

*Towne Park
Community Development District*

Agenda

January 19, 2021

AGENDA

Towne Park

Community Development District

219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

January 12, 2021

**Board of Supervisors
Towne Park
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Towne Park Community Development District** will be held **Tuesday, January 19, 2021 at 1:30 PM** at the **Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://zoom.us/j/92372518267>

Zoom Call-In Information: 1-646-876-9923
Meeting ID: 923 7251 8267

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public comments can be submitted via email to the District Manager at jburns@gmscfl.com prior to the beginning of the meeting)
3. Approval of Minutes of the December 10, 2020 Board of Supervisors Meeting
4. Consideration of Appointments to Vacant Seats
 - A. Consideration of Letter of Interest from Mr. Brad Fitz
 - B. Consideration of Letter of Interest from Mrs. Jennifer Tidwell
5. Public Hearing
 - A. Public Hearing on the Towing Enforcement

- i. Consideration of Resolution 2021-07 Adopting Revised Parking Policies for the District Regarding Towing Enforcement
6. Consideration of Conveyance Documents for Phase 2B Common Areas
7. Consideration of Resolution 2021-08 Adopting the Amended Amenity Policies
8. Consideration of Fourth Amended and Restated Disclosure of Public Financing
9. Consideration of Personnel Leasing Agreement
10. Consideration of Memorandum from Hopping, Green & Sams Regarding E-Verify Requirements in 2021
11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register (*to be provided under separate cover*)
 - ii. Balance Sheet & Income Statement (*to be provided under separate cover*)
 - iii. Ratification of Requisitions
 - a) Ratification of Series 2018 Phase 3A Requisitions #263 & #264
 - b) Ratification of Summary of Series 2020 Phase 3D Requisitions #1 to #7
12. Other Business
13. Supervisors Requests and Audience Comments
14. Adjournment

MINUTES

**MINUTES OF MEETING
TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

The Regular meeting of the Board of Supervisors of the Towne Park Community Development District was held Thursday, **December 10, 2020** at 1:30 p.m. at the offices of Cassidy Homes, 346 Central Ave., Winter Haven, FL.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Brian Walsh <i>by phone</i>	Assistant Secretary
Jeff Shenefield <i>by phone</i>	Assistant Secretary
Justin Frye	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Michelle Rigoni <i>via Zoom</i>	Hopping Green & Sams
Roy Van Wyk <i>via Zoom</i>	Hopping Green & Sams
Heather Wertz <i>via Zoom</i>	Absolute Engineering
Clayton Smith	GMS
Kevin Plenzler	PFM

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll. There were five Board members present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated that there were no members of the public joining the meeting via Zoom or by the phone line.

THIRD ORDER OF BUSINESS

**Administration of Oath to Newly Elected
Board Member Lauren Schwenk**

Ms. Burns stated that Lauren Schwenk had been sworn in prior to the start of the meeting.

FOURTH ORDER OF BUSINESS

**Approval of Minutes of the November 12,
2020 Board of Supervisors Meeting and
Landowners' Meetings**

Ms. Burns presented the minutes of the November 12, 2020 Board of Supervisors meeting and Landowner's meeting asked for a motion to approve both sets of minutes.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Minutes of the November 12, 2020 Board of Supervisors Meeting and Landowners' Meeting, were approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2021-04
Setting Public Hearing on Towing
Enforcement**

Ms. Burns stated that the resolution was included in the agenda package and explained that the Board had discussed at the previous meeting setting a public hearing so that they were able tow. She noted that this is specific to the parking lot at the amenity facility with cars that were being left overnight on a regular basis.

Ms. Schwenk asked if they were allowed to park on the side of the road, to which Ms. Burns responded that they were due to the fact that the road was not CDD property, but city property.

Ms. Burns explained that there was an option where they could allow people to obtain passes to park in the parking lot with overnight parking between 10 p.m. and 6 a.m. She noted that they would be removing the references to the passes for the overnight parking and that they need to set a date for the public hearing.

Mr. Heath stated that having passes on a case by case basis might help with the on street parking, and Ms. Burns responded that there were no restrictions for on street parking. Mr. Walsh replied that they should have a backup plan and keep the references to the passes, and the Board agreed.

Ms. Burns noted that they needed to set the public hearing to adopt the rule, adding that it was a 30 day advertisement. She stated that they would be looking towards the end of January and that they were looking at changing the meeting location and time of the meeting, moving it to the third Tuesday at 1:30 p.m. at the Holiday Inn.

Mr. Walsh asked Ms. Burns to confirm that there were no other fields or places where they should put signs up for “no parking” to which Mr. Smith answered that he had not seen any other spots that were having issues, but added that they could add terminology into the rule that included “common areas” or “all CDD lands”.

Ms. Burns stated that if the date and meeting time for the next meeting worked for the Board, that would make it January 19th at 1:30 p.m. at the Holiday Inn.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-04 Setting Public Hearing on Towing for January 19th at 1:30 p.m. at the Holiday Inn, 200 Cypress Gardens Blvd., Winter Haven, FL 33880, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Proposal for Dissemination Agent Services

Ms. Burns stated that when they were going through the due diligence for the bond issuance, there were reports that had been filed late, and that Lerner was the current Dissemination Agent. Mr. Van Wyk had asked to put the item in the agenda to see if the Board wanted to switch from the current Dissemination Agent to GMS, with a match to the current fees that were being charged, totaling \$5,500. She also pointed out that they bill for the whole fiscal year up front, and that the disclosures that GMS were working on were quarterly, so they had already done the first quarter. She pointed out that the District would not be out any money because they would be crediting GMS 25% with the 25% that Lerner did not complete.

Mr. Shenefield asked if other Districts had gone with GMS, and Ms. Burns explained that some Districts were with PFM when they were switched over, and the management contracts were switched over. Towne Park and one other District were the only ones that were left with Lerner, but after the timing issue they thought it would be best to switch over to GMS so that they had the same management and Dissemination Agent services. She noted that they had already been paid for the fiscal year and that they could negotiate that topic with them as well. Ms. Burns asked for a motion to terminate the agreement with Lerner and approve the proposal from GMS for Dissemination Agent services.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Termination of the Agreement with Lerner and Dissemination Agent Services with GMS, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2021-05
Supplemental Assessment Resolution
(Assessment Area 3D Bonds)****A. Consideration of Notice of Special Assessment (Assessment Area 3D Bonds)**

Ms. Burns stated that the resolution was included in the agenda package. Mr. Walsh asked Ms. Burns to have the engineer summarize the report, and then for Mr. Plenzler go over his report.

Ms. Wertz went over the Supplemental Engineer's Report for Assessment Area 3D, stating that included the infrastructure for 276 located in Riverstone Phase 5 and 6, and that the infrastructure included storm water management, utilities, roadways, and parks, totaling \$6.6 million. She asked if the Board had any questions.

Mr. Van Wyk asked if the Engineers Report included certain improvements that were already contemplated in the Engineer's report, such as roadways, and bridges, and a portion of amenity improvements, and Ms. Wertz answered yes. Mr. Van Wyk also asked for confirmation that there was no reason that they could not complete the improvements, to which she replied that that was correct.

Mr. Plenzler went over his report as well, stating that the report incorporated information for the Engineer's Report regarding the 276 single family lots and the CIP of \$6.6 million. He noted that the details of the CIP could be found on Table 3 of the report. He went on to explain Table 4, which summarized the bond issuance that would generate over \$6.3 million in construction funds via bond principal that totaled \$7,090,000. He also explained Table 5 which outlined the bond par and annual assessments associated with the financing. He stated that they analyzed the bond debt service assessments on a both acreage and per lot basis and found the assessments to be reasonably and equitably allocated, and that there was a benefit received by each of the District's property owners from the District's CIP at excess of the related assessments. He asked if the Board had any questions.

Ms. Burns stated that the resolution had exhibits attached that set forth the tone of the bonds being issued by the District. She asked if the Board had any questions, and hearing none asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Resolution 2021-05 Supplemental Assessment Resolution, was approved.

a. Consideration of Notice of Special Assessments AA3D

Ms. Burns noted that this would be recorded and asked for a motion to authorize counsel to record.

On MOTION by Mr. Heath, seconded by Mr. Frye, with all in favor, the Notice of Special Assessments AA3D and Authorization for Counsel to Record, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2021-06 Re-Designating Administrative Office for the District

Ms. Burns stated that this was an administrative matter that was updated when they transitioned management to GMS's office in Orlando. She asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Mr. Frye, with all in favor, Resolution 2021-06 Re-Designating Administrative Office for the District, was approved.

NINTH ORDER OF BUSINESS

Ratification of 2021 Data Sharing and Usage Agreement with the Polk County Property Appraiser

Ms. Burns stated that the ratification outlined that the District would not be sharing exempt personal information of residents within the community. She asked for a motion to ratify.

On MOTION by Mr. Heath, seconded by Mr. Frye, with all in favor, the 2021 Data Sharing Agreement with the Polk County Property Appraiser, was ratified.

TENTH ORDER OF BUSINESS**Ratification of Non-Ad Valorem Contract Agreement with the Polk County Property Appraiser – ADDED**

Ms. Burns stated this was an annual agreement that was required each year by the Polk County Property Appraiser. She added that it was for Fiscal Year 2021, which would make it for next November's tax bill and allow the district to collect assessments. She asked if the Board had any questions, and hearing none asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Mr. Frye, with all in favor, the Non-Ad Valorem Contract Agreement with the Polk County Property Appraiser, was ratified.

ELEVENTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Mr. Van Wyk stated he had nothing further to report.

B. Engineer

Ms. Wertz stated she had nothing further to report.

C. Field Manager's Report

Mr. Smith reviewed the field manager's report for the Board. Mr. Smith discussed the annual installation of plants, adding that there was a revision that would reduce cost that they would continue to do gradually. He pointed out that they were down from 990 annuals to 750 based off of the current installation. He added that the amenity's landscaping was coming along and that it would be maintained until they completed a walkthrough. Ms. Burns asked when the opening date would be for the residents, and Mr. Smith replied that he did not have one currently, but that it would be before Spring.

Mr. Smith asked Ms. Burns to discuss the topic of fishing that had been brought up by residents. Ms. Burns explained that the Board had previously discussed that fishing was prohibited in the ponds prior to GMS taking over management. Mr. Smith added that there was some signage regarding lake use at the large pond near the entrance, but they did not specifically say anything about fishing. He noted that residents are allowed to use paddle boats and such, and stated that he did not have a problem with fishing as long as it was catch and release.

