



MIDDLETON COMMUNITY DEVELOPMENT DISTRICT - A
GENERAL AND PROCEDURAL RULES

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Middleton Community Development District - A
GENERAL AND PROCEDURAL RULES

1.1 General.

(1) The Middleton Community Development District - A (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes, to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

1.2 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall exercise the powers granted to the District. The Board shall consist of five members. Members of the Board must be residents of Florida and citizens of the United States.

(2) Term of Officers. Board members shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Board member(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s).

(3) Vacancies; Quorum. Three members of the Board physically present in the same location shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes. However, if three or more vacancies occur at the same time, a quorum is not necessary to fill the vacancies. Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in these Rules or required by law.

(4) Officers. At any Board meeting held after each election where the newly elected members take office, the Board may select a chair, vice chair, treasurer and secretary. Such selection may be deferred to subsequent meetings.

(a) The chair must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair to serve the remaining portion of the term, after filling the board vacancy. The chair may be authorized to sign checks and warrants for the District, countersigned by the treasurer or other persons authorized by the Board. The chair may convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair or other member of the Board may convene and conduct the meeting.

(b) The vice chair shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. If the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair to serve the remainder of the term, after filling the Board vacancy.

(c) The secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as secretary.

(d) The treasurer need not be a member of the Board but must be a resident of Florida. The treasurer shall serve at the pleasure of the Board.

(5) Committees. The Board may establish committees of the Board by formal motion referencing this rule, either on a permanent or temporary basis, to perform specifically-designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.

(6) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Middleton Community Development District - A," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds and corporate acts.

(7) Meetings. The Board shall establish a schedule of regular meetings and may also meet upon call of the chair or three Board members. Nothing herein shall prevent the Board from holding other meetings as it deems necessary or from canceling any regularly scheduled meetings. A previously noticed regular meeting may be canceled, provided that notice of cancellation shall be given in substantially the same manner as notice for the meeting or in such other manner as may provide substantially equivalent notice of cancellation. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes.

(8) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, so as to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. Nothing in this Rule shall prohibit the Board member with a voting conflict of interest from voting on a matter. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

(a) When a Board member knows that he/she has a conflict of interest on a matter coming before the Board, the member should notify the Board's secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes of the meeting. The member may then vote. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member that had the conflict.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board's secretary. Within fifteen days (15) days of the notification, the member shall file the appropriate memorandum of voting conflict which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member's vote shall be unaffected by this filing.

1.3 Public Information and Inspection of Records.

(1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings of the Middleton Community Development District - A," may be copied or inspected at the offices of the District Manager during regular business hours.

(2) Copies. The custodian of public records upon request shall furnish a copy or a certified copy of a record for a fee as authorized by Florida Statute Chapter 119. Copies of public records shall be made available to the requesting person at a charge of \$.15 per page if not more than 8-1/2 by 14 inches, and for copies in excess of that size at a charge not to exceed the actual cost of reproduction. Certified copies of public records shall be made available at a charge of \$1.00 per page. If the nature or volume of public records requested to be inspected, examined or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

1.4 Meetings and Workshops.

(1) Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and shall state:

- (a) The date, time, and place of the meeting or workshop;
- (b) A brief description of the nature, subjects and purposes of the meeting or workshop;
- (c) The address where persons may obtain a copy of the agenda;

(d) The notice shall state that if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal.

(e) When a previously noticed meeting is canceled, notice of cancellation shall be given in substantially the same manner as notice for the meeting or in any manner that will give adequate notice of cancellation.

(2) Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The agenda shall be available to the public in the offices of the District Manager prior to each regularly scheduled meeting or workshop. Minutes shall be reviewed and approved by the Board at a subsequent meeting.

(3) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of copying and mailing.

(4) Emergency Meeting. The chair, or the vice-chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with Subsections (1), (2), and (3), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board members of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone notification. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(5) Public Comment. The Board shall conduct public comment in accordance with Florida State Statutes.

(6) Budget Hearing; Budget Amendment. Notice of hearing on the annual budget(s) shall be in accordance with Section 190.008, Florida Statutes. Once adopted in accordance with Section 190.008, Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item. All expenditures in excess of 10% of any line item in the budget must be approved by the Board in advance of incurring such expense; however, in the case of an

emergency expenditure affecting the health, safety or welfare of the District, its residents, or landowners, such expenditures must be approved in advance by the chair, or in the absence of the chair, the vice chair.

(7) Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, time and location publicly announced at the Board meeting where the item or matter came before the Board.

1.5 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by paragraph (3). The notice of rule development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available.

(b) All rules should be drafted in accordance with Chapter 120, F.S.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within 21 days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled. Except when the intended action is the repeal of a rule, the notice shall include a reference both to the date on which and to the place where the notice of rule development that is required by subsection (2) appeared.

(b) The notice shall be published in a newspaper of general circulation in the District not less than 28 days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule. Any person may file a written request with the District Manager or secretary at the Board's office to receive notice by mail of District proceedings to adopt, amend or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing. Notice will then be mailed to all persons whom, at least 14 days prior to such mailing, have made requests of the district for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District Chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the Petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the Petitioner is regulated by the District or has a substantial interest in the rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes (1999), except that copies of the petition shall not be sent to the Administrative Procedures Committee, and notice may be given in a newspaper of general circulation in the county in which the District is located.

(6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (c) A copy of the statement of estimated regulatory costs if required by Section 120.541; and
- (d) The published notice.

(7) Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates exclusively to organization, practice or procedure, the Board may direct the proposed rule be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.

