

# Terrace at Walden Lakes

## HOA Summary

**This summary is provided for general informational purposes** and is not part of the recorded HOA documents nor a full list of restrictions and covenants. Refer to the full HOA governing docs for a complete understanding of the Homeowners' Association covenants, bylaws, and restrictions. **WRITTEN APPROVAL FROM THE ARCHITECTURAL REVIEW BOARD IS REQUIRED PRIOR TO MAKING ANY EXTERIOR CHANGES TO THE PROPERTY.**

### Fences

**There shall be no fence permitted on any lot. Owners may install rear-yard fences no longer than 12 feet that separate each Home's rear porch or patio. Must first obtain prior written approval.**

**Materials:** No limitations noted

**Height:** No limitations noted

### Landscaping and Yard Use

**Trees, plants, and landscaping:** No lawn ornaments or additional plantings shall be installed, attached or affixed to any lot, other than those installed, attached or affixed to same by the Declarant or Builder.

**Garden beds:** No limitations noted

**Swing sets and sports equipment:** No limitations noted

**Sheds:** No limitations noted

**Swimming pools:** No limitations noted

### Parking and Motor Vehicles

**Commercial / Work Vehicles:** Must be fully enclosed in garage.

**Boats, RV's, ATV's, jet skis, etc.:** No limitations noted

**Trailers:** No limitations noted

### Animals

**Number:** 2 household pets

**Restrictions:** Must be under 50 lbs. Any number of pets in excess of two (2) animals is prohibited. Under no circumstances will any dog whose breed is noted for its viciousness or ill temper, in particular, the "Pit Bull" or any crossbreeds of such breeds, be permitted on any portion of the Property.

**Livestock:** Not allowed

### Rentals

**Long term:** Owners shall be allowed to lease their homes. No lease shall be for a term of less than seven (7) months.

**Short term:** No Short term rentals prohibited.

**See recorded HOA documents in pages that follow**



Corporate offices • 3020 S. Florida Avenue Suite 101 • Lakeland, FL 33803 • (863) 619-7103

**www.HighlandHomes.ORG**

For informational purposes only; subject to change without notice. Refer to the full covenants and association governing docs for a complete understanding of the Homeowners' Association.

**Prepared by and return to:**

T. Luke Markham, Esq.  
Johnson, Pope, Bokor,  
Ruppel & Burns, LLP  
401 E. Jackson Street  
Suite 3100  
Tampa, Florida 33602

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FIRST AMENDMENT TO DECLARATION OF COVENANTS AND CONDITIONS  
FOR  
TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC.

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND CONDITIONS FOR TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC. ("Amendment") is made this 31 date of July, 2023, by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation ("Declarant", or as defined in the Declaration the "Association").

WHEREAS, Declarant made and entered into that certain DECLARATION OF COVENANTS AND CONDITIONS FOR TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC., dated May 22, 2023, and recorded May 22, 2023, Instrument #: 2023219662 of the Official Records of Hillsborough County, Florida ("Declaration");

WHEREAS, among other rights reserved by the Declarant in the Declaration, pursuant to Article III, Section 3.5 FENCES, of the Declaration, the Declarant restricted the right to install fences on any Lot by property owners ("Owners"), except that Owners may install rear-yard fences with approval from the Declarant.

WHEREAS, Article III, Section 3.5 also included language regarding the Declarant not being obligated to perform any Maintenance (as defined in the Declaration) in the rear yard, and that the Maintenance cost are the sole obligation of the Owner.

WHEREAS, Declarant has drafted and entered into this Amendment in accordance with Article V, Section 5.3 of the Declaration, which reserves the Declarant's rights to amend the Declaration for the purposes of correcting scrivener's errors and for the purposes of clarifying or interpreting any provision of the Declaration.

WHEREAS, as of the date of this Amendment, Declarant hereby amends Article III, Section 3.5, with the intent of allowing Maintenance to be performed in the rear by the Declarant, in accordance with the Declaration; and

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The recitals set forth above are true, accurate and correct and are incorporated herein by reference.

2. Capitalized terms not defined herein shall have the same meaning as set forth in the Declaration.

3. Article III, Section 3.5 of the Declaration is hereby amended as follows (deletions ~~stricken~~, additions underlined):

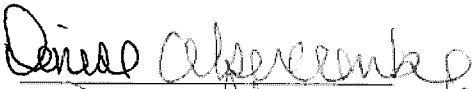
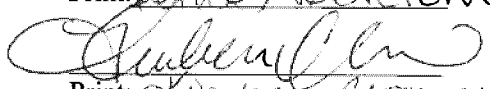
3.5 FENCES. Except for any fences constructed or installed by the Declarant, the CDD or Owners in accordance with this Section 3.5, there shall be no fence permitted on any Lot. Notwithstanding the foregoing, Owners may install rear-yard fences no longer than twelve feet (12') that separate each Home's rear porch or patio. If an Owner elects to install such fence, it must first obtain prior written approval from the Association. ~~The Association shall not be obligated to perform any Maintenance in the rear yard area and all such Maintenance in the rear yard shall be the responsibility of the Owner at his or her sole cost.~~

4. The Declaration, as amended, is hereby incorporated herein by reference as though fully set forth herein, and, except as specifically amended above, is hereby ratified and confirmed in its entirety.

5. This Amendment shall be effective immediately upon its recording among the Public Records of Hillsborough County, Florida.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed in its name on this 31 day of July, 2023.

Signed, Sealed and Delivered  
in the Presence of:

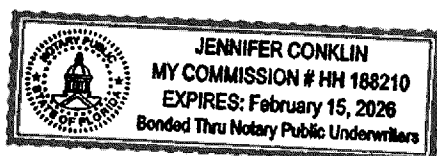
  
Print: Denise Abernethy  
  
Print: Kimber Cramer

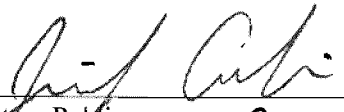
CLAYTON PROPERTIES GROUP, INC.,  
a Tennessee corporation

By:   
D. Joel Adams, Vice President

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 31 day of July, 2023, by D. Joel Adams as Vice President of CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, on behalf of the company. He ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.



  
Notary Public  
Print Name: Jennifer Conklin  
My commission expires: 2/15/26

Prepared by and return to:  
Johnson, Pope, Bokor,  
Ruppel & Burns, LLP  
T. Luke Markham, Esq.  
401 East Jackson Street, Suite 3100  
Tampa, FL 33062

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**DECLARATION OF COVENANTS AND CONDITIONS**  
**FOR**  
**TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC. ("Declaration") is made by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation ("Declarant").

**RECITALS**

A. Declarant developed TERRACE AT WALDEN LAKE, which consists of 96 townhomes ("Community"/"Terrace at Walden Lake"), according to the plat thereof recorded in Plat Book 144, Pages 298 - 301, Public Records of Hillsborough County, Florida.

B. By recording this Declaration, Declarant intends to establish a general plan of development for, and to provide for the overall development, governance, administration, maintenance and preservation of the Community. An integral part of the development plan for the Community is the creation of the Association, comprised of all Owners of real property in the Community. The Association will own, operate, and/or maintain various Community Common Properties and community improvements and administer and enforce this Declaration and the other Governing Documents referenced to herein.

C. The terms which are defined in the Declaration and used in this Declaration shall have the meanings in this Declaration ascribed to such terms in the Declaration, except to the extent modified or amended by this Declaration.

D. The following additional defined terms shall have the following meanings when used in this Declaration:

"Applicable Law" means any present or future law, statute, ordinance, regulation (including zoning ordinances and regulations), code, building code, judgment, injunction, arbitration award, order, rule, directive, proclamation, decree, common law, or other requirement, ordinary or extraordinary, foreseen or unforeseen, of the federal or any state or local governmental, or any political subdivision, arbitrator, department, commission, board, bureau, agency, or instrumentality thereof, or of any court or other administrative,

judicial or quasi-judicial tribunal or agency of competent jurisdiction, or of any other public or quasi-public authority or group, having jurisdiction over the Property, and any reciprocal easement, covenant, restriction, or other agreement, restriction, or easement of record affecting the Property as of the date of this Declaration or thereafter.

“Articles” shall mean the Articles of Incorporation of the Association in the form attached as Exhibit “B” and all amendments thereto.

“Assessments” shall mean the assessments specified in Article IV of this Declaration.

“Association” shall mean TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns.

“Builder” shall mean CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation d/b/a Highland Homes, or such other builder who builds a Home on a Lot for sale to a third-party purchaser.

“Bylaws” shall mean the Bylaws of the Association in the form attached hereto as Exhibit “C” and all amendments thereto.

“Community Common Properties” shall mean those areas of the Community that have been dedicated or otherwise conveyed to the Association and shall be the responsibility of the Association as provided for herein.

“Declaration” shall mean this Declaration of Covenants and Restrictions for Terrace at Walden Lake Townhomes Association, Inc., as amended from time to time.

“Declarant” shall mean CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation, its successors and assigns.

“Directors” shall mean the members of the Board of Directors of the Association and their successors in office, duly elected and serving in that capacity in accordance with the Bylaws.

“Home” shall mean an attached single-family dwelling constructed upon and including a Lot.

“Lots” shall mean all of the Lots depicted upon the Plat and located within the Community.

“Maintenance” shall mean those maintenance obligations of the Association as defined in Article II herein.

“Members” shall mean each natural person or legally-organized entity that is entitled to membership in the Association, as provided in Section 1.1 of this Declaration.

“Owners” shall mean the holders and owners of the fee simple title to the Lots.

“Property” shall mean the property described in Exhibit “A” and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

“Plat” shall mean the Plat of Terrace at Walden Lake to be recorded in the Public Records of Hillsborough County, Florida, as same may be amended from time to time.

“Rules and Regulations” shall mean those rules and regulations established and adopted by the Association in accordance with Article VI, Section 6.5 of this Declaration.

“Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

The purpose of this Declaration is to provide restrictions, covenants and provisions for assessments which are solely applicable to the Lots and the Community.

NOW, THEREFORE, the foregoing definitions, are incorporated herein by reference and the following covenants, restrictions and other provisions are hereby imposed upon the Community and each for the Lots, all of which shall be deemed covenants running with the land.

## **ARTICLE I**

### **ASSOCIATION**

1.1 MEMBERSHIP IN THE ASSOCIATION. The Association has been incorporated and has Articles of Incorporation and Bylaws in the form of the Articles and the Bylaws, the provisions of which are incorporated herein by reference and made a part of this Declaration. The Owners shall be members of the Association. By acceptance of a deed conveying a Lot, each Owner agreed to be bound by all of the terms, conditions and provisions of this Declaration, the Articles and the Bylaws. Membership in the Association shall be appurtenant to the ownership of the Lots and may not be transferred separate from the ownership of the Lot. Membership shall be established by acquisition of ownership of the fee simple title to a Lot, whether by conveyance, devise, judicial decree or otherwise and by the recordation among the Public Records of Hillsborough County, Florida of the deed or other instrument establishing the acquisition and designation of the Lot affected. Promptly after recording of the evidence of title, a copy of the recorded evidence of title shall be delivered to the Association. The new Owner designated in such deed or other instrument shall thereupon become a Community Member and the membership of the prior Owner shall be terminated.

1.2 ARTICLES. The Articles of Incorporation of the Association are attached hereto

as Exhibit "B" and incorporated herein by referenced.

1.3 BYLAWS. The Bylaws of the Association in their initial form are attached hereto as Exhibit "C" and incorporated herein by reference.

1.4 VOTING. The Association shall have two (2) classes of voting membership:

1.4.1. *Class A*. Class A Members shall be those Owners, defined in Section 1.1 above, with the exception of the Declarant while the Declarant holds the Class B membership. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Section 1.1 above. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as the Members among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

1.4.2. *Class B*. The Class B Community Member shall be the Declarant, its successors and assigns. The Class B Community Member shall be entitled to three (3) votes for each Class A Members' vote plus one vote, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier, or as otherwise required by Florida law (the "Community Turnover Date"):

(a) Ninety percent (90%) of the Lots have been conveyed to third-party purchasers other than the Builder; or

(b) Thirty (30) days after the Declarant elects to terminate the Class B membership.