Mr. Heath replied that fishing was not something that should be allowed because if a resident took one home, there was no telling what was inside the fish, and Mr. Smith pointed out that was why they should include “catch and release” in the policy. Ms. Burns added that several districts already had that policy in place, and that as long as that was included in the terminology, the District was free from liability. Mr. Smith stated that there wasn’t any signage because it could get pricey to put in due to there being 25 ponds.

Ms. Burns asked Mr. Van Wyk what he thought if they amended the amenity policies for the amenity facilities to include the ponds, and note that fishing was catch and release only, with one sign at the two entrances, and he and the Board agreed.

Mr. Smith suggested that they should add that it was allowed only on common area property and not private property.

Ms. Burns asked for a motion to update the amenity policies to include the catch and release language for the fishing and authorize Mr. Smith to install signs on the bulletin boards at the amenity center.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Updating the Amenity Policies to Include Language Regarding the Fishing Policy, was approved.

D. District Manager’s Report

i. Approval of the Check Register

Ms. Burns stated that the check register ran through December 2, 2020 and asked if the Board had any questions. Hearing none, she asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Check Register through December 2, 2020, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns stated that the financial statements were included in the agenda packets for review, adding that there was no action required.

iii. Ratification of Series 2019 Phase 3B Requisition #98

Ms. Burns stated that the requisition had already been approved and asked for a motion to ratify.

On MOTION by Mr. Heath, seconded by Mr. Frye, with all in favor, the Series 2019 Phase 3B Requisition #98, was ratified.

iv. Discussion to Change Meeting Location and Monthly Meeting Date

Ms. Burns stated that the Board had previously discussed the changing of the meeting date, time, and location, and asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Mr. Frye, with all in favor, the Changing of the Meeting to the 3rd Tuesday at 1:30 p.m. at the Holiday Inn, was approved.

TWELFTH ORDER OF BUSINESS

Supervisors Requests and Audience comments

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

On MOTION by Ms. Schwenk, seconded by Mr. Frye, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

Ms Jill Burns,

I would like to express my interest in becoming a CDD board member. I am currently a homeowner for Towne Park Estates 2.

I get along well with others when working in a group setting and I have the ability to help others find common ground when they disagree on what actions to take. Sometimes, it just takes a little negotiating to help reach a reasonable agreement that benefits everyone in the community.

I look forward to working with you and the rest of the board.

Brad Fritz

863-838-6102

Brad912@gmail.com

3886 White Ibis Rd

Lakeland FL 33811

SECTION B

Jennifer Tidwell
3664 Peregrine Way
Lakeland, FL 33811
573.979.3366
jenneytidwell@gmail.com

To whom it may concern,

I'm writing to you to express my interest in obtaining one of the open Board Member seats for Town Park CDD.

My name is Jenney Tidwell and I have been a resident of Towne Park Estates for more than years now. I'm heavily involved in the community and I'm constantly striving to keep our community thriving and growing in a positive way. I've been instrumental in getting necessary safety items completed, including sidewalks, a crosswalk and signage where needed. I also run the community Facebook group for both Towne Park Estates and Riverstone. I like to be the point of contact to help neighbors resolve questions and concerns in a friendly and timely manner.

In my personal life, I'm a stay at home mom to three little girls ages 4, 2 and 1. I enjoy swimming with them, reading them stories, taking them on walks in the neighborhood to enjoy all the wildlife and playing at the playground! My husband and I enjoy working out together when we get some down time and doing DIY home projects.

I hope you'll consider me for the open seat. If you have any questions, feel free to ask!

Sincerely
Jennifer Tidwell

SECTION V

SECTION A

SECTION 1

RESOLUTION 2021-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Towne Park 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 the City of Lakeland, Florida; and

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

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, policies, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the District desires to adopt *Rules Relating to Overnight Parking and Parking Enforcement* (“Rules”), attached hereto as **Exhibit A** and incorporated herein, pursuant to the provisions of Sections 190.011(5) and 190.035 and Chapter 120, *Florida Statutes*; and

WHEREAS, the District has properly noticed for rule development and rulemaking regarding the Rules and a public hearing was held at a meeting of the Board on January 19, 2021; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Rules for immediate use and application.

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

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

SECTION 2. The District hereby adopts the Rules, attached hereto as **Exhibit A**.

SECTION 3. If any provision of this Resolution or the Rules 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.

[Continue onto next page]

PASSED AND ADOPTED this 19th day of January, 2021.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rules Relating to Overnight Parking and Parking Enforcement

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

RULES RELATING TO PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on January 19, 2021 at a duly noticed public meeting, the Board of Supervisors of the Towne Park Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District property (the “Policy”). This Policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This Policy is intended to provide the District’s residents and paid users with a means to park Vehicles of overnight guests in the District’s Overnight Parking Areas and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto. This Policy authorizes overnight parking in designated areas, which areas are identified in **Exhibit B** attached hereto, subject to obtaining an Overnight Parking Permit.

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle.* Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Vehicle.* Any mobile item which normally uses wheels, whether motorized or not.
- C. *Vessel.* Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- D. *Recreational Vehicle.* A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E. *Parked.* A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.
- F. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.
- G. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. Those areas within the District’s boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as “Tow-Away Zones” for all Commercial Vehicles, Vessels, Recreational Vehicles and improperly permitted Vehicles (“**Tow Away Zone**”), enforceable subject to the Policy set forth herein. Vehicles may be parked

overnight on District property, only as indicated on **Exhibit B**, attached hereto (“**Overnight Parking Areas**”) and with a pre-approved permit as set forth in Section 5 of this Policy.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. The areas set forth in **Exhibit A** attached hereto are declared a Tow Away Zone.

SECTION 5. EXCEPTIONS.

A. PARKING DURING AMENITY HOURS. Vehicles may park in the Towne Park Estates and Riverstone amenity parking areas as depicted in Exhibits A and B during the open hours of operations of such amenity facilities.

B. OVERNIGHT PARKING PERMITS. Residents may apply for an “Overnight Parking Permit” which will allow such resident and/or guest to park in the Overnight Parking Areas indicated on Exhibit B after-hours, and overnight. Overnight Parking Permit requests will be granted in accordance with the following:

1. Permits may not exceed seven (7) consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen (14) nights per year for one automobile, as identified by the automobile’s license plate number.
2. Residents and paid users interested in an Overnight Parking Permit may submit a request to the District Manager or his/her designee which includes the following information:
 - i. The name, address and contact information of the owner of the vehicle to which the permit will be granted;
 - ii. The make/model and license plate of the vehicle to which the permit will apply;
 - iii. The reason and special terms (if any) for the Overnight Parking Permit; and
 - iv. The date and time of the expiration of the requested Overnight Parking Permit.

It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals will result in the towing and/or removal of the Vehicle from the District’s property. Improperly permitted Vehicles parked in the Tow Away Zones will be subject to towing.

3. Upon receipt of all requested documentation, as set forth above, the District Manager or his/her designee shall review and process an Overnight Parking Permit to the resident. Overnight Parking Permits will be granted by way of written correspondence by the District Manager or his/her designee, in his or her sole discretion. No verbal grants of authority will be issued or be held valid.
4. The Overnight Parking Permit must be displayed on the bottom left side of the Vehicle windshield.

C. VENDORS/CONTRACTORS. The District Manager or his/her designee may authorize vendors/consultants in writing to park company vehicles in order to facilitate District business. All vehicles so authorized must be identified by an Overnight Parking Pass.

- D. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES.** Delivery vehicles, including but not limited to, U.P.S., Fed Ex, moving company vehicles, and lawn maintenance vendors may park on District property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

Any Vehicle parked on District Property, including District roads, if any, must do so in compliance with all laws, ordinances, and codes.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule in the Overnight Parking Areas and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in the Tow-Away Zone.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

SECTION 8. AMENDMENTS; DESIGNATION OF ADDITIONAL TOW AWAY ZONES. The Board in its sole discretion may amend these Rules Related to Parking and Parking Enforcement from time to time to designate new Tow Away Zones as the District acquires additional common areas. Such designations of new Tow Away Zones are subject to proper signage and notice prior to enforcement of these rules on such new Tow Away Zones.

EXHIBIT A – Tow Away Zone (highlighted areas)

EXHIBIT B - Map of Overnight Parking Areas

Effective date: January 19, 2021

SECTION VI



STRAUGHN & TURNER, P.A.

ATTORNEYS AND COUNSELORS AT LAW

RICHARD E. STRAUGHN

MARK G. TURNER

*DOUGLAS A. LOCKWOOD, III

MARK W. MANGEN

JACK STRAUGHN

(1925-2000)

*BOARD CERTIFIED IN CIVIL TRIAL LAW

January 5, 2021

Towne Park Community Development District
c/o Government Management Services-CF, LLC
219 East Livingston Street
Orlando, FL 32801

Re: Towne Park Estates Phase 2B

Gentlemen:

Pursuant to Florida Statute 177.041, I have completed a title search of the following described property situated in Polk County, Florida:

See Exhibit "A" attached hereto and made a part hereof for legal description

In my legal opinion, marketable fee simple title is vested in Clayton Properties Group, Inc., a Tennessee corporation.

This search does not cover matters other than those recorded in the public records of Polk County. The effective dates of this search are from the earliest public records through and including December 21, 2020, at 11:00 pm.

The only liens, easements, judgments, mortgages and other encumbrances on the property are listed below:

1. All matters contained on the Plat of Towne Park Estates Phase 2B, as recorded in Plat Book 172, Page 47, together with Surveyor's Affidavit Correcting Plat recorded in O.R. Book 10944, Page 1509, Public Records of Polk County, Florida.
2. Covenants, conditions, and restrictions recorded in O.R. Book 10926, Page 2140, Public Records of Polk County, Florida, which contain provisions creating easements and/or assessments.
3. Second Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property recorded in O.R. Book 10974, Page 594, Amended and Restated Towne Park Community Development District Notice of Lien of Special

Assessments for Special Assessment Bonds, Series 2016 recorded in O.R. Book 10974, Page 606, and Third Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property recorded in O.R. Book 11075, Page 2118, Public Records of Polk County, Florida.

