

MINUTES OF MEETING
CANOPY
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Canopy Community Development District was held Wednesday, January 14, 2026 at 1:02 p.m. at the Canopy Amenity Center, 2877 Crestline Road, Tallahassee, Florida.

Present and constituting a quorum were:

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

Also present were:

Corbin deNagy	District Manager
Jennifer Kilinski	District Counsel
Mary Grace Henley	District Counsel <i>by telephone</i>
Laura Kalinoski	Lifestyle Director
Several Residents	

FIRST ORDER OF BUSINESS

Roll Call

Mr. deNagy called the meeting to order at 1:02 p.m. and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no comments, the next item followed.

THIRD ORDER OF BUSINESS

Approval of Consent Agenda

- A. Approval of Minutes of the November 12, 2025 Meeting**
- B. Balance Sheet as of November 30, 2025 and Statement of Revenues & Expenditures for the Period Ending November 30 2025**
- C. Allocation of Assessment Receipts**
- D. Check Register**

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Mr. Asbury joined the meeting during this item.

On MOTION by Mr. Thomson seconded by Mr. Brady with four in favor and Mr. Asbury abstained from voting due to a conflict of interest the consent agenda items were approved.

Ms. Kilinski stated just for the record the check register includes payments to Ox Bottom for the cost share agreement that you approved at the last meeting. In an abundance of caution we have the form 8b for Thomas and he will abstain from voting on this item. In the future our intent would be to break out those costs for the lifestyle component and Dove Pond so that we can have one vote and a conflict vote.

FOURTH ORDER OF BUSINESS Ratification of:

A. Second Amendment to the Landscape & Irrigation Maintenance Services Agreement with Truly Tailored Landscaping

On MOTION by Mr. Durie seconded by Mr. Thomson with all in favor the second amendment to the landscape & irrigation maintenance services agreement with Truly Tailored Landscaping was ratified.

B. Agreement with Massey Services for Landscape Maintenance and Pest Control

On MOTION by Mr. Brady seconded by Mr. Thomson with all in favor the agreement with Massey Services for landscape and pest control services was ratified.

FIFTH ORDER OF BUSINESS Consideration of Draft Cost Share Agreement with HOA for Enhancement Landscaping

Ms. Kilinski stated we received contact from the HOA regarding a provision in the covenants for portions of Unit 5, which is Phases 4 and 5 of Unit 5, the large common area space as well as Unit 4 that have a contribution to the HOA for enhanced landscaping. The district is currently maintaining those areas and as you know one of the reasons there is a deviation in the legal budget we have been working on cleaning up some of the ownership structure and operation maintenance structure so the district is owning and maintaining all of the common areas and

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landscape tracts that it should have been doing for a while. This is one of those considerations now that the district is doing that work and the HOA is agreeable to remitting a certain amount per unit per year for that enhanced landscaping.

A couple of considerations are, Jason and Thomas are both on the HOA board and while this is actually kind of a detriment to the HOA in that they are giving money to the District, because there is so much cost share and collaboration between the two, my recommendation to Jason and Thomas for this meeting is they can participate in the discussion, but we don't want them to vote on it in an abundance of caution from an inherent conflict of interest. We are also going to notice future HOA meetings where this may come up as a workshop for the CDD. We are looking for approval in substantial form. There are some changes to be made. This has been reviewed by HOA Counsel who provided some non-substantive comments. A few notes, the HOA's name is actually Canopy Home Homeowners Association on the books so we will update that to have the correct entity. We want to spell out more about what the enhanced services include and Thomas had some thoughts there. One is we are doing more frequent cutting of those bigger common area spaces; we want to provide that clarity and will tie it to Truly Tailored's landscaping contract. This is no new cost to you, it is what the District has already contracted for, but to be clear about what the agreement between the CDD and HOA entails as well as we were talking at the last meeting about some of the underbrush clearing that Premier has been doing on its own that is on CDD property. Those kinds of things will go through the District too and is something the covenants require be done in favor of Units 4 and 5. We will provide that clarity.

