

AGREEMENT FOR TOWING SERVICES
(Highland Meadows II Community Development District)

THIS AGREEMENT FOR TOWING SERVICES (the “**Agreement**”) is effective as of the _____ day of _____ 2024, by and between **HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district and local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Rizzetta & Company, Inc., 8529 South Park Circle, Suite 330, Orlando, Florida 32819 (if prior to February 15, 2024) or c/o Breeze Connected, LLC, 1540 International Parkway, Suite 2000, Lake Mary, Florida 32746 (if after February 15, 2024) (the “**District**”), and **BOLTON’S TOWING SERVICES, INC.**, a Florida corporation, whose address is 2690 Ave. E, SW, Winter Haven, Florida 33880 (the “**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended;

WHEREAS, the District adopted parking and towing rules on January 18, 2024 by Resolution 2024-04, a copy of which is attached hereto as **Exhibit “A,”** as may be amended from time to time by the District’s Board of Supervisors (hereinafter, the “**Towing Policies**”);

WHEREAS, the District owns real property within the boundaries of the District (collectively, the “**District Property**”);

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires engage an independent contractor to provide vehicle towing/removal services on the District Property in accordance with the Towing Policies;

WHEREAS, the Contractor desires to provide such services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law; and

WHEREAS, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties, and obligations of the parties relative to same.

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

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes the Contractor, and its employees and agents, to perform drive-by inspections and vehicle towing and/or removal services of prohibited parked or abandoned vehicles on the

District Property in accordance with direction given in writing from the District Manager (defined below) on hours for patrolling/drive-by inspections, the Towing Policies and the Contractor’s proposal entitled the “Towing Agreement,” attached hereto as **Exhibit “B”** (the “Proposal”), along with applicable Florida law, including Section 715.07, *Florida Statutes* (the “Services”). The Contractor shall also erect the statutorily required signage for towing, in accordance with Section 715.07, *Florida Statutes*. In the event of any conflict between the terms of the Proposal and the terms herein, the terms herein shall prevail.

A. This Agreement grants to Contractor the right to enter the District Property for the purposes described herein and Contractor hereby agrees to comply with all applicable laws, rules, ordinances, and regulations affecting the provision of the Services.

B. Upon towing/removing of a vehicle, such vehicle shall be stored by the Contractor in accordance with the requirements of Section 715.07, *Florida Statutes*, including that it must be stored within a ten (10) mile radius of the point of removal and shall provide for public access to such storage facility, as set forth in Section 715.07, *Florida Statutes*. In addition, the Contractor agrees to take a photograph of the vehicle being towed/removed prior to the towing/removal and agrees to email the District Manager (as defined below) the photograph with a description of the reason for the tow/removal within forty-eight (48) hours of the towing/removal by the Contractor.

SECTION 3. COMPENSATION. The Contractor acknowledges and agrees that it is not receiving compensation from the District for the Services. Any compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles as determined by the Department of Motor Vehicles.

SECTION 4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above, and shall remain in effect unless terminated with written notice to the other party.

SECTION 5. INSURANCE.

A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$300,000.00
<i>Property Damage (including contractual)</i>	\$300,000.00
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$300,000.00

B. The District, its staff, consultants, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

A. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor shall be solely responsible for any damage to property, including vehicles, caused by the towing/removal, and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless, and indemnify the District and its supervisors, officers, staff, representatives, and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by or related to the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or Services performed hereunder.

B. Obligations under this section shall include the payment of all settlements, judgements, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

SECTION 9. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 10. ASSIGNMENT. Neither the District nor the Contractor may assign their rights, duties, or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 11. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

A. Contractor hereby represents to District that: (i) it has the experience and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed to observe and perform the terms, covenants, conditions, and other provisions on its part to be observed or performed under this Agreement; (iii) it has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions; and (b) all other matters or things which could in any manner affect the performance of the Services.

SECTION 12. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

A. All matters pertaining to the employment, supervision, compensation, promotion and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises.

B. Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

SECTION 13. COMPLIANCE WITH LAWS, REGULATIONS, RULES, AND POLICIES.

A. At all times, Contractor is expected to operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders.

B. Contractor hereby covenants and agrees to comply with all rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the services described herein as may be

issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

C. The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

D. Compliance with E-Verify System.

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll 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*.

(b) 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 Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) 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.

SECTION 14. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

A. Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records

custodian of the District is the District Manager; prior to February 15, 2024 the District Manager is Rizzetta & Company, Inc. and after February 15, 2024 the District Manager is Breeze Connected, LLC (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

- (i) Keep and maintain public records required by District to perform the Services;
- (ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;
- (iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and
- (iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

If before February 15, 2024:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT 407-472-2471, OR BY E-MAIL AT BMENDES@RIZZETTA.COM OR BY REGULAR MAIL AT 8529 SOUTH PARK CIRCLE, SUITE 330, ORLANDO, FLORIDA 32819, ATTN.: DISTRICT PUBLIC RECORDS CUSTODIAN.

If after February 15, 2024:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT’S CUSTODIAN OF PUBLIC RECORDS AT 813-565-4663, OR BY E-MAIL AT PATRICIA@BREEZEHOME.COM OR BY REGULAR MAIL AT 1540 INTERNATIONAL PARKWAY, SUITE 2000, LAKE MARY, FLORIDA 32746, ATTN.: DISTRICT PUBLIC RECORDS CUSTODIAN.

SECTION 15. NOTICES. Any notice required or permitted to be given by the terms of this Agreement or under any applicable law by either party shall be in writing and shall be either hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested. Such written notice shall be addressed to:

District: *If prior to February 15, 2024 send to:*

Highland Meadows II Community Development District
c/o Rizzetta & Company, Inc.
8529 South Park Circle, Suite 330
Orlando, Florida 32819
Attention: Brian Mendes, the “District Manager”
Telephone: (407) 472-2471
Email: bmendes@rizzetta.com

If after February 15, 2024:

Highland Meadows II Community Development District
c/o Breeze Connected, LLC
1540 International Parkway, Suite 2000
Lake Mary, Florida 32746
Attention: Patricia Thibault, the “District Manager”
Telephone: (813) 565-4663
Email: patricia@breezehome.com

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: District Counsel
Telephone: (407) 481-5800

Contractor: Bolton’s Towing Services, Inc.
2690 Ave. E, SW
Winter Haven, FL 33880
Telephone: (863) 299-9966

SECTION 16. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

SECTION 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of the Agreement.

