



430 Hartsell Ave  
Lakeland, FL 33815

(863) 687-2911

<http://LakelandHousing.org>



## Board Of Commissioners

Michael Pimentel, Chairman

Richard Richardson, Vice-Chairman

Joseph DiCesare

Edward Hall

Lorenzo Robinson

Dorothy Sanders

Monica Perry

## REGULAR BOARD MEETING

**Monday, January 23, 2017**

Benjamin Stevenson, Executive Director  
Ricardo Gilmore, Esquire

# **AGENDA**

Board of Commissioners

## **Regular Meeting**

The Housing Authority of the City of Lakeland, Florida

Monday, January 23, 2017 at 6:00 P.M.

LHA Board Room

430 Hartsell Avenue

Lakeland, Florida

**Pledge of Allegiance**

**Moment of Silence**

**Establish a Quorum**

- 1. Approval of the Meeting Agenda**
- 2. Approval of the Minutes of the Regular Board Meeting held Monday, November 21, 2017**
- 3. Public Forum**
- 4. New Business**
- 5. Old Business**
  - LHA Recovery Plan Update
- 6. Secretary's Report**
  - Housing/Operations
  - Administration/Finance
  - Resolutions

**Resolution No. # 17-1437**

The Board of Commissioners is requested to approve the Housing Authority of the City of Lakeland's *Employee Handbook*.

- 7. Legal Report**
  - Executive Director Vehicle
- 8. Other Business**
  - HOA Response
- 9. Adjournment**

**MINUTES**  
**The Regular Board Meeting of**  
**The Housing Authority of the City of Lakeland**  
**Monday, November 21, 2016**

The Board of Commissioners of the Housing Authority of the City of Lakeland met at the Lakeland Housing Authority, 430 Hartsell Avenue, Lakeland, Florida.

**LHA Board Members Present:** Michael Pimentel, Chairman  
Eddie Hall, Commissioner  
Joseph DiCesare, Commissioner  
Lorenzo Robinson, Commissioner  
Dorothy Sanders, Commissioner  
Monica Perry, Commissioner

**Secretary:** Benjamin Stevenson

**Legal Counsel:** Ricardo Gilmore

The meeting was called to order at 6:05 p.m. by Chairman Pimentel. The Pledge of Allegiance and a Moment of Silence were observed. A quorum was established.

**APPROVAL OF THE AGENDA**

Commissioner Pimentel asked the Board to review the agenda and if there were any requests for items to be added to the agenda.

- Motion to approve and accept the agenda.  
Motion by Hall and seconded by Sanders.

**Votes: Commissioners**

Michael Pimentel – Aye	Joseph DiCesare – Aye	Lorenzo Robinson – Aye
Edward Hall – Aye	Dorothy Sanders – Aye	Monica Perry – Aye

**FAMILY SELF-SUFFICIENCY PROGRAM PRESENTATION**

The Board recognized Sharika Lattimore for becoming a homeowner while completing the Family Self Sufficiency Program. Valerie Brown did the presentation of the certificate of completion and gave a brief summary of the FSS Program and the participants that are enrolled. Ms. Lattimore gave remarks of gratitude for the FSS Program. She purchased a home through the Hampton Hills homeownership program sponsored by LHA.

**NEW BUSINESS**

Brain L. Nemeroff, CPA and Partner of Berman Hopkins Wright and Laham, gave a presentation of the LHA Financial Audit for the year ending December 31, 2015. The audit has been completed but has not been approved by REACT. The audit covers Financials, Controls and Compliances and other related items. Mr. Nemeroff indicated there were no disagreements with management and the audit continues to show improvement by LHA.

- Motion to accept the Audit.

Motion by Hall, second by Perry.

**Votes: Commissioners**

Michael Pimentel – Aye

Joseph DiCesare – Aye

Lorenzo Robinson – Aye

Edward Hall – Aye

Dorothy Sanders – Aye

Monica Perry – Aye

**APPROVAL/ACCEPTANCE OF MINUTES**

- Motion to approve and accept the minutes of the Board of Commissioners meeting held on Monday, October 17, 2016.

Motion by Hall, second by Sanders.

**Votes: Commissioners**

Michael Pimentel – Aye

Joseph DiCesare – Aye

Lorenzo Robinson – Aye

Edward Hall – Aye

Dorothy Sanders – Aye

Monica Perry – Aye

**PUBLIC FORUM**

Kerry and Sabrina Jones gave concerns regarding their issues as Lake Ridge Home Owners and the Homeowner Association. Commissioner Pimentel advised the couple that it is LHA policy for staff to provide a written response to items discussed during the public forum and LHA staff would review their concerns and respond in writing to the Board. The Jones' will be copied on the response.

**OLD BUSINESS**

**• Recovery Plan Review Committee Update:**

Mr. Stevenson advised that the Potential Buyers for the 10<sup>th</sup> Street Property are still working on the permits for the Circle-K development. Staff is hopeful that the remaining permits will be approved in December. The firm is requesting another extension of time for the permits. The request is being made via an amendment to the existing contract. The amendment is necessary because the maximum number of extensions under the existing contact has been reached. Mr. Stevenson recommended the Board to increase the amount of the payment for the new extension. Mr. Stevenson distributed a copy of the Amendment request. The amendment indicates that the extension payment amount would increase to \$15,000.00 per extension. The Potential Buyer has agreed to the increase amount.

- **Motion to accept and approve increasing the amount of the extension payment to \$15,000.**

Motion by Robinson, Second by Sanders.

**Votes: Commissioners**

Michael Pimentel – Aye

Joseph DiCesare – Aye

Lorenzo Robinson – Aye

Edward Hall – Aye

Dorothy Sanders – Aye

Monica Perry – Aye

**West Lake**

Mr. Stevenson gave an overview of activities with the West Lake redevelopment project. The Developer Partner is working on obtaining an award of 4% tax credits for Phase II. LHA is hopeful

of a Financial Closing for Phase I in July 2017. The residents of the community have been told that no one will have to relocate during the upcoming holiday season.

● **SECRETARY'S REPORT**

Report submitted as written.

• **Housing/Operations**

Report submitted as written

• **Administration**

Report submitted as written.

Ms. Brown gave a very thorough overview of the Financial Report.

• **Resolutions**

**OTHER BUSINESS**

Mr. Stevenson distributed copies of 2017 LHA Board Meeting dates. The meeting for January and February conflict with federal holidays and need to be rescheduled. The Board agreed to reschedule the two meetings for Monday, January 23, 2017 and Monday, February 27, 2017. Each meeting will be held in the LHA Board room at 6:00 p.m.

The meeting adjourned at 7:59 p.m.

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Benjamin Stevenson, Secretary

**OLD BUSINESS**



**BOARD OF COMMISSIONERS**

Michael A. Pimentel  
**Chairman**

Rev. Richard Richardson  
**Vice-Chairman**

Eddie Hall  
**Commissioner**

Joseph DiCesare  
**Commissioner**

Lorenzo Robinson  
**Commissioner**

Dorothy Sanders  
**Commissioner**

Gary Smith  
**Commissioner**

Benjamin J. Stevenson  
**Executive Director**

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**MAIN OFFICE**

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[www.LakelandHousing.org](http://www.LakelandHousing.org)

DATE: January 16, 2017

TO: LHA Commissioners

FROM: Benjamin Stevenson, Executive Director

RE: Recovery Plan Update

Below is a summary update of progress made with the LHA Recovery Plan.

1) Purchase Agreement for Sale of LHA Property

Status: The City Commission on March 21, 2016 approved the change in zoning for the 10<sup>th</sup> Street property. The Commission then approved the request to change the zoning from residential to commercial. The Potential Buyer (Buyer) remains committed to buy the property. Payment to LHA will be made after the Buyer obtains approval of the permits from the City of Lakeland. In December 2016, the Buyer requested another extension of time line for obtaining the permits. This is the eighth of eight extension authorized under the current Sales Contract. The current extension requires a \$15,000 non-refundable deposit. The new deadline will January 20, 2017. The Buyer received approval for an amendment to a permit previously approved by the Southwest Florida Water Management District as a permit approval from the City of Lakeland. The remaining permit to be obtained is from the Florida Department of Transportation. The Buyer expects the permit process to be completed sometime this month. Staff is cautiously optimistic that this time line will be met.

HUD approval has mandated the use of the 100% of the sales proceeds for affordable housing development. So, the funds will be used in combination with other financial funding on a future affordable housing development.

2) Reduce COCC Budget/Overall Agency Debt

Status: The COCC budget is a part of the Recovery Plan. Staff continues to make progress with reducing the overall agency debt to the Public Housing program. Staff will be submitting a Sustainability Plan to the Recovery Plan Review Committee and Board of Commissioners for review sometime within the next couple of months.

3) Implement Upgrade of Yardi System

Status: LHA has completed the process of transferring funds from the thirty-seven (37) old accounts for the housing programs and properties to the TD Bank accounts.



The last transfer of funds was for the Section 8 program from Wells Fargo. This transfer was successfully completed in September 2016. The next step is to upgrade the Yardi system to the 7.0 version. Staff began the upgrade process in December 2016. The process is expected to take approximately 90-120 days.

#### 4) Developer Partners Update

Status: Housing Trust Group (HTG), the Developer Partner for the West Lake Apartments property, application for low income housing tax credits through the SAIL program was successful. The application made it through the appeal process. The SAIL award of 4% bonds will be combined with Project-Based Section 8 Vouchers to make the project a viable alternative for LHA and the Developer. LHA staff and HTG are negotiating some additional business terms for the project. Previously, HTG increased the amount of developer fee to be received by LHA and offered a ground lease payment.

The City of Lakeland has completed its review of the procurement process for a Request for Proposals (RFP) to use Project-Based Section 8 Vouchers for affordable housing projects. City staff has recommended awarding the vouchers to the HTG. The City's recommendation was submitted to the HUD-Jacksonville Field Office for review and approval. HUD must approve the award of the vouchers to HTG before we can move forward with the award. LHA is waiting on a response from HUD.

LHA staff continues to meet with HTG to discuss plans for relocation, demolition, overall master plan, and communication with residents and the general public. We also discussed funding options, timing of finances and construction schedules.

Staff will resume Relocation Meeting with the residents of West Lake Apartments. Previously, LHA staff advised the residents that the map outlining Phase I of the relocation effort was going to change. The Developer Partner has requested some revisions in the site plan and location of the senior building. Staff agreed to the changes in boundaries for the relocation and demolition phases. The changes were necessary because the Developer Partner modified the design of the building which required a change in the proposed boundaries. The revised map identified the buildings that are a part of the first demolition phase. The residents were previously advised that they would not be required to move before the Christmas or New Year's holidays. LHA has hired a Relocation Manager to work with the residents on relocation activities.

LHA has submitted the paperwork necessary to obtain HUD approval for disposition and demolition of the property. The application was submitted earlier this month. HUD approval must be obtained prior to starting any relocation or demolition activities. LHA will also request relocation vouchers for the residents. The relocation and demolition will be completed in phases over a two-three year period. We hope to receive HUD approval of the application in approximately 90 days. Subsequent applications will





be submitted for Phases II and III in 2017 and 2018, respectively. Staff will start working a Relocation Plan for Phase I. This plan will also be submitted to HUD for review and approval. LHA will be requesting Section 8 vouchers for the families impacted by the relocation.

The City of Lakeland has agreed to perform HUD Part 58 Environmental Review for LHA properties. The environmental review is a HUD requirement of the Capital Fund program. The first property to be reviewed will be West Lake. The Part 58 will be used for the demolition/disposition applications for West Lake Phases II and III.

Staff has also begun discussions with the Developer Partner on financing options for Phase II of the project. The Developer Partner has received a preliminary award of 4% tax credits for Phase II. We are discussing additional financing options to bring in more soft money to support the bonds. In that regard, the Developer Partner has started the process of submitting an application for Green Reuse Area Designation Eligibility. The Green Reuse application is a part of the Brownfield grant process for provides funding for projects the emphasize energy reuse and environmental efficiency. If successful, the application will provide some additional financing for Phase II of the West Lake redevelopment project.

#### 5) Use of HOPE VI Funds

Status: LHA staff wrote a proposal to obligate the remaining HOPE VI funds while constructing some affordable housing rental units at the Williamstown property location. Staff has submitted a Rental Term Sheet and Development Proposal to HUD for review and approval, Staff also submitted the Designated Housing Plan and Site Neighborhood Review to HUD along with a separate request to designate the development as a near elderly or elderly community. The goal is to complete the obligation of the HOPE VI funds with the financial closing of the Williamstown project. The HUD-Miami Field Office submitted the documents to the Review Panel at HUD-Washington, D.C. Office for review and approval. LHA received preliminary approval of the Williamstown project from the Review Panel in August. The next step was for LHA to submit revised Evidentiary Documents to HUD for review. Saxon Gilmore will assist with drafting the documents to be submitted.

HUD would like for LHA to obtain a clear title to the property prior to issuing approval of the project. Staff is working on this issue with Saxon Gilmore and a local attorney. LHA is pursuing adding additional supportive services to the project in order to meet the definition of an adult living facility. The local attorney is drafting a legal opinion to confirm that the additional services will allow the proposed use to meet the definition of the deed restriction and, thereby, authorize releasing the title. The goal is to complete the financial closing process and start construction sometime in January 2017. All of the closing documents including the clear title must be approved by HUD. LHA may begin construction activity after receipt of HUD approval.



6) Other Items

Status: Disposition of the Arbor Manor property.

LHA continues to entertain offers for the purchase and/or development of the Arbor Manor property. Staff received written approval from the HUD SAC for the disposition of the Arbor Manor property. A copy of the approval letter was included with the November 2015 Board packet. LHA staff continues to discuss options with a local group.

Staff has also received an inquiry regarding the vacant lot on N. 10<sup>th</sup> Street located across the street from the Colton Meadows property. The lot is currently zoned for multi-family residential development. All of the discussions are preliminary. The potential buyer is looking for a location to build housing for senior citizens.

LHA staff drafted the 2017 Agency Plan in June 2016 and distributed to the Board at the June 2016 Board meeting. The document was made available for review and comment by the Resident Advisory Board and general public for 45 days. LHA staff held meetings with the RAB and the general public to discuss their comments regarding the Plan on July 13 and August 3, 2016. A Public Hearing with the general public was held on August 11, 2016. No comments on the Plan were received. The Plan was submitted to HUD in October 2016.

The HUD-Jacksonville Office sent written approval of the Agency Plan this month. A copy of the HUD Approval Letter is attached to the December 2016 update report.

BJS

# **SECRETARY'S REPORT**

**Secretary's Report  
January 2017**

**HOPE VI Funds Expenditure**

LHA staff wrote a proposal to obligate the remaining HOPE VI funds while constructing some affordable housing rental units at the Williamstown property location. LHA has received HUD approval to move forward with the project. A Rental Term Sheet and Development Proposal associated with the Williamstown project have been submitted to HUD for review and approval. Staff also previously submitted a Designated Housing Plan and Site Neighborhood Review documents to HUD.

LHA received preliminary approval of the Williamstown project from the HUD-Washington, D.C. office in September. The next step is for LHA to submit Evidentiary Documents to HUD for review. Saxon Gilmore drafted the documents which were submitted to HUD for review. HUD would like for LHA to obtain a clear title to the property prior to issuing approval of the project. Staff is working on this issue with Saxon Gilmore and a local attorney. The goal is to complete the financial closing and start construction sometime in January 2017. LHA cannot begin construction activity until after receipt of HUD approval. LHA is pursuing adding additional supportive services to the project in order to meet the definition of an adult living facility. The local attorney is drafting a legal opinion to confirm that the additional services will allow the proposed use to meet the definition of the deed restriction and, thereby, authorize releasing the title. Saxon Gilmore is confident that clear title can be obtained.

**Annual Budget/Agency Update**

The LHA Recovery Plan is still being implemented. An update memorandum on Recovery Plan activities is a standard part of the Board agenda. LHA recently received HUD approval of the Capital Fund Amendment. A copy of the approval letter is included with the June 2016 Board packet.

The Recovery Plan and 2015 Budget were approved by the LHA Board of Commissioners at the October 2014 board meeting. The Plan was revised as instructed by the Board and submitted to the HUD-Miami Field Office. Staff is still waiting on comments on the Plan from HUD.

The 2017 Annual Budget was distributed to the Board at the October meeting. The budget was discussed and approved at last month's meeting.

**Agency Plan**

LHA staff has drafted the 2017 Agency Plan. Copies were distributed to the Board at the June 2016 Board meeting. The document has also been made available for review and comment by the Resident Advisory Board and general public for 45 days. LHA staff held meetings with the

## **Secretary's Report**

### **January 2017**

RAB and the general public to discuss their comments regarding the Plan on July 13 and August 3, 2016. A Public Hearing with the general public was held on August 11, 2016. No comments on the Plan were received. The Plan was submitted to HUD in October 2016.

The HUD-Jacksonville Office sent written approval of the Agency Plan in December 2016. A copy of the HUD Approval Letter is included with the December 2016 Board packet.

### **West Lake**

I continue to have meetings with the Developer Partner for the West Lake project. We discussed plans for relocation, demolition, overall master plan, communication with residents, timing of finances and construction schedules as well as developer fees. The Developer Partner has received a preliminary award of 4% tax credits for Phase II. We are discussing additional financing options to bring in more soft money to support the bonds.

Staff will resume Relocation Meeting with the residents of West Lake Apartments. Previously, LHA staff advised the residents that the map outlining Phase I of the relocation effort was going to change. The Developer Partner has requested some revisions in the site plan and location of the senior building. Staff agreed to the changes in boundaries for the relocation and demolition phases. The changes were necessary because the Developer Partner modified the design of the building which required a change in the proposed boundaries. The revised map identified the buildings that are a part of the first demolition phase. The residents were previously advised that they would not be required to move before the Christmas or New Year's holidays. LHA has hired a Relocation Manager to work with the residents on relocation activities.

Staff has submitted the Demolition/Disposition application for Phase I to the HUD-SAC Office. We hope to receive HUD approval of the application in approximately 90 days. Subsequent applications will be submitted for Phases II and III in 2017 and 2018, respectively. Staff will start working a Relocation Plan for Phase I. This plan will also be submitted to HUD for review and approval. LHA will be requesting Section 8 vouchers for the families impacted by the relocation.

LHA staff met with the Board of Directors for Lakeland Polk Housing Corporation in October 2016. The LPHC Board approved resolutions authorizing LHA to proceed with an application for low income housing tax credits for West Lake Phase II and the submittal Mixed Finance Evidentiary documents for the Williamstown project.

### **Other Activities**

The City of Lakeland has agreed to perform HUD Part 58 Environmental Review for LHA properties. The environmental review is a HUD requirement of the Capital Fund program. The first property to be reviewed will be West Lake.

## **Secretary's Report**

### **January 2017**

The Potential Buyer for the 10<sup>th</sup> Street Commercial site received approval of their permit applications from the Southwest Florida Water Management District. The next step is to obtain approval of permit application submitted to the Florida Department of Transportation. The deadline for the current extension is January 20, 2017.

I had a lunch meeting with City Commissioner Don Selvage (after our December meeting was rescheduled). We discussed the West Lake and Williamstown projects along with other community issues.

I had another series of telephone conversations with City Commissioner Phillip Walker. We discussed various community issues and concerns.

I meet with Don Brown, State Vice-President for the NAACP. We discussed various community issues and concerns.

I meet with retired Judge Timothy Coon. We discussed various community issues and concerns.

YouthBuild Lakeland held another graduation ceremony at the Simpson Park Community Center. The audience was blessed with a song by Alkoya Brunson. He is the son of the CNA Instructor that works with YouthBuild participants and has co-starred in movies such as Almost Christmas and Hidden Figures along with six other movies.

Respectfully submitted,

*Benjamin Stevenson*

Secretary

**HOUSING & OPERATIONS  
REPORTS**

# **AFFORDABLE HOUSING REPORT**

**◀ Housing Report**

**◀ FSS & Resident Activities**



# Affordable Housing Department

## Board Report

### January 2017

- **Public Housing (PH), Housing Choice Voucher (HCV), Family Self-Sufficiency (FSS), Resident Activities and West Lake Management Communities Reports**
  - Housing communities' reports
    1. West Lake
    2. West Lake Addition
    3. Cecil Gober
    4. John Wright Homes
    5. Carrington Place (Formerly known as Dakota Apartments)
    6. Renaissance/Washington Ridge
    7. Villas at Lake Bonnet
    8. Colton Meadow
    9. The Manor at West Bartow
  - Housing Choice Voucher Program
    1. Intake & Occupancy Report
    2. Housing Choice Voucher report
  - Family Self-Sufficiency Program and Resident Activities

Updates for the month December 31<sup>st</sup>:

- Congratulations! Our Housing Authority has been awarded one of the HUD ROSS-Service Coordinator Grants. Our grant award is in the amount of **\$219,185 for three years**.

#### Housing Updates

##### Implementation of VAWA 2013 in HUD Housing Programs - Compliance Date Correction

On December 6, HUD issued a technical correction to the "Violence Against Women Reauthorization Act of 2013: Implementation in HUD Housing Programs" final rule. This correction updates the compliance date for completing an emergency transfer plan and providing emergency transfers, and associated recordkeeping and reporting requirements to June 14, 2017. After the rule's publication last month, HUD discovered the compliance date was incorrectly listed in the preamble as May 15, 2017, while the regulatory text provided the correct date of June 14, 2017. The final rule's effective date (separate from the emergency transfer compliance date) is still December 16, 2016. Additionally, the relevant HUD forms necessary under the new rule can now be accessed here (form numbers: 5380, 5381, 5382, and 5383).

HUD Issues Final Rule Requiring Broadband Infrastructure in New Construction and Substantial Rehabilitation  
Today, HUD published a final rule that will require the installation of broadband infrastructure at the time of new construction or substantial rehabilitation for multifamily rental housing that is funded or supported by HUD. Since the installation of broadband infrastructure may not be feasible for all new construction or substantial rehabilitation, the rule allows limited exceptions to the installation requirements. The final rule does not change any of the substantive requirements that were in the proposed rule (members only), but adds clarifications on the threshold for substantial rehabilitation and on the point in the planning process for new construction or substantial rehabilitation at which a project must be, as of the effective date of this rule, to not be subject to the rule's requirements. This final rule becomes effective January 19, 2017.

## HUD Issues New Certification Requirements for Housing Counselors

On December 14, HUD issued a final rule that codifies statutory requirements that housing counseling required under or provided in connection with all HUD programs will be provided by HUD-Certified Housing Counselors. In order to become certified, housing counselors must pass a standardized written examination and work for a HUD-approved housing counseling agency (HCA). The final compliance date for the certification requirement is three years after the date the certification examination becomes available, which will be published in a separate, forthcoming *Federal Register* notice. However, some of the rule's provisions will become effective on January 13, 2017. It is important to note that this new rule not only covers participants in HUD's Housing Counseling Program but also participants in other HUD programs including HOME, CDBG, Public and Indian Housing, and FHA Single Family. A resource sheet for other HUD programs covered under this final rule is available here.

## HUD CPD Updates

HUD Issues Final Rule to Modernize the Consolidated Planning Process: On December 16, HUD published a final rule that will "modernize" the consolidated planning process for HUD CPD annual formula grantees by adding two new concepts to the plan's existing housing market analysis requirements. States and local governments must now analyze the broadband needs of housing occupied by low- and moderate-income (LMI) households, including housing in rural areas and assess the vulnerability of housing units occupied by LMI households to increased natural hazard risks, particularly risks associated with climate change. The final rule becomes effective on January 17, 2017, but compliance with the rule will apply to Consolidated Plans submitted on or after January 1, 2018.

Guidance on Submitting Consolidated Plans and Annual Action Plans for FY 2017: On December 15, HUD published a new notice (CPD-16-18) that instructs all CDBG, HOME, HTF, ESG, and HOPWA grantees on the timing of submission of FY 2017 consolidated plans and action plans, due to Congress' delay in enacting FY 2017 appropriations. This Notice provides instructions to grantees/PJs under each of these programs regarding costs incurred prior to the execution of a grant agreement, and further discusses the waivers being made available to certain grantees/PJs to assist in the implementation of the pre-award cost instructions.

## CDBG Updates

Grantees: A new document is available from HUD that offers information on existing borrowing capacity for CDBG Entitlement Communities and States looking to pursue a Section 108 guaranteed loan. These borrowing capacity calculations are based on the FY 2016 CDBG grant awards as well as grantees' outstanding Section 108 guaranteed loans and commitments.

## HOME Updates

New HUD Rule Makes Changes to HOME Commitment Requirement: On December 2, HUD issued an interim final rule for the HOME program that makes changes to how HUD will determine participating jurisdictions' compliance with the program's statutory 24-month commitment requirement. Starting with FY 2015 HOME grants, HUD will begin determining compliance using a grant-specific accounting method. In order to prevent PJs from losing appropriated funds when they expend program income, this rule also establishes a new method of administering program income. Since 2013, HUD has provided frequent training on the transition to grant-based accounting for its formula grant programs. With the exception of the new program income requirements, this rule does not establish new and unfamiliar requirements for PJs. This interim final rule becomes effective on January 3, 2017.

New Resources for Documenting Chronic Homelessness: Last month, HUD published two new resources to help document homelessness under HUD's final rule establishing the definition of "Chronically Homeless." The first resource, *Flowchart of HUD's Definition of Chronic Homelessness*, guides users through HUD's Chronically Homeless Definition through mostly "Yes" or "No" questions to help understand who meets the definition and what documentation requirements apply. The second resource, *Sample*, provides an optional way to help record Chronic Homelessness for those projects that need documentation of Chronic Homelessness (like a Permanent Supportive Housing program that exclusively serves the Chronically Homeless).

## Other Community Development Updates

HUD Regulatory Waivers for the Third Quarter of CY 2016: To comply with the requirements of section 106 of the HUD Reform Act, HUD is required to publish quarterly *Federal Register* notices of all regulatory waivers that HUD has approved. This notice contains a list of regulatory waivers granted by HUD during the period beginning on July 1, 2016 and ending on September 30, 2016.

Five Communities Awarded \$132 Million in Choice Neighborhoods Grants: On December 12, HUD announced that five U.S. communities will receive a combined total of \$132 million in FY 2016 Choice Neighborhoods

Initiative (CNI) grant funds. According to HUD, the awardees will replace 1,853 severely distressed public housing units with nearly 3,700 new mixed-income, mixed-use housing units, and leverage every \$1 in Choice Neighborhood funding with an additional \$5 in public and private funding for their project proposals. Together, the awardees and their partners are expected to leverage a combined total of \$636 million through other public/private sources and indirectly stimulate another \$3.3 billion in their local economies. FHFA Issues Final Rule on Fannie Mae and Freddie Mac Underserved Markets: On December 13, the Federal Housing Finance Agency (FHFA) released its “Enterprise Duty to Serve Underserved Markets” final rule. Federal statute requires Fannie Mae and Freddie Mac (the Enterprises) to lead and facilitate a secondary market for mortgages on housing for LMI families in three underserved markets: manufactured housing, affordable housing preservation, and rural housing. The Duty to serve requirement was mandated by Congress in 2008, but has yet to be enforced. During this rule’s proposed rulemaking process earlier this year, NAHRO submitted comments commending FHFA for its efforts to expand the Enterprises’ role in preserving our nation’s affordable housing stock, and voiced support for the Enterprises’ resumption in targeted LIHTC equity investments in underserved markets. The final rule allows the Enterprises to provide LIHTC equity in rural areas, subject to FHFA approval, and permits service debt - but not provide equity - on LIHTC investments in non-rural areas. The final rule also encourages Enterprise participation in servicing debt for HUD’s Choice Neighborhoods Initiative and Rental Assistance Demonstration program. The final rule will become effective 30 days after the date of publication in the *Federal Register*.

#### Research & Reports

New Mapping Tool Shows What HUD Investments are in Your Community: On December 6, HUD launched the Community Assessment Reporting Tool (CART) – a new online and mobile-friendly tool that offers the public real-time information on HUD investments across a community. This interactive reference and mapping tool uses geospatial technology to show a variety of property- and grant level detail by city, state, county, metropolitan area, or congressional district levels. According to HUD, CART cuts down the time that it typically takes to generate this information from several days to minutes. CART offers information on many of HUD’s major programs, including: CPD Competitive and Formula Grants; Rental Assistance through HUD’s Multifamily programs; Housing Choice Vouchers and Public Housing properties; Housing Counseling; Signature programs – Promise Zones, Strong Cities Strong Communities and Rental Assistance Demonstration; and Census demographic information.

Toolkit: On December 16, HUD published a new toolkit designed to help communities more effectively address the needs of people experiencing homelessness and other vulnerable populations during a disaster. The toolkit is made up of three related guides that cover comprehensive disaster planning, response, and long-term recovery. The guides provide information and resources to assist emergency planners, community development professionals, homeless service providers, and others with planning and implementing a disaster response and recovery effort that serves all members of their community.

New Report Showcases the New Markets Tax Credit (NMTC) Program: On December 14, the NMTC Coalition released a new report showcasing NMTC success stories from every state and the District of Columbia.

#### Grants & Opportunities

- 2017 AmeriCorps State and National Grants Corporation for National and Community Service: Deadline January 18, 2017.

#### Training & Events

### **Public Housing PIC Reporting Percentage**

All Housing Authorities are required to submit information to HUD through the PIH Information Center (PIC). All transactions processed on the Public Housing Program are submitted on a monthly basis to PIC. HUD requires a monthly reporting rate of 95%. Below is our current reporting rate for the Public Housing program:

Effective Date	Public Housing	Date Collected
12/31/2016	95.10%	01/12/2016

## Housing Choice Voucher Program Report

### Tenant-Based Waitlist

The Housing Choice Voucher-Tenant Based waiting list opened from December 23-25, 2016. A total of 2,419 preliminary applications were received. Additional vouchers were not issued. A total of 58 families are in the process to determine eligibility.

Project-Based Waitlist – The Manor at West Bartow

The Manor at West Bartow waiting list is continuously open.

Project-Based Waitlist – Villas at Lake Bonnet

The Villas at Lake Bonnet waiting list is continuously open.

### Program Information

#### Port Outs

LHA currently has sixteen (16) port-outs in the month of December. Port outs are clients that use their voucher in another jurisdiction.

#### Port Ins

LHA currently has zero (0) active port ins for the month of December. Port-ins are participants that transferred from another housing agency that we are billing for HAP and administrative fees.

#### Lease-up & Movers

As of December 31, 2016, Lakeland Housing Authority issued ten (10) vouchers to movers. We received sixty (60) Requests for Tenancy Approvals during the month of December. We processed seven (7) unit transfer, thirty two (32) initial move-in, and eight (8) port-in.

#### Active Clients

As of December 31, 2016, LHA is servicing 1,355 families on the Housing Choice Voucher program.

<u>Program</u>	<u>Total Vouchers</u>
• <u>Regular Vouchers &amp; Project Based Vouchers</u>	<u>1172</u>
• <u>Mainstream</u>	<u>42</u>
• <u>VASH</u>	<u>63</u>
• <u>Tenant Protection</u>	<u>59</u>
• <u>Port Out</u>	<u>19</u>
<u>Total</u>	<u>1355</u>

**EOP – End of Participation**

LHA processed one (1) EOP's with a date effective the month of December 2016. Below are the reasons for leaving the program:

<u>Reason</u>	<u>Count</u>
• <u>Termination – Criminal</u>	<u>0</u>
• <u>Termination – Unreported income and/or family composition</u>	<u>0</u>
• <u>Left w/out notice</u>	<u>0</u>
• <u>No longer need S/8 Assistance</u>	<u>0</u>
• <u>Deceased</u>	<u>0</u>
• <u>Landlord Eviction</u>	<u>0</u>
• <u>Lease and/or Program Violations non-curable</u>	<u>1</u>
<u>Total</u>	<u>1</u>

PIC Reporting Percentage

All Housing Authorities are required to submit information to HUD through the PIH Information Center (PIC). All transactions processed on the Housing Choice Voucher Program are submitted on a monthly basis to PIC. HUD requires a monthly reporting rate of 95%. Below is our current reporting rate for the Housing Choice Voucher program:

<u>Effective Date</u>	<u>HCV</u>	<u>Date Collected</u>
<u>12/31/2016</u>	<u>99.18%</u>	<u>01/09/2017</u>

General information and activities for the month of December 2016

- The Housing Choice Voucher Department processed one hundred eighty eight (188) annual certifications and eight (8) interim certifications.
- The Inspections Unit conducted a total of one hundred sixty (160) inspections.
- A total of twelve (12) informal hearings were processed during this month.

Repayment Agreements for Unreported Income

<u>11/9/2016</u>	<b>Accumulative October 2016 report</b>	
<b>Total of unreported income that has been identified</b>	\$	<b>119,933.00</b>
<b>Non reponsive</b>	\$	<b>37,020.00</b>
<b>Repayment agreement signed</b>		<b>35,550.00</b>
<b>Pending repayments to be signed</b>	\$	<b>47,363.00</b>
<b>Downpayments received</b>	\$	<b>3,458.67</b>
<b>Lump sum received</b>	\$	<b>521.00</b>
<b>Payments towards agreement</b>		<b>380.58</b>
	\$	<b>4,360.25</b>
	RNP \$	<b>2,180.13</b>
	UNP	<b>2,180.12</b>
	\$	<b>4,360.25</b>

**RECEPTION MONTHLY REPORT 2016****VISITOR'S COUNT RFTA INTERIM CHANGE**

January	760	12	24
February	779	16	52
March	954	18	48
April	803	16	48
May	788	11	46
June	787	17	33
July	835	28	63
August	885	18	73
September	871	24	79
October	892	29	62
November	1018	39	78
December	830	60	8



Reports from the Communities

1. West Lake
2. West Lake Addition
3. Cecil Gober
4. John Wright Homes
5. Carrington Place (Formerly known as Dakota Apartments)
6. Renaissance/Washington Ridge
7. Villas at Lake Bonnet
8. Colton Meadow
9. The Manor at West Bartow

Item	West Lake	West Lake Addition	Cecil Gober	John Wright	Carrington Place	Renaissance	Villas Lake Bonnet	Colton Meadow	Manor at West Bartow
<b>Occupancy</b> <b>99.33%</b> <b>averaged</b>	100%	100%	100%	100%	99%	100%	98%	100%	97%
Down units due to modernization/ Insurance									
Vacant units	0	0	0	0	1	0	2	0	3
Unit inspections	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Building inspections	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Security issues (Insurance claims)	No	No	No	No	No	No	No	No	No
Number of Annual Certifications done	11	9	8	3	2	31	6	5	17
Newsletter distributed	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Community Manager's Name	Vanessa C. Johnson	Vanessa C. Johnson	Vanessa C. Johnson	Vanessa C. Johnson	Lovett Johnson	Lovett Johnson	Catherine Diaz	Jennifer Robinson	Jeannette Figueroa

Monthly residents meeting.
Monthly residents meetings and Tutoring: Weekly; each Wednesday from 4pm to 6pm. Health Fair.
Monthly residents meetings, Taishi Classes, Movies, Art classes for kids, Bingo, Blood Pressure clinic and Tutoring: Weekly; each Wednesday from 4pm to 6pm
Monthly resident meeting.
Monthly resident meeting.
Monthly residents meeting.
Monthly residents meeting.
Monthly residents meeting. FSS Workshop!
Monthly residents meeting. Job Workshop!
Comments:



## Resident Services

### December 2016 Board Report

- West Lake Apartments

Our Computer Lab is open daily, Monday thru Thursday from 10:00am – 2:00pm. It is also open upon request of the residents. A We Care Rep has a direct line that can be reached after hours and on Saturdays if there is a need to access the Lab.

- We Care Services, Inc.

Provided basic computer skill training this month on December 14<sup>th</sup> from 10am- Noon.

- Diamond In The Rough

This Month's Women's Empowerment Workshop hosted by Diamond In The Rough. Tawanta Stanley ministered to the women from the topic "Guard Your Life". Dinner was served and personal ministry took place privately upon request.



- West Lake & John Wright Holiday Pajama Party

West Lake & John Wright families closed this year out with a bang! We had a wonderful time celebrating this holiday season. 96 family members signed in to this event. Pastors Horak, Eli & Sonya from Vida Abundante partnered with us for this event. They did a skit “The Real Meaning of Christmas”. They sang songs and provided gifts to every child in the building. The residents participated with their children in several activities, wreath making, ornament creations and coloring with the toddlers. The party was closed out and the families were sent home with cupcakes, cookies and goodie bags.





- Job Search/Florida ACCESS Center

The Job Search/Florida ACCESS Center continues to provide the opportunity for residents, especially West Lake residents, who are unemployed or underemployed to utilize the computers to search for employment. These same computers are also available for residents to complete the Children and Families Services Florida ACCESS new and/or recertification applications (for eligibility review) to receive food stamps and/or cash assistance.

- Our Senior Connection

Our Senior communities enjoyed a night of jazz at their annual holiday event. TAABU played a variety of songs including Christmas carols, old school jams, Hispanic favorites and a solo was performed by one of our residents. Dinner was catered by Fred's Market. We are grateful to our partners who partnered with us to make this event a success; Well Care, Simply Health Care and Ameri Group. Simply Health Care set up a photo booth with a beautiful holiday backdrop set up to bless our seniors with photo's to remember this joyous occasion. We closed out the night with our annual Socks for Senior distribution.







\*We are currently looking for a contractor to teach Volley Ball @ Colton Meadows, Football @ Carrington Place and Basketball @ West Lake.

### Upcoming Events

Diamond In The Rough  
Women Empowerment Workshop  
West Lake Community Center  
January 5, 2017 @ 5 p.m.

Respectfully,

*Carlos R. Pizarro An*

Carlos R. Pizarro An, Vice-President of Affordable Housing

# **ADMINISTRATION REPORT**

# **ADMINISTRATION REPORT**

◀ **Finance**

◀ **Contracting**

◀ **Development**

◀ **YouthBuild**





TO: Lakeland Housing Authority Board of Commissioners

FROM: Valerie Brown, VP of Administration

DATE: January 19, 2017

RE: December 2016 Financial Statements

I have attached the Statements of Operations, Balance Sheets and Cash Flows for period ending December 25, 2016 for the following entities:

1. Central Office Cost Center (COCC)
2. Housing Choice Voucher Program (Section 8)
3. Public Housing Program (AMP 1)
4. Dakota Park Limited Partnership, LLLP
5. Renaissance at Washington Ridge, Ltd., LLLP
6. Colton Meadow, LLLP
7. Bonnet Shores, LLLP
8. West Bartow Partnership, Ltd., LLLP
9. Hampton Hills (AMP 4)
10. YouthBuild

These statements are unaudited and compiled from LHA Finance.

*Valerie Brown*

Valerie Brown, PMP  
VP of Administration  
Lakeland Housing Authority



## Monthly Statement of Operations Narrative Summary Report

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**RE: For the current month and twelve months (Year to Date) ended December 25, 2016**

### Summary report by Program and/or Property (Partnership)

**Note:** At the time that the financials were produced, staff was still working with the auditors to close the year. Subsequently, all data provided within the Financial Reports dated January 19, 2017 are still subject to change. Year-end financial statement for the five (5) partnerships will not be finalized until the documents have been approved by the auditor and investor. The financials have historically been completed in March so that the properties would remain in compliance with IRS deadlines. Audited financial statements for LHA and its blended component units will not be finalized until September 30, 2017 in accordance with HUD guidelines for public housing authorities with December 31<sup>st</sup> year end.

1. Central Office Cost Center (COCC):
  - A. COCC has a Net Operating Income (NOI) of -\$59,176 for the period and -\$37,133 for the year.
2. Section 8 Housing Choice Voucher (HCV) Program:
  - A. HCV Administration has a NOI of \$320,220 for the year.
3. Public Housing (AMP 1: WestLake Apartments, John Wright Homes and Cecil Gober Villas):
  - A. NOI for the year is -\$40,613 before depreciation.
  - B. Although NOI is negative, it is important to remember that AMP1 funded \$36,775 in uncollected asset management fees that HUD allowed public housing authorities to recover for Calendar Years 2014 – 2016. Additionally, AMP 1's financial statements were negatively impacted by a \$73,433 prior period adjustment. Despite these costs not being budgeted, management staff monitored their budget and self-performed work in an effort to reduce expenses and work towards a break even budget.
  - C. Rental income was 10% higher for the year than budgeted; which also demonstrates that management staff was actively engaged in collecting rents.
4. Dakota Park Limited Partnership, LLLP d/b/a Carrington Place:
  - A. Carrington Place's NOI is -\$20,096 for the year.
  - B. Review of the income statements reveals that staff actively collected rents as rental income is 5% higher for the year than budgeted.
  - C. As with AMP 1, staff must evaluate each individual costs and determine which ones need to be adjusted prior to LHA finalizing its request for 2017 Operating Subsidy to HUD.
5. Renaissance at Washington Ridge LTD., LLLP:
  - A. NOI is \$113,798 for the year, before depreciation.
6. Colton Meadow LLLP:
  - A. The NOI for Colton Meadow is \$75,142 before depreciation.
  - B. The property paid Polk County Housing Developers, Inc. (PCHD) \$35,231 in deferred developer fees. This reduced outstanding deferred developer fees from \$127,415 to **\$92,184**.
7. Bonnet Shores LLLP:
  - A. Villas at Lake Bonnet's NOI is \$33,892 before depreciation.





- B. The property paid PCHD \$70,487 in deferred developer fees. As of December 31, 2016, the Villas at Lake Bonnet have paid PCHD all outstanding deferred developer fees.
  
- 8. The Manor at West Bartow:
  - A. The property has a NOI of \$97,831 before depreciation.
  - B. PCHD received \$50,000 in deferred developer fees. This reduced the balance owed from \$1,364,369 to **\$1,314,369.**
  
- 9. Hampton Hills
  - A. This property has a NOI of -\$149,173.
  - B. The issue is that Hampton Hills did not receive subsidy from HUD during Calendar Year 2016 due to overpayment of subsidy the prior year.
  - C. The loss in asset is due to the sale of four (4) homes during Calendar Year 2016.
  
- 10. YouthBuild
  - A. YouthBuild has a NOI of \$29,231 for the year.

Conclusion: Overall it appears that the year ended positively for most properties and programs. However, a final conclusion cannot be made until the Financial Statements for Year Ended December 31, 2016 are finalized.



