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**Waterford on the Alafia**  
**Declaration of Covenants**  
**Restrictions and Assessments**  
**May 2009**

# Waterford on the Alafia -- Declaration of Covenants, Restrictions and Assessments

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## Preamble

Pursuant to Article 7.2 as amended on March 3, 1987, the Members of the Waterford Property Owners Association (“Board”) hereby amends and restates the Covenants, Restrictions and Assessments as follows:

WHEREAS, this Declaration of Covenants, Restrictions and Assessments (Declaration) is designed to secure the property owners’ investment while maintaining the civility of the neighborhood as a peaceful and enjoyable place to live, as well as insuring the residents’ enjoyment of specific rights, privileges and easements in the community properties and facilities that this Declaration is restated.

WHEREAS, the developer has disposed of all lots in Waterford and is no longer concerned with or is a concern of the community and is replaced with the Association.

WHEREAS, it is the intention of this document to delineate the general powers duties and responsibilities of the parties governed by this document except as expressly limited or restricted by the current Statutes of the State of Florida under the governance of Homeowner Associations, furthermore in any situation of ambiguity or the absence of a specific power, regulation, responsibility, statement or duty within these covenants or other published guidelines and standards authorized by this declaration of covenants, the current Statutes of the State of Florida as pertaining to the governance of Homeowner’s Associations, shall be deemed to be in effect.

NOW THEREFORE, the Association declares that the real property described in Exhibit A attached hereto is subject to this Amended Declaration.

## **I. Definitions**

The following words when used in this Declaration or any supplemental declarations shall have the following meanings:

1. **Waterford Subdivision or Subdivision** shall mean and refer to all existing properties and additions thereto which are subject to this Declaration and any supplemental declaration under the provisions of Article II hereof.
2. **Homeowner’s Association or Property Owner’s Association** shall mean Waterford Property Owner’s Association (WPOA), Inc. a Florida corporation responsible for the operation of a community in which the voting membership is made up of parcel owners or their agents, or a combination thereof, and in which membership is a mandatory condition of parcel ownership, and which is authorized to impose assessments that, if unpaid,

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may become a lien on the parcel. The term "property owners' association" does not include a community development district or other similar special taxing district created pursuant to statute.

3. **Architectural Committee or Committee** shall mean and refer to a group of individuals delegated by the WPOA board to consider, investigate, recommend and report on some matter. All Committee recommendations will be forwarded to the WPOA board for final approval or rejection prior to implementation. Committee shall be made up of at least three **members all of whom are** non board members.
4. **Area of Common Responsibility** shall mean and refer to the common areas together with those areas and improvements if any, upon a lot, the maintenance, repair or replacement of which is the responsibility of the association.
5. **Common Area** shall mean all real property within a community which is owned or leased by an association or dedicated for use or maintenance by the association, its members or designates, including the recreation areas and facilities, walls fences and the gatehouse., regardless of whether title has been conveyed to the association:
  - (a) Real property the use of which is dedicated to the association or its members by a recorded plat; or
  - (b) Real property committed by a declaration of covenants to be leased or conveyed to the association.
6. **Community** shall mean the real property that is or will be subject to a declaration of covenants which is recorded in the county where the property is located. The term "community" includes all real property, including undeveloped phases, together with any approved modification thereto.
7. **Declaration of Covenants or Declaration** shall mean a recorded written instrument in the nature of covenants running with the land which subjects the land comprising the community to the jurisdiction and control of an association or associations in which the owners of the parcels, or their association representatives, must be members.
8. **Department** shall mean the Department of Business and Professional Regulation.
9. **Developer** shall mean a person or entity that:
  - i. Creates the community served by the association; or
  - ii. Succeeds to the rights and liabilities of the person or entity that created the community served by the association, provided that such is evidenced in writing.

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10. **Division** shall mean the Division of Florida Land Sales, Condominiums, and Mobile Homes in the Department of Business and Professional Regulation.
11. **Governing Documents** shall mean:
- i. The recorded declaration of covenants for a community, and all duly adopted and recorded amendments, supplements, and recorded exhibits thereto; and
  - ii. The articles of incorporation and bylaws of the property owners' association, and any duly adopted amendments thereto.
12. **Lot** shall mean and include each parcel of land duly recorded and identified by plat of the Subdivision intended or designed for the construction of private dwelling units.
- "Parcel" means a platted or un-platted, tract, unit, or other subdivision of real property within a community, as described in the declaration:
- (a) Which is capable of separate conveyance; and
  - (b) Of which the parcel owner, or an association in which the parcel owner must be a member, is obligated:
    1. By the governing documents to be a member of an association that serves the community; and
    2. To pay to the property owners' association assessments that, if not paid, may result in a lien.
13. **Member** shall mean and refer to members of the Waterford Property Owner's Association and may include, but is not limited to, a parcel owner or an association representing parcel owners or a combination thereof, and includes any person or entity obligated by the governing documents to pay an assessment or amenity fee.
14. **Owner, Property Owner or Parcel Owner** shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title or beneficial use of any private lot situated within Waterford Subdivision, but shall not include mortgagees unless the mortgagee has acquired title by foreclosure or deed in lieu of foreclosure.
15. **Quorum** shall mean a majority of officers (WPOA Board) or members (WPOA membership) that when duly assembled are legally competent to transact business. A majority is more than thirty-one (31) property owners except where explicitly stated otherwise in all Bylaws and Covenants (commonly referred to as Governing Documents).
16. **Committee** shall mean a group of WPOA members delegated by the WPOA Board to consider, investigate, recommend, or report on some matter. Committees have no decision making authority.