SECTION 18. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 19. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties hereto 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 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 contained herein shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 20. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any provisions of this Agreement.

SECTION 21. ENTIRE AGREEMENT. This instrument shall constitute the final and complete express of the Agreement between the parties relating to the subject matter of this Agreement.

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

[Signatures provided on following page.]

**SIGNATURE PAGE TO
AGREEMENT FOR TOWING SERVICES**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

**HIGHLAND MEADOWS II
DEVELOPMENT DISTRICT**

By: Deborah Galbraith
Print: Deborah Galbraith
Title: _____

BOLTON'S TOWING SERVICES, INC.,
a Florida corporation

By: Tyler Bolton
Print: Tyler Bolton
Title: VP

EXHIBIT “A”

District’s “Towing Policies”

[See attached.]

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
AMENDED & RESTATED RULES
RELATING TO OVERNIGHT PARKING AND PARKING & TOWING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on January 18, 2024, at a duly noticed public meeting, the Board of Supervisors of the Highland Meadows II Community Development District (“District”) adopted the following rule to govern overnight parking and parking and towing enforcement on District Property. This rule 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, Trailers 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 rule (the “Rule”) is intended to provide the District’s residents and paid users with a means to park Vehicles on-street in certain designated parking areas and remove such Vehicles from District designated Tow-Away Zones consistent with this Rule.

SECTION 2. DEFINITIONS.

A. *Commercial Vehicle(s)*. 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(s)*. Any mobile item which normally uses wheels, whether motorized or not. For purposes of this Rule the use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s), Vessel(s), Trailer(s), and Recreational Vessel(s).

C. *Vessel(s)*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.

D. *Trailer(s)*. An unpowered vehicle towed by another.

E. *Recreational Vehicle(s)*. A vehicle designed for recreational use, which includes motor homes, golf carts, all-terrain vehicles (commonly referred to as ATVs), campers and trailers relative to same.

F. *Parked*. A vehicle left unattended or stalled by its owner or user.

G. *District Property*. Property that is owned by the District including, but not limited to, roadways/streets, parkways/verges (area between the sidewalk and roadway), grass areas and open spaces that are owned by the District.

H. *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 in accordance with the terms of this Rule.

I. *Overnight*. Between the hours of 12:00 a.m. and 6:00 a.m. daily.

J. *Abandoned Vehicle.* Any Vehicle that is not operational or has not been moved for a period of 2 weeks.

SECTION 3. DESIGNATED PARKING AREAS & ESTABLISHMENT OF TOW-AWAY ZONES.

A. The District's Tow-Away Zone (the "**Tow Away Zone**") is described in the map attached hereto as **Exhibit "A"** (the "**Map**") and applies to all Vehicles. Any Vehicle parked in the Tow-Away Zone is authorized to be towed by the District.

B. As specified in the Map, parking on the District's roadways is authorized on the odd numbered side of the roadway (as indicated by address numbers) and parking on the District's roadways is expressly prohibited on the even numbered side of the roadway (as indicated by address numbers).

C. As specified in the Map, Vehicles parked within certain areas of Phase 3 are authorized to be towed (due to a safety concern).

D. As specified in the Map, Vehicles parked in Phase 3 overnight (as defined above as between the hours of 12 a.m. and 6 a.m.) are authorized to be towed by the District.

E. Any Vehicle parked in any of the following manners is authorized to be towed by the District:

- (1) parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets within the District;
- (2) parked within 30 feet of a mailbox between 8 a.m. and 6 p.m.; and
- (3) parked in a manner that blocks a sidewalk.

F. Any Vehicle, or part thereof, parked on District Property that is abandoned, discarded, broken down and/or not capable of operating on its own is authorized to be towed by the District. Evidence that a Vehicle is discarded, broken down and/or inoperable include the following: (1) the Vehicle is inoperable, as evidenced by vegetation underneath as high as the Vehicle body or frame, debris collected underneath, or, that the Vehicle is being used solely for storage/habitation purposes; (2) the Vehicle is partially dismantled, having no engine, transmission or other major and visible part; (4) the Vehicle has major and visible parts which are dismantled; (5) the Vehicle is incapable of functioning as a Vehicle in its present state; (6) the Vehicle has only nominal salvage value; and/or (7) the Vehicle is incapable of safe operation under its own power, or a vehicle that cannot be self-propelled or moved in a manner it was originally intended to move.

G. A Vehicle bearing an expired tag sticker,¹ expired registration, missing license plate, or a license plate that fails to match the Vehicle's registration is authorized to be towed by the District.

H. Commercial Vehicles, Recreational Vehicles, Trailers and Vessels are not permitted to be parked on-street Overnight and shall be subject to towing at Owner's expense.

¹ As also may be referred to as a "registration decal" by the Florida Department of Highway Safety and Motor Vehicles and/or as a "validation sticker" by Section 320.06, *Florida Statutes*.

I. Any Vehicle parked on the District Property, including the District's Roadways, must do so in compliance with all laws, ordinances and codes.

J. All towing authorized under this Rule is at the Vehicle owner's expense.

SECTION 4. EXCEPTIONS.

A. **VENDORS/CONTRACTORS.** The District's 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.

B. **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 the District's roadways while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on the District's roadways while carrying out official duties.

SECTION 5. 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.** The towing vendor selected by the District's Board of Supervisors is permitted to patrol the District's Property and tow/remove any Vehicle parked in a manner that is not authorized under this Rule, in accordance with the terms of the executed agreement between the District and the District's towing vendor. However, the District Manager has authority to call the towing vendor at any time to initiate towing of an unauthorized Vehicle.

C. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a vendor authorized by Florida law to tow/remove unauthorized Vehicles and in accordance with Florida law and this Rule.

