

# RESCINDED

## HARMONY COMMUNITY DEVELOPMENT DISTRICT RULE AMENDMENT

### **Amendment 4 to Chapter I, District Procedural Rules, on Animals, Habitat and Wildlife.**

The District shall coordinate at least annually with the Harmony Homeowners Association (HOA). This coordination shall be on exercise of restrictions, guidelines and goals concerning conduct of landowners, residents and visitors within the Harmony Community Development District jurisdiction as related to Animals, Habitat and Wildlife therein. This coordination shall be either by an annual joint meeting of the Board of Supervisors of the District and the Board of Directors of the HOA or, alternatively, by annual coordination by the District Manager, other staff and consultants with the companion Animal, Habitat & Wildlife Committee ("Animal Committee") of the HOA. The Manager shall cause to be filed, agendaed and discussed an annual report on this coordination.

There shall be adopted a written policy, which may be modified at least annually by the District Board of Supervisors, at an annual meeting, to be adopted by reference as a rule of this District to this Amendment 4. This written policy manual shall address any specific implementing details that coincide those certain general and special powers of the District with the HOA Harmony rule on residential properties restrictions, guidelines and goals concerning Animals, Habitat and Wildlife, including the activities of the HOA Animal Committee.

RESCINDED

DRAFT

**Written Policy Adopted by Reference to Chapter I,  
Procedural Rule Amendment 4 as a Rule of the District  
on Animals, Habitat and Wildlife.**

Pursuant to Harmony Community Development District Rules of Procedure Chapter 1, Amendment 4, Rules on Animals, Habitat and Wildlife, this written policy is subject to noticed annual review and possible modification by the District Board, and is adopted by reference as a Rule of the Harmony Community Development District; it addresses the coinciding of the restrictions, guidelines and goals of the Harmony Homeowners Association on residential properties, as implemented in part by the Harmony Homeowner Association (HOA) Animal Committee, with those general and special powers in the state charter of the Harmony Community Development District that relate to Animals Habitat and Wildlife.

**Section 1.**

**Preamble**

1.1. Findings

1.1.1. The special and unique character of the Harmony Community is important to the Board of Supervisors of the Harmony Community Development District as it implements its single specialized state growth management purpose of providing systems, facilities, services and related infrastructure projects to the land area within it jurisdiction; and

1.1.2. The District appreciates the work of the Harmony Institute, the Birchwood Acres Limited Partnership, LLLP, the Harmony Homeowner Association (“HOA”) and the Homeowner Association Companion Animal Habitat and Wildlife Committee (“Committee”); and

# RESCINDED

**DRAFT**

## 1.2. Ascertainments

1.2.1. The special nature of this community is reflected not only in the Homeowner Association Declaration of Covenants, Conditions and Restrictions, as related expressly to Restrictions, Guidelines and Goals concerning Companion Animals, Habitat and Wildlife, but also as provided in all growth management, planning and permitting development entitlements to the use of the land (including any applicable comprehensive planning, zoning and development order conditions);

1.2.2. The CDD does not have the regulatory enforcement power that is available either to general purpose local governments or, under applicable law, to the Homeowner Association; and

## 1.3. Determinations

1.3.1. The District in exercising any of its powers regarding any applicable projects, must act in compliance with, not be inconsistent with and remain subject to all applicable land use and development laws, rules and regulations on the Harmony Development; and

1.3.2. The general and special powers and projects granted to the District by its state created charter may be used by the District for limited, flexible and innovative implementation in order to accommodate the special nature of the Harmony community; and

1.3.3. Among these possibilities are the coinciding of HOA Animal, Habitat and Wildlife goals, values and guiding principles with the exercise by the District of certain of its special powers; and

