrounds, etc., are blown daily.
- The playgrounds are being pressure washed monthly. All the equipment is thoroughly checked and tightened weekly. Inspections are completed daily upon opening.
- All pools, splash pad, spa, and fountains are maintained daily to FL DoH standards.
- All the outside recessed lighting covers have been removed and cleaned, removing all bugs and webs.

October 23, 2025

Board of Directors
Avenir Community Development District
2501 Burns Rd., Suite A
Palm Beach Gardens, FL 33410

1806 Old Okeechobee Road
Suite A
West Palm Beach, FL 33409
Ph: 561-581-8800
www.epicforensics.com

Re: Agreement for Professional Engineering Services - Property Condition Assessment 558 Turnover Report

Dear Board of Directors:

Epic Forensics & Engineering, Inc. ("Epic") is pleased to submit this letter agreement (the "Agreement") to **Avenir Community Development District** ("District" or "Client") for providing professional engineering services. Our project understanding, scope of services, schedule, and fee are below.

PROJECT UNDERSTANDING

The District has determined the need for a Property Condition Assessment ("PCA") 558 Turnover Report ("Report"), concerning the condition of real property located at 12255 Avenir Drive, Palm Beach Gardens, Florida 33412 consisting of a commercial kitchen, kid's room, event hall, fitness center, eight (8) tennis courts, six (6) pickleball courts, resort-style pool, parking lot, sidewalks, and other site amenities (hereinafter collectively referred to as the "Property", outline in **Figure 1**). The Property was constructed by Kast Construction.

In accordance with Chapter 558 of the Florida Statutes, this PCA Report will be used to place the parties associated with the design and construction of this Property on notice of construction/design defects present at the Property.



Figure 1: Limits of Property

Based on this understanding, we offer to perform the following scope of services:

SCOPE OF SERVICES

Task 1 - Property Condition Assessment and Engineering 558 Report

Property Condition Assessment:

Epic will perform a non-intrusive PCA (in general accordance with ASTM E2018, "Standard Guide for Property Condition Assessments: Baseline Property Condition Assessment Process") of the common elements and interior units of the Property and shall prepare a written professional engineering report concerning the condition of the Property. In addition to the requirements of ASTM E2018, professional civil, structural, and mechanical engineers, licensed in the State of Florida, will be assigned to assess these systems of the Property.

Epic will review construction documents provided by the District pertaining to the development of the Property. Specifically, we will review the available As-Built or Record Drawing sets of civil, architectural, landscape, life safety, interior design, structural, waterproofing, glass/glazing, mechanical, electrical, plumbing, fire alarm, fire sprinkler plans, and specifications as provided by the District. Epic shall, whenever possible, obtain representative sample photographs of deficient conditions reported and/or observed to exist.

Epic will perform the following:

- Determine if the construction plans are the Record Drawing set of plans, and if all applicable sheets appear to be present.
- Identify in the PCA Report any apparent missing construction plan sheets.
- If authorized by the District, and as an additional service, Epic will request copies of available plans and permit documents which are on file with the local Building Department, and then organize and scan any hardcopies of provided documents in order to provide the Client with electronic copies of all obtained documents in Adobe Acrobat "PDF" format for easy storage, access and document preservation.

The PCA shall consist of the following:

- Review the permitted construction plans and specifications for the Property.
    - Code Compliance: General code compliance for architectural, structural, mechanical, electrical, plumbing, fire and life safety requirements of the Florida Building Code. Code compliance will be reported for visible areas only.
    - Plan Deviations: Identification of observable deviations from the plans and specifications provided to Epic by the District.

- Examine applicable codes and life safety codes under which the building permit was issued and subsequent changes to the Codes, if relevant. Identification of instances of non-conformance in connection with applicable ADA Guidelines on those portions of the Property reviewed by Epic.
- Examine the list of deficiencies suspected to exist as furnished by the District.
- Perform a visual review of readily accessible areas for the basic common elements and the exterior and interior portions of the Property, as well as the building roof systems.
- Document observed conditions and representative deficiencies at the time of our evaluation using photographs, thermal imaging, field notes and/or sketches, as appropriate.