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17. **Grievance Committee** shall mean a group of at least three (3) WPOA members randomly selected by the WPOA board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee whose charge is to adjudicate disputes between the WPOA board and Parcel owners prior to the initiation of any formal pre suit mediation as described under section II 6 herein.

## II. Property Owners' Rights and Obligations

1. **Each owner** shall have all rights and title of a fee simple owner of real property with respect to any lot owned and may exercise full proprietary interest herein subject only to the covenants contained in this declaration and any other conditions voluntarily contracted.

A prospective parcel owner in a community must be presented an Association disclosure summary before executing the contract for sale. The disclosure must be supplied by the parcel owner if the sale is by an owner that is not the developer. Any contract or agreement for sale shall refer to and incorporate the Association disclosure summary and shall include, in prominent language, a statement that the potential buyer should not execute the contract or agreement until they have received and read the Association disclosure summary.

2. **Common Area Rights.** All common area rights shall be governed and controlled by the provisions of the Waterford Property Owner's Association.
3. **Guest and Invitees.** Each owner, subject to the restrictions of the Association By-Laws, may delegate the owner's right to use and enjoy the common area facilities to the family members, tenants, social and business invitees.
4. **Existing Property.** The real property which is and shall be held, conveyed and occupied subject to this Declaration, is located in Hillsborough County, Florida and is more particularly described in the metes and bounds description attached hereto as Exhibit A and incorporated by reference, which exhibit along with the Subdivision plats shows not only the property subject to these covenants, but also the common area alluded to herein.
5. **Limitations upon use of Common Areas.** No Lot owner may plant, garden or erect or maintain fences, hedges, walls or other improvements upon the common area except those improvements installed by the Developer in connection with the development of the property or approved by the **Association's Board of Directors**. The Association's Board of Directors may establish reasonable rules and regulations concerning the use of the common area and facilities. These regulations shall be binding upon owner and the



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Association may impose reasonable monetary fines and other sanctions for violation of the rules.

**Note:** A fine or suspension (of common area privileges) 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 Grievance Committee of at least three members selected from the community at random by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.

## **6. Dispute Resolutions:**

Parcel Owners disputing use of the common area or covenant issues must notify the WPOA Board within ten (10) days of receiving a notice regarding such violation or issue that they intend to dispute the issue. The WPOA Board will acknowledge the Parcel Owners intent to dispute within five (5) days by the issuance of a request for opinion to the WPOA Grievance Committee. Within five (5) days of the receipt of a request from the WPOA Board, the WPOA Grievance Committee will formally respond to both the WPOA Board and Parcel Owner with a written opinion / ruling on the validity of the issue.

If either party still has issue with the opinion / ruling of the WPOA Grievance Committee, then their next option would be to follow the pre suit mediation process outlined below and defined in the Florida Rules for Civil Procedure.

Pre Suit Mediation Process:

Disputes between association and a parcel owner regarding use of or changes to the parcel or the common areas and other covenant enforcement disputes, disputes regarding amendments to the association documents, disputes regarding meetings of the board and committees appointed by the board, membership meetings not including election meetings, and access to the official records of the association shall be the subject of a demand for pre suit mediation served by an aggrieved party before the dispute is filed in court.

Pre suit mediation proceedings must be conducted in accordance with the applicable Florida Rules of Civil Procedure, and these proceedings are privileged and confidential to the same extent as court-ordered mediation. Disputes subject to pre suit mediation under this section shall not include the collection of any assessment, fine, or other financial obligation, including attorney's fees and costs, claimed to be due or any action to enforce a prior mediation settlement agreement between the parties. Also, in any dispute subject to pre suit mediation under this section where emergency relief is required, a motion for temporary injunctive relief may be filed with the court without first complying with the pre suit mediation requirements of this section.

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After any issues regarding emergency or temporary relief are resolved, the court may either refer the parties to a mediation program administered by the courts or require mediation under this section. An arbitrator or judge may not consider any information or evidence arising from the pre suit mediation proceeding except in a proceeding to impose sanctions for failure to attend a pre suit mediation session or to enforce a mediated settlement agreement.

Persons who are not parties to the dispute may not attend the pre suit mediation conference without the consent of all parties, except for counsel for the parties and a corporate representative designated by the association. When mediation is attended by a quorum of the board, such mediation is not a board meeting for purposes of notice and participation set forth in s. 720.303. An aggrieved party shall serve on the responding party a written demand to participate in pre suit mediation via the form and procedures found in Section 720.311 of the Florida Statutes.

Neither election disputes nor recall disputes are eligible for pre suit mediation; these disputes shall be arbitrated by the Department of Business and Professional Regulation.

## III. Rights and Obligations of the Association

1. **Maintenance.** While the roads, common areas and areas of common responsibility are owned by the corporation, since the establishment of the Waterford Special Taxing District (“District”) pursuant to Florida Statutes Chapter 189, such District has assumed responsibility for the collection of non-ad-valorem assessments and the exclusive use of those assessments for the repair and maintenance of the roads, common areas and areas of common responsibility. As the property owner however, the WPOA still retains the right to:
  - a. Suggest the District’s maintenance assessments levels and
  - b. Suggest budget allocations by project.
2. **Security.** The Association and the District shall provide subdivision Security and such other services that the members deem necessary for their mutual benefit.
3. **Repair.** The Association shall make recommendations and the District shall keep the common area and area of common responsibility as originally improved by the Developer or as modified with the WPOA Board’s approval of recommendations offered by the Architectural committee and shall keep all common facilities in good repair.
4. **Enforcement.** The Association may enforce the provisions of this Declaration by appropriate means, including but without limitation, the

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expenditure of funds of the Association, the employment of legal counsel, the commencement of defense of legal actions and the promulgation of Association Rules. These regulations shall be binding upon owner and the Association may impose reasonable monetary fines and other sanctions for any violation of the covenants defined herein.