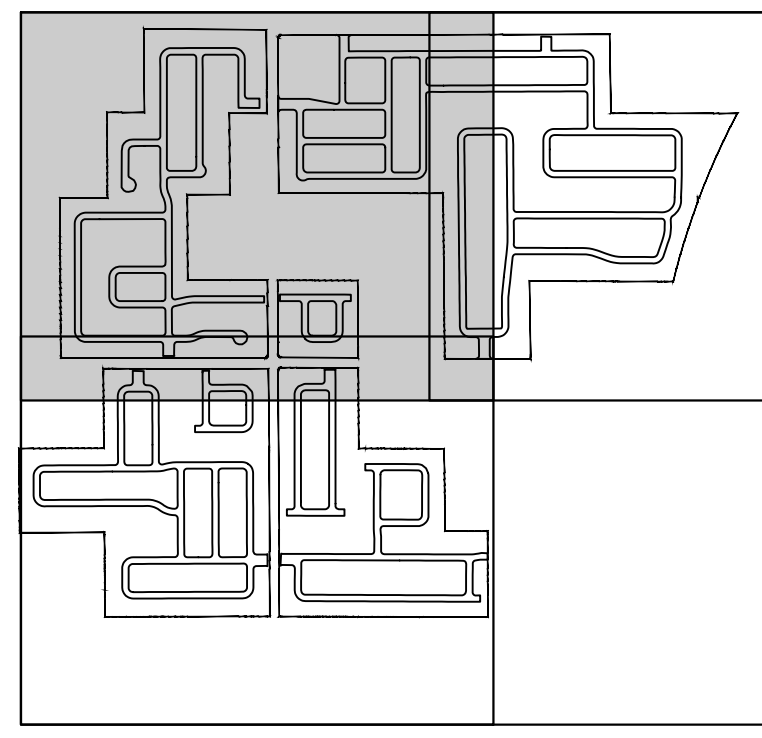
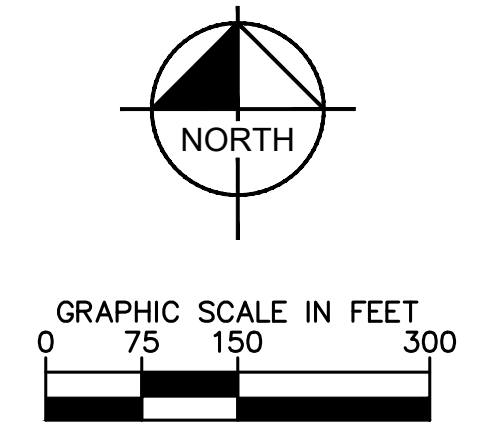
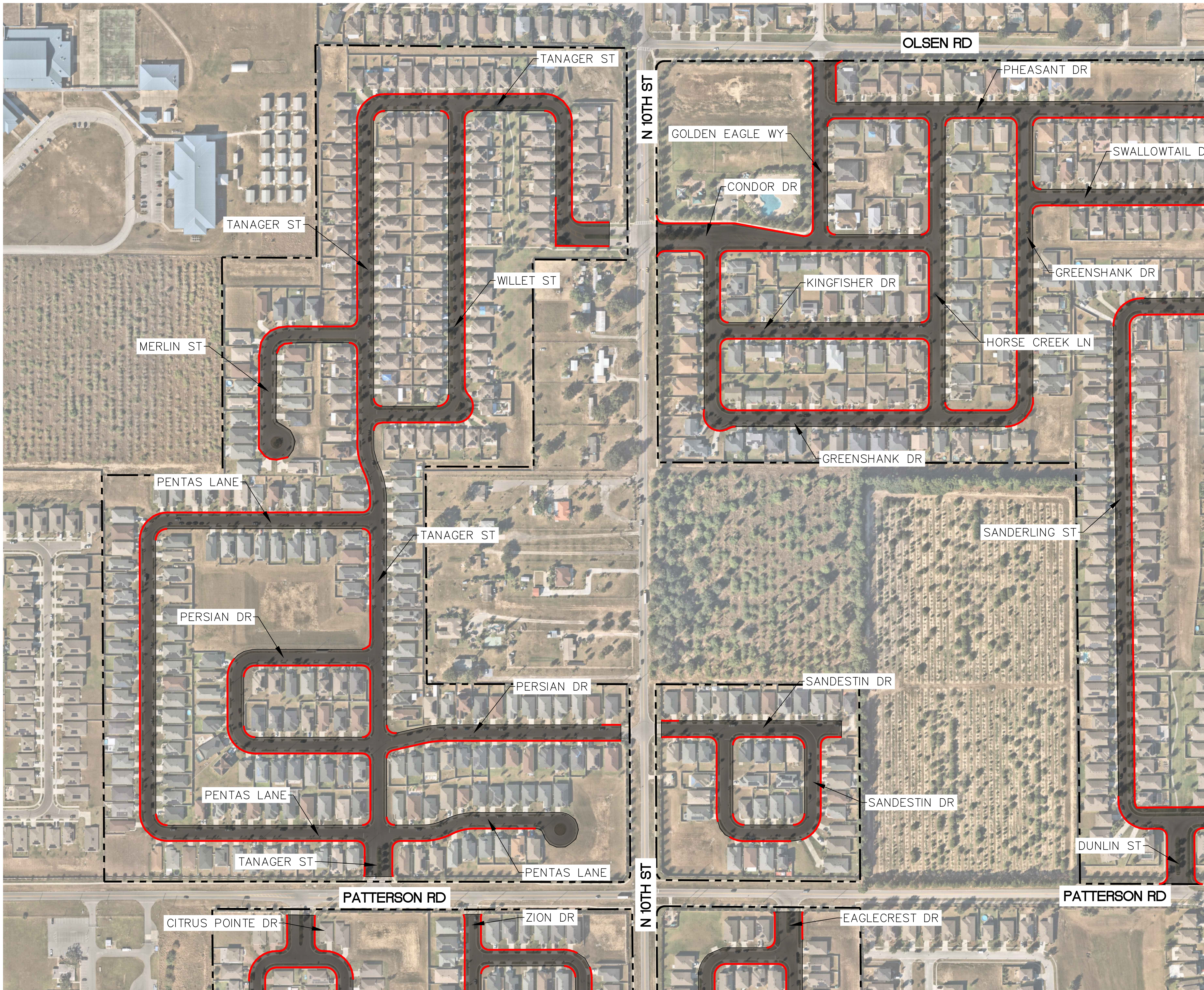
SECTION 6. PARKING AT YOUR OWN RISK. Vehicles are permitted to be parked on District Property pursuant to this Rule, provided, however, that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

EXHIBIT "A" – Map of the Tow Away Zones

Effective Date: January 18, 2024

Implemented Florida Law: Section 190.012, *Florida Statutes*; Section 190.011, *Florida Statutes*; Section 715.07, *Florida Statutes*; Section 316.1945, *Florida Statutes*; Section 316.195, *Florida Statutes*; Section 316.1951, *Florida Statutes*; Section 120.54, *Florida Statutes*; and Section 120.69, *Florida Statutes*.