Visual Observations:

The foregoing assessment shall consist of a review of the following applicable elements:

- Site Civil: Paving, sidewalks, curbing and drainage, not to include elevation studies.
- Structural Systems: Structural and non-structural cracks, areas of identified moisture penetration, firewall sample and evaluation, balconies, balcony railing post interaction with the slab, shear walls, columns, parapet wall truss system floors and ceilings.
- Mechanical, Electrical and Plumbing system ("MEP"): Installation, heating and cooling systems, pipe insulation, ventilating systems, exterior lighting, pumps and boilers.
- Fireproofing Elements: NFPA violations, fire alarm system observations, and fire sprinkler system. Visible holes or penetrations in fire rated walls or chases.
- Roofing: Membrane, flashing, equipment and pipe penetrations.
- Waterproofing Systems: Planters, paver areas, areas of identified moisture penetration, moisture staining, roofing system, flooring, parapets, joints, sealants and paints.
- Façade: Application, appearance and condition of stucco and paint on exterior of the building and structures.
- Glass and Glazing: Windows, sliding glass doors and railings. Application, appearance and condition of glazing beads around exterior windows and doors.
- Means of Ingress and Egress: Exit facilities, egress paths, security doors and signage.

Non-Destructive / Non-Invasive Observations:

At **no additional charge**, Epic will perform various non-destructive evaluations during our onsite work, which may consist of one or more of the following:

- Using thermal imaging equipment, Epic will perform a preliminary reconnaissance survey consisting of the pump motors that are running at time of the evaluation.
- Perform reconnaissance exterior façade stucco "soundings" of the ceilings and walls on the stucco surfaces of varying structures at readily accessible locations.
- For the Clubhouse pools, Epic will visually assess the pool shell and utilize acoustical leak detection equipment. A licensed engineer certified diver can be used to perform the underwater investigation, if requested, as an Additional Service.
- For the window and door openings in the clubhouse, guardhouse and tennis court center (not including residential buildings), a preliminary non-destructive reconnaissance survey for thermal imaging will be performed.
- Epic will perform a photometric point review ("Point Survey") of the Property at the following locations:
    - Up to ten (10) light readings will be taken at the clubhouse, specifically along the egress paths, parking lot, tennis courts, and pool deck area (if kept open at night to the community).

Engineer's Report:

The Engineer's Report ("Report") is intended to describe the following, as applicable:

- Observed construction/design deficiencies, with their approximate locations.
- Observed conditions of poor workmanship or use of improper materials found on the Property.
- Observed deviations from the permitted set of plans and specifications based on the construction of the Property.
- Observed condition of improper pre-turnover developer maintenance.
- The deficiencies for which each discipline is being placed on Chapter 558 Florida Statute notice.
- Identify the discipline to which the related deficiency pertains to.

- Specify the criterion which, in Epic's opinion, substantiates the construction/design defect observed.

Observed deficiencies will be compiled into a List of Deficiencies ("LOD") matrix for comparison and analysis. The list of deficiencies matrix will contain the significant physical deficiencies that should be addressed by the General Contractor and relative parties associated with the construction design and construction of the Property. Ordinary maintenance items affecting the site and the building are outside the scope of this condition assessment. Each deficiency is categorized as one or more of the following types:

- *Defect:* Incorrect or incomplete work, poor workmanship, or design errors.
- *Deviation:* Non-compliance with plans, specifications, shop drawings, manufacturer standards, industry standards, field change or substitution from permitted plans and specs, including items acceptable by code but of a lower quality or reduced life expectancy.
- *Code Violation:* Non-compliance with applicable building codes including referenced standards.
- *Improper Pre-Turnover Maintenance:* Failure to maintain elements of the property prior to turnover.

If required, figures will be included in the Report to describe the extent of the deficiency observed during the PCA.