(8) Rulemaking Proceedings - Hearing. If the proposed rule does not relate exclusively to organization, practice or procedure, the District shall provide (upon request) a public hearing for the presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceedings. Any affected person may request a hearing within twenty-one (21) days after the date of publication of the notice of intent to adopt, amend or repeal a rule.

(9) Request for a Public Hearing.

(a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within 21 days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.

(b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District at least 7 days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.

(c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.

(10) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as practical in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions

(11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes.

(12) Variations and Waivers. Variations and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

1.6 Decisions Determining Substantial Interests.

(1) Conduct of Proceedings. Proceedings may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. Notice of both action taken by the District and the District's intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If a hearing is held, the chair shall designate any member of the Board (including the Chair), District Manager, District General Counsel, or other person to conduct the hearing.

The person conducting the hearing may:

1. Administer oaths and affirmations;
2. Rule upon offers of proof and receive relevant evidence;
3. Regulate the course of the hearing, including any prehearing matters;
4. Enter orders;
5. Make or receive offers of settlement, stipulation, and adjustment.

(a) The person conducting the hearing shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.

(b) The District shall issue a final order within forty-five (45) days:

1. After the hearing is concluded, if conducted by the Board;
2. After a recommended order is submitted to the Board and mailed to all parties, if the hearing is conducted by persons other than the Board; or
3. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

(2) Eminent Domain. After determining the need to exercise the power of eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:

(a) Adopt a resolution identifying the property to be taken;

(b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

1.7 Purchasing Policies and Procedures.

1) Purchasing Policy. The District shall conduct its purchasing activities in accordance with a purchasing policy, adopted by Board resolution, which complies with all applicable state, local, and federal laws.

2) Protests. The resolution of any protests with respect to proceedings under this rule or the District's purchasing policy shall be in accordance with this Rule.

a. Filing.

i. With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest any information contained in the District's Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

ii. Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under the purchasing policy and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

iii. If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under the purchasing policy, any person who files a notice of protest must post the protest bond at the same time. The amount of the protest bond shall be determined by District staff after consultation with the District Counsel and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall

be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

iv. The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

b. Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

c. Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

d. Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

- (a) Administer oaths and affirmations;
- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation to the Board for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

e. Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

f. Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the

Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

g. Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time

3) Suspension. The District desires to solicit offers from, award contracts to, and consent to subcontracts only with, vendors known to be reliable, ethical and responsible. To that end, and as set forth below, the District may suspend or debar a vendor for cause. The District shall not accept any solicitation from, nor contract with, a vendor while it is suspended or debarred. The serious nature of suspension or debarment requires that such sanction be imposed only when it is in the District's best interest. Such suspension or debarment shall be imposed in accordance with the procedures contained herein.

a. Automatic Suspension. Any vendors on a State or federal convicted vendor's list, or which are ineligible for contracting with a local government entity as provided by Section 287.135 (entitled "Prohibition against contracting with scrutinized companies") are automatically suspended by the District, without the necessity of a hearing or further notice, until (1) that vendor is no longer on such list or ineligible and (2) such vendor is reinstated in accordance with this Policy.

b. Application to Principals, Agents, and Affiliates. Suspension or debarment applies to all officers, managers, principals, directors, partners, qualifiers, divisions, subsidiaries, or other organizational elements of the suspended or debarred vendor or any other entity in which the suspended or debarred vendor or person is an officer, manager, principal, director, partner, qualifier, division, subsidiary, or other organizational element. The suspension or debarment applies to any existing or future affiliates of the vendor.

c. Suspension: A vendor may be suspended for cause. The following constitute cause:

i. Material failure to fully comply with the conditions, specifications, or terms of a contract with the District.

ii. Failure to substantially fulfill a Bid, Proposal or Quotation upon Award.

iii. Commission of any misrepresentation in connection with a Bid, Quotation or Proposal.

iv. A charge of a crime relating to obtaining or the performance of a public or private contract or subcontract; or a charge of a crime of dishonesty or moral turpitude, or any other criminal offense indicating a lack of business integrity or business honesty. If charges are dismissed or the vendor is found not guilty, the suspension shall be lifted automatically upon written notification and proof of final court disposition provided by the vendor to the District.

v. Vendor becomes insolvent, proceedings in bankruptcy regarding the vendor are filed or, vendor compounds its debts or assigns over its estate or effects for payment thereof, or has a receiver or trustee appointed over its property.

vi. Commission of any act or omission to perform any act that is grounds for debarment.

vii. Any other cause the Purchasing Department determines to be compelling as to affect the responsibility of a vendor as a District contractor materially and adversely, including but not limited to, suspension or debarment by another governmental entity.

viii. Violation of the any provision of this policy or any ethical standards set forth in local, state or federal law.

ix. Suspension or debarment by another local government with which the District routinely participates in joint solicitations for goods or services.

d. Debarment: A debarment is an indefinite suspension. A vendor may be debarred for the following:

i. Failure to comply with the Conditions, Specifications, or Terms of a Contract with the District.

ii. Failure to perform in accordance with a Bid, Proposal or Quotation after Award.

iii. Conviction of a crime relating to obtaining or the performance of a public or private contract or subcontract; or conviction of a crime of dishonesty or moral turpitude, or any other criminal offense indicating a lack of business integrity or business honesty. If the conviction or judgment is reversed through the appellate process, the debarment shall be removed immediately upon written notification and proof of final court disposition from the vendor to the District.

e. Effect of Suspension and Debarment. The District will not solicit offers from, award contracts or purchase orders to, or consent to subcontracts with suspended or debarred vendors unless the District Manager or Designee determines that an Emergency exists justifying such action. Such vendors are also excluded from conducting business with the District as agents, representatives, subcontractors, or partners of other vendors.