5. **Utilities.** The Association and / or the District may obtain all water, gas, electric services and refuse collections for the common area and area of common responsibility. It may provide a central irrigation water system.
6. **Easements.** The Association may grant easements when necessary for utilities and sewer services over the common area and any portion thereof to serve the Subdivision and any portion thereof.
7. **Damage to Common Properties.** In the event the Board of Directors of the Association determines that any owner has failed or refused to discharge properly his obligations with respect to the maintenance, repair or replacement of any items for which an owner is responsible or finds that any owner is responsible for damage to the area of common responsibility that is not covered by insurance, the Association shall give the owner written notice of the Association's intent to provide the necessary maintenance, repair or replacement at the owner's sole cost and expense which notice shall set forth with particularity the maintenance, repairs and replacement deemed necessary. The owner shall have fifteen (15) days from the receipt of mailing (the notice by Certified United States Mail) to complete the maintenance, repair or replacement or appear before the Associations Grievance Committee to contest its determination. If the owner fails in this obligation the Association may provide such maintenance, repair and replacement at the owner's sole cost and expense and the cost shall be added to and become part of the assessment for which the owner is responsible and shall become a lien against the lot of the owner enforceable by the Association plus all cost of collection including a reasonable attorney fee.

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## IV. Restrictions Upon Individual Use For the Common Good

1. **Air Conditioner Compressors.** All air conditioner compressors shall be screened with shrubbery so as to be wholly or substantially not visible for a street or any other plot.
2. **Animals.** No animals, fowl, reptiles or poultry shall be kept within the Subdivision in such a manner that constitutes a nuisance. Dogs must be kept on leashes or in a fenced area.
3. **Ancillary Equipment.** All oil tanks, bottle tanks, soft water tanks, pumps, condensers, wood piles or other ancillary equipment shall be suitably screened so as not to be visible from the street or any adjacent or nearby lots.
4. **Architectural Requirements.** The ground floor living area of the main dwelling shall be not less than Twenty Five Hundred (2,500) square feet for a one story dwelling and Fifteen Hundred (1,500) square feet for a two story dwelling with a total of not less than Twenty Five Hundred (2,500) square feet for both floor combined, exclusive of garages, covered walks and open porches. The height of any building shall be not more than two full stories above the required minimum elevation. The main roof of the dwelling shall have a pitch of not less than five (5) to twelve (12) feet. A house proper may not be closer than twenty-five (25) feet to a rear lot line or closer than thirty (30) feet to a front lot line.

If brick construction is contemplated, brick not less than three (3) inches thick over a frame stud wall will be considered a masonry wall. Wood trim is permitted where normally used. At least 50% of the area of the first story finished floor of the house shall be not less than sixteen (16) inches above the footing. Driveways may be brick, concrete, bomenite or asphalt. Written approval of the WPOA Board is required prior to commencement of construction. Gravel type roofs may not be used except as approved in writing by the WPOA Board.

All architectural plans and drawings must be submitted to the Architecture Committee to assure compliance with the aforementioned requirements. All variances must be documented with the committee's recommendations submitted to the WPOA Board for written approval or rejection.

5. **Association.** All lot owners automatically become members of the Waterford Property Owners Association, and are subject to the Articles of Incorporation, By-Laws and rules and regulations thereof in effect from time to time. Assessments, dues and charges are levied by the Property Owners

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Association, payment of which is secured by a lien on the owner's lot. Each lot owner, by the acceptance of a deed or otherwise acquiring title to a lot thereby does agree to abide by the provisions of the By-Laws and rules and regulations of the Association in effect from time to time and to pay assessments, dues and charges levied by the Association as they become due, and uphold its responsibilities and obligations as a member of the Property Owner's Association, including the payment of such assessments, dues and charges as shall be levied thereby.

6. **Boundary Wall.** When the WPOA Board authorizes the construction of a wall or fence ("Boundary Wall") the District shall maintain and repair at its expense the exterior, street facing surface of such Boundary Wall. All other maintenance, repair, and replacement of the Boundary Wall shall be the obligation of, and shall be undertaken by and at the expense of, the respective lot owners upon whose lots such Boundary Wall is constructed, but only as to such portion of the Boundary Wall as bounds such lot. The obligation of such owners shall not be affected by the fact that the Boundary Wall may be only partially on the lot, and partially on the right of way. No lot owner shall be permitted to paint, decorate, change or alter, nor to add or affix an object or thing to the exterior, street facing surface of the Boundary Wall. Similarly, no lot owner shall be permitted to add, attach or fix any object or thing, or in any way damage or impair the interior surface or top of each Boundary Wall. If any lot owner shall fail to undertake any maintenance, repair or replacement as required by this Paragraph, such may be done by the District (upon request from the WPOA), at the lot owner's expense, upon ten (10) days written notice.
7. **Clotheslines.** Clotheslines are not permitted.
8. **Commercial Use.** Home based businesses are permissible as long as they do not significantly increase pedestrian or vehicular traffic or otherwise create a community nuisance.
9. **Damaged Structures.** The erection of a new dwelling or structure, or the repair of any dwelling or structure damaged by fire or otherwise on any lot shall be completed without unreasonable delay. Should the owner leave a dwelling or structure in an incomplete condition for a period of more than six months, the WPOA Board after reasonable notice to the owner by registered mail, giving an opportunity to be heard, may initiate legal action to remove the structure from the premises or complete and repair it in a manner deemed proper in the discretion of WPOA Board. In either event the expense so incurred shall be a lien against the lot enforceable in the same manner as other liens.
10. **Design.** The design of all buildings which shall be erected or moved onto any lot will be subject to the approval of WPOA Board of Directors based on recommendations from the Architectural Committee. Upon written request by lot owners for approval of plans, WPOA Board will have thirty (30) days to approve or disapprove proposed site plan and architectural plans (hereinafter