The other things to clarify is that some of these lots are not subject to the requirements to pay the \$125 yet so as lots are platted, they come online the declarant third party, which is already provided in the declarations those amounts would then be due to the District. This will be growing funds allocated to enhanced landscaping of those areas.

Mr. Durie asked do you have an idea of how much money this would be currently coming in?

Ms. Kilinski stated I don't have the number of lots that are subject to the declaration that are already required to pay. That is something I'm waiting on from the HOA Counsel. Ultimately, I think it is a couple hundred lots, another \$2,000 or so a year to the favor of the District. The District has been maintaining it at a higher level of service than some of the other common area

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spaces like the islands, that is something the District is already paying for. Now you are going to have some reimbursement, which is a requirement of these particular lots within Units 4 and 5.

Mr. Ghazvini joined the meeting during this item.

Ms. Kilinski stated the two things still outstanding is scope of services, maintenance map and number of lots currently encumbered to pay this additional fee through the HOA covenants. That has nothing to do with the CDD besides this agreement and any lots in the future that would be encumbered to pay this amount to the District. What we have been trying to do as you know between the open common areas but also Dove Pond, the actual pond bank, the District is the permit holder for Dove Pond. When it comes to the cleanup there was always contemplated the CDD would be the maintenance entity and Corbin and I have talked regularly to get a sense of what the budget for the CDD looks like and even if the Developer is going to fund the District, it is better for all of us to understand what we are looking at from an operation and maintenance assessment rather than having a year where the Developer is done and say here is the rest of the things you need to do. I just want to have a better tracking system for that even with the continued funding, which has been helpful to offset the O&M assessments. This is one of those situations where the HOA was originally set up not clear about who was going to own some of the common areas and that gets very confusing for residents when you have a common area tract that is HOA. Our preference from a maintenance perspective as well as sovereign immunity and other tax exempt status advantages the HOA doesn't have that as a community it is better for the District to be doing all that anyway. They have additional funds because it wasn't clear about who is going to maintain it, it makes sense for those funds to be directed to the District since ultimately it is your property, and you are going to do this enhanced landscaping.

On MOTION by Mr. Thomson seconded by Mr. Durie with three in favor and Mr. Asbury and Mr. Ghazvini abstained from voting due to a conflict of interest the draft cost share agreement with the HOA for enhancement landscaping was approved in substantial form subject to review and approval by district staff and Mr. Asbury.

SIXTH ORDER OF BUSINESS

Discussion of:

United Swim Club Lessons Schedule

**This item taken out of order.*

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Mr. deNagy stated you previously approved swim lessons, and the discussion was about Monday through Friday with Friday being used for makeup classes. United Swim Club has since come to me and asked if you would entertain early morning weekend for makeup classes.

A representative of United Swim Club stated we concluded that a lot of people are out of town on Fridays for various reasons and Saturday morning from 9 to 12 is useful for makeups.

After public input and discussion, the board took the following action.

On MOTION by Mr. Asbury seconded by Mr. Brady with all in favor the request of the United Swim Club to adjust the lesson schedule to include Saturday mornings for makeup classes from 8 a.m. to 10 a.m. was approved.

A. Amenity Policy Regarding Guest Attendance at Events

Mr. deNagy stated at the last meeting there was discussion about guests being allowed at events, and the current policy reads that it is for patrons only. Some discussion points were number of guests allowed, do they pay or not pay, cap of number attending event. If there is a cap and you allow a certain number of guests and for whatever reason you have a very high participation rate it could potentially shut out residents. We were told to bring it back to this agenda for open discussion.

After discussion by board and staff of the number of guests, alcohol licensing issues, overcrowding, capacity issues, sell limited number of tickets to non-residents, insurance, guests not allowed at events where alcohol is served, set policies for long run, plus one at non-alcohol adult events only, caterers with alcohol license, limit number of guests, RSVP for residents with guests only, residents want family members to participate in events when visiting, residents upset over not being able to bring a guest or family members, first come first served per event, limit number of guests per household.

Supervisor Thomson left the meeting during this item.