f. Suspension and Debarment Process: The following procedures shall be utilized for the suspension or debarment of a vendor:

i. The District Manager or their designee may make a staff level determination of suspension or debarment and the period thereof. The staff level determination shall be in writing and include the facts justifying the suspension or debarment and provide for an opportunity for the vendor to make a written response. When the initial determination is made, the vendor and the Board shall be given written notice by the District Manager.

ii. If the vendor chooses to appeal a final staff level determination to the Board, the vendor shall have three (3) business days after written notice of the final staff level determination to file a notice of appeal with the District Manager; otherwise any objection is waived. Due process shall be afforded to the vendor; the determination of the District Board after a properly noticed public hearing regarding a suspension or debarment shall be the final and conclusive administrative decision by the District.

g. Suspension or Debarment Period

i. Suspension. The term of a suspension shall be established consistent with the District's policies. The Board may shorten the term of a suspension in its discretion.

ii. Debarment. Debarment shall remain in effect unless and until the vendor is reinstated.

h. Reinstatement. A suspended or debarred vendor may appeal for reinstatement at any time in accordance with the Procedures. Due process shall be afforded to the protester; the determination of the Board regarding a reinstatement shall be the final and conclusive administrative decision by the District.

4) Improper Lobbying. No bidder may engage in any effort, either directly or indirectly, to influence the actions of the Board with respect to a pending award of an agreement for which a solicitation was issued except as set forth in this section. Any bidder engaging in a protest to the District Board as allowed under this section, shall comply strictly with the requirements and restrictions of this section. Any attempt by any bidder to communicate with any District Board member, directly or indirectly, whether in person or through agents, employees, or lobbyists, or otherwise to influence the vote of any District Board member, in connection with any pending award of an agreement for which a solicitation has been issued, in any manner not strictly in compliance with the requirements and restrictions of this section shall be deemed in violation of the blackout period restriction. The District Board may disqualify a bid or proposal in connection with a procurement matter where District Board members or a member of the pertinent procurement committee has been lobbied in violation of the blackout period restrictions.

1.8 Recreation Facility Policies – Exhibit A

1.9 Recreation Facility Release of Liability – Exhibit B

1.10 Rates, Fees and Charges – Exhibit C

1.11 Effective Date.

These Rules shall be effective March 15, 2024 except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

Specific Authority:
Chapter 190, F.S.

1.8 Exhibit A



RECREATION FACILITY POLICIES

(April 2023)

Middleton Community Development District – A
984 Old Mill Run
The Villages, Florida 32162

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INTRODUCTION

The Middleton Community Development District – A Board of Supervisors, the Facility Manager and its staff shall have full authority to enforce these policies. However, the Facility Manager shall have the authority to waive strict application of any of these Policies when prudent, necessary, or in the best interest of the District and its Residents. Such a temporary waiver of any policy by the Facility Manager shall not constitute a continuous, ongoing waiver of said policy, and the Facility Manager reserves the right to enforce all of these polices at any time he or she sees fit.

DEFINITIONS

“Recreation Facility” – shall mean the properties and areas owned by the District, intended for recreational use, including, but not limited to, the pool, tennis and pickleball courts, fitness park, park and trail area, and dog park, together with its appurtenant facilities and areas.

“Recreation Facility Policies” or **“Policies”** – shall mean these Recreation Facility Policies of Middleton Community Development District – A, as amended from time to time.

“Board of Supervisors” or **“Board”** – shall mean the Middleton Community Development District – A’s Board of Supervisors.

“District” – shall mean the Middleton Community Development District – A.

“District Manager” – shall mean the district manager for Village Center Community Development District and his/her designees.

“Facility Manager” – shall mean Village Center Community Development District, including its employees, staff and agents, contracted by the District to manage the Recreation Facility.

“Guest” – shall mean any person who is invited to use the Recreation Facility by a Resident.

“Patron” or **“Patrons”** – shall mean Residents and Guests who are eighteen (18) years of age and older.

“Resident” – shall mean any person, spouse or registered domestic partner of a person or family owning property within the Middleton Community Development District – A.

SECURITY ACCESS CARDS

Security access cards will be issued to District Residents to provide Residents with District identification and to provide Residents with access to Recreation Facilities. Resident ID cards

may be accessed through the MyMiddleton phone application, free of charge. Resident ID cards may also be printed with the consent of a District homeowner for a fee established by the District by separate Resolution. The following apply to Resident ID cards:

1. Security access cards may be issued to all members of each Resident's household. However, security access cards for members of Resident household age 12 and up are eligible for a Resident ID with the permission of the homeowner. The homeowner must be the legal guardian if authorizing a minor Resident ID and must provide the following:
 - Birth certificate of the minor or custody paperwork for minors.
 - For adults 18 and over, each requesting a Resident ID must show proof of residency (driver's license or state identification with a District address).
2. Residents will be required to sign a waiver of liability before using District Recreation Facilities. By using District Recreation Facilities, Residents are agreeing to be responsible for themselves as well as any Guests accompanying the Resident.
3. Patrons may be required to present Resident ID cards upon request by staff at the Recreation Facility.

GUEST POLICIES

1. All Guests must be accompanied by a District Resident.
2. Residents who accompany a Guest are responsible for any and all actions taken by such Guest. Violation by a Guest of any of these Policies as set forth by the District could result in loss of the privileges and/or membership of that Resident.