4. Any liens created or levied pursuant to Chs. 190, 170, and 197, F.S., pertaining to community development districts.

The parcel identification number pertaining to the real property described herein as provided by the Polk County Tax Collector's office is 232908-139622-008360 and 232908-139622-008370.

Sincerely,

STRAUGHN & TURNER, P. A.

A handwritten signature in blue ink, appearing to read 'Mark W. Mangen', with a long horizontal flourish extending to the right.

Mark W. Mangen, Esquire

Exhibit "A"

Tracts A and B, TOWNE PARK ESTATES PHASE 2B, according to the map or plat thereof as recorded in Plat Book 172, Page 47, Public Records of Polk County, Florida.

PREPARED BY AND RETURN TO:

Michelle K. Rigoni, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Parcel IDs: 23-29-08-139622-008360 (Tract A) and 23-29-08-139622-008370 (Tract B)

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this _____ day of _____, 2021, by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, with a principal address of 5000 Clayton Road, Maryville, Tennessee 37804 (hereinafter called the "Grantor"), in favor of **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "Grantee").

[Wherever used herein, the terms "Grantor" and "Grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That Grantor, for and in consideration of the sum of ten dollars (\$10.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all of the right, title, interest, claim and demand which the Grantor has, if any, in and to the following described parcel of land, situate, lying and being in the County of Polk, State of Florida, to-wit:

Tracts A and B of Towne Park Estates Phase 2B, according to the Plat thereof as recorded in Plat Book 172, Pages 47-53, inclusive, of the Public Records of Polk County, Florida.

Subject to restrictions, covenants, conditions and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

Grantor represents that Grantor has complied with the requirements of Section 196.295, *Florida Statutes*.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witnesses:

GRANTOR:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation

Print Name: _____

By: _____
Its: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, as _____ for Clayton Properties Group, Inc., a Tennessee corporation, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

Witnesses:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

Name: _____

Warren K. (Rennie) Heath, II
Chairperson, Board of Supervisors

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Warren K. (Rennie) Heath, II, as Chairperson of the Board of Supervisors for the Towne Park Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

PREPARED BY AND RETURN TO:
Michelle K. Rigoni, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**LIMITED LIABILITY COMPANY
AFFIDAVIT FOR DEED**

STATE OF _____
COUNTY OF _____

I, _____ (“Affiant”), on being duly sworn, state:

1. I am the _____ of Clayton Properties Group, Inc., a Tennessee corporation (“Company”).

2. The management of the Company is vested in Affiant.

3. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise. The Company has never been a debtor in a bankruptcy proceeding.

4. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit “A” (the “Property”) or any interests therein.

5. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.

6. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Wynnmere West Community Development District (the “District”) for the purpose of acquiring the Property and specifically consent to such reliance by the District.

Affiant

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by _____, as _____ for Clayton Properties Group, Inc., a Tennessee corporation, on behalf of the company.

[notary seal]

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

Exhibit A
LEGAL DESCRIPTION

Tracts A and B of Towne Park Estates Phase 2B, according to the Plat thereof as recorded in Plat Book 172, Pages 47-53, inclusive, of the Public Records of Polk County, Florida.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, with a principal address of 5000 Clayton Road, Maryville, Tennessee 37804 (the “**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized under Chapter 190, Florida Statutes, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to-wit:

See Exhibit A Attached.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described real property and assets; that said real property and assets are free from all liens and encumbrances; that Seller has good right to sell said real property and assets; that all contractors, subcontractors and materialmen furnishing labor or materials relative to the construction of the real property and assets have been paid in full; and that Seller will warrant and defend the sale of its said real property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

GRANTOR:

Signed, sealed and delivered
in the presence of:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation

Witnesses:

Print Name: _____

By: _____
Its: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, as _____ for Clayton Properties Group, Inc., a Tennessee corporation, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A

Tracts A and B of Towne Park Estates Phase 2B, according to the Plat thereof as recorded in Plat Book 172, Pages 47-53, inclusive, of the Public Records of Polk County, Florida.

PREPARED BY AND RETURN TO:

Michelle K. Rigoni, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

NON-EXCLUSIVE ASSIGNMENT OF EASEMENTS

THIS ASSIGNMENT OF EASEMENTS is executed as of this _____ day of _____, 2021, by **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, with a principal address of 5000 Clayton Road, Maryville, Tennessee 37804 (hereinafter called "Assignor"), in favor of **TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under Chapter 190, Florida Statutes, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called "Assignee").

WITNESSETH:

That Assignor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to Assignee the easements described on **Exhibit A** attached hereto.

This Assignment of Easements shall be for the use and benefit of both Assignee and its successors and assigns.

The easement rights granted and assigned herein are not exclusive to Assignee, and Assignor shall be permitted to continue its use of said easements, so long as such use does not unduly interfere with Assignee's use of said easements.

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal the day and year first above written.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

Witnesses:

GRANTOR:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation

Print Name: _____

By: _____
Its: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, as _____ for Clayton Properties Group, Inc., a Tennessee corporation, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT “A”

LEGAL DESCRIPTION

THOSE CERTAIN **PEDESTRIAN ACCESS EASEMENTS** AS MORE PARTICULARLY DEPICTED ON THE PLAT OF **TOWNE PARK ESTATES PHASE 2B** AS RECORDED IN PLAT BOOK 172, PAGES 47-53 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AFFIDAVIT OF NON-FOREIGN STATUS
(FIRPTA)

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, this day personally appeared _____, ("Affiant"), who being first duly sworn, says:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person;

2. That Affiant is _____ of Clayton Properties Group, Inc. (the "**Seller**"), which Seller may be the owner of a United States real property interest (the "**Property**").

3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller's address and United States taxpayer identifying number are as follows:

Tax ID No.: _____
_____ [address associated with Tax ID]

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.

Print Name: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, as _____ for Clayton Properties Group, Inc., a Tennessee corporation, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

OWNER'S AFFIDAVIT

STATE OF _____)
)
COUNTY OF _____)

BEFORE ME, the undersigned authority, personally appeared _____
("Affiant") as _____ of Clayton Properties Group, Inc., a Tennessee
corporation (the "Company"), with a principal address of 5000 Clayton Road, Maryville,
Tennessee 37804, who after first being duly sworn deposes and states as follows:

That Affiant knows of his own knowledge that CLAYTON PROPERTIES GROUP, INC.
("Owner") which is the owner of the fee simple title in and to certain lands located in Polk County,
Florida described as follows:

Tracts A and B of Towne Park Estates Phase 2B, according to the Plat thereof
as recorded in Plat Book 172, Pages 47-53, inclusive, of the Public Records of Polk
County, Florida.

That the above described land together with all improvements thereon ("Property") is free and
clear of all liens, taxes, encumbrances and claims of every kind, nature and description whatsoever.

Affiant knows of no facts by reason of which the title to, or possession of, the Property might be
disputed or questioned, or by reason of which any claim to any part of the Property might be
asserted adversely.

That there are no mechanic's or materialman's or laborer's liens against the above described
Property, nor any part thereof, and that no contractor, subcontractor, laborer or materialman,
engineer, land engineer, or surveyor has any lien against said Property, or any part thereof.

That within the past ninety (90) days, the Owner has not made any improvements, alterations or
repairs to the above described Property for which costs thereof remain unpaid, and that within the
past ninety (90) days there have been no claims for labor or material furnished for repairing or
improving the same at the instance of the Owner which remain unpaid.

That no proceedings in bankruptcy or receivership have ever been instituted by or against the
Owner, nor has Owner ever made an assignment for the benefit of its creditors.

Affiant knows of no action or proceeding relating to the Property, which is now pending in any
state or federal court in the United States affecting the Property, nor does Affiant know of any state
or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge
upon the Property.

Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets,
roadways, paving, other public utilities or improvements against the Property, nor are there any
special assessments or taxes which are not shown as existing liens by the public records.

Affiant further states that he is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

DATED: _____, 2021

Signed, sealed and delivered
in the presence of:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation

Witnesses:

Print Name: _____

By: _____
Its: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by _____, as _____ for Clayton Properties Group, Inc., a Tennessee corporation, on behalf of the company.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

SECTION VII

RESOLUTION 2021-08

**A RESOLUTION OF THE GOVERNING BOARD OF THE TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT AMENDING THE AMENITY
POLICIES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE**

WHEREAS, the Towne Park Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, as amended (the “Act”); and

WHEREAS, the Governing Board (the “Board”) of the District previously adopted Amenity Policies and Rates (“Amenity Policies”) pursuant to Resolution 2018-09; and

WHEREAS, the Board desires to amend the Amenity Policies to provide pond use policies and amend various administrative portions including the forms, and the revised Amenity Policies is attached hereto as **Exhibit A**; and;

WHEREAS, the Board has determined that it is in the District’s best interest to amend the Amenity Policies as proposed for immediate use and application; and

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BOARD OF THE
TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. The policies identified in **Exhibit A** are in the best interest of the District and its residents.

SECTION 2. **Exhibit A** hereby amends and supplements the Amenity Policy adopted in Resolution 2018-09, and replaces the Amenity Policies in its entirety. All other provisions of Resolution 2018-09 shall remain in full force and effect.

SECTION 3. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, enforceability and effectiveness of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 4. This Resolution shall take effect upon the passage and adoption of this Resolution.

PASSED AND ADOPTED this 19th day of January, 2021.

ATTEST:

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Amenity Policies & Rates dated January 19, 2021

Exhibit A

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES & RATES

**ADOPTED APRIL 12, 2018
REVISED JULY 11, 2019
REVISED JANUARY 19, 2021**

DEFINITIONS

“Amenities” or “Amenity Facilities” – shall mean the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to, the Clubhouse, fitness center, swimming pool, and basketball courts, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” – shall mean these Amenity Policies and Rates of the Towne Park Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies when and as necessary and will notify Patrons of any changes by posting the revised Policies on the District’s website. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

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

“Annual User Fee” – shall mean the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action.

“Board of Supervisors” or “Board” – shall mean the Towne Park Community Development District’s Board of Supervisors.

“Clubhouse” – shall mean the amenity building commonly referred to as the _____ Clubhouse, located at _____.

“District” – shall mean the Towne Park Community Development District.