# RESCINDED

## DRAFT

1.3.4. The special powers of the District provide for: 1). conservation areas, mitigation areas and wildlife habitat (including the maintenance of any plant or animal species) and any related interest in real or personal property under section 190.012(1)(g), Fla. Stat.; 2) unique specialized transportation facilities under subsection 190.012(1)(d), Fla. Stat.; 3) parks and facilities for such diverse but appropriate indoor and outdoor uses for recreation, culture and education under section 190.012(2)(a), Fla. Stat.; and 4) precedent setting and innovative projects to coincide with the powers of the HOA to help facilitate, maintain and enhance the special purpose and character of the Harmony Community; and

1.3.5. The District Board has the power expressly to promulgate rules and orders under chapter 120, Fla. Stat., to prescribe administrative rules and functions with respect to any of the projects of the District and to define the area to be included therein, all related to the conduct of District business; and

1.3.6. The District has contracted with appropriate management, engineering and legal consultants to implement these requirements and may retain other consultants as may be appropriate to work with its existing staff and consultants on projects as assigned by the District Board; and

1.3.7. It is in the public interest, consistent with the single narrow growth management purpose of this District, to identify and to exercise its powers and projects in order to coincide efforts with those of the HOA and the Committee to provide, as a model, a set of effective, innovative and precedent setting joint efforts to be coincided;

#### 1.4. Intent.

It is the intent of the members of the Board of Supervisors of the Harmony Community Development District to authorize its manager, general counsel, engineer and other staff and consultants to use the identified special and general powers of the District in concert with the

# RESCINDED

## DRAFT

jurisdiction and powers in the private sector of the Harmony Homeowners Association in order to coincide their respective but different powers, duties, limitations and duties to provide for safe, healthy, environmentally sound and comprehensive Animal Restrictions, Guidelines and Goals for Animals, Habitat and Wildlife within the jurisdiction of the District.

### 1.5. Purpose.

The purpose at the minimum is to require annual coordination in order to provide for the innovative coinciding required by this rule. This coordination shall be by a joint meeting of the District Board of Supervisors with the Harmony Association Board of Directors. In the alternative, this coordination may be between the Harmony Association Animal Committee and its staff and consultants with the manager, general counsel, engineer and other staff and consultants to the District. This coordination then shall be summarized at least annually in a written report submitted to the Board of Supervisors of the District by the District Manager at which time there will be an express opportunity to review this written policy and make any amendments to it pursuant to District Amendment 4, Chapter I.

## Section 2.

### Implementation

2.1. Section 1.1 through 1.5, of Section 1, the Preamble, are adopted in this written policy manual expressly by reference as dispositive and as adopted by the Board by reference.

2.2. As time goes by, the joint coordination and annual report shall address:

2.2.1. Innovative and timely coinciding of the Harmony Residential Properties Restrictions, Guidelines and Goals concerning companion Animals, Habitat and Wildlife as reflected in the Harmony HOA declarations with the following expressed special powers of the Harmony Community Development District in its charter:

# RESCINDED

## DRAFT

a. Planning, construction, maintaining, managing and financing innovative conservation areas, (section 190.012(1)(f), Fla. Stat).

b. Planning, construction, maintaining, managing and financing innovative mitigation areas (section 190.012(1)(f), Fla. Stat).

c. Planning, construction, maintaining, managing and financing innovative wildlife habitat areas (section 190.012(1)(f), Fla. Stat).

d. Maintenance of plant species in conservation, mitigation or wildlife areas as they relate to domestic and wildlife interests (section 190.012(1)(f), Fla. Stat).

e. Maintenance of any applicable animal species regarding domestic or wildlife that exists in conservation, mitigation or wildlife habitat areas (section 190.012(1)(f), Fla. Stat).

f. Innovative use of any interest in real or personal property that relates to conservation, mitigation and wildlife areas including the maintenance of plant or animal species (section 190.012(1)(f), Fla. Stat).

g. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for recreational use (section 190.012(2)(a), Fla. Stat).

h. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for culture and cultural use (section 190.012(2)(a), Fla. Stat).

