

RESOLUTION 2026-04

[DISTRICT PROPERTY AND TRESPASS RULE]

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A RULE REGARDING USE OF DISTRICT PROPERTY AND TRESPASS ENFORCEMENT; AUTHORIZING THE ISSUANCE OF A LETTER REGARDING THE SAME; PROVIDING GENERAL AUTHORIZATION; AUTHORIZING SIGNAGE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Hawthorne Mill North Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns certain real property, including but not limited to stormwater retention ponds comprising a portion of the District's stormwater management system ("**Stormwater Management System**"), conservation and mitigation areas, and other open spaces (collectively, "**District Property**"); and

WHEREAS, the Stormwater Management System primarily serves to facilitate the treatment and attenuation of stormwater run-off and overflow, and District Property is not intended or maintained for recreational activities (except as provided for herein); and

WHEREAS, the District desires to adopt a formal Rule regarding the use of the District Property and enforce the Rule through criminal and civil penalties (together, the "**Rule**"); and

WHEREAS, the District determines that the Rule is in the best interests of the District to protect the health, safety and welfare of persons present on District Property; and

WHEREAS, the District desires to secure the assistance of the County Sheriff's Office or such other law enforcement agencies as may be available, to prevent trespassing on District Property in contravention of the Rule.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT:

1. ADOPTION OF RULE REGARDING USE OF DISTRICT PROPERTY. The Board hereby adopts the Rule attached hereto as **Exhibit 1** regulating the use of District Property, including prohibiting certain recreational and other activities such as boating or any other watercraft use, wading or swimming, and the use of unauthorized vehicles, while permitting fishing on a catch and release basis from sunrise to sunset subject to the conditions set forth in the Rule, and authorizing criminal and civil penalties for violations.

2. AUTHORITY REGARDING ENFORCEMENT OF TRESPASS LAWS; FORM OF TRESPASS LETTER. The Board hereby authorizes the District Manager, representatives of Wrathell Hunt & Associates, LLC, as District Manager, the Chair or Vice Chairperson of the Board, and additional individuals to be identified by the District Manager in writing, to act on behalf of the District with respect to the enforcement of the District's rules and policies, including, but not limited to, taking any actions necessary to the enforcement and/or prosecution of trespass violations on the District's behalf and pursuant to Florida law. In addition, the Board hereby authorizes the District Manager to issue to the County Sheriff's Office a copy of this resolution and the trespass letter, as updated from time to time by the District Manager and attached hereto substantially in form as **Exhibit 2**. The District Manager shall cause any individual exercising trespass authority and not affiliated with the District Manager to sign the waiver and release form attached hereto as **Exhibit 3**.

3. GENERAL AUTHORIZATION; AUTHORIZING SIGNAGE. The Chairman, members of the Board of Supervisors and District staff are hereby generally authorized, upon the adoption of this Resolution, to do all acts and things required of them by this Resolution or desirable or consistent with the requirements or intent hereof. District Staff is directed to obtain and install signage and otherwise take all actions reasonably necessary to ensure the enforceability of the Rule.

4. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

5. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board of Supervisors of the Hawthorne Mill North Community Development District.

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PASSED AND ADOPTED on the 10th day of December, 2025.

ATTEST:



Secretary/Assistant Secretary

**HAWTHORNE MILL NORTH
COMMUNITY DEVELOPMENT DISTRICT**



Chair/Vice Chair, Board of Supervisors

- EXHIBIT 1:** District Property and Trespass Rule
EXHIBIT 2: Letter Regarding Trespass Enforcement
EXHIBIT 3: Volunteer Waiver & Release Form

EXHIBIT 1

In accordance with Chapters 190 and 120, *Florida Statutes*, and on December 10, 2025, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Hawthorne Mill North Community Development District adopted the following District Property and Trespass Rule. All prior rules and policies of the District governing this subject matter are hereby rescinded.