“District Staff” – shall mean the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Household” – shall mean those individuals residing within the immediate household of a Patron. This can consist of individuals who have not yet attained the age of eighteen or individuals over the age of eighteen (18) actually residing in the household. This does not include visiting relatives, or extended family not residing in the home. Proof of residency for individuals over the age of eighteen (18) years is required by driver’s license or state or federal issued form of identification. A signed affidavit of residency shall be required for individuals under the age of eighteen (18) years.

“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 over the age of eighteen (18) years to use the Amenities.

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

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

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

“Patron” or “Patrons” – shall mean Residents, Guests, Non-Resident Patrons, and Renters who are eighteen (18) years of age and older.

“Renter” – shall mean an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required.

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

AMENITIES ACCESS AND USAGE

Only Patrons and Guests have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies. All persons using the Amenities do so at their own risk and agree to abide by the Amenity Policies. The District shall assume no responsibility and shall not be liable in any accidents, personal injury or death, or damage to, or loss of property arising from the use of the Amenities or from the acts, omissions, or negligence of other persons using the Amenities.

Resident Access and Usage. Residents must pay Operations & Maintenance Assessments applicable to property owners within the District in accordance with the District’s annual assessment resolution. Payment of Operations & Maintenance Assessments covers the Annual User Fee for such Resident and entitles the Resident to use of the Amenities for the corresponding fiscal year of the District, which year begins October 1 and ends September 30. Residents must complete the Amenity Access Registration Form prior to access or use of the Amenities.

Non-Resident Access and Usage. A Non-Resident Patron must pay the Annual User Fee applicable to Non-Residents in order to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment by the District. This fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual User Fee shall be paid in full on the anniversary date of application. Annual User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.

Guest Access and Usage. Each Patron Household and Non-Resident Patron Household is entitled to bring four (4) persons as Guests to the Amenities at one time (unless Patron Household or Non-Resident Patron Household has reserved the Clubhouse). District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron over the age of eighteen (18) years must accompany Guests at all times during Guests use of the Amenities and are responsible for any and all actions taken by such Guests. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron’s access and usage privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Patron Household or Non-Resident Patron Household’s access and usage privileges.

Renter’s Privileges. Residents who rent or lease residential unit(s) in the District shall have the right to designate the Renter of the residential unit(s) as the beneficial users of the Resident’s privileges to use the Amenities 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 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 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 Amenity Policies as the Board may adopt from time to time.

Access Cards. Facility Access Cards will be issued to each residential unit at the time they are closing upon property within the District. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. Access Card should not be given out to non-residents. A maximum of two (2) Access Cards will be issued per residential unit.

All Patrons must use their Access Cards for entrance to the Amenity Facilities. Minors under fourteen (14) years of age must be accompanied by an adult eighteen (18) years and older at all times. Each residential unit will be authorized initial Access Cards free of charge after which a fee shall be charged for each additional Access Card in accordance with the Amenity Rates then in effect.

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

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards.

SMOKING, DRUGS, AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other smokable substances such as vapor and electric devices, is not permitted anywhere inside the Amenity Facilities, including 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 and on District owned property. All waste must be disposed of in the appropriate receptacles. No employee or contractor of the District shall smoke in any building, or enclosed or fenced area of the Amenities. Any violation of this policy shall be reported to District Staff.

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

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animal(s)” trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls and fitness center), pools, tennis courts, basketball courts, playgrounds, parking lots, open spaces and other appurtenances or related improvements. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal under the following conditions:

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

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

GENERAL AMENITY POLICIES

Hours of Operation. All hours of operation of the Amenities will be established and published by the District on its website. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes. Any programs or activities of the District may have priority over other users of the Amenities.

Unless otherwise posted on the website, all outdoor Amenities are open only from dawn until dusk. The specific, current hours of operation for several of the Amenities, which may be amended from time to time and which may be subject to closure for holidays and other special circumstances, are as published on the District’s website. No Patron or Guest is allowed in the service areas of the Amenities.

General Usage Guidelines. Except as otherwise stated herein, the following guidelines govern the use of the Amenities generally. Specific policies for each Amenity are outlined in the respective section for each herein.

- (1) ***Registration and Access Cards.*** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card available for inspection. Access 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 District Staff.
- (2) ***Attire.*** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities. Bathing suits and wet feet are not allowed indoors with the exception of the bath rooms.
- (3) ***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.
- (4) ***Parking and Vehicles.*** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District staff. Off-road bikes/vehicles (including ATV’s), and motorized scooters are prohibited on all property owned, maintained, and operated by the District or at any of the Amenities within District unless they are owned by the District.

- (5) **Fireworks.** Fireworks of any kind are not permitted anywhere on District owned property or adjacent areas.
- (6) **Skateboards, Etc.** Bicycles, skateboards, or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, Clubhouse, pool area, athletic fields, basketball courts, playground area, and sidewalks surrounding these areas.
- (7) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
- (8) **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, no firearms may be carried to any meeting of the District's Board of Supervisors.
- (9) **Equipment.** All District equipment, furniture, and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items are in need of repair, maintenance, or cleaning.
- (10) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
- (11) **Bounce Houses and Other Structures.** The installation and use of bounce houses and similar apparatus is prohibited on District property. No exceptions will be made.
- (12) **Cellular Phones.** To prevent disturbance to others, use of cellular telephones should be limited while using the Amenities and Patrons and Guests are asked to keep their ringers turned off or on vibrate while using the Amenities.
- (13) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted.
- (14) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned in to the Amenity Manager for storage in the lost and found. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (15) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities. Any individual violating this policy may be reported to the local authorities.
- (16) **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.
- (17) **Courtesy.** Patrons and their Guests shall treat all staff members and other Patrons and Guests with courtesy and respect. Disrespectful or abusive treatment of District staff or contractors may result in suspension or termination of Amenity access and usage privileges.
- (18) **Emergencies.** In the event of an injury, property damage, or other emergency, please contact District Staff immediately in accordance with the terms of this policy contained herein.
- (19) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes the security alarm to sound will be responsible for the full amount of any fee charged to the District in connection with such security alarm.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming after dusk is prohibited by the Florida Department of Health.
- (2) **Swim at Your Own Risk.** No Lifeguards will be on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Minors under the age of fourteen (14) years must be accompanied by, and supervised by, an adult at least eighteen (18) years of age at all times for usage of the pool. All children five (5) years of age or younger, as well as all children who are unable to swim by themselves, must be supervised by a responsible individual eighteen (18) years of age or older within arm's length at all times 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.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times. No thongs or Brazilian bikinis are allowed. Wearing prohibited attire will result in immediate expulsion from the pool area.
- (7) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (8) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps or other dangerous actions are prohibited.
- (9) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning.
- (10) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them.
- (11) **Entrances.** Pool entrances must be kept clear at all times.
- (12) **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.
- (13) **Swim Diapers.** Children under the age of three (3) years, and those who are not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.

(14) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

(15) **Pool Closure.** In addition to Polk County and the State of Florida Health Code Standards, and as noted above, the pool will be closed for the following reasons:

- During severe weather conditions (heavy rain, lightning, and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
- For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
- Operational and mechanical treatments or difficulties affecting pool water quality.
- For a period of time 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.

(16) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.

(17) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect during the rental of other Amenity areas.

(18) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District.

FITNESS CENTER POLICIES

(1) **Exercise at Your Own Risk.** The fitness center is not supervised during operating hours. 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 fourteen (14) years and older may use the fitness center, but they must have an Access Card and signed waiver on file. No children under the age of (14) years are allowed in the fitness center 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) **Food and Drink.** No food or chewing gum is permitted in the fitness center. Water or other sport drinks must be contained in non-breakable spill-proof containers.

(5) **Noise.** Personal music devices are permitted if used with headphones and played at a volume that does not disturb others. Cell phones should be silenced and not used while in the fitness center.

(6) **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. Individuals are responsible for wiping down fitness equipment after use.

(7) ***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.

(8) ***Hand Chalk.*** Hand chalk is not permitted.

(9) ***Personal Items.*** No bags, gear, or clothing are permitted on the floor of the fitness center or on the fitness equipment.

(10) ***Courtesy.*** If a Patron/Guest is waiting, cardiovascular equipment utilization is limited to thirty (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.

(11) ***Maintenance.*** All concerns, equipment malfunctions, and maintenance needs should be reported to District Staff immediately.

(12) ***Emergencies.*** All emergencies and injuries must be reported to District Staff immediately.

BASKETBALL COURT POLICIES

(1) ***Use at Own Risk.*** Patrons and Guests may use the basketball courts at their own risk and must comply with all posted signage. All Patrons and Guests are encouraged to consult their physician before beginning an exercise program and using the basketball courts.

(2) ***Hours of Operation.*** Unless otherwise posted, the basketball courts are open from dawn until dusk.

(3) ***Supervision of Children.*** Supervision by an adult eighteen (18) years and older is required for minors under the age of fourteen (14) years.

(3) ***No Reservations.*** The basketball courts are available for use by Patrons and Guests on a first-come, first-serve basis and cannot be reserved in advance. If another Patron or Guest is waiting, basketball court usage shall be limited to one (1) hour.

(4) ***Attire.*** Appropriate athletic attire including shorts, shirts, and closed toed athletic footwear must be worn at all times in the basketball courts. No black soled shoes are permitted.

(5) ***Destructive Use of Equipment Prohibited.*** Hanging on the hoops, dunking, drawing on the courts, and destructive use of the equipment is prohibited.

(6) ***Food and Drinks.*** Food and gum are not permitted on the basketball courts. Drinks must be in a non-breakable spill-proof container. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the basketball courts.

(7) ***Prohibited Equipment.*** No bicycles, scooters, skateboards, rollerblades or other equipment are permitted on the basketball courts. No chairs, other than those provided by the District, are permitted on the basketball courts.

(8) ***Emergencies.*** All emergencies and injuries must be reported to District Staff immediately.

PLAYGROUND POLICIES

(1) ***Use at Own Risk.*** Patrons and Guests may use the playgrounds and parks at their own risk and must comply with all posted signage.

- (2) **Hours of Operation.** Unless otherwise posted, all playground and park hours are from dawn to dusk.
- (3) **Supervision of Children.** Supervision by an adult eighteen (18) years and older is required for children under the age of thirteen (13) years. Children must remain in the sight of adult supervisor at all times. All children are expected to play cooperatively with other children.
- (4) **Shoes.** Proper footwear is required and no loose clothing especially with strings should be worn.
- (5) **Mulch.** The mulch material is necessary for reducing fall impact and for good drainage. It is not to be picked up, thrown, or kicked for any reason.
- (6) **Food & Drink.** No food, drinks or gum are permitted on the playground, but are permitted at the parks. Patrons and Guests are responsible for clean-up of any food or drinks brought by them to the parks.
- (7) **Glass Containers.** No glass containers are permitted.