Continuation of discussion: Amount of people at each event, bring back proposed numbers for type of event, two guests per household, max total 20 guests per event, first come first served, residents with guests must RSVP.

On MOTION by Mr. Asbury seconded by Mr. Brady with all in favor staff was authorized to amend the policies on a temporary basis to

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allow for two guests per household, with a maximum total of 20 per event, on a first come first served basis, with no charge, and residents with guests must RSVP to staff.

Ms. Kilinski stated I think I heard too to bring back a cost analysis of a break even for a catering or liquor license.

Ms. Kalinoski said she can do that.

B. Field Operation of Management Services

Mr. deNagy stated as you will recall when you approved this agreement you made a request to review the contract after 90 days which aligned closely with this January meeting. This is an open discussion for you to talk about field management, and Supervisor Durie wanted to talk about any modifications to the agreement.

Mr. Durie stated the reports have been incredible. What are you seeing in general for the community based on being around for a couple of months?

Mr. deNagy stated it is typical stuff that you see, obviously, trash is always an issue especially in a community being built. I would not recommend at this time that you do anything more than once a week. I try to schedule all my stuff on one day and the current set up allows me to respond to people in a timely fashion.

Mr. Asbury asked how are you getting alerts on issues?

Mr. deNagy stated I worked with staff to add a “report an issue” link to the CDD website. I did notify a number of residents who have in the past have expressed concerns. I notified your resident board members so if they hear anything they can tell people. Essentially, you click that link, put in your contact information and a concern or issue that you have, and it comes directly to me, and I try to respond within 24 hours and work towards whatever the solution is. An example is on a Sunday we had heavy winds that blew down the windscreen, and someone reported an issue and I knew that I needed to come out and came out the next day and we got it rehung. It is an easy way for the residents to report an issue and it goes directly to me.

Mr. Durie asked was this a 90-day period for us to talk about it or if we don't do anything today the contract becomes solid?

Mr. deNagy stated the contract is in place but you wanted to bring it back to see if there were any modifications.

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Mr. Durie asked how are the expenses up to your allocation per issue, or have you run into anything expensive?

Mr. deNagy stated we had a little bit of a heavy lift. All of your lights are now on in the amenity center and in the gym and elsewhere. That was \$700 to get all new lights at the amenity center. We had some entry lights that were out and that was about \$500. A lot of other stuff was small like zip ties, backflow covers, small things. As you get settled you won't see these large maintenance items, you will see small things.

Mr. Durie asked how is the District paying for these services right now? Are you sending an expense report to someone?

Mr. deNagy stated I log all my expenses and send it to GMS staff and they include it in the monthly invoice. You have your monthly contracted price, \$20,000 a year divided by 12, and then the additional out of pocket expenses. I think you will see the first one in January.

Mr. Brady stated as far as the report, that has exceeded my expectations.

Mr. Durie stated very well done and Toby spearheaded this to start with and I'm sure he is pleased as well but I can't speak for him. I'm thrilled with the reports and the fact that we have this being done in the community is very helpful.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Kilinski stated the only brief update we have is you may recall at the last meeting we talked about reaching out to a pool contractor and designer for the pool crack. Corbin is going to give more of an update on that. We have done our necessary defect notices and heard from the contractor and they are willing to make the correction and we are working on getting an engineer's report to determine exactly what the fix is.

Mr. deNagy stated we had a crack, and we had an analysis done and he had some remedial solutions to move forward, and subsequent conversations with Baycrest suggested that they were willing to fix the pool, but we need to know what that fix is. If we can get a design fix, they can draw up plans and we can go to Baycrest and say this is what we need you to do and have them do it.

Mr. Durie asked what is the timeline?

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Mr. deNagy stated I need a P.E. to come out here and give me a design fix and we would go back to Baycrest. I don't want to shut down the pool during the summer; I feel good with where we are with the crack right now. We would do this after the season.

Ms. Kilinski stated you should start getting regular updates, the session started this week. A lot of bills filed in the last week; there are 870 bills filed.

Mr. Durie asked the ethics training we did by the end of the year did it get to you that it was completed?