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referred to “plans”). Failure of the WPOA Board to act within thirty (30) days from receipt of plans of the proposed improvement shall result in the plans being deemed approved. Owner must maintain proof that the plans were delivered to Architectural Committee. The WPOA Board may establish and charge a reasonable fee (not to exceed \$100.00) to review plans.

11. **Design Approval.** The WPOA Board of Directors reserves the right to maintain exclusive architectural control for the Subdivision. The purpose of architectural control is to assure that the residences and other improvements in the Subdivision as a whole will preserve a uniformly high standard of construction that is attractive and harmonious. The basic architectural control for regulation of all lots is vested in WPOA Board of Directors. The power to regulate vested in the Board of Directors shall include the power to prohibit those buildings or improvements found by the WPOA Board of Directors in its sole discretion to be:
- a. Inconsistent with the provisions of this Declaration, or the aesthetic design or quality intended to be created and preserved hereby, or
  - b. Detrimental to the value and desirability of the Subdivision as a residential community with exclusive, unique and desirable qualities.
- i. No building, structure or improvement shall be erected, constructed, placed or altered on any lot until the owner of the lot shall submit in duplicate complete Plans and Specifications for such building, structure and / or improvement and a detailed Site Plan showing its proposed location, and the Plan and Specification and Detailed Site Plan have been approved in writing. The approval of said Plans and Specifications may be withheld not only because of noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction with the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevation, the quality of workmanship and materials, the type or use of material, the color scheme, finished design, proportions, architecture, style, shape, height, size, style to appropriateness or external design with the existing or proposed buildings, structures or improvements located or to be located upon the Property, including the heights, kind and appearances of fences, walls, any excavation or fill, change in drainage or terrain, planting, utility installation, and any other physical change or improvement to any lot, the size location and material to be used in the construction of the walls and drives, and the sizes and species of landscaping material, all of which are included within the definition of “improvements” as such word is used herein. One set of Plans and Specifications and a detailed site

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Plan as finally approved may be retained by WPOA Board of Directors for their permanent records.

- ii. It is the intention of this provision to vest in WPOA Board of Directors the power to regulate the appearance of buildings, and improvements to be located upon each lot, for the purposes herein set forth. Upon completion of any building structure or improvement in accordance with approved Plans and Specifications and detailed sit Plan, no change, alternation, additions, reconstruction, or attachments of any nature whatsoever shall be made to the exterior of the building, structure and / or improvement or to the lot, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work, without prior written approval in the manner above provided.
  - iii. All of the foregoing approvals shall not be unreasonably withheld so long as such original Plans, Specifications and detailed Site Plan or such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration.
  - iv. The WPOA Board of Directors approval, disapproval or conditional approval shall be endorsed upon the Plans and Specification submitted by the owner, and shall be further evidenced by a written instrument executed and acknowledged by the approver. Such written instrument shall be returned to the Applicant accompanied by one set of the submitted documents within thirty (30) days after submission.
12. **Enforcement.** These restrictions may be enforced by the WPOA Board or by any person or corporation otherwise entitled by law to enforce same.
13. **Electrical Installations.** All service lateral entrance installations, or that portion thereof served by said underground electrical distribution system, shall be installed underground and maintained in accordance with the specifications of Tampa Electric Company for such installations.
14. **Excavation.** No elevation changes shall be permitted without the prior written consent of the WPOA Board / Architectural Committee.
15. **Exculpation.** The WPOA Board and Architectural Committee cannot and shall not be held responsible, for any loss or damages to any person arising out of the approval or disapproval of plans, designs or construction errors. Nor shall the WPOA Board and Architectural Committee be held responsible for

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loss of damages to any person arising out of noncompliance with governmental land use and building regulations. This clause does not apply in events where knowing or willful misconduct can be shown.

16. **Fences and Hedges.** All landscaping plans including fences, plant beds and hedges must be submitted to the Architectural Committee for review and receive prior written approval from the WPOA Board. If approval is not received from the WPOA Board within ten (10) calendar days of submission, the plans are considered approved.
17. **Fences and Walls.** No fence or wall of any type shall be erected on any lot or building plot unless such fence or wall is approved by the WPOA Board in writing prior to the commencement of construction. The WPOA Board reserves the right, at its sole discretion, to approve or disapprove any such proposed fence or wall. No such approval specified in this paragraph shall be given for the construction of any fence or wall of any kind having a height or appendages more than six (6) feet in any side or rear yard or more than four (4) feet within thirty (30) feet of the water on any waterfront lot. Fence walls shall have appropriate pilasters and caps. Fence walls parallel and close to streets may be required to meet aesthetic standards as established by Architectural Committee recommendations. If any governmental authority prohibits a fence wall as high as the height stipulated in these restrictions, the fence wall so stipulated shall be the maximum height allowed by such governmental authority.
18. **Flags.** Any property owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than four and a half (4½) feet by six (6) feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations.
19. **Garages.**
  - a. Each house shall have an enclosed side entry garage capable of storing two (2) or more vehicles. All garages must have a suitable working device which will enable the automobile operator to open and close the garage doors conveniently without leaving the automobile. The side entry requirement may be waived in writing at the Architecture Committee's recommendation and at the WPOA Board's sole discretion if such requirement imposes an undue hardship on an Owner.
  - b. When garages are not in use, garage doors shall be closed. Garages shall be used only for the purpose of parking automobiles, hobbies and storing an owner's household goods. Except for corner lots, no garage door shall face the street shown on the plot, unless this requirement is waived in writing at the Architectural Committee's recommendation and at the WPOA Board's sole discretion.