FACILITY RENTAL POLICIES

(1) **Rentals; Patrons Only.** For the convenience and enjoyment of our Patrons, the Clubhouse is available for rental during normal operating hours by Patrons in order to use the Clubhouse on an exclusive basis for organized events. Unless otherwise directed by the District, only Patrons may rent the Clubhouse. Patrons may not rent the Clubhouse on behalf of non-Patrons. All rentals are subject to availability and the discretion of District Staff. The pool and pool deck areas are NOT available for rental and shall remain open to other Patrons and their Guests during normal operating hours.

(2) **Rental Reservation Process.** Patrons interested in renting the clubhouse may reserve a desired rental date and time on a first-come, first-serve basis up to four (4) months in advance of such desired rental date. To reserve a desired rental date and time, Patrons must submit to the Amenity Manager a completed Amenity Rental Form and a check in the full amount of the Deposit as specified in the Amenity Rates ("Rental Date"). A desired rental date will NOT be reserved until both the completed Amenity Rental Form and Deposit are received by District Staff. District Staff will review the Amenity Rental Form and has full authority to deny the request subject to availability and in its reasonable discretion. No later than fourteen (14) days prior to the Rental Date, Patron must submit a check to the Amenity Manager for the full amount of the Rental Fee as specified in the Amenity Rates or Patron's Deposit will be forfeited and the Rental Date will be released and made available to other Patrons. To make a reservation within fourteen (14) days of the desired rental date, Patrons must submit to District Staff a completed Amenity Rental Form and a check in the total amount of both the Deposit and Rental Fee. NO EXCEPTIONS WILL BE MADE TO THE RENTAL RESERVATION PROCESS.

(3) **Cancellations.** Cancellations must be made in writing and received by the Amenity Manager at least fifteen (15) days in advance of the Rental Date in order for Patron to receive a refund of the Deposit.

(4) **Deposits.** Deposits will be returned within ten (10) days of the Rental Date provided there has been no damage to District property and the Clubhouse has been properly cleaned after use. To receive the full refund of the Deposit, the renting Patron must:

- i. Remove all garbage, place in dumpster, and replace garbage liners;
- ii. Remove all decorations, event displays, and materials;
- iii. Return all furniture and other items to their original position;
- iv. Wipe off counters, table tops, and the sink area;

- v. Clean out and wipe down the refrigerator as well as any cabinets and other appliances used; and
 - iii. Otherwise clean the Clubhouse and restore it to the pre-rented condition, and to the satisfaction of District Staff.
- (5) ***Additional Cleaning or Damage.*** The District may retain all or part of any Deposit if the District determines, in its sole discretion, that it is necessary to perform additional cleaning or to repair any damages arising from the rental. Should the costs of any such cleaning or repairs exceed the Deposit, the District shall have authority to recover such costs from Patron by any means legally available and to suspend Patron's access and use privileges until such Patron pays any such amounts.
- (6) ***Duration of Events.*** Unless otherwise authorized in writing by the District's Board of Supervisors pursuant to a special request, rentals shall take place during normal business hours and be for a maximum of five (5) hours, inclusive of set-up and clean-up time. No exceptions shall be made to allow for set-up or clean-up outside of the five (5) hour rental period.
- (7) ***Noise.*** The volume of any live or recorded music must not violate applicable County noise ordinances or unreasonably interfere with residents' use and enjoyment of their homes or the other Amenities.
- (8) ***Capacity.*** Under no circumstances shall the capacity limit of the Clubhouse be exceeded during any rental.
- (9) ***Insurance.*** Additional liability insurance coverage may be required for events that the District determines in its sole discretion should require additional liability insurance. The District must be named as an additional insured on any such insurance policy in order to satisfy any such requirement for additional liability insurance.

POND POLICIES

Ponds and other stormwater management facilities ("Ponds") within the District primarily function as retention ponds to facilitate the District's system for treatment and attenuation of stormwater run-off and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure the continued operations of the Ponds while allowing limited recreational use of the same.

- (1) Users of District Ponds shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement, or regulation of any governmental entity relating to the District Ponds.
- (2) Wading and swimming in District Ponds are prohibited.
- (3) Patrons may fish from District Ponds. However, the District has a "catch and release" policy for all fish caught in these waters.
- (4) Pets are not allowed in the District Ponds. Wildlife (including but not limited to birds and reptiles) may neither be removed from nor released into the District Ponds; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).

- (5) Owners of property lying contiguous to the District Ponds shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty, setting and safety of the property.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Ponds or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation or the withdrawal of water shall be placed in or around the District Ponds, except by the District.
- (8) No foreign materials may be disposed of in the District Ponds, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Pond environment.
- (9) Easements through residential backyards along the community's stormwater management system are for maintenance purposes only and residents are not granted access for fishing or any other recreational purpose. Access to other residents' backyards via these maintenance easements is prohibited. Unless individual property owners of single family dwelling homes grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife - water moccasins and other snakes, alligators, snapping turtles, and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida.
- (11) Any hazardous condition concerning the District Ponds must immediately be reported to the District Manager and the proper authorities.
- (12) Property owners and residents are responsible for their tenants', guests', and invitees' adherence to these policies.

SUSPENSION AND TERMINATION OF PRIVILEGES

- (1) **General Policy.** All persons using the Amenities and entering District property are responsible for compliance with, and shall comply with, the Amenity Policies established for the safe operations of the District's Amenities. District Staff must protect the rights and privileges of rule-abiding Patrons, and inappropriate behavior by Patrons or their Guests will not be tolerated.
- (2) **Suspension of Access and Use Privileges.** The District, through its Board, District Manager, Amenity Manager, and District Counsel 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 any District rules or policies (e.g., Amenity Policies);
 - f. Treats the District's supervisors, staff, general/amenity management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;

- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or Guests.

(3) ***Authority of District Staff and Members of the Board of Supervisors.*** District Staff or their designee, and any member of the Board of Supervisors, 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 reasonable discretion it is the District's best interests to do so. District Staff 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.

(4) ***Process for Suspension or Termination of Access and Use Privileges.*** Subject to the rights of District Staff set forth in Section 3 above, the following process shall govern suspension and termination of privileges:

- a. Offenses:
 - i. First Offense: Verbal warning by District Staff and suspension from the Amenities for up to one (1) week from the commencement of the suspension. Violation is recorded by District Staff, signed by the individual offender(s), and held on file by the District.
 - ii. Second Offense: Automatic suspension of all Amenity privileges for up to thirty (30) days from the commencement of the suspension, with the preparation by District Staff of a written report to be signed by the offender(s) and filed with the District.
 - iii. Third Offense: Suspension of all Amenity privileges for up to one (1) year. Such suspension shall run to the next regular meeting of the Board of Supervisors. At said meeting, the record of all previous offenses will be presented to the Board for recommendation of termination of the offender(s) privileges for one (1) calendar year. The length of the suspension is in the discretion of the Board and may be for less than one (1) year.
- b. Each offense shall expire one (1) year after such offense was committed, at which time 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.
- c. 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 Staff upon consultation with one Board member, justifies suspension beyond the guidelines set forth above, such offender(s) shall have all amenity privileges immediately suspended until the next Board of Supervisors meeting. At the Board meeting, the Board will be presented with the facts surrounding the arrest or violation and the Board may make a recommendation of suspension or termination of the offender(s) privileges, which suspension or termination may include members of the offender(s) household and may, upon the first offense, equal to or exceed one year. In particular situations that pose a

long term or continuing threat to the health, safety and welfare of the District and its residents and users, permanent termination of Amenity privileges may be warranted and considered.

- d. 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.

(5) ***Legal Action; Criminal Prosecution.*** If any person is found to have committed any of the infractions noted in Section 2 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

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 Household.

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

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

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

SOVEREIGN IMMUNITY

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

SEVERABILITY

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

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

The above amended policies were adopted on April 12, 2018, as revised on July 11, 2019, as further amended on January 19, 2021, by the Board of Supervisors for the Towne Park Community Development District.

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

Exhibit C: Amenity Rental Application Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2500.00
Replacement Access Card	\$30.00
Amenity Rental Deposit	\$150.00
Amenity Rental Fee	\$100.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____

CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____

DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____

DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card for the above listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the District for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damages caused by me, my family members or my guests and the damages resulting from the loss or theft of my or my family members' Facility Access Card. It is understood that Facility Access Card are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its agents, officers and employees from any and all liability for any injuries that might occur in conjunction with the use of any of the District's amenity facilities (including but not limited to: swimming pools, basketball courts, fitness center, clubhouse facility, playground equipment, other facilities), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY:

(REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

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

Signature of Patron

The foregoing was acknowledged before me this ____ day of _____, 20__, by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

Name Typed, Printed, or Stamped

Notary Public, State of _____

RECEIPT OF DISTRICT POLICIES & RATES:

I acknowledge that I have been provided and understand the terms in the **Amenity Policies and Rates**.

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies & Rates** for the most current policies regarding guests.

PLEASE RETURN THIS FORM TO:

Towne Park Community Development District
Attn: Jill Burns, District Manager
219 East Livingston Street
Orlando, Florida 32801
Telephone: (407) 841-5524
Email: jburns@gmscfl.com

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT: _____

Access Card # _____

ADDITIONAL INFORMATION:

Phase 2A – _____ Phase 2B – _____ Phase 3A – _____

New Construction: _____ Re-Sale: _____ Prior Owner: _____

Rental: _____ Landlord/ Owner: _____ Lease Term: _____

EXHIBIT C
AMENITY RENTAL APPLICATION

**TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
AMENITY RENTAL FORM**

Name of Applicant: _____ Today's Date: _____
Street Address: _____
Contact Phone: _____ Alternate Phone: _____
Email: _____
Intended Use: _____ Estimated Attendance: _____
Date of Event: _____ Time: (5hr max.) _____ to _____

I agree to indemnify and hold harmless the Towne Park Community Development, and their agents, supervisors, officers, directors, employees, and staff from any and all liability, claims, actions, suits, or demands by any person, corporation, or other entity, for 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 the District Amenities. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Fla. Stat.