Plotted By: Kuehn, David Sheet: Kta_Layout_CDD_Roads_EX-1 February 09, 2024 11:46:49am K:\LAK-Civil\046655000 - Highland Meadows II CDD\CAD\Exhibits\2024-01-17 CDD OWNED ROAD_CDD OWNED ROAD.dwg
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KEY MAP

TOW AWAY ZONE

No.	REVISIONS	DATE	BY

Kimley»Horn
 © 2024 KIMLEY-HORN AND ASSOCIATES, INC.
 100 SOUTH KENTUCKY AVENUE, LAKELAND FL, 33801
 WWW.KIMLEY-HORN.COM REG NO.: 35106

KHA PROJECT	046655000	LICENSED PROFESSIONAL	RICHARD E. MILLS, P.E.
DATE	1-17-24	FLORIDA LICENSE NUMBER	93017
SCALE	AS SHOWN	CHECKED BY	
DESIGNED BY		DATE	
DRAWN BY			

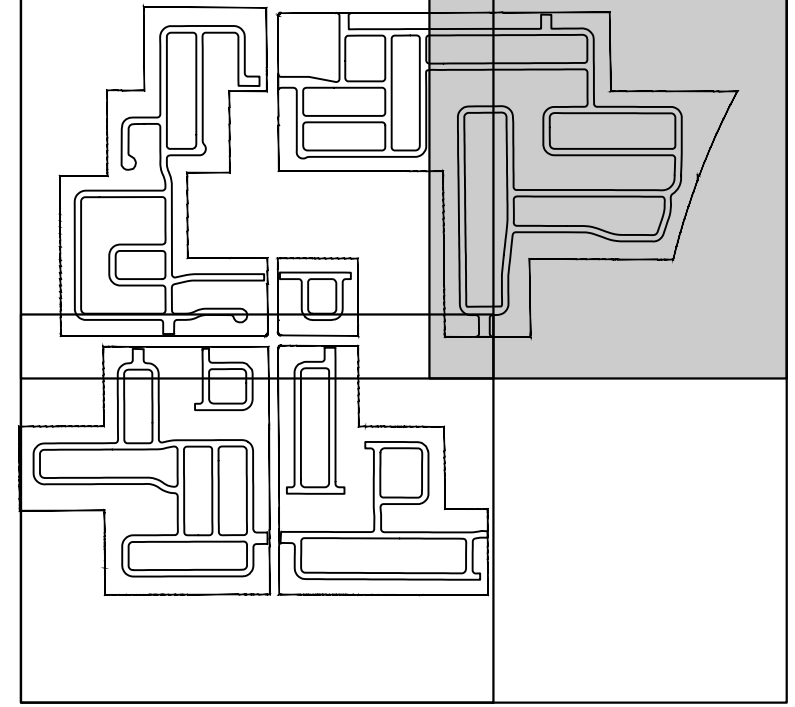
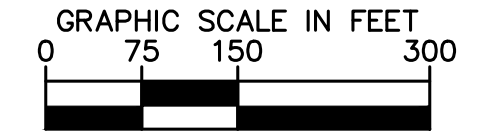
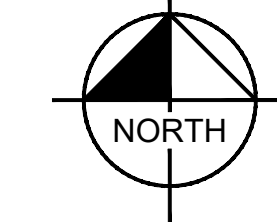
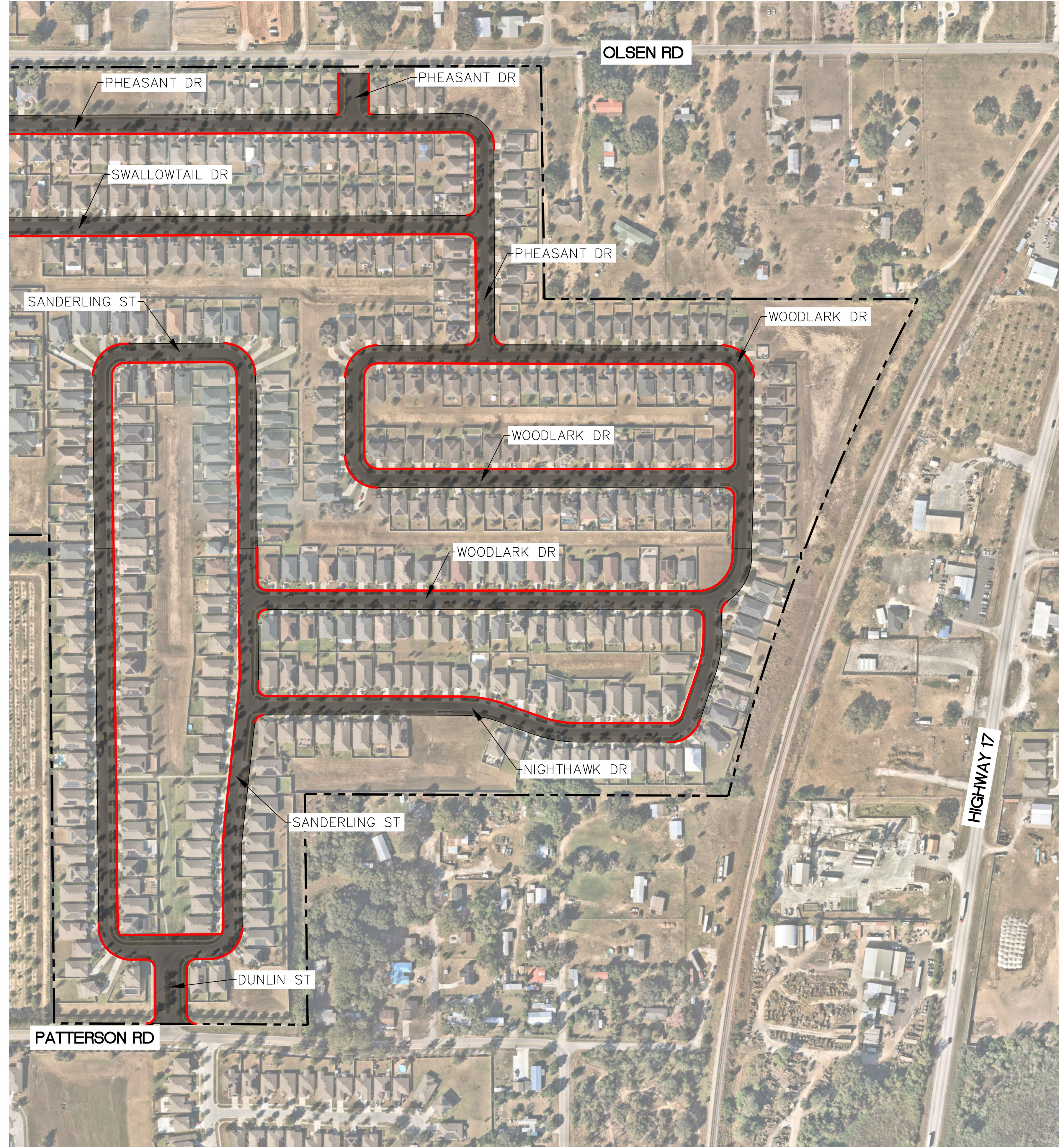
HIGHLAND MEADOWS II
CDD ROADS