Testing, measuring, or preparing calculations for any system or component to determine adequacy, detailed measurement and comparison to original contract documents for sizes of units or other building spaces, elements or areas is not included in the Scope of Work. Verification of the adequacy of in-place construction of hidden building elements, components, original design and capacities is beyond the Scope of Work. The District understands and agrees that Epic was not involved during the original design and construction phase of this Property and is not in a position to determine the quality, accuracy and code compliance of the hidden Property components. The Report will be based upon the visual observation of the readily accessible, observable, and exposed areas of the Property. Epic is to rely on the District for the history and frequency of previously occurring deficiencies prior to Epic's PCA.

Based on the findings from the PCA, Epic will submit a Progress Report to the District's attorney (in Adobe Acrobat "PDF" format) which summarizes the observed/reported deficient conditions. The Progress Report will include representative photographs of described deficiencies, where possible. The District will retrieve the Progress Report from the District's attorney. The Progress Report is for the District's review and discussion. Epic will attend up to one (1) onsite meeting to

discuss the Progress Report. After attending the onsite meeting, Epic will address up to one (1) round of reasonable comments to the Progress Report. Any additional revisions requested in excess of the amount specified in the contract will be billed as additional services. Once the comments have been addressed/incorporated, Epic will submit two (2) signed and sealed copies of the Signed Report to the District along with a digital copy in Adobe Acrobat "PDF" format.

If requested, and as an additional service, Epic will provide the District's property manager with summary updates approximately every two weeks via email to the email address(es) provided by the District, with copies to the District's attorney. The intent of the summary updates is to state the work already performed, being performed, and to be performed by Epic during the PCA walkthrough.

Epic shall designate a Project Manager as the District's contact for this project, who will be responsible for all project-related communications with the District and the District's attorney.

Task 2 – On Call Additional Services

Any services not specifically provided for in the above Scope of Services will be considered as Additional Services.

Epic and the District desire to set forth the general terms and conditions whereby Epic will, from time to time, be engaged to provide additional services to the District. The particulars of each such engagement being set forth will be performed hourly, as per our then-current rate schedule, or as otherwise described in either an executed Individual Project Order ("IPO") or in email correspondence with the District or its designated representative. A copy of our "2025 Hourly Rate Schedule" is attached. Authorization, direction and/or requests to perform additional services received by Epic via IPO, phone call and/or email correspondence shall be considered approval to proceed with performing the subject Additional Services and shall be covered under this Task.

Task 2 is considered as Additional Services, and costs associated with it shall be in addition to those described herein for Task 1.

CLIENT PROVIDED INFORMATION

The following shall be provided by the District at least two (2) weeks prior to the initial site visit. We shall be entitled to rely on the completeness and accuracy of all information provided by the District.

- An approved and executed copy of this Agreement, prior to the start of services.
- A list of deficiencies, in writing, suspected to exist and unit owner complaints prior to the commencement of the on-site assessment.
- Access to the Property and on-site parking in a location that Epic can access their vehicles throughout the day during normal business hours, including access to concealed portions of the structure, if in the judgment of Epic, that are necessary in order to proceed with the assessment.
- Up to two (2) FOB keys and/or building keys to access locked doors and gates or full-time building staff to escort each assessment group to provide access to the Property during normal business hours, including providing access to concealed/locked portions of the Property that, in the judgment of Epic, are necessary in order to proceed with the assessment.
- Furnish to Epic all existing studies, reports and other available data and services of others pertinent to the Property and use reasonable efforts to obtain additional reports and data as required.

SCHEDULE

We will provide our services as expeditiously as practicable to meet a mutually agreed-upon schedule. The fees provided herein are based on the following schedule and conditions:

- Field work will commence within two (2) weeks after receiving the following items, as specified in the "Client Provided Information" portion of this Agreement:
  - An approved and executed copy of this Agreement, signed by both parties.
  - The District providing Epic with a list of known defects, in writing.
  - The District providing Epic with the set of building plans provided to the District by the Developer.
- The Progress Report will be submitted to the District's attorney within one hundred and twenty (120) days following receipt of all "Client Provided Information." Review of any provided information received by Epic after the commencement of field work shall be considered as Additional Services.