I have read, understand, and agree to abide by all policies and rules of the District governing the District Amenities. Failure to adhere to the District's policies and rules may result in the suspension or termination of any privileges to use the District Amenities. I also understand that I am financially responsible for any damages caused by me, my family members, and my guests. If requested, I will obtain an event insurance policy naming the Towne Park Community Development District, and their agents, supervisors, officers, directors, employees, and staff as additional insured.

Signature of Applicant

Date

Please initial by each:

1. _____ ***The reservation is not confirmed until both the completed Amenity Rental Application Form and the Deposit have been received by Towne Park Community Development District staff.***
2. _____ There is a maximum capacity of 50 persons for the Clubhouse. Patrons must inform their guests that once the scheduled event is completed, all guests are requested to exit.
3. _____ Alcohol is prohibited on District property. There are no exceptions.
4. _____ The five (5) hour maximum time limit includes set-up and post-event clean up and applies to all guests in attendance. Standard guest policy applies outside the scheduled rental timeframe and to all other District amenities during the rental timeframe. For the time of the scheduled use (reservation) the renter has the exclusive use of the clubhouse facility only. The pool area, fitness center, and park areas will remain open to all residents of the community from dawn until dusk daily.
5. _____ The interior and exterior of the Clubhouse is under closed circuit television surveillance.
6. _____ A security deposit in the amount of One Hundred Fifty Dollars (\$150.00) made out to **Towne Park Community Development District** shall be provided for the Facility within five (5) days of the date of submitting the reservation request.
7. _____ The Deposit will refunded to Patron within five (5) business days following the event provided all requirements set forth in the Amenity Policies are complete. If the Deposit will not be refunded, the Patron will be notified by District Staff within five (5) business days following the event.
8. _____ Rental Fee: A non-refundable Rental Fee of One Hundred Dollars (\$100.00) will be charged for rental of the Clubhouse. A separate check shall be made out to the "Towne Park Community Development District" and submitted to District Staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fifteen (15) days prior to the reservation date will forfeit the Deposit.
9. _____ Additional fees may be assessed if the clean-up is incomplete, event is not limited to reservation time frame, or there is damage to the Amenities.
10. _____ I have reviewed and fully understand the Amenity Policies.

For District Use Only:

Deposit Amount: \$ _____ Number of Guests: _____ Check # _____ Date: _____

Received By: _____

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

Received By: _____

SECTION VIII

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Towne Park Community Development District
c/o Governmental Management Services –
Central Florida LLC
219 East Livingston Street
Orlando, Florida 32801

**FOURTH AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCING AND
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

*THIS FOURTH AMENDED & RESTATED DISCLOSURE OF PUBLIC FINANCING AND
MAINTENANCE OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY THE TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT AMENDS THE THIRD AMENDED AND RESTATED
DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF IMPROVEMENTS TO REAL
PROPERTY UNDERTAKEN BY THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT
RECORDED IN POLK COUNTY OFFICIAL RECORDS BOOK 11075, PAGES 2118-2129, INCLUSIVE.*

Board of Supervisors¹

Towne Park Community Development District

Warren K. (Rennie) Heath, II
Chairperson

Justin Frye
Assistant Secretary

Lauren Schwenk
Vice Chairperson

Brian Walsh
Assistant Secretary

Jeffrey Shenefield
Assistant Secretary

Governmental Management Services – Central Florida, LLC
District Manager
219 East Livingston Street
Orlando, Florida 32801
(407) 841-5524

¹ This list reflects the composition of the Board of Supervisors as of January 19th, 2021. For a current list of Board Members, please contact the District Manager's office.

District records are on file at the offices of Governmental Management Services – Central Florida, LLC, and at the Local Records Office at the offices of Highland Homes located at 3020 S. Florida Avenue, Suite 101, Lakeland, Florida 33803 and are available for public inspection upon request during normal business hours.

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TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Towne Park Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well as maintenance of roadways, utilities, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**FOURTH AMENDED AND RESTATED DISCLOSURE
OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Towne Park Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, Florida Statutes (the “Act”), and established by Ordinance No. 5476, enacted by the City Commission of the City of Lakeland, Florida, which became effective on November 3, 2014, as amended by Ordinance No. 5766, which became effective on April 1, 2019 (together, the “Ordinance”). The District encompasses approximately 586 gross acres of land located entirely within the boundaries of City of Lakeland, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in City of Lakeland. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately 586 gross acres located entirely within the City of Lakeland, Florida. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to, roadways, stormwater management system facilities, water and sewer infrastructure, and entry feature and signage. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted a *Preliminary Engineer’s Report* dated November 2014, as amended by that *First Amendment to the Master Engineer’s Report* dated March 2018, as supplemented (collectively, the “Engineer’s Report”), which details all of the improvements contemplated for the completion of the infrastructure of the District (the “Capital Improvement Plan”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On December 12, 2014, the Tenth Judicial Circuit Court of the State of Florida, in and for Polk County, Florida, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$50,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On June 13, 2016, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for Phases 2A and 2B of the Capital Improvement Plan (the “Series 2016 Project”). On that date, the District issued its Towne Park Community Development District, Special Assessment Bonds, Series 2016, in the amount of \$2,960,000 (the “Series 2016 Bonds”). Proceeds of the Series 2016 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2016 Project. The Series 2016 Project is more specifically set forth in the *First Supplemental Engineer’s Report for Phase 2A and 2B*, dated May 12, 2016 (the “First Supplemental Engineer’s Report”).

On June 21, 2018, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for Phases 2B and 3A of the Capital Improvement Plan (the “Series 2018 Project”). On that date, the District issued its Towne Park Community Development District, Special Assessment Bonds, Series 2018 (Assessment Area 2B Project) in the amount of \$3,365,000, and its Towne Park Community Development District, Special Assessment Bonds, Series 2018 (Assessment Area 3A Project), in the amount of \$10,470,000 (together, the “Series 2018 Bonds”). The Series 2018 Project is more specifically set forth in the *Second Supplemental Engineer’s Report for Phase 2B and 3A*, dated February 2018 (the “Second Supplemental Engineer’s Report”).

On August 12, 2019, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for Phase 3B (also known as “Riverstone Phase 2”) of the Capital Improvement Plan (the “Assessment Area 3B Project”). On that date, the District issued its Towne Park Community Development District, Special

Assessment Bonds, Series 2019 (Assessment Area 3B Project) in the amount of \$5,485,000 (the “Assessment Area 3B Bonds”). The Assessment Area 3B Project is more specifically set forth in the *Third Supplemental Engineer’s Report Phase 3B (Assessment Area 3B)*, dated July 2019 (the “Third Supplemental Engineer’s Report”).

On December 5, 2019, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for Phase 3C (also known as “Riverstone Phases 3 and 4”) of the Capital Improvement Plan (the “Assessment Area 3C Project”). On that date, the District issued its Towne Park Community Development District, Special Assessment Bonds, Series 2019 (Assessment Area 3C Project) in the amount of \$5,250,000 (the “Assessment Area 3D Bonds”). The Assessment Area 3C Project is more specifically set forth in the *Fourth Supplemental Engineer’s Report Phase 3C (Assessment Area 3C)*, dated September 2019 (the “Fourth Supplemental Engineer’s Report”).

On December 21, 2020, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for Phase 3D (also known as “Riverstone Phases 5 and 6”) of the Capital Improvement Plan (the “Assessment Area 3D Project”). On that date, the District issued its Towne Park Community Development District, Special Assessment Bonds, Series 2020 (Assessment Area 3D Project) in the amount of \$7,090,000 (the “Assessment Area 3D Bonds” and, collectively with the Assessment Area 3C Bonds, the Assessment Area 3B Bonds, the Series 2018 Bonds and Series 2016 Bonds, the “Bonds”). The Assessment Area 3D Project is more specifically set forth in the *Fifth Supplemental Engineer’s Report Phase 3D (Assessment Area 3D)*, dated December 2020 (the “Fifth Supplemental Engineer’s Report”).

Stormwater Management System

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway and curb and gutter to storm inlets at which point storm culverts transfer the runoff into the proposed retention ponds for water quality treatment and attenuation. The stormwater systems will utilize wet retention for biological pollutant assimilation to achieve water quality treatment. The District’s stormwater management systems have been or will be designed in accordance with the applicable standards of City of Lakeland, Polk County, and the Southwest Florida Water Management District. Upon completion, the stormwater management facilities will be owned and maintained by the District.

Roadways

The District roadway sections will be built to an “urban” typical section consisting of 50-foot rights of way with 20-foot wide asphalt and Miami curb and gutter on each side. The roadways will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surfaces. The proposed curbs will be 2-foot wide and placed along the edge of the roadway sections for purposes of protecting the integrity of the pavement as well as provide stormwater runoff conveyance to the stormwater management facilities. Underdrain will be provided as necessary to control groundwater and protect the roadway base material. The roadways design also includes signage and pavement markings in the public rights-of-way, as well as street signs identifying street names and addressing, to be used by District residents and the public. The roadway improvements may be dedicated to City of Lakeland or owned by the District upon completion.

Water and Wastewater Facilities

The utilities within the District will consist of a potable water system as well as a domestic wastewater collection system. The potable water system will include water mains, gate valves, fire hydrants, and appurtenances. The system will be a “looped” system consisting of 4-inch, 6-inch, and 8-inch diameter water mains. Water service will be provided by the City of Lakeland Public Utilities and will provide potable (domestic) and fire protection services which will serve the entire District. The wastewater collection system will consist of gravity sanitary sewer mains, sewer laterals, pump station(s), and pressure force mains. The gravity sanitary sewer mains will be 8-inch diameter pipe and will be placed inside of the proposed public rights-of-way and under the roadway sections. Lateral sewer lines to serve the individual lots within the District will branch off of these primary sanitary sewer mains. No pump station or force mains are required because the project has an existing sanitary sewer pump station adjacent to the site. Reclaimed water is not available within the District. However, an irrigation well will be installed within the District to provide irrigation within the public rights-of-way. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Entry Feature, Signage, and Landscaping

Landscaping and irrigation is proposed throughout the District’s boundaries in rights-of-way, open space areas, and boundary buffers. Incorporated with the landscape improvements are the installation of entry features and signage throughout the District.