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20. **Governmental Regulations.** All houses constructed in said Subdivision shall comply with all governmental regulations and statutes concerning set back requirements for the front, side and rear of the residence.
21. **Hardship Waiver.** The WPOA Board is authorized to grant hardship waivers to lot owners in the event the strict application of these restrictions presents a bona fide hardship.
22. **Landscaping.**
- a) Each plot shall have at least three (3) trees in the front yard, each with at least five (5) inch trunk diameter. Dead trees and stumps must be removed within a six (6) month time frame or immediately if they present a danger.
  - b) Each plot shall be attractively landscaped with not less than forty (40) plants. Hedges, shrubbery, or trees within thirty (30) feet of a waterfront boundary must not be of such height or density as to unreasonably obstruct the view of the water from adjacent plots.
  - c) All exercise and play structures, either temporary or permanent shall not be visible from the street in front of the property. This rule may be waived on rarely used events such as a birthday party.
  - d) These covenants apply except as restricted by Florida State Statutes as defined in S 373.185 – (A deed restriction or covenant entered after October 1, 2001, or local government ordinance may not prohibit any property owner from implementing Xeriscape or Florida-friendly landscape on his or her land.)
23. **Liens.** Each lien established by these Restrictions shall be subordinate to a bona fide mortgage which has been given in good faith and for value by any owner against whose property in the Subdivision said lien attaches as aforesaid as if such mortgage has been recorded prior to recordation of the lien referred to hereinabove.
24. **Lawful Use.** No part of the Subdivision may be used for any purpose tending to injure its reputation, nor to disturb the neighborhood, nor occupants of adjoining property within the Subdivision, nor to constitute a nuisance, or in violation of any public law, ordinance or regulation in any way applicable thereto.
25. **Mail.** Street mailboxes shall be approved by the United States Postal Service, Hillsborough County and the WPOA Board and be of a type consistent with the character of the Subdivision and shall be placed and maintained to complement the houses in the neighborhood.
26. **Maintenance.** All buildings and other structures within the Subdivision and each portion thereof shall at all times be well and properly maintained in good condition and repair by the owner thereof. No windows shall be covered with aluminum foil or other materials not designed for such purpose. All

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landscaping of every kind and character, including shrubs, trees, grass and other plants, shall be neatly trimmed, properly cultivated and maintained continuously by the owner thereof, in a neat and orderly condition and in a manner to enhance its appearance. Standards will be in keeping with the community.

## **27. Noise Abatement.**

- a. Outside power equipment (i.e. lawn mowers, pressure washers, chain saws, tractors, etc.) should only to be used between 8:00 AM and 6:00 PM by either the property owners or contractors, except in the case of an emergency.
- b. Property owners shall respect the solitude of their neighbors by refraining from the use of any loud non-muffled vehicles or toys in the neighborhood between the hours of 9:00 **PM** and 8:00 **AM**.
- c. All residents and visitors shall adhere to the Hillsborough County Noise ordinance as it pertains to loud music from vehicles or homes.

28. **Parcelizing.** No lot shall be expanded or divided to accommodate more than one building site per full lot.
29. **Right to Maintain Lots.** There is hereby reserved a right and easement, upon, over, through and across the subdivision at any reasonable hour for the purpose of maintaining or landscaping the lots. Such maintenance and landscaping may include regular removal of underbrush, trees less than two (2) inches in diameter, trash or debris, the planting of grass, trees and shrubbery, watering, application of fertilizer, and mowing. The foregoing right and easement shall apply to the entire lot until a residence is constructed on the lot.
30. **Roofs.** Unless otherwise protected by the Federal Telecommunications Act of 1996, no outside television or radio pole or antenna or other electronic device of any kind whatsoever (including Satellite receptacle) shall be constructed, erected or maintained on any building nor on any property within the Subdivision or connected in such manner as to be visible from the outside of any building unless and until it has been recommended for approval (in writing) by the Architectural Committee.
31. **Rubbish.** No weeds, rubbish, debris, objects or material of any kind shall be placed or permitted to accumulate upon any property with the Subdivision if it renders the property unsanitary, unsightly, offensive or detrimental to any other property in the vicinity. Trash, garbage, rubbish and other waste shall be kept only in sanitary containers. All rubbish or garbage areas, and sanitary containers, and storage piles on any property within the subdivision shall be enclosed or fenced in such a manner that the areas, containers and piles will not be visible from any neighboring property or street. Sanitary containers and bundled trash may be set out for a reasonable period of time before and after scheduled trash pick-up times.