- The Signed Report will be submitted within two (2) weeks of receiving the District's Progress Report comments in writing.

FEES

Task 1 – Property Condition Assessment and Engineering 558 Report

Epic will perform the Scope of Services in Task 1 for a lump sum engineering labor fee with regards to the services that Epic is to provide:

- Evaluation and Reporting:
  - Construction Document Review
  - Architectural
  - Civil
  - Structural
  - Waterproofing
  - Mechanical
  - Electrical
  - Plumbing
  - Fire Sprinkler
  - Glass and Glazing

- Nondestructive Testing:

  - Cursory Thermographic infrared imaging of pump motors.
  - Exterior façade stucco "soundings" of the ceilings and walls of the Property.
  - Preliminary pool leak detection.
  - Lighting Point Survey.

Task 1: $16,900

Task 2 – On Call Additional Services

Epic will perform the Services in Task 2, Additional Services, on a labor fee plus direct reimbursable expense basis. Labor fees will be billed on an hourly basis, portal-to-portal, in accordance with the attached 2025 Hourly Rate Schedule (or our then-current rate schedule during a later time of service), or as otherwise described in either an executed Individual Project Order ("IPO") or in email correspondence with the District or District's agent(s).

BILLING

Fees will be invoiced monthly based on a percent-complete of work performed for the monthly billing cycle. The invoice will incorporate the actual amount of services performed and expenses incurred. Payment will be due within 25 days of the District's receipt of the invoice.

In order to commence our services, we will require a retainer of **$ 2,500**. This retainer will be held on account and applied towards the last invoice on the project. Please note that Epic cannot issue any signed and sealed documents if there are any overdue invoices. All sums due to Epic shall be paid before signed and sealed documents are needed and Client shall therefore plan accordingly.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. With the exception of lump sum services, a percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, overhead, in-house reproduction, postage, supplies, and project-related computer time. A mileage reimbursement rate equivalent to that of the current Federal standard rate will be added to each invoice, when applicable. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the District. Final deliverables cannot be released if any accounts receivable is outstanding on the project.

Sometimes another party to a transaction agrees to pay our fees, or a court may order our client's adversary to pay all or a part of its legal fees and costs. However, in such case our client remains primarily liable for payment of all fees and costs. Any amounts received from others will be credited to the client's account.

Epic, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. **Please provide the following information:**

Please email all invoices to _____

REQUEST FOR INFORMATION

Please return this information with your signed contract; failure to provide this information could result in delay in starting your project

Mailing Address for Invoices	
On-Property Contact	
On-Property Contact's Phone	
On-Property Contact's E-Mail	
Contact for Billing Inquiries	
Billing Contact's Phone	
Billing Contact's E-Mail	
PM Attorney's Name	
PM Attorney's Law Firm	
PM Attorney's Phone Number	

Property Identification

Street Address	
County in which Property is Located	

Property Board Identification

President Name(s)	
Vice President Name(s)	
Number of Board Members	

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to **Epic Forensics & Engineering, Inc.**, and "Client" shall refer to **Avenir Community Development District.**

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute two copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. We will commence services only after we have received a fully-executed Agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

To ensure proper set up of your projects so that we can get started, **please complete and return with the signed copy of this Agreement the attached Request for Information**. Failure to supply this information could result in delay in starting work on your project.

We appreciate the opportunity to provide these services to you. Please contact me at 561-581-8800 if you have any questions.

Respectfully submitted,
EPIC FORENSICS & ENGINEERING, INC.
Registry 30519

By: _____
Jillian Churik, P.E.
Project Manager

Attachments – 2025 Hourly Rate Schedule;
Standard Provisions;
Photograph Sheets.

Agreed to this _____day of _____, 2025.