**Lakeland Housing Authority  
Central Office Cost Center  
Statement of Operations  
For the Current Month and Twelve Months Ended December 25, 2016**

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance	
Other Tenant Income	750.00	-	750.00	#DIV/0!	1	8,581	-	8,581	#DIV/0!	-
Public Housing & Sec 8 Management Income	45,743	49,019	(3,276)	-6.68%		587,952	539,210	48,742	9.04%	588,229
Other Income	8,882	-	8,882	#DIV/0!	2	70,364	-	70,364	#DIV/0!	-
Grants Salary Cont.(YB-Director)	2,897	1,000	1,897	189.75%		13,897	11,000	2,897	26.34%	12,000
Capital Fund Operations (1406)	-	5,000	(5,000)	-100.00%		55,000	55,000	-	0.00%	60,000
Capital Fund Allocation (1410)	3,000	3,000	-	0.00%		36,000	33,000	3,000	9.09%	36,000
<b>Total Revenue</b>	<b>61,273</b>	<b>58,019</b>	<b>3,254</b>	<b>5.61%</b>		<b>771,794</b>	<b>638,210</b>	<b>133,585</b>	<b>20.93%</b>	<b>696,229</b>
Tenant Services	-	-	-	#DIV/0!		(81)	-	(81)	#DIV/0!	-
Administrative Expenses	117,972	54,844	63,128	115.10%	3	768,276	603,283	164,993	27.35%	658,127
Utility Expense	411	521	(109)	-20.96%	4	6,234	5,726	508	8.88%	6,246
Maintenance Expense	1,267	1,221	45	3.71%	5	15,600	13,436	2,164	16.10%	14,658
General Expenses	736	1,148	(413)	-35.93%		12,660	12,632	28	0.22%	13,781
Financing Expenses	-	-	-	#DIV/0!		1,415	-	1,415	#DIV/0!	-
Total Expense before depreciation	120,386	57,734	62,651	108.52%		804,104	635,077	169,027	26.62%	692,812
<b>Operating Income (Loss) before Depreciation</b>	<b>(59,113)</b>	<b>285</b>	<b>(59,398)</b>	<b>-20859.44%</b>		<b>(32,309)</b>	<b>3,132</b>	<b>(35,442)</b>	<b>-1131.50%</b>	<b>3,417</b>
Depreciation	63	523	-	0.00%		4,824	5,753	(929)	-16.15%	6,276
<b>Total Expense</b>	<b>120,449</b>	<b>58,257</b>	<b>62,651</b>	<b>107.54%</b>		<b>808,928</b>	<b>640,830</b>	<b>168,098</b>	<b>26.23%</b>	<b>699,088</b>
<b>Net Operating Income (Loss)</b>	<b>(59,176)</b>	<b>(238)</b>	<b>(59,398)</b>	<b>24930.96%</b>		<b>(37,133)</b>	<b>(2,621)</b>	<b>(34,513)</b>	<b>1316.91%</b>	<b>- (2,859)</b>

Comments

\*Staff continues to work on closing the year and prepare for the unaudited Financial Data Schedule (FDS) submission to HUD's Real Estate Assessment Center (REAC). Submissions are due on February 28, 2017.

- 1 Variance is due to receipt of HCV processing fees.
- 2 Variance is a result of HUD allowing PHAs to recovery management fees from 2014 and 2015.
- 3 Variance is due to reconciliations associated with year end activities and timing of consultant payments.
- 4 Costs associated with water, electricity, and garbage disposal have been slightly higher than anticipated.
- 5 Variance is a result of costs associated with vehicle repairs and the financial advisor contract.

**Lakeland Housing Authority  
Central Office Cost Center  
Balance Sheet  
December 25, 2016**

**ASSETS**

Unrestricted Cash	
Cash Operating 1	51,913.92
Cash-Payroll	4,704.11
Total Unrestricted Cash	<u>56,618.03</u>
<b>TOTAL CASH</b>	<u>56,618.03</u>
<b>ACCOUNTS AND NOTES RECEIVABLE</b>	
Cash - Vending	1,831.00
A/R-Other	2,552.98
Due from Public Housing General	26,150.63
Due from Polk County Housing	14.47
Due from Arbor Manor LTD	1,529.00
Due from West Lake Management, LLC	-46,210.18
A/R - Youthbuild DOL 2014	64,049.02
A/R - Capital Fund Grants/HUD	-11,300.00
<b>TOTAL DUE FROM</b>	<u>36,063.94</u>
<b>TOTAL ACCOUNTS AND NOTES RECEIVABLE</b>	<u>38,616.92</u>
<b>OTHER CURRENT ASSETS</b>	
Prepaid Expenses and Other Assets	759.63
Prepaid Insurance	9,744.77
<b>TOTAL OTHER CURRENT ASSETS</b>	<u>10,504.40</u>
<b>TOTAL CURRENT ASSETS</b>	<u>105,739.35</u>
<b>NONCURRENT ASSETS</b>	
<b>FIXED ASSETS</b>	
Furniture & Fixtures	11,185.60
Furn, Fixt, & Equip	22,582.84
Accum Depreciation- Misc FF&E	-23,387.06
Intangible Assets	
<b>TOTAL FIXED ASSETS (NET)</b>	<u>10,381.38</u>
<b>TOTAL NONCURRENT ASSETS</b>	<u>10,381.38</u>
<b>TOTAL ASSETS</b>	<u>116,120.73</u>

**LIABILITIES & EQUITY**

<b>LIABILITIES</b>	
A/P Other	-10,265.22
Workers Compensation	0.01
Aflac Payable	3,461.13
Health Insurance Payable	4,521.96
Accrued Payroll & Payroll Taxes	12,564.12
Accrued Audit Fees	3,750.00
Due to Federal Master	2,781,011.56
Due to (17) Renaissance Family Non-ACC	65,458.31
Due to Polk County Developers, Inc.	253,800.00
Accrued Compensated Absences-Current	12,793.07
<b>TOTAL CURRENT LIABILITIES</b>	<u>3,127,094.94</u>
<b>NONCURRENT LIABILITIES</b>	
Accrued Compensated Absences-LT	23,758.55
<b>TOTAL NONCURRENT LIABILITIES</b>	<u>23,758.55</u>
<b>TOTAL LIABILITIES</b>	<u>3,150,853.49</u>
<b>EQUITY</b>	
<b>RETAINED EARNINGS</b>	
Retained Earnings-Unrestricted Net Assets	-3,034,732.76
<b>TOTAL RETAINED EARNINGS:</b>	<u>-3,034,732.76</u>
<b>TOTAL EQUITY</b>	<u>-3,034,732.76</u>
<b>TOTAL LIABILITIES AND EQUITY</b>	<u>116,120.73</u>

**Lakeland Housing Authority  
Central Office Cost Center  
Changes in Cash**

**For the Current Month and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	114,355.21	51,913.92	-62,441.29
Cash-Payroll	0.04	4,704.11	4,704.07
Cash Operating 3	0.00	0.00	0.00
Negative Cash LHA Master	0.00	0.00	0.00
Negative Cash COCC Master	0.00	0.00	0.00
Cash - Vending	1,831.00	1,831.00	0.00
<b>Total Cash</b>	<b>116,186.25</b>	<b>58,449.03</b>	<b>-57,737.22</b>
<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	0.00	94,932.82	94,932.82
Cash-Payroll	0.00	4,704.11	4,704.11
Cash Operating 3	0.00	0.00	0.00
Negative Cash LHA Master	0.00	0.00	0.00
Negative Cash COCC Master	0.00	0.00	0.00
Cash - Vending	0.00	1,831.00	1,831.00
<b>Total Cash</b>	<b>0.00</b>	<b>101,467.93</b>	<b>101,467.93</b>

**Lakeland Housing Authority**  
**Section 8 Housing Choice Voucher Program**  
**Statement of Operations - Program Administration**  
**For the Current and Twelve Months Ended December 25, 2016**

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$Variance	% Variance	
Section 8 Admin Grant Revenue	118,494	73,774	44,720	60.62%	1	1,039,928	885,293	154,634	17.47%	885,293
Other Income	16,894	-	16,894	#DIV/0!		47,120	-	47,120	#DIV/0!	-
<b>Total Revenue</b>	<b>135,388</b>	<b>73,774</b>	<b>61,613</b>	<b>83.52%</b>		<b>1,087,048</b>	<b>885,293</b>	<b>201,754</b>	<b>22.79%</b>	<b>885,293</b>
Administrative Expenses	68,277	71,327	(3,049)	-4.28%	2	739,694	855,922	(116,228)	-13.58%	855,922
Utility Expense	411	493	(81)	-16.53%		6,234	5,915	319	5.40%	5,915
Maintenance Expense	338	1,404	(1,066)	-75.92%		16,962	16,850	112	0.66%	16,850
General Expenses (Insurance, etc.)	130	130	(0)	0.00%		(186)	1,564	(1,750)	-111.91%	1,564
Total Expense before Depreciation	69,157	73,354	(4,197)	-5.72%		762,704	880,251	(117,547)	-13.35%	880,251
<b>Operating Income (Loss) before Depreciation</b>	<b>66,230</b>	<b>420</b>	<b>65,810</b>	<b>15662.50%</b>		<b>324,344</b>	<b>5,042</b>	<b>319,302</b>	<b>6332.67%</b>	<b>5,042</b>
Depreciation	344	344	0			4,124	4,124	0		4,124
<b>Total Expense</b>	<b>69,501</b>	<b>73,698</b>	<b>(4,197)</b>	<b>-5.69%</b>		<b>766,828</b>	<b>884,375</b>	<b>(117,547)</b>	<b>-13.29%</b>	<b>884,375</b>
<b>Net Operating Income (Loss)</b>	<b>65,887</b>	<b>77</b>	<b>65,810</b>	<b>85998.35%</b>		<b>320,220</b>	<b>918</b>	<b>319,302</b>	<b>34770.95%</b>	<b>918</b>

**Lakeland Housing Authority**  
**Section 8 Housing Choice Voucher Program**  
**Statement of Operations - Housing Assistance Payments (HAP)**  
**For the Current and Twelve Months Ended December 25, 2016**

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$Variance	% Variance	
Section 8 HAP Grant Revenue	1,441,702	725,885	715,817	98.61%		9,533,539	8,710,623	822,916	9.45%	8,710,623
Port In HAP Reimbursements Received	-	-	-	#DIV/0!		-	-	-	#DIV/0!	-
Other income	3,812	513	16,381	0.00%		11,597	6,153	5,444	0.00%	6,153
<b>Total Revenue</b>	<b>1,445,514</b>	<b>726,398</b>	<b>719,116</b>	<b>99.00%</b>		<b>9,545,136</b>	<b>8,716,776</b>	<b>828,360</b>	<b>9.50%</b>	<b>8,716,776</b>
Housing Assistance Payments	709,696	689,082	20,614	2.99%		8,517,017	8,268,984	248,032	3.00%	8,268,984
Tenant Utility Reimbursement	27,803	23,673	4,130	17.45%		284,962	284,073	889	0.31%	284,073
Port Out HAP Payments	16,753	6,402	10,351	161.68%	3	181,213	76,824	104,389	135.88%	76,824
FSS Escrow Payments	(3,449)	5,883	(9,333)	-158.63%	4	(24,117)	70,598	(94,715)	-134.16%	70,598
<b>Total Expense</b>	<b>750,803</b>	<b>725,040</b>	<b>25,763</b>	<b>3.55%</b>		<b>8,959,074</b>	<b>8,700,479</b>	<b>258,596</b>	<b>2.97%</b>	<b>8,700,479</b>
<b>Net Operating Income (Loss)</b>	<b>694,712</b>	<b>1,358</b>	<b>693,354</b>	<b>0.00%</b>		<b>586,062</b>	<b>16,297</b>	<b>569,765</b>	<b>0.00%</b>	<b>16,297</b>

Comments

\*Staff continues to work on closing the year and prepare for the unaudited Financial Data Schedule (FDS) submission to HUD's Real Estate Assessment Center (REAC). Submissions are due on February 28, 2017.

- 1 Variance is due to grant revenue being higher than budgeted for the year.
- 2 Costs remain below budget for the year due to timing of the two (2) coordinator positions.
- 3 Variance is due to clients porting their vouchers to other housing agencies.
- 4 Variance is due to FSS forfeitures and adjustments.

**Lakeland Housing Authority**  
**Section 8 Housing Choice Voucher Program**  
**Balance Sheet**  
**as of December 25, 2016**

<b>ASSETS</b>		<b>LIABILITIES &amp; EQUITY</b>	
Unrestricted Cash		A/P Vendors and Contractors	-73,960.46
Cash Operating 1	43,402.85	Accrued Payroll & Payroll Taxes	7,467.41
Cash-Payroll	5,403.19	Accrued Audit Fees	31,305.05
Cash Operating 2B	1,164,595.57	Due to Federal Master	180,561.29
Total Unrestricted Cash	1,213,401.61	Tenant Prepaid Rents	13,160.43
Restricted Cash		State of FL Unclaimed Funds	33,224.76
Cash Restricted - FSS Escrow	98,962.87	Accrued Compensated Absences-Current	4,100.71
Total Restricted Cash	98,962.87	<b>TOTAL CURRENT LIABILITIES</b>	<b>195,859.19</b>
<b>TOTAL CASH</b>	<b>1,312,364.48</b>		
ACCOUNTS AND NOTES RECEIVABLE		NONCURRENT LIABILITIES	
A/R-Tenants	26,352.06		
AR-TPA/Fraud Recovery	43,400.60	Accrued Compensated Absences-LT	7,615.60
A/R WF Dec ACH	9,064.84	FSS Due to Tenant Long Term	98,986.10
A/R-HUD	-40,201.52	<b>TOTAL NONCURRENT LIABILITIES</b>	<b>106,601.70</b>
A/R-Other Government	1,688.68		
<b>TOTAL ACCOUNTS AND NOTES RECEIVABLE</b>	<b>40,304.66</b>		
OTHER CURRENT ASSETS			
Prepaid Insurance	1,565.04		
Prepaid Software Licenses	8,253.75		
<b>TOTAL OTHER CURRENT ASSETS</b>	<b>9,818.79</b>		
<b>TOTAL CURRENT ASSETS</b>	<b>1,362,487.93</b>	<b>TOTAL LIABILITIES</b>	<b>302,460.89</b>
NONCURRENT ASSETS		EQUITY	
FIXED ASSETS			
Furniture & Fixtures	26,461.08	RETAINED EARNINGS	
Accum Depreciation- Misc FF&E	-24,256.97	Retained Earnings-Unrestricted Net Assets	1,064,637.15
Intangible Assets		<b>TOTAL RETAINED EARNINGS:</b>	<b>1,064,637.15</b>
<b>TOTAL FIXED ASSETS (NET)</b>	<b>2,204.11</b>		
Non-Dwelling Equipment	2,406.00	<b>TOTAL EQUITY</b>	<b>1,064,637.15</b>
<b>TOTAL NONCURRENT ASSETS</b>	<b>4,610.11</b>		
<b>TOTAL ASSETS</b>	<b>1,367,098.04</b>	<b>TOTAL LIABILITIES AND EQUITY</b>	<b>1,367,098.04</b>



**Lakeland Housing Authority**  
**Section 8 Housing Choice Voucher Program**  
**Changes in Cash**

**For the Current and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	60,484.40	43,402.85	-17,081.55
Cash-Payroll	0.00	5,403.19	5,403.19
Cash Operating 2B	444,579.85	1,164,595.57	720,015.72
Cash Operating 3	0.00	0.00	0.00
Negative Cash LHA Master	0.00	0.00	0.00
Negative Cash S8	0.00	0.00	0.00
Port Ins	0.00	0.00	0.00
Cash Restricted - FSS Escrow	102,893.34	98,962.87	-3,930.47
Accrued FSS Escrow	0.00	0.00	0.00
<b>Total Cash</b>	<b>607,957.59</b>	<b>1,312,364.48</b>	<b>704,406.89</b>

<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	53,835.00	43,402.85	-10,432.15
Cash-Payroll	0.00	5,403.19	5,403.19
Cash Operating 2B	-14,937.00	1,164,595.57	1,179,532.57
Cash Operating 3	44,388.84	0.00	-44,388.84
Negative Cash LHA Master	0.00	0.00	0.00
Negative Cash S8	0.00	0.00	0.00
Port Ins	0.00	0.00	0.00
Cash Restricted - FSS Escrow	143,419.41	98,962.87	-44,456.54
Accrued FSS Escrow	0.00	0.00	0.00
<b>Total Cash</b>	<b>226,706.25</b>	<b>1,312,364.48</b>	<b>1,085,658.23</b>

**Lakeland Housing Authority**  
**Public Housing (AMP 1)**  
**Statement of Operations**  
**For the Current and Twelve Months Ended December 25, 2016**

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance	
Rental Income	26,837	24,190	2,647	10.94%	1	322,026	290,285	31,741	10.93%	290,285
Other Tenant Income	398	1,085	(687)	-63.29%	2	10,770	13,018	(2,247)	-17.26%	13,018
Government Subsidy Income	62,366	57,796	4,570	7.91%		698,960	693,557	5,404	0.78%	693,557
Interest Income Restricted	6,312	2,820	3,492	123.80%	3	120,318	33,844	86,474	255.50%	33,844
Other Income	29,475	30	29,445	98151.20%	4	48,013	360	47,653	13236.97%	360
<b>Total Revenue</b>	<b>125,389</b>	<b>85,922</b>	<b>39,467</b>	<b>45.93%</b>		<b>1,200,088</b>	<b>1,031,064</b>	<b>169,024</b>	<b>16.39%</b>	<b>1,031,064</b>
Administrative Expenses	65,203	41,763	23,440	56.13%	5	623,152	501,156	121,996	24.34%	501,156
Tenant Services Expenses	674	761	(87)	-11.41%	6	3,431	9,128	(5,697)	-62.41%	9,128
Utility Expense	9,903	7,998	1,904	23.81%	7	108,245	95,981	12,264	12.78%	95,981
Maintenance and Development Expense	53,924	26,432	27,492	104.01%	8	367,343	317,183	50,159	15.81%	317,183
General Expenses	1,142	6,384	(5,242)	-82.11%	9	107,512	76,608	30,904	40.34%	76,608
Housing Assistance Payments	2,864	2,500	364	14.56%		31,018	30,000	1,018	3.39%	30,000
Transfer Out	-	-	-	#DIV/0!		-	-	-	#DIV/0!	-
Operating expense before Depreciation	133,710	85,838	47,872	55.77%		1,240,701	1,030,057	210,644	20.45%	1,030,057
<b>Net Operating Income (Loss)</b>	<b>(8,322)</b>	<b>84</b>	<b>(8,406)</b>	<b>-10017.79%</b>		<b>(40,613)</b>	<b>1,007</b>	<b>(41,620)</b>	<b>-4133.53%</b>	<b>1,007</b>
Depreciation	697,908	44,611	653,297	1464.42%		697,908	535,336	162,572	30.37%	535,336
Capital Replacement Items	-	-	-	#DIV/0!		800	-	800	#DIV/0!	-
<b>Total Expenses</b>	<b>831,618</b>	<b>130,449</b>	<b>701,169</b>	<b>537.50%</b>		<b>1,939,408</b>	<b>1,565,393</b>	<b>374,016</b>	<b>23.89%</b>	<b>1,565,393</b>
<b>Net Income (Loss)</b>	<b>(706,230)</b>	<b>(44,527)</b>	<b>(661,702)</b>	<b>1486.06%</b>		<b>(739,321)</b>	<b>(534,329)</b>	<b>(204,992)</b>	<b>38.36%</b>	<b>(534,329)</b>

**Comments**

\* Staff continues to work on closing the year and prepare for the unaudited Financial Data Schedule (FDS) submission to HUD's Real Estate Assessment Center (REAC). Submissions are due on February 28, 2017.

- 1 177 Public Housing units (West Lake Apartments, Cecil Gober Villas and John Wright Homes). Collection of rental income has been higher than anticipated.
- 2 Variance is due to residents not forfeiting their security deposits. Additionally, there were less damages to units.
- 3 Variance is due to interest received on mortgages for Colton Meadow and Villas at Lake Bonnet.
- 4 Variance is a result of the sale of two vehicles (1988 Chevrolet Step Van Truck and 2005 Mercury Montego).
- 5 Administrative expenses are over budget due to HUD allowing PHAs to recover missed management fees from calendar years 2014 and 2015.
- 6 Tenant services expenses are under budget due to expenses associated with the Citywide Resident Organization being less than budgeted.
- 7 Utility expenses continue to be over budget due to overages in water, electricity, garbage/trash removal, and sewer costs.
- 8 Costs associated with health/life insurance, compensated absences, workers compensation, and vehicle repairs have caused maintenance expenses to be over budget.
- 9 Over runs in general liability insurance and reduction in rental income are the reasons why these expenses were over budget for the year.

**Lakeland Housing Authority**  
**Public Housing (AMP 1)**  
**Balance Sheet**  
**December 25, 2016**

<b>ASSETS</b>		<b>LIABILITIES &amp; EQUITY</b>
<b>CASH</b>		<b>CURRENT LIABILITIES</b>
Unrestricted Cash		A/P Vendors and Contractors
Cash Operating 1	1,146,422.99	Tenant Security Deposits
Cash-Payroll	1,937.65	Security Deposit-Pet
Petty Cash	500.00	Accrued Payroll & Payroll Taxes
Petty Cash Public Housing	300.00	Accrued PILOT
Total Unrestricted Cash	1,149,160.64	Accrued Audit Fees
Restricted Cash		Due to Federal Master
Cash Restricted-Security Deposits	52,263.00	Due to YB-2014
Cash Restricted - FSS Escrow	16,173.40	HOPE VI Funds on Hand
Total Restricted Cash	68,436.40	Due to LPHC General
		Due to Magnolia Pointe
<b>TOTAL CASH</b>	<b>1,217,597.04</b>	Due to Central Office Cost Center
		Resident Participation Funds - LHA
		Tenant Prepaid Rents
		Accrued Compensated Absences-Current
		<b>TOTAL CURRENT LIABILITIES</b>
<b>ACCOUNTS AND NOTES RECEIVABLE</b>		<b>648,272.29</b>
A/R-Tenants	2,914.02	
Allowance for Doubtful Accounts-Tenants	-546.34	<b>NONCURRENT LIABILITIES</b>
AR-TPA/Fraud Recovery	24,540.88	Accrued Compensated Absences-LT
Due from Commercial Lot	9,533.28	FSS Due to Tenant Long Term
Due from West Lake	-58,691.57	<b>TOTAL NONCURRENT LIABILITIES</b>
Due from West Lake Addition	-99,207.15	<b>22,446.56</b>
Due from John Wright Homes	-17,255.81	<b>TOTAL LIABILITIES</b>
Due from Cecil Gober	-121,798.30	<b>670,718.85</b>
Due from Paul Colton	243.75	
Due from Arbor Manor	1,697.24	
Due from Hampton Hills	2,027.61	
Due from Polk County Housing	61.25	
Due from Arbor Manor LTD	188.49	
Due from West Lake Management, LLC	124,711.11	
A/R - Capital Fund Grants/HUD	4,177.24	
Due from Development-General	448,653.03	
Due from Development-Williamstown	1,483.34	
Due From Public Housing Reserve	96,080.97	
Due From FSS	46,968.83	
Due from Section 8 HCV	180,561.29	
Due from Central Office Cost Center	2,770,349.85	
<b>TOTAL DUE FROM</b>	<b>3,389,784.45</b>	
Lakeridge Homes 3rd Mortgage	251,000.00	
Lakeridge Homes 2nd Mortgage	52,000.00	
Colton Meadow Mortgage	450,845.00	
Villas at Lake Bonnet Mortgage	1,009,877.00	
A/R Villas at Lake Bonnet Mort. Interest	303,529.00	
<b>TOTAL ACCOUNTS AND NOTES RECEIVABLE</b>	<b>5,483,944.01</b>	
<b>OTHER CURRENT ASSETS</b>		
Eviction Escrow Acct.	1,000.00	
Prepaid Expenses and Other Assets	1,940.40	
Prepaid Insurance	64,374.18	
Prepaid Software Licenses	3,815.37	
Insurance Deposit	37,400.00	
Utility Deposit - Electric	2,600.00	
<b>TOTAL OTHER CURRENT ASSETS</b>	<b>111,129.95</b>	
<b>TOTAL CURRENT ASSETS</b>	<b>6,812,671.00</b>	
<b>NONCURRENT ASSETS</b>		
<b>FIXED ASSETS</b>		
Land	1,466,869.23	
Buildings	388,223.77	
Machinery & Equipment	6,687.73	
Automobiles	159,823.35	
Site Improvement-Infrastructure	582,079.00	
Accum Depreciation-Buildings	-10,464,636.70	
Accum Depreciation- Misc FF&E	-167,291.05	
Accum Depreciation-Infrastructure	-582,453.00	
Intangible Assets		
<b>TOTAL FIXED ASSETS (NET)</b>	<b>-8,610,697.67</b>	
Fees & Costs - Architect & Engineering	72,255.82	
Site Improvement	3,945,759.65	
Dwelling Structures	5,116,103.47	
Dwelling Equipment	26,717.87	
Non-Dwelling Structures	557,171.67	
Non-Dwelling Equipment	666,978.82	
<b>TOTAL NONCURRENT ASSETS</b>	<b>1,774,289.63</b>	
<b>TOTAL ASSETS</b>	<b>8,586,960.63</b>	
		<b>EQUITY</b>
		<b>RETAINED EARNINGS</b>
		Invested in Capital Assets-Net of Debt
		Retained Earnings-Unrestricted Net Assets
		<b>TOTAL RETAINED EARNINGS:</b>
		<b>7,916,241.78</b>
		<b>TOTAL EQUITY</b>
		<b>7,916,241.78</b>
		<b>TOTAL LIABILITIES AND EQUITY</b>
		<b>8,586,960.63</b>

**Lakeland Housing Authority  
Public Housing (AMP 1)  
Changes in Cash**

**For the Current and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	1,230,073.39	1,146,422.99	-83,650.40
Cash-Payroll	0.00	1,937.65	1,937.65
Negative Cash LHA Master	0.00	0.00	0.00
Cash Restricted-Security Deposits	51,613.00	52,263.00	650.00
Cash Restricted - FSS Escrow	16,173.40	16,173.40	0.00
Cash - Vending	0.00	0.00	0.00
Accrued FSS Escrow	0.00	0.00	0.00
<b>Total Cash</b>	<b>1,297,859.79</b>	<b>1,216,797.04</b>	<b>-81,062.75</b>
<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	1,170,543.59	1,146,422.99	-24,120.60
Cash-Payroll	0.00	1,937.65	1,937.65
Negative Cash LHA Master	0.00	0.00	0.00
Cash Restricted-Security Deposits	49,783.00	52,263.00	2,480.00
Cash Restricted - FSS Escrow	17,349.40	16,173.40	-1,176.00
Cash - Vending	0.00	0.00	0.00
Accrued FSS Escrow	0.00	0.00	0.00
<b>Total Cash</b>	<b>1,237,675.99</b>	<b>1,216,797.04</b>	<b>-20,878.95</b>

**Lakeland Housing Authority  
Dakota Park Limited Partnership, LLLP  
d/b/a Carrington Place  
Statement of Operations  
For the Current and Twelve Months Ended December 25, 2016**

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance	
Rental Income	11,440	11,226	214	1.91%	1	142,325	134,712	7,613	5.65%	134,712
Other Tenant Income	125	1,151	(1,026)	-89.14%	2	7,360	13,814	(6,454)	-46.72%	13,814
Government Subsidy	6,671	6,449	222	3.45%		74,762	77,385	(2,623)	-3.39%	77,385
Other Income	-	1	(1)	-100.00%	3	3,441	12	3,429	28576.00%	12
<b>Total Revenue</b>	<b>18,236</b>	<b>18,827</b>	<b>(591)</b>	<b>-3.14%</b>		<b>227,888</b>	<b>225,922</b>	<b>1,966</b>	<b>0.87%</b>	<b>225,922</b>
Administrative Expenses	7,155	6,010	1,145	19.05%		74,529	72,123	2,406	3.34%	72,123
Tenant Services Expense	7	104	(97)	-92.82%	4	489	1,250	(761)	-60.88%	1,250
Utility Expense	1,618	1,698	(80)	-4.71%	4	17,534	20,379	(2,844)	-13.96%	20,379
Maintenance Expense	4,194	4,702	(507)	-10.79%	4	40,680	56,419	(15,739)	-27.90%	56,419
General Expenses	2,389	2,139	250	11.70%	5	38,672	25,663	13,009	50.69%	25,663
Housing Assistance Payments	528	1,324	(796)	-60.13%	4	6,683	15,890	(9,207)	-57.94%	15,890
Financing Expenses	7,386	5,437	1,949	35.84%		69,396	65,245	4,151	6.36%	65,245
Operating Expenses before Depreciation	23,277	21,414	1,863	8.70%		247,984	256,970	(8,986)	-3.50%	256,970
<b>Net Operating Income (Loss)</b>	<b>(5,042)</b>	<b>(2,587)</b>	<b>(2,454)</b>	<b>94.86%</b>	6	<b>(20,096)</b>	<b>(31,047)</b>	<b>10,952</b>	<b>-35.27%</b>	<b>(31,047)</b>
Depreciation & Amortization	2,082	2,199	(117)	-5.33%		26,878	26,386	493	1.87%	26,386
Capital Replacement Items	-	942	(942)	-100.00%		1,540	11,306	(9,766)	-86.37%	11,306
Reimburse Replacement Reserves	-	(942)	942	-100.00%		-	(11,306)	11,306	-100.00%	(11,306)
<b>Total Expense</b>	<b>25,359</b>	<b>23,613</b>	<b>1,746</b>	<b>7.39%</b>		<b>276,403</b>	<b>283,356</b>	<b>(6,953)</b>	<b>-2.45%</b>	<b>283,356</b>
<b>Net Income (Loss)</b>	<b>(7,123)</b>	<b>(4,786)</b>	<b>(2,337)</b>	<b>48.83%</b>	6	<b>(48,515)</b>	<b>(57,433)</b>	<b>8,918</b>	<b>-15.53%</b>	<b>(57,433)</b>

Comments

\*Staff continues to work with the auditors to close the year. The first draft of 2016 financial statements are due on Friday, January 20, 2017.

- 1 Consists of 20 Low Income and 20 Tax Credit apartment units. Overall rental income has remained consistent with the budget.
- 2 Variance reflects less damage to units.
- 3 Variance is due to a charge-off and year end reconciliations.
- 4 Variance reflects expenses that are less than the budget.
- 5 Variance is due to costs associated with insurance, taxes, and reduction in rental income being higher than anticipated.
- 6 NOI is presently negative for the year. Accordingly, staff must evaluate the costs and determine which ones needed to be adjusted prior to LHA finalizing its request for 2017 Operating Subsidy to HUD. Submissions are due on February 7, 2017.

**Lakeland Housing Authority**  
**Dakota Park Limited Partnership, LLLP**  
**d/b/a Carrington Place**  
**Balance Sheet**  
**as of December 25, 2016**

**ASSETS**

Unrestricted Cash	
Cash Operating 1	-8,562.16
Cash-Payroll	<u>485.02</u>
Total Unrestricted Cash	-8,077.14
Restricted Cash	
Cash Restricted-Security Deposits	9,986.00
Cash Restricted-Reserve for Replacement	<u>19,826.40</u>
Total Restricted Cash	29,812.40
TOTAL CASH	<u>21,735.26</u>

ACCOUNTS AND NOTES RECEIVABLE

A/R-Tenants	3,646.18
Allowance for Doubtful Accounts-Tenants	<u>-138.00</u>
TOTAL DUE FROM	<u>0.00</u>
TOTAL ACCOUNTS AND NOTES RECEIVABLE	<u>3,508.18</u>

OTHER CURRENT ASSETS

Eviction Escrow Acct.	500.00
Prepaid Expenses and Other Assets	531.65
Prepaid Insurance	19,413.66
Prepaid Software Licenses	505.70
Utility Deposit	<u>7,060.00</u>
TOTAL OTHER CURRENT ASSETS	<u>28,011.01</u>
TOTAL CURRENT ASSETS	<u>53,254.45</u>

NONCURRENT ASSETS

FIXED ASSETS

Land	34,672.00
Buildings	892,048.00
Building Improvements	7,295.00
Accum Depreciation-Buildings	-112,026.71
Intangible Assets	
Loan Costs	28,340.90
Compliance Fees	1,640.00
Monitoring Fees	41,744.00
AA Compliance Fees	-1,543.00
AA Monitoring Fees	-29,224.00
AA Loan Costs	<u>-14,825.00</u>
TOTAL FIXED ASSETS (NET)	<u>848,121.19</u>
TOTAL NONCURRENT ASSETS	<u>848,121.19</u>
TOTAL ASSETS	<u>901,375.64</u>

**LIABILITIES & EQUITY**

CURRENT LIABILITIES

Tenant Security Deposits	10,001.00
Accrued Interest - HOPE VI	515,893.30
Accrued - Developer Fee	149,859.50
Accrued Interest Payable	1,673.00
Accrued Payroll & Payroll Taxes	519.41
Accrued Audit Fees	13,950.00
Due to (15) Renaissance Senior Public Housin	7,961.49
Due to (17) Renaissance Family Non-ACC	36,226.34
Tenant Prepaid Rents	<u>-854.19</u>
TOTAL CURRENT LIABILITIES	<u>735,229.85</u>

NONCURRENT LIABILITIES

Due to Partner	19,033.64
Due to GP	84,778.00
Due to LP	21,142.00
Permanent Loan - HOPE VI	714,591.00
Permanent Loan - SunTrust	344,875.90
Permanent Loan - LHA	<u>101,380.00</u>
TOTAL NONCURRENT LIABILITIES	<u>1,285,800.54</u>

TOTAL LIABILITIES

2,021,030.39

EQUITY

CONTRIBUTED CAPITAL

Capital - LP	-1,219,110.00
Capital - GP2	<u>240,496.13</u>
TOTAL CONTRIBUTED CAPITAL	<u>-978,613.87</u>

RETAINED EARNINGS

Retained Earnings-Unrestricted Net Assets	<u>-141,040.88</u>
TOTAL RETAINED EARNINGS:	<u>-141,040.88</u>

TOTAL EQUITY

-1,119,654.75

TOTAL LIABILITIES AND EQUITY

901,375.64

**Lakeland Housing Authority  
Dakota Park Limited Partnership, LLLP  
d/b/a Carrington Place  
Changes in Cash  
For the Current and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	10,171.10	-8,562.16	-18,733.26
Cash-Payroll	0.00	485.02	485.02
Negative Cash LHA Master	0.00	0.00	0.00
Cash Restricted-Security Deposits	10,301.00	9,986.00	-315.00
Cash Restricted - FSS Escrow	0.00	0.00	0.00
Cash Restricted-Reserve for Replacement	19,159.73	19,826.40	666.67
Cash Restricted - Escrow	0.00	0.00	0.00
Restricted Cash - Partnership Devmt	0.00	0.00	0.00
Dakota Working Cap Resv	0.00	0.00	0.00
<b>Total Cash</b>	<b>39,631.83</b>	<b>21,735.26</b>	<b>-17,896.57</b>

<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	3,654.17	-8,562.16	-12,216.33
Cash-Payroll	0.00	485.02	485.02
Negative Cash LHA Master	0.00	0.00	0.00
Cash Restricted-Security Deposits	10,650.00	9,986.00	-664.00
Cash Restricted - FSS Escrow	0.00	0.00	0.00
Cash Restricted-Reserve for Replacement	21,305.72	19,826.40	-1,479.32
Cash Restricted - Escrow	0.00	0.00	0.00
Restricted Cash - Partnership Devmt	0.00	0.00	0.00
Dakota Working Cap Resv	0.00	0.00	0.00
<b>Total Cash</b>	<b>35,609.89</b>	<b>21,735.26</b>	<b>-13,874.63</b>

**Lakeland Housing Authority**  
**Renaissance at Washington Ridge Ltd., LLLP**  
**Statement of Operations**  
**For the Current and Twelve Months Ended December 25, 2016**

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance	
Rental Income	57,387	59,343	(1,956)	-3.30%	1	702,767	712,114	(9,346)	-1.31%	712,114
Other Tenant Income	4,530	2,182	2,349	107.64%		24,833	26,182	(1,349)	-5.15%	26,182
Government Subsidy	30,800	24,601	6,199	25.20%	2	345,254	295,208	50,046	16.95%	295,208
Other Income	618	176	442	0.00%		74,785	2,110	72,676	0.00%	2,110
<b>Total Revenue</b>	<b>93,335</b>	<b>86,301</b>	<b>7,034</b>	<b>8.15%</b>		<b>1,147,639</b>	<b>1,035,613</b>	<b>112,026</b>	<b>10.82%</b>	<b>1,035,613</b>
Administrative Expenses	50,338	28,013	22,324	79.69%	3	355,732	336,159	19,573	5.82%	336,159
Tenant Services	809	250	559	223.73%	4	2,926	3,000	(74)	-2.47%	3,000
Utility Expense	3,800	5,949	(2,149)	-36.12%	5	81,490	71,389	10,101	14.15%	71,389
Maintenance Expense	51,309	26,466	24,844	93.87%	6	332,360	317,586	14,774	4.65%	317,586
General Expenses	9,120	6,812	2,308	33.88%	7	87,665	81,745	5,920	7.24%	81,745
Housing Assistance Payments	1,281	5,485	(4,204)	-76.65%	8	16,890	65,824	(48,934)	-74.34%	65,824
Financing Expenses	10,774	13,192	(2,419)	-18.33%		156,778	158,308	(1,530)	-0.97%	158,308
Operating Expense before Depreciation	127,431	86,168	41,264	47.89%		1,033,841	1,034,012	(171)	-0.02%	1,034,012
<b>Net Operating Income (Loss)</b>	<b>(34,097)</b>	<b>133</b>	<b>(34,230)</b>	<b>-25652.77%</b>		<b>113,798</b>	<b>1,601</b>	<b>112,197</b>	<b>7006.93%</b>	<b>1,601</b>
Depreciation & Amortization	54,937	60,979	(6,042)	-9.91%		700,641	731,748	(31,107)	-4.25%	731,748
Capital Replacement Items	1,127	5,869	(4,742)	-80.80%		9,426	70,424	(60,998)	-86.62%	70,424
Reimburse Replacement Reserves	-	(5,869)	5,869	-100.00%		-	(70,424)	70,424	-100.00%	(70,424)
<b>Total Expense</b>	<b>183,496</b>	<b>147,147</b>	<b>36,349</b>	<b>24.70%</b>		<b>1,743,907</b>	<b>1,765,760</b>	<b>(21,852)</b>	<b>-1.24%</b>	<b>1,765,760</b>
<b>Net Income (Loss)</b>	<b>(90,161)</b>	<b>(60,846)</b>	<b>(29,315)</b>	<b>48.18%</b>		<b>(596,268)</b>	<b>(730,147)</b>	<b>133,879</b>	<b>-18.34%</b>	<b>(730,147)</b>

**Comments**

\*Staff continues to work with the auditors to close the year. The first draft of 2016 financial statements are due on Friday, January 27, 2017.

- 1 Consists of 109 low and moderate income family and senior apartment units and 87 Tax Credit units. Overall rental income has remained consistent with the budget.
- 2 Operating subsidy was higher than anticipated.
- 3 Although administrative expenses were over budget for the period, they remained within budget for year-to-date.
- 4 Tenant services were higher for the period due to the various activities that management hosted for residents during the holidays. However, costs remained within budget for the year.
- 5 Variance within utility costs is due to water, garbage/trash removal, and sewer being higher than budgeted.
- 6 Although maintenance expenses were higher than budgeted for the period, they remained within budget for the year.
- 7 General expenses are over budget due to costs associated with reduction in rental income and insurance.
- 8 Tenant utility payments have been lower than budgeted.