1.4.3 *Owner in Good Standing*. An Owner shall be an "Owner in Good Standing" and eligible to vote if such Member Owner:

(a) Has, at least ten (10) days before the taking of any vote by the Association, fully paid all Assessments (defined below) or other charges levied by the Association, as such Assessments of charges are provided for hereunder.

(b) Does not have any unpaid Assessments due and payable to the Association; and

(c) Has discharged all other obligations to the Association as may be required of an Owner hereunder or under this Declaration or other Association governing documents.

(d) The Directors shall have sole authority for determining the good standing status of any Owner at any time and shall make such determination with respect to all Owners before the Association takes a vote on any matter. The Directors shall have the right and authority, in its sole discretion, to waive the ten (10) day prior payment requirement and require

only that such payment be made at any time before such vote is taken if the Directors determines, in its reasonable judgment, that extenuating circumstances exist which have prevented prior payment. Any Owner not conforming with the provisions of this Section 1.4.3 shall be declared by the Directors not to be an Owner in Good Standing and shall not be entitled to vote on matters before the Association until the Owner attains Owner in Good Standing status as so declared by the Directors.

## ARTICLE II

### **RIGHTS AND OBLIGATIONS OF ASSOCIATION AND OWNERS**

The Association shall have all powers and authority given to corporations for profit and corporations not for profit as provided by law, to the extent permitted by law, except to the extent specially limited in this Declaration, the Bylaws and the Articles. In addition, the Association shall have all powers and duties enumerated in this Declaration, the Articles and the Bylaws. The Association shall have the rights and obligations specified in this Article and shall be responsible for all costs of the Maintenance and all costs and expenses of the operation of the Association.

2.1 **ASSOCIATION MAINTENANCE.** The Association shall be responsible, which shall include the right to contract for services, for the maintenance, repair and replacement of the following in order to keep the Community in a neat, attractive condition ("Maintenance"):

2.1.1. *All Community Common Property.* In addition, the Association shall replace, as scheduled, any and all improvements situated on the Community Common Property, including, but not limited to, all landscaping, signs, irrigation systems, sidewalks and other structures, including guard gates and entry features, if installed or constructed by the Declarant or the Association, excepting any public utilities and obligations dedicated to any State or local municipality, government, or agency. The Association shall pay the real property ad valorem taxes and governmental liens assessed against the Community Common Properties and billed to the Association. Should real property ad valorem taxes or governmental liens as to any Community Common Properties be assessed against the billed Lots, the Directors shall have the right to determine, in its sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens, and such amount as they determine should be paid by the Association shall be levied as a Special Lot Assessment pursuant to Article IV of this Declaration.

2.1.2. *Any and all grass located on an Owner's Lot.* The cost of such grass maintenance on the Lot is the responsibility of the Association for the benefit of the entire Community as if same were Community Common Property, and such costs is considered with the budget as part of grounds' maintenance. The Owner shall not plant any trees or shrubbery on his or her Lot without first obtaining the prior written consent of the Association, except the Owner shall be permitted to replace and maintain the existing grass, plants, trees, and shrubbery in a manner consistent with that which was originally installed by the Builder. The Association is hereby granted an easement over and across each Lot for the purpose of maintaining and cutting the grass in the event Owner fails to maintain same in accordance with this Declaration. Owner



shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association, the said consent being conditioned on the Association having free access to the Lot for the purpose provided for herein.

2.1.3. *The irrigation system for the Community, including the irrigation of the Community Common Property and Lots.* Said irrigation system will run both on Lots and Community Common Property. The cost of such maintenance of the irrigation system on a Lot being assumed by the Association for the benefit of the entire Property as if same were Community Common Property, and such costs being considered with the budget as part of the grounds' maintenance. The Association is hereby granted an easement over and across each Lot for the purpose of installing and maintaining the irrigation system, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association. An Owner shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Owner's Lot or the Community Common Property, caused by Owner, any member of the Owner's family, any guests, invitees, tenants, contractors, workers or agents of the Owner.

2.2 OWNER MAINTENANCE. Except as otherwise provided herein, each Owner shall be responsible for the maintenance, repair and replacement of the Home and all improvements situated on his or her Lot and such other areas as are provided herein, in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows and roofs, including gutters, downspouts and skylights, patios, screens, balconies, tiles, doors (including all framing and casing), any air-conditioning or water softening fixtures or equipment, or any equipment facilities or other items whatsoever installed within or placed upon any Lot by any Owner including its agents, or other designees and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules and Regulations. If any Owner breaches the covenants contained within this Section 2.2, the Association may enforce same in accordance with the provisions of this Declaration. The Owner shall obtain written consent of the Association prior to making any modifications requiring approval under the Declaration or this Declaration. Specifically, each Owner shall be responsible for the following:

2.2.1. *Driveways.* Each Owner shall maintain, repair, and replace any driveway servicing his or her single Lot.

2.2.2. *Exterior painting and pressure washing of the Home and improvements thereon as required by the Association in accordance with this section.* It is anticipated that the Association shall require all Homes to be painted five (5) years from the date of the issuance of each Home's certificate of occupancy, and then every five (5) years thereafter. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressure washed or cleaned three (3) years from the date of the issuance of each Home's certificate of occupancy, and then every three (3) years thereafter. The Directors shall convene a duly noticed meeting to determine when the uniform exterior painting and pressure washing shall be required for all Homes in the Community and each Owner shall have at least 120 days to commence the work after the Association provides written notification

of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint is obtained from the Directors. Notwithstanding the foregoing, by majority vote of the Members at a duly noticed meeting, the Association may enter into a contract for painting or pressure washing of all Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Lot Assessment. If any Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as a Special Lot Assessment.

*2.2.3. The repair and replacement of the roof of his or her Home as required by the Association in accordance with this section.* It is anticipated that the Association shall require all roofs to be replaced twenty (20) to twenty-five (25) years from the date of the issuance of each Home's certificate of occupancy, and then every twenty (20) to twenty-five (25) years thereafter. The Directors shall convene a duly noticed meeting to determine when the uniform replacement of the roofs shall be required for all Homes in the Community and each Owner shall have at least 120 days to commence the work after the Association provides written notification of required roof replacement. The Directors reserve the right to require that the roof of each group of Homes be replaced at one time. Each Owner shall have the right to replace his or her roof more frequently than required by the Association, provided that prior written approval of the type of shingle is obtained from the Directors. Notwithstanding the foregoing, by majority vote of the Members at a duly noticed meeting, the Association may enter into a contract for the replacement of the roofs of all Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Lot Assessment. If any Owner fails or refuses to repair or replace the roof of his or her Home as required herein, the Association may perform the work and charge the Owner the cost thereof as a Special Lot Assessment.

*2.2.4. Exterior surfaces.* Each Owner shall maintain, repair and replace the exterior surfaces of his or her respective Home, including, but not limited to, any stucco on the exterior surface of the Homes. Exterior walls are improved with a finish material composed of stucco or cementitious coating (collectively, "Stucco/Cementitious Finish"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for each Owner. Each Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified profession to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e., windows, doors, hose bibs) for peeling, cracking, or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, re-caulk, and repaint those areas of the Home. Owner is responsible for all maintenance and repairs described in this Section 2.2.4, which should be completed in a timely fashion to prevent any damage to the Home.

*2.2.5. Reserved*

2.2.6. *Party walls.* Each common wall shared by two Lots shall be a party wall for the perpetual benefit of and use by the Owners of each respective Lot. Each such Lot and Owner is hereby granted an easement for the existence of the party wall to the extent it encroaches on the adjoining Lot, whether the encroachment exists is a result of initial construction, reconstruction or natural settling or shifting. Except as otherwise provided herein, each Owner shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party wall which is located within his or her residence. Both Owners shall equally share the cost of repair and maintenance of the structural and interior portions of the party wall. However, if either Owner's negligence or willful misconduct causes damage to the party wall, such Owner shall bear the entire cost of repair. Each Owner shall have the right to enter the adjacent Lot, including the residence located thereon, where necessary in connection with the repair or maintenance of a party wall, upon reasonable prior notice to the affected Owner(s) and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon by the Owners sharing the party wall.

2.3 ASSOCIATION MAINTENANCE. The Association shall be responsible for the operation, management, maintenance, repair and replacement of the following:

2.3.1. *Stormwater Management System.* Such operation, management, maintenance, repair and replacement must be in a manner consistent with a Southwest Florida Water Management District ("Agency") permit and rules. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Agency. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the Agency.

(a) *Amendment.* Any amendment to the Declaration that alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Community Common Properties, must have the prior approval of the Agency.

(b) *Enforcement.* The Agency shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System.

(c) *Articles Of Incorporation.* The Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of Agency Permit No. 43032488.004, a copy of which is attached hereto as Exhibit "D", and by reference incorporated herein, and applicable Agency rules, and shall assist in the enforcement of the restrictions and covenants contained herein. The Association shall levy and collect adequate Assessments from the Owners for the costs of maintenance and operation of the stormwater management system. DEP-WMD – AH Volume I Design Aids Declarations of Covenants and Restrictions DA 7-2. The Assessments shall be used for the maintenance and repair of the

Stormwater Management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

(d) *Dissolution Language.* In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

2.3.2. Any other drainage and retention systems and easements conveyed by the Association by the Declarant.

2.3.3. Any and all streetlights contained within the Community.

2.3.4. Any and all landscape easements, including trees within the right of ways and the Community Common Property, as required by the City of St. Plant City Land Development Code.

2.3.5. Tracts A-G, R-T & V-Z, as shown on the Plat, including any walls or similar structure installed on or along any of the perimeter boundaries of the Community Common Properties or at any entrances to the Community Common Properties or within the Community Common Properties, together with any footing, related equipment (including wiring or irrigation systems), landscaping, gates and other appurtenances, and any replacements of any of the foregoing.

### ARTICLE III

#### RESTRICTIONS

3.1 PROHIBITED ACTIVITIES AND USES. No activity or use shall be allowed on the Property that is a source of unreasonable annoyance, embarrassment or discomfort to the Owners or their tenants, invitees, or guests, or that interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use shall be made of any Home or Community Common Property, and all laws and regulations of the applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernable outside any Home: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke, noxious, toxic fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by any other Owner.

3.2 ANIMALS. Birds, fish, dogs, cats and insects under fifty (50) pounds ("Animals") may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial purposes. Any number of pets in excess of two (2) Animals is prohibited. Under no circumstances will any dog whose breed is noted for its viciousness or ill-

temper, in particular, the "Pit Bull" (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially confirm to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.

3.3 GARBAGE AND TRASH. No trash, garbage or other waste material or refuse shall be placed, stored or permitted to accumulate on any Lot except in covered or sealed containers approved by the Association. All such containers must be stored within each residence or concealed by means of a wall or enclosure.

3.3 PARKING AND MOTOR VEHICLES.

3.3.1. No vehicle shall be parked anywhere but on paved areas intended for that purpose. Parking on lawns, landscaped areas, roadways and the Community Common Property is prohibited, unless specifically approved or designated for such purpose. Lot Owners and guests shall park their automobiles in the garage or driveway of or pertaining to a Lot.

3.3.2. No unlicensed vehicle or inoperable vehicle, defined as a vehicle that cannot operate on its own power, shall remain in the Community for more than twelve (12) hours, except as contained within the closed confines of the garage of or pertaining to a Lot.

3.3.3. No repair or maintenance of vehicles shall be made within the Community, except within the closed confines of the garage of or pertaining to a Lot or for emergency repairs, and then only to the extent necessary to enable the movement thereof to a repair facility outside of the Community.

3.3.4. No "commercial vehicle" (i) shall be permitted to be parked in the Community unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance or repair of a Lot or the Home thereon or other improvements in the Community, or (ii) shall be permitted to be parked overnight or stored in the Community unless fully enclosed within a garage. For the purposes of this Declaration, "commercial vehicle" means a vehicle which is determined by the Association to be for a commercial purpose in excess of 7,500 pounds (and the Association shall take into consideration, among other factors, lettering, graphics or signage located on or affixed to the exterior of the vehicle which identifies a business or commercial enterprise, but the existence of such lettering, graphics or signage shall not be absolute). Police cars shall not be deemed commercial vehicles.