GENERAL RECREATION FACILITY PROVISIONS

1. The Board reserves the right to amend, modify, or delete, in part or in their entirety, these Policies at a duly noticed Board meeting. However, in order to change or modify rates or fees beyond any increases or modifications that may be specifically allowed for by the District's rules and regulations, the Board must hold a duly-noticed public hearing on said rates and fees.
2. Residents may be required to present their ID cards in order to gain access to the Recreation Facility.
3. All hours of operation, including holiday schedules, of the Recreation Facility will be established by the District and Facility Manager.
4. Dogs and all other pets (with the exception of service animals) are not permitted in the Recreation Facility, except for the following locations:
 - a. Dog park
 - b. Park and Trails

In the event a special event is held, as previously approved by the Facility Manager, and dogs are permitted at the Recreation Facility as part of the special event, they must be leashed. Patrons are responsible for picking up after all pets and disposing of any waste in a designated pet waste receptacle or an outdoor dumpster as a courtesy to residents.

5. Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, in any way which blocks the normal flow of traffic, or in any way that limits the

ability of emergency service workers to respond to situations. The Facility Manager reserves the right to waive this parking restriction in the event overflow parking is needed for a large event.

6. Fireworks of any kind are not permitted anywhere at or in the Recreation Facility or adjacent areas; however, notwithstanding this general prohibition, the Board may approve the use of fireworks over a body of water.
7. Only employees, contractors or employees of the Facility Manager are allowed in the service areas of the Recreation Facility.
8. All lost or stolen Security access cards should be reported immediately to the Facility Manager's office. A fee will be assessed for any replacement cards as set forth herein.
9. Smoking is not permitted at the Recreation Facility.
10. Disregard for rules or policies may result in expulsion from the Recreation Facility and/or loss of Recreation Facility privileges in accordance with the procedures set forth herein. Rules that are posted in the appropriate area must be observed.
11. Patrons shall treat all staff members with courtesy and respect.
12. Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Recreation Facility.
13. Performances at the Recreation Facility, including those by outside entertainers, must be approved in advance by the Facility Manager.
14. Commercial advertisements shall not be posted or circulated in the Recreation Facility. Petitions, posters or promotional material shall not be originated, solicited, circulated or posted on Recreation Facility property unless approved in writing by the Facility Manager.
15. The Recreation Facility shall not be used for commercial purposes without written permission from the Facility Manager and the District Manager. The term "commercial purposes" shall mean those activities which involve, in any way, the provision of goods or services for compensation or advertising.
16. Firearms or any other weapons are prohibited in the Recreation Facility and as otherwise prohibited in the Recreation Facility in accordance with Florida law.
17. The Facility Manager reserves the right to authorize all programs and activities, including the number of participants, usage of equipment and supplies, facility reservations, etc., at the Recreation Facility, except usage and rental fees that have been established by the Board. The Facility Manager also has the right to authorize management-sponsored events and programs to better serve the Patrons, and to reserve any Recreation Facility for said events (if the schedule permits) and to collect revenue for those services provided. This includes, but is not limited to, various athletic events, cultural programs and social events. Should the District be entitled to any of these revenues based on its established rental or usage fees or any contractual obligation, the Facility Manager will be required to compensate the District accordingly.
18. Loitering (the offense of standing idly or prowling in a place, at a time or in a manner not usual for law-abiding individuals, under circumstances that warrant a justifiable and reasonable alarm or immediate concern for the safety of persons or property in the vicinity) is not permitted at the Recreation Facility.
19. All Patrons shall abide by and comply with any and all federal, state and local laws and ordinances while present at or utilizing the Recreation Facility, and shall ensure that any minor for whom they are responsible also complies with the same.
20. There shall be no overnight parking in the Recreation Facility parking lot.

21. Golf cars must be parked in spaces designated for golf car parking. Additionally, any golf cars operating on District property shall be operated in strict accordance with all applicable Federal, State and local laws governing such use.
22. ALL UNAUTHORIZED PERSONS ARE CONSIDERED TRESPASSERS AND MAY BE PROSECUTED AS SUCH UNDER FLORIDA LAW.

LOSS OR DESTRUCTION OF PROPERTY OR INSTANCES OF PERSONAL INJURY

1. Each Patron assumes sole responsibility for his or her property. The District and its contractors shall not be responsible for the loss or damage to any private property used or stored on or in the Recreation Facility.
2. Patrons shall be liable for any property damage and/or personal injury at the Recreation Facility, or at any activity or function operated, organized, arranged or sponsored by the District or its contractors, which is caused by the Patron or the Patron's guests or family member(s). The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses it suffers due to property damage or personal injury caused by a Patron or the Patron's family member(s).
3. Any Patron or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased, or operated by the District or its contractors, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged, or sponsored by the District, either on or off the Recreation Facility's premises, shall do so at his or her own risk, and shall hold the Recreation Facility's owners, the District, the Board of Supervisors, District employees, District representatives, District contractors, and District agents, harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act of omission of the District, or its respective operators, supervisors, employees, representatives, contractors or agents. Any Patron shall have, owe, and perform the same obligation to the District and their respective operators, supervisors, employees, representatives, contractors, and agents hereunder with respect to any loss, cost, claim, injury, damage, or liability sustained or incurred by any family member of such Patron.

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, the Recreation Facility. 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.
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

MIDDLETON COMMUNITY DEVELOPMENT DISTRICT – A RECREATION FACILITY USAGE POLICY

All Patrons using the Recreation Facility are expected to conduct themselves in a responsible, courteous, and safe manner, in compliance with all District policies and rules governing the Recreation Facility. Violation of the District's Policies and/or misuse or destruction of Recreation Facility equipment may result in the suspension or termination of District Recreation Facility privileges with respect to the offending Patron or Guest in accordance with District Policies set forth herein.