**Lakeland Housing Authority**  
**Renaissance at Washington Ridge Ltd., LLLP**

**Balance Sheet**

**December 25, 2016**

**ASSETS**

Unrestricted Cash	
Cash Operating 1	318,016.11
Cash-Payroll	1,122.31
Petty Cash	300.00
Total Unrestricted Cash	<u>319,438.42</u>
Restricted Cash	
Cash Restricted-Security Deposits	50,677.48
Cash Restricted - FSS Escrow	7,590.00
Cash Restricted-Reserve for Replacement	172,900.83
Restricted Cash - Partnership Devmt	1,179.16
Restricted Cash - OA Reserve	76,215.57
Restricted Cash - AA Reserve	46,966.45
Investment 1	255,196.84
Investment 2	254,525.43
Total Restricted Cash	<u>865,251.76</u>
<b>TOTAL CASH</b>	<u><b>1,184,690.18</b></u>

**ACCOUNTS AND NOTES RECEIVABLE**

A/R-Tenants	3,025.79
Allowance for Doubtful Accounts-Tenants	-620.18
AR-TPA/Fraud Recovery	-500.00
Due from Dakota Park PH	7,961.49
Due from Dakota Park Non-ACC	36,226.34
Due from Central Office Cost Center	65,458.31
<b>TOTAL DUE FROM</b>	<u><b>109,646.14</b></u>
<b>TOTAL ACCOUNTS AND NOTES RECEIVABLE</b>	<u><b>111,551.75</b></u>

**OTHER CURRENT ASSETS**

Eviction Escrow Acct.	1,000.00
Prepaid Expenses and Other Assets	4,945.95
Prepaid Insurance	77,585.73
Prepaid Software Licenses	3,403.50
Utility Deposit - Electric	20,500.00
<b>TOTAL OTHER CURRENT ASSETS</b>	<u><b>107,435.18</b></u>
<b>TOTAL CURRENT ASSETS</b>	<u><b>1,403,677.11</b></u>

**NONCURRENT ASSETS**

**FIXED ASSETS**

Buildings	21,088,272.28
Building Improvements	26,958.86
Machinery & Equipment	150,483.39
Furniture & Fixtures	596,259.09
Site Improvement-Infrastructure	2,382,356.15
Accum Depreciation-Buildings	-6,753,162.60
Accum Depreciation- Misc FF&E	-856,446.10
Accum Depreciation-Infrastructure	-1,528,810.70
Intangible Assets	
Loan Costs	137,065.70
Compliance Fees	100.00
Monitoring Fees	131,658.00
AA Compliance Fees	-18,275.00
AA Monitoring Fees	-101,848.93
AA Loan Costs	-123,887.00
<b>TOTAL FIXED ASSETS (NET)</b>	<u><b>15,130,723.14</b></u>
<b>TOTAL NONCURRENT ASSETS</b>	<u><b>15,130,723.14</b></u>

**TOTAL ASSETS**

**16,534,400.25**

**LIABILITIES & EQUITY**

**CURRENT LIABILITIES**

A/P Vendors and Contractors	112.00
Tenant Security Deposits	48,327.39
Security Deposit-Pet	2,400.00
Aflac Payable	86.49
Accrued Payable	2,571.00
Accrued Interest - HOPE VI	580,587.91
Accrued - Developer Fee	1,308,453.00
Accrued Payroll & Payroll Taxes	6,054.39
Accrued Audit Fees	15,618.00
Tenant Prepaid Rents	-306.89
Accrued Compensated Absences-Current	6,337.97
<b>TOTAL CURRENT LIABILITIES</b>	<u><b>1,970,241.26</b></u>

**NONCURRENT LIABILITIES**

Accrued Compensated Absences-LT	11,770.52
FSS Due to Tenant Long Term	7,590.00
Notes Payable-LT	381,200.32
Permanent Loan - HOPE VI	2,200,000.00
Permanent Loan - SunTrust	588,237.42
<b>TOTAL NONCURRENT LIABILITIES</b>	<u><b>3,188,798.26</b></u>
<b>TOTAL LIABILITIES</b>	<u><b>5,159,039.52</b></u>

**EQUITY**

**CONTRIBUTED CAPITAL**

Capital - LP	6,944,630.41
Capital - GP2	7,123,264.00
<b>TOTAL CONTRIBUTED CAPITAL</b>	<u><b>14,067,894.41</b></u>

**RETAINED EARNINGS**

Retained Earnings-Unrestricted Net Assets	-2,692,533.68
<b>TOTAL RETAINED EARNINGS:</b>	<u><b>-2,692,533.68</b></u>

**TOTAL EQUITY**

**11,375,360.73**

**TOTAL LIABILITIES AND EQUITY**

**16,534,400.25**

**Lakeland Housing Authority**  
**Renaissance at Washington Ridge Ltd., LLLP**

**Changes in Cash**

**For the Current and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	409,222.75	318,016.11	-91,206.64
Cash-Payroll	0.00	1,122.31	1,122.31
Negative Cash LHA Master	0.00	0.00	0.00
Negative Cash COCC Master	0.00	0.00	0.00
Cash Restricted-Security Deposits	50,224.39	50,677.48	453.09
Cash Restricted - FSS Escrow	7,590.00	7,590.00	0.00
Cash Restricted-Reserve for Replacement	170,801.05	172,900.83	2,099.78
Restricted Cash - Partnership Devmt	1,179.16	1,179.16	0.00
Restricted Cash - OA Reserve	76,215.57	76,215.57	0.00
Restricted Cash - AA Reserve	46,966.45	46,966.45	0.00
Investment 1	255,196.84	255,196.84	0.00
Investment 2	254,525.43	254,525.43	0.00
<b>Total Cash</b>	<b>1,271,921.64</b>	<b>1,184,390.18</b>	<b>-87,531.46</b>

<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	198,782.28	318,016.11	119,233.83
Cash-Payroll	0.00	1,122.31	1,122.31
Negative Cash LHA Master	0.00	0.00	0.00
Negative Cash COCC Master	0.00	0.00	0.00
Cash Restricted-Security Deposits	49,415.39	50,677.48	1,262.09
Cash Restricted - FSS Escrow	6,886.00	7,590.00	704.00
Cash Restricted-Reserve for Replacement	161,683.08	172,900.83	11,217.75
Restricted Cash - Partnership Devmt	1,189.11	1,179.16	-9.95
Restricted Cash - OA Reserve	76,240.48	76,215.57	-24.91
Restricted Cash - AA Reserve	46,993.31	46,966.45	-26.86
Investment 1	255,196.84	255,196.84	0.00
Investment 2	254,525.43	254,525.43	0.00
<b>Total Cash</b>	<b>1,050,911.92</b>	<b>1,184,390.18</b>	<b>133,478.26</b>

**Lakeland Housing Authority**  
**Colton Meadow, LLLP**  
**Statement of Operations**  
**For the Current and Twelve Months Ended December 25, 2016**

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance	
Rental Income	44,062	44,193	(131)	-0.30%	1	529,318	530,318	(1,001)	-0.19%	530,318
Other Tenant Income	1,340	706	634	89.87%		10,200	8,469	1,731	20.44%	8,469
Other Income	263	1	262	20978.96%	2	3,860	15	3,846	25688.11%	15
<b>Total Revenue</b>	<b>45,665</b>	<b>44,900</b>	<b>765</b>	<b>1.70%</b>		<b>543,378</b>	<b>538,802</b>	<b>4,576</b>	<b>0.85%</b>	<b>538,802</b>
Administrative Expense	7,969	13,754	(5,785)	-42.06%	3	161,203	165,050	(3,846)	-2.33%	165,050
Tenant Services	-	150	(150)	-100.00%	3	111	1,800	(1,689)	-93.84%	1,800
Utility Expense	6,589	5,037	1,553	30.82%	4	76,432	60,442	15,990	26.46%	60,442
Maintenance Expense	11,305	9,903	1,402	14.16%	5	119,971	118,838	1,133	0.95%	118,838
General Expense	9,270	8,483	788	9.28%	6	67,155	101,793	(34,639)	-34.03%	101,793
Financing Expense	4,252	7,422	(3,170)	-42.71%	3	43,364	89,061	(45,697)	-51.31%	89,061
Operating Expense before Depreciation	39,386	44,749	(5,363)	-11.98%		468,236	536,984	(68,748)	-12.80%	536,984
<b>Net Operating Income (Loss)</b>	<b>6,279</b>	<b>152</b>	<b>6,128</b>	<b>4043.50%</b>		<b>75,142</b>	<b>1,819</b>	<b>73,324</b>	<b>4032.04%</b>	<b>1,819</b>
Depreciation & Amortization Expense	39,013	39,013	-	0.00%		468,156	468,156	-	0.00%	468,156
Capital Replacement Items	867	1,373	(506)	-36.84%		19,037	16,480	2,557	15.52%	16,480
Reimburse Replacement Reserves	-	(1,373)	1,373	-100.00%		-	(16,480.00)	16,480	-100.00%	(16,480)
<b>Total Expense</b>	<b>79,266</b>	<b>83,762</b>	<b>(4,496)</b>	<b>-5.37%</b>		<b>955,429</b>	<b>1,005,140</b>	<b>(49,711)</b>	<b>-4.95%</b>	<b>1,005,140</b>
<b>Net Operating Income (Loss)</b>	<b>(33,601)</b>	<b>(38,861)</b>	<b>5,260</b>	<b>-13.54%</b>		<b>(412,051)</b>	<b>(466,337)</b>	<b>54,287</b>	<b>-11.64%</b>	<b>(466,337)</b>

Comments

\*Staff continues to work with the auditors to close the year. The first draft of the 2016 financial statements are due on Friday, January 27, 2017.

- 1 Consists of 72 Tax Credit apartment units. Rent collections are consistent with the budget.
- 2 Variance is due to a non tenant receipt on the 2011 Ford Ranger and fire damage Unit #34.
- 3 Variance reflects expenses lower than the budget.
- 4 Variance is due to water, sewer and garbage/trash removal being higher than anticipated.
- 5 Maintenance expenses were over budget for the period but below budget for the year.
- 6 General expenses exceeded the budget for the period but was below budget for the year.

## Lakeland Housing Authority

## Colton Meadow, LLLP

## Balance Sheet

December 25, 2016

ASSETS		LIABILITIES & EQUITY	
CASH		CURRENT LIABILITIES	
Unrestricted Cash		Tenant Security Deposits	24,975.00
Cash Operating 1	10,700.04	Security Deposit-Pet	1,300.00
Cash-Payroll	1,188.48	Accrued Interest Payable	5,157.35
Petty Cash	225.00	Accrued Payroll & Payroll Taxes	2,017.72
Total Unrestricted Cash	<u>12,113.52</u>	Accrued Audit Fees	8,500.00
Restricted Cash		Due to Polk County Developers, Inc.	362,901.17
Cash Restricted-Security Deposits	26,275.00	Tenant Prepaid Rents	2,053.13
Cash Restricted-Operating Reserve	441,085.49	Accrued Compensated Absences-Current	2,006.37
Cash Restricted-Reserve for Replacement	115,058.89	First Mortgage - TCAP	1,231,424.00
Cash-Tax & Insurance Escrow	63,040.75	Tax Credit Exchange Program (TCEP)	6,700,143.40
Total Restricted Cash	<u>645,460.13</u>	HOME Funds	115,899.60
TOTAL CASH	<u>657,573.65</u>	Mortgage Note Payable	<u>450,845.00</u>
		TOTAL CURRENT LIABILITIES	<u>8,907,222.74</u>
ACCOUNTS AND NOTES RECEIVABLE			
A/R-Tenants	5,041.96		
Allowance for Doubtful Accounts-Tenants	-2,440.00		
Due from Colton Meadow GP, Inc.	101,151.61		
TOTAL DUE FROM	<u>101,151.61</u>		
TOTAL ACCOUNTS AND NOTES RECEIVABLE	103,753.57		
OTHER CURRENT ASSETS		NONCURRENT LIABILITIES	
Eviction Escrow Acct.	1,000.00		
Prepaid Expenses and Other Assets	3,670.03	Accrued Compensated Absences-LT	3,726.12
Prepaid Insurance	30,967.19	Developer Fee Payable - PCHD	<u>92,184.00</u>
Prepaid Software Licenses	947.42	TOTAL NONCURRENT LIABILITIES	<u>95,910.12</u>
Utility Deposit	5,000.00		
TOTAL OTHER CURRENT ASSETS	<u>41,584.64</u>		
TOTAL CURRENT ASSETS	<u>802,911.86</u>	TOTAL LIABILITIES	<u>9,003,132.86</u>
NONCURRENT ASSETS			
FIXED ASSETS		EQUITY	
Land	300,000.00	CONTRIBUTED CAPITAL	
Buildings	856,353.89	Capital - LP	1,205,286.00
Building Acquisition	2,010,000.00	GP Equity	<u>46.12</u>
Building Improvements	5,802,500.00	TOTAL CONTRIBUTED CAPITAL	<u>1,205,332.12</u>
Machinery & Equipment	67,970.48		
Automobiles	15,484.50	RETAINED EARNINGS	
Furniture & Fixtures	1,503,657.00	Retained Earnings-Unrestricted Net Assets	153,864.29
Site Improvement-Infrastructure	1,496,187.97	TOTAL RETAINED EARNINGS:	<u>153,864.29</u>
Accum Depreciation-Buildings	-2,723,768.20		
Intangible Assets			
Amortization Tax Credit Fees	82,309.00		
Monitoring Fees	208,695.00		
TOTAL FIXED ASSETS (NET)	<u>9,454,771.64</u>		
Site Improvement	16,364.00		
Non-Dwelling Structures	28,019.32		
Non-Dwelling Equipment	60,262.45		
TOTAL NONCURRENT ASSETS	<u>9,559,417.41</u>	TOTAL EQUITY	<u>1,359,196.41</u>
TOTAL ASSETS	<u>10,362,329.27</u>	TOTAL LIABILITIES AND EQUITY	<u>10,362,329.27</u>

**Lakeland Housing Authority  
Colton Meadow, LLLP  
Changes in Cash**

**For the Current and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	55,835.96	10,700.04	-45,135.92
Cash-Payroll	0.00	1,188.48	1,188.48
Cash Restricted-Security Deposits	26,275.00	26,275.00	0.00
Cash Restricted-Operating Reserve	440,834.54	441,085.49	250.95
Cash Restricted-Reserve for Replacement	115,573.70	115,058.89	-514.81
Cash-Tax & Insurance Escrow	55,438.77	63,040.75	7,601.98
<b>Total Cash</b>	<b>693,957.97</b>	<b>657,348.65</b>	<b>-36,609.32</b>
<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	35,005.72	10,700.04	-24,305.68
Cash-Payroll	0.00	1,188.48	1,188.48
Cash Restricted-Security Deposits	25,216.72	26,275.00	1,058.28
Cash Restricted-Operating Reserve	440,827.29	441,085.49	258.20
Cash Restricted-Reserve for Replacement	99,000.00	115,058.89	16,058.89
Cash-Tax & Insurance Escrow	53,024.60	63,040.75	10,016.15
<b>Total Cash</b>	<b>653,074.33</b>	<b>657,348.65</b>	<b>4,274.32</b>

Lakeland Housing Authority

Bonnet Shores, LLLP

Statement of Operations

For the Current and Twelve Months Ended December 25, 2016

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance	
Rental Income	47,821	49,456	(1,635)	-3.31%	1	577,426	593,470	(16,044)	-2.70%	593,470
Other Tenant Income	885	1,147	(262)	-22.81%	2	8,810	13,759	(4,949)	-35.97%	13,759
Other Income	372	-	372	#DIV/0!		7,498	-	7,498	#DIV/0!	-
<b>Total Revenue</b>	<b>49,078</b>	<b>50,602</b>	<b>(1,524)</b>	<b>-3.01%</b>		<b>593,734</b>	<b>607,229</b>	<b>(13,495)</b>	<b>-2.22%</b>	<b>607,229</b>
Administrative Expense	27,049	14,029	13,020	92.81%	3	166,643	168,343	(1,700)	-1.01%	168,343
Tenant Services	-	208	(208)	-100.00%	4	138	2,500	(2,362)	-94.50%	2,500
Utility Expense	5,387	4,342	1,045	24.06%	5	55,079	52,107	2,972	5.70%	52,107
Maintenance Expense	11,478	11,342	136	1.20%		117,546	136,109	(18,564)	-13.64%	136,109
General Expense	4,393	9,137	(4,744)	-51.92%	4	96,784	109,641	(12,857)	-11.73%	109,641
Financing Expense	11,597	10,327	1,269	12.29%		123,654	123,927	(273)	-0.22%	123,927
Operating Expense before Depreciation	59,904	49,386	10,518	21.30%		559,843	592,627	(32,784)	-5.53%	592,627
<b>Net Operating Income (Loss)</b>	<b>(10,826)</b>	<b>1,217</b>	<b>(12,043)</b>	<b>-989.65%</b>		<b>33,892</b>	<b>14,602</b>	<b>19,289</b>	<b>132.10%</b>	<b>14,602</b>
Depreciation & Amortization Expense	(42,043)	47,465	(89,507.49)	-188.58%		480,072	569,579	(89,506.75)	-15.71%	569,579
	-	-	-	#DIV/0!		4,385	-	4,385.45	#DIV/0!	-
Capital Replacement Items	748	1,373	(625.40)	-45.54%		17,275	16,480	794.99	4.82%	16,480
Reimburse Replacement Reserve	-	(1,373)	1,373.33	-100.00%		-	(16,480)	16,480.00	-100.00%	(16,480)
<b>Total Expense</b>	<b>18,609</b>	<b>96,850</b>	<b>(78,241)</b>	<b>-80.79%</b>		<b>1,052,805</b>	<b>1,162,206</b>	<b>(109,401)</b>	<b>-9.41%</b>	<b>1,162,206</b>
<b>Net Income (Loss)</b>	<b>30,469</b>	<b>(46,248)</b>	<b>76,717</b>	<b>-165.88%</b>		<b>(459,070)</b>	<b>(554,977)</b>	<b>95,907</b>	<b>-17.28%</b>	<b>(554,977)</b>

Comments

\*Staff continues to work with the auditors to close the year. The first draft of the 2016 financial statements were submitted to the auditors on January 13, 2017. Once approved, the financials will be sent to the Investor for final approval.

- 1 75 apartment units, Tax Credit and Section 8 Vouchers. Tenant rent income is consistent with the budget.
- 2 Variance is due to less damage to units.
- 3 Administrative expenses were over budget for the year due to the asset management fee that was paid to the Investor. However, administrative expenses remained within budget for the year.
- 4 Variance reflects expenses that are less than the budget.
- 5 Although utility expenses are over budget for the period due to costs associated with water and sewer, the expenses were within budget for the year.

**Lakeland Housing Authority  
Bonnet Shores, LLLP  
Balance Sheet  
December 25, 2016**

**ASSETS**

Unrestricted Cash	
Cash Operating 1	113,289.41
Cash-Payroll	554.81
Petty Cash	225.00
Total Unrestricted Cash	<u>114,069.22</u>
Restricted Cash	
Cash Restricted-Security Deposits	26,347.00
Cash Restricted-Operating Reserve	460,463.05
Cash Restricted-Reserve for Replacement	140,656.33
Cash-Tax & Insurance Escrow	20,191.71
Total Restricted Cash	<u>647,658.09</u>
<b>TOTAL CASH</b>	<u><b>761,727.31</b></u>

ACCOUNTS AND NOTES RECEIVABLE

A/R-Tenants	6,253.50
Allowance for Doubtful Accounts-Tenants	-2,394.97
Due from Bonnet Shores GP, Inc.	7,062.23
<b>TOTAL DUE FROM</b>	<u><b>7,062.23</b></u>
<b>TOTAL ACCOUNTS AND NOTES RECEIVABLE</b>	<u><b>10,920.76</b></u>

OTHER CURRENT ASSETS

Eviction Escrow Acct.	500.00
Prepaid Expenses and Other Assets	3,945.78
Prepaid Insurance	10,065.14
Prepaid Software Licenses	911.31
Utility Deposit	5,000.00
<b>TOTAL OTHER CURRENT ASSETS</b>	<u><b>20,422.23</b></u>
<b>TOTAL CURRENT ASSETS</b>	<u><b>793,070.30</b></u>

NONCURRENT ASSETS

FIXED ASSETS	
Land	300,000.00
Buildings	11,447,110.83
Automobiles	24,477.33
Furniture & Fixtures	423,152.78
Site Improvement-Infrastructure	679,255.00
Accum Depreciation-Buildings	-2,497,543.50
Accum Depreciation- Misc. FF&E	-447,630.44
Accum Depreciation-Infrastructure	-271,716.00
Intangible Assets	
Loan Costs	41,419.00
Amortization Loan Cost	12,446.00
Compliance Fees	246,589.00
Amortization Tax Credit Fees	98,638.04
<b>TOTAL FIXED ASSETS (NET)</b>	<u><b>9,834,029.96</b></u>
<b>TOTAL NONCURRENT ASSETS</b>	<u><b>9,834,029.96</b></u>
<b>TOTAL ASSETS</b>	<u><b>10,627,100.26</b></u>

**LIABILITIES & EQUITY**

LIABILITIES

CURRENT LIABILITIES

Tenant Security Deposits	25,325.00
Security Deposit-Pet	1,100.00
Accrued Interest Payable	38,191.44
Accrued Interest - 2nd Mortgage	303,529.00
Accrued Payroll & Payroll Taxes	2,149.96
Accrued Audit Fees	8,500.00
Tenant Prepaid Rents	604.77
Accrued Compensated Absences-Current	2,051.85
First Mortgage - TCAP	3,819,255.00
HOME Funds	131,028.00
Mortgage Note Payable	1,009,877.00
<b>TOTAL CURRENT LIABILITIES</b>	<u><b>5,341,612.02</b></u>

NONCURRENT LIABILITIES

Accrued Compensated Absences-LT	3,810.58
<b>TOTAL NONCURRENT LIABILITIES</b>	<u><b>3,810.58</b></u>

TOTAL LIABILITIES

**5,345,422.60**

EQUITY

CONTRIBUTED CAPITAL

Capital - LP	6,812,347.00
GP Equity	-162.00
Syndication Costs	-40,000.00
<b>TOTAL CONTRIBUTED CAPITAL</b>	<u><b>6,772,185.00</b></u>

RETAINED EARNINGS

Retained Earnings-Unrestricted Net Assets	-1,490,507.34
<b>TOTAL RETAINED EARNINGS:</b>	<u><b>-1,490,507.34</b></u>

TOTAL EQUITY

**5,281,677.66**

TOTAL LIABILITIES AND EQUITY

**10,627,100.26**

**Lakeland Housing Authority**  
**Bonnet Shores, LLLP**  
**Changes in Cash**  
**For the Current and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	191,514.28	113,289.41	-78,224.87
Cash-Payroll	0.00	554.81	554.81
Cash Operating 3	0.00	0.00	0.00
Cash Restricted-Security Deposits	26,592.00	26,347.00	-245.00
Cash Restricted-Operating Reserve	460,102.35	460,463.05	360.70
Cash Restricted-Reserve for Replacement	138,772.11	140,656.33	1,884.22
Cash-Tax & Insurance Escrow	14,186.24	20,191.71	6,005.47
<b>Total Cash</b>	<b>831,166.98</b>	<b>761,502.31</b>	<b>-69,664.67</b>

<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	0.00	113,289.41	113,289.41
Cash-Payroll	0.00	554.81	554.81
Cash Operating 3	0.00	0.00	0.00
Cash Restricted-Security Deposits	26,425.00	26,347.00	-78.00
Cash Restricted-Operating Reserve	460,094.78	460,463.05	368.27
Cash Restricted-Reserve for Replacement	118,125.00	140,656.33	22,531.33
Cash-Tax & Insurance Escrow	42,145.27	20,191.71	-21,953.56
<b>Total Cash</b>	<b>646,790.05</b>	<b>761,502.31</b>	<b>114,712.26</b>



**Lakeland Housing Authority**  
**West Bartow Partnership, Ltd., LLLP**

**Statement of Operations**

**For the Current and Twelve Months Ended December 25, 2016**

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance	
Rental Income	72,483	69,175	3,308	4.78%	<b>1</b>	882,709	830,101	52,608	6.34%	<b>830,101</b>
Other Tenant Income	298	(485)	783	-161.38%		(5,326)	(5,823)	497	-8.53%	<b>(5,823)</b>
Other Income	324	85	238	280.03%		1,272	1,022	251	24.54%	<b>1,022</b>
<b>Total Revenue</b>	<b>73,104</b>	<b>68,775</b>	<b>4,329</b>	<b>6.29%</b>		<b>878,655</b>	<b>825,300</b>	<b>53,356</b>	<b>6.47%</b>	<b>825,300</b>
Administrative Expenses	19,742	15,423	4,319	28.00%		192,687	185,074	7,613	4.11%	<b>185,074</b>
Tenants Service Expenses	570	300	270	-100.00%	<b>2</b>	2,305	3,600	(1,295)	-100.00%	<b>3,600</b>
Utility Expense	8,438	8,372	66	0.78%	<b>3</b>	111,666	100,468	11,198	11.15%	<b>100,468</b>
Maintenance Expense	23,214	10,845	12,369	114.05%	<b>4</b>	140,581	130,143	10,437	8.02%	<b>130,143</b>
General Expenses	4,876	4,208	668	15.88%	<b>5</b>	58,208	50,490	7,718	15.29%	<b>50,490</b>
Financing Expenses	20,715	26,778	(6,063)	-22.64%	<b>2</b>	275,378	321,339	(45,961)	-14.30%	<b>321,339</b>
Operating expense before depreciation	77,555	65,926	11,629	17.64%		780,825	791,114	(10,290)	-1.30%	<b>791,114</b>
<b>Net Operating Income (Loss)</b>	<b>(4,451)</b>	<b>2,849</b>	<b>(7,300)</b>	<b>-256.24%</b>		<b>97,831</b>	<b>34,185</b>	<b>63,645</b>	<b>186.18%</b>	<b>34,185</b>
Depreciation & Amortization	42,337	41,940	397	0.95%		505,068	503,280	1,788	0.36%	<b>503,280</b>
Capital Replacement Items	2,850	6,633.00	(3,783)	-57.03%		36,770	79,596.00	(42,826)	-53.80%	<b>79,596</b>
Reimburse Replacement Reserve	-	-	-			-	-	-		<b>(79,596)</b>
Transfer In	-	-	-			-	-	-		-
<b>Total Expense</b>	<b>122,743</b>	<b>114,499</b>	<b>8,243</b>	<b>7.20%</b>		<b>1,322,663</b>	<b>1,373,990</b>	<b>(51,328)</b>	<b>-3.74%</b>	<b>1,294,394</b>
<b>Net Operating Income (Loss)</b>	<b>(49,638)</b>	<b>(45,724)</b>	<b>(3,914)</b>	<b>8.56%</b>		<b>(444,007)</b>	<b>(548,691)</b>	<b>104,683</b>	<b>-19.08%</b>	<b>(469,095)</b>

Comments

\*Staff continues to work with the auditors to close the year. The first draft of the 2016 financial statements are due on February 3, 2017.

- 1** Consists of 100 Tax Credit and Section 8 Voucher units. Tenant rents are consistent with the budget.
- 2** Variance reflects expenses that are lower than the budget.
- 3** Variance is a result of costs associated with water, sewer, and gas being slightly higher than anticipated.
- 4** Maintenance expenses are over budget due to costs associated with health/life insurance and uniforms.
- 5** Variance in General Expenses is due to costs associated with property and liability insurance.

**Lakeland Housing Authority**  
**West Bartow Partnership, Ltd., LLLP**  
**Balance Sheet**  
**December 25, 2016**

**ASSETS**

Unrestricted Cash	
Cash Operating 1	-14,416.79
Cash-Payroll	1,383.63
Petty Cash	300.00
Total Unrestricted Cash	<u>-12,733.16</u>
Restricted Cash	
Cash Restricted-Security Deposits	9,780.30
Cash Restricted-Operating Reserve	25,119.58
Cash Restricted-Reserve for Replacement	200,947.03
Cash-Tax & Insurance Escrow	42,957.85
Investment 1	229,176.03
Total Restricted Cash	<u>507,980.79</u>
<b>TOTAL CASH</b>	<u><b>495,247.63</b></u>

ACCOUNTS AND NOTES RECEIVABLE

A/R-Tenants	3,669.52
Allowance for Doubtful Accounts-Tenants	-190.80
<b>TOTAL ACCOUNTS AND NOTES RECEIVABLE</b>	<u><b>3,478.72</b></u>

OTHER CURRENT ASSETS

Eviction Escrow Acct.	500.00
Prepaid Expenses and Other Assets	1,410.39
Prepaid Insurance	15,772.21
Prepaid Software Licenses	1,735.90
Utility Deposit	85.00
<b>TOTAL OTHER CURRENT ASSETS</b>	<u><b>19,503.50</b></u>

**TOTAL CURRENT ASSETS** **518,229.85**

NONCURRENT ASSETS

FIXED ASSETS

Land	432,717.00
Buildings	12,796,743.00
Building Improvements	35,770.50
Furn, Fixt, & Equip	1,157,974.64
Accum Depreciation-Buildings	-2,401,182.48
Accum Depreciation- Misc FF&E	-866,181.00
Accum Depreciation-Infrastructure	-266,849.00
Intangible Assets	
Loan Costs	335,121.42
Amortization Loan Cost	139,618.00
Compliance Fees	200,558.00
Amortization Tax Credit Fees	100,272.00
<b>TOTAL FIXED ASSETS (NET)</b>	<u><b>11,184,782.08</b></u>

Site Improvement 711,597.00  
**TOTAL NONCURRENT ASSETS** **11,896,379.08**

**TOTAL ASSETS** **12,414,608.93**

**LIABILITIES & EQUITY**

CURRENT LIABILITIES

A/P Vendors and Contractors	695.33
Tenant Security Deposits	8,950.00
Security Deposit-Pet	900.00
Accrued Interest NLP Loan	4,207.07
Accrued Payroll & Payroll Taxes	2,254.53
Accrued Audit Fees	8,500.00
Tenant Prepaid Rents	1,608.10
Accrued Compensated Absences-Current	959.15
Mortgage Note Payable	3,087,034.07
Second Mortgage Payable	850,000.00
Third Mortgage Payable	360,606.08
Fourth Mortgage Payable	400,000.00
Note Payable-City of Bartow Impact Fees	564,621.00
Deferred Development Fee	1,363,317.71
<b>TOTAL CURRENT LIABILITIES</b>	<u><b>6,653,653.04</b></u>

NONCURRENT LIABILITIES

Accrued Compensated Absences-LT	1,781.27
Due to Affiliates	5,000.00
<b>TOTAL NONCURRENT LIABILITIES</b>	<u><b>6,781.27</b></u>

**TOTAL LIABILITIES** **6,660,434.31**

EQUITY

CONTRIBUTED CAPITAL

Capital Private Investors	6,936,810.00
GP Equity	-13.00
Special LP Equity	111,288.00
Syndication Costs	-30,000.00
<b>TOTAL CONTRIBUTED CAPITAL</b>	<u><b>7,018,085.00</b></u>

RETAINED EARNINGS

Retained Earnings-Unrestricted Net Assets	-1,263,910.38
<b>TOTAL RETAINED EARNINGS:</b>	<u><b>-1,263,910.38</b></u>

**TOTAL EQUITY** **5,754,174.62**

**TOTAL LIABILITIES AND EQUITY** **12,414,608.93**

**Lakeland Housing Authority  
West Bartow Partnership, Ltd., LLLP**

**Changes in Cash  
For the Current and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	46,638.80	-14,416.79	-61,055.59
Cash-Payroll	0.00	1,383.63	1,383.63
Cash Restricted-Security Deposits	9,650.00	9,780.30	130.30
Cash Restricted-Operating Reserve	25,119.58	25,119.58	0.00
Cash Restricted-Reserve for Replacement	198,429.13	200,947.03	2,517.90
Cash-Tax & Insurance Escrow	38,615.85	42,957.85	4,342.00
Investment 1	229,176.03	229,176.03	0.00
<b>Total Cash</b>	<b>547,629.39</b>	<b>494,947.63</b>	<b>-52,681.76</b>

<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	94,051.47	-14,416.79	-108,468.26
Cash-Payroll	0.00	1,383.63	1,383.63
Cash Restricted-Security Deposits	9,330.60	9,780.30	449.70
Cash Restricted-Operating Reserve	25,131.58	25,119.58	-12.00
Cash Restricted-Reserve for Replacement	170,606.89	200,947.03	30,340.14
Cash-Tax & Insurance Escrow	40,381.80	42,957.85	2,576.05
Investment 1	228,919.40	229,176.03	256.63
<b>Total Cash</b>	<b>568,421.74</b>	<b>494,947.63</b>	<b>-73,474.11</b>

Lakeland Housing Authority

Hampton Hills (AMP 4)

Statement of Operations

For the Current and Twelve Months Ended December 25, 2016

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance	
Rental Income	2,644	5,303	(2,659)	-50.14%	1	42,739	63,632	(20,893)	-32.83%	63,632
Other Tenant Income	25	25	-	0.00%	2	1,003	300	703	234.38%	300
Government Subsidy Income	-	2,727	(2,727)	-100.00%	3	-	32,727	(32,727)	-100.00%	32,727
Other Income	-	0	(0)	-100.00%	4	(123,286)	3	(123,289)	-4834863.14%	3
<b>Total Revenue</b>	<b>2,669</b>	<b>8,055</b>	<b>(5,386)</b>	<b>-66.87%</b>		<b>(79,544)</b>	<b>96,661</b>	<b>(176,205)</b>	<b>-182.29%</b>	<b>96,661</b>
Administrative Expenses	2,346	2,735	(388)	-14.19%		36,318	32,814	3,504	10.68%	32,814
Tenant Services Expenses	-	-	-	#DIV/0!		-	-	-	#DIV/0!	-
Utility Expense	-	-	-	#DIV/0!		-	-	-	#DIV/0!	-
Maintenance and Development Expense	2,984	3,075	(91)	-2.95%	5	22,909	36,896	(13,987)	-37.91%	36,896
General Expenses	638	886	(248)	-27.97%	5	8,458	10,635	(2,177)	-20.47%	10,635
Housing Assistance Payments	63	-	63	#DIV/0!		1,944	-	1,944	#DIV/0!	-
Transfer In	-	-	-	#DIV/0!		-	-	-	#DIV/0!	-
Operating expense before Depreciation	6,032	6,695	(664)	-9.91%		69,629	80,345	(10,717)	-13.34%	80,345
<b>Net Operating Income (Loss)</b>	<b>(3,363)</b>	<b>1,360</b>	<b>(4,722)</b>	<b>-347.33%</b>		<b>(149,173)</b>	<b>16,316</b>	<b>(165,489)</b>	<b>-1014.29%</b>	<b>16,316</b>
Depreciation	27	-	27	#DIV/0!		321	-	321	#DIV/0!	-
<b>Total Expenses</b>	<b>6,059</b>	<b>6,695</b>	<b>(637)</b>	<b>-9.51%</b>		<b>69,950</b>	<b>80,345</b>	<b>(10,395)</b>	<b>-12.94%</b>	<b>80,345</b>
<b>Net Income (Loss)</b>	<b>(3,390)</b>	<b>1,360</b>	<b>(4,749)</b>	<b>-349.30%</b>		<b>(149,494)</b>	<b>16,316</b>	<b>(165,810)</b>	<b>-1016.26%</b>	<b>16,316</b>

**Comments**

\* Staff continues to work on closing the year and prepare for the unaudited Financial Data Schedule (FDS) submission to HUD's Real Estate Assessment Center (REAC). Submissions are due February 28, 2017.

- Property is comprised of 7 Section 32 Homeownership Units. Rental income is less than budgeted because four houses were sold during calendar year 2016.
- Variance is a result of management enforcing late fees and collecting for damages to units.
- Variance is due to the elimination of subsidy from HUD for Calendar Year (CY) 2016. Note that the property was over subsidized during CY 2015.
- Variance is due to the sale of four houses in during Calendar Year 2016.
- Variance is due to expenses being less than budgeted.

Lakeland Housing Authority

Hampton Hills (AMP 4)

Balance Sheet

December 25, 2016

ASSETS		LIABILITIES & EQUITY	
CASH		CURRENT LIABILITIES	
Cash Operating 1	40,826.28		
Cash Operating 3	185,892.33		
Total Unrestricted Cash	<u>226,718.61</u>		
Restricted Cash		Tenant Security Deposits	2,400.00
Cash Restricted-Security Deposits	2,400.00	Due to Federal Master	2,027.61
Total Restricted Cash	<u>2,400.00</u>	Tenant Prepaid Rents	<u>436.78</u>
TOTAL CASH	<u>229,118.61</u>	TOTAL CURRENT LIABILITIES	<u>4,864.39</u>
ACCOUNTS AND NOTES RECEIVABLE			
A/R-Tenants	1,410.00		
Allowance for Doubtful Accounts-Tenants	-898.00		
AR-TPA/Fraud Recovery	1,549.00		
Lakeridge Homes 2nd Mortgage	240,900.00		
TOTAL ACCOUNTS AND NOTES RECEIVABLE	<u>242,961.00</u>	TOTAL LIABILITIES	<u>4,864.39</u>
OTHER CURRENT ASSETS			
Eviction Escrow Acct.	500.00		
Prepaid Insurance	4,910.80		
TOTAL OTHER CURRENT ASSETS	<u>5,410.80</u>		
TOTAL CURRENT ASSETS	<u>477,490.41</u>		
NONCURRENT ASSETS		EQUITY	
FIXED ASSETS		RETAINED EARNINGS	
Buildings	898,835.22		
Furniture & Fixtures	2,248.94	Retained Earnings-Unrestricted Net Assets	1,372,425.61
Accum Depreciation- Misc FF&E	-1,284.57	TOTAL RETAINED EARNINGS:	<u>1,372,425.61</u>
Intangible Assets			
TOTAL FIXED ASSETS (NET)	<u>899,799.59</u>		
TOTAL NONCURRENT ASSETS	<u>899,799.59</u>	TOTAL EQUITY	<u>1,372,425.61</u>
TOTAL ASSETS	<u>1,377,290.00</u>	TOTAL LIABILITIES AND EQUITY	<u>1,377,290.00</u>

**Lakeland Housing Authority  
Hampton Hills (AMP 4)  
Changes in Cash**

**For the Current and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	48,845.77	40,826.28	-8,019.49
Cash-Payroll	0.00	0.00	0.00
Cash Operating 3	185,892.33	185,892.33	0.00
Negative Cash LHA Master	0.00	0.00	0.00
Cash Restricted-Security Deposits	2,400.00	2,400.00	0.00
Cash Restricted - Escrow	0.00	0.00	0.00
<b>Total Cash</b>	<b>237,138.10</b>	<b>229,118.61</b>	<b>-8,019.49</b>
<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	71,015.50	40,826.28	-30,189.22
Cash-Payroll	0.00	0.00	0.00
Cash Operating 3	0.00	185,892.33	185,892.33
Negative Cash LHA Master	0.00	0.00	0.00
Cash Restricted-Security Deposits	3,208.67	2,400.00	-808.67
Cash Restricted - Escrow	2,755.00	0.00	-2,755.00
<b>Total Cash</b>	<b>76,979.17</b>	<b>229,118.61</b>	<b>152,139.44</b>

Lakeland Housing Authority

YouthBuild-DOL 2014 (49)

Statement of Operations

For the Current and Twelve Months Ended December 25, 2016

	Current Month					Year to Date				Annual Budget
	Actual	Budget	\$ Variance	% Variance		Actual	Budget	\$ Variance	% Variance	
Government Subsidy Income	41,022	33,554	7,468	22.26%	1	433,902	402,653	31,249	7.76%	402,653
Other Income	-	-	-	#DIV/0!		27,535	-	27,535	#DIV/0!	-
<b>Total Revenue</b>	<b>41,022</b>	<b>33,554</b>	<b>7,468</b>	<b>22.26%</b>		<b>461,437</b>	<b>402,653</b>	<b>58,784</b>	<b>14.60%</b>	<b>402,653</b>
Administrative Expenses	46,963	22,895	24,069	105.13%	2	324,577	274,736	49,841	18.14%	274,736
Tenant Services Expenses	11,302	10,181	1,122	11.02%	3	98,254	122,167	(23,913)	-19.57%	122,167
Utility Expense	-	-	-	#DIV/0!		-	-	-	#DIV/0!	-
Maintenance and Development Expense	-	88	(88)	-100.00%	4	1,519	1,060	459	43.29%	1,060
General Expenses	284	391	(107)	-27.29%		3,597	4,690	(1,093)	-23.31%	4,690
Operating expense before Depreciation	58,550	33,554	24,995	74.49%		427,946	402,653	25,293	6.28%	402,653
<b>Net Operating Income (Loss)</b>	<b>(17,528)</b>	<b>-</b>	<b>(17,528)</b>	<b>#DIV/0!</b>	<b>5</b>	<b>33,491</b>	<b>-</b>	<b>33,491</b>	<b>#DIV/0!</b>	<b>-</b>
Depreciation	355	-	355	#DIV/0!		4,260	-	4,260	#DIV/0!	-
<b>Total Expenses</b>	<b>58,905</b>	<b>33,554</b>	<b>25,350</b>	<b>75.55%</b>		<b>432,206</b>	<b>402,653</b>	<b>29,553</b>	<b>7.34%</b>	<b>402,653</b>
<b>Net Income (Loss)</b>	<b>(17,883)</b>	<b>-</b>	<b>(17,883)</b>	<b>#DIV/0!</b>	<b>5</b>	<b>29,231</b>	<b>-</b>	<b>29,231</b>	<b>#DIV/0!</b>	<b>-</b>

Comments

\*Staff continues to work on closing the year and prepare for the unaudited Financial Data Schedule (FDS) submission to HUD's Real Estate Assessment Center (REAC). Submissions are due on February 28, 2017.

- 1 Subsidy income was greater than anticipated due to an increase in reimbursable expenses resulting from two overlapping cycles.
- 2 Administrative expenses were higher budgeted due to timing of reimbursements for the Program Director's salary.
- 3 Tenant services expenses were less than budgeted due to some participants choosing to leave the program.
- 4 Variance is due to expenses associated with the 2015 LHA Audit.
- 5 NOI was negative for the period due to timing of some year end expenses. However, NOI remains positive for the year due to other income that the program continued to receive from private grants.