Assessments, Fees and Charges

A portion of the master infrastructure improvements identified in the District’s Capital Improvement Plan have been or will be financed by the District through the sale of its Bonds. The amortization schedules for the Bonds are available in the District’s public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District’s *Master Assessment Methodology Report*, dated January 21, 2015, as amended in the *Amended and Restated Master Assessment Methodology*, dated March 8, 2018, as supplemented (collectively, the “Assessment Methodology”), are available for review in the District’s public records.

The Bonds and associated interest are payable solely from and secured by assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the Capital Improvement Plan (“Debt Assessments”). The Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Debt Assessments are levied in accordance with the District’s Assessment Methodology and represent an allocation of the costs of the District’s Capital Improvement Plan to those lands within the District benefiting from the Capital Improvement Plan.

The Debt Assessments described above exclude any operations and maintenance assessments (“O&M Assessments”), which may be determined and calculated annually by the District’s Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District’s current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

Except as discussed above, the District’s Debt Assessments and/or O&M Assessments may appear on that portion of the annual real estate tax notice entitled “non-ad valorem assessments,” and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same early prepaid discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the Towne Park Community Development District’s operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Towne Park Community Development District, 219 East Livingston Place, Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District’s public financing and maintenance

activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

/SIGNATURES SET FORTH ON THE FOLLOWING PAGE/

IN WITNESS WHEREOF, this Fourth Amended and Restated Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the 19th day of January, 2021, and recorded in the Official Records of Polk County, Florida.

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

By: Warren K. (Rennie) Heath, II
Chairperson, Board of Supervisors

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by Warren K. (“Rennie”) Heath II, as Chairperson of the Board of Supervisors of the Towne Park Community Development District.

[notary seal]

(Official Notary Signature)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

EXHIBIT A -Legal Description of District Lands

TOWNE PARK Community Development District

Legal Description

Phase 2:

THAT PART OF SECTIONS 8 & 9, TOWNSHIP 29 SOUTH, RANGE 23 EAST, POLK COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF SAID SECTION 9 AND RUN THENCE N-89°58'07"-E ALONG THE SOUTH BOUNDARY OF SAID SECTION 9, 1865.81 FEET; THENCE N-00°01'53"-W, 247.65 FEET; THENCE N-00°41'07"-E, 178.59 FEET; THENCE N-65°58'09"-W, 132.26 FEET; THENCE N-58°19'08"-W, 210.85 FEET; THENCE N-61°10'05"-W, 134.05 FEET; THENCE S-81°49'54"-W, 50.47 FEET; THENCE N-57°05'32"-W, 104.75 FEET; THENCE S-48°54'17"-W, 18.23 FEET; THENCE ALONG A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 1360.46 FEET, A CHORD OF 274.53 FEET AND A CHORD BEARING OF N-37°45'56"-W THROUGH A CENTRAL ANGLE OF 11°34'54" AN ARC LENGTH OF 275.00 FEET; THENCE S-56°05'06"-W, 50.03 FEET; THENCE ALONG A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1010.00 FEET, A CHORD OF 269.29 FEET AND A CHORD BEARING OF S-65°09'55"-W THROUGH A CENTRAL ANGLE OF 15°19'20" AN ARC LENGTH OF 270.10 FEET; THENCE S-72°49'35"-W, 209.24 FEET; THENCE S-23°51'50"-W, 268.62 FEET; THENCE N-66°08'10"-W, 160.00 FEET; THENCE S-23°51'50"-W, 20.00 FEET; THENCE N-66°08'10"-W, 115.00 FEET; THENCE N-88°32'43"-W, 138.19 FEET; THENCE N-89°56'52"-W, 137.01 FEET TO THE WEST BOUNDARY OF SAID SECTION 9; THENCE N-00°07'16"-E ALONG SAID WEST BOUNDARY, 1646.83 FEET; THENCE N-90°00'00"-W, 80.00 FEET; THENCE N-00°07'16"-E, 387.68 FEET TO THE RIGHT OF WAY OF WEST PIPKIN ROAD; THENCE N-89°59'54"-W ALONG SAID RIGHT OF WAY, 982.20 FEET; THENCE S-36°31'55"-W ALONG THE EASTERLY LINE OF THE LAKELAND LINDER REGIONAL AIRPORT APPROACH SURFACE, 3224.55 FEET TO A POINT OF THE SOUTH BOUNDARY OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE S-89°56'41"-E ALONG SAID SOUTH BOUNDARY, 321.04 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 8; THENCE S-89°56'35"-E ALONG THE SOUTHERN BOUNDARY OF THE SOUTHEAST ¼ OF SAID SECTION 8, 2655.16 FEET TO THE POINT OF BEGINNING.

Phase 3:

Parcel 232917-000000-031000:

NW1/4 LESS SE1/4 OF SE1/4 OF NW1/4 & NW1/4 OF SW1/4 & W1/4 OF NE1/4 OF SW1/4

Parcel 232917-000000-010000:

NE1/4 & SE1/4 OF SE1/4 OF NW1/4 & E3/4 OF NE1/4 OF SW1/4

Parcel 232917-000000-023080:

N 330 FT OF W1/2 OF SE1/4 LESS E 990 FT BEING LOT 88 UNRE WOODHAVEN

Parcel 232917-000000-042120:
BEG 175 FT E OF SW COR OF SE1/4 OF SW1/4 OF SEC N 365 FT W 175 FT N 976.32 FT E
497.61 FT S 437.69 FT W 447.61 FT S 488.67 FT E 175 FT S 415 FT W 50
FT TO POB LESS RD R/W

Parcel 232917-000000-042070:
BEG 225 FT E OF SW COR SE1/4 OF SW1/4 N 415 FT W
175 FT N 488.67 FT E 447.61 FT S 904.03 FT TO S
LINE SEC W 272.61 FT TO POB LESS RD R/W

Parcel 232917-000000-044110:
E1/2 OF NE1/4 OF SW1/4 OF SW1/4

Parcel 232917-000000-044140:
E1/2 OF SE1/4 OF SW1/4 OF SW1/4 OF SEC LESS N
208.75 FT OF S 238.75 FT OF W 208.75 FT & LESS RD
R/W

Parcel 232917-000000-042110:
BEG SW COR OF SE1/4 OF SW1/4 OF SEC E ALONG S SEC
LINE 175 FT N 365 FT W 175 FT S TO POB LESS RD R/W

TOGETHER WITH:

ANNEXATION AREA

BEING LOTS 41, 42, AND 43 OF BLOCK 2, TOGETHER WITH
ADJACENT RIGHT-OF-WAY OF WHITE EGRET LANE, AND LOTS 1, 2,
3, AND THE NORTH 27.50 FEET OF LOT 4 OF BLOCK 5, ALL OF
TOWNE PARK ESTATES PHASE 2A AS RECORDED IN PLAT BOOK 163,
PAGE 47 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINING 1.06 ACRES, MORE OR LESS.

SECTION IX

PERSONNEL LEASING AGREEMENT

THIS PERSONNEL LEASING AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into this 19th day of January, 2021, by and between **Highland Sumner, LLC**, a Florida limited liability company (hereinafter referred to as "Lessor"), and the **Towne Park Community Development District**, a special-purpose unit of local government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Lessee" or "District").

RECITALS

WHEREAS, the District is responsible for constructing certain infrastructure improvements within and about the boundaries of the District; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, Governmental Management Services – Central Florida, LLC, (referred to herein as the "District Manager") is charged with the supervision of the works of the District including the hiring or provision of employees and other personnel; and

WHEREAS, the District desires to enter into a lease agreement with Lessor to provide certain administrative personnel to assist the District Manager and the district engineer, Absolute Engineering, Inc. ("District Engineer") with the administration and processing of construction related activities; and

WHEREAS, Lessor agrees to provide such a person who may work under the direction of the District Manager from time to time under such terms as are detailed below.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. RECITALS. The recitals set forth above are true and correct and are hereby incorporated in and made a part of this Agreement.

2. LEASE OF PERSONNEL. For and in consideration of the compensation described in Section 6 below, Lessee hereby agrees to lease from Lessor, and Lessor hereby agrees to lease to Lessee, an individual or individuals, acceptable to Lessee, for whatever sufficient time each week is necessary to complete the work (herein referred to as the "Construction Administrator"). The Construction Administrator's salary and benefits shall be determined and paid by Lessor. At the discretion of Lessor, Lessor may terminate the employment of the individual or individuals serving as Construction Administrator; in such event, Lessor shall attempt to employ a replacement, acceptable to Lessee, to serve as Construction Administrator.

3. DUTIES. The Construction Administrator shall work for the benefit of the District and shall be responsible for performing such duties related to construction administration as directed by the District Manager and District Engineer. Specifically, the Construction Administrator's duties shall include, but not be limited to, reviewing all construction performance, field conditions, and requisitions and ensuring that the proper processes are followed, and documentation obtained pursuant to the requirements of the various District agreements regarding construction, construction funding, acquisition, completion, operation and maintenance of improvements. The Construction

Administrator shall obtain such documentation from contractors and vendors related to payments tendered and work performed, as required by the District from time to time. Lessor acknowledges the District is subject to certain prompt payment responsibilities required by law. In no event shall the actions or omissions of the Construction Administrator result in a breach by the District of its prompt payment responsibilities.

4. TERM. The term of this Agreement shall be the earlier of the project completion or a one (1) year period commencing as of the date written above (the "Commencement Date"). This Agreement shall automatically renew each year unless terminated by either party. Either party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other party specifying the date the termination is to become effective. Notwithstanding the preceding sentence, Lessee shall have the right to immediately terminate this Agreement upon a breach by Lessor. Any termination of this Agreement shall not release Lessee of its obligation to pay Lessor the compensation due pursuant to Section 6 below for all periods prior to termination.

5. OFFICE SPACE AND SUPPORT SERVICES. Lessor shall provide the Construction Administrator such supplies or support as shall be reasonably necessary for the Construction Administrator to render services on behalf of Lessee in accordance with this Agreement all at no cost to Lessee.

6. COMPENSATION.

A. For and in consideration of the lease of the services of the Construction Administrator to Lessee by Lessor and the office space, supplies, support services and/or other overhead or facilities to be furnished to Lessee by Lessor pursuant to this Agreement, if any, Lessee shall pay Lessor six thousand dollars (\$6,000) per month. Payment shall occur as detailed in Subsection 6(B) below. Lessor agrees that it shall be solely responsible for all salary, employee benefits and all payroll-related taxes and charges associated with Lessor's employment of the person serving Lessee as Construction Administrator. In no event shall this Agreement be construed as an employment agreement between the Construction Administrator and Lessee, or between Lessor and Lessee.