1. *Hours:* The Recreation Facility is available for use by Patrons during normal operating hours to be established and posted by the District and Facility Manager.
2. *Emergencies:* After contacting 911 Emergency Services if required, all emergencies and injuries must be reported to the District Manager at (352) 751-3939.
3. *District Equipment:* Any Patron utilizing District equipment is responsible for said equipment. If, as a result of the use of the equipment it is damaged, missing pieces or is in worse condition than when it was when usage began, that Patron will be responsible to the District for any cost associated with repair or replacement of the equipment.

Please note that the facilities at the Recreation Facility are unsupervised facilities. Persons using the Recreation Facility do so at their own risk. Facility Manager's staff members are not present to provide personal training, exercise consultation or athletic instruction, unless otherwise noted, to Patrons. Persons interested in using the Recreation Facility are encouraged to consult with a physician prior to commencing a physical fitness program.

SWIMMING POOL RULES

NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

1. At any given time, a Resident may allow up to five (5) Guests to the swimming pool (unless a greater number of guests has been approved by the Facility Manager).
2. Guests under sixteen (16) years of age must be accompanied at all times by a parent or adult Patron eighteen (18) years of age or older, during usage of the pool facility.
3. No pushing, running, throwing any item or other horseplay is allowed in the pool or on the pool deck area.
4. Diving is prohibited.
5. Radios, tape players, CD players, MP3 players, televisions or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones or for scheduled activities such as water aerobics classes.

6. Swimming is permitted only during designated hours as posted at the pool, and such hours are subject to change at the discretion of Facility Manager. Lifeguards are NOT on duty on a regular basis, if at all. Patrons swim at their own risk and must adhere to swimming pool rules at all times.
7. Showers are required before entering the pool.
8. Glass containers are prohibited.
9. Children under three (3) years of age, 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 in the swimming pool/deck area.
10. Play equipment, such as floats, rafts, snorkels, dive sticks, flotation devices and other recreational items such as balls and pool toys must meet with facility staff approval. The facility reserves the right to discontinue usage of such play equipment during times of peak or scheduled activity at the pool, or if the equipment causes a safety concern or annoyance to other users of the facility.
11. Pool availability may be limited or rotated in order to facilitate maintenance of the facility. Depending upon usage, the pool may be closed for various periods of time to facilitate maintenance and to maintain health code regulations.
12. Pets (except service dogs), bicycles, skateboards, roller blades, scooters and golf cars are prohibited on the pool deck area inside any Recreation Facility gates at any time.
13. The Facility Manager reserves the right to authorize all programs and activities (including the number of participants, equipment and supplies usage, etc.) conducted at the pool, including swim lessons and aquatic/recreational programs.
14. Any person swimming during non-posted swimming hours may be suspended or terminated from using the facility.
15. Proper swim attire (no cutoffs) must be worn in the pool.
16. No chewing gum is permitted in the pool or on the pool deck area.
17. For the comfort of others, the changing of diapers or clothes is not allowed poolside.
18. No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
19. Radio controlled water craft are not allowed in the pool or the pool area.
20. Pool entrances must be kept clear at all times.
21. No swinging on ladders, fences, or railings is allowed.
22. Pool furniture is not to be removed from the pool area.
23. Loud, profane, or abusive language is prohibited.
24. No physical or verbal abuse will be tolerated.
25. The District is not responsible for lost or stolen items.
26. Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.

SWIMMING POOL THUNDERSTORM POLICY

The Facility Manager will control whether swimming is permitted in inclement weather, and the pool facility may be closed or opened at his or her discretion.

OUTDOOR FITNESS PARK POLICIES

All Patrons and guests using the Outdoor Fitness Park are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Middleton Community Development District – A governing the Recreation Facility. Disregard or violation of the District’s Policies and rules and misuse or destruction of the Outdoor Fitness Park equipment may result in the suspension or termination of the Outdoor Fitness Park privileges.

Please note that the Outdoor Fitness Park is an unattended facility and persons using this facility do so at their own risk. Recreation Facility Staff are not present to provide personal training or exercise consultation to Patrons or guests. Persons interested in using the Outdoor Fitness Park are encouraged to consult with a physician prior to commencing a fitness program.

1. *Eligible Users:* Patrons eighteen (18) years of age and older are permitted to use the fitness park during designated operating hours. Residents and Guests under the age of twelve (12) years of age must be accompanied by someone sixteen (16) years of age or older.
2. *Beverages:* Beverages are permitted in the fitness park if contained in non- breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to the District Manager at (352) 751-3939.
4. *Proper Attire:* Appropriate clothing and footwear must be worn at all times at the Outdoor Fitness Park. Appropriate attire includes t-shirts (tank tops), shorts, leotards, and/or sweat suits.
5. *Hours:* The Outdoor Fitness Park is available for use by Patrons and guests during the hours of 7:00 a.m. to dusk.
6. *General Policies:*
 - Patrons are responsible for checking fitness equipment for loose parts, breaks, cracks, or other conditions needing repair or attention.
 - Radios, tape players, MP3 players, CD players or other electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones.
 - Fitness equipment may not be removed from the fitness park.
 - Please limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on fitness equipment if other people are waiting.
 - Please be respectful of others. Allow other Patrons to also use equipment.
 - Pets (with the exception of “Service Animals”) are prohibited from the Fitness Park.

TENNIS AND PICKLEBALL FACILITY POLICIES

Please note the Tennis and Pickleball Facility is an unsupervised facility and persons using the facility do so at their own risk. Persons interested in using the Tennis and Pickleball Facility are encouraged to consult with a physician prior to using the facility.

As a courtesy to other Patrons, we ask that all players please recognize and abide by these rules and guidelines. Remember, not only are tennis and pickleball lifetime sports, they are also games of sportsmanship, proper etiquette, and fair play.