# RESCINDED

## DRAFT

i. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for education and educational use (section 190.012(2)(a), Fla. Stat).

j. Planning, construction, implementation, financing and maintenance of any indoor and outdoor parks and facilities that relate to Animal, Habitat and Wildlife for school buildings and related school or educational structures which may be leased, sold or donated to the school district for use in the educational system as it relates to Animal, Habitat and Wildlife assets (section 190.012(2)(c), Fla. Stat).

k. Planning, construction, implementation, acquiring, financing and maintenance other innovative projects by interlocal agreement or by development order condition on the District by operation of law under (section 190.012(1)(g), Fla. Stat., based on the definition of “project” in section 190.003(15), Fla. Stat.).

l. Short-term and longer-term strategic planning on the exercise of these special powers to provide, enhance and maintain the best interests of Animals, Habitat and Wildlife coincided with the HOA and the HOA Animal Committee to exercise all powers necessary, convenient, incidental or proper in connection with any of these matters under section 190.011(15) and (16), Fla. Stat.

2.2.2. The annual coordination between the Harmony Community Development District and the Board of Directors of the Harmony HOA or its Animal Rules Committee shall be by the alternative meetings set forth in section 1.5., at least annually, and report annually to the Board of Supervisors of the District, on new and innovative ways to apply the above referenced special powers specifically each to the Restrictions, Guidelines and Goals of the Animal Rules Committee and related policy recommendations.

# RESCINDED

## DRAFT

2.3. The work to be coordinated with the HOA is to draft and to suggest proposals that may include use of contracts and agreements; amendments to the Osceola County Comprehensive Plan and any applicable development orders, in concert with the landowners and developers; any other innovative ideas; all subject to the expressed approval and implementation by the District Board of Supervisors.

2.4. Annual implementation shall be pursuant to Exhibit A, attached hereto and incorporated herein as part of this policy manual and rule which also may be amended at least annually.

Attachment - Exhibit A

K:\Users\Kfolden\BIRCHWOOD\Harmony General Counsel\written policy animals.wpd



# RESCINDED

DRAFT

## Exhibit A to Rule to Amendment 4 Written Policy Manual Specific Implementation

1. **Joint Notices.** The Board of Supervisors of the Harmony Community Development District and the Board of Directors of the Harmony Homeowners Association (HOA), (or alternatively as delegated to its Animal Rules Committee), through their respective consultants, agents and representatives, will provide for joint notices, posted at conspicuous effective places, of certain specific standards governing the conduct in Animal, Habitat and Wildlife areas that now or hereafter may be set up. The notice shall alert residents, landowners, visitors and tourists that there are certain rules of etiquette and procedures which must be followed and that designated volunteers for the Harmony HOA will be participating in a Harmony Watch Program and have the authority:

- a. To advise violators (those whose conduct appears to be inconsistent with these rules, policy manual and standards of conduct) of their conduct in a firm, clear and friendly and respectful manner but not to engage in any confrontation.
- b. To report such violators to any security personnel employed by the District, to the District Manager or, as applicable, to the Osceola County Sheriff.

2. **Hours of Operation.** Hours of operation shall be one-half hour after sunrise to one-half hour before sunset daily including holidays.

3. **Registration and Tags.** The manager and members of the Harmony HOA Animal Rules Committee will work on certain designated tags to accomplish the requirements of these rules:

- a. There shall be a system of three different colored tags:
  - 1) The tag system will change on an annual basis because they will rotate every year with one color for residents or homeowners within the jurisdiction of the District; another color for those who are non-resident and non-homeowner members of the public; and other colors for tags as may be necessary.
  - 2) The Dog Park Tags are good for one year, expiring on the last day of the month of registration.
  - 3) Harmony Dog Park Tags for 2003: Residents = Orange bone shaped consecutively numbered 1000-1099. Nonresidents = Green

# RESCINDED

## DRAFT

Fire Hydrant shaped (numbered 2000-2099). The tag colors and numbers will change every year at renewal.