CDD ROADS
 PREPARED FOR
HIGHLAND MEADOWS II CDD

SHEET NUMBER
EX-1

DAVENPORT FLORIDA

Plotted By: Kuehn, David - Sheet: KHA - Layout: CDD ROADS EX-2 - February 09, 2024 - 11:46:54am - K:\LAK-Civil\04655000 - Highland Meadows II - CDD\CAD\Exhibits\2024-01-17 CDD OWNED ROAD\CDD OWNED ROAD.dwg
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KEY MAP

— TOW AWAY ZONE

No.	REVISIONS	DATE	BY

Kimley»Horn
 © 2024 KIMLEY-HORN AND ASSOCIATES, INC.
 100 SOUTH KENTUCKY AVENUE, LAKELAND FL, 33801
 WWW.KIMLEY-HORN.COM REG NO.: 35106

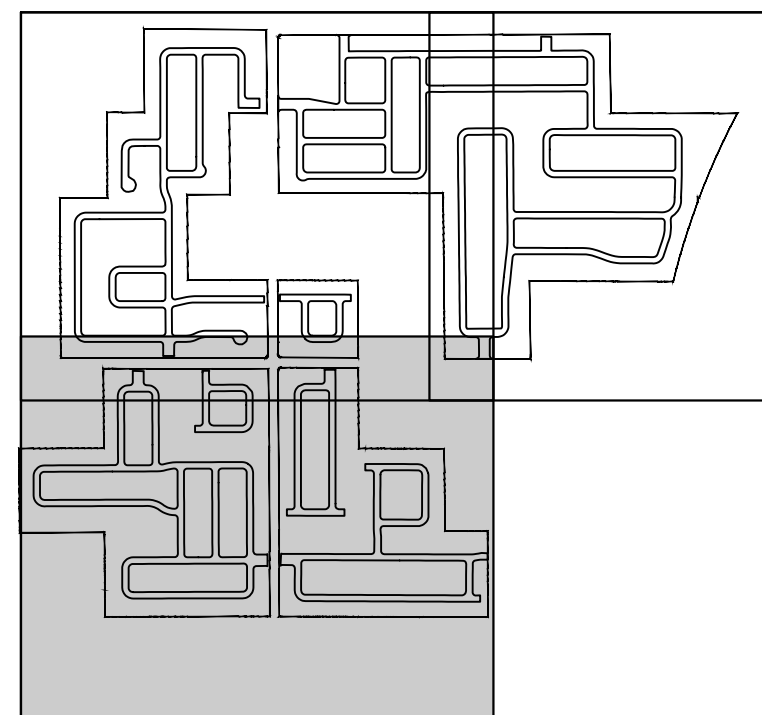
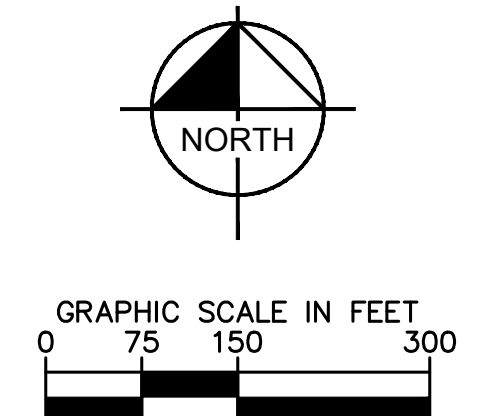
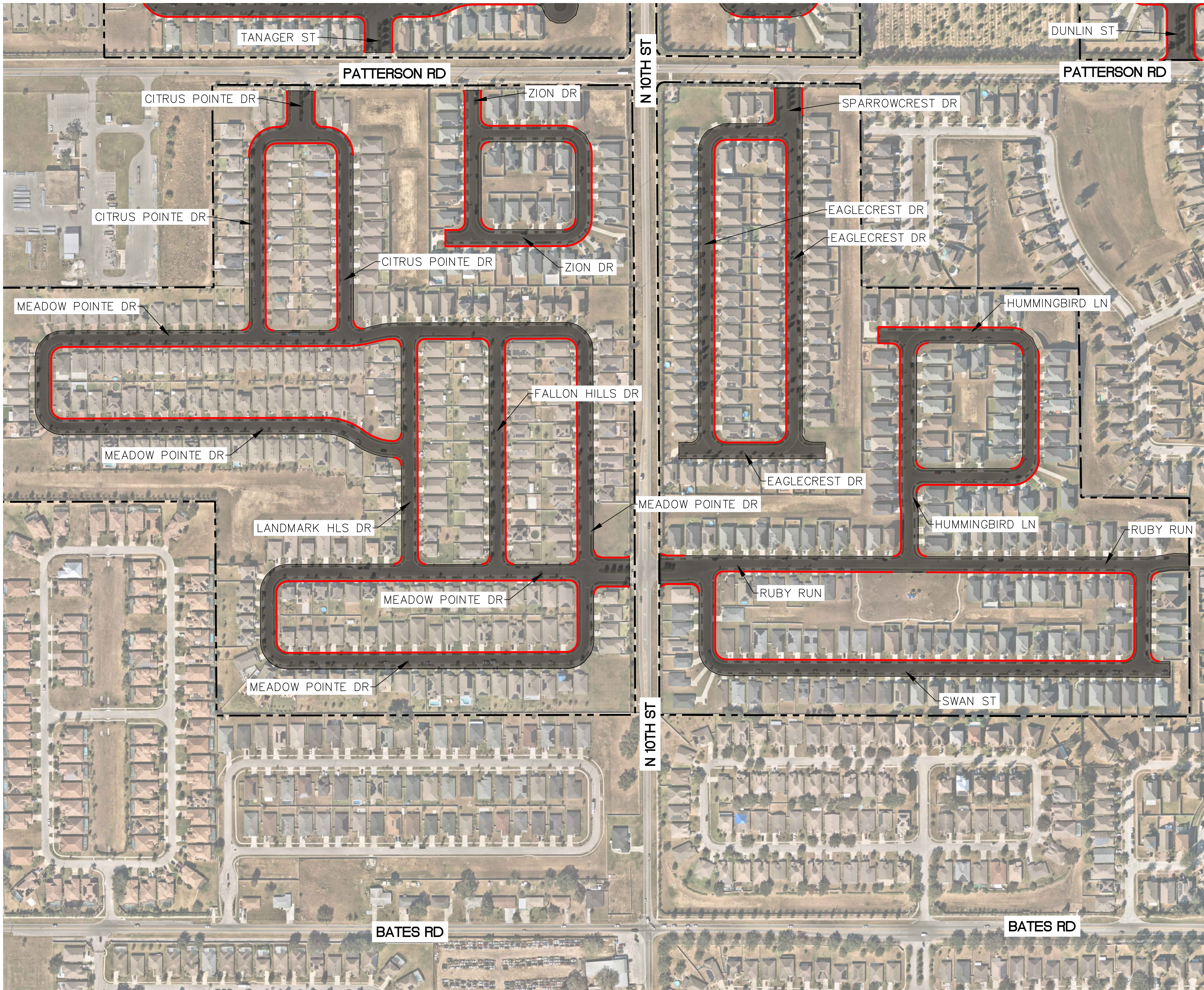
KHA PROJECT: 04655000
 DATE: 1-17-24
 SCALE: AS SHOWN
 DESIGNED BY: —
 DRAWN BY: —
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 LICENSED PROFESSIONAL: RICHARD E. MILLS, P.E.
 FLORIDA LICENSE NUMBER: 93017
 DATE: —