1. *Eligible Users.* Patrons and guests twelve (12) years of age and older are permitted to use the Tennis and Pickleball Facility during designated operating hours. Children who are under twelve(12) years of age may use the Tennis and Pickleball Facility only when accompanied by an adult aged sixteen (16) or older. The limit is three (3) Guests to a single court.
2. *Hours.* The Tennis and Pickleball Facility are available for use from 7 a.m. to dusk. The facilities may not be used after dark.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to the District Manager at (352) 751-3939.
4. *Proper Attire:* Proper tennis shoes and attire, as determined by the Facility Manager, are required at all times while on the courts.
5. *Availability:* The tennis and pickleball courts are available on a “first come, first served” basis. Each Patron and the Patron’s guests are limited to the use of one (1) tennis or pickleball court for one-half hour when others are waiting. If you find it necessary to “bump” other players when it is your turn to play:
 - Never attempt to enter someone else’s court before your turn.
 - Never enter the court or distract players while others are in the middle of a point or game.
 - Wait outside the entrance gate and politely inform the players that it is your turn.
 - Allow players to finish out one more point, and then begin the player changeover for the court.
6. *General Policies:*
 - Proper tennis and pickleball etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
 - Persons using the Tennis and Pickleball Facility must supply their own equipment (rackets, balls, etc.).
 - The Tennis and Pickleball Facility is for the play of tennis and pickleball only. Pets (with the exception of “Service Animals”), roller blades, bikes, skates, skateboards, and scooters are prohibited from the tennis and pickleball facility.
 - Beverages are permitted at the Tennis and Pickleball Facility if contained in non-breakable containers with screw top or sealed lids. No alcoholic beverages, glass or other breakable items are permitted on the tennis or pickleball courts.
 - No chairs other than those provided by the District are permitted on the tennis or pickleball courts.
 - No jumping over nets.
 - Players must clean up after play. This includes “dead” balls, Styrofoam cups, plastic bottles, etc. The goal is to show common courtesy by leaving the court ready for play for Patrons who follow you.
 - Court hazards or damages, such as popped line nails, need to be reported to the Facility Manager for repair.
 - The tennis and pickleball courts may be reserved by the District for District-sponsored events or functions.

TENNIS AND PICKLEBALL COURTS: THUNDERSTORM POLICY

The Facility Manager, when present, will control whether tennis or pickleball is permitted in inclement weather, and the tennis and pickleball courts may be closed or opened at their discretion. Otherwise, play is at your own risk.

PARK AND TRAIL POLICIES

All Patrons and guests using the District Park or District Trails are expected to conduct themselves in a responsible, courteous, and safe manner in compliance with all policies and rules of the Middleton Community Development District – A governing the Recreation Facility. Disregard or violation of the District’s Policies and rules and misuse or destruction of the Park, Park equipment, or District Trails may result in the suspension or termination of the District Park and Trail privileges.

Please note that the Park and Trails are unattended facilities and persons using these facilities do so at their own risk.

1. *Eligible Users:* Patrons twelve (12) years of age and older are permitted to use the trails during designated operating hours. Patrons under twelve (12) years of age must be accompanied by someone sixteen (16) years of age or older.
2. *Beverages:* Beverages are permitted in the park if contained in non- breakable containers with screw top or sealed lids. Alcoholic beverages are prohibited.
3. *Emergencies:* For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to the District Manager at (352) 751-3939.
4. *Proper Attire:* Appropriate clothing and footwear must be worn at all times at the park. Appropriate attire includes t-shirts (tank tops), shorts, jeans, leotards, and/or sweat suits.
5. *Hours:* The Park is available for use by Patrons and guests during the hours of 7:00 a.m. to dusk.
6. *General Park Policies:*
 - Personal property of third parties should not be left unattended on, or within, District Park Facilities without the express approval and direction of the District Manager.
 - Application of fertilizers and pesticides or other chemical applications, except by District approved personnel, is prohibited.
 - Dumping yard waste or garbage or otherwise littering is prohibited.
 - Sleeping or reclining in a horizontal position on any park bench or table is prohibited.
 - Sleeping or otherwise remaining in any bushes, shrubs or other foliage is prohibited.
 - Sleeping at any time during any hours when the park is closed to the public use is prohibited.
 - Building or erecting any tent, hut, shanty, or other shelter, or engaging in any form of construction or digging is prohibited.
 - All pets must be on a leash or tether and under direct control at all times.
 - All pet owners shall clean up all pet waste and dispose of such waste in the proper trash receptacles.
 - Hunting is prohibited.
 - No person shall fish in any District ponds, lakes or other bodies of water where prohibited. Any and all fishing shall be catch and release.
 - Swimming and diving is prohibited.
 - No person shall bring into or operate any boat, yacht, cruiser, canoe, raft or other watercraft (except toys), regardless of means of propulsion, where prohibited.

- All motorized watercraft (except toys) are prohibited. This prohibition is not intended to apply to authorized city, county or District maintenance personnel.
- Use of motorized vehicles, including golf cars, other than on designated roads and in parking areas, is prohibited. This prohibition is not intended to apply to authorized city, county or District maintenance personnel.
- Open flames are prohibited.
- Plant removal is prohibited.
- Disturbing animal habitat is prohibited.
- Glass bottles, or glass containers of any kind, are prohibited.
- Activities or uses that unnecessarily place the general public at risk and/or detract from the family orientation of the Park Facilities, such as foul language, horseplay, and other disturbing or dangerous behavior, are strictly prohibited.
- Signs erected or affixed on District Park Facilities, except signs erected by a public authority for public purposes or subdivision signs authorized by the applicable local government authority, are prohibited.
- Serving or distributing alcoholic beverages is prohibited.
- Illegal drugs are prohibited.
- Weapons are prohibited.
- Special events or organized assemblies calculated or anticipated to attract at any one time the attendance or attention of more than ten (10) people are prohibited. This prohibition is not intended to apply to unorganized or spontaneous gatherings.