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32. **Sidewalks, Wells, Septic Tanks, Excavation.** At the time of the completion of each house, the owner, at his expense, shall construct a sidewalk at the right of way in front of his lot to the specification of the Hillsborough County Engineering Department and the written approval of the WPOA Board. In the event the owner fails, for any reason, to construct said sidewalk at the time the house is completed, the WPOA Board is authorized and empowered, in its discretion, to install said sidewalk and in that event the expense so incurred by the WPOA Board shall become a lien against such plot, enforceable in the same manner as a mortgage lien under the laws of the State of Florida. The owner shall also be responsible for the payment of all utility fees, including construction of wells and septic facilities. The locations of all wells and septic tanks shall be approved in writing by the WPOA Board prior to construction. It is the Boards' intention to maintain the natural beauty of the land both as to terrain, elevation and foliage. A site plan showing all proposed building location, excavations, tree removal and landscaping must be submitted to the Architectural Committee for its consideration and report to the WPOA Board, prior to construction for its written approval.
33. **Signs.** Signs are not permitted in the Subdivision except for:
- A standard single residential real estate sign.
  - A small two foot (2') x two foot (2') temporary sign advertising contractor work in progress.
  - A standard building permit box accessible to building inspectors.
34. **Single Family Residential Use.** No building, structure, or improvement shall be constructed, erected, altered, placed or permitted to remain on any of the lots within the Subdivision other than single family dwellings and customary appurtenances designed for occupation by not more than one family and its domestic servants.
35. **Sprinkling Systems.** All lots must have underground sprinkling coverage of all improved areas in operable condition.
36. **Swimming Pools.** Swimming pools shall not be nearer than ten (10) feet from any lot line and must be located to the rear of the main building unless a different location is authorized in writing by the WPOA Board following the recommendations of the Architectural Committee. The location of each swimming pool must be approved in writing by the WPOA Board prior to commencement of construction.
37. **Temporary Buildings and Building Materials.**
- No shed, tent, other temporary structure, or portable storage device shall be erected, maintained or used on any property within the Subdivision. No out structures shall be seen from the front of the street.
  - For the purposes incidental to the initial construction of dwellings on any property may be erected, maintained and used, provided that such erection, maintenance and use has been recommended by the Architectural

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Committee for approval by the WPOA Board and provide further that said temporary buildings shall be promptly removed upon the completion of such construction work and issuance of a certificate of occupancy.

- c. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot, except for the purpose of construction on such lot and shall not be stored on such lot prior to the posting of a building permit requiring such building materials and for no longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

### 38. **Use and Protection of Bell Creek and Alafia River.**

- a. Access to Bell Creek and Alafia River through lots is limited to owners whose lots abut that creek and river and their guests. All property owners may have access to Bell Creek and the Alafia River through the common areas. Private ownership of subsurface lands is subject to this right of use. No structures may be built on subsurface lands.
- b. No docks or similar structures shall be constructed except with prior written approval and permits from the Tampa Port Authority (Pursuant to Chapter 95-488, Laws of Florida), and the WPOA Board following recommendations of the Architectural Committee. No owner may fill the creek or river, or shall remove water from the creek or river nor place any solid material or liquid in the creek or lake. The prohibition does not apply to natural or storm drainage.

### 39. **Vehicles.**

- a. No mobile home, boat, trailer, recreational or commercial vehicle of any kind shall be kept, stored, parked, maintained, constructed or repaired, on any property within the Subdivision in such a manner as to be visible from any neighboring property.
- b. All vehicles on any property must have a current Florida tag. Property owner are not permitted to regularly keep at the property more than 1.5 vehicles per licensed driver living at the residences unless granted an exception by the WPOA Board.
- c. Parking vehicles or vehicle wheels on lawns or vacant lots is prohibited.
- d. Residents must not routinely park their vehicles on the street overnight.
- e. Except as noted above and for the purpose of these covenants, all current laws pertaining to all types of vehicles and / or their occupants on the public roads of Hillsborough County Florida shall apply in their entirety on the private roads / common grounds of the Waterford community.

40. **Window Air Conditioners.** No window air conditioning units shall be installed without prior written approval of WPOA Board.

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## V. Property Owners Assessments

1. **Purpose.** Assessments for expenses provided for herein shall be used for the general purposes of promoting recreation, safety, health and common benefit and enjoyment of the owners and occupants of residences and not for repair and the maintenance of common areas which is the responsibility of the Waterford Special Dependent District as set forth in 4.1.

An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property not less than fourteen (14) days before the meeting.

2. **Creation of Lien and Personal Obligation.** Each owner of any lot by acceptance of a deed whether or not it is expressed in the deed, covenants and agrees to pay to the Association:
  - a) Annual assessments and charges.
  - b) Special assessments to be established and collected as hereinafter provided and
  - c) Special assessments against any particular lot which are established pursuant to the terms of this Declaration including but not limited to reasonable fines that may be imposed.

All assessments and cost of collection for delinquent assessments along with the interest on the delinquent assessments and reasonable attorney fees shall be a charge on the land and shall be a continuing lien upon the lot against which the assessment is made. Each assessment together with interest, cost and a reasonable attorney fee shall also be the personal obligation of each person who is the owner of the lot at the time the assessment is levied. Each owner shall be liable for his or her portion of each assessment and his or her grantee shall be jointly and severally liable for any portion that may be due at the time of conveyance. Assessments shall be paid in the manner and upon the date specified by the Board of Directors and unless otherwise provided by the Board shall be paid in monthly installments.

3. **Method of Settling Fee.** It shall be the duty of the WPOA Board at least thirty (30) days prior to the Association's annual meeting to work with the Taxing District Board and prepare a budget covering the estimated costs of operating the Association during the coming year.

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The association shall prepare its annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges paid for by the association for recreational amenities, whether owned by the association or another person. The association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member.

The budget may include a capital contribution or reserve in accordance with the capital budget separately prepared. The Board shall cause the budgets and notice of assessments to be levied against each lot for the following year to be mailed to each member at least fourteen (14) days prior to the meeting.