**Lakeland Housing Authority**

**YouthBuild-DOL 2014 (49)**

**Balance Sheet**

**December 25, 2016**

<b>ASSETS</b>		<b>LIABILITIES &amp; EQUITY</b>	
<b>CASH</b>		<b>CURRENT LIABILITIES</b>	
Cash Operating 1	13,914.35	Accrued Payroll & Payroll Taxes	5,581.13
Cash-Payroll	2,929.26	Due to Central Office Cost Center	64,049.02
Petty Cash	1,000.00	Accrued Compensated Absences-Current	4,021.91
Cash in PH Master Account	<u>76,756.98</u>	<b>TOTAL CURRENT LIABILITIES</b>	<u>73,652.06</u>
Total Unrestricted Cash	<u>94,600.59</u>		
<b>TOTAL CASH</b>	<u>94,600.59</u>		
<b>ACCOUNTS AND NOTES RECEIVABLE</b>		<b>NONCURRENT LIABILITIES</b>	
Due from Central Office Cost Center	<u>0.00</u>	Accrued Compensated Absences-LT	7,469.26
<b>TOTAL DUE FROM</b>	<u>0.00</u>	<b>TOTAL NONCURRENT LIABILITIES</b>	<u>7,469.26</u>
<b>TOTAL ACCOUNTS AND NOTES RECEIVABLE</b>	<u>0.00</u>		
<b>OTHER CURRENT ASSETS</b>			
Prepaid Insurance	<u>710.43</u>		
<b>TOTAL OTHER CURRENT ASSETS</b>	<u>710.43</u>		
<b>TOTAL CURRENT ASSETS</b>	<u>95,311.02</u>	<b>TOTAL LIABILITIES</b>	<u>81,121.32</u>
<b>NONCURRENT ASSETS</b>		<b>EQUITY</b>	
<b>FIXED ASSETS</b>		<b>RETAINED EARNINGS</b>	
Automobiles	21,299.00	Retained Earnings-Unrestricted Net Assets	15,963.90
Accum Depreciation- Misc FF&E	-19,524.80	<b>TOTAL RETAINED EARNINGS:</b>	<u>15,963.90</u>
Intangible Assets	<u>1,774.20</u>		
<b>TOTAL FIXED ASSETS (NET)</b>	<u>1,774.20</u>	<b>TOTAL EQUITY</b>	<u>15,963.90</u>
<b>TOTAL NONCURRENT ASSETS</b>	<u>1,774.20</u>		
<b>TOTAL ASSETS</b>	<u>97,085.22</u>	<b>TOTAL LIABILITIES AND EQUITY</b>	<u>97,085.22</u>



**Lakeland Housing Authority  
YouthBuild-DOL 2014 (49)  
Changes in Cash**

**For the Current and Twelve Months Ended December 25, 2016**

<b>Period to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	33,447.17	13,914.35	-19,532.82
Cash-Payroll	0.00	2,929.26	2,929.26
Negative Cash COCC Master	0.00	0.00	0.00
<b>Total Cash</b>	<b>33,447.17</b>	<b>16,843.61</b>	<b>-16,603.56</b>

<b>Year to Date</b>	<b>Beginning Balance</b>	<b>Ending Balance</b>	<b>Difference</b>
Cash Operating 1	0.00	13,914.35	13,914.35
Cash-Payroll	0.00	2,929.26	2,929.26
Negative Cash COCC Master	0.00	0.00	0.00
<b>Total Cash</b>	<b>0.00</b>	<b>16,843.61</b>	<b>16,843.61</b>

**LAKELAND HOUSING AUTHORITY**  
**Grant Report**  
Updated as of January 19, 2017

		START DATE	OBLIGATION END DATE	DISTRIBUTION END DATE	AUTHORIZED	OBLIGATION 90% THRESHHOLD	OBLIGATED AMOUNT	DISBURSED	AVAILABLE BALANCE
<b>Capital Fund Program</b>	<b>(HUD)</b>								
CFP - 2011		07-15-11	08-03-13	08-02-15	562,980.00	506,682.00	562,980.00	562,980.00	0.00
CFP - 2012		03-12-12	03-11-14	03-11-16	327,414.00	294,672.60	327,414.00	327,414.00	0.00
CFP - 2013		08-09-13	09-08-15	09-08-17	251,538.00	226,384.20	245,584.58	244,154.58	7,383.42
CFP - 2014		05-01-14	05-01-16	05-01-18	341,004.00	306,903.60	339,634.58	297,816.58	43,187.42
CFP - 2015		04-13-15	04-12-17	04-12-19	345,575.00	311,017.50	160,622.37	87,307.10	258,267.90
CFP - 2016		04-13-16	04-12-18	04-12-20	358,393.00	322,553.70	44,774.57	0.00	358,393.00
				<b>CFP Subtotal:</b>	<b>2,186,904.00</b>	<b>1,968,213.60</b>	<b>1,681,010.10</b>	<b>1,519,672.26</b>	<b>667,231.74</b>
<b>Replacement Housing Factor</b>	<b>(HUD)</b>								
RHF - 2009(a)		09-15-09	10-29-16	07-27-17	282,108.00	253,897.20	282,108.00	0.00	282,108.00
RHF - 2009(b)		04-02-10	10-29-16	10-29-17	149,804.00	134,823.60	149,804.00	0.00	149,804.00
RHF - 2010		07-15-10	10-29-16	10-29-17	441,385.00	397,246.50	441,385.00	0.00	441,385.00
RHF - 2011		08-03-11	10-29-16	10-29-17	380,321.00	342,288.90	380,321.00	0.00	380,321.00
RHF - 2012(b)		03-12-12	10-29-16	10-29-17	70,661.00	63,594.90	70,661.00	0.00	70,661.00
RHF - 2013(a)		09-09-13	09-08-16	09-08-17	208,904.00	188,013.60	208,904.00	0.00	208,904.00
RHF - 2013(b)		09-09-13	09-08-16	09-08-17	62,529.00	56,276.10	62,529.00	0.00	62,529.00
RHF - 2014		05-13-14	05-12-16	05-12-18	185,710.00	167,139.00	185,710.00	0.00	185,710.00
RHF - 2015		04-13-15	04-12-17	04-12-19	187,612.00	168,850.80	187,612.00	0.00	187,612.00
RHF - 2016		04-13-16	04-12-18	04-12-20	193,574.00	174,216.60	193,574.00	0.00	193,574.00
				<b>RHF Subtotal:</b>	<b>2,162,608.00</b>	<b>1,946,347.20</b>	<b>2,162,608.00</b>	<b>0.00</b>	<b>2,162,608.00</b>
<b>HOPE VI</b>	<b>(HUD)</b>	04-05-00		12-31-17	<b>21,842,801.00</b>	19,658,520.90	<b>19,908,767.13</b>	<b>19,908,767.13</b>	<b>1,934,033.87</b>
<b>Safety &amp; Security Grant</b>	<b>(HUD)</b>	03-20-13	03-19-14	03-19-15	250,000.00	225,000.00	250,000.00	250,000.00	0.00
				<b>Safety &amp; Security Subtotal:</b>	<b>250,000.00</b>	<b>225,000.00</b>	<b>250,000.00</b>	<b>250,000.00</b>	<b>0.00</b>
<b>Resident Opportunities and Self Sufficiency</b>	<b>(HUD)</b>								
ROSS - Family Self Sufficiency 2016		07-08-16	12-31-17		105,738.00	95,164.20	0.00	0.00	105,738.00
ROSS - Family Self Sufficiency 2015		01-01-16	12-31-16		105,738.00	95,164.20	105,738.00	105,738.00	0.00
				<b>ROSS Subtotal:</b>	<b>211,476.00</b>	<b>190,328.40</b>	<b>105,738.00</b>	<b>105,738.00</b>	<b>105,738.00</b>
<b>YouthBuild 2016 Grant (new)</b>	<b>(DOL)</b>	10-17-16	02-16-20		990,024.00	891,021.60	0.00	0.00	990,024.00
				<b>YouthBuild Subtotal:</b>	<b>990,024.00</b>	<b>891,021.60</b>	<b>0.00</b>	<b>0.00</b>	<b>990,024.00</b>
<b>YouthBuild 2014 Grant</b>	<b>(DOL)</b>	08-11-14	12-10-17		974,124.00	876,711.60	825,200.67	825,200.67	148,923.33
				<b>YouthBuild Subtotal:</b>	<b>974,124.00</b>	<b>876,711.60</b>	<b>825,200.67</b>	<b>825,200.67</b>	<b>148,923.33</b>
<b>21st Century</b>	<b>(DOE)</b>	08-01-13	07-31-14		324,331.00	291,897.90	199,395.53	199,395.50	124,935.50
				<b>21st Century Subtotal:</b>	<b>324,331.00</b>	<b>291,897.90</b>	<b>199,395.53</b>	<b>199,395.50</b>	<b>124,935.50</b>

**LAKELAND HOUSING AUTHORITY**  
**SECTION 3 AND M/WBE SUMMARY REPORT**  
(Existing Contracts: April 01, 2012--December 31, 2016)

Item #	Contractor	Amount	M/WBE	Type	M/WBE Totals	Section 3 Firm	Section 3 Firm Totals	Section 3 Hires	Section 3 Totals
1	Rodmon and Rodman Hampton Hills	\$20,000.00	Yes	African-American	1	Yes	1	No	0
2	Bio Mass Tech	\$33,278.05	No	N/A	0	No	0	No	0
3	Robert's Painting	\$8,100.00	No	N/A	0	No	0	No	0
4	Zee's Construction	\$24,500.00	No	N/A	0	No	0	No	0
5	NKA Contractors	\$23,750.00	Yes	African-American	1	No	0	No	0
6	Jackson Management Consulting	\$10,198.00	Yes	African-American	1	No	0	No	0
7	Florida Dance Theatre	\$3,840.00	No	N/A	0	No	0	No	0
8	Rodmon and Rodmon (09-27-12 to 10-26-12)	\$5,750.00	Yes	African-American	1	Yes	1	No	0
9	Rodmon and Rodmon (10-29-12 to 10-28-13)	\$30,000.00	Yes	African-American	1	Yes	1	No	0
10	Bruce Reeves	\$5,000.00	No	N/A	0	No	0	No	0
11	Beachfront Community Outreach	\$31,900.00	Yes	African-American	1	No	0	Yes	1
12	PAINTSMART USA, INC.	\$31,000.00	Yes	African-American	1	No	0	Yes	2
13	Nova Engineering and Environmental, LLC	\$19,000.00	No	N/A	0	No	0	No	0
14	Atkins Paving, Inc	\$7,400.00	Yes	African-American	1	No	0	No	0
15	Best Termite & Pest Control	\$88,000.00	No	N/A	0	No	0	No	0
16	Clampett Industries dba EMG	\$39,000.00	No	N/A	0	No	0	No	0
17	Reeves Building and Plumbing Contractor	\$7,950.00	Yes	African-American	1	No	0	No	0
18	Jacksonville Sound	\$552.00	No	N/A	0	No	0	No	0
19	Marshalls, LLC	\$6,377.00	No	N/A	0	No	0	No	0
20	R.I.G., Inc. aka Residential Investment Group	\$79,425.00	Yes	Woman-owned	1	No	0	No	0
21	Reeves Building and Plumbing Contractor	\$9,975.00	Yes	African-American	1	No	0	No	0
22	All Florida Fire Equipment Company	\$5,950.00	No	N/A	0	No	0	No	0
23	Campolong Enterprises dba DH Striping Company	\$5,000.00	No	N/A	0	No	0	No	0
24	Professional Roof Systems	\$37,800.00	No	N/A	0	No	0	No	0
25	State Alarm	\$287,591.50	No	N/A	0	No	0	No	0
26	Stripe A Lot of America II, Corp	\$4,100.00	No	N/A	0	No	0	No	0
27	Waller Construction	\$20,800.00	No	N/A	0	No	0	No	0
28	Annettie Machuca & Associates	\$25,000.00	Yes	Hispanic and Woman-owned	1	No	0	No	0
29	Haskell Termite and Pest Control	\$17,872.00	No	N/A	0	No	0	No	0
30	Johnson-Laux Construction	\$205,031.96	Yes	Woman-owned	1	No	0	No	0
31	Yardi Systems	\$50,824.70	No	N/A	0	No	0	No	0

Note: Amounts referenced within the table include all contracts, amendments/change orders, and/or task orders issued to the vendors between April 01, 2012 and December 31, 2016.

**LAKELAND HOUSING AUTHORITY**  
**SECTION 3 AND M/WBE SUMMARY REPORT**  
(Existing Contracts: April 01, 2012--December 31, 2016)

Item #	Contractor	Amount	M/WBE	Type	M/WBE Totals	Section 3 Firm	Section 3 Firm Totals	Section 3 Hires	Section 3 Totals
32	Annette Machuca & Associates	\$246,000.00	Yes	Hispanic and Woman-owned	1	No	0	No	0
33	West Lake Management	\$135,150.00	No	N/A	0	No	0	No	0
34	West Lake Management	\$10,000.00	No	N/A	0	No	0	No	0
35	We Care Services	\$135,000.00	Yes	African American and Woman-owned	1	Yes	1	No	0
36	BDO USA dba BDO PHA Finance	\$95,000.00	No	N/A	0	No	0	No	0
37	Emphasys Computer Solutions	\$206,250.00	No	N/A	0	No	0	No	0
38	Waller Construction	\$11,197.66	No	N/A	0	No	0	No	0
39	Bonnet Shores, LLLP.	\$97,450.00	No	N/A	0	No	0	No	0
40	Colton Meadow, LLLP.	\$84,050.00	No	N/A	0	No	0	No	0
41	West Bartow Partnership Ltd, LLLP.	\$89,950.00	No	N/A	0	No	0	No	0
42	Solita's House	\$25,375.00	Yes	African-American and Woman-owned	1	No	0	No	0
43	William V. Hunter Educational Foundation	\$0.00	1	African-American	1	No	0	No	0
44	Citrus Air Conditioning	\$18,977.00	No	N/A	0	No	0	No	0
45	R.I.G., Inc. aka Residential Investment Group	\$48,250.00	Yes	Woman-owned	1	No	0	No	0
46	Nan McKay	\$3,975.00	No	N/A	0	No	0	No	0
47	M & M Asphalt Maintenance, Inc	\$8,717.00	No	N/A	0	No	0	No	0
48	M & M Asphalt Maintenance, Inc	\$5,284.00	No	N/A	0	No	0	No	0
49	Leedy Electrical East	\$97,896.00	No	N/A	0	No	0	No	0
50	Evolve Contracting	\$50,658.00	No	N/A	0	No	0	No	0
51	Circuit Electric	\$9,600.00	No	N/A	0	No	0	No	0
52	One Stop Carpet Shop	\$12,490.00	Yes	Woman-Owned	1	No	0	0	0
53	Waller Construction	\$22,177.35	No	N/A	0	No	0	No	0
54	Preferred Compliance Solutions	\$12,500.00	Yes	Hispanic	1	No	0	No	0
55	One Stop Carpet Shop	\$21,774.00	Yes	Woman-Owned	1	No	0	0	0
56	Imperial Cabinets and Millwork	\$23,900.00	Yes	African American	1	No	0	No	0
57	Integrity Pavement Services	\$18,900.00	No	N/A	0	No	0	No	0
58	One Stop Carpet Shop	\$94,300.00	Yes	Woman-Owned	1	No	0	0	0
59	Citrus Air Conditioning	\$7,776.00	No	N/A	0	No	0	No	0

Note: Amounts referenced within the table include all contracts, amendments/change orders, and/or task orders issued to the vendors between April 01, 2012 and December 31, 2016.

**LAKELAND HOUSING AUTHORITY**  
SECTION 3 AND M/WBE SUMMARY REPORT  
(Existing Contracts: April 01, 2012--December 31, 2016)

Item #	Contractor	Amount	M/WBE	Type	M/WBE Totals	Section 3 Firm	Section 3 Firm Totals	Section 3 Hires	Section 3 Totals
60	Waller Construction	\$12,789.90	No	N/A	0	No	0	No	0
61	Best Termite & Pest Control	\$35,000.00	No	N/A	0	No	0	No	0
62	AMA Consulting	\$20,000.00	Yes	Hispanic Woman-owned	1	No	0	No	0
63	Lakeland Moving and Storage	\$28,875.00	No	No	0	No	0	No	0
64	Hayes Construction Company	\$94,800.00	No	No	0	No	0	No	0
65	Mid Florida Diesel (Admin Bldg.)	\$1,900.00	No	No	0	No	0	No	0
66	Mid Florida Diesel (Washington Ridge)	\$2,500.00	No	No	0	No	0	No	0
67	Mid Florida Diesel (West Bartow)	\$2,500.00	No	No	0	No	0	No	0
<i>Indefinite Delivery, Indefinite Quantity Architectural Services Pool</i>									
68	GLE Associates	\$27,170.00	No	N/A	0	No	0	No	0
69	Wallis Murphey Boyington	\$271,932.00	No	N/A	0	No	0	No	0
70	Bessolo Design Group	\$0.00	No	N/A	0	No	0	No	0
71	Robert Reid Wedding	\$47,227.50	No	N/A	0	No	0	No	0
<i>Indefinite Delivery, Indefinite Quantity Property Appraisal Services Pool</i>									
72	Valuation Advisors	\$7,700.00	No	N/A	0	No	0	No	0
<i>Indefinite Delivery, Indefinite Quantity Surveying Services Pool</i>									
73	DRMP	\$0.00	No	N/A	0	No	0	No	0
74	Hamilton Engineering & Surveying	\$0.00	No	N/A	0	No	0	No	0
75	ECON	\$5,020.00	No	N/A	0	No	0	No	0
76	Pickett & Associates	\$0.00	No	N/A	0	No	0	No	0
<i>Indefinite Delivery, Indefinite Quantity Environmental Testing/Building Inspection Services Pool</i>									
77	ACT-American Compliance Technologies	\$0.00	No	N/A	0	No	0	No	0
78	GLE Associates	\$16,230.00	No	N/A	0	No	0	No	0
79	Terracon Consultants	\$2,495.00	No	N/A	0	No	0	No	0
<i>Indefinite Delivery, Indefinite Quantity Engineering Services Pool</i>									
80	Boggs Engineering (Civil)	\$39,973.00	No	N/A	0	No	0	No	0
81	Hamilton Engineering & Surveying (Civil)	\$0.00	No	N/A	0	No	0	No	0
82	EE & G Environmental (Environmental)	\$41,230.00	No	N/A	0	No	0	No	0
83	GLE Associates (Multi-discipline)	\$1,425.00	No	N/A	0	No	0	No	0
84	Biller Reinhart (Structural)	\$0.00	No	N/A	0	No	0	No	0

Note: Amounts referenced within the table include all contracts, amendments/change orders, and/or task orders issued to the vendors between April 01, 2012 and December 31, 2016.

**LAKELAND HOUSING AUTHORITY**  
SECTION 3 AND M/WBE SUMMARY REPORT  
(Existing Contracts: April 01, 2012--December 31, 2016)

1/22/2017

Item #	Contractor	Amount	M/WBE	Type	M/WBE Totals	Section 3 Firm	Section 3 Firm Totals	Section 3 Hires	Section 3 Totals
<i>Indefinite Delivery, Indefinite Quantity Financial Advisor Services Pool</i>									
85	Baker Tilly	\$6,500.00	No	N/A	0	No	0	No	0
86	Innovative Financial Housing Solutions	\$360,000.00	Yes	Woman-owned	1	No	0	No	0
87	TAG Associates	\$0.00	No	N/A	0	No	0	No	0
<i>Indefinite Delivery, Indefinite Quantity Audit Services</i>									
88	Berman Hopkins Wright & LaHam	\$70,000.00	No	N/A	0	No	0	No	0
89	CliftonLarsonAllen	\$100,900.00	No	N/A	0	No	0	No	0
90	RubinBrown, LLP	\$42,500.00	No	N/A	0	No	0	No	0
<b>TOTALS</b>		<b>\$3,976,229.62</b>			<b>25</b>		<b>4</b>		<b>3</b>

Note: Amounts referenced within the table include all contracts, amendments/change orders, and/or task orders issued to the vendors between April 01, 2012 and December 31, 2016.

**LAKELAND HOUSING AUTHORITY**  
**SECTION 3 AND M/WBE SUMMARY**  
 (New Contracts: December 1-31, 2016)

Item #	Contractor	Amount	M/WBE	Type	M/WBE Totals	Section 3 Firm	Section 3 Firm Totals	Section 3 Hires	Section 3 Totals
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
<i>Indefinite Delivery, Indefinite Quantity Architectural Services Pool</i>									
13									
14									
15									
16									
<i>Indefinite Delivery, Indefinite Quantity Property Appraisal Services Pool</i>									
17									
<i>Indefinite Delivery, Indefinite Quantity Surveying Services Pool</i>									
18									
19									
20									
21									
<i>Indefinite Delivery, Indefinite Quantity Environmental Testing/Building Inspection Services Pool</i>									
22									
23									
24									
<i>Indefinite Delivery, Indefinite Quantity Engineering Services Pool</i>									
25									
26									
27									
28									
<i>Indefinite Delivery, Indefinite Quantity Legal Services Pool</i>									
29									
30									
31									
<i>Indefinite Delivery, Indefinite Quantity Financial Advisor Services</i>									
32									
33									
34									
<i>Indefinite Delivery, Indefinite Quantity Audit Services</i>									
35									
36									
37									
<b>TOTALS</b>		<b>\$0.00</b>			<b>0</b>		<b>0</b>		<b>0</b>

Note: Amounts referenced within the table include all contracts, amendments/change orders, and/or task orders issued to the vendor December 1-31, 2016.

**January 2017 Board Report**  
  
**(Reporting Period: December 1-31, 2016)**

**Academics**

YouthBuild-Lakeland has just completed all cycles for the 2014 Department of Labor grant, which include Cycles 11, 12, and 13 for a total of 57 student graduates. One of the benchmarks that is now complete for this grant is “Attainment of a Degree or Certificate”. We are pleased to report that 52/57 (91.2%) of the students from this grant period have earned a Degree or Certification from the YouthBuild-Lakeland program.

The Department of Labor has a “three-tiered approach” for developing and measuring goals. The first tier is based upon each grantee’s Statement of Work which contains the activities and performance information for which our program is held accountable. The second tier is that of the Government Performance Results Act (GPRA) goals. These are public goals for the YouthBuild program which have been shared with Congress. The GPRA goals for the YouthBuild program, along with the actual results from the 2010-2011 cohort of grantees are listed in the following chart:

<b>Performance Measure</b>	<b>GPRA Goal</b>	<b>Actual Results for 2010-2011 grantees as of June</b>
Degree or Certification	67.2%	77.0%

The GPRA goals build on the actual demonstrated performance of the YouthBuild program. Each program year, the GPRA goals have increased as grantees’ performance has increased. Since the DOL began administration of the YouthBuild program in 2007, it has held the YouthBuild program to goals that are higher than the GPRA goals and these represent the third tier of performance measurement for YouthBuild overall. These are aggregate performance goals.

For the Class of 2014 YouthBuild grants, DOL performance goals for Attainment of a Degree or Certificate are 75%. YouthBuild-Lakeland has exceeded these goals by 16.2 percentage points.

**Recruiting**

Recruiting for Cycle 15 begins as Cycle 14 Orientation has begun. The focus for Cycle 15 recruitment will continue to be focused on the young people who are dropping out of the Lakeland area high schools and those young adults from the Paul A. Diggs neighborhood and surrounding areas. Recruiting activities will begin again in the next 3-4 weeks.

**Career Development**

During the month of December, Cycle 13 participants continued to develop their success plans and put them into action. Jakara Artis, JaQualla Faison, Kaniya Harris, Marquis Lowman, and Tyler Ray continued to excel as CareerSource-Polk Youth Employment Program participants. Samson LeFevre and Carlos LeFevre continued their employment at Walmart. Diana Johnson continued her employment at Toys-R-Us. Samson, Carlos, and Diana, along with Dominique Harding and Tyler



McLaughlin have all expressed a strong interest in having a career in Graphic Design. In December, each of them began their post-secondary enrollment process at Polk State College with an anticipated start date of February 6, 2017.

### **Education and Training**

Participants of Cycle 12 continue to move forward on their journey to success. Jelissa Handford and Nick McMahan continue to make achievements in their post-secondary studies at Florida Technical Center and Traviss Career Center.

### **Construction**

This month in construction the participants have been working hard on completing the Skills Achievement Records (SARS), a system that tracks and evaluates their performance on various carpentry skills. They are starting to display confidence in the skill learned throughout the program and applying them. Upon completion of the program most of the students will be earning their PACT certification in carpentry.

### **Events at YouthBuild**

December 1<sup>st</sup> – City of Lakeland HR- Job Opportunities  
December 3<sup>rd</sup>- Traveler's Career Development Event  
December 9<sup>th</sup>- Cycle 13 Program Ends

---

**Janiene Bambridge**  
YouthBuild Program Manager

**Cynthia E. Zorn-Shaw**  
YouthBuild Career Development Specialist

**Richard Mooneyham**  
YouthBuild Program Instructor

**Terry Love**  
YouthBuild Construction Trainer

# **RESOLUTIONS**

**The Housing Authority of the City of Lakeland  
Request for Board Action**

**1. Describe Board Action Requested and why it is necessary:**

**Re: Resolution # 17-1437**  
The Board of Commissioners is requested to approve the Housing Authority of the City of Lakeland's *Employee Handbook*.

**2. Who is making request:**

- A. Entity: the Housing Authority of the City of Lakeland
- B. RE: The Employee Handbook
- C. Originator: R. Patrick Roberts, Jr.

**3. Cost Estimate:**

N/A

**Narrative (by section):**

A viable organization periodically reviews its policies and procedures and updates them as evolving circumstances require. The Human Resource staff of the Housing Authority of the City of Lakeland reviewed the current *Employee Handbook* and determined that certain modifications and additions are necessary. Upon approval of this resolution by the Board of Commissioners, the *Employee Handbook* will be modified (by sections) as follows:

**SECTION 1: THE WAY WE WORK**

**A Word About This Handbook, Equal Employment Opportunity commonly known as the (EEOC), Americans with Disabilities Act (ADA), A Word About our Employee Relations Philosophy, Pregnancy Accommodation, No Harassment, Categories of Employment, Driver's License & Driving Records, Certifications Licensing and other Requirements, Immigration Reform and Control Act & New Employee Orientation**

*Please see more details regarding bolded Section 1 headings referenced below:*

Spring 2013 - Federal

**A Word About This Handbook:** The Employment-At-Will disclaimer was revised and an additional statement was added to indicate the employer will also comply with applicable local laws although they are not necessarily expressly addressed in the employee handbook.

Spring 2013 - Federal

**No Harassment:** This new policy replaces the former "Non Harassment" and "Sexual Harassment" Policies. The new policy addresses all forms of unlawful harassment in the workplace.

Fall 2014 - State

**Equal Employment Opportunity/No Harassment:** The policy was revised for clarification by adding pregnancy in the list of protected categories.

Fall 2014 - Federal

**Pregnancy Accommodation:** A new optional policy is available to reflect recent guidance published by the Equal Employment Opportunity Commission related to an employer's obligations to provide reasonable accommodation to female employees related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

Fall 2016 - Federal

**A Word About our Employee Relations Philosophy:** This policy has been revised in response to a recent ruling by the National Labor Relations Board.

## **SECTION 2: YOUR WAY AND PROGRESS**

Recording your Time, Payday, **Paycheck Deductions**, Garnishment/Child Support, Direct Deposit, Performance Reviews, Job Descriptions, Promotions and Transfers, Pay Raises, Pay Advances, Overtime, On Call, & Reporting Time Pay.

*Please see more details regarding bolded Section 2 headings referenced below:*

Fall 2012 & 2016- Federal

**Paycheck Deductions:** This policy has been revised to strengthen and mitigate confusion on the part of employee while retaining the "Safe Harbor"; including indicating the company will make immediate wage adjustments no later than the next regular payday if errors are found.

## **SECTION 3: TIME AWAY FROM WORK & OTHER BENEFITS**

Employee Benefits, Holidays, Paid Time Off (PTO), Jury Duty, **Military Leave**, Witness Leave, Bereavement Leave, Leave of Absence, Domestic and Sexual Violence Leave, **Medical Insurance**, Dental Insurance, Vision Care Plan, COBRA, Life Insurance, **Federal Family and Medical Leave Act (FMLA)**, **National Guard Leave under FMLA**, Short-Term Disability Insurance, Social Security, Unemployment Insurance, Workers Compensation, 401a Retirement Plan, 457b Eligible Deferred Compensation Plan, and Tuition Assistance Program.

*Please see more details regarding bolded Section 3 headings referenced below:*

Fall 2012 - Federal

**National Guard Leave:** This policy has been added in accordance with a recent amendment to existing state law providing up to 15 days of unpaid leave to covered employees who serve in the reserve components of the armed forces, of the ready reserve, or an organized unit of the National Guard.

Spring 2013 - Federal

**Family and Medical Leave:** This policy has been revised to reflect the recently released Final Rule, effective March 08, 2013 which includes leave rights for veterans and family members of veterans and family members of veterans.

Spring 2013 - Federal

**Military Leave:** Language regarding the optional use of accrued vacation (if any) has been clarified to mitigate confusion on the part of employees. This is applicable for all employers who have elected to include this policy in their employee handbook.

Spring 2015 - Federal

**Medical Insurance:** Revised policy to refer employees to the plan document as the controlling authority for coverage - applies to all employers.

#### **SECTION 4: ON THE JOB**

Care of Customer Records, Social Security Number Privacy and Protection of Personal Information, Attendance and Punctuality, Meal Time, **Lactation Breaks**, Contact with the Organization, Standards of Conduct, Access to Personnel Files, Computer Software Licensing, Customer and Public Relations, Non-Solicitation, **Distribution**, Changes to Personal Data, Care of Equipment, Organization Vehicles, Travel/Expense Accounts, Personal Property, Identification badge, Natural Disasters, **Acceptable Use of Electronic Communications**, Social Media, Security of Electronic Devices, Personal Hygiene, Recycling and Waste Prevention, Reference Checks, **Protecting Organization Information**, Document Retention, Standards of Conduct/ Code of Ethics for Commissioners and Employees, Outside Employment, Cellular Telephones, Contact with the Media, Media Policy, Types of Separation, and Reduction in Force.

*Please see more details regarding bolded Section 4 headings referenced below:*

##### Fall 2012 - Federal

**Protecting Organization Information:** The language in this policy has been revised consistent with recent decisions and/or published guidance by the National Labor Relations Board

##### Spring 2013 - Federal

**Lactation Break:** This policy is now recommended in these additional three states as a result of recent legislation. This policy applies to all employees in Florida.

##### Fall 2016 - Federal

###### **Acceptable Use of Electronic Communications policy:**

The following policies will be removed from our handbook database of policies and may be replaced with our

- Email Monitoring
- Voicemail Monitoring
- Internet Usage

##### Fall 2016 - Federal

**Distribution:** References to email monitoring and voice mail monitoring policies have been replaced with “Acceptable Use of Electronic Communications” to reflect the sunset of the former two policies from our handbook database of policies.

#### **SECTION 5: SAFETY IN THE WORKPLACE**

Each Employee’s Responsibilities, Workplace Violence, Workplace Searches, Hazard Communication, Good Housekeeping, Smoking in the Workplace, No Weapons in the Workplace, and **Drug & Alcohol Free Workplace, Receipt of Employee Handbook and Employment-At-Will Statement.**

*Please see more details regarding bolded Section 5 headings referenced below:*

##### Spring 2013 - Federal

**The Receipt of Employment Handbook and Employment-At-Will Statement:** The employment at will language has been revised on the receipt page.

##### Spring 2016 - State

**Drug & Alcohol Free Workplace:** Added an additional paragraph to the policy consistent with recent legislation to indicate that although the state has legalized marijuana for medicinal purposes, the company is not required to allow the medicinal use of marijuana in the workplace and that the use of marijuana is strictly prohibited on company property and may result in discipline, up to and including immediate discharge.

**RESOLUTION NO. 17-1437**

**APPROVING THE  
HOUSING AUTHORITY OF THE CITY OF LAKELAND  
EMPLOYEE HANDBOOK**

**WHEREAS**, the most recently approved Housing Authority of the City of Lakeland Employee Handbook for an effective date of January 2012;

**WHEREAS**, the language in the current Housing Authority of the City of Lakeland Employee Handbook required revisions in order for the document to be consistent with the most recent state and federal legislative updates; and

**WHEREAS**, the Human Resources partner, Paychex, and the staff of the Housing Authority of the City of Lakeland have reviewed the language in the current Housing Authority of the City of Lakeland Employee Handbook and determined that proposed revisions are necessary and appropriate.

**NOW THEREFORE, BE IT RESOLVED** that the Board of Commissioners of the Housing Authority of the City of Lakeland hereby approves the Housing Authority of the City of Lakeland Employee Handbook.

**CERTIFICATE OF COMPLIANCE**

This is to certify that the Board of Commissioners of the Housing Authority of the City of Lakeland has approved and adopted this Resolution Number 17-1437, dated January 23, 2017.

Attested by:

\_\_\_\_\_  
Benjamin Stevenson, Secretary

\_\_\_\_\_  
Michael A. Pimentel, Chairman



## To Our Board of Commissioners

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### Executive Summary:

The new Employee handbook has been developed to help employees become acquainted with the Lakeland Housing Authority and answer many of the initial questions that employees have.

Fisher & Philips, LLP (Paychex partner) reviewed all policies contained within the LHA Employee Handbook for compliance with applicable state and federal statutes as of October 13, 2016. The LHA Employee Handbook is still in a **"Draft"** form and will not be considered final until Commissioners approve the document, via a resolution, as part of the November 21, 2016 Board Meeting. Paychex understands that LHA on occasion will customize its Employee Handbook. However, policies added by the Board of Commissioners via resolution will not be included in Paychex's legal review.

### Employee Handbook Topics & Legislative Summary:

#### SECTION 1: THE WAY WE WORK

*A Word About This Handbook, Equal Employment Opportunity commonly known as the (EEOC), Americans with Disabilities Act (ADA), A Word About our Employee Relations Philosophy, Pregnancy Accommodation, No Harassment, Categories of Employment, Drivers License & Driving Records, Certifications Licensing and other Requirements, Immigration Reform and Control Act & New Employee Orientation*

Please see the following changes for this section below:

#### Spring 2013 - Federal

**A Word About This Handbook:** The Employment-At-Will disclaimer was revised and an additional statement was added to indicate the employer will also comply with applicable local laws although they are not necessarily expressly addressed in the employee handbook.

#### Spring 2013 - Federal

**No Harassment:** This new policy replaces the former "Non Harassment" and "Sexual Harassment" Policies. The new policy addresses all forms of unlawful harassment in the workplace.

#### Fall 2014 - State

**Equal Employment Opportunity/No Harassment:** The policy was revised for clarification by adding pregnancy in the list of protected categories.

#### Fall 2014 - Federal

**Pregnancy Accommodation:** A new optional policy is available to reflect recent guidance published by the Equal Employment Opportunity Commission related to an employer's obligations to provide reasonable accommodation to female employees related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

#### Fall 2016 - Federal

**A Word About our Employee Relations Philosophy:** This policy has been revised in response to a recent ruling by the National Labor Relations Board.



## SECTION 2: YOUR WAY AND PROGRESS

*Recording your Time, Payday, **Paycheck Deductions**, Garnishment/Child Support, Direct Deposit, Performance Reviews, Job Descriptions, Promotions and Transfers, Pay Raises, Pay Advances, Overtime, On Call, & Reporting Time Pay.*

Please see the following changes for this section below:

### Fall 2012 & 2016- Federal

**Paycheck Deductions:** This policy has been revised to strengthen and mitigate confusion on the part of employee while retaining the "Safe Harbor"; including indicating the company will make immediate wage adjustments no later than the next regular payday if errors are found.

## SECTION 3: TIME AWAY FROM WORK and OTHER BENEFITS

*Employee Benefits, Holidays, Paid Time Off (PTO), Jury Duty, **Military Leave**, Witness Leave, Bereavement Leave, Leave of Absence, Domestic and Sexual Violence Leave, **Medical Insurance**, Dental Insurance, Vision Care Plan, COBRA, Life Insurance, **Federal Family and Medical Leave Act (FMLA)**, **National Guard Leave under FMLA**, Short-Term Disability Insurance, Social Security, Unemployment Insurance, Workers Compensation, 401a Retirement Plan, 457b Eligible Deferred Compensation Plan, and Tuition Assistance Program.*

Please see the following changes for this section below:

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**National Guard Leave:** This policy has been added in accordance with a recent amendment to existing state law providing up to 15 days of unpaid leave to covered employees who serve in the reserve components of the armed forces, of the ready reserve, or an organized unit of the National Guard.

### Spring 2013 - Federal

**Family and Medical Leave;** This policy has been revised to reflect the recently released Final Rule, effective March 08, 2013 which includes leave rights for veterans and family members of veterans and family members of veterans.

### Spring 2013 - Federal

**Military Leave:** Language regarding the optional use of accrued vacation (if any) has been clarified to mitigate confusion on the part of employees. This is applicable for all employers who have elected to include this policy in their employee handbook.

### Spring 2015 - Federal

**Medical Insurance:** Revised policy to refer employees to the plan document as the controlling authority for coverage - applies to all employers.

## SECTION 4: ON THE JOB

*Care of Customer Records, Social Security Number Privacy and Protection of Personal Information, Attendance and Punctuality, Meal Time, **Lactation Breaks**, Contact with the Organization, Standards of Conduct, Access to Personnel Files, Computer Software Licensing, Customer and Public Relations, Non-Solicitation, **Distribution**, Changes to Personal Data, Care of Equipment, Organization Vehicles, Travel/Expense Accounts, Personal Property, Identification badge, Natural Disasters, **Acceptable Use of Electronic Communications**, Social Media, Security of Electronic Devices, Personal Hygiene, Recycling and Waste Prevention, Reference Checks, **Protecting Organization Information**, Document Retention, Standards of Conduct/ Code of Ethics for Commissioners and Employees, Outside Employment, Cellular Telephones, Contact with the Media, Media Policy, Types of Separation, and Reduction in Force.*



Please see the following changes for this section below:

Fall 2012 - Federal

**Protecting Organization Information:** The language in this policy has been revised consistent with recent decisions and/or published guidance by the National Labor Relations Board

Spring 2013 - Federal

**Lactation Break:** This policy is now recommended in these additional three states as a result of recent legislation. This policy applies to all employees in Florida.

Fall 2016 - Federal

**Acceptable Use of Electronic Communications policy:**

The following policies will be removed from our handbook database of policies and may be replaced with our

- Email Monitoring
- Voicemail Monitoring
- Internet Usage

Fall 2016 - Federal

**Distribution:** References to email monitoring and voice mail monitoring policies have been replaced with “Acceptable Use of Electronic Communications” to reflect the sunset of the former two policies from our handbook database of policies.

SECTION 5: SAFETY IN THE WORKPLACE

*Each Employee’s Responsibilities, Workplace Violence, Workplace Searches, Hazard Communication, Good Housekeeping, Smoking in the Workplace, No Weapons in the Workplace, and **Drug & Alcohol Free Workplace, Receipt of Employee Handbook and Employment-At-Will Statement.***

Please see the following changes for this section below:

Spring 2013 - Federal

**The Receipt of Employment Handbook and Employment-At-Will Statement:** The employment at will language has been revised on the receipt page.

Spring 2016 - State

**Drug & Alcohol Free Workplace:** Added an additional paragraph to the policy consistent with recent legislation to indicate that although the state has legalized marijuana for medicinal purposes, the company is not required to allow the medicinal use of marijuana in the workplace and that the use of marijuana is strictly prohibited on company property and may result in discipline, up to and including immediate discharge.

**HOUSING AUTHORITY OF THE CITY  
OF LAKELAND  
DBA  
LAKELAND HOUSING AUTHORITY  
EMPLOYEE HANDBOOK**



***All of the policies contained in our Employee Handbook database and set forth in the English language are reviewed semiannually for compliance with applicable state and federal statutes and regulations as of the date of review, by the law firm of Fisher & Philips, LLP. Paychex understands that clients occasionally may decide to further customize their Employee Handbook, or to ask Paychex to translate some or all of the policies into Spanish. However, please be aware that if you elect to substantively alter the policies that are offered, include your own original policies in your Employee Handbook, or ask that Paychex translate policies into Spanish (collectively the "Changed Policies"), the "Changed Policies" will not be reviewed for compliance with applicable law. This also extends to any additional outside-the-database policies that you may elect to include in future updates of your Employee Handbook. Moreover, Paychex is unable to support these "Changed Policies" outside of our database with our ongoing semiannual compliance reviews or resulting policy updates.***

***\*This disclaimer will be removed when printing or finalizing the employee handbook.***

## **Welcome to Lakeland Housing Authority!**

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our organization and answer many of your initial questions.

As an employee of Lakeland Housing Authority, you are very important. Your contribution cannot be overstated. Our goal is to provide the finest-quality products and services to our customers.

You are an important part of this process because your work directly influences our organization's reputation.

We are glad you have joined us, and we hope you will find your work to be both challenging and rewarding.

Approval Copy 12/29/16

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Approval Copy 12/30/16

Approval Copy 12/30/16



## A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the organization. We expect each employee to read this Employee Handbook carefully, as it is a valuable reference for understanding your job and the organization. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time to time. The organization retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the organization. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

The organization complies with federal and state law and this handbook generally reflects those laws. The organization also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the organization reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook must be in writing and must be signed by the executive director of the organization. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any

agreement to employment for a specified period of time will be put into writing and signed by the executive director of the organization.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection. Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

**OUR ORGANIZATION IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE ORGANIZATION MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ORGANIZATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED—WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE EXECUTIVE DIRECTOR OF THE ORGANIZATION.**

This Employee Handbook refers to current benefit plans maintained by the organization. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

Likewise, if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

## **Equal Employment Opportunity**

Our organization is committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis ["protected class"] including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

In Florida, the following also are a protected class: race; color; religion; sex; pregnancy; national origin; age; handicap; genetic test results; Florida National Guard membership; AIDS and/or related diseases (unless the absence of the AIDS virus is a bona fide occupational qualification); sickle-cell trait [as to refusal to hire or discharge]; and marital status.

You may discuss equal employment opportunity related questions with the HR director or any other designated member of management.

## **Pregnancy Accommodation**

The organization will provide reasonable accommodations to female employees related to pregnancy, childbirth, or related medical conditions, to

the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the organization will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assisting with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The organization may require the employee to provide a certification in connection with a request for reasonable accommodation that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your supervisor.

## Americans with Disabilities Act

Our organization is committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify the office of human resources of the need for accommodation. Upon doing so, the office of human resources may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician or other medical or rehabilitation professionals. The organization will not seek genetic information in connection with requests for accommodation. All medical information received by the organization in connection with a request for accommodation will be treated as confidential.



## **A Word About our Employee Relations Philosophy**

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

## **No Harassment**

We prohibit harassment of one employee by another employee, supervisor or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected under federal, state, or local law ("protected class").

In Florida, the following also are a protected class: race; color; religion; sex; pregnancy; national origin; age; handicap; genetic test results; Florida National Guard membership; AIDS and/or related diseases (unless the

absence of the AIDS virus is a bona fide occupational qualification); sickle-cell trait [as to refusal to hire or discharge]; and marital status.

**Violation of this policy will result in disciplinary action, up to and including immediate discharge.**

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management or one of the contacts listed in this policy. At a minimum, the term “harassment” as used in this policy includes any of the following activities pertaining to an individual’s protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including commissioners, vendors, customers, and employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

**If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to the Office of Human Resources**

**You should report any actions that you believe may violate our policy no matter how slight the actions may seem.**

We will investigate the report and then take prompt, appropriate remedial action. The organization will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

**You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.**

We are serious about enforcing our policy against harassment. Persons who violate this or any other organization policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

## **Categories of Employment**

**INTRODUCTORY PERIOD:** Full-time and part-time employees are on an introductory period during their first six months of employment.

During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

For purposes of this handbook, **FULL-TIME EMPLOYEES** regularly work at least a 30-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of **FULL-TIME EMPLOYEES** may be different.

**PART-TIME EMPLOYEES** work less than 30 hours each week.

In addition to the preceding categories, employees are also categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your supervisor will notify you of your employment classification.

## **Driver's License/Driving Record**

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to your supervisor immediately. Violations of this policy may result in immediate termination of your employment.

## **Certification, Licensing and Other Requirements**

You will be informed by your supervisor if there are any licensing, certification or testing requirements for your job. Failure to qualify or to maintain a certification or license may be sufficient cause for discharge.

## **Immigration Reform and Control Act**

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements, if applicable, our organization is committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the organization.

Approval Copy 11/30/16

## **New Employee Orientation**

Upon joining our organization, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and if applicable, benefit forms.

If you lose your copy of the Employee Handbook, or if it becomes damaged in any way, please notify your supervisor as soon as possible to obtain a replacement copy.

The operations of your department are the responsibility of your supervisor. (S)he is a good source of information about the organization and your job.

Approval Copy 12/30/16

## Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor so that the problem can be settled by examination and discussion of the facts. We hope that your supervisor will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your supervisor or if you would like further clarification on the matter, request a meeting with the director. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, request a meeting with the office of human resources.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your supervisor or the next level of management, discuss your concern with any other member of management with whom you feel comfortable.





**Your Pay and Progress**

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Approval Copy 12/30/16



## **Recording Your Time**

Non-exempt employees must record their hours on the computer.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour law.

All employees subject to this policy are required to accurately record all time worked.

The workweek starts on Sunday and ends on Saturday.

## **Payday**

You will be paid biweekly on Friday for the period that ends on the previous Saturday.

When our payday is a holiday, you normally will be paid on the last working day before the holiday.

Please review your paycheck for errors. If you find a mistake, report it to the office of human resources immediately. The office of human resources will assist you in taking the steps necessary to correct the error.

## **Paycheck Deductions**

The organization is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The organization will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with the office of human resources.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

## **Garnishment/Child Support**

When an employee's wages are garnished by a court order, our organization is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Our organization will, however, honor applicable federal and state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

## **Direct Deposit**

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

## **Performance Reviews**

Your performance is important to our organization. Your supervisor will review your job progress within our organization and help you set new job performance plans.

Our performance review program provides the basis for better understanding between you and your supervisor, with respect to your job performance, potential and development within the organization.

## **Job Descriptions**

The organization maintains a job description for each position in the organization. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your supervisor.

## **Promotions and Transfers**

We believe that career advancement is rewarding for both the employee and the organization. We will promote qualified employees to new or vacated positions whenever possible. In addition, you can discuss transfer opportunities with your supervisor.

Job openings may be sent via email. If you are interested in applying for one of these positions, notify your supervisor and speak to the person indicated on the notice.

## **Pay Raises**

Depending upon your performance and our organization's profitability, adjustments in your pay may be made when there has been an improvement in or sustainment of an already good performance during the review period.

## **Pay Advances**

Pay advances will not be granted to employees.

## **Overtime**

There will be times when you will need to work overtime so that we may meet the needs of our customers. Although you will be given advance notice when feasible, this is not always possible. If you are a non-exempt employee, you must have all overtime approved in advance by your supervisor.

Non-exempt employees will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law provides a greater benefit in which case, we will comply with the state law.

Only actual hours worked count toward computing weekly overtime.

If you have any questions concerning overtime pay, check with the office of human resources.



## **On Call**

It may be necessary for individuals in certain positions to be available by telephone after hours during the week or on the weekend. Employees who are required to be on call will be compensated in accordance with applicable state and federal wage and hour laws.

## **Reporting Time Pay**

The organization will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event you report for work without being notified in advance that your services are not needed, you will be compensated in accordance with applicable state and federal wage and hour laws.

**Time Away From Work and Other Benefits**

Approval Copy 12/30/16



## **Employee Benefits**

Our organization has developed a comprehensive set of employee benefit programs to supplement our employees' regular wages. Our benefits represent a hidden value of additional income to our employees.

This Employee Handbook describes the current benefit plans maintained by the organization. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plan. Those documents are controlling.

The organization reserves the right to modify and/or terminate its benefits at any time. We will keep you informed of any changes.