3.3.5 Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations adopted by the Board may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Lot irrevocably

grants the Association and its designated towing service the right to enter the Owner's Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, or other similar recreational equipment. By accepting title to a Lot, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot, Common Areas, or other areas of the Property that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

3.4 SIGNS. No sign, solicitation, advertisement, notice, letter or other graphic material or device may be exhibited, displayed, inscribed, painted or affixed upon any Lot or Home without prior written consent of the Association, except for one (1) "For Sale" or "For Rent" sign or notice may be exhibited or displayed on a Lot. The restrictions of this Section 3.4 shall not apply to any sign, solicitation, advertisement, notice, letter or other graphic material or device that is exhibited, displayed, inscribed, painted or affixed: (a) by the Declarant or anyone authorized in writing by the Declarant; (b) as required by applicable law or legal proceeding; or (c) as permitted by any sign license or easement granted or reserved by the Declarant or Association.

3.5 FENCES. Except for any fences constructed or installed by the Declarant, the CDD or Owners in accordance with this Section 3.5, there shall be no fence permitted on any Lot. Notwithstanding the foregoing, Owners may install rear-yard fences no longer twelve feet (12') that separate each Home's rear porch or patio. If an Owner elects to install such fence, it must first obtain prior written approval from the Association. The Association shall not be obligated to perform any Maintenance in the rear yard area and all such Maintenance in the rear yard shall be the responsibility of the Owner at his or her sole cost.

3.6 PORCHES AND GARAGES. Any exterior porch or patio attached to a Home shall not be used for the storage of any items or personal property and must be kept in a clean, neat and attractive manner. No garage or front porch or patio may contain a screen enclosure. All garage doors shall be maintained in operating condition and shall not be removed except for replacement. No garage may be improved for purposes of making same a living area, nor shall any garage be used for the operation of a business or for any commercial purpose of any type.

3.7 LAWNS. No lawn ornaments or additional plantings shall be installed, attached or affixed to any Lot, other than those installed, attached or affixed to same by the Declarant or Builder.

3.8 EXTERIOR ALTERATIONS. There shall be no improvement, installation, alteration, addition or modification to the exterior of any Home including, but not limited to, the installation of a patio, without the prior written consent of the Association.

3.9 NO SHORT TERM RENTALS. Owners shall be allowed to lease their Home,

provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of this Declaration and the Rules and Regulations, and provided that such lease and tenancy is otherwise in compliance with any Rules and Regulations promulgated by the Board. Residences shall be leased in their entirety; leasing of individual rooms is prohibited. No lease of a Residence shall be for a term of less than seven (7) months, and any such lease shall be in writing and shall be enforceable by the Association, whether or not so stated in its terms. No Owner may lease their Residence more than twice during any calendar year. Provided, however, if a lessee defaults under its lease and Owner terminates such lease on account of such default, then such Owner may be entitled to replace the defaulted and terminated tenancy with a new lessee under a new lease for a term of at least seven (7) consecutive months, and such tenancy shall not count as an additional lease for the specified calendar year. All leases must be provided to the Association at least five (5) days prior to the commencement of the lease. The Association shall review the lease for compliance with the requirements set forth in this Section, but shall not perform background checks, criminal records search, financial or credit check or any.

3.10 IMPOSITION OF FINES FOR VIOLATIONS. To the maximum extent lawful, the Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Community Common Properties (except vehicular and pedestrian ingress and egress and necessary utilities) and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, as amended from time to time, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration.

3.10.1 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee of the Association. If the Violations Committee does not by a majority vote approve a fine or suspension, the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

3.10.2 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

3.10.3 The Violations Committee may impose a fine against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee or Board may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies

received from fines shall be allocated as directed by the Board. Any fine of One Thousand Dollars (\$1,000) or more shall constitute a lien against the applicable Lot, and a fine may further be foreclosed to the extent otherwise permitted under Florida law.

## **ARTICLE IV**

### **ASSESSMENTS**

4.1 **COMMUNITY ASSESSMENT.** For the operation of the Association and the performance of the Maintenance and the other obligations of the Association and for the purpose of complying with the other terms, conditions and provisions imposed upon the Association by this Declaration, the Declarant declares it necessary to require Owners to pay annual assessments and special individual assessments in the manner specified below and in the Bylaws and each Owner accepts the obligation to pay the Assessments and covenants and agrees to pay such Assessments by the acceptance of such owner's deed.

4.2 **PURPOSE OF ANNUAL ASSESSMENTS.** Annual Assessments shall be levied by the Association in accordance with the provisions of this Declaration and the Bylaws and shall be used exclusively to promote the health, safety, welfare, recreation, common benefit and enjoyment of the Owners and others residing and of each dwelling constructed on each Lot. Annual Assessments shall include, and the Association shall expend out of the funds derived from the annual Assessments, the following costs and expenses:

4.2.1. The cost of performing the Maintenance required by or permitted by this Declaration to be performed by or at the direction of the Directors.

4.2.2. The cost of liability insurance insuring the Association against any and all liability to the public, to any of the Owners or to any invitee or tenant of any Owner arising out of the activities and responsibilities in the Association. The policy limits shall be set by the Directors and shall be reviewed at least annually and increased or decreased in the discretion of the Directors.

4.2.3. The cost of workers' compensation insurance to the extent required by Applicable Law and any other insurance deemed necessary by the Directors.

4.2.4. The cost of standard fidelity bond covering all Directors and all other employees of the Association in an amount to be determined by the Directors.

4.2.5. The cost of any other materials, supplies, furniture, labor, services, (including professional services such as legal, accounting, engineering and architectural), maintenance, repairs, insurance, which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Directors for the performance of the responsibilities of the Association or for the enforcement of the provisions of this Declaration.



4.3 COMMUNITY ASSESSMENT PROVISIONS. The provisions with respect to Assessments, the manner in which Assessments are to be adopted, interest on Assessments and other provisions with respect to Assessments are provided in the Bylaws, the terms, conditions and provisions of which are specifically incorporated into this Declaration by reference.

4.4 ANNUAL ASSESSMENT. The initial "Annual Assessment" for the first fiscal year of the Association (calendar year 2023) shall be \$1,400.00 annually, and paid in quarterly installments of \$350.00 per quarter per Lot. The Directors shall establish the amount of the Annual Assessments in the manner provided in the Bylaws and shall also establish the frequency and due dates of Annual Assessments. If expenses exceed the amount established in the budget, the Directors may increase the Annual Assessment as a result of such unanticipated increase in the expenses in the same manner as Annual Assessments are established in the Bylaws. So long as the Declarant is in control of the Association and is entitled to elect a majority of the Directors, the Declarant will not be obligated to pay assessments; provided, however, that the Declarant obligates itself to pay any operating expenses incurred by the Association that exceed that Assessments receivable from Members, other than the Declarant, together with other revenue and receipts of the Association. The Declarant shall have the right to be released from the foregoing commitment to pay any shortfall or deficit occurring or arising after the Declarant gives notice of its desire turnover, and does turnover, control of the Association to the Members other than the Declarant.

4.5 COMMENCEMENT OF ANNUAL ASSESSMENTS. Annual Assessment provided for above with respect to a particular Lot shall commence on the date of the sale of such Lot by the Declarant. Written notice of the annual assessment shall be sent to each Owner and the due date shall be established by the Directors. The Association shall, upon demand of a Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

4.6 UNIFORM RATE OF ASSESSMENTS. Annual Assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly, quarterly or annual basis, as determined by the Directors.

4.7 CAPITAL CONTRIBUTION ASSESSMENT. In addition to the Annual Assessment, upon the acquisition of record title to any Home or Lot, there shall be a non-refundable contribution assessment ("Capital Contribution Assessment") toward the working capital of the Association, in the amount of \$350.00 per Home or Lot, to be paid to the Association by the third-party purchaser, other than the Builder, at the time of any closing on the purchase of either any Home or Lot, whether or not such closing is a "first time" sale, or resale of any such property.

4.8 SPECIAL LOT ASSESSMENT. In addition to the Annual Assessment, the Declarant Association may levy in any fiscal year a special assessment ("Special Lot Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on

which the Annual Assessment was based, or as otherwise described in this Article IV.

4.9 SPECIFIC LOT ASSESSMENT. Any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of this Declaration also may be assessed by the Association against such Owner's Lot after such Owner fails to pay it when due and such default continues for thirty (30) days after written notice ("Specific Lot Assessment"); provided, however, that no Specific Lot Assessment shall be levied in connection with a fine levied by the Association pursuant to Chapter 720, Florida Statutes.

4.10 LIEN FOR ASSESSMENTS. The Association shall have a lien on a Lot for all unpaid assessments applicable and chargeable to the Owner, together with interest thereon and cost of collection specified in Section 4.11 below. The lien shall be superior to all other liens and encumbrances on the Lot, except for the lien for ad valorem taxes and the lien for all sums which the Owner is obligated to pay under any mortgage encumbering such Lot duly recorded in the public records of Hillsborough County, Florida. All other persons acquiring liens or encumbrances on any Lot after this Declaration shall have been recorded in the public records, shall be deemed to consent to the liens and assessments of the Association and such other liens and encumbrances shall be inferior to future liens for Assessments whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The Association may but is not obligated to as a prerequisite to enforcing its lien rights, record in the public records of Hillsborough County, Florida, a notice of the lien setting forth the amount of any delinquent Community Assessment. A sale or transfer of any Lot shall not affect the assessment lien or the obligation of a Owner to pay the Community Assessment and other amounts due the Association.

4.11 ENFORCEMENT OF LIEN AND COLLECTION. The Directors may take such action as they deem necessary to collect delinquent Assessments, by legal proceedings personally against a Owner or by proceedings to enforce and foreclose the lien for the Assessments and may settle and compromise such amounts that are due, if deemed by the Directors to be in the best interests of the Association, which settlement or compromise will not be deemed a waiver of the rights of the Association against future rights to collect and enforce. All costs and fees incurred by the Association, or the management company employed by the Association as a result of the non-compliance by an Owner of the obligations of the Owner under this Declaration, including, without limitation, costs of collecting delinquent assessments, shall be the Owner's obligation to pay. The foregoing costs and fees shall include all fees and costs charged by the management company employed by the Association related to the non-compliance by the Owner, all attorneys' fees, paralegal fees and costs incurred by the Association at the pretrial and trial levels and in connection with all appellate proceedings, and in connection with bankruptcy and administrative proceedings arising out of or related to any non-compliance by an Owner of any obligation of the Owner under this Declaration. Each Owner by the acceptance of the deed to such Owner's Lot vests in the Association or its agents the right and power to bring all actions against such Owner personally for the collection of the Assessments and all costs of collection as a debt or to foreclose the lien in the same manner as other liens for improvement of real property are foreclosed. The lien provided for in this section shall be in favor of the Association. No Owner may waive or otherwise escape liability for the Assessments provided for in this Article IV by abandonment of such Owner's Lot. At any

foreclosure sale held pursuant to a foreclosure of the lien, the Association shall be entitled to bid at such sale and to apply as a cash credit against the Association's bid all sums due the Association covered by the lien being foreclosed.

4.12 RIGHTS OF MORTGAGEE. Notwithstanding anything to the contrary contained in this Declaration, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the mortgagee's acquisition of title shall be the lesser of (i) the Lot's unpaid common expenses and Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association or (ii) one percent (1%) of the original mortgage debt. The new Owner shall become liable for payment of the Assessments from the date such new Owner acquires title to the Lot.

4.13 HOMESTEAD. By acceptance of a deed, each Owner is deemed to acknowledge that the obligations created by the assessments provided for in this Declaration and in the Bylaws, constitute obligations benefiting homestead property.

## ARTICLE V

### DECLARANT'S ADDITIONAL RESERVED RIGHTS

In addition to any and all other rights reserved by the Declarant in this Declaration, the Articles and the Bylaws, and notwithstanding any other provision set forth in this Declaration, the Articles and the Bylaws to the contrary, the Declarant reserves the right to:

5.1 Grant exceptions, waivers and variances from the strict application of the provisions of this Declaration, in the sole and absolute discretion of the Declarant, which shall not be construed or interpreted to grant to any other persons, upon subsequent application, the right to receive the approval of an application for an exception, waiver or variance.

5.2 Amend this Declaration for the purpose of compliance with Applicable Laws, for the purpose of complying with the requirements of any permits applicable to the Community and the for the purpose of complying with the requirements of any governmental entity, all without the joinder or consent of any Owner, mortgagee, or other party.