7. *General Trail Policies:*

- Bikes, skateboards, scooters and roller-skates are only allowed on the designated paths/trails provided they are used in a careful and prudent manner and at a rate of speed no greater than what is reasonable and proper under the conditions existing at the point of operation, taking into account the amount and character of pedestrian traffic, grade, and width of the trail or public path, condition of surface, and observation of all traffic-control devices. Every person using wheeled transportation upon a trail or public path shall yield the right-of-way to any pedestrian.
- Cars, trucks, and similar vehicles are prohibited on trails, unless the vehicle is an approved District maintenance vehicle.
- No trash shall be deposited on the trails.
- Use of trails is at your own risk.
- Only use designated trails.
- All pets must be leashed at all times.
- Do not disturb the nature landscapes. Be cautious of plants and wildlife in their native habitat.
- The following are not permitted at any time:
 - Horses
 - Feeding animals
 - Hunting
 - Camping
 - Cooking
 - Smoking
 - Fires

FISHING AND KAYAKING POLICY

Patrons may fish from the banks of any District owned lake/retention pond within the Middleton Community Development District – A or by using a kayak.

1. Hours of Use – 7:00 am – dusk
2. Users are responsible for their own equipment
3. Do not disturb wildlife or vegetation
4. Do not trespass on private residential property

Fishing

1. *Eligible Users:* Patrons twelve (12) years of age and older are permitted to fish during designated operating hours. Patrons under twelve (12) years of age must be accompanied by someone sixteen (16) years of age or older.
2. Fisherman are required to comply with Federal, State, and Local Laws, Statutes and Ordinances.
3. Fish in only designated areas.

Kayaking

1. *Eligible Users:* Patrons sixteen (16) years of age and older are permitted to kayak during designated operating hours. Patrons under (16) years of age must be accompanied by someone eighteen (18) years of age or older.
2. Non-motorized vehicles only.
3. All users on the water must wear a USCG approved personal flotation device. Other gear may be required.

The District has a “catch and release” policy for all fish caught in these waters. **No watercrafts of any kind are allowed in these bodies of water except for small remote-controlled boats intended for recreational purposes. Swimming is also prohibited in any of the waters.**

DOG PARK POLICY

USE OF THE DOG PARK IS AT YOUR OWN RISK

Your voluntary use of the Dog Park evidences your waiver of any claims against the Middleton Community Development District – A resulting from activities occurring at the Dog Park. The Middleton Community Development District – A is not responsible for any injury or harm caused by use of the Dog Park.

1. The Dog Park is restricted to use only by Patrons and their guests.
2. Proper attire must be worn while at the Dog Park.
3. Dogs must be on leashes at all times, except within the Dog Park area.
4. Dogs must be accompanied by a handler who is sixteen (16) years old or older.
5. 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.
6. Dog handler must have the leash with them at all times.
7. Dog handlers and owners are responsible for any injuries caused by any dog under their

- supervision.
8. Dogs may not be left unattended and must be within unobstructed sight of the dog handler.
 9. Dogs must be vaccinated and wear a visible rabies and license tag at all times.
 10. Limit two (2) dogs per Adult dog handler.
 11. Puppies under four months of age should not enter the Dog Park.
 12. Children under the age of twelve (12) are not permitted within the Dog Park area.
 13. Persons older than twelve (12) years of age but under the age of sixteen (16) must be accompanied by an adult at all times.
 14. Dog handlers are responsible for the behavior of their animals.
 15. Aggressive dogs are not allowed in the Dog Park. Any dog showing signs of aggression should be removed from the Dog Park immediately.
 16. Only dogs that are spayed or neutered are allowed in the Dog Park.
 17. Human or dog food inside the Dog Park is prohibited.
 18. Any dog toys inside the Dog Park are prohibited.
 19. Dog handlers must clean up any dog droppings made by their pets.
 20. Dog handlers must fill in any holes made by their pets.
 21. Please do not brush or groom pets inside the Dog Park. The Dog Park is for play time.
 22. The Dog Park is designated a “No Smoking” area.
 23. The Dog Park area is equipped with closed-circuit surveillance cameras.

SUSPENSION AND TERMINATION OF PRIVILEGES

1. **Introduction.** This rule addresses the suspension and termination of privileges to use Middleton Community Development District – A’s (“District”) recreational facilities (“Facilities”).
2. **Violations.** The privileges of a patron of the Facilities, including resident owners and members of the households of any of the foregoing (collectively, “Patron”), to use the Facilities may be suspended or terminated if the Patron engages in any of the following behavior:
 - a. Submits false information on any application for use of the Facilities.
 - b. Permits the unauthorized use of an Recreation pass.
 - c. Exhibits unsatisfactory behavior or appearance.
 - d. Fails to pay fees owed to the District in a proper and timely manner.
 - e. Fails to abide by any policies or rules established for the use of the Facilities.
 - f. Treats the District’s supervisors, staff, facility management, contractors, or other representatives, or other Patrons, in an unreasonable or abusive manner.
 - g. Damages or destroys District property.
 - h. Engages in conduct that is improper or likely to endanger the welfare, safety, harmony or reputation of the District, or its supervisors, staff, facility management, contractors, or other representatives, or other Patrons.
3. **Reporting of Violations.** For all offenses outlined in Section 2 above, the District Manager or District Manager designee, shall create a written report of the incident, which report shall be signed by the offending Patron and the District Manager or District Manager designee, as the case may be, and kept on file by the District. If the offending Patron refuses to sign the incident report, it shall be kept on file by the District with a notation to that effect by the District Manager or District Manager designee, as the case may be.