## Holidays

Our organization normally observes the following holidays during the year:

New Year's Day  
Martin Luther King Jr. Day  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas

When Christmas falls on a Tuesday, the preceding Monday will also be granted as a holiday. When Christmas falls on a Thursday, the following Friday will also be granted as a holiday. When Christmas falls on a Wednesday or Friday, a one-half (1/2) day holiday will also be granted on the preceding day.

If one of the above holidays falls on Saturday, it normally is observed on the preceding Friday. If a holiday falls on Sunday, it normally is observed on the following Monday.

Full-time employees are eligible for paid holidays immediately upon hire.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Non-exempt employees must work their scheduled workday before and after the holiday in order to be paid for the holiday, unless you are absent with prior permission from your supervisor.

## **Flexible Time Off (FTO)**

Full-time employees are eligible for Flexible Time Off (FTO).

FTO is calculated according to the calendar year.

If hired as a non-exempt employee

Non-Exempt employees will begin to earn hours of FTO each pay period equivalent to 15 days not to be taken in the first 6 months

After 4 years of employment (beginning of the 5<sup>th</sup> year), you will earn FTO each pay period equivalent to 18 days

After 9 years of employment (beginning of the 10<sup>th</sup> year), you will earn FTO each pay period equivalent to 21 days

Exempt employees will begin to earn hours of FTO each pay period equivalent to 19 days not to be taken in the first 6 months

After 4 years of employment (beginning of the 5<sup>th</sup> year), you will earn FTO hours each pay period equivalent to 23 days

After 9 years of employment (beginning of the 10<sup>th</sup> year), you will earn FTO hours each pay period equivalent to 27 days

Submit FTO requests in writing at least two weeks in advance to your supervisor. When possible, FTO requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling FTO times.

FTO can be used as vacation time, sick time or to take care of personal matters.

You may use accrued FTO to care for a child who is sick.

Pay is not granted in lieu of taking the actual time off. However, FTO time can be carried over to the following year, up to a maximum of 480 hours with special management approval.

No more than eighty hours of FTO can be taken at one time without special management approval.

A FTO Bank Donation Program shall be available and apply to all benefit eligible employees. See human resources for more information.

Eligible employees who provide at least two weeks' advance notice of their resignation will be paid for accrued but unused FTO, up to a maximum of 240 hours, unless state law dictates otherwise. Employees who resign or are terminated within their first six months of employment shall not be paid any accrued FTO at termination. All other employees will not be paid for accrued but unused FTO at the end of employment, unless state law dictates otherwise.

## **Jury Duty**

Employees summoned for jury duty are granted leave in order to serve, unless county statute dictates otherwise.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We reserve the right to request proof of jury service issued by the court upon return.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

## **Military Leave**

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued paid time off (FTO) (if any) may be used for this leave if the employee chooses, but the organization will not require the employee to use paid time off (FTO). Military orders should be presented to the office of



human resources and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the organization unless military necessity makes this impossible. You must notify the office of human resources of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from the office of human resources.

## **Witness Leave**

Employees are given the necessary time off without pay to attend or participate in a court proceeding in accordance with state law.

We ask that you notify the office of human resources of the need to take witness leave as far in advance as is possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **Bereavement Leave**

Full-time employees, who have completed six months of employment, are eligible for three paid days for the death of an immediate family member. Members of the

immediate family include spouses, domestic partners, parents, brothers, sisters, children, children of domestic partners, grandchildren, grandparents, parents-in-law and parents of domestic partners.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Requests for bereavement leave should be made to your supervisor as soon as possible. Our organization reserves the right to request written verification of an employee's relationship to the deceased and his or her attendance at the funeral service as a condition of the bereavement pay.

## **Leave of Absence**

Under special circumstances, full-time employees who have completed one year of employment may be granted a leave of absence without pay. The granting of this type of leave is normally for compelling reasons and is dependent upon the written approval of the office of human resources.

Leaves may not exceed 30 days during which time no benefits will accrue. Leaves of absence are granted only after earned FTO is exhausted.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

## **Domestic and Sexual Violence Leave**

An employee who has been employed by the organization for three or more months and who is the victim of domestic or sexual violence, or whose family member or a member of their household is a victim of domestic or sexual violence, shall be permitted to take up to three working days of unpaid leave in any 12-month period. Such leave must be used to: 1) obtain or attempt to obtain judicial relief such as a restraining order; 2) seek medical attention and/or mental health counseling; 3) obtain services from a domestic or sexual violence shelter, domestic or sexual violence program, or rape crisis center; 4) seek new housing to escape the perpetrator or make the employee's home secure from the perpetrator; or 5) seek legal assistance arising from the act of domestic or sexual violence or to attend or prepare for court-related proceeding arising from the act of domestic or sexual violence.

Affected employees must give the organization reasonable advance notice of the intention to take leave along with sufficient documentation of the act of domestic or sexual violence, unless providing that notice is not practicable due to imminent danger to the employee, a family member of the employee or member of the employee's household.

The organization will hold the employee's information provided to the organization in order to request leave in confidence, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable federal or state law.

Affected employees may elect to use FTO or unpaid leave for the time off allowed under this policy. This leave will run concurrently with any other applicable leave.

## Medical Insurance

Eligible full-time employees may enroll in an employee only, an employee plus children, or a family contract. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from the office of human resources.

To assist you with the cost of this insurance, our organization pays a portion of an employee contract. You are responsible for paying the balance of an employee contract and any dependent coverage through payroll deduction.

Participating employees are also covered under our medical insurance plan's prescription drug program.

A booklet containing the details of the plan and eligibility requirements may be obtained from the office of human resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding your eligibility for coverage or other aspects of this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the office of human resources.

## **Dental Insurance**

Eligible full-time employees may enroll in an employee only, an employee plus children or a family contract.

Information and enrollment forms may be obtained from the office of human resources.

To assist you with the cost of this insurance, our organization pays a portion of an employee contract. You are responsible for paying the balance of an employee contract and any dependent coverage through payroll deduction.

A booklet containing the details of the plan and the eligibility requirements may be obtained from the office of human resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the office of human resources.

## **Vision Care Plan**

Eligible full-time employees may enroll in this plan.

To assist you with the cost of this plan, our organization pays a portion of an employee contract. You are responsible for paying the balance of an employee

contract and any dependent coverage through payroll deduction.

Complete details of this plan may be obtained from the office of human resources.

Information and enrollment forms may be obtained from the office of human resources.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group vision care insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact the office of human resources.

## **COBRA**

You and/or your covered dependents will have the opportunity to continue medical and/or dental and vision benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental and vision coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or

- your child ceases to be a "dependent child" under the terms of the medical and/or dental and vision plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact the office of human resources.

## **Life Insurance**

Eligible full-time employees may enroll in this plan after sixty days of employment.

You must complete an insurance form and designate your beneficiary.

The cost of this insurance is fully paid by the organization.

You also have the option of purchasing additional insurance through our group plan.

Complete details of this plan may be obtained from the office of human resources.

## **Federal Family and Medical Leave Act**

The Family and Medical Leave Act (“FMLA”) provides eligible employees the opportunity to take unpaid job-protected leave for certain specific reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

### **Employee Eligibility**

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the organization in the preceding seven years (limited exception apply to the seven-year requirement);
2. have worked at least 1,250 hours for the organization over the preceding 12 months; and
3. currently work at a location where there are at least 50 employees within 75 miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

### **Conditions Triggering Leave**

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);



3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or
6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

### **Definitions**

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar

days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

### **Identifying the 12 Month Period**

The 12-month period in which 12 weeks of leave may be taken is the calendar year. For leave to care for a covered servicemember, the organization calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

### **Using Leave**

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered service member, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the organization's operations.

## **Use of Accrued Paid Leave**

Depending on the purpose of your leave request, you may choose (or the organization may require you) to use accrued FTO concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the organization's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

## **Maintenance of Health Benefits**

If you and/or your family participate in our group health plan, the organization will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the organization may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

## **Notice and Medical Certification**

When seeking FMLA leave, you are required to provide:

1. information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the organization if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the organization's normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the organization request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The organization will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

## **Employer Responsibilities**

To the extent required by law, the organization will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the organization will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees are not eligible, the organization will provide a reason for the ineligibility. The organization will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the organization determines that the leave is not FMLA-protected, the organization will notify the employee.

## **Job Restoration**

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

## **Failure to Return After FMLA Leave**

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the organization's standard leave of absence and attendance policies. This may result in termination if you have no other organization-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the organization's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

## **Other Employment**

The organization generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

## **Fraud**

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

## **Employer's Compliance with FMLA and Employee's Enforcement Rights**

The FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the organization encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the office of human resources, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or state law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

## **Military-Related Federal FMLA Leave**

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

### **Definitions**

A “covered servicemember” is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of “serious injury or illness” for current servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For current servicemembers, the term “serious injury or illness” means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that

may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

### **Military Caregiver Leave**

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the



line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be “eligible” for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. “Next of kin” means the nearest blood relative of the servicemember, other than the servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a “single 12-month period.” The “single 12-month period” begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this “single 12-month period,” the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26

workweeks of Military Caregiver Leave, however, may be taken within any “single 12-month period.”

Within the “single 12-month period” described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the “single 12-month period,” an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

### **Qualifying Exigency Leave**

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “military member” (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver



Leave, which is subject to a maximum of 26 weeks of leave in a “single 12-month period”). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.

3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result of duty under a call or order to covered active duty.
6. **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.
7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
8. **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological,

adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.

9. **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the organization and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty orders or rest and recuperation orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

#### **Limited Nature of This Policy**

This Policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The organization reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

## **Short-Term Disability Insurance**

You may be eligible for short-term disability insurance benefits if you are ill or injured and unable to work.

All full-time employees are eligible for the short-term disability insurance program after 60 consecutive days of employment.

The benefits are calculated as a percentage of your salary for up to 13 weeks.

The cost of this insurance is fully paid by the organization.

Please check with the office of human resources for additional information concerning this benefit.

## **Social Security**

During your employment, you and the organization both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

## **Unemployment Insurance**

Upon separation from employment, you may be entitled to state and federal unemployment insurance benefits. Information about unemployment insurance can be obtained from the office of human resources.

## **Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job, no matter how slightly, report the incident immediately to the office of human resources. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead to or contribute to an employee accident.

## **Retirement Plan**

Our organization provides eligible employees with a defined contribution plan. This plan is intended to be used in combination with your Social Security benefits and personal resources to provide you with supplemental income upon retirement.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the office of human resources. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

## **457(b) Eligible Deferred Compensation Plan**

Our organization provides eligible employees with a 457(b) eligible deferred compensation plan for additional long-term savings for your retirement. The organization's contribution, if any, is determined by the employer on an annual basis.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from the office of human resources. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

## **Tuition Assistance Program**

This policy is to encourage and allow LHA associates to take training that will enhance their specific position skills, i.e. computer, technical training, customer service. Each request will be reviewed on a case-by-case basis.

To be eligible, an associate must have been employed at LHA for at least twelve (12) months. Tuition reimbursement is for regular full-time associates only. Position or individual counseling is available through the Office of Human Resources.

All training must be related to the associate's position at LHA or to a position that the associate could reasonably obtain at LHA. Reimbursement will be up to \$250 per quarter/semester for a maximum of \$500 in any twelve-month period. The maximum amount of reimbursement



for any one associate over the span of his/her tenure at LHA will be \$2,500.

To receive this benefit, the training must be approved in advance/prior to the start of the training. The associate's Educational Opportunities Form must be approved in writing by the associate's supervisor, the designated representative of the Human Resources office, and the Executive Director.

Training reimbursement will not be provided if the associate is receiving any educational reimbursement from other sources.

To assist the associate in registering for training, LHA will provide one-half of the training allowance up-front and the balance of the allowance when the training has been successfully completed. The benefit will be based on available budgeted funds throughout the fiscal year.

If an associate registers for a training and drops out, fails to complete the training, or fails to obtain a C or better for a graded course or a S/P for Pass/Fail course, the associate will reimburse LHA for any up-front registration funds provided.

## **Uniforms**

The organization provides uniforms to certain employees at no charge. Proper care of these uniforms is required.

All uniforms, accessories or name tags issued by our organization must be returned in good condition upon leaving our organization.

Approval Copy 12/30/16



## **Care of Customer Records**

The impression that customers have of our organization is based, in part, on the way we care for their records. If we are careless with their files and records, customers may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that customer files are handled with care.

When possible, obtain all material from customer files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances will outside requests for customer material be fulfilled unless prior written permission is received from your supervisor.

## **Social Security Number Privacy and Protection of Personal Information**

To ensure to the extent practicable the confidentiality of our employees' and applicants' Social Security Numbers (SSNs) and confidential personal information, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee except in accordance with organization policy. The release of employee SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal access to employee SSNs, driver's license numbers, or financial account numbers is restricted to employees with a legitimate business need for the information.

Employee SSNs and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security numbers and personal information will be maintained in accordance with federal and state laws.

Any documents that include employee SSNs or personal information which are to be discarded must be destroyed by shredding paper documents and running a data scrubbing program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action up to and including discharge.

Where this organization policy and operating procedures may conflict with state law, the state law shall supersede this policy.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment with each other or third parties.

For more information about this policy and the organization's operating procedures, please contact your supervisor.

## **Attendance and Punctuality**

Attendance and punctuality are important factors for your success within our organization. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

If you are absent for three days without notifying the organization, it is assumed that you have voluntarily abandoned your position with the organization, and you will be removed from the payroll.

## **Meal Time**

A meal break should be taken each day. Approving the scheduling of this time is the responsibility of your supervisor.

## **Lactation Breaks**

The organization will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The organization will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify your supervisor to request time to express breast milk under this policy.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a state or local law, or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your supervisor.

## **Contact with the Organization**

The organization should know your location at all times during business hours. Your supervisor will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the organization during working hours.

## Standards of Conduct

Each employee has an obligation to observe and follow the organization's policies and to maintain proper standards of conduct at all times. Failure to adhere to the organization policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay, and/or discharge. The appropriate disciplinary action imposed will be determined by the organization. The organization does not guarantee that one form of action will necessarily precede another.

Among other things, the following may result in disciplinary action up to and including discharge:

- Supplying false or misleading information when applying for employment or during employment
- Personal use of company gas or credit cards
- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records
- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs or abuse of prescription drugs in the workplace, while on duty, or while operating employer owned vehicles or equipment
- Failure or refusal to submit or consent to a required alcohol or drug test
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer-owned or customer-owned property



- Insubordination or other disrespectful conduct
- Engaging in unethical or illegal conduct
- Having a conflict of interest
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized material, such as explosive or firearms, in the workplace
- Excessive absenteeism or tardiness or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system, or other employer-owned equipment
- Unauthorized disclosure of business “secrets” or confidential proprietary information
- Conduct that reflects adversely upon you or LHA
- Making or publishing false or malicious statement concerning an employee, supplier, client or LHA
- Violation of personnel policies
- Unsatisfactory performance or conduct that does not meet the requirements of the position
- Other circumstance which warrant discipline

## **Access to Personnel Files**

Upon written request, you may inspect your own personnel file. Inspections will be held on organization premises in the presence of an organization official. Contact your supervisor to arrange a time to view these records. You will be permitted to review records related to your qualification for employment, compensation and disciplinary action. You are not permitted access to any letter of reference maintained by the organization. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records.

For more information, contact your supervisor.

## **Computer Software Licensing**

The organization purchases or licenses the use of various computer software programs. Neither the organization nor any of the organization's employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to five years in jail.

The organization does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within the organization shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including discharge.

## **Customer and Public Relations**

Our organization's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that customers have toward our organization may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a customer for granted, but if we do we run the risk of losing not only that customer, but his or her associates, friends or family who may also be customers or prospective customers.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

## **Non-Solicitation**

The organization believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful

of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

## **Distribution**

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the organization's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on organization premises at any time. Literature that violates the organization's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

## **Changes in Personal Data**

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your supervisor promptly.

## **Care of Equipment**

You are expected to demonstrate proper care when using the organization's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break or damage any property, report it to your supervisor at once.

## **Organization Vehicles**

Operators of organization vehicles are responsible for the safe operation and cleanliness of the vehicle.

Accidents involving an organization vehicle must be reported to your supervisor immediately.

Employees are responsible for any moving and parking violations and fines that may result when operating an organization vehicle.

Organization vehicles should be operated by the employee only. Organization vehicles may only be used for job-related travel.

Smoking, including use of e-cigarettes, is prohibited in organization vehicles.

The use of seat belts is mandatory for operators and passengers of organization vehicles.

Employees are encouraged to take appropriate safety precautions when using their cellular telephone. The use of cellular telephones, including texting, while driving is prohibited. Employees are expected to comply with applicable state laws, including the use of cellular telephones.

## **Travel Policy**

The organization will reimburse employees for reasonable expenses incurred through pre-approved business travel or entertainment. All cash advances must be accounted for and expense receipts are required.

The following business expenses will be reimbursed:

- Travel Expense
- Automobile/Mileage
- Lodging
- Tips
- Business Meals (in accordance with our per diem rates; room service excluded)

This list is not all-inclusive. See your supervisor regarding additional reimbursable business expenses.

## **Personal Property**

The organization is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables should not be left in areas where theft might occur.

## **Identification Badges**

You will be issued an identification badge upon hire. It must be worn where it can be seen at all times when you are working.



## **Natural Disasters**

Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due to natural disasters while the business remains open is to be used as FTO or is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your supervisor.

## **Acceptable Use of Electronic Communications**

This policy contains guidelines for Electronic Communications created, sent, received, used, transmitted, or stored using the organization's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic Communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet,

Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as “Systems.”

### **Acceptable Uses of Our Systems**

Employees may use our Systems to communicate internally with co-workers or externally with customers and other business acquaintances for business purposes.

### **Organization Control of Systems and Electronic Communications**

All Electronic Communications contained in organization Systems are organization records and/or property. Although an employee may have an individual password to access our Systems, the Systems and Electronic Communications belong to the organization. The Systems and Electronic Communications are accessible to the organization at all times including periodic unannounced inspections. Our Systems and Electronic Communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee communications on our system are not confidential or private.

The organization's right to use, access, monitor, record and disclose Electronic Communications without further notice applies equally to employee-provided systems or equipment used in the workplace, during working time, or to accomplish work tasks.

### **Personal Use of Our Systems**

Personal communications in our Systems are treated the same as all other Electronic Communications and will be

used, accessed, recorded, monitored, and disclosed by the organization at any time without further notice. Since all Electronic Communications and Systems can be accessed without advance notice, employees should not use our Systems for communication or information that employees would not want revealed to third parties. Personal use of our System should be limited to non-working time. Personal use of our System must be conducted in such a manner that it does not affect smooth System operation or use a disproportional amount of the System's functional capacity.

### **Proprietary Business Information**

Proprietary business information means confidential and proprietary information related to the organization's trade secrets, business models, business services, sales agreements, pricing information, drawings, designs, blue prints, manufacturing processes, customer lists, inventions, recipes, formulas, vendor agreements, patient records, strategic business or marketing plans, expansion plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on organization Systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

### **Prohibited Uses of Our Systems**

Employees may not use organization Systems in a manner that is unlawful, wasteful of organization resources, or unreasonably compromises employee

productivity or the overall integrity or stability of the organization's systems. These tools are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of organization policies.

In addition, employees may not use our organization Systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of your supervisor;
- To download, save, send or access any site or content that the organization might deem “adult entertainment;”
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or Systems of the organization or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

## **Electronic Forgery**

An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

## **Intellectual Property Rights**

Employees must always respect intellectual property rights such as copyrights and trademarks.

## **System Integrity, Security, and Encryption**

All Systems passwords and encryption keys must be available and known to the organization. You may not install password or encryption programs without the written permission of your supervisor. Employees may not use the passwords and encryption keys belonging to others.

## **Applicable Laws**

Numerous state and federal laws apply to Electronic Communications. The organization complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

## **Consequences of Policy Violations**

Violations of this Policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the

organization may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our Systems or the content of Electronic Communications, ask your supervisor for advance clarification.

## **Social Media**

“Social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the organization.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames customers, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a

hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the organization, fellow employees, customers, and people working on behalf of the organization or competitors.

Do not create a link from your blog, website or other social networking site to the organization's website without identifying yourself as an organization employee. Express only your personal opinions. Never represent yourself as a spokesperson for the organization or make knowingly false representations about your credentials or your work. If the organization is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the organization. It is best to include a statement such as “The postings on this site are my own and do not necessarily reflect the views of the organization.” You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The organization prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the organization complies with state laws concerning access to an employee's personal social networking account, including restrictions

concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact your supervisor.

## **Security of Electronic Devices**

Each employee provided with a laptop computer, iPad, iPhone, smart phone, tablet or similar device is responsible for the physical security of that device. All devices acquired for or on behalf of the organization are organization property. The device must be locked up and stored in a secure location when it is not in the immediate possession of the authorized user. In addition, the user must return the device immediately upon request of the organization. You must notify your supervisor immediately if the device is lost, stolen, misplaced, or damaged. All work created or performed on the device is organization property. The device is subject to inspection by the organization at any time without further advance notice. The device must be used in a manner that complies with all organization policies including the Acceptable Use of Electronic Communications, Equal Employment Opportunity, No Harassment, Care of Customer Records, and Protecting Organization Information.

Violations of this policy may be grounds for disciplinary action up to and including discharge.



## **Dress Code & Personal Appearance**

As LHA grows as an organization, our professionalism must continue to grow. Staff members need to exhibit the look that confirms our professionalism for our customers, partners, and your coworkers. Please familiarize yourself with this Guide to Business and Casual Dressing in the work place. It will be strictly followed.

### **Slacks, Pants, and Suit Pants**

Slacks that are similar to Dockers and other makers of cotton or synthetic material pants, wool pants, flannel pants, dressy capris, and nice looking dress synthetic pants are acceptable. Inappropriate slacks or pants include jeans, sweatpants, exercise pants, shorts, bib overalls, leggings, and any spandex or other form-fitting pants such as people wear for biking.

### **Skirts, Dresses, and Skirted Suits**

Casual dresses and skirts that are split at or below the knee are acceptable. Dress and skirt length should be at a length at which you can sit comfortably in public. Skirts or dresses with length at or below the knee are recommended for the work place. Short, tight skirts that ride up the thigh are inappropriate for work. Mini-skirts, shorts, casual capris, sun dresses, beach dresses, halter dresses and spaghetti-strap dresses are also inappropriate for the work place.

### **Shirts, Tops, Blouses, and Jackets**

Casual shirts with collars, women may wear a collarless or sleeveless blouse or shirt provided they wear a jacket (which is to be kept on all times during work hours), dress shirts, sweaters, tops, golf-type shirts, and

turtlenecks are acceptable attire for work. Most suit jackets or sport jackets are also acceptable attire for the office. Inappropriate attire for work includes tank tops; blouses with plunging necklines, midriff tops; shirts with potentially offensive words, terms, logos, pictures, cartoons, or slogans; halter-tops; tops with bare shoulders; sweatshirts, and t-shirts unless worn under another blouse, shirt, jacket, or dress.

### **Shoes and Footwear**

Conservative walking shoes, loafers, clogs, boots, flats, dress heels, and leather deck-type shoes are acceptable for work. Wearing no stockings is acceptable in warm weather. Flashy athletic shoes, thongs, flip-flops, slippers, and platform shoes are not acceptable in the office. Maintenance staff must wear boots with protective toe areas at all times.

### **Jewelry, Makeup, Perfume, Cologne & Body Piercing**

Jewelry, makeup and all fragrances should be worn in good taste. Remember some employees are allergic to the chemicals in fragrances and make-up, so wear these substances with restraint. Distractive or inappropriate body piercing(s) such as tongue; eye brow(s), lip(s), and/or tattoo(s) on the face, neck or other uncovered parts detract from the organization professional environment and in some cases may be a safety risk. Distractive piercing must be removed and tattoo(s) covered. The use of three (3) or more earrings in one ear is also discouraged.

### **Casual Fridays**

Jeans must not have holes and be in good professional condition. Shirts must have a collar and be free of any type of advertisement or wording that may offend employees, residents and vendors. Make sure your

clothes are clean and wrinkle free. Casual dress does not include sweat pants/shirts, wind suits or stretch pants.

### **Dress Code Violations**

If clothing fails to meet these standards, as determined by the supervisor or Human Resources staff, the employee will be asked to leave the workplace until you are properly dressed. Under no circumstances will you be compensated for the time away from work. Progressive disciplinary action will be applied if dress code violations continue.

### **Recycling and Waste Prevention**

The organization is committed to the environment and its future. Therefore, recycling containers are located throughout the building for the collection of recyclable materials. Waste of time, materials and utilities is costly to the organization. If you have any waste prevention ideas, please advise your supervisor in writing.

## Reference Checks

Our organization will not honor any oral requests for references. All requests must be in writing and on company letterhead. Generally, we will only confirm our employees' dates of employment, salary history, and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our organization. If you receive a request for reference information, please forward it to the office of human resources.

Approval Copy 12/30/15

## **Protecting Organization Information**

Protecting our organization's information is the responsibility of every employee. Do not discuss the organization's confidential business or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

All telephone calls regarding a current or former employee's position/compensation with our organization must be forwarded to the office of human resources.

The organization's address shall not be used for the receipt of personal mail.

## **Document Retention**

The organization maintains a formal document retention policy and procedure. Your supervisor will explain how that policy applies to you and the work that you perform. You must retain all work products in the manner required and for the time period required by our policy. Never destroy or delete any work product until the retention periods specified by the organization's policy have been satisfied. Failure to comply with the organization document retention policy and procedure may result in discipline up to and including discharge.

## **Code of Ethics for Commissioners and Employees**

The commissioners and the employees of the Lakeland Housing Authority ("LHA") hold their respective positions with LHA as a public trust for the benefit of the residents it serves in Polk County. Honesty, integrity, and a spirit of public service are the hallmarks of that trust. Accordingly, in all matters related to LHA, its commissioners and employees are to conduct themselves in a manner that places duty to the residents it serves, as the intended beneficiaries of LHA's actions, above their own personal interests. Commissioners and employees of LHA should avoid conflicts and/or the appearance of conflicts between their duties to LHA and their own personal interests. Where the potential for such conflict exists, LHA's commissioners and employees should identify such situations, disclose the potential conflict to the appropriate person or persons, and take whatever steps may be warranted by the situation, up to and including recusing themselves from decision-making or action pertaining to the situation.

## **Principle Provision**

Commissioners and employees shall comply with federal and state laws including specifically the provisions of Chapter 112, Florida Statutes, and in particular, sections 112.311 through 112.326, which govern the conduct of public officers and employees. Those sections are expressly incorporated within these standards of conduct by reference. To the extent any provisions in these standards of conduct conflicts or are inconsistent with a provision of Chapter 112, Florida Statutes, commissioners and employees should adhere to Chapter 112, Florida Statutes, and will not violate these standards if they have complied with Chapter 112, Florida Statutes.

Commissioners and employees shall adhere to all laws providing equal opportunity to all citizens, clients of LHA, and persons who do business with LHA. Commissioners and employees shall not engage in any form of harassment or discrimination, including harassment or discrimination on the basis of race, color, religion, national origin, ancestry, sex, sexual orientation, age or disability either at the workplace or in any context dealing with LHA business.

Commissioners and employees shall conduct the business of LHA in a manner which inspires public confidence and trust.

Commissioners and employees shall act impartially and neither dispense, nor accept special favors or privileges that improperly influence the performance of their official duties.

Commissioners and employees shall not improperly disclose confidential information gained by reason of their public position.

Commissioners and employees shall to the best of their ability protect and conserve LHA property particularly respecting the limited financial and human resources available within LHA.

Commissioners and employees shall not knowingly engage in business with LHA, hold financial interests, or engage in outside employment when such actions are inconsistent with the conscientious performance of their official LHA duties.

Commissioners and employees shall not attempt to improperly influence LHA decisions in matters relating to prospective employers with whom employment has been accepted or is being negotiated.

Commissioners and employees shall not knowingly invest in businesses that transact business with LHA unless they fully disclose the nature of their investment and recuse themselves from any aspect of LHA decision-making regarding the business in question.

Commissioners and employees shall always attempt to exhibit honesty, integrity and professionalism while conducting business on behalf of LHA. In order to aide Commissioners in fulfilling their fiduciary duties, all employees of LHA shall attempt to provide Commissioners with true, accurate and documented information concerning LHA matters.

Commissioners and employees shall not solicit, accept or retain any personal benefit, gift, favor, service, loan, fee, bribe, kickback or other compensation (collectively, "consideration") in exchange for taking any action or refraining from taking an action in their capacity as a commissioner or employee of LHA.

Commissioners and employees may accept gifts of unsolicited items of de minimis market value or gifts that,



from a reasonable person's standard, are clearly motivated by a family relationship or personal friendship between the giver and receiver, even if the giver has a business relationship with LHA. However, this authorization is not an exception to the prohibition on receiving consideration in exchange for taking or refraining from taking an action in one's capacity as a commissioner or employee of LHA.

With respect to travel related to LHA business, commissioners and employees may accept payment of travel and lodging expenses and meals in connection with speaking engagements, conferences, conventions, association meetings, or similar functions if accepting such payment is in the best interest of LHA. Employees should disclose such arrangements to the Executive Director before their acceptance. However, this authorization is not an exception to the prohibition on receiving consideration in exchange for taking or refraining from taking an action in one's capacity as a commissioner or employee of LHA.

Commissioners and employees who run for elective office may accept campaign contributions that are lawfully made, recorded and disclosed pursuant to applicable federal and state laws. However, this authorization is not an exception to the prohibition on receiving consideration in exchange for taking or refraining from taking an action in one's capacity as a commissioner or employee of LHA.

Commissioners and employees shall file all financial disclosure statements required by law with the appropriate agencies who record such disclosures.

Commissioners and employees shall strive to avoid situations creating the appearance that they are violating any of the standards of conduct set forth in this document.

Commissioners who are unsure whether taking action or refraining from action would violate any of the standards set forth in this document should seek guidance from appropriate sources. Employees who are unsure whether taking action or refraining from action would violate any of the standards set forth in this document should disclose the potential conflict to the Executive Director and the general counsel and abide by the general counsel's directive.

### **Contact with Commissioners and Employees**

For noncompetitive matters pending before the LHA, interested parties may have contact with the commissioners or employees, if necessary, without having to adhere to any formal LHA disclosure process. LHA requests that such parties be cognizant and respectful of the limited resources, including time, available to the commissioners and LHA's employees.

For any matter pending before the LHA, competitive or noncompetitive, commissioners and employees may contact anyone, including interested parties or agents of interested parties, in the course of investigating the matter for the purpose of either making a recommendation to the LHA or gathering information in order to exercise their best judgment in voting on the matter. However, if an interested party has submitted a proposal, application, bid or response to a solicitation, request, notice or invitation to do so, for a competitive matter pending before the LHA, and that party desires to communicate with a commissioner or employee for the purpose of lobbying the interested party's proposal, application, bid or response, the interested party or anyone acting at their direction or on their behalf may do so only by complying with LHA's Lobbying Policy.

## **Outside Employment**

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify your supervisor in writing.

Outside employment must not conflict in any way with your responsibilities within our organization. You may not work for competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or use organization property, equipment or facilities in connection with outside work while on organization time.

## **Cellular Telephones and Tablets**

Employees in certain positions are issued organization cellular telephones or tablets so they may maintain contact with customers and co-workers.

The organization is committed to ending the epidemic of distracted driving. While driving on organization time, employees may not use a hand-held cell phone or tablet – whether the vehicle is in motion or stopped at a traffic light. This includes, but is not limited to, answering or making phone calls, engaging in phone conversations, and reading or responding to emails, instant messages, and text messages.

Employees who operate Commercial Motor Vehicles (CMV) in connection with their job duties must do so in compliance with the Federal Motor Carrier Safety

Administration's guidelines. This includes an absolute prohibition of texting while driving.

Organization cellular telephones are for business purposes. Although the occasional use of your organization cellular telephone for personal calls may be necessary, incoming and outgoing personal calls should be kept to a minimum.

The use of cellular telephones and tablets is not a work requirement for most employees. Employees who are not issued an organization cellular telephone will not be reimbursed for the use of their personal cellular telephones.

Employees are expected to demonstrate proper care of their cellular telephones and tablets. If you lose, break or damage your organization cellular telephone or tablet, report it to your supervisor at once. All cellular telephones and tablets issued by the organization must be returned upon leaving our organization or upon transferring to a position that does not require an organization cellular telephone and tablet.

A violation of this policy may result in disciplinary action.

## **Contact with the Media**

### **Purpose:**

Lakeland Housing Authority ("LHA") has established a standard policy for the release of information to media organizations requesting information concerning LHA personnel, activities, issues, programs, projects,

meetings and services. This policy applies to all LHA employees and LHA Board of Commissioners.

**Goal:**

Recognizing the importance of public communication, our overall goal is to communicate effectively with media organizations and provide consistent, accurate, and timely information. Credibility and consistency are the cornerstones of effective media relations.

**Responsibilities:**

LHA Communication Officer (CO) has the responsibility and authority to manage communications with media representatives. When the CO is unavailable to serve as the LHA's spokesperson, the Executive Director will designate an alternative spokesperson. The full cooperation of all LHA employees and the Board of Commissioners is crucial in achieving LHA's overall communications goal.

**Persons authorized to Release LHA information**

- Communication Officer
- Executive Director
- Chairperson of the Board of Commissioners
- General Counsel

**Release of Information**

News media representatives are encouraged to contact the CO or Executive Director for information about LHA personnel, activities, issues, programs, projects, meetings and services. It is the intent of the LHA to ensure that all information released concerning LHA official business is true and accurate. If contacted by a media representative, LHA employees shall direct all inquiries to the CO or the Executive Director unless

otherwise directed in writing by the Executive Director to release information on the LHA's behalf. LHA employees in violation of this policy may be subject to appropriate disciplinary actions. LHA strictly adheres to the provisions set forth in Florida Statutes, Chapter 119 (Public Records), concerning release of public information.

Members of the Board of Commissioners, other than the current chairperson have the right to respond to media inquiries at their own discretion. However, in order to maintain consistency, accuracy and regard for sensitive or litigious matters members of the Board of Commissioners other than the current Chairperson are strongly encouraged to refrain from comments to the media on behalf of LHA. Members of the Board of Commissioners are strongly encouraged to refer requests from media representatives to the CO, Executive Director and current Chairperson of the Board of Commissioners.

### **Public Records Requests**

The Executive Director or his/her designee is the custodian of all records pertaining to the affairs of the LHA. The Executive Director or his/her designee shall research official records upon request in compliance with Florida Public Records Law and allows for the inspection and examination by any person, at any reasonable time, under reasonable conditions and under the supervision of the Executive Director or his/her designee.

### **Request to Media**

The CO or Executive Director distributes press releases concerning all LHA personnel, activities, issues, programs, projects, meetings and services on an as needed basis to keep the public informed. To maintain continuity, consistency, and accuracy of messages to the media, any LHA employee seeking media coverage

should contact the CO or Executive Director after receiving department head approval. LHA departments are encouraged to notify the CO of newsworthy events and initiatives. Information should be provided to the CO or Executive Director reasonably in advance (at least two weeks prior) of an event. The nature of the event should be discussed with the CO or Executive Director in advance so that media organizations can be contacted in a timely manner.

### **Request from Media**

If a media representative requests an interview, photographing, or filming of a LHA employee while on duty, such request shall be forwarded for approval to the CO and Executive Director. LHA employees are not allowed to speak directly to members of the media concerning LHA's personnel, activities, issues, programs, projects, meetings and services without prior written approval of the Executive Director. If the Executive Director gives written approval, comments by employees shall be limited to matters which the assigned employee has specific knowledge. Speculation and personal opinions are specifically prohibited when an employee is approved to comment. The CO or Executive Director is available to all employees for advice, consultation, and assistance in media relations. Upon request, the CO or Executive Director can be present for any arranged interviews with media representatives.

### **Response to Media Inquires**

LHA shall make every attempt to respond to media inquiries promptly. Timely responses prevent statements in news stories such as "officials would not return our phone calls." If the information is not readily available, the media representative shall be contacted by the CO, Executive Director or current Chairperson of the Board

of Commissioners and made aware of the fact that the inquiry is being researched.

### **Emergency Operations**

In the event of a declared emergency or crisis, the Executive Director shall designate a formal media area and the CO or Executive Director will be the official spokesperson.

### **Legal Matters**

No statements shall be made regarding any LHA legal matters, including but not limited to liability issues, pending litigation, sensitive matters which may involve litigation in the future and other sensitive matters as designated by the Executive Director, current Chairperson of the Board of Commissioners and/or General Counsel, unless such statements are coordinated with, approved by and/or made by the General Counsel, Executive Director or current Chairperson of the Board of Commissioners.

### **Courtesy**

Members of the media are to be treated by all LHA employees with the same courtesy and respect shown to our residents and all others who come in contact with LHA employees.

## **If You Must Leave Us**

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks' advance written notice. Your thoughtfulness is



appreciated and will be noted favorably should you ever wish to reapply for employment with the organization.

Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All organization property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the organization may take action to recoup any replacement costs and/or seek the return of organization property through appropriate legal recourse.

You should notify the organization if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

## **Types of Separation**

Separation of employees from positions shall be designated as one of the following and shall be accomplished in the manner indicated: resignation; abandonment of position; layoff; disability; death; retirement; dismissal; and reduction in force.

### **Resignation**

To resign in good standing, a non-exempt employee is required to give a written notice to his/her immediate supervisor, at least, two (2) weeks prior to the effective date of his/her resignation. An exempt or managerial or Information Technology employee is required to give, at least, a thirty (30) calendar days written notice to his/her

immediate supervisor. Failure to comply with this rule shall be entered on the service record of the employee and will render the employee ineligible for rehire.

### **Abandonment of Position**

An employee who is absent from work without authorization for three (3) or more consecutive workdays and fails to report his/her absences shall be deemed to have abandoned the position. Should this situation arise, the following will occur:

- The Office of Human Resources will send an overnight letter to the employee proposing termination and providing the employee three (3) days in which to contact either his/her supervisor or an Office of Human Resources representative.
- The employee will be provided with an opportunity to respond with any extenuating circumstances that prevented the employee from returning to work or contacting the appropriate individuals at LHA.
- If the employee responds to this request, the Office of Human Resources will review the circumstance and make a determination on whether to proceed with the termination or allow the employee to return to his or her position.
- If the employee does not respond within the time provided, his or her employment with LHA will be terminated effective the proposed separation date.
- A final termination notice is forwarded to the employee.
- Should the employee have any unsettled accounts or unreturned property, LHA reserves the right to offset any funds due the employee. If the funds are not sufficient, this information will be forwarded to the Executive Director or his/her designee for further action.

- The employee will be considered ineligible for rehire.

### **Layoff**

The Executive Director may identify a number of positions, by job title, to be vacated which will result in the layoff of one or more employees when the Executive Director deems it necessary because of a shortage of funds or work, or other material changes in the duties of organization, or for related reasons which do not reflect discredit upon the service of the employee. Any employee who has been separated for a period of twelve (12) months or less, because of a layoff, shall be considered for reinstatement if the employee meets the minimum qualifications for any new openings. Employees who are reinstated shall serve a probationary period of six (6) months. The layoff of employees shall be made based on performance evaluations with outstanding performance outweighing satisfactory performance, etc.

### **Disability**

An employee may be separated for disability when he or she can no longer perform the essential functions of the job with or without a reasonable accommodation in accordance with the requirements of the ADA. Individuals who are injured on the job may or may not be protected by the ADA. Such instances must be evaluated on a case-by-case basis. In all such cases, however, the disability must be supported by medical evidence acceptable to the Executive Director. LHA will take all necessary precautions to ensure that it is in compliance with the ADA in all such instances.

### **Death**

When an individual dies while employed by LHA, all compensation due shall be paid to a legal representative

of the employee's estate or any other properly designated individual.

### **Retirement**

An employee eligible to receive retirement benefits shall submit a letter of retirement to the Executive Director, at least, two (2) weeks prior to the effective date of retirement. An exempt or managerial or Information Technology employee is required to give, at least, a thirty (30) calendar days written notice to his/her immediate supervisor.

### **Dismissal**

The Executive Director or his/her designee may dismiss an employee as outlined in item **405 Employment Termination** and other sections of this Handbook. The employee shall be furnished notice of dismissal in writing. The employee has the right to answer the charge in accordance with the LHA's grievance procedure.

## **Reduction in Force**

### **Purpose and Scope:**

The purpose of this policy is to prescribe the manner in which exempt and non-exempt employees are released in an equitable manner should a reduction in force become necessary. A reduction in force may require the separation, involuntary demotion, reassignment, or reduction in work hours of the effected employees.

LHA may implement a reduction in force for one or more of the following reasons:

- reorganization;
- work shortage;
- loss of funding; or
- outsourcing/privatization

### **Management Decisions**

LHA shall determine the following items prior to developing the Reduction in Force plan:

- What is the reason(s) for the reduction in force?
- What area(s) are to be impacted by the Reduction in Force program?
- What position title(s) within the program area(s) are to be affected?
- How many positions in each position title(s) are to be eliminated?

### **Program Area(s)**

LHA shall determine which program area(s) the reduction in force will impact. The program area may be: the entire organization, a department, a unit, or a geographical location.

### **Program Group(s)**

LHA shall determine the program group(s) based on the position title(s) within the program area(s) that the reduction in force would affect. If the reduction in force is to apply to more than one position title, each position title will be treated separately.

### **Position Identification**

LHA shall identify the position(s) within the program area(s) and program group(s) by identifying the following information:

- Position title; and
- Total number of positions in the position title within the program area to be eliminated

### **Reduction in Force Determinations**

In the event LHA finds it necessary to reduce the number of employees in any job classification, probationary, part-time and temporary employees in that job classification will be released first. Ability to perform the duties of the classification, job performance, absenteeism, and seniority shall be factors in determining the order of layoff of employees.

### **Sequence of Reduction in Force**

The order of the reduction in force of employees in each position title(s) shall be based upon a schedule of retention points for each employee as defined in the Reduction in Force plan. If two or more employees affected by a reduction in force have the same number of retention points, the employees' individual performance and attendance will determine the order of the employees affected.

## **Retention of Necessary Qualifications**

No employee with a lower number of retention points shall be retained in preference to another employee in a program area(s) and group(s) with a higher number of retention points except when LHA determines that a Retention of Necessary Qualifications applies.

When *Retention of Necessary Qualifications* is to be used in a Reduction in Force plan, justification for this retention must be documented and afterwards approved by the Executive Director prior to submitting the request for a Reduction in Force Plan to Office of Human Resources. The Office of Human Resources will retain documentation to support any retentions made on this basis.

## **Writing and Implementation of the Reduction in Force Plan**

Once the Executive Director has made the decisions outlined above, the Office of Human Resources shall develop and implement the Reduction in Force Plan. At minimum:

- The plan shall include the development of a:
  - Schedule of retention points for each employee
  - Sample of the letter that will be provided to each affected employee
  - Schedule of individual meetings with each affected employee
- The Reduction in Force shall be implemented during the meeting with each affected employee. During this meeting, the employee will be:
  - Advised of the reason for the Reduction in Force
  - Provided with an organizational chart

- Provided with a copy of the Reduction in Force policy
- Provided with a signed-letter advising the employee of his or her employment separation and the possible resources that the employee may access during his or her transition.