Avenir Community Development District

By: _____
(Signature)

_____
(Print Name and Title)

_____
(Email Address)

Attest: _____
(Signature)

_____
(Print Name and Title)

_____
(Email Address)

2025 HOURLY RATE SCHEDULE *

CLASSIFICATION	RATE
Administration Support Staff	$110 - $135
Technician	$150 - $170
Analyst / Professional	$195 - $220
Project Manager	$190 - $235
Professional Engineer, P.E.	$240 - $260
Senior Professional, P.E.	$265 - $300
Associate	$305
Executive Director / Principal	$350

NOTES:

1. Preparation for Mediation, Deposition, Testimony and Trial, will be billed at 1.25 times the billing rates based on the above classifications and rates.

2. Attendance for Mediation will be billed at 1.25 times the billing rates based on the above classifications and rates.

3. Attendance for Deposition, Testimony and Trial, will be billed at 1.50 times the billing rates based on the above classifications and rates.

4. Evidence storage fees and specialized equipment fees will be charged as applicable.

**Rates stated are subject to annual increase.*

(1) **Consultant's Scope of Services and Additional Services**. The Consultant's undertaking to perform professional services extends only to the services specifically described in this Agreement. However, if requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
(a)We strive to provide our services in the most cost-effective manner possible. We utilize support staff in those situations where we deem it appropriate and in your interest. We may find it to your benefit to obtain input from multiple team members. Utilizing intra-office conferences, we can efficiently share ideas and communicate information. Therefore, you may see billing for more than one team member on the same day.

(2) **Client's Responsibilities.** In addition to other responsibilities described herein or imposed by law, the Client shall:
(a) Designate in writing a person to act as its representative with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
(b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project including all numerical criteria that are to be met and all standards of development, design, or construction.
(c) Provide to the Consultant all previous studies, plans, or other documents pertaining to the project and all new data reasonably necessary in the Consultant's opinion, such as site survey and engineering data, environmental impact assessments or statements, upon all of which the Consultant may rely.
(d) Arrange for access to the site and other private or public property as required for the Consultant to provide its services. Client agrees that if Consultant must wait more than fifteen (15) minutes for pre-arranged access, the wait time may be charged as an Additional Service at the discretion of the Consultant.
(e) Review all documents or oral reports presented by the Consultant and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the Consultant.
(f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary for completion of the Consultant's services.
(g) Cause to be provided such independent accounting, legal, insurance, cost estimating and overall feasibility services as the Client may require.
(h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the scope, timing, or payment of the Consultant's services or any defect or noncompliance in any aspect of the project.
(i) Bear all costs incidental to the responsibilities of the Client.

(3) **Period of Services.**
(a) Unless otherwise stated herein, the Consultant will begin work timely after receipt of a properly executed copy of this Agreement and any required retainer amount. This Agreement is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than 90 days (cumulatively), Consultant's compensation shall be renegotiated.

(b) Failure to commence work within this timeframe may result in the automatic expiration of the terms and pricing detailed herein. Any delays beyond 90 calendar days may necessitate a review and potential adjustment of the project costs, subject to agreement by both parties.

(4) **Direct Reimbursable Expenses.** Direct Reimbursable Expenses are actual and reasonable non-salary costs incurred specifically in fulfilling the terms of this Agreement, such as:
(a) Travel, food and lodging, including automotive equipment rentals, fuel, maintenance, tolls, parking, mileage or per diem paid by the Consultant for personal expenses of only their own employees in accordance with their normal company policy.
(b) Communications, including telephone, facsimile, telegraph, postage, parcel post, airfreight and package express.
(c) Reproductions including photographs, prints and offset work.
(d) Outside professional service and laboratory charges, including those for surveys, photogrammetry, soils investigations and tests and other charges for engineers, surveyors, lawyers, sociologists, economists, model makers, architects, scientists and other specialists. Outside professional service and laboratory charges must be authorized in advance by the Client to be reimbursable.
(e) Rental charges for equipment, including, but not limited to, equipment owned by the Consultant at their established rates and for equipment rented from third parties by Consultant.
(f) Governmental fees and charges required to obtain documents related to the construction and maintenance of the subject property.
(g) Evidence storage.