5.3 Amend this Declaration for the purpose of correcting scrivener's errors and for the purpose of clarifying or interpreting any of the provisions of this Declaration, all without the joinder or consent of the Owner, mortgagee or other party.

## ARTICLE VI

### GENERAL PROVISIONS

6.1 DURATION. The provisions of this Declaration are imposed upon the Community for a term of twenty-five (25) years from the date this Declaration is recorded and shall automatically be extended for successive ten (10) year periods unless and until they are amended as hereinafter provided.

6.2 ENFORCEMENT. The Declarant, the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions and covenants imposed by this Declaration. The failure to enforce, in whole or in part, any of the said restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such restrictions and the Declarant assumes no responsibility or liability for his failure to enforce the said restrictive covenants and conditions. In the event that the any Owner fails to perform any repair or maintenance obligation or other affirmative duty or obligation specified in this Declaration, the Association shall have the right, but not the responsibility or duty, to enter upon the Lot and perform such repair and maintenance or perform such other duty or responsibility of the Owner, after providing the Owner at least fourteen (14) days prior written notice and the Association is hereby granted a temporary easement for such purposes. In the event of such entry and the performance of such work, the Owner shall be obligated to reimburse the Association, as applicable, for the costs incurred, together with an administrative charge of twenty percent (20%) of such cost, which shall be due and payable within a period of ten (10) days after written notice of the amount of such claim, failing which, the Association shall be entitled to all rights and remedies for collection of such amount in the same manner as the collection of an assessment and shall have the right to file a lien against such Lot, in the same manner as the filing of a lien for assessment, which shall be enforceable in the same manner as the lien for the Community Assessment. In connection with the entry upon any Lot for the purpose of carrying out the foregoing rights, the Association may delegate the right of entry and the right to perform such work to such contractor and agent, including the Declarant, as the Association shall deem appropriate and necessary.

6.3 ASSIGNMENT OF RIGHTS. The Declarant has reserved certain rights in this Declaration concerning the Community and obtaining exceptions to certain provisions of this Declaration. The Declarant may assign and transfer such rights, provided such transfer is made in connection with the sale by the Declarant of all of the Declarant's then interest in the Lots, or is made to the Association.

6.4 AMENDMENT. Except with respect to matters reserved by the Declarant herein, this Declaration may only be amended by the affirmative vote of not less than 2/3 (two-thirds) of each class of membership present and voting in person or by proxy at a duly called and held meeting of the Members, if there are two classes of membership at the time of the amendment; or the affirmative vote of not less than 2/3 (two-thirds) of the membership present and voting in person or by proxy at a duly called and held meeting of the Members, if there is only one class of membership at the time of the amendment. An amendment to this Declaration shall be evidenced by an instrument signed by the President or Vice President of the Association, setting forth the text of the amendment which shall depict the words deleted by lining through such words and the words added by underlining such new words. Such instrument shall also certify that the amendment has been approved by the affirmative vote of not less than 2/3 (two-thirds) of each class of the membership present and voting in person or by proxy at a duly called and held

meeting of the Members, if there are two classes of membership at the time of the amendment, or that the amendment has been approved by the affirmative vote of not less than 2/3 (two-thirds) of the membership present and voting in person or by proxy at a duly called and held meeting of the Members if there is only one class of membership at the time of the amendment, and shall be recorded among the public records of Hillsborough County, Florida.

6.5 RULES AND REGULATIONS. The Association has the right, power and duty to establish rules and regulations for the maintenance and upkeep of the Lots and for other purposes as specified in this Declaration.

6.6 CONFLICT. In the event of conflict between the Articles, Bylaws and this Declaration, the more restrictive provision shall control.

6.7 HEADINGS. The headings contained herein are for the ease of reference only and do not constitute sustentative provisions of this instrument.

6.8 VARIATIONS IN PRONOUNS; GENDER AND NUMBER. Each pronoun shall include any gender or number thereof as the identity of its antecedent may require. When any reference herein is made to any gender, such reference shall be deemed to include masculine, feminine or neuter, as appropriate, and any reference herein to any number shall be deemed to include both singular and plural where the context permits or requires.

6.9 ATTORNEYS FEES AND COSTS. In connection with any litigation arising under any provision of this Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs and paralegal fees, at the trial and appellate levels.

6.10 SEVERABILITY. The invalidation by any Court of any provision of this Declaration shall not in any way affect any of the other provisions which shall remain in full force and effect.

6.11 BENEFIT. The foregoing restrictive covenants and conditions shall constitute covenants running with the land and the provisions of this Declaration shall be binding upon and shall be for the benefit of all of the present and future Owners, their heirs, devisees, personal representatives, grantees, successors and assigns.

6.12 EXCLUSIVE REMEDY. Lot Owner(s) hereby agree that all express or implied warranties, including any oral or written statements or representations made by the Declarant or any other person, and any implied warranty of habitability, merchantability or fitness, are disclaimed by the Declarant and are hereby waived by the Lot Owner(s) to the fullest extent possible under the law. In addition, the Lot Owner(s) waive the right to seek damages or other legal or equitable remedies from the Declarant, its subcontractors, agents, vendors, suppliers, design professionals and material men, under any other common law or statutory theory of liability, including but not limited to negligence, strict liability, or the alleged existence of a construction defect.

6.13 ARBITRATION/MEDIATION. Any controversy, claim or dispute arising out

of, or in any manner relating to this Declaration, the construction of, Lot Owner's purchase of the Home, including any claim alleging a construction defect as that term is defined under Florida Law shall be resolved in its entirety by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Federal Arbitration Act (Title 9 of the United States Code) and the judgment rendered by the arbitrator(s) may be confirmed, entered, and enforced in any State court of having jurisdiction over the parties. Any issues relating to whether or not a particular claim or claims is subject to arbitration, as well as any claim by any party to an award costs including attorney's fees shall be determined by the Arbitrators. As a condition precedent to any demand for arbitration, the dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation organization selected by Declarant.

**6.14 NO JOINDER WITH ANY OTHER ACTIONS; RETENTION OF ALL RIGHTS; AND WAIVER OF RIGHT TO JOIN A CLASS.** Lot Owner(s) agrees that it will retain, and neither grant, nor assign to others, pursuant to Chapter 720 Florida Statutes, or in any other manner, any rights claims or causes of action arising out of, or in connection with these declarations. Lot Owner(s) will not institute any claim, action, or cause of action with others, nor join in any claim with others, and Lot Owner(s) shall not voluntarily join, or participate as a member of any class, in any judicial action or alleging, involving, or relating to matters which are capable of, or subject to arbitration pursuant to this paragraph.

**6.15 RIGHT TO CURE PROVISION.** CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY (60) DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS. WHILE YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE, YOU HEREBY WARRANT, AFFIRM, AND AGREE THAT YOU, AND ANY ENTITY ACTING ON YOUR BEHALF, WILL AFFORD DECLARANT THE OPPORTUNITY TO MAKE ALL REPAIRS DECLARANT WISHES TO MAKE AS A RESULT OF ANY ALLEGED CONSTRUCTION DEFECT, OR LEGAL ACTION INSTITUTED BY YOU, OR ON YOUR BEHALF ALLEGING ANY MANNER A CONSTRUCTION DEFECT. THIS FLORIDA LAW AS WELL AS YOUR AGREEMENT SET FORTH IN THE PRECEDING SENTENCE APPLIES TO AND IS ENFORCEABLE IN ANY ARBITRATION PROCEEDING WHICH TAKES PLACE.

**6.16 ENVIRONMENTAL RISKS.** Any home and its occupants may be exposed to various environmental conditions in or near the home including, but not limited to, radon gas, gamma radiation, electromagnetic fields from power lines and appliances, the presence of

surface and underground utility facilities, and the possibility of air, water, and soil pollution. Declarant has no expertise concerning such conditions or any affect they may have on the home or its occupants. Declarant makes no representations or warranties, express or implied, about the existence and/or extent of such conditions and expressly disclaims any liability for any damage which such conditions might cause to the home or its occupants. Lot Owner(s) agrees to hold Declarant harmless in the event any of these conditions are discovered and waives and releases Declarant in advance from any claims against Declarant in any way related to the presence of, or which may arise out of, said conditions. These conditions may be identified and investigated by Lot Owner(s) at any time through their exercise of due diligence including, but not limited to making inquiry regarding the matters, and/or with a site inspection or home inspection. It is the Lot Owner's sole responsibility to obtain such an inspection. For additional information, Lot Owner's can contact local, state or federal environmental agencies or other available sources.

6.17 INTERPRETATION. Any provision or provisions of this Declaration shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.18 WAIVER OF TRIAL BY JURY. It is understood that any dispute arising out of, or in any way related to this Declaration shall be resolved by Arbitration, however, if for any reason that does not occur, the Lot Owner(s) waives all right to trial by jury and shall make no request or demand for jury trial in any legal proceeding.

*[Signature Page to Follow]*

Executed this 22 day of May, 2023.

**IN WITNESS WHEREOF**, the Declarant has caused this Declaration to be executed by its lawful officer, hereunto duly authorized, on the date first above written.

**CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation

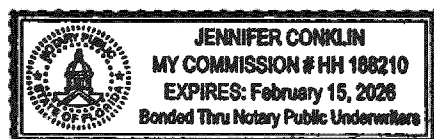
Denise Abercrombie  
Signature of Witness  
Denise Abercrombie  
Printed Name of Witness  
Kimber Cromer  
Signature of Witness  
Kimber Cromer  
Printed Name of Witness

By: D. JOEL ADAMS  
Its: Vice President

STATE OF Florida  
COUNTY OF Polk

The foregoing instrument was acknowledged before me this 22 day of May, 2023, by D. Joel Adams, as Vice President of **CLAYTON PROPERTIES GROUP, INC.**, a Tennessee corporation, on behalf of the corporation, [☒] who is personally known to me or [ ] who produced \_\_\_\_\_ as identification.

(seal)



Jennifer Conklin  
Notary Public  
My commission expires: 2/15/26



**Exhibit "A"**

Plat of Community

(To Follow)

Exhibit A

# TERRACE AT WALDEN LAKE

**PLATBOOK 44 PAGE 298**  
**SHEET 1 OF 4**

A REFLAT OF LOT 2, BLOCK 1 OF WILDEN LAKE UNIT 44, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 79, PAGE 34 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND A PORTION OF SECTIONS 01 AND 12, TOWNSHIP 29 SOUTH, RANGE 21 EAST, CITY OF PLANT CITY, HILLSBOROUGH COUNTY, STATE OF FLORIDA

## LIFELINE DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF HILLSBOROUGH, STATE OF FLORIDA AND DESCRIBED AS FOLLOWS:

LOT 2, BLOCK 1, OF WINDY LAKE UNIT 44, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK TWO (TWENTY) 34, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA.

[illegible]

THE ABOVE DESCRIBED PARCELS CONTAIN 14.13 ACRES, MORE OR LESS AND CREATING A TOTAL OF 36 LOTS

**DEDICATION:**  
STATE OF FLORIDA,  
COUNTY OF HILLSBOROUGH  
CITY OF PLANT CITY

[illegible][illegible]

CLAYTON PROPERTIES GROUP, INC.  
A TENNESSEE CORPORATION

**D. JOEL BLANKS**, VICE PRESIDENT  
CLAYTON PROPERTIES GROUP, INC.  
A TENNESSEE CORPORATION

## ACKNOWLEDGMENT

THE FOREGOING ASSIGNMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE  
 ORGANIZATION, THIS 21 DAY OF MARCH, 2023, BY JOE ALIAS AS NEXT FRIEND OF ELATION  
ELATION, SOCIAL SECURITY NUMBER XXXXXXXXXXXX ON BEHALF OF THE CORPORATION WHO IS PERSONALLY  
 KNOWN TO ME OR WAS PRODUCED AS REPRESENTATIVE

**CHEVON CROTTY**  
 Deputy Public State of Florida  
 Communications Inc. 141 112410  
 My Career Express 9405264

NOTHING PUBLIC  
PRINTED NAME: Chaven Cetti  
NY COMMISSION EXPIRES: 01/05/2025

**NOTICE:**

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEMONSTRATION OF THE SURVEYED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLAINED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

**APPROVAL CITY SURVEYOR (CONSULTANT)**

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177, PART 1, FLORIDA STATUTES FOR CHAPTER CONFORMANCE. THE GEODETIC DATA HAS NOT BEEN REVIEWED.