### **Grievance Rights**

Any employee who is affected by a reduction in force has the right to file a grievance and to appeal to the Office of Human Resources only if the grievance or appeal is based on improper or inconsistent application of a Reduction in Force policy or plan. After review of the employee's appeal, the Office of Human Resources shall make its recommendations to the Executive Director.





## **Safety in the Workplace**

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Approval Copy 12/30/16



## Each Employee's Responsibility

Safety can only be achieved through teamwork at our organization. Each employee, supervisor and manager must practice safety awareness by thinking defensively, anticipating unsafe situations and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the organization's property is forbidden.
3. Use, adjust and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess; just ask your supervisor.
6. Know the locations, contents and use of first aid and fire-fighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

8. Comply with OSHA standards and/or applicable state job safety and health standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Approval Copy 12/30/16

## **Workplace Violence**

Violence by an employee or anyone else against an employee, supervisor or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to organization property in the event someone, for whatever reason, may be unhappy with an organization decision or action by an employee or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the organization's investigation, may result in disciplinary action, up to and including discharge.

## **Workplace Searches**

To protect the property and to ensure the safety of all employees, customers and the organization, the organization reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the organization's property. In addition, the organization reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the organization, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the organization.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the organization's security procedures or any other organization rules and regulations.

## **Hazard Communication**

Our organization may use some chemicals (e.g., cleaning compounds, inks, etc.) in some of its operations. You should receive training and be familiar with the handling, use, storage and control measures relating to these substances if you will use or likely be exposed to them. Safety Data Sheets (SDS) are available for inspections in your work area. You must follow all labeling requirements.

Please consult with the designated safety coordinator prior to purchasing chemicals for the organization or bringing them on to our premises. For additional information, please refer to our organization's written Hazard Communication Program. If you have any questions, ask your supervisor or the safety coordinator.

## **Good Housekeeping**

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

## **Smoking in the Workplace**

Our organization is committed to providing a safe and healthy environment for employees and visitors. Smoking is allowed only in designated areas outside the building.



Violations of this policy may result in disciplinary action, up to and including discharge.

## **Weapons Policy**

### **I. Possession of Firearms on LHA Property**

Ensuring a safe work environment and the prevention of workplace violence is of paramount importance to LHA. Weapons inside the workplace pose a potential threat to the safety and security of our employees, and firearms, as defined in Section 790.251, Florida Statutes, as may be amended are strictly prohibited at all times inside LHA facilities, or while you are engaged in the work or business of LHA, whether on-site or off-site.

The carrying of a firearm of any kind and/or the displaying of a firearm out in the open while inside a LHA building or leased space, on LHA property, inside a LHA owned motor vehicle, or while conducting LHA business, on or offsite, is strictly prohibited, is a violation of LHA policy, and will subject an employee to discipline, up to and including termination. Pursuant to Section 790.251, Florida Statutes, as may be amended, LHA may not restrict an employee from transporting or storing lawfully possessed firearms in the employee's privately-owned motor vehicle, as defined in Section 790.251, Florida Statutes, as may be amended while the motor vehicle is in a LHA designated parking lot, as defined in Section 790.251, Florida Statutes, as may be amended if and only if the following requirements are satisfied:

1. The employee's motor vehicle is operated or parked in a LHA parking lot; and
2. The firearm is either:

- a) kept inside the motor vehicle and out of sight, while the employee is attending the motor vehicle; or
- b) kept locked in the interior of the motor vehicle or locked to the motor vehicle, when the motor vehicle is unattended.

If you do not meet these requirements you are prohibited from having a firearm in a motor vehicle on LHA property. Please note that neither the law nor LHA policy allows persons to possess firearms in vehicles owned by another individual. In the event that LHA believes an employee poses a risk of danger to themselves or others, LHA reserves the right to make further inquiry as to whether an employee has a weapon on LHA property, except as prohibited by Section 790.251, Florida Statutes, as may be amended. If it is found that the employee is not in compliance with the law and LHA policy, the employee may be subject to disciplinary action, up to and including termination. If there is any conflict between this LHA policy and Section 790.251, Florida Statutes, as may be amended, the then current above referenced statute will control.

## **II. Reporting weapons in the building**

Any employee who is aware of a weapon of any type or form within the building or that an employee has a weapon in their possession while engaging in company business on or off-site, has an obligation to report this information immediately to his/her manager or Human Resources. It is the responsibility of Human Resources to do what is necessary to ensure the safety of all individuals at LHA.

## **III. Other Weapons**

To further ensure a safe working environment, weapons of any type, including, but not limited to, knives with a 3

inch blade or longer, fighting weapons i.e. nunchuks, daggers, etc., brass knuckles, zip guns and stun guns are strictly prohibited inside a LHA building or leased office space, on LHA property, inside a LHA owned motor vehicle, or while conducting LHA business, on or offsite, is strictly prohibited and an employee may be subject to discipline, up to and including termination.

## **Substance Abuse**

The organization has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and customers we serve. The unlawful or improper use of controlled substances or alcohol in the workplace presents a danger to everyone. In addition, as a federal contractor and/or grantee we have a duty to comply with the requirement of the Drug-Free Workplace Act of 1988. For these reasons, we have established as a condition of employment and continued employment with the organization the following drug and alcohol free workplace policy.

The organization has implemented a drug testing program in compliance with local, state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees

are also prohibited from consuming alcohol during working hours, including meal and break periods.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on organization paid time, on organization premises, in organization vehicles or while engaged in organization activities.

In accordance with the Drug-Free Workplace Act of 1988, you must notify your supervisor of any criminal drug statute conviction for a violation occurring within the workplace within five days of such conviction.

Your employment or continued employment with the organization is conditioned upon your full compliance with the foregoing drug and alcohol free workplace policy. Any violation of this policy may result in disciplinary action, up to and including discharge. Furthermore, any employee who violates this policy and is subject to discharge may be permitted in lieu of discharge, at the organization's sole discretion, to participate in and successfully complete an appropriate treatment, counseling, or rehabilitation program as recommended by a substance abuse professional as a condition of continued employment and in accordance with applicable federal, state, and local laws.

Consistent with its fair employment policy, the organization maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their drug and alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves, or others. The organization will attempt to assist its

employees through referrals to rehabilitation, appropriate leaves of absence and other measures, consistent with the organization's policies and applicable federal, state or local laws.

The organization further reserves the right to take any and all appropriate and lawful actions necessary to enforce this drug and alcohol free workplace policy including, but not limited to, the inspection of organization issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the organization has reasonable suspicion to believe that the employee has violated this drug and alcohol free workplace policy.

This policy represents management guidelines. For more information, please speak to your supervisor.

### **Drug and Alcohol Free Awareness Program**

In order to maintain a drug and alcohol free workplace, the organization has established a drug and alcohol free awareness program to educate employees on 1) the danger of drug abuse and alcohol in the workplace; 2) the organization's drug and alcohol free workplace policy; 3) the availability of any drug and alcohol counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse and alcohol violations, and violations of the organization's drug and alcohol free workplace. Such education includes: inclusion of the company's drug and alcohol free workplace policy in the Employee Handbook and any other personnel policy publications.

## **Receipt of Employee Handbook and Employment-At-Will Statement**

This is to acknowledge that I have received a copy of the Housing Authority of the City of Lakeland dba Lakeland Housing Authority Employee Handbook and I understand that it contains information about the employment policies and practices of the organization. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the organization retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the organization. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the organization reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the president of the organization. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

**THIS ORGANIZATION IS AN AT-WILL EMPLOYER.**  
**THIS MEANS THAT REGARDLESS OF ANY**

**PROVISION IN THIS EMPLOYEE HANDBOOK, THE ORGANIZATION OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE ORGANIZATION IS AUTHORIZED TO ENTER INTO AN AGREEMENT— EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE PRESIDENT OF THE ORGANIZATION.**

I understand that this Employee Handbook refers to current benefit plans maintained by the organization and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Flexible Time Off (FTO) Policy in this Employee Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_

Approval Copy 12/30/16





## **Receipt of Employee Handbook and Employment-At-Will Statement**

This is to acknowledge that I have received a copy of the Housing Authority of the City of Lakeland dba Lakeland Housing Authority Employee Handbook and I understand that it contains information about the employment policies and practices of the organization. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which in a developing business will require changes from time to time. I understand that the organization retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the organization. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the organization reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the president of the organization. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

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I understand that this Employee Handbook refers to current benefit plans maintained by the organization and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Flexible Time Off (FTO) Policy in this Employee Handbook.

Initials \_\_\_\_\_ Date \_\_\_\_\_

I also understand that if a written contract is inconsistent with the Employee Handbook, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook, I will ask my supervisor or a member of management.

NAME \_\_\_\_\_

DATE \_\_\_\_\_

EMPLOYEE  
SIGNATURE \_\_\_\_\_

Approval Copy 12/30/16

## RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC.

Page 12, Article 6 of the Declaration of Protective Covenants and Restrictions for Renaissance at Washington Ridge (RWR), refers to two (2) neighborhoods. The first is listed as Neighborhoods within Washington Park Renaissance. The second is known as *"The Lake Ridge Neighborhood"*. It is defined as *"Lots 1-40 of Lake Ridge according to the plat thereof as recorded at Plat Book 122, Pages 14-15 of the Public Records of Polk County, Florida."* See attached Declaration of Protective Covenants. Twenty (20) of the houses within the Lake Ridge Neighborhood were developed by the Housing Authority of the City of Lakeland, Florida (LHA). Nineteen (19) of the houses were developed by Lakeland Habitat for Humanity. Additionally, the one (1) vacant lot is owned by Lakeland Habitat for Humanity. Homeowners living at the LHA-developed houses pay their Master Association fees directly to the RWR Master Association. Lakeland Habitat for Humanity pays Master Association fees monthly for the 19 houses that they developed directly to the RWR Master Association. To date, Lakeland Habitat for Humanity has not paid any association fees to the RWR Master Association for the one (1) vacant lot that they own. This is despite Page 22, Article 11.2.2 "Payment of Assessments" of the Declaration of Protective Covenants and Restrictions requiring that each owner of a Lot to pay an amount equal to one Per Unit Assessment for each Lot it owns.

On January 19, 2016 and November 21, 2016 respectively, several of the Lake Ridge Homeowners attended the Board of Commissioners meeting. During the Public Forum portion of the meeting, they expressed their concerns in reference to the RWR Master Association. Note that their concerns were the same for both meetings.

**Concern 1** : Homeowners discussed their concerns with *"how"* fees collected were being used. Homeowners had been paying \$65 per month in Master Association fees up until January 1, 2015. At that time, RWR Master Association reduced the fees to \$44.09 per month. The only service that the Homeowners receive from the RWR Master Association is lawn care. Homeowners at North Florence Avenue were seeking to have a fence installed along their property lines to keep people from cutting through their yards. What is being done with the fees that are being collected?

**Response:** If all Master Association fees owed were collected within a 1-year period, the RWR Master Association would have \$20,634.12 available to operate the association. The contract for lawn care at Lake Ridge is \$19,200. Subsequently, if all fees were successfully collected throughout the year there would only be a balance of \$1,434.12 to operate the master association. Costs associated with operating the master association include bank fees, printing/postage, business license, insurance, exterior street lighting at the 39 houses and one (1) vacant lot, and legal expenses. See attached budget for 2016.

Unfortunately, RWR Master Association has not been able to successfully collect all of the fees owed by the Lake Ridge Neighborhood. Specifically, Master Association fees owed by several owners, including the 19 houses and one (1) lot controlled by Lakeland Habitat for Humanity, have been very hard to collect. Subsequently, RWR Master Association was forced to spend over \$18,000 in legal fees during Calendar Year 2016 collecting Master Association fees.

Furthermore liens were placed on all lots that continued to be unresponsive to the legal notices. Presently, all of the Board of Directors positions for the RWR Master Association are in the process of being transferred to homeowners living within the Lake Ridge Neighborhood. The transition is scheduled to occur on **Monday, January 30, 2017** as part of the monthly Association Meeting. At that time, the new Board of Directors will review various collection options as allowed by Florida Statute for Master Associations. Then they can determine which mechanisms that they will employ to collect outstanding fees.

**Concern 2:** Homeowners informed LHA's Board of Commissioners that they were worried about their safety as there are people hanging out, cutting through their yards, etc.

**Response:** The RWR Master Association cannot consider funding security services for the Lake Ridge Neighborhood until the outstanding fees are collected. In addition, members of the Master Association will have to vote on an increase in fees. This is because Page 19, Article 9.4 "Yard and Landscaping Maintenance" of the Declaration of Protective Covenants and Restrictions outline that the Master Association shall maintain the basic lawn and landscaping on all Lots. As security is not a part of the basic services required by the Declaration of Protective Covenants and Restrictions, the Lake Ridge Neighborhood will have to request that the Master Association provide a higher level of service. See Pages 12-13, Article 6.4 "Neighborhood Services" for the process required by the Declaration of Protective Covenants and Restrictions. On Monday, January 30, 2017, all of the Board of Directors positions for the RWR Master Association will be transferred to individual homeowners living within the Lake Ridge Neighborhood. At that time, the new Board of Directors can determine whether or not they will initiate the process described by Article 6.4 to expand neighborhood services to include security.

**Attachments:**

- 1.) Declaration of Protective Covenants and Restrictions for Renaissance at Washington Ridge
- 2.) RWR Master Association 2016 Budget

**Renaissance at Washington Ridge Master Association  
Annual Budget for 2016**

**HOMEOWNERS AND LLLP ( 251 UNITS)**

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**Without Community Building**

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**Receipts and Expenditures**

**Receipts**

HOA Dues Collected @ \$44.09/mo per unit \$20,634.12

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**Total Receipts** **\$20,634.12**

**Expenditures**

Bank Fees -\$175.00

Printing and Postage -\$225.00

Business License -\$62.00

Insurance -\$150.00

Legal Expense -\$4,000.00

Lighting - Roadway and Parking Lot -\$3,350.00

Miscellaneous -\$350.00

Collection Loss -\$4,000.00

Lake Ridge Center Insurance

Lake Ridge Center Electricity

Lake Ridge Center Irrigation

Lake Ridge Center Maintenance

Lake Ridge Center Pest Control

Lake Ridge Center Alarm Monitoring

Lake Ridge Center Internet

Lake Ridge Center Reserve

**Total Expenditures** **-\$12,312.00**

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**Expenditures Over Revenues** **\$8,322.12**

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**Monthly Expense per Unit** **\$4.09**

Lawn Care - Lakeridge Homes -\$19,200.00

Monthly Expense per Unit - Homeowners \$40.00

**Total Monthly Expense per Unit - Homeowners** **\$44.09**

HOA Utility Expense  
Building Utility Expense

INSTR # 2006294247  
BK 07086 PGS 1267-1351 P6(s)85  
RECORDED 12/07/2006 02:49:45 PM  
RICHARD M WEISS, CLERK OF COURT  
POLK COUNTY  
RECORDING FEES 724.00  
RECORDED BY C King

This instrument prepared by and  
should be returned to:

Elizabeth A. Lanham-Petrie, Esquire  
TAYLOR & CARLS, P.A.  
850 Concourse Parkway South  
Suite 105  
Maitland, Florida 32751  
(407) 660-1040

DECLARATION OF PROTECTIVE COVENANTS  
AND  
RESTRICTIONS FOR RENAISSANCE AT WASHINGTON RIDGE

THIS DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR  
RENAISSANCE AT WASHINGTON RIDGE is made by THE HOUSING AUTHORITY OF THE  
CITY OF LAKELAND, FLORIDA, a public body corporate and politic, hereinafter collectively  
referred to as "Developer".

PREAMBLE

Developer currently owns real property located in Polk County, Florida referred to in this  
document as the "Committed Property". The Committed Property is described in Exhibit "A"  
attached to and made a part of these Covenants.

Developer desires to establish an overall master association to: (1) coordinate the single family  
homes and rental properties; (2) operate, administer, maintain and repair portions of the  
Committed Property; (3) engage in various activities for the benefit of all residents of the  
Committed Property; and (4) enforce the covenants and restrictions contained in these  
Covenants. The members of the Association shall be the Owners of the Lots and Rental  
Tracts. Developer has deemed it desirable for the efficient preservation of the values and  
amenities to be established on the Committed Property to provide for a method to delegate and  
assign to the RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC.,  
("Association"), certain powers and responsibilities including, without limitation: (1) certain  
powers and duties of operation, administration, maintenance and repair of portions of the  
Committed Property; (2) the enforcement of the covenants and restrictions contained herein; (3)  
the right to assess the Owners of the Lots and Rental Tracts for the expenses to be incurred by  
the Association; and (4) the collection and disbursement of the assessments and charges as  
set out in these Covenants.

NOW, THEREFORE, Developer hereby declares that the Committed Property shall be held,  
sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements,  
covenants, conditions, restrictions, reservations, liens and charges set forth in these  
Covenants. These Covenants are created in the best interests of the Owners and residents of  
the Committed Property and shall run with the Committed Property and shall be binding upon all  
persons having or acquiring any right, title or interest in the Committed Property and shall inure



to the benefit of each and every person, from time to time, owning or holding an interest in the Committed Property .

## ARTICLE 1

### DEFINITIONS

1. Definitions. Unless prohibited by the context in which they are used, the following words, when used in these Covenants, shall be defined as set out below:

1.1 "Assessment" shall mean the Annual Assessments, Neighborhood Assessments, and Special Assessments as defined in Section 1.16 and Article 11 of these Covenants.

1.2 "Association" shall mean the Renaissance at Washington Ridge Master Association, Inc., a Florida corporation not-for-profit. Copies of the Articles of Incorporation ("Articles"), Articles of Amendment to the Articles of Incorporation ("Articles of Amendment") and Bylaws ("Bylaws") of said corporation are attached to these Covenants as Exhibits "B", "C" and "D" respectively.

1.3 "Board" shall mean the Board of Directors of the Renaissance at Washington Ridge Master Association, Inc.

1.4 "Committed Property" shall mean that property which is subjected to these Covenants upon recordation of this document and for which a legal description is included in Exhibit "A" hereto.

1.5 "Common Area" shall mean those areas described in Article 2 of these Covenants. Whenever the term Common Area is used herein it shall include the term Exclusive Neighborhood Common Area, unless the context indicates otherwise or it is specifically excluded from the term Common Area.

1.6 "Common Expense" shall mean the actual and estimated expenses incurred, or anticipated to be incurred, by the Association for the general benefit of all Owners, including any reasonable reserves, as the Board may find necessary and appropriate.

1.7 "Community Center" shall mean Tract "B" of the plat of Washington Park Renaissance, which is reflected on the plat recorded at Plat Book 122, Pages 16 and 17 of the Public Records of Polk County, Florida. The Developer reserves the right, in its sole and absolute discretion without consent or approval from or notice to the Owners or the Association, to replat Washington Park Renaissance, and if it does so it shall file an amendment to these Covenants redefining the terms herein. This Community Center is part of the Amended and Restated Ground Lease Between The Housing Authority of the City of Lakeland, Florida and Renaissance at Washington Ridge Ltd., LLLP dated December 23, 2002 the memorandum of which is recorded at Official Records Book 5220, Page 2048, Public Records of Polk County, Florida.

1.8 "Covenants" shall mean this instrument, Declaration of Protective Covenants And Restrictions For Renaissance At Washington Ridge, and all amendments made to this instrument.

1.9 "Developer" shall mean THE HOUSING AUTHORITY OF THE CITY OF LAKE LAND, FLORIDA and its successors or assigns as designated in writing by the Developer.

1.10 "Director" shall mean a member of the Board of Directors of the Renaissance at Washington Ridge Master Association, Inc.

1.11 "Exclusive Neighborhood Common Area" shall mean a portion of the Common Area primarily benefitting one Neighborhood as more particularly described in Article 2.

1.12 "Lot" shall mean Lots 1- 40 of Lake Ridge according to the plat thereof as recorded at Plat Book 122, Pages 14-15 of the Public Records of Polk County, Florida. Lot shall also include Lots 1-15 of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 and 17 of the Public Records of Polk County, Florida. The Developer reserves the right, in its sole and absolute discretion without consent or approval from or notice to the Owners or the Association, to replat Washington Park Renaissance, and if it does so it shall file an amendment to these Covenants redefining the terms herein.

1.13 "Master Tenant" shall mean Renaissance at Washington Ridge, Ltd., LLLP, the current ground lease tenant pursuant to the Amended and Restated Ground Lease Between The Housing Authority of the City of Lakeland, Florida and Renaissance at Washington Ridge Ltd., LLLP dated December 23, 2002, or any future ground lease tenants subject to a substantially similar lease.

1.14 "Member" shall mean and refer to Class "A" and Class "B" members of the Association as defined in Sections 4.4.1 and 4.4.2 of these Covenants.

1.15 "Neighborhood" shall mean and refer to those groups of Lots designated as separate Neighborhoods as identified in Article 6 herein for the purpose of sharing Exclusive Neighborhood Common Area and/or receiving other benefits or services from the Association which are not provided to all Lots within the Committed Property. Due to the unique nature of the Rental Tracts as set forth in these Covenants, the Rental Tracts will remain as defined herein and will not be identified as a separate Neighborhood.

1.16 "Neighborhood Assessments" shall mean assessments levied against the Lots in a particular Neighborhood to fund Neighborhood expenses as described in Section 1.17, Article 6 and Article 11.

1.17 "Neighborhood Expenses" shall mean the actual or estimated expenses which the Association incurs or expects to incur for the benefit of Owners of Lots within a particular Neighborhood or Neighborhoods, which may include a reasonable reserve for capital repairs and replacements and a reasonable administrative charge, as may be authorized pursuant to these Covenants.

1.18 "Owner" shall mean the record owner of legal title to any Lots, Rental Tracts, Community Center and the Parking Area as defined in these Covenants. Whenever the context so dictates or requires (e.g., use and enjoyment rights, receiving of services), "Owner" may also mean the Owner's family members, guests, invitees, and the tenants of the Owner, their family members, guests, and invitees.

1.19 "Parking Area" shall mean Tract "E" of Lake Ridge according to the plat thereof as recorded at Plat Book 122, Pages 14-15 of the Public Records of Polk County, Florida. This Parking Area is part of the Amended and Restated Ground Lease Between The Housing Authority of the City of Lakeland, Florida and Renaissance at Washington Ridge Ltd., LLLP dated December 23, 2002 the memorandum of which is recorded at Official Records Book 5220, Page 2048, Public Records of Polk County, Florida.

1.20 "Primary Mortgagee" means Suntrust Bank, its successors and/or assigns, as Mortgagee under that certain Leasehold Mortgage and Security Agreement recorded in Official Records Book 05220, Page 2115, Public Records of Polk County, Florida, including all amendments and modifications thereto.

1.21 "Renaissance At Washington Ridge" shall mean that real estate development located in Polk County, Florida, developed by the Developer made subject to these Covenants as Committed Property and for which a legal description is included in Exhibit "A" hereto.

1.22 "Rental Living Unit" shall mean and refer to each individual living unit located on Tracts "C" and "D" of Lake Ridge according to the plat thereof as recorded at Plat Book 122, Pages 14-15 of the Public Records of Polk County, Florida. Rental Living Unit shall also include each individual unit located on Tracts "A", "C", "D", "E", "G", "H", "K", "L", "M" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 and 17 of the Public Records of Polk County, Florida. The Developer reserves the right, in its sole and absolute discretion without consent or approval from or notice to the Owners or the Association, to replat Washington Park Renaissance, and if it does so it shall file an amendment to these Covenants redefining the terms herein.

1.23 "Rental Tract" shall mean Tracts "C" and "D" of Lake Ridge according to the plat thereof as recorded at Plat Book 122, Pages 14-15 of the Public Records of Polk County, Florida, Tracts "A", "C", "D", "E", "G", "H", "K", "L" and "M" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 and 17 of the Public Records of Polk County, Florida. The term Rental Tract shall also include the streets and parking areas located on Tracts "D", "E" and "H" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 and 17 of the Public Records of Polk County, Florida. The Developer reserves the right, in its sole and absolute discretion without consent or approval from or notice to the Owners or the Association, to replat Washington Park Renaissance, and if it does so it shall file an amendment to these Covenants redefining the terms herein.

1.24 "Senior Living Center" shall mean Tract "H" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 and 17 of the Public Records of Polk County, Florida. The Developer reserves the right, in its sole and absolute discretion without consent or approval from or notice to the Owners or the Association, to replat Washington Park Renaissance, and if it does so it shall file an amendment to these Covenants redefining the terms herein.

1.25 "Single Family Home" shall mean and refer to a stand alone structure on a Lot, which is for single-family use and which is located on Lots 1- 40 of Lake Ridge according to the plat thereof as recorded at Plat Book 122, Pages 14-15 of the Public Records of Polk County, Florida, and Lots 1 through 15 of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 and 17 of the Public Records of Polk County, Florida. The Developer

reserves the right, in its sole and absolute discretion without consent or approval from or notice to the Owners or the Association, to replat Washington Park Renaissance, and if it does so it shall file an amendment to these Covenants redefining the terms herein.

1.26 "Tenant" shall mean and refer to any person or persons renting a Single Family Home, Townhouse, or a Rental Living Unit.

1.27 "Townhouse" If Townhouses are constructed, this term shall mean and refer to a structure on a Lot, which shares a common roof and common wall and appear as one structure albeit partitioned off for single-family use. It is anticipated that Townhouses will be constructed within Washington Park Renaissance after the recordation of the replat of Washington Park Renaissance.

1.28 "Washington Park Renaissance" shall mean the real property identified on the plat recorded at Plat Book 122 Pages 16 - 17 of the Public Records of Polk County, Florida. THE DEVELOPER ANTICIPATES THAT IT WILL REPLAT WASHINGTON PARK RENAISSANCE AND THAT SUCH A REPLAT WILL RESULT IN THE MODIFICATION OF SOME OF THE LOTS, COMMON AREA AND RENTAL TRACTS.

## ARTICLE 2

### COMMON AREA

2.1 Common Area. The below described Common Area of Renaissance At Washington Ridge are not intended to be owned by the Association. Instead, this plan of development provides for the ownership of most of the same to be retained by the Developer, with a smaller portion of the same to be leased by the Developer and then assigned to the Association. This plan of development then provides for the Developer to grant to the Association and all Owners full easement and use rights in and to the Common Area as more particularly described below. Notwithstanding this present scheme, the Developer reserves the right, at any time, and in its sole discretion, to deed any or all of the below described property to the Association, which transfer the Association must accept.

2.1.1 Common Area Owned By Developer. The following is Common Area owned by the Developer, subject to the easements rights addressed below:

2.1.1.1 Tract "F" (Community Park), Tract "I" (Detention Area), Tract "J" (Detention Area), and Tract "N" (Turner Court) all of which are reflected on the plat of Washington Park Renaissance as recorded at Plat Book 122, Pages 16 and 17 of the Public Records of Polk County, Florida. The Developer reserves the right, in its sole and absolute discretion without consent or approval from or notice to the Owners or the Association, to replat Washington Park Renaissance, and if it does so it shall file an amendment to these Covenants redefining the terms herein. Tracts "F", "I" and "J" are also part of the Amended and Restated Ground Lease Between The Housing Authority of the City of Lakeland, Florida and Renaissance at Washington Ridge Ltd., LLLP dated December 23, 2002 the memorandum of which is recorded at Official Records Book 5220, Page 2048, Public Records of Polk County, Florida; and

2.1.1.2 Tract "A" (Recreation), and Tract "B" (Stormwater Detention) all of which are reflected on the plat of Lake Ridge as recorded at Plat Book 122, Pages 14-15 of the Public Records of Polk County, Florida; and all real and personal property (or interest therein) intended for the common use and enjoyment of all Owners.

2.1.2 Common Area Leased from the City of Lakeland. Certain real property, together with all improvements thereon, leased by the Developer from the City of Lakeland, pursuant to that Lease Agreement dated January 7, 2002 ("Lease Agreement"), which lease was assigned to the Association pursuant to that Assignment and Assumption Agreement dated September 19, 2006 ("Assignment and Assumption") is deemed a Common Area. The Lease Agreement is attached to these Covenants as Exhibit "E" and describes this Common Area leased from the City of Lakeland. The Assignment and Assumption is also attached to these Covenants as Exhibit "F". This real property shall only be a Common Area during the term of the Lease Agreement and any renewals thereof.

2.1.3 Exclusive Neighborhood Common Area. Certain portions of the Common Area may be designated as Exclusive Neighborhood Common Area by the Board of Directors and reserved for the primary use and benefit of Owners and occupants of one or more than one Neighborhood. The Board of Directors, by resolution, shall also have the right to re-designate Exclusive Neighborhood Common Area as Common Area.

2.2 Easements in Common Area. The following easement rights are hereby granted by the Developer to the following persons and entities:

2.2.1. Easement Rights Granted to the Association. The Association shall have a perpetual easement for ingress and egress for itself and its agents, employees, and licensees over, across, and upon the Common Area. Such easement shall include an easement in favor of the Association to enter upon the Common Area, now or hereafter created, to use, repair, maintain and replace the same for the purposes for which they are initially designed or dedicated or for which the Developer or the Association hereafter redesignates them or otherwise determines them to be reasonably suited. This easement also grants to the Association the right to promulgate Rules and Regulations respecting the use of the Common Area, the power to charge reasonable fees for the use of the Common Area, and the right and power to enforce all of the provisions of these Covenants, the Articles, Bylaws and all Rules and Regulations as they relate to the use of the Common Area including but not limited to the right to suspend use rights as provided for below.

2.2.2 Easement Rights Granted to the Owners & Limitations on Such Rights. Every Owner, Master Tenant, for as long as the Master Tenant is subject to the Amended and Restated Ground Lease set forth in Section 5.1 below, as amended from time to time, his family members, and tenants shall have a right and perpetual non-exclusive easement of enjoyment and use in and to all the Common Area for the purposes for which they are created, and such easement shall be appurtenant to and shall pass with title to every Lot and Rental Tract. Such easements of enjoyment and use shall include but not be limited to the Owner's right of ingress and egress over the streets, roadways and walkways on the Common Area for purposes of access to a Lot or Rental Tract. The above granted easement rights shall be subject to the following:

- 2.2.2.1 Rules and Regulations. The right of the Association, by and through the Board of Directors, to promulgate and enforce Rules and Regulations respecting the use of the Common Area, or any portions thereof.
- 2.2.2.2 Fees. The right of the Association to charge any Lot Owner, his family members and tenants and the tenants of any Rental Living Units reasonable fees for the use of any Common Area as set by and through its Board of Directors from time to time.
- 2.2.2.3 Suspension of Rights. The right of the Association to suspend the right to use the Common Area by any Lot Owner, his family members, and tenants for any period during which charges, user fees or any Assessment owed by Lot Owner to the Association or assessed against that Owner's Lot remains unpaid, and for any infraction by a Lot Owner of these Covenants, the Articles, the Bylaws or of the Association's published Rules and Regulations. However, such suspension shall not absolve the Lot Owner from paying any Assessment, or other fees, costs, and expenses and no suspension may occur without first complying with such notice and hearing guidelines as are required by Florida law. Notwithstanding the above, no suspension of Common Area use rights may impair the right of a Lot Owner to have vehicular and pedestrian ingress to and egress from their Lot, including, but not limited to, the right to park so long as such rights are exercised in accordance with all Rules and Regulations.
- 2.2.2.4 The Amended and Restated Ground Lease Between The Housing Authority of the City of Lakeland, Florida and Renaissance at Washington Ridge Ltd., LLLP dated December 23, 2002 the memorandum of which is recorded at Official Records Book 5220, Page 2048, Public Records of Polk County, Florida.

2.3 Delegations of Use and Enjoyment in the Common Area. Any Owner may delegate his right of enjoyment to the Common Area to his family members, and tenants. Such delegation shall be subject to such Rules and Regulations as are adopted by the Board of Directors from time to time.

2.4 Use of Common Area by the Developer. Developer shall use the Common Area for the purposes for which they are created. Notwithstanding anything to the contrary contained in these Covenants and in recognition of the fact that the Developer will have a continuing and substantial interest in the development and administration of the Common Area, the Developer hereby reserves for itself and its successors, nominees and assigns, and the Association recognizes, agrees to and acknowledges that the Developer and its successors, nominees and assigns shall have the right to use the Common Area in conjunction with and as part of its program of sale, leasing, constructing and developing of the Committed Property for as long as the Developer owns any property within the Committed Property.

## ARTICLE 3

### ADDITIONAL EASEMENTS

3.1 Grant of Easements. The Developer hereby grants the following additional easements:

3.1.1 Right to Enter Upon the Committed Property. An easement for ingress, egress and access in favor of the Developer, the Association, and all agents, employees, or other designees of the Developer or the Association to enter upon each Lot or Common Area for the purpose of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of either such Owner or the Association, as applicable. An easement for ingress, egress and access in favor of the Developer, the Association, and all agents, employees, or other designees of the Developer or the Association to enter upon each Rental Tract, Parking Area, Community Center or other portions of the Committed Property for the purpose of fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of either such Owner or the Association, as applicable. Except as provided in Article 9, nothing contained therein or herein shall be interpreted to impose any obligation upon the Association or the Developer to maintain, repair, or construct any Single Family Home, Townhouse, or other improvement on a Lot, any building or improvement upon the Rental Tracts or Community Center, or any improvement upon the Parking Area which an Owner is required to maintain, construct or repair.

3.1.2 Drainage. A nonexclusive easement shall exist in favor of the Developer, the Association, and their employees, or other designees, the Owners and the Master Tenant, for as long as the Master Tenant is subject to the Amended and Restated Ground Lease set forth in Section 5.1 below, as amended from time to time, for the use of drainage areas as set forth on the Lake Ridge plat recorded at Plat Book 122, Pages 14-15 and the Washington Park Renaissance plat as recorded at Plat Book 122, Pages, 16-17 all of the Public Records of Polk County, Florida and an easement for ingress, egress, and access to enter any portion of the Committed Property in order to construct, maintain and/or repair any drainage areas and facilities thereon and appurtenances thereto. No structure, landscaping or other material shall be placed or permitted to remain which may change the direction of flow of drainage channels in the easement, or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Section. The Developer reserves the right, in its sole and absolute discretion without consent or approval from or notice to the Owners or the Association, to replat Washington Park Renaissance, and if it does so it shall file an amendment to these Covenants redefining the drainage areas.

3.1.3 Utility and Governmental Services Easements. A nonexclusive easement shall exist in favor of the Developer, the Association, and their employees, or other designees, the Owners and the Master Tenant, for as long as the Master Tenant is subject to the Amended and Restated Ground Lease set forth in Section 5.1 below, as amended from time to time, for the installation, service, repair and maintenance of the power, electric transmission, television cable, light, telephone, communication, security, gas, water, sewer, garbage, drainage and other utilities and governmental service including police and fire protection, and postal service including rights of ingress, egress and access for persons and equipment necessary for such purposes for the benefit of the Developer and the Association and all appropriate utility

companies, agencies, franchises or governmental agencies. No structure, landscaping or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, governmental services, or otherwise interfere with any easement provided for in this Section.

3.1.4 Easement for Encroachments. An easement for encroachment shall exist in favor of the Developer, the Association, the Owners, and all persons entitled to use that portion of the Committed Property in the event any portion of the improvements located on any portion of the Committed Property now or hereafter encroaches upon any of the remaining portions of the Committed Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement.

3.1.5 Interference with Owners' Rights. Except as set forth above, these Easements shall not unreasonably interfere with an Owner's use of his/her Lot or Rental Tract and any existing improvements thereon.

3.1.6 Indemnification. Each party exercising its rights under this Section 3.1 agrees to indemnify, defend and hold harmless the other parties from all losses, costs, damages or expenses caused by that party's use of an Easement set forth in this Section.

3.2 Reservation of Easements. The Developer retains the right to grant easements on, upon, over, across, through and under the Committed Property as deemed to be in the best interests of and proper for the Committed Property, so long as the Developer owns any property within the Committed Property; provided, that no easement shall interfere with the development, use or operation of the Rental Tracts nor shall it violate the Amended and Restated Ground Lease as defined in Section 5.1; and further provided that such additional easements will not permit the Committed Property to be used or developed in a manner inconsistent with these Covenants.

#### ARTICLE 4

#### ASSOCIATION

4.1 Creation of Association. The Developer has formed the Renaissance at Washington Ridge Master Association, Inc. for the purpose of operating, maintaining, repairing and replacing the Common Area, the Surface Water Management System Facilities, as defined in Article 14 below, and enforcing these Covenants as such rights of enforcement are provided herein. The Association shall also have such other powers and duties as are prescribed in these Covenants and by its Articles and Bylaws and as granted to a mandatory homeowners association under Chapters 617 and 720 of the Florida Statutes.

4.2 Power and Authority. The Association shall have the power and authority to enter into contracts, franchises or service agreements on a non-exclusive basis to provide necessary outside services to the Owners; provided, however, the Association shall not enter into such an agreement for the Rental Tracts, Parking Area or Community Center without the written approval of the Master Tenant. By way of illustration and not as a limitation, the Association may enter into contracts for alarm monitoring, garbage and waste collection, cable television and other communications, lawn and landscape maintenance and other common services. All



such contracts, franchises or service agreements shall comply with the provisions of Section 720.3065, Florida Statutes, as amended from time to time. The Association shall not be required to accept the lowest bid. The Association shall provide for payment of the cost and expense of such services by Assessment pursuant to Article 11 of these Covenants, or provide for direct billing to each Owner.

**4.3 Acts of the Association.** Unless the approval or action of the Members, and/or a certain specific percentage of the Board, is specifically required in these Covenants, the Articles or Bylaws, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Members. The Board may so approve an act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Association deems appropriate, or the Association may reasonably refuse to take or give such action or approval.

**4.4 Membership in the Association.** There shall be the following two (2) classes of membership in the Association:

4.4.1 **Class A.** Every person, group of persons or entity that is an Owner of a Lot shall be a Class A member of the Association. However, any such person, group of persons, or entity, who holds such interest solely as security for the performance of an obligation shall not be a member and any person, group of persons, or entity that holds such an interest in any area designated as Common Area shall not be a member on account thereof.

4.4.2 **Class B.** Every person, group of persons or entity that is an Owner of a Rental Tract shall be a Class B member of the Association. However, any such person, group of persons, or entity, who holds such interest solely as security for the performance of an obligation shall not be a member and any person, group of persons, or entity that holds such an interest in any area designated as Common Area shall not be a member on account thereof.

4.4.3 **Membership Appurtenant to Ownership.** Every Owner of a Lot or Rental Tract as defined herein shall be a member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot or Rental Tract, and such membership shall be terminated without the necessity of any formal action upon the recording of a valid instrument terminating or transferring the vested, present interest of the Owner.

4.4.4 **Votes.** Votes shall be cast in such manner and subject to such restrictions (not inconsistent with the terms and conditions of this Article) as are set forth in the Articles and the Bylaws.

**4.5 Board of Directors.** The Association shall be governed by the Board which shall be elected as provided in the Bylaws.

## ARTICLE 5

### RELATIONSHIP BETWEEN DEVELOPER AND MASTER TENANT AS TO RENTAL TRACTS AND THE COMMUNITY CENTER

5.1 Assignment of Rights, Duties and Obligations of Membership. The development scheme for Renaissance At Washington Ridge provides for the Developer to remain the record owner of legal title to all Rental Tracts, Parking Area and the Community Center, therefore, the Developer will be the "Owner" of all such Tracts. However, the Developer has entered into a long term ground lease with Renaissance at Washington Ridge, Ltd., LLLP, ("Master Tenant") pursuant to the Amended and Restated Ground Lease Between The Housing Authority of the City of Lakeland, Florida and Renaissance at Washington Ridge Ltd., LLLP dated December 23, 2002 the memorandum of which is recorded at Official Records Book 5220, Page 2048, Public Records of Polk County, Florida. Accordingly, the Developer shall assign all of the Ownership rights, duties and obligations as set forth in these Covenants, the Articles and the Bylaws (including but not limited to voting rights and the obligation to pay assessments) to the Master Tenant and such assignment shall be evidenced by a written document in the form and substance acceptable to the Association and shall be recorded in the Public Records of Polk County, Florida. Such assignment must be revocable, but only upon the termination of the Amended and Restated Ground Lease, as amended from time to time, and shall not relieve the Developer or any successor Owner of the Rental Tracts and the Community Center from any duties and obligations under these Covenants, the Articles and the Bylaws should the Master Tenant fail to comply with its duties and obligations pursuant to the Assignment. This assignment right shall also apply to any substitute Master Tenant, so long as the terms and conditions of the any subsequent Ground Lease are substantially similar to the terms and conditions contained in the above described ground lease.

5.2 The Community Center. The Community Center shall be an area and a facility separate and distinct from the Common Area. The primary purpose of the Community Center is for the use and benefit of the Rental Tracts. The Developer and its assignees shall not be entitled to any membership benefits or voting rights simply by virtue of ownership of the Community Center; however, the Developer, as Owner of the Rental Tracts, shall be entitled to membership and voting rights as elsewhere provided herein.

5.2.1 Maintenance. The Developer or its assignee shall be responsible for the operation, maintenance, repair and replacement of the Community Center.

5.2.2 Right to Use the Community Center. Neither membership in the Association nor ownership of a Lot shall confer any ownership interest in or right to use the Community Center. Each Owner acknowledges that by acquiring title to any Lot, or by acquiring membership in the Association, that such Owner does not acquire any vested easement, prescriptive or otherwise to use the Community Center. The Developer shall have the right to determine from time to time, in its sole discretion and without notice or approval of any change, how and by whom the Community Center is to be used.

5.2.3 Allocation of Costs and Use. The Association or its Members may enter into a contractual agreement or covenant with the Developer or its assignee to share in the costs of

operating, maintaining and repairing the Community Center, and obtaining the right to use the Community Center.

**5.2.4 Community Center Use by Tenants of Rental Living Units.** Notwithstanding anything contained herein to the contrary, neither the Developer, nor the Association, nor its Members shall take any action with respect to the Community Center, which would so limit the use of the Community Center by the Tenants of the Rental Living Units as to result in a violation of (i) the Extended Low-Income Housing Agreement entered into by the Master Tenant and Florida Housing Finance Corporation; or (ii) the limited partnership agreement of the Master Tenant; or (iii) the loan documents which encumber the Master Tenant's interest in the Rental Tract.

## ARTICLE 6

### NEIGHBORHOODS

**6.1 Neighborhood Designation.** Each Lot within the Committed Property shall be located within a Neighborhood. The Neighborhoods are identified as follows:

**6.1.1 Neighborhoods within Washington Park Renaissance.** The Association, through its Board of Directors, shall have the power to designate neighborhoods within Washington Park Renaissance by filing amendments to this Declaration pursuant to Article 15 herein.

**6.1.2 "The Lake Ridge Neighborhood"** shall mean and refer to Lots 1-40 of Lake Ridge according to the plat thereof as recorded at Plat Book 122, Pages 14-15 of the Public Records of Polk County, Florida.