4) Temporary paper permits may be issued by the District. The purpose of these temporary permits is to allow someone to experience the dog park amenity on a limited basis such as for one day or a weekend. They allow Birchwood and other developer/sales staff for prospects in the same way someone might be allowed to have a complimentary round of golf. Proof of rabies would be necessary. The temporary permit needs to be on the person of the owner. The registration form for temporary permits will be the one used for nonresidents.

b. No tags or other indicia shall be issued, absent written certification on file in the District offices:

1) That under any applicable federal, state and local law, all registrations, filings and related activities have been completed including, for example, but limited to, rabies shots.

2) That all applicable fees have been paid at the rate of \$300.00 per year, per dog, per registration. These fees shall apply only to non-homeowner, non-residents members of the public.

**4. Standards of Conduct.** The manager, upon the express approval of the Board of Supervisors of the District, shall arrange for certain standards of conduct, worked out in concert with the HOA, and consistent with the limited authority of the District, to be published on or referenced by appropriate plaques, tags and signs. These conduct rules will apply to different Animals, Habitat and Wildlife as needed and as attached as sub-exhibits to Exhibit A.

# RESCINDED

## WELCOME TO THE HARMONY DOG PARK

Access to the dog park is limited to Harmony residents, guests and annual pass holders. For the safety of all people and dogs, all dog park rules must be strictly adhered to. Violators may have their access to the park restricted, or be charged with trespassing, or both.

Users of the Harmony Dog Park do so at their own risk. Please remember common sense rules about approaching or otherwise interacting with a strange dog. Neither the Town of Harmony, The Harmony Institute, or any of their affiliated Boards or employees or consultants shall be liable for any injury or damage sustained while using this park.

1. The Harmony Dog Park is an off-leash dog area for dogs, their handlers and those accompanying them. No other use is permitted. No animals other than dogs are permitted in the Dog Park.
2. All dogs must be registered with the Town of Harmony and display the appropriate tag on their collars or their handler must have a guest pass in his possession at all times when in the park.
3. Organized people-dog activities that require a dedicated portion of the park or that may inhibit regular individual enjoyment must be approved and scheduled by the Harmony Companion Animal, Habitat, and Wildlife Committee.
4. Handlers must "Scoop the Poop". Waste receptacles are available in the park for your use.
5. Dogs must be on leash when entering or exiting the off-leash dog area. Handlers must have possession of the dog leash at all times.
6. Dogs must be under the control of their handler and in view of their handler at all times. Maximum of two dogs per handler.
7. Dogs must be removed from the off-leash area at the first sign of aggression. No spiked collars.
8. No female dogs in heat are allowed inside the Dog Park or in close range to any dogs entering or exiting the Dog Park.
9. Handlers are responsible for any injuries or property damage caused by the dog(s) under their control. Handlers must fill in all holes dug up by the dog(s) under their control.
10. No dog less than four months of age is allowed outside the small dog area unless carried by its handler.
11. Children eight years old and under are not allowed in the off-leash dog areas. Handlers must be 16 years of age or older unless supervised by an adult.
12. No smoking, no glass containers, no food except training treats.
13. Hanging objects of any kind from the fences around or throughout the Harmony Dog Park is prohibited.

# RESCINDED

Dog Park Tag #

Expiration Date:

## Harmony Pet Registration Form

### CONTACT INFORMATION

**Owner's Name** \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Work: \_\_\_\_\_

Cell Phone/ pager: \_\_\_\_\_

Email \_\_\_\_\_

Out of Area \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Phone: \_\_\_\_\_

Pet's Name: \_\_\_\_\_

Birthdate \_\_\_\_\_

Species: Dog

Cat

Other (please specify) \_\_\_\_\_

Breed: \_\_\_\_\_

Color/Markings \_\_\_\_\_

Sex: Male Neutered Y/N

Female Spayed Y/N

Microchipped Y/N

Veterinary Clinic \_\_\_\_\_

Phone: \_\_\_\_\_

Vaccination Date: Rabies

DHLPP

Other

initials ( )