Free/Commercial DATE: 4/13/2023

**CHASTAIN STELLMAN  
PLASTER REINSTATEMENT LP INC**

**APPROVAL: CITY COMMISSION OF THE CITY OF PLANT CITY, FLORIDA**

STATE OF FLORIDA,  
COUNTY OF HILLSBOROUGH  
CITY OF PLANT CITY

THIS PLAT AND THE DEDICATIONS TO THE PUBLIC HERON ARE HEREBY ACCEPTED AND APPROPRIATED FOR RECORDING BY THE CITY OF PLANT CITY, FLORIDA, BY RESOLUTION OF THE CITY COMMISSIONERS OF THE CITY OF PLANT CITY, FLORIDA.

DATE: April 24, 2023

74-2023

**CLERK OF THE CIRCUIT COURT**

STATE OF FLORIDA,  
COUNTY OF HILLSBOROUGH

THE FLORIDA STATUTES, AND HAS BEEN FILED OF RECORD THIS 29th DAY OF MAY 1971. PAGE 298 NUMBER OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY. PLAT BOOK 157

Clerk of the Circuit Court  
Cindy Stuart  
Deputy Clerk  
Sophia Riosad

## SURVEYORS STATEMENT

MEMBER STATE THAT THIS PLAT OF "TERRACE AT WALDEN LAKE" WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND THAT THE PLAT COMPLETES ALL REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND THAT ALL PLAT'S P.C.D.'S AND OTHER INFORMATION ARE SET AS SHOWN OR NOTED.

STATE OF  
FLORIDA  
Professional Surveyor  
PSM  
PLATINUM  
SURVEYING & MAPPING  
6700 South Fowling Avenue, Suite 1, Leesburg, Florida 3275  
888.681.0044 • 888.681.0000 • 404.963.0000 • 404.963.0000

STATE OF FLORIDA ATTORNEY GENERAL  
SUZETTE AND MARJORIE BLUMBERG - LB 8135  
KENNEDY BK, THONOTOON  
KENNEDY BK, THONOTOON

## NOTES AND LEGEND

- [illegible]

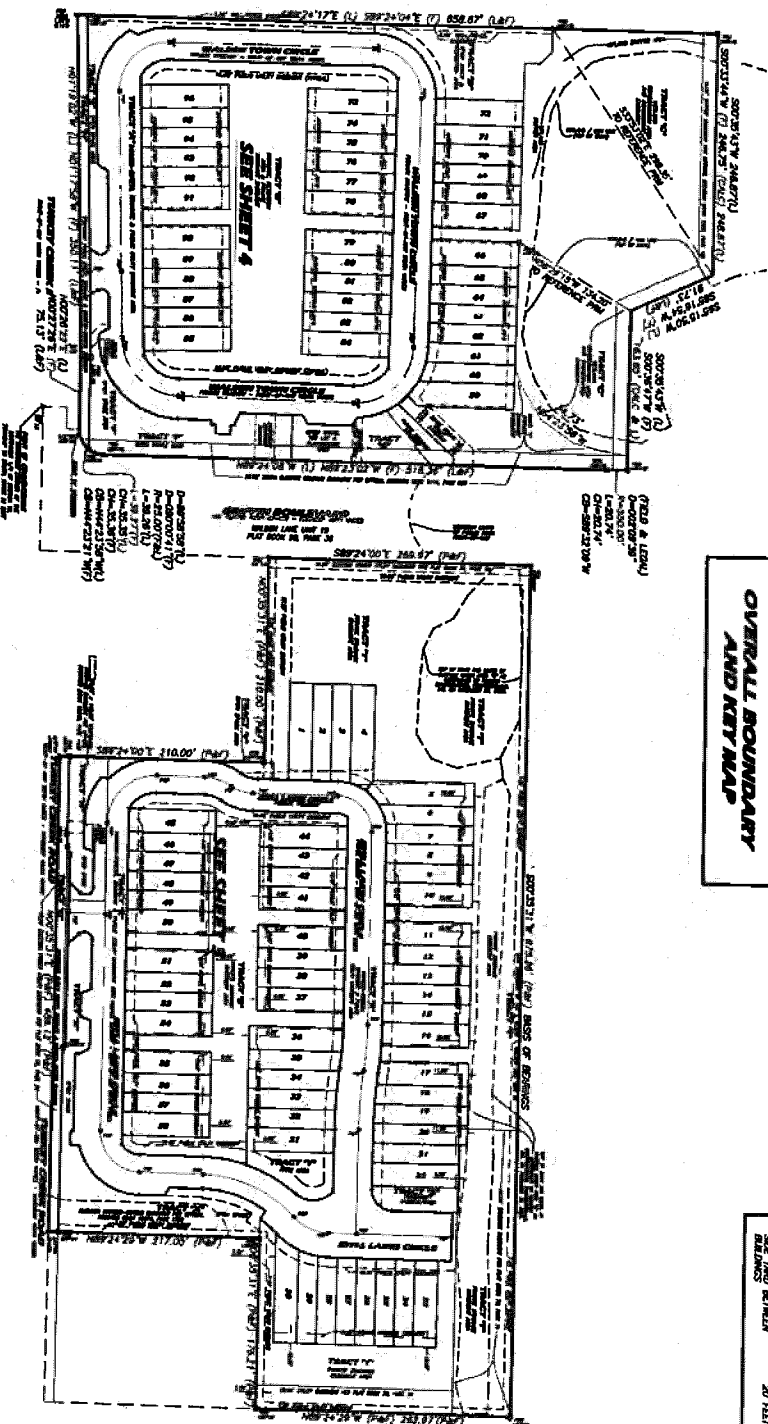
**TERRACE AT WALDEN LAKE**

A REPLAT OF LOT 2, BLOCK 1 OF WALDEN LANE UNIT 4A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGE 34 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA AND A PORTION OF SECTIONS 01 AND 12, TOWNSHIP 29 SOUTH, RANGE 31 EAST, CITY OF PLANT CITY, HILLSBOROUGH COUNTY, STATE OF FLORIDA

## **SURVEYOR'S NOTES:**

- [illegible]

## OVERALL BOUNDARY AND KEY MAP

**NOTICE:**

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DESCRIPTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPERSEDED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESERVATIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

**CITY OF PLANT CITY WITH LAND NOTES**

ALL RETAINED AREAS SHALL BE RETAINED IN A NATIONAL STATE PARAGRAPH TO THE ENVIRONMENTAL PROTECTION ACT, CHAPTER 617, SECTIONS 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16, 4-17, 4-18, 4-19, 4-20, 4-21, 4-22, 4-23, 4-24, 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32, 4-33, 4-34, 4-35, 4-36, 4-37, 4-38, 4-39, 4-40, 4-41, 4-42, 4-43, 4-44, 4-45, 4-46, 4-47, 4-48, 4-49, 4-50, 4-51, 4-52, 4-53, 4-54, 4-55, 4-56, 4-57, 4-58, 4-59, 4-60, 4-61, 4-62, 4-63, 4-64, 4-65, 4-66, 4-67, 4-68, 4-69, 4-70, 4-71, 4-72, 4-73, 4-74, 4-75, 4-76, 4-77, 4-78, 4-79, 4-80, 4-81, 4-82, 4-83, 4-84, 4-85, 4-86, 4-87, 4-88, 4-89, 4-90, 4-91, 4-92, 4-93, 4-94, 4-95, 4-96, 4-97, 4-98, 4-99, 4-100, 4-101, 4-102, 4-103, 4-104, 4-105, 4-106, 4-107, 4-108, 4-109, 4-110, 4-111, 4-112, 4-113, 4-114, 4-115, 4-116, 4-117, 4-118, 4-119, 4-120, 4-121, 4-122, 4-123, 4-124, 4-125, 4-126, 4-127, 4-128, 4-129, 4-130, 4-131, 4-132, 4-133, 4-134, 4-135, 4-136, 4-137, 4-138, 4-139, 4-140, 4-141, 4-142, 4-143, 4-144, 4-145, 4-146, 4-147, 4-148, 4-149, 4-150, 4-151, 4-152, 4-153, 4-154, 4-155, 4-156, 4-157, 4-158, 4-159, 4-160, 4-161, 4-162, 4-163, 4-164, 4-165, 4-166, 4-167, 4-168, 4-169, 4-170, 4-171, 4-172, 4-173, 4-174, 4-175, 4-176, 4-177, 4-178, 4-179, 4-180, 4-181, 4-182, 4-183, 4-184, 4-185, 4-186, 4-187, 4-188, 4-189, 4-190, 4-191, 4-192, 4-193, 4-194, 4-195, 4-196, 4-197, 4-198, 4-199, 4-200, 4-201, 4-202, 4-203, 4-204, 4-205, 4-206, 4-207, 4-208, 4-209, 4-210, 4-211, 4-212, 4-213, 4-214, 4-215, 4-216, 4-217, 4-218, 4-219, 4-220, 4-221, 4-222, 4-223, 4-224, 4-225, 4-226, 4-227, 4-228, 4-229, 4-230, 4-231, 4-232, 4-233, 4-234, 4-235, 4-236, 4-237, 4-238, 4-239, 4-240, 4-241, 4-242, 4-243, 4-244, 4-245, 4-246, 4-247, 4-248, 4-249, 4-250, 4-251, 4-252, 4-253, 4-254, 4-255, 4-256, 4-257, 4-258, 4-259, 4-260, 4-261, 4-262, 4-263, 4-264, 4-265, 4-266, 4-267, 4-268, 4-269, 4-270, 4-271, 4-272, 4-273, 4-274, 4-275, 4-276, 4-277, 4-278, 4-279, 4-280, 4-281, 4-282, 4-283, 4-284, 4-285, 4-286, 4-287, 4-288, 4-289, 4-290, 4-291, 4-292, 4-293, 4-294, 4-295, 4-296, 4-297, 4-298, 4-299, 4-300, 4-301, 4-302, 4-303, 4-304, 4-305, 4-306, 4-307, 4-308, 4-309, 4-310, 4-311, 4-312, 4-313, 4-314, 4-315, 4-316, 4-317, 4-318, 4-319, 4-320, 4-321, 4-322, 4-323, 4-324, 4-325, 4-326, 4-327, 4-328, 4-329, 4-330, 4-331, 4-332, 4-333, 4-334, 4-335, 4-336, 4-337, 4-338, 4-339, 4-340, 4-341, 4-342, 4-343, 4-344, 4-345, 4-346, 4-347, 4-348, 4-349, 4-350, 4-351, 4-352, 4-353, 4-354, 4-355, 4-356, 4-357, 4-358, 4-359, 4-360, 4-361, 4-362, 4-363, 4-364, 4-365, 4-366, 4-367, 4-368, 4-369, 4-370, 4-371, 4-372, 4-373, 4-374, 4-375, 4-376, 4-377, 4-378, 4-379, 4-380, 4-381, 4-382, 4-383, 4-384, 4-385, 4-386, 4-387, 4-388, 4-389, 4-390, 4-391, 4-392, 4-393, 4-394, 4-395, 4-396, 4-397, 4-398, 4-399, 4-400, 4-401, 4-402, 4-403, 4-404, 4-405, 4-406, 4-407, 4-408, 4-409, 4-410, 4-411, 4-412, 4-413, 4-414, 4-415, 4-416, 4-417, 4-418, 4-419, 4-420, 4-421, 4-422, 4-423, 4-424, 4-425, 4-426, 4-427, 4-428, 4-429, 4-430, 4-431, 4-432, 4-433, 4-434, 4-435, 4-436, 4-437, 4-438, 4-439, 4-440, 4-441, 4-442, 4-443, 4-444, 4-445, 4-446, 4-447, 4-448, 4-449, 4-450, 4-451, 4-452, 4-453, 4-454, 4-455, 4-456, 4-457, 4-458, 4-459, 4-460, 4-461, 4-462, 4-463, 4-464, 4-465, 4-466, 4-467, 4-468, 4-469, 4-470, 4-471, 4-472, 4-473, 4-474, 4-475, 4-476, 4-477, 4-478, 4-479, 4-480, 4-481, 4-482, 4-483, 4-484, 4-485, 4-486, 4-487, 4-488, 4-489, 4-490, 4-491, 4-492, 4-493, 4-494, 4-495, 4-496, 4-497, 4-498, 4-499, 4-500, 4-501, 4-502, 4-503, 4-504, 4-505, 4-506, 4-507, 4-508, 4-509, 4-510, 4-511, 4-512, 4-513, 4-514, 4-515, 4-516, 4-517, 4-518, 4-519, 4-520, 4-521, 4-522, 4-523, 4-524, 4-525, 4-526, 4-527, 4-528, 4-529, 4-530, 4-531, 4-532, 4-533, 4-534, 4-535, 4-536, 4-537, 4-538, 4-539, 4-540, 4-541, 4-542, 4-543, 4-544, 4-545, 4-546, 4-547, 4-548, 4-549, 4-550, 4-551, 4-552, 4-553, 4-554, 4-555, 4-556, 4-557, 4-558, 4-559, 4-560, 4-561, 4-562, 4-563, 4-564, 4-565, 4-566, 4-567, 4-568, 4-569, 4-570, 4-571, 4-572, 4-573, 4-574, 4-575, 4-576, 4-577, 4-578, 4-579, 4-580, 4-581, 4-582, 4-583, 4-584, 4-585, 4-586, 4-587, 4-588, 4-589, 4-590, 4-591, 4-592, 4-593, 4-594, 4-595, 4-596, 4-597, 4-598, 4-599, 4-600, 4-601, 4-602,