**HIGHLAND MEADOWS II
 CDD ROADS**

**CDD ROADS
 PREPARED FOR
 HIGHLAND MEADOWS II CDD**

DAVENPORT, FLORIDA
 SHEET NUMBER
EX-2

Plotted By: Kuehn, David Sheet: K10a - Layout: CDD ROADS EX-3 - February 09, 2024 11:46:59am K:\LAK-Civil\04655000 - Highland Meadows II CDD\CAD\EXHIBITS\2024-01-17 CDD OWNED ROAD\CDD OWNED ROAD.dwg
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KEY MAP

TOW AWAY ZONE

No.	REVISIONS	DATE	BY

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LICENSED PROFESSIONAL
 RICHARD E. MILLS, P.E.
 FLORIDA LICENSE NUMBER
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HIGHLAND MEADOWS II
 CDD ROADS
 PREPARED FOR
 HIGHLAND MEADOWS II CDD
 DAVENPORT FLORIDA

SHEET NUMBER
EX-3

**HIGHLAND MEADOWS II
COMMUNITY DEVELOPMENT
DISTRICT**

AMENITY POLICIES & RATES

**ADOPTED APRIL 12, 2018
AMENDED AUGUST 14, 2019
AMENDED SEPTEMBER 11, 2019 &
AMENDED JANUARY 18, 2024**

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 playground, dog park, soccer fields, and pool and cabana area, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” – shall mean these Amenity Policies and Rates of the Highland Meadows II 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 with 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 Highland Meadows II Community Development District’s Board of Supervisors.

“District” – shall mean the Highland Meadows II 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 lease agreement. Proof of valid lease agreement shall be required.

“Resident” – shall mean any person or Household owning property within the District, or such other Household subject to the terms and conditions of any interlocal agreement for the use of the Amenities.

“Service Animal” – shall mean an animal that is trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work done or tasks performed must be directly related to the individual’s disability and may include, but are not limited to, guiding an individual who is visually impaired or blind, alerting an individual who is deaf or hard of hearing, pulling a wheelchair, assisting with mobility or balance, alerting and protecting an individual who is having a seizure, retrieving objects, alerting an individual to the presence of allergens, providing physical support and assistance with balance and stability to an individual with a mobility disability, helping an individual with a psychiatric or neurological disability by preventing or interrupting impulsive or destructive behaviors, reminding an individual with mental illness to take prescribed medications, calming an individual with posttraumatic stress disorder during an anxiety attack, or doing other specific work or performing other special tasks.

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.¹

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. 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

¹ The District has entered into a number of Interlocal Agreements with other governmental entities pursuant to which a proportionate share of the Operation and Maintenance costs are paid.

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 department of their respective Renter.
4. Renters shall be subject to all Amenity Policies as the Board may adopt from time to time.

Access Cards. Each Patron Household will be issued one (1) Access Card by District Staff upon completion of the Amenity Access Registration Form. Access Cards will allow Patrons entry to the Amenities during regular operating hours of the Amenities.