**Special Needs/Medical information** \_\_\_\_\_

Feeding Instructions: Please write *specific* instructions including type of food (dry or wet), brand name, how much and when to feed your pet. \_\_\_\_\_

Please give any additional information that would help us care for your pet: \_\_\_\_\_

# RESCINDED

Pets are part of our families and on occasion need protection and rescue from accidents or natural disasters that their owners may not be able to anticipate or control. To make sure that companion animals living in the town of Harmony are assured the safest possible environment the "Harmony Residential Properties Restrictions, Guidelines and Goals Concerning Companion Animals, Habitat and Wildlife" require that "for purposes of emergency management, all animals shall be registered with the Companion Animal Habitat and Wildlife Committee" (the "Committee").

Registration must be provided to the Committee within seven (7) days of owned animals moving into their new home in the community. Registration information will be used only for purposes of providing appropriate care for our animal neighbors and to assist in efforts to be reunited with their people. Information will not be shared with others or used for any other purpose without prior consent of the registrant. The Harmony Institute currently manages this requirement for the Committee.

In the event of a community emergency, the owner understands and agrees that the pet identified on this form may be handled or cared for by emergency personnel or by Harmony Institute staff, volunteers, or members of the Harmony community. In no event shall any party, including but not limited to the Harmony Institute, the Harmony Residential Owners Association or any person acting on their behalf or at their direction, in such circumstances be liable for any loss, claim, damage or injury resulting therefrom including, but not limited to, disease, theft, fire, death, escape, injury, or harm to persons, or such animal or other animals or property. In the event of a community emergency, if the state of the animal's health requires professional attention, the Harmony Institute or its agent, in its sole discretion, is hereby authorized to engage the services of a veterinarian of its choosing, To administer medicine, or to give other requisite attention to the animal, and expenses thereof shall be paid by the Owner.

**Dog Park Users ONLY:** Owners are responsible for controlling their dog(s) and are responsible for any injury to other dogs or to the public. I hereby attest that I have received a copy of and agree to abide by the Harmony Dog Park Rules.

\_\_\_\_\_ (Owner) \_\_\_\_\_ (Date)

# RESCINDED

Dog Park Tag #

Expiration Date

## Harmony Dog Park Non-resident Permit Application

### CONTACT INFORMATION

Owner's Name \_\_\_\_\_  
Address: \_\_\_\_\_  
Home Phone: \_\_\_\_\_ Work: \_\_\_\_\_  
Cell Phone/ pager: \_\_\_\_\_ Email \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Pet's Name : \_\_\_\_\_ Birthdate \_\_\_\_\_  
Breed: \_\_\_\_\_ Color/Markings \_\_\_\_\_  
Sex: Male Neutered Y/ N Female Spayed Y/ N Microchipped Y/N  
Veterinary Clinic \_\_\_\_\_ Phone: \_\_\_\_\_  
Vaccination Date: Rabies \_\_\_\_\_ DHLPP \_\_\_\_\_ Other \_\_\_\_\_ initials \_\_\_\_\_

Pet's Name : \_\_\_\_\_ Birthdate \_\_\_\_\_  
Breed: \_\_\_\_\_ Color/Markings \_\_\_\_\_  
Sex: Male Neutered Y/ N Female Spayed Y/ N Microchipped Y/N  
Veterinary Clinic \_\_\_\_\_ Phone: \_\_\_\_\_  
Vaccination Date: Rabies \_\_\_\_\_ DHLPP \_\_\_\_\_ Other \_\_\_\_\_ initials \_\_\_\_\_

Owners are responsible for controlling their dog(s) and are responsible for any injury or damage to other dogs or to the public. In no event shall any party, including but not limited to the Harmony Institute, the Harmony Residential Owners Association or any person acting on their behalf or at their direction, be liable for any loss, claim, damage or injury resulting from use of the Harmony Dog Park or surrounding facilities.

I hereby attest that I have received a copy of and agree to abide by the Harmony Dog Park Rules.

\_\_\_\_\_  
(Owner) \_\_\_\_\_ (Date)