DISTRICT PROPERTY AND TRESPASS RULE

Introduction

1. The Hawthorne Mill North Community Development District (the “**District**”) owns certain real property, including but not limited to stormwater retention ponds (“**Ponds**”) comprising a portion of the District’s stormwater management system (“**Stormwater Management System**”), conservation and mitigation areas, and other open spaces (“**District Property**”).
2. The Ponds are components of the Stormwater Management System and are designed to function as retention ponds to facilitate the District’s treatment of stormwater run-off and overflow. As a result, contaminants may be present in the water. The Stormwater Management System is not intended or maintained for recreational purposes.
3. The District’s conservation and mitigation areas, common areas and open spaces are not intended or maintained for recreational use by motorized vehicles.
4. Nothing herein shall prohibit or limit the District’s ability to operate and maintain District Property consistent with the requirements of the applicable permits and approvals, and applicable law.
5. The District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of District Property.

Use of District Property

1. The use of District Property – including but not limited to swimming or wading, boating or use of other watercrafts (whether motorized or non-motorized, flotation devices, etc.), hunting, or other activities – by any person (other than by District Staff or authorized contractors) are prohibited. Notwithstanding the foregoing, quiet walking/hiking is permitted, and shoreline fishing is permitted on a catch and release basis from sunrise until sunset; provided fishers remove all fishing gear, bait, and litter after use, remain on District-owned property, easements or designated public access areas as identified by the District, do not enter or otherwise disturb private homeowner lots, use only non-toxic fishing tackle, and comply with all applicable state and local fishing regulations and licensing requirements. Fishers under the age of 16 must be accompanied by an adult.
2. Pets are not allowed on District Property unless accompanied by and under the direct physical control of their owners at all times. Owners must immediately remove any pet waste. Service animals as defined under the Americans with Disabilities Act are permitted as required by law.
3. No docks or other structures, whether permanent or temporary, may be constructed and placed in or around District Property unless properly permitted and approved by the District and other applicable governmental agencies.
4. No foreign materials may be disposed of on District Property, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, pet waste, pesticides, herbicides, trash, debris, or any other material that is not naturally occurring or which may be detrimental to the system or water quality.
5. Do not feed wildlife.

6. Any hazardous condition concerning District Property must immediately be reported to the District Manager at c/o Andrew Kantarzhi, Wrathell Hunt & Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431, 561-571-0010 x. 139, and, if presenting an immediate threat to health or safety, to emergency services by calling 911.
7. Property owners and residents are responsible for their tenants', guests' and invitees' adherence to these policies.
8. The District prohibits the use of unauthorized vehicles on District Property.

Trespass Authorization

1. District Staff, including the District's and any of the staff or representatives of the District Manager, have the authority to act on behalf of the District with respect to the enforcement of the District's rules and policies, including but not limited to taking any actions necessary to the enforcement and/or prosecution of a trespass violation on behalf of the District and pursuant to Florida law.
2. In addition, the District Manager is authorized to issue to the District's residents and to the County Sheriff's Office a trespass letter, providing authorization with respect to the enforcement of trespass laws as they relate to the District's prohibition of activities within the Stormwater Management System or on District Property.

Additional Enforcement; Penalties/Fines

For any violation of this Rule, and pursuant to Sections 190.012(3) and 120.69, Florida Statutes, the District shall have the right to impose a fine of up to \$1,000 per violation and collect such fine and reasonable attorney's fees and costs as provided pursuant to Florida law. Each day a violation continues shall constitute a separate violation.

Severability

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

EXHIBIT 2
HAWTHORNE MILL NORTH COMMUNITY DEVELOPMENT DISTRICT

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Office: 561-571-0010

[SHERIFFS OFFICE ADDRESS] _____, 2026

Re: Hawthorne Mill North Community Development District Authorization for
Law Enforcement Officers to Enforce Trespass Violations

To Whom It May Concern:

I serve as District Manager for the Hawthorne Mill North Community Development District (the “**District**”) and am authorized to issue this letter on behalf of the District. Pursuant to District Resolution 2026-04, a copy of which is enclosed with this letter, please be advised that:

1. The District’s policies forbid recreational and other activities on District property, including but not limited to swimming and boating on the stormwater retention ponds and the use of unauthorized vehicles on District property (note that fishing is permitted on a catch and release basis from District ponds); and
2. The District hereby authorizes any law enforcement officer to order trespassers to leave the District’s property for violation of the District’s Rule (as stated in Item 1 above), and to otherwise enforce the provisions of Sections 810.08 and 810.09, *Florida Statutes*, and any other applicable law against any such trespassers; and
3. The following are authorized to contact law enforcement officers and provide this written authorization to law enforcement officers for the purpose of enforcing the District’s rule (as stated in Item 1 above) and Florida law:

Name/Position	Address

4. The Board of Supervisors and staff of the Hawthorne Mill North Community Development District will aid in the prosecution of any individuals arrested pursuant to this grant of authority.

Should you have any questions regarding this authorization, please contact me at (561)571-0010.

Sincerely,

District Manager

Enclosure A: Resolution 2026-04 (with attachments)

EXHIBIT 3
WAIVER AND RELEASE OF LIABILITY
FOR VOLUNTEER SERVICES

**WAIVER AND RELEASE OF LIABILITY
FOR VOLUNTEER SERVICES**

Hawthorne Mill North Community Development District

This Waiver and Release of Liability (“**Release**”) is executed by _____ (“**Volunteer**”), who hereby releases the Hawthorne Mill North Community Development District (“**District**”), and its present, former, and future supervisors, staff, officers, managers, lawyers, engineers, employees, representatives and agents, and all of the successors and assigns of the foregoing (together, “**Released Parties**”). The Volunteer desires to provide volunteer services for the following District activity: **ASSIST WITH TRESPASS ENFORCEMENT AS AUTHORIZED BY RESOLUTION 2026-04, SPECIFICALLY LIMITED TO CONTACTING LOCAL LAW ENFORCEMENT AND THE DISTRICT MANAGER WHEN A TRESPASS MAY BE OCCURRING, REPORTING THE TRESPASS TO SUCH AUTHORITIES, AND REQUESTING THAT LOCAL LAW ENFORCEMENT REMOVE ANY SUCH TRESPASSER(S).**

Volunteer understands that the scope of Volunteer’s relationship with the District is limited to a volunteer position and that no compensation is expected in return for services provided by Volunteer; that Volunteer is not an employee of District and has no authority to act on behalf of District except as expressly authorized above; and that Volunteer is responsible for his/her own insurance coverage in the event of personal injury or illness as a result of Volunteer’s involvement in the above-listed activity. The following additional provisions apply:

1. **Waiver and Release:** In consideration for allowing Volunteer to participate in the above-referenced activity, the sufficiency and adequacy of which are hereby acknowledged by Volunteer, I, the Volunteer, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, hold harmless, and forever discharge the Released Parties from any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, 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, my participation as a volunteer to the District, including any and all on-site or off-site activities related to the services or properties of the District, and any transportation provided by the District to and from such activities, except for claims arising from the gross negligence or willful misconduct of the Released Parties. I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my participation in any and all of these activities. I understand that the District is not responsible for personal property lost or stolen while participating in these activities.
2. **Insurance:** Further I understand that District does not assume any responsibility for or obligation to provide me with financial or other assistance, including but not limited to medical, health or disability benefits or insurance of any nature in the event of my injury, illness, death or damage to my property.
3. **Medical Treatment:** I hereby release and forever discharge the District from any claim whatsoever which arises or may hereafter arise on account of any first-aid

treatment or other medical services rendered in connection with an emergency during my tenure as a volunteer with District.

4. **Rules:** I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time.
5. **Other.** This Release shall be governed by and interpreted in accordance with the laws of the State of Florida, and is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I agree that if any portion of this Release is deemed invalid, that the remainder will remain in full force and effect. Nothing in this Release shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

I am of legal age (18 years or older) and am freely signing this Release. I have read this Release and understand its terms, and further understand that by signing this document that I am waiving certain legal rights and remedies.

Participant Name: _____ Date: _____

Participant Signature: _____
(if Participant is 18 years of age or older)

Parent/Guardian Signature: _____ n/a _____
(if Participant is a minor child)

Address: _____

Phone Number (home): _____

Phone Number (alternate): _____

Emergency Contact: _____

Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

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