**6.2 Neighborhood Expenses Established For Neighborhoods within Washington Park Renaissance.** At a minimum, the Neighborhood Expenses for The Neighborhoods within Washington Park Renaissance shall be as follows:

**6.2.1** The maintenance, repair and replacement of its Exclusive Neighborhood Common Area, if any;

**6.2.2** The maintenance, repair and replacement of the exterior of Townhouses, if any, as more fully set forth in Section 9.3 of these Covenants; and

**6.2.3** Basic lawn and landscaping maintenance of the Lots within Washington Park Renaissance as more fully set forth in Section 9.4 of these Covenants.

**6.3 Neighborhood Expenses Established For The Lake Ridge Neighborhood.** At a minimum the Neighborhood Expenses for The Lake Ridge Neighborhood shall be as follows:

**6.3.1** Basic lawn and landscaping maintenance of the Lots within The Lake Ridge Neighborhood as set forth in Section 9.4 of these Covenants.

**6.4 Neighborhood Services.** In addition to the Neighborhood Expenses provided for in Sections 6.2 through 6.3, the Owners in any Neighborhood may request that the Association

provide a higher level of service or maintain additional areas or improvements other than that which the Association generally provides to all Neighborhoods and Rental Tracts, or may request that the Association provide special services for the benefit of Owners in such Neighborhood. Upon the affirmative vote, written consent, or a combination thereof, of Owners of: (i) more than 50% of the Lots within the Neighborhood, and (ii) the consent of the Board, the Association may provide the requested services. The cost of such services, which may include a reasonable administrative charge in such amount as the Board deems appropriate (provided, any such administrative charge shall apply at a uniform rate to all Neighborhoods receiving the same service), shall be assessed against the benefitted Owners within such Neighborhood as a Neighborhood Assessment.

6.5 Re-Designation of Neighborhoods. The Association, through its Board of Directors, may re-designate the Neighborhoods in this Article by combining two (2) or more Neighborhoods or even eliminating Neighborhoods. The Association may accomplish this re-designation by filing an Amendment to this Declaration pursuant to Article 15, herein.

## ARTICLE 7

### RESTRICTIONS

7.1 Residential Use. The Lots and Rental Tracts shall be for residential use only. No commercial or business use may be carried on any Lot or on any Rental Tract subject to the exceptions listed below:

7.1.1 The Owners of the Rental Tracts shall have the right to use the Rental Tracts in conjunction with and as part of its program of leasing its Rental Living Units. This right shall include, but not be limited to the right to enter and transact business, maintain models and leasing offices, place signs, employ leasing personnel, and show the Rental Living Units within the Rental Tracts; and

7.1.2 All Owners and tenants may conduct In-Home Business Activities (as defined hereinafter); provided that such Owner or tenant receives the prior written approval of the Association. Such approval may be withheld for any reason, including failure to pay assessments, in the Association's sole discretion. In-Home Business Activities as used herein shall only mean and include business activities conducted solely within a Single Family Home, Townhouse, or Rental Living Unit, and which do not cause, create or entail any of the following:

- 7.1.2.1 increased vehicular traffic or parking on the Committed Property;
- 7.1.2.2 clients, customers, or patrons visiting or entering the Committed Property;
- 7.1.2.3 sales activity or solicitation within the Committed Property;
- 7.1.2.4 any form of advertising or signage on or within the Committed Property;
- 7.1.2.5 delivery of supplies or other items to any portion of the Committed Property; and
- 7.1.2.6 any other manifestation of such business activity which may be construed a nuisance, in the sole, unfettered discretion of the Board of Directors.

7.2 Mining or Drilling. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise undertaken within any portion of the Committed Property. Excepted from the foregoing shall be activities of the Developer or the Association in dredging the water areas, creating land areas from water areas or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Committed Property. Such activities of the Developer or the Association are subject to the provisions of Article 14 herein regarding Surface Water Management System Facilities.

7.3 Clothes Drying Areas. Except as may be permitted by governmental regulation or law, no portion of the Committed Property shall be used as a drying or hanging area for laundry of any kind when visible from any street, roadways or alleys within the Committed Property.

7.4 Litter. In order to preserve the beauty of the Committed Property, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Committed Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Association. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any portion of the Committed Property owned by the Developer through the period of construction upon the Committed Property.

7.5 Radio Equipment. No ham radios or radio transmission equipment shall be operated or permitted to be operated within the Committed Property without the prior written consent of the Association.

7.6 Antennas. Owners shall not be permitted to erect or construct any antenna and/or satellite dish except those that are specifically permitted by Federal or State Law. The Association shall have the authority to adopt rules and regulations governing the appearance and installation of the any permitted antennas and/or satellite dish, including but not limited to the specific placement, location of wiring, general appearance and color of the antenna and/or satellite dish. The Owners shall be responsible for maintaining the antennas and/or satellite dish in a clean, neat, and usable condition.

7.7 Subdivision or Partition. Except for a replat by the Developer of Washington Park Renaissance (as the Developer specifically reserves the right hereunder to subdivide or partition the Committed Property without Owner or Association approval), no portion of the Committed Property shall be subdivided other than with Developer's prior written consent through the period of construction, and thereafter by the prior written consent of the Association.

7.8 Casualty Destruction to Improvements. In the event a Single Family Home, Townhouse, Rental Living Unit or other improvement upon a Lot, Rental Tract, Parking Area, Community Center or Common Area is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Single Family Home, Townhouse, Rental Living Unit or improvement upon the Lot, Rental Tract, Parking Area, Community Center or Common Area and diligently continue such rebuilding or repairing activities to completion. As to any reconstruction, it shall only be replaced with a Single Family Home, Townhouse, building, or Rental Living Unit or improvements of a similar size and type as those destroyed unless the

prior written approval of the Architectural Review Board, as set forth in Article 10, is obtained.

**7.9 Insurance Rates.** Nothing shall be done to or kept on any portion of the Committed Property which shall increase the insurance rates of the Association without the written consent of the Association.

**7.10 Pets, Livestock and Poultry.** No animals, livestock or poultry of any kind shall be raised, bred or kept on the Lots or Rental Tracts other than household pets provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No pet shall be allowed to roam outside a Single Family Home, Townhouse or Rental Living Unit except on a leash or within a fenced-in area. No household pets shall be permitted to place or have excretions on the Common Area, except in areas designated by the Association, and the Owners of said pets shall be responsible to clean up any excretions. For purposes hereof, "household pets" shall mean dogs, cats, domestic birds and fish. Pets shall also be subject to applicable Rules and Regulations of the Association, as well as local governmental regulations, and their Owners shall be held accountable for their actions.

**7.11 No Signs.** Except as provided in Section 7.1 above, no signs, advertising or notice of any type shall be permitted on the Lots or Rental Tracts unless required by law or specifically permitted by the prior written consent of the Developer or the Association.

**7.12 Garbage Containers, Oil and Gas Tanks, Air Conditioners, Pool Equipment.** All garbage and trash containers, oil tanks, bottled gas tanks, and swimming pool equipment must be underground or placed in walled-in areas, landscaped areas, or in a garage so that they are not visible from the streets, roadways or alleys within the Committed Property. Adequate landscaping shall be installed and maintained by the Owner.

**7.13 Pools.** Pools are permitted within the Committed Property, including above ground pools, provided such pools are approved by the Architectural Review Board as provided in Article 10. Inflatable pools, children's pools or any other above ground pool, which is not a permanent structure, must be moved or removed by the Owners in order to facilitate maintenance of the yard and landscaping by the Association. If the Owner fails to move or remove such pools within twenty-four (24) hours of receipt of notice to do so by the Association, the Association may move or remove the pool at the Owner's expense. The determination as to whether an above ground pool is a permanent structure shall be made solely by the Association, whose decision shall be final.

**7.14 Wall and Window Air Conditioning Units.** Wall and window air conditioning units shall not be permitted within the Committed Property, except with the prior written consent of the Architectural Review Board.

**7.15 Solar Collectors.** The Association shall have the right to regulate solar collectors within the Committed Property to the extent permitted by Chapter 163.04, Florida Statutes, as amended from time to time. By way of example, Owners must obtain the prior written approval of the Architectural Review Board as to the specific location where solar collectors may be installed on the roof. The Architectural Review Board may designate any location within an orientation to the south or within 45 degrees east or west of due south, provided that such location does not impair the effective operation of the solar collectors.

7.16 Vehicles and Recreational Equipment. No commercial vehicle, mobile home, motor home, house trailer or camper, boat, boat trailer or other recreational vehicle or equipment, horse trailers or the like shall be permitted to be parked or to be stored at any place on the Committed Property unless they are parked within a garage, or unless the Developer or Association has specifically designated certain spaces for some or all of the above. This prohibition on parking shall not apply to temporary parking of commercial vehicles used for pick-up and delivery nor to any vehicles of the Developer. Further, this prohibition on parking does not apply to use of commercial vehicles by the Master Tenant and/or Owner of the Rental Tracts. The Association shall have the authority to promulgate Rules and Regulations defining any of the terms herein.

7.17 Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Committed Property except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Committed Property must be completed within two (2) hours from its immobilization or the vehicle must be removed. The Association shall be allowed to maintain and store its maintenance vehicles on specific areas of the Committed Property as necessary for the operation and maintenance of the Committed Property.

7.18 Prohibited Structures. No structure of a temporary character including by way of illustration but not limitation, trailer, tent, shack, shed, barn, tree house or out building shall be parked or erected on the Lots or Rental Tracts at any time without the express written permission of the Architectural Review Board. This provision shall not apply to any temporary structures, which were parked or erected at the time of the recording these Covenants.

7.19 Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on the Committed Property, nor may anything be done on the Committed Property, which can be reasonably construed to constitute a nuisance, public or private in nature, including by way of illustration and not limitation, excessive deliveries, and vehicles causing congestion or roadway blockage within the Committed Property. Any questions with regard to the interpretation of this Section shall be decided by the Association whose decision shall be final.

7.20 Compliance with Documents. Each Owner and his family members, guests, invitees, and tenants and their family members, guests, and invitees shall be bound by and abide by these Covenants. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Committed Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Association) which shall be paid for by the Owner as an individual expense Assessment. Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of these Covenants shall not in any way act to limit or divest the right to enforce these provisions against the Owner or such other person.

## ARTICLE 8

### PARTY WALLS AND OTHER SHARED STRUCTURES

8.1 Party Walls - Easements - Alterations. It is anticipated that Washington Park Renaissance will be replatted, should this occur certain Lots may be improved with Townhouses. Any walls (whether structural or non-structural) shared by any adjoining Owners of such Townhouses are hereby declared to be party walls and are referred to as such hereafter. Any Owners of any Townhouses shall have a non-exclusive joint right and easement in any party wall which is shared by said Owners. No Owner sharing a party wall shall have a right to alter or modify the party wall without the approval of the adjoining Owner unless such alteration or modification is deemed necessary by any applicable governmental entity or is necessary to preserve the integrity of any improvement.

8.1.1 Party Walls - Repair - Replacement. In the event it becomes necessary or desirable to repair or to replace the whole or any part of any party wall, the expense of the repair or the replacement shall be born equally by the Owners sharing the party wall, unless the repair or the replacement is due to the negligence or intentional act of one of the Owners or his or her family members, guests, invitees, tenants, agents, or employees, in which event the repair or the replacement shall be the expense of that Owner. Any such repair or replacement shall be on the same location and of the same size as the original party wall or portion thereof and of the same or similar material and the same quality as that used in the original party wall or portion thereof and shall be repaired or replaced in accordance with applicable building codes.

8.2 Party Structures - Alterations. Any roofs, driveways or structures which are shared by the adjoining Owners of Townhouses, if any, are declared to be Party Structures. Any Owners of any Townhouses shall have a non-exclusive joint right and easement in said Party Structures which are shared by said Owners. No Owner sharing a Party Structure shall have a right to alter or modify the Party Structure without the approval of the adjoining Owner and the Association unless such alteration or modification is deemed necessary by any applicable governmental entity.

8.2.1 Party Structures - Repair - Replacement. Except for maintenance, repair and replacement provided by the Association as provided in Section 9.3 below, the expense of said maintenance, repair or replacement of any Party Structure shall be born equally by the Owners sharing the Party Structure, unless the repair or the replacement is due to the negligence or intentional act of one of the Owner or his/her family member, guest, invitee, tenant, agent or employee in which event the repair or the replacement shall be the expense of that Owner. Any such repair or replacement shall be on the same location and of the same size as the original Party Structure or portion thereof and of the same or similar material and the same quality as that used in the original Party Structure or portion thereof and shall be repaired or replaced in accordance with applicable building codes.

8.3 Exterior Alteration / Modification. There shall be no alteration or modification to the exterior of a Townhouse, if any, including but not limited to painting, adding awnings, or screening in areas, without prior written consent of the Architectural Review Board.



8.4 Reconstruction or Repair after Casualty to Townhouses. Should any Townhouses be constructed then in the event of damage or destruction to any portion of a Townhouse, the same shall be repaired or restored with all due diligence by the Owner. The Townhouse shall be repaired or restored in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty and must be approved by the Architectural Review Board as set forth in Article 10 herein. Such repair or restoration must be undertaken within six (6) months after the damage occurs, and shall be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner(s). Should any Owner neglect or fail to repair or restore the Townhouse, then the Association, after approval by a two-thirds vote of its Board of Directors, may restore or repair the Townhouse, at such Owner's expense, and assess the cost thereof as a Special Assessment against such Owner, which assessment shall be supported by a lien on the affected Lot. In the event that any party wall is damaged or destroyed, it shall be repaired or restored in accordance with this Article.

8.5 Right to Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors-in-title.

## ARTICLE 9

### MAINTENANCE

9.1 Maintenance of Common Area. Upon the recording of these Covenants, the Association shall be responsible for operating, maintaining, repairing and replacing the Common Area, including all buildings and improvements thereon, and all easements upon the Common Area, except for those improvements for which a public authority or utility company is responsible.

9.2 Maintenance of Rental Tracts, Community Center and the Parking Area. The Owner or its assignee of the Rental Tracts, Community Center and the Parking Area shall be responsible for the operation, maintenance, repair and replacement of the Rental Tracts, Community Center, and Parking Area, including all buildings, improvements, streets and parking areas located thereon.

PLEASE NOTE: THE SURVEYOR'S NOTES, FOUND ON THE FIRST PAGE OF THE PLAT OF LAKE RIDGE RECORDED AT PLAT BOOK 122, PAGES 14-15, PROVIDE THAT "MAINTENANCE OF ALL TRACTS "A" THROUGH "E", INCLUSIVE, IS TO BE THE RESPONSIBILITY OF THE RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC". FURTHER, THE SURVEYOR'S NOTES, FOUND ON THE SECOND PAGE OF THE PLAT OF WASHINGTON PARK RENAISSANCE RECORDED AT PLAT BOOK 122, PAGES 16-17, PROVIDE THAT "MAINTENANCE OF ALL TRACTS "A" THROUGH "N", INCLUSIVE, IS TO BE THE RESPONSIBILITY OF THE RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC". NOTWITHSTANDING THESE STATEMENTS, IT IS THE INTENT OF THE DEVELOPER THAT THE OWNER OF ALL RENTAL TRACTS, THE COMMUNITY CENTER, AND OF THE PARKING AREA BE RESPONSIBLE FOR SUCH MAINTENANCE AS PROVIDED FOR ABOVE. ACCORDINGLY, THE ABOVE NOTES ARE HEREBY SUPERSEDED AND RESCINDED AND THE MAINTENANCE OBLIGATIONS FOR ALL RENTAL TRACTS, THE COMMUNITY CENTER, AND THE PARKING AREA SHALL BE AS PROVIDED FOR ABOVE.

9.3 Association Maintenance, Repair and Replacement of Townhouses. It is anticipated that Washington Park Renaissance will be replatted and that Townhouses will be constructed, should this occur the Association shall provide for the maintenance, repair and replacement of the Townhouse roofs and the exterior of the Townhouses, including the painting of the exterior of the Townhouses through the use of Neighborhood Assessments or Neighborhood Special Assessments as set forth in Sections 11.4.1 and 11.4.2, herein. However, if the repair or the replacement is due to the negligence or intentional act of an Owner, his/her family members, guests, invitees, tenants, agents or employees then the repair or the replacement shall be the expense of that Owner. This maintenance, repair, replacement, and painting will be done on each Townhouse as needed and as determined in the sole discretion of the Association.

9.4 Yard and Landscaping Maintenance. The Association shall maintain the basic lawn and landscaping on all Lots, including watering, mowing, edging, fertilizing and pest control through the use of Neighborhood Assessments or Neighborhood Special Assessments as set forth in Sections 11.4.1 and 11.4.2, herein. In addition, the Association shall be responsible for trimming trees and shrubs. Any additions and replacements to the lawns or landscaping by the Owner, including but not limited to flower beds and garden areas shall be the exclusive responsibility of the Owner. The Association shall not be responsible for removal or replacement of any trees, plants, and/or shrubs.

9.5 Maintenance by Owners of Lots. Except for maintenance to the Lot provided by the Association as set forth in this Article, the Owners of the Lots shall maintain their Lot and all improvements and all easements on their Lots, specifically including but not limited to removing and replacing dead trees; and removing and replacing dead plants.

9.6 General Maintenance of the Committed Property. In order to maintain the standards of the Committed Property, no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All improvements shall be maintained in their original condition as approved by the Architectural Review Board. Except for maintenance provided by the Association, Owners shall keep all lawns, landscaping and sprinkler systems in a good, clean, neat and attractive condition, free from weeds and trash. Upon failure of the Owner to maintain any portion of the Committed Property as aforesaid to the satisfaction of the Association and upon the failure to make such improvement or corrections as may be necessary after having been given written notice by the Association, (which written notice does not have to be given in the case of emergency, in which event, the Association may without any prior notice directly remedy the problem), the Association may enter upon that portion of the Committed Property and make such improvements or corrections as may be necessary, the cost of which shall be paid by the Owner. If such payment is not made within fifteen (15) days after requested to do so by the Association, then the payment requested shall be a lien in accordance with the provisions of Article 11 of these Covenants. The Association may bring an action at law or in equity to enforce the provisions of this Section. Such entry by the Association or its agents shall not be a trespass, and by acceptance of a deed for a Lot, a Rental Tract, Community Center or Parking Area or by the execution of these Covenants, the Owner has expressly given the Association the continuing permission to make such an entry.

## ARTICLE 10

### ARCHITECTURAL REVIEW

10.1 Intent. It is the intent of this Article to provide a mechanism by which the Association may take reasonable steps to maintain the aesthetic integrity and consistency of the Committed Property in the condition and appearance in which same is initially developed and constructed but, at the same time, facilitating the orderly development of the Committed Property in a manner consistent with the plans, policies and intent of the Developer.

10.2 Architectural Review Board. The Board of Directors of the Association shall appoint the Architectural Review Board, the purpose of which is to carry out the intent of this Article. The Architectural Review Board shall consist of not less than three (3) and no more than seven (7) members, each of whom shall serve at the pleasure of the Board of Directors. In the event that the Board of Directors of the Association shall fail to appoint an Architectural Review Board or shall affirmatively elect not to do so and instead elect to perform such role, then the Board of Directors itself shall perform the functions of the Architectural Review Board hereunder.

10.2.1 Rules and Regulations. The Architectural Review Board shall have the power to promulgate such Rules and Regulations as it deems necessary to carry out the provisions and intent of this Article; provided, however, that no such Rule or Regulation shall be effective unless and until same is approved by the Board of Directors of the Association.

10.2.2 Authority of the Architectural Review Board. A majority of the Architectural Review Board may take any action the Architectural Review Board is empowered to take, may designate a representative to act for the Architectural Review Board and may employ personnel and consultants to act for it. In the event of death, disability or resignation of any member of the Architectural Review Board, the Board of Directors shall have full authority to designate a successor. The members of the Architectural Review Board shall not be entitled to any compensation for services performed pursuant to this Covenant, unless engaged by the Association in a professional capacity. The Architectural Review Board shall act to approve or disapprove completed applications submitted to it within thirty (30) days after receipt of the completed application, including all further documentation required by the Architectural Review Board. No request for approval shall be valid or require any action unless and until all Assessments on the applicable Lot, including but not limited to, any interest and late charges thereon, have been paid in full. If the request for approval is for a Rental Living Unit or a building located on a Rental Tract, no request for approval shall be valid or require any action unless and until all Assessments, including interest and late charges, have been paid in full on all Rental Living Units within the Rental Tract.

10.3 Required Approval. No building or other structure or improvement of any nature (including, but not limited to, pools, screen enclosures, patios or patio extensions, fences, walls, hedges, exterior paint or finish, awnings, shutters, hurricane protection, basketball hoops, swing sets or play apparatus, birdhouses, other pet houses, swales, asphaltting, sidewalk/driveway surfaces or treatments or other improvements or changes of any kind, even if not permanently affixed to the land or to other improvements) shall be erected, placed or altered on any Lot, Rental Tract, Community Center or Parking Area until the construction plans and specifications, and a plan showing the location of the structure and landscaping or of the materials as may be

required by the Architectural Review Board have been approved, if at all, in writing by the Architectural Review Board and all necessary governmental permits are obtained. Conversions of garages to living space or other uses are hereby made subject to this Article as well. Each improvement of any nature shall be erected, placed or altered upon the Lot, Rental Tract, Community Center or the Parking Area only in accordance with the plans and specifications and plot plan so approved and applicable governmental permits and requirements. Refusal to approve plans, specifications and location plans, or any of them, may be based on any grounds, including purely aesthetic ones, which in the sole and uncontrolled discretion of the Architectural Review Board are deemed sufficient. Any change in the exterior appearance of any Single Family Home, Townhouse, building, wall, fence or other structure or improvements shall be deemed an alteration requiring approval. Further, any material change in the appearance of landscaping on a Lot, shall be deemed an alteration requiring approval of the Architectural Review Board.

10.3.1 Varying Standards. In light of the fact that the Improvements or building types and styles differ between the Lots, the Rental Tracts, Community Center and Parking Area, in approving or disapproving requests submitted to it hereunder, the Architectural Review Board may vary its standards between the Lots, the Rental Tracts, Community Center and the Parking Area to reflect such differing characteristics. For example, the fact that the Architectural Review Board may approve or disapprove a request pertaining to a Rental Tract, Community Center or Parking Area shall not serve as precedent for a similar request from an Owner of a Lot and vice versa.

10.3.2 Assessments for Violations. In the event that any new improvement or landscaping is added to a Lot, Rental Tract, Community Center or the Parking Area or any existing improvement on a Lot, Rental Tract, Community Center or the Parking Area is altered, in violation of this Section, the Association shall have the right (and an easement and license) to enter upon the applicable Lot, Rental Tract, Community Center or the Parking Area and remove or otherwise remedy the applicable violation after giving the Owner at least ten (10) days' prior written notice of, and opportunity to cure, the violation in question. The costs of such remedial work plus a surcharge of \$25.00 or thirty-five percent (35%) of the aforesaid costs, whichever is greater, shall be a Special Assessment, as set forth in Section 11.3 herein, against the Lot or Rental Tract, which Assessment shall be payable upon demand and secured by the lien for Assessments provided for in these Covenants.

10.3.3 No Warranty. The approval of any proposed improvements or alterations by the Architectural Review Board shall not constitute a warranty as to the same, and neither the Association nor any member or representative of the Architectural Review Board or the Board of Directors shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any Improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and the Association generally, from and for any loss, claim or damages connected with the aforesaid aspects of the Improvements or alterations.

10.4 New Construction. Notwithstanding anything in this Article or these Covenants to the contrary, the initial construction of any buildings on the Rental Tracts, a Single Family Home, Townhouse, or other improvements within the Committed Property shall not be subject to

review and approval by the Architectural Review Board or otherwise fall under the jurisdiction of this Article as long as, but only for so long as, same is approved pursuant to deed restrictions or other similar requirements imposed by the Developer in its own name and right. Accordingly, it is contemplated that the Developer will impose such restrictions and that same shall be applicable until a certificate of occupancy for the applicable Lot, Community Center or Rental Tract is issued or same is conveyed to and/or occupied by an Owner or tenant, at which point the Developer imposed restrictions shall no longer apply and, instead, such Lot or Rental Tract shall automatically become subject to provisions of this Article.

## ARTICLE 11

### ASSESSMENTS/ENFORCEMENT

**11.1 Responsibility.** Except as provided elsewhere herein, the Developer hereby covenants and agrees, and each Owner of any Lot or Rental Tract by the execution of these Covenants or by acceptance of a deed, whether or not it shall be so expressed in such deed, or other conveyance, shall be deemed to covenant and agree, to pay to the Association the Assessments as provided for below.

#### **11.2 Annual Assessments.**

**11.2.1 Budget.** The Board shall approve annual budgets and levy assessments in advance for each calendar year. Each budget shall project and estimate the Common Expenses for the following: operating, maintaining, and repairing the Common Area (excluding the Exclusive Neighborhood Common Area which is provided for in Section 11.4 herein); the utilities expenses of the Association; replacement reserves and operating reserves for the Common Area (excluding the Exclusive Neighborhood Common Area); payment of ad valorem taxes, if any; insurance for the Common Area (excluding the Exclusive Neighborhood Common Area); insurance for the officers, directors, employees, agents of the Association; expenses to provide for the health, welfare and aesthetics of the Members, their families, guests and tenants; and such other expenses and reserves which the Board in its discretion determines it will need to efficiently and properly discharge all of its duties and obligations set forth in these Covenants, the Articles and Bylaws. The total of all such items shall be the amount to be levied for the ensuing year as Assessments for the Association (hereinafter referred to as the "Estimated Income Amount"). The total amount of such Estimated Income Amount shall then be divided on an equal basis by the total number of Lots and Rental Living Units which are subject to these Covenants, which resulting amount shall be referred to as the "Per Unit Assessment".

**11.2.2 Payment of Assessments.** The Owners shall pay the Assessments as follows:

**11.2.2.1** Each Owner of a Lot shall pay as the Annual Assessment an amount equal to one Per Unit Assessment for each Lot it owns.

**11.2.2.2** Each Owner of a Rental Tract shall pay as the Annual Assessment an amount equal to one Per Unit Assessment for each Rental Living Unit within the Rental Tract. The Association shall have a lien on the Rental Tract as a whole for any unpaid Assessments.

**11.2.3 Notification of Annual Assessments.** After adoption of the budget, the Board shall assess and levy such Annual Assessment by notifying each Owner at least thirty (30) days prior to the payment of the first installment thereof. On or before the date the Annual Assessment is due, each Owner shall be required to and shall pay to the Association the Annual Assessment. The Board shall have the right to make payments due in equal periodic payments (i.e., monthly, quarterly) as provided in the notice from the Association. If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year and periodic payments shall automatically continue to be due and payable in the same amount and frequency, unless and/or until: (1) a notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount; or (2) the Association notifies the Owner in writing of a change in the amount and/or frequency of the periodic payments.

**11.2.4 Additional Assessments.** Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional Assessment in any fiscal year for which the budget has been projected.

**11.3 Special Assessments for Non-Neighborhood Expenses.** The Board of the Association may levy Assessments other than Annual Assessments (referred to herein as "Special Assessments") at any time to exercise its responsibilities as provided in these Covenants for the following purposes: to defray in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Common Area (excluding the Exclusive Neighborhood Common Area), including fixtures and personal property related thereto; to repay a loan; and to pay for any other Association expenses determined by the Board to be payable by the Association. The total amount of each such Special Assessment shall be divided on an equal basis by the total number of Lots and Rental Living Units which are subject to these Covenants, which resulting amount shall be referred to as the "Per Unit Special Assessment". Each Owner of a Lot shall pay as a Special Assessment an amount equal to one Per Unit Special Assessment for each Lot it owns, and each Owner of a Rental Tract shall pay as a Special Assessment an amount equal to one Per Unit Special Assessment for each Rental Living Unit within the Rental Tract. The Association shall have a lien on the Rental Tract as a whole for any unpaid Assessments. The Special Assessments shall be collected as provided in this Article 11. A Special Assessment may also be levied by the Association against a Lot or Rental Tract for any violation of these Covenants in which the Association would seek to recover expenditures made to correct such violation.

**11.4 Budgeting and Allocating Neighborhood Expenses.** At least 30 days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood Expenses for each Neighborhood on whose behalf Neighborhood Expenses are expected to be incurred during the coming year. Each such budget shall include any costs for the following: the operation, maintenance, repair and replacement of the Exclusive Neighborhood Common Area within the Neighborhood, any costs for exterior maintenance as set forth in Section 9.3, any costs for maintaining the landscaping on the Lots, any costs for additional services or a higher level of services which the Board of Directors and the Owners in such Neighborhood have approved pursuant to Section 6.4, and any contribution to be made to a reserve fund for maintenance repair and replace of the Exclusive Neighborhood Common Area and exterior maintenance. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses, which may include any surplus to be applied from

prior years, any income expected from sources other than assessments, and the amount required to be generated through the levy of Neighborhood Assessments and Neighborhood Special Assessments.

11.4.1 Neighborhood Assessment. The Association is hereby authorized to levy Neighborhood Assessments against all Lots within the Neighborhood by taking the total Neighborhood Expenses and dividing it on an equal basis by the number of Lots within the Neighborhood.

11.4.2 Neighborhood Special Assessment. The Board of the Association may levy Assessments other than Neighborhood Assessments (referred to herein as "Special Neighborhood Assessments") at any time to exercise its responsibilities as provided in these Covenants for the following purposes: to defray in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Exclusive Neighborhood Common Area), including fixtures and personal property related thereto; to defray in whole or in part, the cost of repair or replacement for the portions of any Lots within the Neighborhood for which it is responsible; to repay a loan; and to pay for any other Neighborhood Expenses determined by the Board to be payable by the Association. This Special Assessment may also only be levied against the Owners within a Neighborhood and shall be divided as provided in Section 11.4.1.

11.4.3 Notification of Neighborhood Assessment. The Board shall cause a copy of the Neighborhood budget and notice of the amount of the Neighborhood Assessment for the coming year to be delivered to each Owner in the Neighborhood at least thirty (30) days prior to the beginning of the fiscal year. If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board may revise the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year.

#### 11.5 Monetary Defaults and Collection of Assessments.

11.5.1 Interest and Penalty Fees. If any Owner is in default in the payment of any Assessment for more than ten (10) days after same is due, or in the payment of any other monies owed to the Association for a period of more than ten (10) days after written demand by the Association, the Association may charge such Owner interest and/or penalty fees at the highest rate permitted by law, on the amount owed to the Association.

11.5.2 Acceleration of Assessments. In addition, if any Owner is in default in the payment of any Assessment or any other monies owed to the Association for more than ten (10) days after written demand by the Association, the Association shall have the right to accelerate and require such defaulting Owner to pay to the Association Annual and Neighborhood Assessments for the next twelve (12) month period, based upon the then existing amount and frequency of Annual and Neighborhood Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the Annual Assessments and Neighborhood Assessments, and shall continue to be liable for all Special Assessments, and/or all other Assessments and monies payable to the Association.

11.5.3 Lien for Assessment and Monies Owed to Association. The Association shall have a lien on all Lots and each Rental Tract owned by any Owner for any unpaid Assessments

(including any Assessments which are accelerated pursuant to these Covenants) or other monies, including by way of illustration but not limitation, reasonable attorneys' fees for any work done prior to filing a law suit, owed to the Association by such Owner, and for interest, reasonable attorneys' fees and costs actually incurred by the Association incident to the collection of the Assessments and other monies, or enforcement of the lien, and for all sums advanced and paid by the Association for taxes and on account of superior mortgages, liens or encumbrances in order to protect and preserve the Association's lien. The lien is effective from and after the recording of a Claim of Lien in the public records of Polk County, Florida, stating the description of the Lot or Rental Tract, the name of the Owner, the amount due, and the due dates, however the lien shall be a continuing lien and shall relate back to the date of these Covenants. The lien is in effect until all sums secured by it have been fully paid. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

**11.5.4 Collection.** In the event any Owner fails to pay any Assessment or other monies due to the Association within ten (10) days after written demand, the Association may take any action deemed necessary in order to collect such Assessments or monies including, but not limited to, retaining the services of a collection agency or attorney to collect such Assessments or monies, initiating legal proceedings for the collection of such Assessments or monies, recording a Claim of Lien, and foreclosing the same in the same fashion as mortgage liens are foreclosed, or any other appropriate action. The Owner shall be liable to the Association for all costs and expenses, including by way of illustration but not limitation, reasonable attorneys' fees for any work done prior to filing a law suit, incurred by the Association incident to the collection of any Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including reasonable attorneys' fees actually incurred, and all sums paid by the Association for taxes and on account of any mortgage lien and encumbrance in order to preserve and protect the Association's lien. The Association shall have the right to bid in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments or monies owed to it. All payments received by the Association on account of any Assessments or monies owed to it by any Owner shall be first applied to payments and expenses incurred by the Association, then to interest, then to attorneys' fees and costs, then to any unpaid Assessments or monies owed to the Association.

**11.5.5 Transfer after Assessment.** The Association's lien shall not be affected by the sale or transfer of any Lot or Rental Tract. In the event of any such sale or transfer, both the new Owner and the prior Owner shall be jointly and severally liable for all Assessments, interest, and other costs and expenses owed to the Association which are attributable to any Lot or Rental Tract purchased by or transferred to such new Owner. Any new Owner of a Lot, or Rental Tract shall be liable for the prior Owner's share of all Assessments, interest and other costs and expenses owed to the Association. Any Owner, upon demand, shall be entitled to receive from the Association a statement as to any then unpaid Assessments, interest, or other costs or expenses owed to the Association by such Owner, and any purchaser or transferee shall have the right to rely on such statement.

**11.5.6 Subordination of the Lien to Mortgages.** The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of the Primary Mortgagee and any first mortgage in favor of an institutional lender recorded prior to the recording of a Claim of Lien by the Association. The lien of the Association for Assessments or



other monies shall not be subordinate and inferior to the lien of any other mortgage or lien. The sale or transfer of any Lot or Rental Tract, which is subject to a mortgage by the Primary Mortgagee or a first mortgage of an Institutional lender, by the foreclosure of such mortgage or by deed in lieu thereof, shall extinguish the lien of the Association as to any Assessment, interest, expenses or other monies owed to the Association which became due prior to such sale or transfer, unless a Claim of Lien for same was recorded prior to the recording of the mortgage, and neither the Primary Mortgagee or the holder of any first mortgage in favor of an institutional lender, nor any purchaser at a foreclosure sale arising from such first mortgage, nor their grantees or successors, shall be responsible for said payments, but they shall be liable for any Assessments due after such sale or transfer. If the Association's lien or its rights to any lien for any such Assessments, interest, expenses or other monies owed to the Association by any Owner is extinguished as aforesaid, such sums shall thereafter be Common Expenses, collectible from all Owners including such acquirer, and its successors and assigns.

11.6 Certificate as to Unpaid Assessments or Default. Upon request by any Owner, the Primary Mortgagee or any Institutional lender making or holding a mortgage encumbering any Lot or Rental Tract, the Association shall execute and deliver a written certificate as to whether or not such Owner is in default with respect to the payment of Assessments or with respect to compliance with the terms and provisions of these Covenants.

## ARTICLE 12

### TAXES AND INSURANCE

12.1 Taxes. The Association shall pay, as a Common Expense, all real and personal property taxes and assessments for any property owned by the Association or which is owned by the Developer but deemed a Common Area pursuant to Article 2 herein.

12.2 Insurance. The Association shall use its best efforts to purchase insurance as either a Common Expense or, if applicable, a Neighborhood Expense as follows:

12.2.1 Hazard Insurance. Hazard insurance protecting against loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement, and all other perils customarily covered for similar types of projects, including those covered by the standard all-risk endorsement, covering 100% of the current replacement cost of all Common Area and property owned by the Association, excluding land, foundations, excavations, and other items normally excluded from insurance coverage. The Association shall not use hazard insurance proceeds for any purpose other than repair, replacement or reconstruction of any damage or destroyed property without the approval of the Board.

12.2.2 Liability Insurance. Comprehensive general liability insurance protecting the Association from claims for bodily injury, death or damage providing for coverage of at least \$1,000,000 for any single occurrence and \$5,000,000 in the aggregate.

12.2.3 Fidelity Bonds. Blanket fidelity bonds for anyone who handles or is responsible for funds held or administered by the Association, covering the maximum funds that will be in the custody or control of the Association or any managing agent.

12.2.4 Officers and Directors Insurance. Officer and Director liability insurance and liability insurance for Members of the Association, if available, as shall be determined by the Association to be required or beneficial for the protection of the Members of the Board, the officers of the Association and the Members of the Association.

12.2.5 Other Insurance. Such other forms of insurances and coverages and in such amounts as the Association shall determine to be required or beneficial for the protection or preservation of the Common Area and any improvements now or hereafter located thereon or in the best interests of the Association.

12.2.6 Deductible. Any deductible or exclusion under the policies shall be a Common Expense, or if applicable, a Neighborhood Expense.

12.3. Insurance by Owners. Each Owner shall maintain comprehensive casualty insurance with fire and extended coverage on such Owner's Lot so that the Lot (including the Single Family Home and Townhouse) is fully insured at all times with coverage equal to not less than the full replacement cost of the same. At least annually, each Owner shall provide proof of such insurance to the Association. Should the Owner of any Lot fail to maintain the required insurance as described herein, the Association shall have the right to purchase such insurance and to assess the cost thereof as a Special Assessment against such Owner, which assessment shall be supported by a lien on the affected Lot.

## ARTICLE 13

### SENIOR LIVING CENTER

13.1 Rental Living Units. There will be seventy-eight (78) Rental Living Units within the Senior Living Center. Thirty (30) of these Rental Living Units will be public housing units and forty-eight (48) units will be tax credit units.

#### 13.2 Public Housing Units within the Senior Living Center.

13.2.1 Elderly Families. The Rental Living Units designated as public housing units shall be occupied by elderly families. An elderly family is one in which the head of household, spouse, or sole member of the family occupying the Rental Living Unit is sixty-two (62) years of age or older.

13.2.2 Near-Elderly Families. If there are an insufficient number of elderly families to fill all the public housing units, such units may be occupied by near-elderly families. A near-elderly family is one in which the head of household, spouse, or sole member of the family occupying the Rental Living Unit is at least fifty (50) years of age but below the age of sixty-two (62).

13.2.3 Coordination with 55 years of age and older requirements. In the event there are an insufficient number of elderly families to fill all the public housing units, there shall be a preference for near-elderly families that have at least one (1) person fifty-five (55) years of age or older in order to comply with Section 13.3 below.

#### 13.3 Non-Public Housing Units within the Senior Living Center.

13.3.1 55 years of age and older. The Senior Living Center within Renaissance at Washington Ridge is designed, operated, and maintained for the use and benefit of, and to meet the social needs of persons fifty-five (55) years of age and older. As such, except as provided in Section 13.2 above, at least one (1) person who lives in a Rental Living Unit must be fifty-five (55) years of age or older. Notwithstanding this requirement, the Board of Directors of the Association shall have the right and authority to waive this restriction provided that at least eighty percent (80%) of the Rental Living Units in the Senior Living Center are occupied by at least one person fifty-five (55) years of age or older. The Board may, from time to time, adopt and publish guidelines or criteria specifying conditions or requirements for granting waivers hereunder, and the decision of the Board respecting request for waivers shall be binding and final.

13.3.2 Intention to Operate as Senior Living Center. It is the stated intention of the Association to protect and preserve the community of persons age fifty-five (55) and older, and the Board may publish policies and adopt reasonable Rules and Regulations for the protection and preservation of such a community. In order to maintain the purpose and intent of preserving and maintaining the community as a community of older persons age fifty-five (55) and older, rules and regulations may be imposed by the Board of Directors of the Association. All such limitations shall be uniform to the Senior Living Center.

13.3.3 Verification of Occupancy. The Association shall develop procedures for routinely determining the occupancy of the Rental Living Units, including the identification of whether at least one (1) occupant of 80% of the units is fifty-five (55) years of age or older. Such procedures shall provide for regular updates, which must take place every two (2) years. A copy of the age verification records shall be kept by the Association to confirm that the 80% threshold is being met; however, such records may be retained in a separate file with limited access to employees and residents.

13.4 Amendment of Covenants to Maintain Status as Housing as a Senior Living Center. A majority of the Board of Directors has the unilateral right to amend these Covenants without Owner approval, if necessary to maintain the Senior Living Center as housing primarily for Elderly Families and as housing for persons 55 years of age or older.

#### ARTICLE 14

#### SURFACE WATER MANAGEMENT FACILITIES

14.1 Definition. The term "Surface Water Management System Facilities" shall include, but is not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas."

14.2 Location/Ownership. The Surface Water Management System Facilities are located on land that is designated as Common Area and within drainage easements set forth on the Lake Ridge plat recorded at Plat Book 122, Pages 14-15 and the Washington Park Renaissance plat as recorded at Plat Book 122, Pages 16 and 17 all of the Public Records of Polk County, Florida. The Surface Water Management System Facilities are owned by the Developer, and as set forth below, are to be maintained by the Association. The Developer reserves the right,

in its sole and absolute discretion without consent or approval from or notice to the Owners or the Association, to replat Washington Park Renaissance, and if it does so it shall file an amendment to these Covenants redefining the drainage areas.

14.3 Construction Activities. No construction activities may be conducted relative to any portion of the Surface Water Management System Facilities, unless approved in writing by Southwest Florida Water Management District. The construction activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System Facilities. Construction activities that are consistent with the design and permit conditions approved by the Southwest Florida Water Management District in the Environmental Resource Permit No. 44009875.001 and any modifications thereto, may be conducted without specific written approval from the Southwest Florida Water Management District.

14.4 Membership. As set forth in Section 4.4 above, all Owners of Lots and Owners of Rental Tracts are members of the Association.

14.5 Maintenance. The Association is responsible for operation and maintenance of the Surface Water Management System Facilities. Operation and maintenance and re-inspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit No. 44009875.001 issued by the Southwest Florida Water Management District.

14.6 Assessments. The Association is responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the Surface Water Management System Facilities. Fees shall be assessed and collected through Annual Assessments as provided in Article 11 herein.

14.7 Enforcement. The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System Facilities.

14.8 Amendments. Any amendment proposed to these Covenants, which would affect the Surface Water Management System Facilities or the operation and maintenance of the Surface Water Management System Facilities shall have the prior written approval of the Southwest Florida Water Management District.

14.9 Term. These Covenants shall remain in effect for at least thirty (30) years as provided for in Section 17.5 herein with automatic renewal period thereafter.

14.10 Termination of Association. If the Association ceases to exist, all of the Owners of Lots and Rental Tracts shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System Facilities in accordance with the requirements of Environmental Resource Permit No. 44009875.001 and any modifications thereto, unless and until the control and right of access to the property containing the Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System Facilities shall be

conveyed to a not-for-profit corporation similar to the Association.

## ARTICLE 15

### AMENDMENTS

15.1 Amendments by Association. Except as provided in Section 14.B, these Covenants may be amended by the affirmative vote of a majority of the Board at a regular or special meeting of the Board called for that purpose. The Board has the power to amend these Covenants, the Articles and Bylaws even if such amendments materially and adversely alter rights and interests of the Owners, including but not limited to, the proportionate voting interest appurtenant to a parcel or the proportion or percentage by which a parcel shares in the common expenses of the Association. Amendments to these Covenants shall become effective upon the recordation of an amendatory instrument executed by the President and Secretary of the Association in the Public Records of Polk County, Florida.