Patrons must scan their Access Card 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 vapor and electric devices, is not permitted in any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities 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),” as defined above) are not permitted within any District-owned public accommodations including, but not limited to, amenity buildings (offices, social halls), pool and cabana area, soccer fields, tennis 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 Household Access Card available for inspection. An Access Card is only to be used by the Patron Household to whom they are issued. Patrons must have at all times in their possession their Household Access Card to enter and use the Amenities, and must present their Access Card 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, pool area, athletic fields, 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.
- (20) **Posted Signage / Advertisements.** Patrons are required to comply with all posted signage. Placement of advertisements/signage on property owned by the District is prohibited unless prior approval is received from the District.

DOG PARK POLICIES

The Dog Park is restricted to use only by Patrons of the Highland Meadows II Community Development District and their guests. ALL OTHER PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

- (1) Dogs must be on leashes at all times, except within the Dog Park area.
- (2) Dogs inside the Dog Park must be under voice control by their handler at all times. If voice control is not possible, do not enter the Dog Park.
- (3) Dog handler must have the leash with them at all times.
- (4) Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
- (5) Dogs must be vaccinated and wear a visible rabies and license tag at all times.
- (6) Limit three dogs per Adult dog handler.
- (7) Puppies under four months of age should not enter the Dog Park.
- (8) Children under the age of twelve (12) are not permitted within the Dog Park area.
- (9) Dog handlers are responsible for the behavior of their animals.
- (10) Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
- (11) Female dogs in heat are not permitted in the Dog Park.
- (12) Human or dog food inside the Dog Park is prohibited.
- (13) Dog handlers must clean up any dog droppings made by their pets.
- (14) Dog handlers must fill in any holes made by their pets.
- (15) Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
- (16) Only licensed and insured dog trainers will be permitted to do training at the Dog Park. Owner must register trainer with the District prior to working with the dog.
- (17) The Dog Park is designated a "No Smoking" area.

USE OF THE DOG PARK IS AT YOUR OWN RISK

Your voluntarily use of the Dog Park evidences your waiver of any claims against the Highland Meadows II Community Development District resulting from activities occurring at the Dog Park. The Highland Meadows II Community Development District is not responsible for any injury or harm caused by use of the Dog Park.

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 sixteen (16) 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, swim rings and other flotation devices identified as "infant flotation devices" used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. One (1) Foam Pool Noodle is allowed per person. 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, throwing of items or other horseplay is allowed in the pool or on the pool deck area. Dangerous activities on the pool deck area and in the pool are prohibited.

(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, or when instructed to do so by District Staff.

(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.** Glass containers are not permitted in the pool area.

(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.

(19) **Sound producing equipment.** Sound producing equipment, such as radios, tape players, CD players, MP3 players, televisions, and the like are not permitted in the pool deck area or pool. Personal sound equipment may be used on the pool deck area with personal devices such as headsets or ear buds (so as not to disturb others). The use of headphones with all types of music players is required.

(20) **Food and beverages.** Food and beverages are prohibited in the pool and pool deck area, except: commercially bottled water in plastic bottles are allowed on the pool deck area for patron hydration.

PLAYGROUND, AND PARK 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.

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.

NOTICE:

THE DISTRICT'S PROPERTY IS PROTECTED BY VIDEO CAMERAS. USERS, PATRONS AND GUESTS MUST ABIDE BY THE DISTRICT'S RULES AND BY THE POLICIES AND SHALL MAINTAIN THE APPROPRIATE LEVEL OF DECORUM OR, IF YOU ARE ABUSIVE TO OTHER

USERS, PATRONS AND GUESTS, YOU WILL BE ASKED TO LEAVE THE PREMISES OR BE REMOVED BY THE APPROPRIATE MEANS. THIS VIDEO WILL BE USED IN ORDER TO PROSECUTE ANY PERSON THAT VIOLATES THE DISTRICT’S RULES. IF THE BEHAVIOR CONTINUES BY THE RESIDENT, THIS MAY RESULT IN ACTION TAKEN BY THE BOARD OF SUPERVISORS OF THE DISTRICT, INCLUDING BUT NOT LIMITED TO, A SUSPENSION OR TERMINATION OF THE RESIDENT'S PRIVILEGES TO THE AMENITIY FACILITIES, OR OTHER ACTION PERMITTED UNDER FLORIDA LAW. NOTICE OF THE DISTRICT’S BOARD OF SUPERVISORS' INTENTION TO CONSIDER SUCH ACTION DURING A PUBLIC MEETING SHALL BE PROVIDED TO THE RESIDENT AGAINST WHOM SUCH ACTION WILL BE CONSIDERED.

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 Rule on the District’s Amenity Policies & Rates were adopted on January 18, 2024, by the Board of Supervisors for the Highland Meadows II Community Development District.

Brian Mendes

Secretary/Assistant Secretary

Deborah Galbraith

Chairperson, Board of Supervisors

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

Implemented Florida Law: Section 190.012, *Florida Statutes*; Section 190.011, *Florida Statutes*; Section 120.54, *Florida Statutes*; Section 120.69, *Florida Statutes*; and Section 768.28, *Florida Statutes*

**EXHIBIT A
AMENITY RATES**

TYPE	RATE
Annual User Fee	\$2500.00
Additional Household Member Access Card	\$10.00
Replacement Access Card	\$30.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

Amenity Facilities Access Card Registration Form

NAME: _____ DOB IF UNDER 18: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ACCEPTANCE:

I acknowledge receipt of one (1) Facility Access Card 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 Facility Access Card. It is understood that Facility Access Cards 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, 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
(Parent or Legal Guardian if minor)

Date

RECEIPT OF DISTRICT RULES & RATES:

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

Signature of Patron
(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

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

PLEASE RETURN THIS FORM TO:

Highland Meadows II Community Development District
c/o Breeze Connected, LLC
1540 International Parkway, Suite 2000
Lake Mary, Florida 32746
Telephone: (813) 565-4663
Email: patricia@breezehome.com

OFFICE USE ONLY

Date Received

Date Entered in System

Staff Member Signature

Facility Access Card Number:

New Construction: _____

Re-Sale: _____

Prior Owner: _____

Rental: _____

Landlord/ Owner: _____

Lease Term: _____

Non- Homeowner: _____

Homeowner Name: _____

Replacement Card #: _____

Date: _____

Cash/Check #: _____

Staff Int.: _____

EXHIBIT “B”

“PROPOSAL”

[See attached.]