The budgets and assessments shall become effective unless disapproved at the annual meeting by a vote of at least thirty-two (32) property owners of the Association membership. In the event the Board fails to adopt the budget and assessment as provided herein, the respective membership approved assessments for the current year shall be continued in full force and effect for the succeeding year.

4. **Special Assessments.** In addition to the annual assessments authorized above, the Board may levy in any assessment year a special assessment applicable to that year only provided that any such assessment shall have the assent at least thirty-two (32) property owners in good standing. Meeting for special purpose of considering special assessments shall be held only after due notice to the members who may be contacted via US mail, email, fax or phone, not less than fourteen (14) days prior to the date of the meeting to consider the special assessment. Special assessments cannot be levied in a year without an approved operating budget.
5. **Liens or Assessments.** All sums assessed against any lot pursuant to this Declaration together with interest as provided herein shall be secured by a lien upon such lot in favor of the Association. The lien shall be superior to all other liens and encumbrances on the lot except for liens of ad valorem taxes and mortgages held by recognized lending institutions. Persons other than recognized lending institutions acquiring liens or encumbrance on any lot after this Declaration shall have been recorded in the public records and shall be deemed to consent to the liens and assessments of the Association and the Subsequent lien shall be inferior to future liens for assessments of the Association whether or not prior consent be specifically set forth in the instruments creating such liens or encumbrances.

A parcel owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of

## Waterford on the Alafia -- Declaration of Covenants, Restrictions and Assessments

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foreclosure, is liable for all assessments that come due while he or she is the parcel owner. The parcel owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the parcel upon which the assessments are made.

A parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner.

Assessments and installments on assessments that are not paid when due bear interest from the due date until paid at the rate provided in the declaration of covenants (10%) or the bylaws of the association, which rate may not exceed the rate allowed by law.

(a) The association will also charge an administrative late fee in an amount not to exceed the greater of \$25 or 5% of the amount of each installment that is paid past the due date.

(b) Any payment received by an association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of chapter 687 and is not a fine.

A property owners' association may not file a claim of lien against a parcel for unpaid assessments unless a written notice or demand for past due assessments as well as any other amounts owed to the association pursuant to its governing documents has been made by the association. The written notice or demand must:

(a) Provide the owner with forty-five (45) days to make payment for all amounts due, including, but not limited to, any attorney's fees and actual costs associated with the preparation and delivery of the written demand.

(b) Be sent by registered or certified mail, return receipt requested, and by first-class United States mail to the parcel owner at his or her last address as reflected in the records of the association, if the address is within the United States, and to the parcel owner subject to the demand at the address of the parcel if the owner's address as reflected in the records of the association is not the parcel address.

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If the address reflected in the records is outside the United States, then sending the notice to that address and to the parcel address by first-class United States mail is sufficient.

The association may bring an action in its name to foreclose a lien for unpaid assessments secured by a lien in the same manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. Such action may not be brought until forty-five (45) days after the parcel owner has been provided notice of the association's intent to foreclose and collect the unpaid amount.

- (a) The association may recover any reasonable attorney's fees incurred in a lien foreclosure action or in an action to recover a money judgment for the unpaid assessments.
- (b) The association may purchase the parcel at the foreclosure sale and hold, lease, mortgage, or convey the parcel.

If after service of a summons on a complaint to foreclose a lien the parcel is not the subject of a mortgage foreclosure or a notice of tax certificate sale, or the parcel owner is not a debtor in bankruptcy proceedings, the parcel owner may serve and file with the court a qualifying offer at any time before the entry of a foreclosure judgment. For purposes of this subsection, the term "qualifying offer" means a written offer to pay all amounts secured by the lien of the association plus interest accruing during the pendency of the offer at the rate of interest provided in this section. The parcel owner may make only one qualifying offer during the pendency of a foreclosure action.

- (a) The parcel owner shall deliver a copy of the filed qualifying offer to the association's attorney by hand delivery or by certified mail, return receipt requested.
- (b) The parcel owner's filing of the qualifying offer with the court stays the foreclosure action for the period stated in the qualifying offer, which may not exceed sixty (60) days, to permit the parcel owner to pay the qualifying offer to the association plus any interest accruing during the pendency of the offer.
- (c) The qualifying offer of the parcel owner must be in writing, be signed by the owner of the parcel and the spouse of the owner if the spouse holds a homestead interest in the parcel, be acknowledged by a notary public, state the total amount due the association, state that the total amount due the association is secured by the lien of the association, state that the association is



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entitled to foreclose the lien and obtain a foreclosure judgment for the total amount due if the parcel owner breaches the qualifying offer, state that the parcel owner will not endanger the priority of the lien of the association or the amounts secured by the lien, and state the actual date or dates the association will receive the total amount due from the parcel owner. If the parcel owner makes a qualifying offer under this subsection, the association may not add the cost of any legal fees incurred by the association within the period of the stay other than costs acquired in defense of a mortgage foreclosure action concerning the parcel, a bankruptcy proceeding in which the parcel owner is a debtor, or in response to filings by a party other than the association in the lien foreclosure action of the association.

(d) If the parcel owner breaches the qualifying offer, the stay shall be vacated and the association may proceed in its action to obtain a foreclosure judgment against the parcel and the parcel owners for the amount in the qualifying offer and any amounts accruing after the date of the qualifying offer.