- 4. Suspension by the District Manager or District Manager Designee / Appeal of Suspension.** The District Manager, or the District Manager’s designee, may at any time suspend a Patron’s privileges to use the Facilities for committing any of the violations outlined in Section 2. Such suspension shall be for a maximum period of 30 consecutive days. In determining the length of any suspension, the District Manager, or District Manager designee, shall take into account the nature of the conduct and any prior violations. A Patron subject to a suspension under this Section 4 may appeal the suspension to the District’s Board of Supervisors (“Board”) by filing a written request for an appeal, which written request shall be immediately sent to the District’s Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron’s behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
- 5. Suspension or Termination by the Board.** The District Manager, or the District Manager’s designee, may recommend to the Board, or the Board on its own initiative may elect to consider, a suspension or termination of a Patron’s privileges for committing any of the violations outlined in Section 2. At least 15 days prior to any Board meeting where a suspension or termination is to be considered under this Section, the District shall send written notice of the meeting by United States mail to the Patron’s last known address. Upon prior written request submitted by the Patron to the District at least 5 days prior to the meeting, the Board shall allow the Patron to appear at the meeting and present statements and/or evidence on the Patron’s behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances to address the violations outlined in Section 2, including suspension or permanent termination of a Patron’s privileges to use the Facilities. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.
- 6. Trespass.** If a Patron subject to a suspension or termination is found on the Recreation premises, such Patron will be subject to arrest for trespassing.

INDEMNIFICATION AND RELEASE OF LIABILITY

All Patrons using any Recreation Facility (or any part thereof) agrees to indemnify and hold harmless the District, the Board, the District Manager, District Manager designee, and their respective employees, representatives, agents of each from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, for injuries, death, property damage of any nature, arising out of, or in connection with, the use of any Recreation Facility (or any part thereof).

All Patrons using any Recreation Facility agrees to indemnify and hold harmless the District, the Board, the District Manager, District Manager designee, and their respective employees, representatives, agents from any and all liability, claims, actions, suits or demands by and person, corporation or other entity, for injuries, death, property damage of any nature, arising out of or in connection with, the use of any Recreation Facility and property, including litigation or any appellate proceeding with respect thereto. Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity granted pursuant to Section 768.28, Florida Statutes.

The District, the Board, the District Manager, District Manager designee, and their respective employees, representatives, agents shall not be liable for, and the Patron or Guest shall releases all claims for injury or damage to or loss of personal property or to the person, sustained by the user or any person claiming through the user resulting from any fire, accident, occurrence, theft or condition in or upon any Recreation Facility and property.

By using any Recreation Facility as identified in these Recreation Facility Policies, each person and Patron is deemed to have accepted any and all risks associated with said use and each person and Patron shall shall execute a complete release of liability releasing Middleton Community Development District – A from any and all liability in a form as provided in Exhibit "1" to these Recreation Facility Policies.

1.9 Exhibit B



Application for Resident ID

Unconditional and Full General Release

I, (name) _____, am a resident of *Middleton Community Development District – A* (the “District”) which offers certain Recreation Facilities for my use in accordance with the Recreation Facility Policies (the “Policies”). I have received and read a copy of the Policies. The Recreation Facilities may be accessed with a security access card issued to a District Resident. The Policies provide that a Resident ID may be issued to a member of a resident age 12 and up, with the permission of the homeowner.

I hereby certify that 1) I am the homeowner of the property located at _____ (address) _____, The Villages, FL; 2) I am the legal guardian of _____ children between the ages of 12 and 17 who are members of my household.

I hereby give permission for the issuance of Resident ID cards to my _____ children. I understand that my children, while using Recreation Facilities, will not be supervised by the District or monitored by any security service, and I must provide such supervision and security as is necessary for my children’s safe use of Recreation Facilities. My children shall be subject to, and shall follow, all Policies and posted rules when using the Recreation Facilities. In consideration of the issuance of the Resident ID cards and use of the Recreation Facilities, I do hereby:

for myself and for my executors, administrators, personal representatives, assigns, heirs, children, and next of kin, agree to the following unconditional and full general release of the owner of each Recreation Facility from liability. I realize that participation in activities and use of the Recreation Facilities involves risk of injury and even a possibility of death. I recognize that there are many risks of injury, which may be serious and disabling and may arise due to my participation in this activity, and that it is impossible to specifically list each and every individual risk. I will expressly assume all possible risks of injury, and even death, which could occur by reason of my participation or the participation of my children, and specifically agree to release, hold harmless, covenant not to sue, and indemnify each owner, operator, or contractor providing services to, a Recreation Facility, including, but not limited to, the District, Village Center Community Development District and Middleton Downtown Community Development District, (hereinafter collectively referred to as the “Released Parties”), together with their officers, directors, members, executives, agents, employees, affiliates, representatives, successors and assigns, from any and all liability on account of my participation or the participation of my children, including without limitation releasing them from negligence, action or inaction which might cause injury. This release shall remain in force and effective until specifically revoked in writing. The foregoing release is intended to be as broad and inclusive as permitted by Florida law, and if any portion is held invalid for any reason, the balance should continue in full legal force and effect. I agree to be responsible for any damage caused by me or children while present at or using a facility accessed with a Resident ID card issued with my permission.

I have read the foregoing agreement in its entirety, and I freely and voluntarily intend to be bound thereby.

Minor Child Participant
Parent/Guardian Consent

I have fully read and understood the foregoing release and understand and agree that the terms contained in this release shall apply to my child’s use of Recreation Facilities.

Homeowner Parent/Guardian Signature

Date