**GRAPHIC SCALE 1"=80'**

**1-800-7-7**

**800-855-1107**

**20' FROM BACK OF SIDEWALK TO BACK OF CLASS**

COUNT	MARK	DIRECTION	SIDE STREET
1		TOWARD	SOUE STREET
2		TOWARD	SOUE YARD
3		BEYOND	SOUE YARD
4		BETWEEN	THE YARD
5		AND	LAWNS

**20 FEET**

**15 FEET**

**15 FEET**

**10 FEET**

**10 FEET**

**20 FEET**





**Exhibit “B”**

Articles of Incorporation

(To Follow)

Exhibit B

**ARTICLES OF INCORPORATION**  
**FOR**  
**TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC.**  
**(a corporation not-for-profit)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. **NAME OF CORPORATION.** The name of the corporation is **TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC.**, a Florida corporation not-for-profit (the “**Association**”).

2. **PRINCIPAL OFFICE.** The principal office of the Association is 3020 S. Florida Avenue, Suite 305, Lakeland, Florida 33803

3. **REGISTERED OFFICE – REGISTERED AGENT.** The street address of the Registered Office of the Association is 4110 S. Florida Avenue, Suite 200, Lakeland, Florida 33813. The name of the Registered Agent of the Association is:

HIGHLAND COMMUNITY MANAGEMENT, LLC

4. **DEFINITIONS.** The DECLARATION OF COVENANTS AND CONDITIONS FOR TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC. (the “**Declaration**”) will be recorded in the Public Records of Hillsborough County, Florida, and shall govern all of the operations of a community to be known as TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC. (the “**Community**”). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. **PURPOSE OF ASSOCIATION.** The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Community Common Property, and improvements thereon; (b) perform the duties delegated to it in the Declaration, the Bylaws and these Articles; and (c) administer the interests of the Association, the Builder and the Owners.

6. **NOT FOR PROFIT.** The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. **POWERS OF ASSOCIATION.** The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of the Association set forth in the Declaration and the Bylaws, as herein provided;

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and the Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and the Community;

7.3 To own, operate and maintain any Surface Water Management System ("SWMS"). To the extent the Association is obligated to operate and maintain one (1) or multiple SWMS's pursuant to a permit issued by the South West Florida Water Management District ("SWFWMD") (the "Permit"), the Association shall operate, maintain and manage any SWMS in a manner consistent with the Permit requirements of SWFWMD and applicable SWFWMD rules, and shall have the right to take enforcement action pursuant to the provisions of the Declaration that relate to any SWMS. The Association shall levy and collect adequate assessments against the Members for the costs of maintenance, repair and operation of any SWMS and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and the Bylaws;

7.5 To pay all operating expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Community Common Property) in connection with the functions of the Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Directors; (b) written consent of the Builder, and (c) the written consent of the Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Directors; and (b) fifty-one percent (51%) of the voting interests present (in person or by proxy) at a duly called meeting of the Members, mortgage, pledge, deed in trust or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Community to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Community, the Community Common Property, the Lots and the Homes as provided in the Declaration and to effectuate all of the purposes for which the Association is organized;

7.10 To have and exercise any and all powers, rights and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;



7.11 To employ personnel and retain independent contractors to contract for management of the Association, the Community and the Community Common Property as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association;

7.12 To contract for services to be provided to, or for the benefit of, the Association, the Owners, the Community Common Property and the Community as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up and utility services; and

7.13 To establish committees and delegate certain of its functions to those committees.

7.14 Can sue and be sued.

8. **VOTING RIGHTS.** The Owners, the Builder and the Declarant shall have the voting rights set forth in the Declaration and the Bylaws.

9. **DIRECTORS.** The affairs of the Association shall be managed by a Board of an odd number with not less than three (3) or more than five (5) Members, which Members shall be called the Directors, as defined in the Declaration, except that the Directors elected by the Class B Members prior to the Turnover Date need not be Members and may be the officers and/or employees of the Declarant. The initial number of Directors shall be three (3). The Directors shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of the Directors shall be held at the annual meeting. The names and addresses of the Members of the first Directors who shall hold office until their successors are appointed or elected, or until removed, are as follows:

<b>NAME</b>	<b>ADDRESS</b>
D. Joel Adams	3020 S. Florida Avenue, Suite 305 Lakeland, FL 33803
Brian Walsh	3020 S. Florida Avenue, Suite 305 Lakeland, FL 33803
Milton Andrade	3020 S. Florida Avenue, Suite 305 Lakeland, FL 33803

10. **DISSOLUTION.** In the event of the dissolution of the Association other than incident to a merger or consolidation, any Member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Community Common Property, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of termination, dissolution or final liquidation of the Association, the Association's responsibility (if any) for the operation and maintenance of any SWMS must be transferred to and accepted by an entity which

complies with Rule 62-330.310, F.A.C. and in accordance with Sections 12.3.(c)(6), Applicant's Handbook Volume I, and be approved in writing by SWFWMD prior to such termination, dissolution or liquidation.

11. DURATION. Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. AMENDMENTS.

12.1 *General Restrictions on Amendments.* Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of the Declarant or the Builder unless such amendment receives the prior written consent of the Declarant or the Builder, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records of Hillsborough County, Florida. Notwithstanding any other provision of these Articles to the contrary, prior to the Turnover Date, the Builder's prior written consent to any proposed amendment shall be obtained prior to effectuating any such amendment.

12.2 *Amendments prior to Turnover Date.* Prior to the Turnover Date, but subject to the general restrictions on amendments set forth above, the Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except the Builder, and except as limited by applicable law as it exists on the date the Declaration is recorded in the Public Records of Hillsborough County, Florida or except as expressly set forth herein. The Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that the Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain the Declarant's and the Builder's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by the Declarant and the Builder may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover Date. The Declarant and the Builder shall join in such identical amendment so that its consent to the same will be reflected in the Public Records of Hillsborough County, Florida.

12.3 *Amendments From and After Turnover Date.* After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of a majority of the Directors at a duly called Board Meeting.

12.4 *Compliance with HUD, FHA, VA, FNMA, GNMA, and SWFWMD.* Prior to the Turnover Date, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover Date, but subject to the

general restrictions on amendments set forth above, the Directors shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. In addition, the Directors may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Directors. Any such amendments by the Directors shall require the approval of a majority of the Directors.

13. LIMITATIONS.

13.1 *Declaration is Paramount.* No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 *Rights of Declarant and Builder.* There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of the Declarant or the Builder, as applicable.

13.3 *Bylaws.* These Articles shall not be amended in a manner than conflicts with the Bylaws.

14. OFFICERS. The Directors shall elect a President, who shall be a Director, a Vice President, who shall be a d Director, a Secretary, a Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Directors shall from time to time determine (the "**Officers**"). The names and addresses of the Officers who shall serve until their successors are elected by the d Directors are as follows:

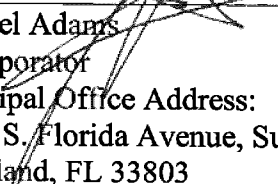
President:	D. Joel Adams
Vice President:	Brian Walsh
Secretary:	Milton Andrade
Treasurer:	Milton Andrade

15. INDEMNIFICATION OF OFFICERS AND DIRECTORS. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or the Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

16. TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED. No contract or transaction between the Association and one (1) or more of its Directors or Officers or the Declarant, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Directors thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Directors which authorized the contract or transaction.

17. MEMBERSHIP. Every person or entity who is record owner of a unit or undivided fee interest in any unit which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include person or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment, by the Association.

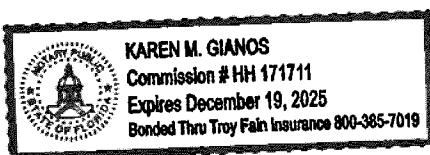
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 24 day of January, 2023.

  
\_\_\_\_\_  
D. Joel Adams  
Incorporator  
Principal Office Address:  
3020 S. Florida Avenue, Suite 305  
Lakeland, FL 33803

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24 day of JANUARY, 2023, by D. Joel Adams ☒ who is personally known to me or ☐ who produced \_\_\_\_\_, as identification.

(seal)



  
\_\_\_\_\_  
Notary Public  
My commission expires: 12/19/2025

**Exhibit “C”**

Bylaws

(To Follow)

Exhibit C

**BYLAWS**  
**OF**  
**TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC.**  
**(a Corporation Not for Profit)**

**ARTICLE I**  
**Name and Location**

The name of the corporation TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC. (hereinafter referred to as the “**Association**”), and its initial office for the transaction of its affairs shall be 3020 S. Florida Avenue, Suite 305, Lakeland, FL 33803. Meetings of the Members and the Directors may be held at such places within the State of Florida as may be designated by the Directors.

**ARTICLE II**  
**Definitions**

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the DECLARATION OF COVENANTS AND CONDITIONS FOR TERRACE AT WALDEN LAKE TOWNHOMES ASSOCIATION, INC. (the “**Declaration**”).

**ARTICLE III**  
**Meeting of Members**

**Section 1.**     **Annual Meetings.** All annual and special meetings of the Association shall be held in Hillsborough County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Directors and designated in the notices of meetings.

**Section 2.**     **Notice of Annual Meetings.** Annual meetings of the Members of the Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein (“**Member of Record**”) not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

**Section 3.**     **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles or the Declaration may be called by the President, Secretary, a majority of the Directors or by the Members having one-tenth (1/10) of the votes of the Class A membership.

**Section 4.**     **Notice of Special Meetings.** No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the Secretary to the Members of Record, or if the Secretary shall fail to do so, by the President or the Directors, not less than thirty (30) nor more than sixty (60) days prior to the date thereof, stating the date, time and place of the meeting and the purpose or purposes thereof. Notices shall be mailed, delivered or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office or electronic mail address (as applicable) shown therein within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall execute an affidavit that the notice was delivered or mailed in compliance with this Section and, once executed, the affidavit shall be filed among the official records of the Association.

**Section 5.**     **Quorum.** The Members present in person or represented by proxy, entitled to cast at least ten percent (10%) of the total voting interests in the Association, shall constitute a quorum.

**Section 6.**     **Action Taken at Meeting.** When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles or these Bylaws, a different vote is required, in which case the express provision shall govern and control. If any meeting of the Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present

**Section 7.**     **Order of Business.** The order of business at all meetings shall be as prescribed in the agenda prepared by the Directors and submitted to the Members of Record with the notice of each meeting.

**Section 8.**     **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval received within fourteen (14) business days; and, the Members responding to the proposal ("**Responding Members**") hold at least one-third (1/3) of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles or these Bylaws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

**Section 9.**     **Voting.** The Association shall have two (2) classes of voting membership: Class A, and Class B. So long as there is Class B membership, Class A Members are all Owners except the Declarant. The Class B Member shall be the Declarant. Prior to termination of Class B membership and the Turnover Date as described in the Declaration, the Class B Member shall be entitled to three (3) votes for each Class A Members' vote plus one (1) vote. The Class B Member is entitled to appoint the Association's Directors until termination of Class B membership. Upon termination of Class B membership, the Class B membership shall be converted to Class A membership on the Turnover Date, as defined in the Declaration. All Class A Members are entitled

to one (1) vote for each Lot in which they hold the interest required for membership by Section 1.1 of the Declaration.