(5) **Payment.** Compensation shall be paid to the Consultant in accordance with the following provisions:
(a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant for the duration of the project and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. Final deliverables cannot be released if any accounts receivable is outstanding on the project.
(b) If the Client fails to make any payment due to the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full and may commence proceedings, including filing liens, to secure its right to payment under this Agreement. To continue services after such late payment, Consultant may, in addition to any deposit paid prior to commencement of services, if any, at its sole discretion, require payment of an additional deposit to be applied to the final invoice.
(c) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant’s invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
(d) Client shall be responsible for any shortfall in the payment at the rate set herein for deposition by opposing counsel to the extent the full amount of such fees are not paid within thirty (30) days of receipt by opposing counsel of the Consultant’s invoice for such fees or in the event a court reduces the Consultant’s rate to a rate below those agreed to herein.
(e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client’s objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
(f) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees (including but not limited to in-house counsel), reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

(g) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(6) **Use of Documents.** All documents, including but not limited to drawings, specifications, reports, and data or programs stored electronically, prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use, partial use or reuse by the Client or others on extensions of this project or on any other project. Any modifications made by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization or adaptation by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code developed in the development of application code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client, and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern. Because data stored in electronic media format can deteriorate or be modified without the Consultant's authorization, the Client has 60 days to perform acceptance tests, after which it shall be deemed to have accepted the data.

(7) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(8) **Termination.**
(a) The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, or upon thirty days' written notice for the convenience of the terminating party. If any change occurs in the ownership of the Client, the Consultant shall have the right to immediately terminate this Agreement. In the event of any termination, the Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination. If the Consultant's compensation is a fixed fee, the amount payable for services will be a proportional amount of the total fee based on the ratio of the amount of the services performed, as reasonably determined by the Consultant, to the total amount of services which were to have been performed.
(b) In the event this Agreement is executed and subsequently canceled or indefinitely postponed by the Client, Board of Directors, Legal Counsel or any other authorized decision maker, whether for the entire contract or specific portions of the contract, a cancellation fee equal to ten percent (10%) of the total value of the canceled work will be applied. This fee is intended to compensate for costs incurred during the project setup, administrative efforts and scheduling impacts. The cancellation fee will be invoiced upon notice of cancellation and is payable within 25 days. Additional charges may apply for any work already

completed or expenses incurred prior to cancellation.

(9) **Insurance.** The Consultant carries Workers' Compensation insurance, professional liability insurance, and general liability insurance of $1,000,000. If the Client directs the Consultant to obtain increased insurance coverage, the Consultant will take out such additional insurance, if obtainable, at the Client's expense.

(10) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's undertaking herein or its performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(11) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent of the law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the services under this Agreement from any cause or causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or $50,000, whichever is less. Higher limits of liability may be negotiated for additional fee. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. This Section 11 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 11 shall require the Client to indemnify the Consultant.

(12) **Mutual Waiver of Consequential Damages**. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(13) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(14) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the Construction Industry Mediation Procedures of the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes whichever is less.

(15) **Hazardous Substances and Conditions.** In no event shall Consultant be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to professional analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of hazardous substances or conditions not contemplated in the scope of services of which the Consultant actually becomes aware. Upon such notice by the Consultant, the Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(16) **Construction Phase Services.**
(a) If the Consultant's services include the preparation of documents to be used for construction and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
(b) If the Consultant provides construction phase services, the Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor’s failure to perform its work in accordance with the contract documents.
(c) The Consultant is not responsible for any duties assigned to the design professional in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor’s general liability insurance policy.

(17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(18) **Confidentiality.** The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(19) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Provided, however, that any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(20) IT IS AGREED THAT PURSUANT TO FLORIDA STATUTE 558.0035, INDIVIDUAL EMPLOYEES HIRED BY CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE AND/OR DAMAGES RESULTING FROM NEGLIGENCE IN PERFORMING SERVICES UNDER THIS AGREEMENT.