Ms. Kilinski stated what you will do is when you get your Form 1 statement of financial interest you have to file every year, there is a place that says, I have completed my ethics training, and you will mark that.

B. Engineer

There being no comments, the next item followed.

C. Manager

There being no comments, the next item followed.

C. Operations – Report

Mr. Durie asked back to the pool, did we find something structurally wrong with its initial design and they are willing to cover it under some type of warranty?

Mr. deNagy stated what the report said is yes, it requires additional action from what he saw it appears that there is some sort of design issue. It talked about the weight between the zero entry and the lap pool and saying there is a lot of weight down here, right where you have the middle part is where you are seeing the cracks. That is what the remedial solutions are, we need to figure out what is going on right there. I need a P.E. to come in here and give us more information.

Mr. Brady stated according to you they said they would work with us and make sure it was correct.

Ms. Kilinski stated yes. The designer was not happy with me but the contractor is willing to make the fix even though it didn't look like it was a construction defect. The report makes it unclear that it could be a little bit of both. We got the report, you reviewed the report, that we've

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seen several pools that have that curvature in Florida and required additional expansion joints. Probably ten pools that required remediation.

Mr. Brady stated that is what we are waiting on now.

Ms. Kilinski stated yes, and it is a special engineer. There are only a few in Florida that are called for aquatic design, which is part of the holdup. We called one in Jacksonville, and he said he could get to us in six months.

Mr. deNagy stated in the agenda package is my operations report for November 2025 and December 2025. I document just about everything I do out here. You will notice a couple things I previously mentioned we have that “report an issue” on the website and I have received seven so far. The average response time is 16 hours and 38 minutes. One of those days I was on vacation so when you take that out it goes down to 7 hours and 53 minutes. My intent is to acknowledge when these come in, make sure the residents know they are getting something for what they are paying. I try to document everything with pictures; I think that is helpful.

I have a number of requests that have come in, I have a spending authority, but I wanted to be careful and consult the Board. We are building this program and I want to make you aware of a couple of things. I talked about the pool repair. I think it is time to do paver sand and seal on the pool deck. If the Board is okay, I will get three quotes and bring them back to the next meeting unless there is other direction. There was a request to purchase additional free weights. Your dumbbell weights stop at 50 pounds and there is another set for 65 pounds. There was a request for the weights in between, 55’s and 60’s. I did ask Fitness Pro for a quote, and it is \$715 but it looks like I can get them from Academy Sports for \$400. It is within my spending threshold, but I didn’t know if you wanted to do that.

Mr. Durie stated I want to make sure we can fix the equipment we already have instead of spending on something as random as dumb bells.

Mr. deNagy stated your contract with Fitness Pro is the equipment and they will come in and maintain it or fix it. They come out monthly for the maintenance program. The free weights are one request. I’m sure it is a limited number of people who would use these weights.

Mr. Durie stated I’m inclined to decline it.

Ms. Kalinoski asked what about one set of 55’s?

Mr. deNagy stated that is likely less than \$200.

Mr. Durie stated I’m fine with that.

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Mr. deNagy stated I want direction on emergency contact and how you want to do that. Your agreement with Lewis Association Property Management includes a requirement that they have emergency contact number here at the amenity center. I don't want to start throwing up signs everywhere at the amenity center. They gave me a phone number that residents can call if there is an emergency. I have told a number of residents that if there is an emergency you should be calling 911. Then what if something happens that is not quite an emergency, who would you contact. That is what you have this number for Lewis Association Property Management; I can certainly post that. Another solution in other districts is a QR code that I can put up that says, report an issue to management. Someone can scan the QR code and it brings them to the report an issue link, and they can type it in, and attach a picture and it goes to me. I want to get direction on what it is you would like to see. I don't want to throw up a bunch of signs that say, emergency.

Mr. Durie stated I don't want a phone number that is not going to be answered or monitored for a day. I don't want to have an emergency today and it is not answered for two or three days when it is no longer an emergency.

Mr. deNagy stated the requirement in the agreement says they have to respond in a certain time period. If something were to happen and they are not getting a response I need to know that and we would have to rectify that with the vender.