If more than one (1) person owns an interest in any Lot, all such persons are the Members, but there may be only one (1) vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the Secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

**Section 10.**     **Presiding Officers.** At each meeting of the Members, the President, or in his or her absence the Vice president, shall preside and the Secretary, or in his or her absence the Assistant Secretary, shall be the Secretary for the meeting (if applicable).

**Section 11.**     **Right to Speak.** The Members and the Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda (subject to any permissible limitations as provided herein or pursuant to the Chapter 720 of the Florida Statutes). Notwithstanding any provision to the contrary in the Association's governing documents or any Rules and Regulations, a Member or a Owner have the right to speak for at least three (3) minutes on any item, provided that the Owner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association Secretary prior to commencement of the meeting). The Association may adopt written reasonable rules governing the frequency, duration, and other manner of the Owner statements, which rules must be consistent with the provisions of this Section.

## **ARTICLE IV**

### **Directors**

**Section 1.**     **Directors.** The affairs of the Association shall be managed by a Board of an odd number with not less than three (3) or more than five (5) Members, which Members shall be called the Directors, as defined in the Declaration, except that the Directors elected by the Class B Members prior to the Turnover Date need not be Members and may be the officers and/or employees of the Declarant. The initial number of Directors shall be three (3). After the Turnover Date, the election of the Directors shall be held at the annual Members meeting.

**Section 2.**     **Election of Directors.**

(a)     Election of the Directors shall be held at the annual Members meeting.



(b) The election of the Directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of the Directors by the Members, all Director vacancies occurring between annual meetings of the Members, including vacancies created by increasing the number of Directors, shall be filled by the vote of a majority of the remaining Directors.

(d) Any Directors elected by Class A Members may be removed in accordance with the provisions of Chapter 720 of the Florida Statutes. If one (1) or more Director positions becomes vacant as a result of the removal of less than a majority of the Directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining Directors. If one (1) or more Director positions becomes vacant as a result of the removal of a majority or more of the Directors, the vacancies shall be filled in accordance with the provisions of Chapter 720 of the Florida Statutes.

(e) Notwithstanding the foregoing, the Directors shall be elected solely by Class B Members as long as there are Class B Members.

(f) Any disputes involving the election of the Directors shall be resolved through the applicable provisions of Chapter 720 of the Florida Statutes.

**Section 3.** **Term of Office.** Unless otherwise provided herein, the term of each Director's service shall be one (1) year and until his or her successor is duly elected and qualified or until he or she is removed in the manner provided elsewhere herein.

**Section 4.** **Composition of Directors.** In accordance with the Articles, the Directors appointed and named in the Articles (and their successors appointed by the Declarant) shall serve at least until Class A Members are entitled to elect one (1) or more of the Directors.

At the meeting of the Members at which transfer of control of the Association to the non-Declarant Members occurs, three (3) Directors shall be elected to a one (1) year term of office. A term of office shall be deemed to be concluded at the annual meeting of the Members of the Association following or in connection with expiration of the specific term of years. Following the initial election of non-Community Declarant Members as provided above, subsequent elections of the Directors shall be for a one (1) year term of office, unless otherwise provided herein. All officers of a corporation owning a Lot shall be deemed to be Members of the Association so as to qualify each to become a Director hereof.

**Section 5.** **Notice of Board Meetings to Members.** Notices of all Director meetings (or "**Board Meetings**") must be posted in a conspicuous place in the Community at least forty-eight (48) hours in advance of a Board Meeting, except in an emergency. In the alternative, notice of the Board Meeting, which shall include an agenda, shall be mailed, delivered or sent by electronic transmission to each N Member of Record listed in the membership book of the Association at the street, post office or electronic mail address (as applicable) shown therein not less than seven (7) days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing

the notice and filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

**Section 6.**     **Right of Members to Speak at Board Meetings.** Notwithstanding any provision to the contrary in the Association's governing documents or any Rules and Regulations, a Member has the right to attend all Board Meetings and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The Association may adopt written reasonable rules governing the frequency, duration and other manner of the Member statements, which rules must be consistent with the provisions of Chapter 720 of the Florida Statutes, and may include a sign-up sheet for the Members wishing to speak. Notwithstanding any other law, the requirement that the Board Meetings and committee meetings be open to the Members is inapplicable to meetings between the Directors or a committee and the Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under Chapter 720 of the Florida Statutes.

**Section 7.**     **Annual Organizational Meeting.** The annual organizational meeting of the Directors may be held at such time and place as shall be determined by the Directors, except that such annual organizational meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be three (3) days' notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of such meeting.

**Section 8.**     **Meeting to Determine Assessments.** A Assessment may not be levied at a Board Meeting unless the notice of the Board Meeting includes a statement that Assessments will be considered at the Board Meeting and the nature of the Assessments.

**Section 9.**     **Meeting to Determine Rules and Regulations.** Written notice of any meeting at which rules that regulate the use of Homes in the may be adopted, amended or revoked must be mailed, delivered or electronically transmitted to the Owners not less than fourteen (14) days before the meeting. A written notice concerning changes to the rules that regulate the use of the Homes in the must include a statement that changes to the rules regarding the use of the Homes will be considered at the meeting.

**Section 10.**    **Special Meetings.** Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of two-thirds (2/3) of the Directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, telegraph or electronically transmitted, which notice shall state the time, place and purpose of the meeting.

**Section 11.**    **Petition by Members to Directors to Address an Item of Business.** If ten percent (10%) of the total voting interests in the Association petition the Directors to address an item of business, the Directors shall, at its next regular Board Meeting or at a special meeting, but not later than sixty (60) days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least fourteen (14) days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Directors are not obligated to take any other action requested by the petition.

**Section 12.**    **Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

**Section 13.**    **Quorum and Voting.** A quorum at the Board Meetings shall consist of a majority of the Directors. The acts approved by a majority of the Directors shall constitute the acts of the Directors except when approval by a greater number of the Directors is required by the Declaration, the Articles, these Bylaws or the laws of the State of Florida.

**Section 14.**    **Adjourned Meetings.** If at any Board Meeting there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**Section 15.**    **Joinder in Meeting by Approval of Minutes.** The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such Director for the purpose of determining a quorum.

**Section 16.**    **Presiding Officer and Secretary for Meetings.** The presiding officer of the Board Meetings shall be the chairman of the Board of the Directors if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the Directors present shall designate one (1) of their number to preside. The Secretary of the Association shall be the Secretary for the Board Member Meetings, unless absent, in which case the Directors shall designate one (1) of their members to act as Secretary for the meeting.

**Section 17.**    **Compensation.** No Director shall receive compensation for any service he or she may render to the Association as a Director. However, any Director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties, and this provision shall not preclude a person who is also a Director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than a Director.

**Section 18.**    **Committees.** The Directors may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

**Section 19.**    **Attendance by Telephone.** Any Director(s) shall be deemed present and voting at a Board Meeting if said Director(s) participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

**Section 20.**    **Action Without Meeting.** Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the Directors is filed with the minutes of the proceedings of the Directors.

**Section 21.**    **Powers.** The Directors shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including but not limited to the power to:

(a) adopt and promulgate rules and regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall

be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

(b) The Directors may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest or invitee, to use the Community Common Property and/or facilities for the failure of the Owner or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws or the Rules and Regulations of the Association, provided that the Association must provide notice and an opportunity for a hearing. If a Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of any Owner, tenant, guest or invitee to use any Community Common Property and/or facilities. The notice and hearing requirements do not apply to a suspension of use rights due to a monetary delinquency. Notwithstanding any other provision to the contrary, but only as to this subsection, if Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of the Community Common Property, facilities and/or voting rights) enumerated in this subsection for a monetary delinquency of less than ninety (90) days, or in the event that Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of Community Common Property, facilities and/or voting rights) enumerated in this subsection for other types of violations, then such rights shall automatically be bestowed upon the Association without need for amending these Bylaws or providing any notice;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles or the Declaration, including the establishment of the Assessments provided for in the Declaration; and

(d) employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

**Section 22.**    **Duties.** It shall be the duty of the Board of the Directors to:

- (a) cause to be kept a complete record of all its acts and corporate affairs;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
  - (1) fix the amount of the Assessments against each Lot;
  - (2) exercise the duties of the Directors as set forth in the Declaration and enforce the restrictions and covenants contained therein; and
  - (3) take appropriate and timely action against any Member whose Assessments are in default;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

(f) perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

## **ARTICLE V**

### **Officers**

**Section 1.**     **First Officers.** In accordance with the Articles, the first officers of the Association named and appointed in such Articles shall serve until their qualified successors are elected by the Directors.

**Section 2.**     **Executive Officers.** The executive officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Secretary, a Treasurer and other officers as shall be elected by the Directors. Except as provided in Section I of this Article, such officers shall be elected annually by the Directors. The Directors from time to time may elect such assistant or other officers and designate their powers and duties as the Directors shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Directors. The Directors, by an affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

**Section 3.**     **President.** The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties that are usually vested in the office of the president of an association, including but not limited to the power to appoint committees from among the Members from time to time, as he in his or her discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

**Section 4.**     **Vice-President.** The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He or she also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

**Section 5.**     **Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He or she shall attend to the giving and serving of all notices to the Members, the Directors and others that are required by law. He or she shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He or she shall keep the records of the Association including the membership book, except those of the Treasurer unless the Secretary is also the Treasurer of the Association. The Secretary shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President. Any Assistant Secretary elected shall perform the duties of the Secretary when the Secretary is absent.

**Section 6.**     **Treasurer.** The Treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He or she shall keep the books of the Association in accordance with good accounting practices, and he or she shall perform all other duties usually incident to the office of Treasurer.

**Section 7.**     **Compensation.** No officer shall receive any compensation by reason of his or her office; provided, however, that nothing herein shall preclude the Directors from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

## **ARTICLE VI**

### **Fiscal Management**

**Section 1.**     **Depositories.** All funds of the Association shall be deposited in the name of the Association in such bank, banks or other financial institutions as the Directors may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Directors may from time to time designate.

**Section 2.**     **Contracts, Etc.** Except as otherwise specifically provided by these Bylaws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the President or by such other officer, officers, agent or agents as the Directors may from time to time by resolution provide, and shall be entered into in accordance with the Chapter 720 of the Florida Statutes.

**Section 3.**     **Budget.** The Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the budget shall apply.

**Section 4.**     **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of fifteen percent (15%) per annum, or such other rate as may be, from time to time, established by the Directors; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein.

**Section 5.**     **Annual Assessments.** The Directors shall adopt the Annual Assessment as provided in Article IV, Section 8 of these Bylaws.

**Section 6.**     **Special Lot Assessments.** As contemplated by the Declaration, Special Lot Assessments may be adopted by the Association to meet expenses which exceed the budget adopted by the Directors.

**Section 7.**     **Specific Lot Assessments.** As contemplated by the Declaration, Specific Lot Assessments may be levied by the Association.

**Section 8.**     **Financial Report.** The Treasurer of the Association shall report the financial status of the Association to the Members sixty (60) days following the end of the fiscal year in accordance with the financial reporting requirements of Chapter 720 of the Florida Statutes.

**Section 9.**     **Fines.** The Association shall have the power to suspend, for a reasonable period of time, the rights of a Member and/or such Member's tenants, guests or invitees to use the Community Common Property, and to levy reasonable fines against same not to exceed the greater of \$100.00 per violation or the maximum amount allowed under Chapter 720, Florida Statutes, for activities which violate the provisions of the Declaration, these d Bylaws or any Rules and Regulations. No fine or suspension may be imposed except upon fourteen (14) days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least three (3) Members of the Association. Such committee shall be appointed by the Directors and shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the meeting. The committee must approve, by a majority vote, the proposed fine, prior to it being imposed. No fine or suspension may be imposed except upon majority approval of the Members of such committee. Suspension of rights to use the Community Common Property shall not include any right to restrict vehicles and pedestrians' ingress and egress to and from such offending Owner's Lot. The voting rights of a Member may be suspended by the Association as provided in these Bylaws or the Declaration.