B. Lessor shall submit monthly bills to the District Engineer that detail the Construction Administrator's efforts expended performing the duties imposed by this Agreement. The District Engineer shall review the monthly bills and upon approval shall prepare a requisition and transmit the requisition for payment in accordance with established District procedures as such may be modified from time to time.

C. The parties agree and covenant that any change in services or compensation under this Agreement shall reference this section of this Agreement in a writing signed by both parties hereto, approved by the District's Board of Supervisors.

7. CONTROL OF CONSTRUCTION ADMINISTRATOR. All services required to be rendered by the Construction Administrator hereunder shall be rendered subject to the consent, control and direction of Lessee through the offices of the Lessee's District Manager.

8. RELATIONSHIPS. Lessor and Lessee shall not, by virtue of this Agreement, be construed as joint venturers or partners of each other, and neither shall have the power to bind or

obligate the other. Lessor and Lessee acknowledge and agree that the Construction Administrator shall be an employee of Lessor. In furtherance thereof, Lessor shall be responsible for the payment of all compensation, taxes and employee benefits and other charges payable with respect to the Construction Administrator, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation and any other taxes or charges imposed by law with respect to the Construction Administrator.

9. PREVAILING PARTY. If it should become necessary for either of the parties to resort to legal action, the non-prevailing party shall pay all reasonable legal fees and other expenses incurred by the prevailing party, including but not limited to attorneys' fees of in-house and outside counsel at all judicial levels.

10. JURY WAIVER. The parties hereby knowingly, irrevocably, voluntarily, and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Agreement or arising out of, under or in connection with this Agreement or any document or instrument executed in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Agreement.

11. FORCE MAJEURE. Each party hereto shall give notice promptly to the other of the nature and extent of any event of force majeure claimed to delay or prevent its performance under this Agreement.

12. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Lessor: Highland Sumner, LLC
346 E. Central Avenue
Winter Haven, Florida 33880
Attn: Warren K. (Rennie) Heath II

B. If to District: Towne Park Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn.: Roy Van Wyk

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the

parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

13. INDEMNIFICATION. Lessor agrees to indemnify and hold the Lessee harmless from and against any and all damages, losses or claims, including but not limited to legal fees and expenses, to the extent that such damages, losses or claims are attributable to actions, omissions or negligence of the Construction Administrator.

14. LIMITATIONS ON LIABILITY PRESERVED. Lessor agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other law.

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

16. FURTHER ACTIONS. Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, agreements and other documents as the other party may, from time to time, reasonably required in order to accomplish the purposes of this Agreement.

17. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

18. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

19. PUBLIC RECORDS. Lessor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

20. WAIVER. No waiver of any breach of any term or condition of this Agreement shall be deemed to be a waiver of any subsequent breach of any term or condition of a like or different nature.

21. UNENFORCEABILITY. If any provisions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Agreement, and this Agreement shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

22. SURVIVAL OF TERMS. The terms, conditions, obligations and covenants in this Agreement shall survive its execution by the parties hereto and the consummation of the transactions between the parties contemplated herein.

23. CAPTIONS. The captions used herein are inserted only as a matter of convenience and are not to be used in the interpretation of any provision hereof.

24. ENTIRE AGREEMENT; BINDING EFFECT. Except as to modifications made under Section 6(C), above, this Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes any prior agreements and understandings relating to such subject matter. This Agreement shall inure to the benefit of, and be binding upon and enforceable by, the parties hereto and their respective successors and permitted assigns. Neither party to this Agreement may assign their rights or obligations hereunder without the prior written consent of the other party. Any purported assignment without such prior written consent is void.

25. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

In witness whereof, the parties execute this Agreement the day and year first written above.

ATTEST:

**TOWNE PARK COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

WITNESS:

HIGHLAND SUMNER, LLC, a Florida
limited liability company

By: Heath Construction and
Management, LLC

Its: Manager

By: Warren K. (Rennie) Heath II
Its: Manager

SECTION X

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: District Managers

FROM: Hopping Green & Sams

DATE: December 2020

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

The Contractor 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 Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor 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 the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.

SECTION XI

SECTION C

Towne Park CDD

Field Management Report



January 19, 2020
Clayton Smith
Field Services Manager
GMS

Complete

Annual Install

- Annual change completed.
- Additional permanent plants added to decrease annual bed size.
- Reduced cost of future annual changes and used more resilient annuals.



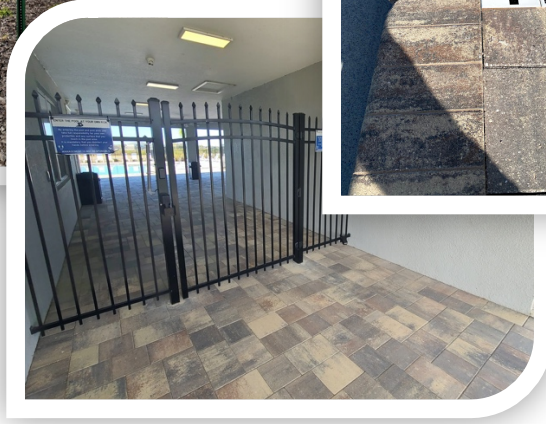
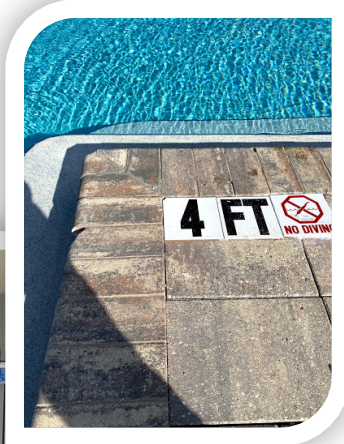
Entry Monument Lighting



- Meter was set but there was no power to meter.
- Work order submitted, and subsequently repaired.
- Lighting checked for operation.

Complete

Amenity Site Maintenance



- Carried out various amenity maintenance items.
- Installed “No Overnight Parking” sign.
- Repaired broken bricks at pool edge.
- Worked with contractor and office staff to change over key card access system. Key card system now fully operable.

In Process

Conveyance and Landscape Areas



- ✚ Performing inspections for areas to be turned over to the CDD. Phase 3&4 and the amenity to be turned over.
- ✚ Phase 3&4 Areas require a final finish mow/brush clearing for better inspection results.
- ✚ Amenity is nearing completion.



Damage behind homes Arlington River

- ✚ Heavy rutting/grading issues behind homes on Arlington River.
- ✚ It has been stated it was caused by builder when sodding the lots.
- ✚ Working with builder to rectify.



In Progress

Washout Repair



- ✚ Gathering pricing regarding washout near 3994 white Ibis.
- ✚ Area has washed out on CDD side of the sidewalk.
- ✚ Silt fence also has not been removed.

Amenity Landscape Enhancements

- ✚ Amenity area has some declined trees to be removed.
- ✚ Pricing mulch for amenity area.
- ✚ Emphasizing trash clean up at amenity.
- ✚ Some plant replacements needed.



Other

City Work and other Site Items

- ✚ Sidewalk completed by city.
- ✚ Sidewalk at Wood Thrush does not extend to the asphalt trail.
- ✚ Many areas holding water around playground and in common areas.
- ✚ Met with developer onsite to discuss.
- ✚ Street Lights along Medulla coming in the future.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION D

SECTION 1

*Item will be
provided under
separate cover.*

SECTION 2

*Item will be
provided under
separate cover.*

SECTION 3

SECTION A

EXHIBIT C

FORMS OF REQUISITIONS

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018 (ASSESSMENT AREA 3A PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Towne Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as successor trustee (the "Trustee"), dated as of June 1, 2016, as supplemented by that certain Third Supplemental Trust Indenture dated as of June 1, 2018 (collectively, the "Assessment Area 3A Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area 3A Indenture):

- (A) Requisition Number: **263**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: **Faulkner Engineering Services**
- (D) Amount Payable: **\$425.00**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
 - Invoice FES12632 for Phase I Engineering Services period through 7/24/20
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
 - X Assessment Area 3A Project Acquisition and Construction Account.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District,
2. each disbursement set forth above is a proper charge against:
 - X Assessment Area 3A Project Acquisition and Construction Account;
3. each disbursement set forth above was incurred in connection with:
 - X the Costs of the Assessment Area 3A Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

By: 
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area 3A Project, and is consistent with: (i) the applicable Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.



Consulting Engineer

EXHIBIT C

FORMS OF REQUISITIONS

TOWNE PARK COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2018 (ASSESSMENT AREA 3A PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Towne Park Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as successor trustee (the "Trustee"), dated as of June 1, 2016, as supplemented by that certain Third Supplemental Trust Indenture dated as of June 1, 2018 (collectively, the "Assessment Area 3A Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area 3A Indenture):

- (A) Requisition Number: **264**
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: **QGS Development**
- (D) Amount Payable: **\$54,356.39 (Balance remaining in account)**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice 10302020 for Return of Developer Funding
- (F) Fund or Account and subaccount, if any, from which disbursement to be made: X
Assessment Area 3A Project Acquisition and Construction Account.

The undersigned hereby certifies that:

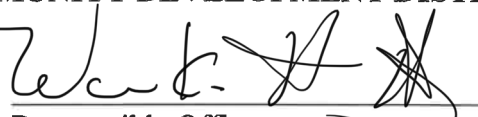
- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
X Assessment Area 3A Project Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:
X the Costs of the Assessment Area 3A Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are originals of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.


**TOWNE PARK
COMMUNITY DEVELOPMENT DISTRICT**

By: 
Responsible Officer

Date: _____

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Assessment Area 3A Project, and is consistent with: (i) the applicable Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.


Consulting Engineer

SECTION B

Requisition	Payee/Vendor	Amount	
1	JMBI Real Estate, LLC	\$	262,116.32
2	City of Lakeland	\$	1,844.48
3	City of Lakeland	\$	2,316.80
4	Mack Industries	\$	65,382.00
5	Mack Industries	\$	46,735.00
6	County Materials	\$	86,340.62
7	QGS Development, Inc.	\$	119,695.88
TOTAL		\$	584,431.10