Mr. Ghazini asked is someone telling residents that is an emergency contact number?

Ms. Kalinoski stated I have it posted on all the bulletin boards. It says for emergencies call 911, to reach a staff member after hours requiring immediate attention call that number.

Mr. Durie stated I don't mind the QR code for report an issue.

Mr. deNagy stated we will work towards that. The last thing I have is an irrigation proposal. I was here Monday with a company I use in Southwood called All-Pro. I want to make sure the irrigation system here at the amenity center is up and running. I had them come out because during one of my site inspection days, I turned the system on and clearly there are repairs needed. They came out and did a wet test through the whole system, 22 zones, and the proposal they gave me to fix all of that was \$3,056.22. To my knowledge, this District has not paid irrigation repair costs in the past. I would like to get it up and running, the District has paid for it. It is a little outside my field operations spending threshold. If you give me direction I can get this done. They should be able to come out in the next couple of weeks and get it done.

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Mr. Ghazvini stated there will be an additional water bill too because we are going to run irrigation that we didn't run before.

Mr. deNagy stated I would like to have All-Pro come out twice a year and run a wet test to make sure all the spray nozzles are pointing the right way. The other thing I have concerns with is if you run the system we don't want it spraying on the courts. You are seeing that now with the discoloration and mildew on the sides of the courts.

Mr. Durie asked do we not have a budget item for this type of maintenance? Could we take it out of contingency?

Mr. deNagy stated you could do that. Unless there is any objection I will get them going on this.

EIGHTH ORDER OF BUSINESS

Other Business

A resident asked is it possible for the CDD to have its own liquor license?

Ms. Kilinski stated one of the bigger challenges is that it is a licensed premises and who is actually distributing the license. Since we don't have somebody full-time doing events it would be challenging. If you want to do an event in the field it is not considered part of the licensed premises, that is a catering license, which is difficult. If you are having them onsite that is possible but at the rate at which you are doing events at this point doesn't make the value worthwhile. A catering license is strictly because you have to have more food sold than alcohol and with my districts at least alcohol isn't the number one seller. That is annually audited and you can get in big trouble.

Mr. Durie asked what size CDD has them?

Ms. Kilinski responded I have ones with 6,000 to 7,000 units and they also have restaurants and bars, cafes and golf courses. It is unusual to not have a point of sale for food and have an alcohol license, it just doesn't work typically.

A resident stated I appreciate that you changed the times and we have evening meetings, but I thought what we discussed was alternating.

Mr. deNagy stated the board voted on this meeting schedule.

Mr. Durie stated I like the 6:00 p.m. start time and Toby can't be here for the whole meeting when we start at 1:00 p.m. Having more at 6:00 p.m. than less is better for us as residents on the board.

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Mr. Brady stated next year you will have more resident board members.

Mr. deNagy stated after November you will have two more residents on the board.

A resident stated we spoke about it before, the retention pond in Unit 5. Can we have an update from Jason?

Mr. Ghazvini stated I can talk to you after the meeting.

A number of residents raised concerns about the condition of the area surrounding Dove Pond and Mr. Ghazvini outlined the issues in detail and that it was not a CDD issue and that he would speak to the residents after the meeting.

A resident inquired about a sprinkler system around the pond.

A resident requested multiple quotes be obtained when spending money, and concerns with pool cleaning.

A resident expressed concern with the turf after weed control when there are only weeds.

NINTH ORDER OF BUSINESS

Supervisors Requests

There being no comments, the next item followed.

TENTH ORDER OF BUSINESS

Next Scheduled Meeting – March 11, 2026 at 1:00 p.m. at the Canopy Amenity Center

Mr. deNagy stated the next meeting is scheduled for March 11, 2026 at 1:00 p.m. in the same location.

ELEVENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Asbury seconded by Mr. Brady with all in favor the meeting adjourned at 2:49 p.m.

Signed by:
Corbin deNagy
9C8879D789D84CC...
Secretary/Assistant Secretary

DocuSigned by:
Jason Ghazvini
172B7269F53E4A8...
Chairman/Vice Chairman