## **ARTICLE VII**

### **Books and Records**

The books, records and papers of the Association shall be available for inspection and copying by the Members of their authorized agents during reasonable business hours within ten (10) business days after receipt of a written request for access. These records shall be available at the Association's principal office, where copies may be purchased for a reasonable cost.

## **ARTICLE VIII**

### **Amendments**

These Bylaws may be altered, amended or rescinded by the affirmative vote of a majority of the Directors at a duly noticed Board Meeting. Notwithstanding the foregoing, (a) no amendment to these Bylaws shall be valid which affects any of the rights and privileges provided to the Declarant without the written consent of the Declarant as long as the Declarant shall own any Lots in the Community, and (b) no amendment which will affect any aspect of any surface water management system located within the Community shall be effective without the prior written approval of the South West Florida Water Management District.

**ARTICLE IX**  
**Miscellaneous**

**Section 1.** The fiscal year of the Association shall be the calendar year.

**Section 2.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

**Section 3.** All issued or disputes which are recognized by Chapter 720 of the Florida Statutes or by administrative rules promulgated under the Chapter 720 of the Florida Statutes as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in Chapter 720 of the Florida Statutes prior to institution of civil litigation.



**Exhibit "D"**  
(Environmental Resource Permit)  
(To Follow)

Exhibit D



**Southwest Florida  
Water Management District**

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)

On the Internet at: [WaterMatters.org](http://WaterMatters.org)

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

March 17, 2022

Clayton Properties Group, Inc. d/b/a Highland Homes  
Attn: D. Joel Adams  
3020 South Florida Avenue, Suite 101  
Lakeland, FL 33803

Subject: **Notice of Intended Agency Action - Approval  
ERP Individual Construction**

Project Name: Townhomes at Walden Lakes  
App ID/Permit No: 834855 / 43032488.004  
County: Hillsborough  
Sec/Twp/Rge: S12/T29S/R21E, S01/T29S/R21E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc: Milton Andrade  
Sean Cashen, P.E., Gulf Coast Consulting, Inc.



An Equal  
Opportunity  
Employer

## Southwest Florida Water Management District

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7801 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: [WaterMatters.org](http://WaterMatters.org)

March 17, 2022

Clayton Properties Group, Inc. d/b/a Highland Homes  
Attn: D. Joel Adams  
3020 South Florida Avenue, Suite 101  
Lakeland, FL 33803

**Subject: Notice of Agency Action - Approval  
ERP Individual Construction**

**Project Name:** Townhomes at Walden Lakes  
**App ID/Permit No:** 834855 / 43032488.004  
**County:** Hillsborough  
**Sec/Twp/Rge:** S12/T29S/R21E, S01/T29S/R21E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

App ID/Permit No:834855 / 43032488.004

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March 17, 2022

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures:    **Approved Permit w/Conditions Attached**  
                    **As-Built Certification and Request for Conversion to Operation Phase**  
                    **Notice of Authorization to Commence Construction**  
                    **Notice of Rights**

cc:                **Milton Andrade**  
                    **Sean Cashen, P.E., Gulf Coast Consulting, Inc.**

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION  
PERMIT NO. 43032488.004**

**EXPIRATION DATE:**        **March 17, 2027**

**PERMIT ISSUE DATE:**    **March 17, 2022**

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:**                Townhomes at Walden Lakes

**GRANTED TO:**                 Clayton Properties Group, Inc. d/b/a Highland Homes  
Attn: D. Joel Adams  
3020 South Florida Avenue, Suite 101  
Lakeland, FL 33803

**OTHER PERMITTEES:**        N/A

**ABSTRACT:** This permit authorization is for the construction of a stormwater management system serving a 14.0-acre residential project. The proposed activities include the construction of 104 townhomes with associated roads, driveways and infrastructure. Three wet detention ponds, one wet detention pond with effluent filtration, and one dry retention pond will provide treatment and attenuation for runoff from the site. The project is located east of the intersection of Griffin Boulevard and Turkey Creek Road, in Hillsborough County. Information regarding the wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

**OP. & MAIN. ENTITY:**        Townhomes at Walden Lake Neighborhood Association, Inc.

**OTHER OP. & MAIN. ENTITY:**    N/A

**COUNTY:**                       Hillsborough

**SEC/TWP/RGE:**                S12/T29S/R21E, S01/T29S/R21E

**TOTAL ACRES OWNED  
OR UNDER CONTROL:**

14.14

**PROJECT SIZE:**                14.00 Acres

**LAND USE:**                    Residential

**DATE APPLICATION FILED:**    October 14, 2021

**AMENDED DATE:**               N/A

**I. Water Quantity/Quality**

<b>POND No.</b>	<b>Area Acres @ Top of Bank</b>	<b>Treatment Type</b>
Pond 1	0.44	MAN-MADE WET DETENTION
Pond 2	0.24	EFFLUENT FILTRATION
Pond 3	0.15	MAN-MADE WET DETENTION
Pond 4	0.13	ON-LINE RETENTION
Pond 5	0.27	MAN-MADE WET DETENTION
	<b>Total: 1.23</b>	

**Water Quantity/Quality Comment:**

The proposed ponds provide treatment for runoff from the site via dry retention, wet detention, and effluent filtration. The project is located within the watershed of an Impaired Water Body, Turkey Creek Above Little Alafia River (WBID 1578B), which is listed as impaired for nutrients. Water quality certification is waived as a condition of this permit. In order to satisfy net improvement criteria, Pond 1 provides treatment for 0.50 inch of runoff by incorporating a dry retention swale upstream of a wet detention pond, Ponds 2 and 3 are interconnected wet ponds and provide treatment for 0.59 inch of runoff by utilizing an effluent filtration system equipped with specialized filter media, Pond 4 provides treatment for 0.91 inch of runoff via online retention and Pond 5 provides treatment for 0.50 inch of runoff by incorporating a dry retention swale upstream of a wet detention pond. The system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

**II. 100-Year Floodplain**

<b>Encroachment (Acre-Feet of fill)</b>	<b>Compensation (Acre-Feet of excavation)</b>	<b>Compensation Type</b>	<b>Encroachment Result* (feet)</b>
0.06	0.06	Storage Modeling	N/A

**Floodplain Comment:**

Onsite floodplain elevations have been established by the Alafia River Watershed Model. Encroachment into the 100-year floodplain has been demonstrated to have no adverse impacts on offsite locations by dynamic stormwater modeling.

\*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

**III. Environmental Considerations****Wetland/Other Surface Water Information**

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
OSW-1	1.84	1.83	0.00	0.00	0.01	0.00
OSW-2	0.28	0.27	0.00	0.00	0.01	0.00
OSW-3	0.39	0.39	0.00	0.00	0.00	0.00
OSW-4	0.40	0.00	0.40	0.00	0.00	0.00
<b>Total:</b>	<b>2.91</b>	<b>2.49</b>	<b>0.40</b>	<b>0.00</b>	<b>0.02</b>	<b>0.00</b>

\* For Impacts that do not require mitigation, their functional loss is not included.

**Wetland/Other Surface Water Comments:**

Wetlands are not located within the project area for this ERP; however, there are 2.91 acres of other surface water features, consisting of 2.91 acres of upland cut ponds (FLUCCS 510), located within the project area. Permanent dredging and filling impacts to 0.4 acres of the project surface waters, and 0.02 acres of temporary impacts will occur for construction of townhome units.

**Mitigation Information**

**Mitigation Comments:**

Wetland mitigation is not required for permanent filling impacts to the upland cut pond pursuant to Subsection 10.2.2.2 of the ERP Applicant's Handbook Vol. I. Under this Subsection, wetland mitigation is not required for impacts to wholly owned ponds that were constructed in uplands, which are less than one acres in area and do not provide significant habitat for threatened or endangered species.

### Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetland(s), wetland mitigation area(s), wetland buffer(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - a. wetland and surface water areas
  - b. wetland buffers

The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

5. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."
6. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
7. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
  - a. homeowners, property owners, master association or condominium association articles of incorporation, and
  - b. declaration of protective covenants, deed restrictions or declaration of condominiumThe Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
8. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
9. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of



grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.

10. The Permittee's design professional shall certify that the installation of the filtration treatment system, including the specified Bold & Gold filter media, has been conducted in accordance with the permitted plans.
11. For dry bottom retention systems, the retention areas shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.
12. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.
13. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
14. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
15. The Permitted Plan Set for this project includes the set received by the District on December 30, 2021.
16. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing effluent filtration, retention and wet detention, the inspections shall be performed 24 months after operation is authorized and every 24 months thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

17. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
18. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
19. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
20. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
21. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

22. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
23. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
24. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
25. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).
26. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County where the project is located.
27. If the Permit will be transferred to a non-profit corporation for perpetual operation and maintenance, including a homeowner, property owner, condominium owner, or master association, then in addition to the Request for Transfer, the Permittee shall submit the Association Affidavit form published in the References and Design Aids for the ERP Applicant's Handbook Volume I, (DA 7-8 to DA 7-10), <https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/DesignAidsAH-I.pdf> ) in conjunction with the documents identified in section 12.3.4 of the Applicant's Handbook Volume I, to demonstrate the entity has the financial, legal, and administrative capability to provide for the long term operation and maintenance of the project.

#### **GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

**David Kramer, P.E.**

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Authorized Signature

## EXHIBIT A

### GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
  - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
  - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
  - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
  - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein ( <http://www.flrules.org/Gateway/reference.asp?No=Ref-02505> ), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
  - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
  - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
    1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
    2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
    3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
  - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
  2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  2. Convey to the permittee or create in the permittee any interest in real property;
  3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
  2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- [illegible]

**SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT**

**NOTICE OF  
AUTHORIZATION  
TO COMMENCE CONSTRUCTION**

Townhomes at Walden Lakes

PROJECT NAME

Residential

PROJECT TYPE

Hillsborough

COUNTY

S12/T29S/R21E, S01/T29S/R21E

SEC(S)/TWP(S)/RGE(S)

Clayton Properties Group, Inc. d/b/a Highland Homes

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 834855 / 43032488.004

DATE ISSUED: March 17, 2022



David Kramer, P.E.

Issuing Authority

**THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK**

## **Notice of Rights**

### **ADMINISTRATIVE HEARING**

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

## **JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.



MAINTENANCE RESPONSIBILITY CHART				
Terrace at Walden Lake - Townhomes				
*"All aspects" includes, but is not limited to; maintenance, repair, and replacement, as needed, in accordance with all the terms of the Declaration and any Rules and Regulations				
COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY	REQUIRED TIME FRAME FOR WORK TO BE COMPLETED BY HOMEOWNERS	
Roof	None	All Aspects	Replacement every 20-25 years	
Dwelling Foundation	None	All Aspects		
Exterior Painting	None	All Aspects	Pressure wash every 3 years; Painting every 5 years	
Exterior components including all exterior surfaces, exterior walls, driveways, facias and soffits, awnings, trellises, decorative facades, HVAC pads, screens, windows, doors, garage doors	None	All Aspects	Anticipated every 5 years to maintained a clean and well-kept appearance.	
Exterior Pressure Washing	None	All Aspects	Every 3 years	
Townhome interior including, but not limited to all improvements, fixtures, partition walls, floors within townhomes and all other improvements within the Townhomes	None	All Aspects		
Patios and porches	None	All Aspects	As needed to maintained a clean and well-kept appearance.	
Landscape Maintenance	Any and all grass and landscaping installed at development to be mowed, trimmed and treated.	All maintenance of any landscaping installed on each Lot by the Neighborhood Owner pursuant to the Neighborhood Association's approval.		
Irrigation System	Maintenance and Repair to all aspects with exception of resident damage	Repair to any aspects due to resident negligence.		
Driveways/walkways	None	All Aspects		
Sidewalks	None	All Aspects		

Termite	None	Termite treatment for Townhomes including, but no limited to; interior and exterior walls, roof and all roofing components, garages and foundation, and for obtaining and maintaining annual termite bond for coverage of the same. All termite bonds shall be issued by a licensed termite company doing business in Florida.	
Pest Control	None	All other Aspects	
	None	None	
Storm Water Mgmt System, Drainage and Retention Easements, Streetlights, Common Area to include Tracts A-G, R-T & V-Z	Yes	None	
NOTE: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such component.			