### 6. **Remedies of the Association to Enforce Assessments.**

Any assessments which are not paid when due shall be delinquent. Any assessment delinquent for a period or more than ten (10) days shall incur a late charge in the amount the Board may determine from time to time. If the assessment has not been paid within thirty days the assessment lien shall commence to include interest on the principal amount plus the late charge at the rate of 10% per annum from the date first due and payable plus the costs of collection including a reasonable attorney's fee. In the event that the assessment remains unpaid after sixty (60) days, the Association may commence legal action to collect the assessments or to foreclose its lien. Each owner by his or her acceptance of a deed to a lot, vest in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as liens for mortgages on real property unless prohibited by Law. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all owners.

### 7. **The Date of Commencement of Annual Assessment.**

Any annual assessments applicable to the WPOA shall commence upon determination of the Board and shall be due and payable in the manner and on the schedule the Board of Directors may provide.

### 8. **Exempt Property.** The assessments, charges and liens created under this Article shall not apply to the common areas or the areas of common

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responsibility nor shall the assessments apply to land or assessment dedicated to and accepted by local public authority or any land used by a utility company,

## VI. General Provisions

1. **General.** This declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of thirty (30) years from the date it is recorded after which time it shall be extended automatically for successive periods of ten years, unless (after the first period of thirty years) an instrument signed by two-thirds of the owners of the lots agree to change the covenants in whole or in part as recorded.
2. **Amendments.** The covenants and restrictions of this Declaration may be amended by an instrument approved by forty-one (41) property owners and signed by the Board of Directors.
3. **Indemnification.** All property owners shall indemnify every officer and director of the Association against any and all expenses, including reasonable attorney fees, reasonably incurred by or imposed upon any such officer or director in connection with any action, suit or other proceeding to which he may be made a party by reason of being or having been an officer or director at the time such expenses are incurred. The officers and directors shall not be liable for any mistake of judgment, negligence, or otherwise, except for their own individual willful misconduct or nonfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association and the property owners shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein, shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.
4. **Eminent Domain.** In the event of a threatened taking of the common area, the association shall have a power coupled with an interest. The Board may act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to voluntary sale to the condemner in lieu of engaging in a condemnation action. Any awards received on account of the taking shall be paid to the Association. In the event of a taking of less than all the common areas, the rules as to restoration, replacement or any common area and the improvement thereon shall apply as in the case of destruction of improvements upon the common area. In the event of a total taking, the Board shall retain the entire award, including the value of any owner's easement rights, in the general fund of the Association.

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5. **Insurance.** The Association shall obtain to the extent reasonably available insurance it deems necessary including by not limited to the following policies of insurance:
- a) Fire and extended coverage insurance on all improvements upon the common area and areas of common responsibility in the amount of 100% of the full insurance replacement cost value of the improvements;
  - b) General comprehensive public liability insurance against liability to and claims of the public, a member of the Association and any other person with respect to liability occurring upon the common areas or the areas of common responsibility based upon or arising out of the Association's ownership or use of the common area and areas of common responsibility. The limits of liability shall not be less than \$500,000 / person and \$1,000,000 / occurrence with respect to bodily injury and not less than \$100,000 / occurrence with respect to property damage. The liability insurance shall include coverage for Errors and Omissions and shall name as separately protected insured's the Board, Committees and their respective members, employees, officers, directors, agents and representatives.

In witness hereon, the board of directors of the Waterford Property Owners Association has caused this Declaration or covenants, conditions and restrictions to be executed by its President and its corporate seal affixed this \_\_\_\_ day of \_\_\_\_\_, 2009.

Signatures:

\_\_\_\_\_  
Leo F Judge – President

\_\_\_\_\_  
John Hamm – Vice President

\_\_\_\_\_  
Jennifer Miller -- Secretary

\_\_\_\_\_  
Frank Bragg – Treasurer

\_\_\_\_\_  
Sharon Nelson -- Director

State of Florida  
County of Hillsborough

Notary Seal  
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# Waterford on the Alafia -- Declaration of Covenants, Restrictions and Assessments

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## Exhibit A

BEGINNING at the Southwest corner of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of SECTION 23, TOWNSHIP 30 South, RANGE 20 East, Hillsborough County, Florida, thence run North 01°2'25" East along the West boundary of the South Half (S<sup>1</sup>/<sub>2</sub>) of the Northeast corner of the South Half (S<sup>1</sup>/<sub>2</sub>) of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of said SECTION 23, thence run South 89°52'16" East along the North boundary of the South Half (S<sup>1</sup>/<sub>2</sub>) of the Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of said SECTION 23 to its intersection with the South water's edge of the Alafia River, thence along the South water's edge of the Alafia River to its intersection with the West right-of-way line of Bell Shoals Road, thence South 00°00'57" West along said right-of-way to the South boundary of the FLORIDA D.O.T. drainage Easement recorded in O.R. Book 2216, Page 516, thence along said right-of-way the following three calls, South 89°59'03" East 35.00 feet, thence South 00°00'57" West 550.00 feet, thence South 05°41'41" East, 166.64 feet to the North boundary of a 160 feet TAMPA ELECTRIC CO. Easement, recorded in DB 1811-123 thence run North 89°59'29" West, along the North boundary of said TAMPA ELECTRIC CO. Easement, a distance of 2,628.20 feet to the West boundary of the North Half (N<sup>1</sup>/<sub>2</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of said SECTION 23, thence run North 00°44'03" West along the boundary of the North Half (N<sup>1</sup>/<sub>2</sub>) of the Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of said SECTION 23, a distance of 779.96 feet to the Point of Beginning, Hillsborough County, Florida; also known as Waterford on the Alafia, according to map or plat thereof as recorded in Plat Book 56, Page 62, of the Public Records of Hillsborough County, Florida.