Towing Agreement:

THIS AGREEMENT made and entered into this ____ day of _____, 20____, by and between Bolton's Towing Service Inc., hereinafter referred to as "Bolton's Towing", and Highland Meadows II CDD__, hereinafter referred to as "Property Management".

WITNESSETH: WHEREAS, Bolton's Towing desire to provide towing services to the Property Management in the nature of removing unauthorized vehicles parked at the Property Management's property, known as _____ Highland Meadows II CDD_____ (Complex, Center, or Community); and located at: 1015 Condor Dr, Haines City, FL 33844

_____ ; and

WHEREAS, Property Management desires to accept the services of Bolton's Towing upon the terms and conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged by the parties hereto, it is agreed:

Bolton's Towing represents that it is regularly engaged in the business of towing motor vehicles.

Bolton's Towing shall be and is hereby authorized to remove, tow and store vehicles abandoned or improperly parked on the property belonging to the Property Management. Bolton's Towing shall exercise reasonable care in the removal and storage of any vehicles. Bolton's Towing shall promptly after requested to so by Property Management, remove any vehicles as are designated by Property Management as being parked without the authorization of the Property Management on the property known as the common areas of _____ Highland Meadows II CDD_____

The removal and lien thereof of vehicles parked with authorization is governed by Florida Statute 715.07 (hereinafter call the "LAWS"). Each of the parties hereto shall abide by and discharge their respective

responsibilities under the LAWS, now existing or as they may hereinafter be amended, including any ordinance passed by Polk or Osceola County.

Bolton's Towing agrees to look solely to the owner, lessee or driver of all vehicles parked without authorization of the Property Management and towed and stored by Bolton's Towing for all costs of towing and storage. The Property Management shall have no financial obligation to Bolton's Towing for either towing or storage charges or both. The Property Management agrees that signs are posted on the property, which signs shall comply with the provisions of the LAWS, which signs shall be provided by Bolton's Towing at a reasonable cost for the required materials. This Agreement will be signed by Property Management's authorized agent directing the removal of each vehicle parked on the property without authorization, which vehicle shall be removed by Bolton's Towing pursuant to the terms and provisions of this Agreement.

Property Management hereto hereby indemnifies and agrees to hold the harmless, Bolton's Towing from any breach by the indemnitor of the indemnitor's obligations under the Property Management's Rules and Regulation, Covenant's, and/or By-Laws governing described property, which breach causes the indemnitee hereunder damage or injury as a direct and proximate result of said breach by the indemnitor. This indemnification shall include, but not be limited to, any damage so sustained by the indemnitee and any attorneys' and/or court cost incurred in either defending such claim for damages or in prosecuting any obligation under this indemnification. Furthermore, it is agreed that in the event of any litigation related to the removal of any vehicle at the request of Property Management, excluding any physical damage claims, if pursuant party receives a judgment, settlement, or award in its favor (the "Receiving Party") against the other party ("Bolton's Towing") in such litigation, Property Management will pay upon demand all of the Bolton's Towing all costs, charges, and expenses (including but not limited to reasonable attorneys' fees actually incurred, court costs, and expert witness fees) arising out of such litigation (including the costs of any appeal related thereto).

Bolton's Towing, shall at all times during the existence of the Agreement be fully insured through an insurance company, which such insurance shall insure Bolton's Towing solely from any damage as a result of the negligent towing of a motor vehicle or damage or injury to any motor vehicle, or occupant thereof, towed pursuant to and in accordance with the Agreement. Such insurance policy shall provide therein that the policy may not be cancelled except only after ten (10) days' written notice served upon both the Property Management. This Agreement shall be effective as of the date hereof and, unless sooner terminated pursuant to the provision hereof, shall continue in full force and effect until the first (1st) anniversary of the date hereof (the "Term"), with automatic yearly renewals thereafter, provided, however, that either party may cancel the Agreement at any time by notice in writing to the other by hand delivery or mailed by certified mail at the address set forth below.

All notices required pursuant to this Agreement are to be sent to the parties, by U. S. Mail at the following addresses:

Property Management:

Breeze

TO: Bolton's Towing

2690 Ave E SW

Winter Haven, FL 33880.

Bolton's Towing shall, upon removal of any vehicles, forthwith notify the nearest police department of such removal, together with the identification of the name and location of the person who authorized the removal of said vehicle. The Property Management's authorized representative or agent shall obtain the license number, vehicle make, and other descriptive identification for the purpose of telephone notice for removal to Bolton's Towing.

Please provide the following information:

Property Management Company: Breeze

Phone: 813-565-4663 Fax: _____

Address: 1015 Condor Dr, Haines City, FL 33844

E-mail(s): larry@breezehome.com

patricia@breezehome.com

Special Instructions (i.e. Special hours, special days, permits, boats, commercial vehicles, etc.)

Hours of patrolling : (10pm-6am)

Immediate Tow-Away:

- Grass Street Side Walk

Authorized (other than the property management listed above) personnel and/or security company must be listed in order to receive any request via telephone, email, and/or fax.

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Name: _____ Phone: _____ DL #: _____

Security Guard/Valet Company Name: _____

Address: _____

Phone: _____ Fax: _____

Please attach all ID badges to all security guards assigned to the property.

We will also need copies of **DRIVER'S LICENSES FOR ALL AUTHORIZED SIGNERS**. Any future additions and/or removal must be in writing and signed by the property manager, Association, and/or property owner.

SIGNS: Bolton's Towing, will provide signs with installation. However, if more signs are requested, please contact the office to make arrangements. If your firm would like to install the signs, then Bolton's Towing, will not be held liable for any improper installation. If there are signs up from previous towing service, signs will need to be removed by Property Management Company or Homeowners Association. This is property of the towing company and should be returned.

RULES AND REGULATIONS In order to provide you with excellent service, we request the association or property management company to provide us with a copy of the "Rules and Regulations" for each

development and any amendments thereto. (Please attach to the contract). Any amendments to the rules should be emailed prior to 5:00PM for immediate effect.

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

WITNESSES:

Bolton's Towing

Signature: Tyler Bolton

Printed Name: Tyler Bolton

Title: VP

Company: _____

Signature: Deborah Galbraith

Printed Name: Deborah Galbraith

Title: _____