15.2 Amendments by Developer. Until the Developer no longer controls the Association as provided for in Section 3.3 of the Bylaws, the Developer may amend these Covenants by the recordation of an amendatory instrument in the Public Records of Polk County, Florida executed by the Developer only. An amendment shall be effective upon recordation of such instrument in the Public Records of Polk County, Florida. Further, the Developer anticipates that it will replat Washington Park Renaissance, which is presently recorded at Plat Book 122, Pages 16-17 of the Public Records of Polk County, Florida. If such replatting occurs, amendments to these Covenants, the Articles and the Bylaws may be required, which include but are not limited to redefining terms, materially and adversely altering proportionate voting interests appurtenant to a parcel, and/or increasing the proportion or percentage by which a parcel shares in the common expenses of the Association. Such amendments may be accomplished by the Developer and do not require the joinder or approval of the Lot Owners, the record owners of lots on the Lots or the Association. The Developer shall, however, obtain the consent of the Master Tenant, for as long as the Master Tenant is subject to the Amended and Restated Ground Lease set forth in Section 5.1 above, and SunTrust Bank, for as long as it holds the Leasehold Mortgage and Security Agreement recorded at Official Records book 05220, Page 2115 of the Public Records of Polk County, Florida.

15.3 Withdrawal of Property. The Developer reserves the right to amend these Covenants, until it no longer controls the Association, as provided for in Section 3.3 of the Bylaws, for the purpose of removing any portion of the Committed Property, which has not yet been improved with structures from the coverage of these Covenants. Such amendment may include but is not limited to redefining terms, materially and adversely altering proportionate voting interests appurtenant to a parcel, and/or increasing the proportion or percentage by which a parcel shares in the common expenses of the Association. Further, such amendment shall not require the consent of any person or entity except for: the Owner of the property to be withdrawn, if not the Developer; the Master Tenant, for as long as the Master Tenant is subject to the Amended and Restated Ground Lease set forth in Section 5.1 above; and SunTrust Bank, for as long as it holds the Leasehold Mortgage and Security Agreement recorded at Official Records book 05220, Page 2115 of the Public Records of Polk County, Florida. If the property is deemed Common Area, the Association shall consent to such withdrawal.

## ARTICLE 16

### ENFORCEMENT

16.1 Non-Monetary Defaults. In the event of a violation by any Owner, tenant, guest or invitee (other than the non-payment of any Assessment or other monies) of any of the provisions of these Covenants, the Articles or the Bylaws, or any Rules and Regulations promulgated hereunder, the Association shall notify the person or entity violating or attempting to violate the Covenants by written notice. If such violation is not cured within a period of time deemed reasonable by the Board, the Association or Developer may, at its option:

16.1.1 Equitable Relief. Commence a legal action to enforce the performance on the part of the Owner, tenant, guest or invitee, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

16.1.2 Damages. Commence an action to recover damages; and/or

16.1.3 Corrective Action. Take any and all action reasonably necessary to correct such failure, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or performing any maintenance required to be performed by these Covenants.

16.1.4 Expenses. All expenses incurred by the Association in connection with the correction of any failure, or the commencement of any action, including reasonable attorneys' fees and costs, whether suit be filed or not, shall be a Special Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association and collectable as any other Special Assessment under these Covenants.

16.1.5 Attorneys' Fees. Should a lawsuit be filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs for any work done prior to filing a law suit, during a law suit and through appeal.

16.2 Enforcement By or Against Other Persons. In addition to the foregoing, any Owner shall have the right to bring an action to enforce these Covenants against any person violating or attempting to violate any provision herein, to restrain such violation or to require compliance with the provisions contained herein. The prevailing party in any action shall be entitled to recover its reasonable attorneys' fees and costs.

## ARTICLE 17

### MISCELLANEOUS PROVISIONS

17.1 Assignment of Rights and Duties to Association. The Developer may at any time assign and delegate to the Association all or any portion of the Developer's rights, title, interest, duties or obligations created by these Covenants. It is understood that the Association has been formed as a master property owners association in order to effectuate the intent of the Developer for the proper development, operation and management of the Committed Property.

17.2 Waiver. The failure of the Developer or the Association to enforce any provision of these Covenants, the Articles, the Bylaws or Rules and Regulations promulgated hereunder shall not be deemed to be a waiver of such provision unless the Developer or the Association has executed a written waiver of the provision. Any such written waiver of any provision of these Covenants by the Developer or the Association may be cancelled or withdrawn at any time by the party giving the waiver.

17.3 Rules and Regulations. The Association shall have the authority to adopt and publish Rules and Regulations governing the use of the Common Area, and the use of the Lots, Rental Tracts, Community Center and the Parking Area. The Association may enforce the Rules and Regulations in accordance with the terms of these Covenants.

17.4 Covenants to Run with the Title to the Land. These Covenants, as amended from time to time as herein provided, shall be deemed to run with the title to the land, and shall remain in full force and effect until terminated in accordance with the provisions set out herein.

17.5 Term of Covenants. All of the foregoing covenants, conditions, reservations and restrictions shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquired title, for a period of thirty (30) years from the date of these Covenants, unless within such time, Members of the Association representing one hundred (100%) percent of the votes of the entire Membership of the Association execute a written instrument declaring a termination of these Covenants. After such thirty (30) year period, unless sooner terminated as provided above, these Covenants, conditions, reservations and restrictions shall be automatically extended for successive periods of ten (10) years each, until Members representing a majority of the votes of the entire Membership of the Association execute a written instrument declaring a termination of these Covenants. Any termination of these Covenants shall be effective on the date the instrument of termination is recorded in the public records of Polk County, Florida, provided, however, that any such instrument, in order to be effective, must be approved in writing and signed by Developer so long as Developer owns any property, or holds any mortgage encumbering any property within the Committed Property.

17.6 Hope VI Revitalization Grant. The Committed Property is being partially developed pursuant to a Hope VI Revitalization Grant. Therefore, a portion of the Lots and Rental Living Units will be available for use by eligible low-income families in accordance with the applicable public housing requirements for the maximum period required by law. No Lot or Rental Living Unit available for low-income housing shall be encumbered, demolished or sold without the approval of the Department of Housing and Urban Development ("HUD").

17.7 Dedication to Public. The Developer shall have the sole and absolute right at any time, without necessity of approval by the Association, and upon the approval of the City of Lakeland, Primary Mortgagee, and HUD to dedicate to the public all or any part of the Common Area as well as any other portion of property deemed appropriate by the Developer. Said dedication will not relieve the Association from the obligation to maintain the improvements located therein where said improvements will not be maintained at the expense of the general public.

17.8 Disputes. In the event there is any dispute as to the interpretation of these Covenants or whether the use of the Committed Property or any portion thereof complies with the Covenants, such dispute shall be referred to the Board. A determination by the Board with respect to any

dispute shall be final and binding on all parties concerned. However, any use by the Developer and its successors, nominees and assigns of the Committed Property, during the period of construction, shall be deemed a use which complies with the Covenants and shall not be subject to a determination to the contrary by the Board.

17.9 Fining. In addition to all other remedies, and to the maximum extent lawful in the sole discretion of the Board of Directors of the Association, a reasonable fine or fines may be imposed upon a Lot Owner, and his/her tenants, guests or invitees for failure to comply with any covenant, restriction, Rule or Regulation subject to due process procedures. The Association shall have the right to promulgate Rules and Regulations regarding the implementation of the fining due process procedures. All monies received from fines shall be allocated as directed by the Board of Directors.

17.10 Rights Cumulative. All rights, remedies and privileges granted to the Association pursuant to any terms, provisions, covenants or conditions of these Covenants, the Articles or the Bylaws, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association thus exercising the same from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

17.11 Governing Law. The construction, validity and enforcement of these Covenants shall be determined according to the laws of the State of Florida. The venue of any action or suit brought in connection with these Covenants shall be in Polk County, Florida.

17.12 Invalidation. The invalidation of any provision or provisions of these Covenants by lawful court order shall not affect or modify any of the other provisions of these Covenants, which other provisions shall remain in full force and effect.

17.13 Usage. Whenever used herein, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

17.14 Conflict. These Covenants shall take precedence over conflicting provisions in the Articles and the Bylaws, and the Articles shall take precedence over the Bylaws.

17.15 Notice. Any notice required to be sent to any Owner under the provisions of these Covenants shall be deemed to have been properly sent when mailed, postage pre-paid, to the last known address of the person who appears as Owner on the records of the Association at the time of such mailing.

IN WITNESS HEREOF, THE HOUSING AUTHORITY OF THE CITY OF LAKELAND, FLORIDA have caused these presents to be executed in their name on the date first mentioned above,



Signed, sealed and delivered  
in the presence of:

**THE HOUSING AUTHORITY OF THE  
CITY OF LAKELAND, FLORIDA**  
a public body corporate and politic

WITNESSES: (Sign)

BY: Michelle Yarn for Herbert Stinson  
Print Name: Michelle Yarn  
Title: Dir. of Oper. Fin.

[Signature]  
(Sign)

Lee Baldridge  
(Print)

[Signature]  
(Sign)

JOYCE WARD  
(Print)

STATE OF FLORIDA  
COUNTY OF Tal

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of December 2006, by Michelle Yarn for Herbert Stinson as \_\_\_\_\_ of THE HOUSING AUTHORITY OF THE CITY OF LAKELAND, FLORIDA, public body corporate and politic, on behalf of said public body. He/She is personally known to me or has produced \_\_\_\_\_ as identification. He/She acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

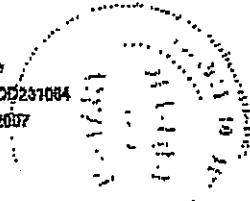
WITNESS my hand and official seal in the County and State last aforesaid on this 6<sup>th</sup> day of December, 2006.

[Signature]  
Notary Signature  
Peggy Lee Payne  
Print Notary Name

My Commission Expires:



Peggy Lee Payne  
My Commission D0237084  
Expires July 10, 2007



Investor Limited Partner

Signed, sealed and delivered  
in the presence of:

MMA RENAISSANCE, LLC, a Delaware  
Limited Liability Company

By: West Cedar Managing, Inc.  
Its Manager

WITNESSES: (Sign)

[Signature]  
(Sign)

Richard G. [Name]  
(Print)

[Signature]  
(Sign)

Matthew [Name]  
(Print)

BY:  
Print Name: Michael H. G. [Name]  
Title: Vice President

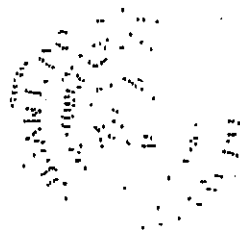
STATE OF FLORIDA ~~COMMONWEALTH OF MASSACHUSETTS~~  
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 2006, by Michael H. G. [Name], as Vice President of West Cedar Managing, Inc., as the Manager of MMA RENAISSANCE, LLC, a Delaware Limited Liability Company, on behalf of said company. He is personally known to me or has produced [Name] as identification. He acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 28<sup>th</sup> day of November, 2006.

[Signature]  
Notary Signature  
Susan F. Donahue  
Print Notary Name

My Commission Expires: 4/23/2010



Special Limited Partner

Signed, sealed and delivered  
In the presence of:

WITNESSES: (Sign)

[Signature]  
(Sign)

Barbara Cignacchi  
(Print)

[Signature]  
(Sign)

Matthew Delaney  
(Print)

MMA SPECIAL LIMITED PARTNER, INC., a  
Florida Corporation

BY: [Signature]  
Print Name: Michael H. Gladstone  
Title: Senior Vice President

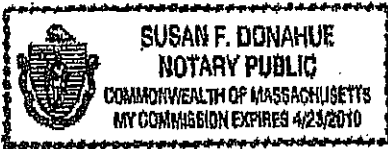
STATE OF FLORIDA COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of November, 2006, by Michael H. Gladstone, as Senior Vice President of MMA SPECIAL LIMITED PARTNER, INC., on behalf of said corporation. He is personally known to me or has produced \_\_\_\_\_ as identification. He acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 28<sup>th</sup> day of November, 2006.

[Signature]  
Notary Signature  
Susan F. Donahue  
Print Notary Name

My Commission Expires: 4/23/2010



**GROUND LEASE TENANT'S APPROVAL  
(MASTER TENANT)**

RENAISSANCE AT WASHINGTON  
RIDGE, LTD., LLLP., A FLORIDA LIMITED Signed,  
LIABILITY LIMITED PARTNERSHIP

sealed and delivered  
in the presence of:

WITNESSES: (Sign)

BY: Renaissance GP, Inc.  
A Florida Corporation

Lee Braxton - Suarez  
(Sign)

BY: Michael Williams for Herbert H. Moody  
As President

Lee Braxton - Suarez  
(Print)

Joyce Ward  
(Sign)  
JOYCE WARD  
(Print)


STATE OF Florida  
COUNTY OF Dade

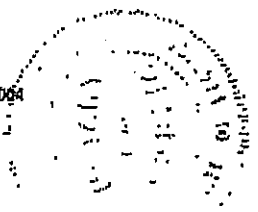
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November 2006, by Michael Williams for Herbert H. Moody as President of Renaissance GP, Inc., as general partner of THE RENAISSANCE AT WASHINGTON RIDGE, LTD., LLLP., a Florida Limited Liability Partnership, on behalf of said company. He/She is personally known to me or has produced \_\_\_\_\_ as identification. He/She acknowledged executing this document in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid on this 6<sup>th</sup> day of November, 2006.

Peggy Lee Payne  
Notary Signature  
Peggy Lee Payne  
Print Notary Name

My Commission Expires:

 Peggy Lee Payne  
My Commission DD201064  
Expires July 10, 2007



**JOINDER AND CONSENT OF  
MORTGAGEE**

SUNTRUST BANK, a Georgia banking corporation (the Mortgagee), the owner and holder of a mortgage (the Mortgage) on property situate in Polk County, Florida, more particularly described in the Leasehold Mortgage and Security Agreement, which is recorded in Official Records Book 05220, Page 2115, of the Public Records of Polk County, Florida, joins in the foregoing Declaration of Protective Covenants and Restrictions for Renaissance at Washington Ridge, for the purpose of consenting and subjecting its rights thereto.

Signed, Sealed and Delivered  
in the Presence of:

SUNTRUST BANK

Brian Wankle  
Print Name: Brian Wankle

By: Eddie Fahy  
Print Name: EDDIE FAHY  
Title: First Vice President

Christy Follows  
Print Name: Christy Follows

**ACKNOWLEDGMENT**

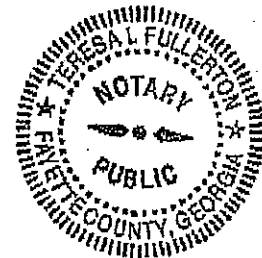
STATE OF ~~FLORIDA~~ GEORGIA  
COUNTY OF FAYETTE

The foregoing instrument was acknowledged before me this 27 day of Nov, 2006, by Eddie Fahy, as First VP of SUNTRUST BANK, on behalf of said corporation. S/He is personally known to me or has produced known to Notary as identification.

Sworn to before me on 11/27, 2006.

Sign: Teresa P. Ouellet

Notary:



Cgr001 Declaration of Covenants and Restrictions - final November 20, 2006

**EXHIBIT "A"**

**LAKE RIDGE:**

Lake Ridge Homes, according to the Plat thereof, as recorded in Plat Book 31, Page 36, Public Records of Polk County, Florida.

LESS AND EXCEPT property conveyed to State of Florida Department of Transportation as recorded in O.R. Book 1292, Page 660.

Parcel containing 10.69 acres, more or less.

**WASHINGTON PARK RENAISSANCE:**

The Southeast 1/4 of the Northeast 1/4 of Section 12, Township 28 South, Range 23 East, Polk County, Florida, LESS the West 542 feet, and also LESS a strip of land off the East end being 50 feet wide at the South end and 44.03 feet wide on the North and having a length of 1335.46 feet said land being situate in Polk County, Florida.

LESS AND EXCEPT property conveyed to City of Lakeland in Deed Book 906, Page 369, Public Records of Polk County, Florida.

**LESS AND EXCEPT**

A parcel of land being a portion of the Southeast 1/4 of the Northeast 1/4 of Section 12, Township 28 South, Range 23 East, Polk County, Florida, being described as follows:

Commence at the southeast corner of said Southeast 1/4 of the Northeast 1/4; thence South 89°11'46" West, along the south line of said Southeast 1/4 of the Northeast 1/4, a distance of 369.89 feet; thence North 00°24'23" West, 33.00 feet to a point on the north right-of-way line of Tenth Street and the Point of Beginning; thence continue North 00°24'24" West, 121.99 feet; thence South 89°35'38" West, 34.00 feet; thence North 00°24'24" West, 374.18 feet; thence North 89°35'36" East, 130.00 feet; thence North 00°24'24" West, 17.00 feet; thence North 89°35'36" East, 62.00 feet; thence North 00°24'24" West, 92.48 feet; thence North 89°36'30" East, 162.05 feet to a point on the west right-of-way line of North Florida Avenue; thence South 00°23'30" East, along said west right-of-way line, 527.94 feet to a point on a non-tangent curve to the right having a radius of 76.00 feet, a central angle of 89°34'48", a chord bearing of South 44°24'08" West, and a chord distance of 107.09 feet; thence southwesterly along the arc of said curve and west right-of-way line, 118.82 feet to the north right-of-way line of Tenth Street; thence South 89°11'46" West, along said north right-of-way line, 244.45 feet to the Point of Beginning.

LESS AND EXCEPT right-of-way for Tenth Street as recorded in Official Records Book 1292, Page 648, Public Records of Polk County, Florida.

LESS AND EXCEPT the right-of-way for State Road 35/700 (North Florida Avenue) as recorded in Official Records Book 2120, Page 1656, Public Records of Polk County, Florida.

TOGETHER WITH that parcel of land recorded in Official Records Book 4833, Page 1617, Public Records of Polk County, Florida.

Cgr001 exha

FLORIDA DEPARTMENT OF STATE  
Glenda E. Hood  
Secretary of State

November 10, 2004

RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC  
1012 N. STREET N.W.  
WASHINGTON, DC 20001

The Articles of Incorporation for RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC. were filed on November 9, 2004, and assigned document number N04000010539. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H04000224058.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Loria Poole  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 404A00064262

Division of Corporations - P.O. BOX 6827 - Tallahassee, Florida 32314

RECEIVED TIME NOV. 10. 9:20AM



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC., a Florida corporation, filed on November 9, 2004, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number HD4000224058. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N04000010539.

Authentication Code: 404A00064262-111004-N04000010539-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Tenth day of November, 2004



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

RECEIVED TIME NOV. 10. 9:20AM



(((H04000224058 3)))

This instrument was prepared by and to be  
Returned to:

Elizabeth A. Lanham-Patris, Esq.  
TAYLOR & CARLS, P.A.  
850 Concourse Parkway South  
Suite 105  
Maitland, FL 32751  
(407) 880-4040

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EXHIBIT "B"  
TO  
DECLARATION OF COVENANTS  
AND  
RESTRICTIONS FOR RENAISSANCE AT WASHINGTON RIDGE

ARTICLES OF INCORPORATION  
FOR  
RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC.

The undersigned Incorporator, for the purpose of forming a not-for-profit corporation under the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE 1  
NAME AND ADDRESS

The name of the corporation shall be RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC. The principal address of the corporation is 1012 N Street, NW, Washington, DC 20001. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Covenants and Restrictions for Renaissance at Washington Ridge as the "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

ARTICLE 2  
PURPOSE

The purpose for which the Association is organized is to provide an entity to promote the health, safety and welfare of the members of the Association and to provide for those objects and purposes as are authorized by the Declaration, to be recorded in the Public Records of Polk County, Florida, as hereafter amended from time to time. The further purpose of the Association is to preserve the values and amenities within the Committed Property, to operate, administer, maintain and repair portions of the Common Areas thereof for the benefit of the Owners, their family members, guests and tenants, and to enforce the covenants and restrictions contained in the Declaration, these Articles, the Bylaws and Rules and Regulations promulgated thereunder.

(((H04000224058 3)))

(((H04000224058 3)))

ARTICLE 3  
DEFINITIONS

The terms used in these Articles shall have the same definitions and meanings as those set forth in the Declaration to be recorded in the Public Records of Polk County, Florida, as the same may be amended from time to time, unless herein provided to the contrary or unless the context otherwise requires.

ARTICLE 4  
POWERS

The powers of the Association shall include and be governed by the following:

- 4.1 General. The Association shall have all of the common-law and statutory powers of a not-for-profit corporation under the laws of the State of Florida that are not in conflict with the provisions of these Articles, the Declaration, or the Bylaws.
- 4.2 Enumeration. The Board shall have all of the powers and duties necessary and appropriate for the governance of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, the Bylaws, these Articles, and as provided by law. The Board may do or cause to be done all acts and things not required by the Declaration, these Articles, the Bylaws, or Florida law to be done and exercised exclusively by the members. The Board may delegate powers to committees, officers, a management agent or agents, or employees of the Association. The duties of the Board shall include, without limitation:
- (a) preparing and adopting annual budgets;
  - (b) levying and collecting assessments against the Members;
  - (c) providing for the operation, care, upkeep, and maintenance of the Common Areas;
  - (d) retaining the services of a managing agent or agents and/or designating, hiring, and dismissing such other personnel as are necessary to perform the powers and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of the equipment, supplies, and material to be used by such personnel in the performance of their duties;
  - (e) approving a bank depository to receive funds on behalf of the Association and depositing all such funds therein and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
  - (f) adopting Rules and Regulations governing the use of the Common Areas and the facilities thereon, and the use of the Committed Property, including the Lots,

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Rental Tracts and Parking Area and establishing sanctions for infractions thereof;

- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas in accordance with the Declaration, these Articles and the Bylaws;
- (i) enforcing by legal means the provisions of the Declaration, these Articles, the Bylaws, and the Rules and Regulations adopted by the Board; provided, the Board shall not be obligated to take any action to investigate any alleged violation of or to enforce any covenant, restriction, or Rule and Regulation which the Board reasonably determines is, or is likely to be, inconsistent with applicable law, or if the Board reasonably determines that the Association's position is not strong enough to take such enforcement action, or if the Board otherwise determines, in its business judgment, that such enforcement action would be inappropriate;
- (j) obtaining and carrying property, liability, and commercial crime insurance, as required in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying all taxes and/or assessments which are or could become a lien on the Common Areas or a portion thereof;
- (l) paying the cost of all services rendered to the Association or Members and not chargeable directly to specific Members;
- (m) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (n) making available and providing copies, for a fee, to any Owner, and the holders, insurers, and guarantors of any mortgage on any Lot or Rental Tract current copies of the Declaration, these Articles, the Bylaws, Rules and Regulations, and such other books, records, and financial statements of the Association as are identified as official records of the Association by Chapter 720, Florida Statutes, or its successor law, as from time to time amended;
- (o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is permitted or required by Florida law and these Articles, and purchasing insurance providing such indemnification;
- (p) supervising all officers, agents and employees of the Association to ensure that their duties are properly performed; and

- (q) borrowing money for any legal purpose and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all without membership approval.
- 4.3 Distribution of Income; Dissolution. The Association shall make no distributions of income to its members, Directors or Officers.

ARTICLE 5  
MEMBERSHIP/VOTING

- 5.1 Membership. There shall be the following two (2) classes of membership in the Association:
  - (a) Class A. Every person, group of persons or entities that is an Owner of a Lot shall be a Class A member of the Association. However, any such person, group of persons, or entities, who holds such interest solely as security for the performance of an obligation shall not be a member and any person, group of persons, or entities that hold such an interest in any area designated as Common Area shall not be a member on account thereof.
  - (b) Class B. Every person, group of persons or entities that is an Owner of a Rental Tract shall be a Class B member of the Association. However, any such person, group of persons, or entities, who holds such interest solely as security for the performance of an obligation shall not be a member and any person, group of persons, or entities that hold such an interest in any area designated as Common Area shall not be a member on account thereof.
- 5.2. Membership Appurtenant to Ownership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot or Rental Tract, and such membership shall be terminated without the necessity of any formal action upon the recording of a valid instrument terminating or transferring the vested, present interest of the Owner.
- 5.3 Votes. Votes shall be cast in such manner and subject to such restrictions (not inconsistent with the terms and conditions of this Article) and as are set forth in the Bylaws.
- 5.4 Meetings. The Bylaws shall provide for an annual meeting of members, and may provide for regular and special meetings of members other than the annual meeting.

ARTICLE 6  
TERM OF EXISTENCE

The Association shall have perpetual existence.

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ARTICLE 7  
INCORPORATOR

The name and address of the Incorporators of this Corporation is Renaissance at Washington Ridge, Ltd., LLLP, by TCG Washington Ridge, LLC, its General Partner, whose address is 1012 N Street, NW, Washington, DC 20001.

ARTICLE 8  
OFFICERS

The affairs of the Association shall be administered by the Officers holding the offices designated in these Articles and the Bylaws. The Officers shall be elected by the Board of Directors of the Association at its first meeting of the Board of Directors and shall serve at the pleasure of the Board of Directors. The names and addresses of the Officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>President:</u>	Jim Driskell c/o the Lakeland Housing Authority 430 South Hartsell Avenue, Lakeland, Florida 33815
<u>Vice President:</u>	Alan Kaufmann c/o The Communities Group 1012 N Street, NW, Washington, DC 20001
<u>Secretary:</u>	Herb Hernandez c/o the Lakeland Housing Authority 430 South Hartsell Avenue, Lakeland, Florida 33815
<u>Treasurer:</u>	Stephan Rodiger c/o The Communities Group 1012 N Street, NW, Washington, DC 20001

ARTICLE 9  
DIRECTORS

- 9.1 Number and Qualification. The property, business, and affairs of the Association shall be managed by a Board consisting of the number of Directors determined in the manner provided by the Bylaws.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Declaration, these Articles, the Bylaws and Florida law shall be exercised exclusively by the Board of Directors, its agents, contractors, or employees, subject only to approval by the Members when such approval is specifically required.

- 9.3 Election. Directors of the Association shall be elected at the Annual Meeting each year in the manner determined by and subject to the qualifications set forth in the Bylaws.
- 9.4 Removal and Filling Vacancies. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.
- 9.5 Term of Developer's Directors. The Developer shall appoint the Members of the first Board of Directors and their replacements who shall hold office for the periods described in the Bylaws.
- 9.6 First Directors. The names and addresses of the Members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the Bylaws, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Jim Driskell	c/o the Lakeland Housing Authority 430 South Hartsell Avenue, Lakeland, Florida 33815
Alan Kaufmann	c/o The Communities Group 1012 N Street, NW, Washington, DC 20001
Herb Hernandez	c/o the Lakeland Housing Authority 430 South Hartsell Avenue, Lakeland, Florida 33815
Stephan Rodiger	c/o The Communities Group 1012 N Street, NW, Washington, DC 20001
Michelle Yawn	c/o the Lakeland Housing Authority 430 South Hartsell Avenue, Lakeland, Florida 33815

ARTICLE 10  
INDEMNIFICATION

- 10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, lawsuit, or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, employee, Officer, or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by that person in connection with such action, lawsuit, or proceeding unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed

indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, lawsuit, or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner that he or she reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe that his or her conduct was unlawful.

- 10.2 Advances. Expenses, including but not limited to attorneys' fees and costs, incurred in defending a civil or criminal action, lawsuit, or proceeding shall be paid by the Association in advance of the final disposition of such action, lawsuit, or proceeding on behalf of the affected Director, Officer, employee, or agent. Such Director, Officer, employee or agent shall not be required to repay such amount unless it shall ultimately be determined that he or she is not entitled to be indemnified by the Association as provided in Article 10.1.
- 10.3 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any agreement, vote of members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, employee, or agent and shall inure to the benefit of the heirs and personal representatives of that person.
- 10.4 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee, or agent of the Association, or is or was serving, at the request of the Association, as a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of this Article.
- 10.5 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11  
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

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ARTICLE 12  
AMENDMENTS

These Articles may be amended by the affirmative vote of a majority of the Board at a regular or special meeting of the Board called for that purpose; provided however, that these Articles may not be so amended by the Board in any manner which would be inconsistent with the Declaration or the Bylaws.

Amendments to these Articles shall become effective upon the recordation of an amendatory instrument executed by the President and Secretary of the Association in the Public Records of Polk County, Florida.

ARTICLE 13  
NAME AND ADDRESS OF REGISTERED AGENT

The initial registered agent of the Corporation shall be Bernice S. Saxon, Esq., w/o Saxon, Gilmore, Carraway, Gibbons, Lash & Wilcox, P.A., who shall also be a resident agent, whose street address is 201 East Kennedy Boulevard, Suite 600, Tampa, Florida 33602.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR  
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT  
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of the State of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Polk, State of Florida, the corporation named in the said Articles has named Bernice S. Saxon, whose street address is 201 East Kennedy Boulevard, Suite 600, Tampa, Florida 33602, as its statutory registered agent.

Having been named the statutory agent of the corporation at the place designated in this certificate, I hereby accept the same and agree to act in this capacity and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Print Name: ~~Bernice S. Saxon, Esq.~~  
REGISTERED AGENT

DATED on 11/08/04

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ARTICLE 14  
INITIAL REGISTERED OFFICE AND INCORPORATOR

The initial registered office of this Corporation shall be at 1012 N Street, NW, Washington, DC 20001, with the privilege of having its office and branch offices at other places within or without the State of Florida.

IN WITNESS WHEREOF, the Incorporators have affixed their signature the day and year set forth below.

RENAISSANCE AT WASHINGTON RIDGE, LTD., LLLP

By: ~~TCG WASHINGTON RIDGE, LLC, a Florida limited liability company, its General Partner~~

By: Jaime Bordenave  
Jaime Bordenave, Managing Member

STATE OF Washington  
COUNTY OF DC

The foregoing instrument was acknowledged before me this 5 day of November 2004, by Jaime Bordenave, as Managing Member of TCG Washington Ridge, LLC, a Florida limited liability company, as General Partner of Renaissance at Washington Ridge, Ltd., LLLP. He is personally known to me or has produced DC Drivers License as identification and who did not take an oath.

[Signature]  
Notary Signature

My Commission Expires: 6/31/2005

Teresa Ferguson  
Print Notary Name

Ogr001 Articles of Incorporation - Final

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# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on September 28, 2006, to Articles of Incorporation for RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000299341. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N04000010539.

Authentication Code: 806A00057915-092806-N04000010539-1/1

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Twenty-eighth day of September, 2006



*Jim M. Cobb*  
Jim M. Cobb  
Secretary of State



RECEIVED TIME SEP. 28. 4:18PM

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ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
FOR  
RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC.

The undersigned, being the President of RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC., a Florida not-for-profit corporation, hereby executes these Articles of Amendment which shall be filed in the Office of the Florida Department of State.

ARTICLE I  
Amendments

A copy of the text of the amendment adopted is attached hereto as Exhibit "A".

ARTICLE II  
Approval

There are no members entitled to vote on the amendment. A majority of the Board of Directors are entitled to amend the Articles of Incorporation at a regular or special meeting of the Board. A majority of the Board of Directors adopted the amendments, attached as Exhibit "A."

ARTICLE III  
Effective Date

The attached amendment shall be effective upon the recording of these Articles of Amendment in the Public Records of Polk County, Florida.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment on September 22, 2008.

RENAISSANCE AT WASHINGTON RIDGE  
MASTER ASSOCIATION, INC.

By:   
James Driskell, President

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EXHIBIT "A"

ARTICLES OF AMENDMENT  
TO  
ARTICLES OF INCORPORATION  
FOR  
RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC.

1. Article 1 is amended as follows:

ARTICLE 1  
NAME AND ADDRESS

The name of the corporation shall be RENAISSANCE AT WASHINGTON RIDGE MASTER ASSOCIATION, INC. The principal address of the corporation is 4042 N. Street, NW, Washington, DC 20004-430 South Hartsell Avenue, Lakeland, Florida 33815. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Covenants and Restrictions for Renaissance at Washington Ridge as the "Declaration," these Articles of Incorporation as the "Articles," and the Bylaws of the Association as the "Bylaws."

2. Article 4, Section 4.2 is amended by adding subsection (f) and (g) as follows:

ARTICLE 4  
POWERS

The powers of the Association shall include and be governed by the following:

...

- 4.2 Enumeration. The Board shall have all of the powers and duties necessary and appropriate for the governance of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, the Bylaws, these Articles, and as provided by law. The Board may do or cause to be done all acts and things not required by the Declaration, these Articles, the Bylaws, or Florida law to be done and exercised exclusively by the members. The Board may delegate powers to committees, officers, a management agent or agents, or employees of the Association. The duties of the Board shall include, without limitation:

...

- (f) adopting Rules and Regulations governing the use of the Common Areas and the facilities thereon, the Surface Water Management System Facilities, and the use of the Committed Property, including the Lots, Rental Tracts, Community Center, and Parking Area and establishing sanctions for infractions thereof;

Additions to text are indicated by bold underline; deletions by ~~strikethrough~~.

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(r) owning and conveying property; and

(s) suing and being sued.

3. Article 6 is amended as follows:

**ARTICLE 6  
TERM OF EXISTENCE**

The Association shall have perpetual existence. If the Association is dissolved, the Surface Water Management System Facilities, property containing the Surface Water Management System Facilities and water management portions of common areas shall be conveyed to an agency of local government determined to be acceptable by the South Florida Water Management District. If the local government declines to accept the conveyance, then the Surface Water Management System Facilities, property containing the Surface Water Management System Facilities and water management portions of common areas shall be dedicated to a similar non-profit corporation.

4. The Articles of Incorporation are also amended by adding a new Article 15.

**ARTICLE 15  
SURFACE WATER MANAGEMENT SYSTEM FACILITIES**

15.1 Maintenance. The Association shall operate and maintain the Surface Water Management System Facilities permitted by the Southwest Florida Water Management District under Environmental Resource Permit No. 4409373.001, and any modifications thereto. The Surface Water Management System Facilities include all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

15.2 Term of Maintenance. The requirements of this Article shall exist in perpetuity; however, if the Association is dissolved, the control and right of access to the property containing the above Surface Water Management System Facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the Surface Water Management System Facilities shall be conveyed to a not-for-profit corporation similar to the Association.

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Additions to text are indicated by bold underline; deletions by ~~strikethrough~~.

**EXHIBIT "D"**  
**TO**  
**DECLARATION OF COVENANTS**  
**AND**  
**RESTRICTIONS FOR RENAISSANCE AT WASHINGTON RIDGE**

**BYLAWS**  
**OF**  
**RENAISSANCE AT WASHINGTON RIDGE**  
**MASTER ASSOCIATION, INC.**

**Article I**  
**Name, Principal Office, and Definitions**

1.1. Name. The name of the Association shall be Renaissance at Washington Ridge Master Association, Inc. ("Association").

1.2. Principal Office. The principal office of the Association shall be located in 430 South Hartsell Avenue, Lakeland, Florida 33815. The Association may have such other offices as the Board may determine or as the affairs of the Association may require.

1.3. Definitions. The words used in these Bylaws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in the Declaration of Covenants and Restrictions for Renaissance At Washington Ridge to be filed in the Office of the County Recorder of Polk County, Florida, as the same may be amended from time to time ("Declaration"), unless otherwise herein provided to the contrary or unless the context indicates.

**Article II**  
**Association: Membership, Meetings, Quorum, Voting, Proxies**

2.1. Membership. There shall be the following two (2) classes of membership in the Association:

- (a) Class A. Every person, group of persons or entity that is an Owner of a Lot shall be a Class A member of the Association. However, any such person, group of persons, or entity, who holds such interest solely as security for the performance of an obligation shall not be a member and any person, group of persons, or entity that hold such an interest in any area designated as Common Area shall not be a member on account thereof.
- (b) Class B. Every person, group of persons or entity that is an Owner of a Rental Tract shall be a Class B member of the Association. However, any such person, group of persons, or entity, who holds such interest solely as security for the performance of an obligation shall not be a member and any person, group of persons, or entity that hold such an interest in any area designated as Common Area shall not be a member on account thereof.

2.2. Membership Appurtenant to Ownership. Every Owner shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from Ownership of any Lot or Rental Tract, and such membership shall be terminated without the necessity of any formal action upon the recording of a valid instrument terminating or transferring the vested, present interest of the Owner.

2.3. Place of Meeting. Meetings of the Association shall be held within Renaissance at Washington Ridge or at such other suitable place within the State of Florida as may be designated by the Board.

2.4. Annual Members' Meetings. Regular annual meetings shall be held each year in September on a date and at a time set by the Board. In the event that a quorum, as defined in Section 2.12 of these Bylaws, is not present at an annual meeting, the Association may hold the meeting for informational purposes; provided, however, except as provided for in Section 2.12, the Association may not take any action at such meeting unless a quorum is present.

2.5. Special Members' Meetings. The President of the Association ("President") may call special meetings. In addition, it shall be the duty of the President to call a special meeting, if so directed by resolution of a majority of the Board or upon a petition signed by at least 10% of the Voting Interests.

2.6. Notice of Members' Meetings. The Secretary of the Association ("Secretary") shall cause written notice stating the place, day, and hour of any meeting of the Members to be delivered by hand delivery or United States mail, postage prepaid, to each Member, or, if permitted by Florida law, by facsimile, computer, fiber optics, cable, or other similar communication devices or such other manner which is reasonably calculated, as determined in the discretion of the Board, to provide personal notice to the Members entitled to notice. Such notice shall be delivered not less than fourteen (14) nor more than sixty (60) days before the date of such meeting.

Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. In the case of a special meeting or when otherwise required by statute or these Bylaws, the purpose or purposes for which the meeting is called shall be stated in the notice. No other business shall be transacted at a special meeting except as stated in the notice.

If mailed, the notice of a meeting shall be deemed to be delivered when deposited in the United States mail addressed to the Member at his or her address as it appears on the records of the Association, with postage prepaid. If sent by facsimile, computer, fiber optics, cable, or such other similar communication device, notice shall be deemed to be delivered when transmitted to the Member at his or her address or number as it appears on record with the Association. The failure of any Member to receive actual notice of the meeting of the Members shall not affect the validity of any action taken at such meeting.

2.7. Waiver of Notice. Waiver of notice of a meeting of the Members shall be deemed equivalent of proper notice. Any Member may, in writing, in person or by proxy, waive notice of any meeting of the Association, either before or after such meeting. Neither the affairs transacted nor the purpose of the meeting need be specified in the written waiver. Attendance at a meeting by a Member, either in person or by proxy, constitutes waiver of notice and waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, unless the Member attends a meeting solely for the

purpose of stating, at the beginning of the meeting, any such objection or objections to the transaction of affairs.

2.8. Adjournment of Meetings. A majority of the Members who are present at any annual or special member's meeting may adjourn the same to a different date, time, or place, even if a quorum does not exist. However, any such adjournment to different date, time, or place must be announced at that meeting before the adjournment is taken or notice must be given of the new date, time, or place pursuant to Section 2.6 above. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

2.9. Voting. All Members may vote at a meeting by voice vote, written ballot, general or limited proxy. All votes of the Members at meetings shall be subject to the quorum requirements of Section 2.12 of these Bylaws.

(a) Class A. Class A members shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership. In the event that more than one (1) person, group of persons or entity is a record owner of a fee interest in any Lot, then the vote for membership appurtenant to such shall be exercised as such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot. In the event owners of a Lot cannot agree as to which owner shall be entitled to vote or cannot agree as to a unified vote on the issue being voted upon, then in that event said vote shall not be a valid vote and shall not be counted in a tabulation of the votes but may be counted for quorum.

(b) Class B. Class B members shall be entitled to one (1) vote for each Rental Living Unit within the Rental Tract in which they hold the interests required for membership. In the event owners of a Rental Tract cannot agree as to which owner shall be entitled to vote or cannot agree as to a unified vote on the issue being voted upon, then in that event said vote(s) shall not be a valid vote and shall not be counted in a tabulation of the votes but may be counted for quorum.

The votes for each Rental Tract must be a unified vote, which means that all votes must be voted in the same way and may not be split. The number of votes assigned to each Tract are as follows:

Tract "C" of Lake Ridge according to the plat thereof as recorded at Plat Book 122, Pages 14-15, of the Public Records of Polk County, Florida is entitled to 20 votes;

Tract "D" of Lake Ridge according to the plat thereof as recorded at Plat Book 122, Pages 14-15, of the Public Records of Polk County, Florida is entitled to 9 votes;

Tract "A" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 -17, of the Public Records of Polk County, Florida is entitled to 8 votes;

Tract "C" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 -17, of the Public Records of Polk County, Florida is entitled to 6 votes;



Tract "D" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 -17, of the Public Records of Polk County, Florida is entitled to 9 votes;

Tract "E" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 -17, of the Public Records of Polk County, Florida is entitled to 30 votes;

Tract "G" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 -17, of the Public Records of Polk County, Florida is entitled to 13 votes;

Tract "H" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 -17, of the Public Records of Polk County, Florida is entitled to 78 votes;

Tract "K" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 -17, of the Public Records of Polk County, Florida is entitled to 12 votes;

Tract "L" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 -17, of the Public Records of Polk County, Florida is entitled to 2 votes;

Tract "M" of Washington Park Renaissance according to the plat thereof as recorded at Plat Book 122, Pages 16 -17, of the Public Records of Polk County, Florida is entitled to 9 votes;

2.10. Proxies. Members may vote by person or by proxy. Each proxy shall be in writing, dated and duly signed, shall state the date, time, and place of the meeting for which it was given, and shall be filed with the Secretary. Proxies shall be deemed filed with the Secretary, upon receipt if delivered by personal delivery, U.S. mail or facsimile addressed to the Secretary at the address or facsimile number for the Association. Unless otherwise provided in the proxy, one proxy shall cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the latter dated proxy shall prevail. If dated the same date, both proxies shall be deemed invalid. A proxy is effective only for the specific meeting for which it was given, as the meeting may lawfully be adjourned and reconvened from time to time, and each proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. If the proxy form expressly so provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. The proxy of any Member shall be revocable and shall automatically cease upon conveyance of such Member's Lot or Rental Tract. Both general and limited proxies may be used.

2.11. Majority. As used in these Bylaws, the term "majority" shall mean those votes, Members, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

2.12. Quorum. Except as otherwise provided in these Bylaws, the Articles or in the Declaration, the presence, in person or by proxy, of 20% of the Voting Interests shall constitute a quorum at all meetings of the Association. Members present at a duly called or held meeting

at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum; provided, unless otherwise specifically set forth in these Bylaws, the Articles or the Declaration, any action for which a vote of the Members at a meeting is required must be approved by at least a majority of the votes required to constitute a quorum.

2.13. Conduct of Meetings. The President shall preside over all meetings of the Association, and the Secretary shall ensure that minutes of the meeting are kept and that all resolutions adopted at the meeting, as well as all transactions occurring at the meeting, are recorded in a minute book.

2.14. Video or Telephone Participation. One or more Members may participate in and vote during any regular or special meeting of the Members by telephone conference call, video conference, fiber optics, cable, or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those Members so participating shall be deemed present at such meeting for all purposes, including calculation of a quorum, as determined by the Board.

2.15. Action Without a Meeting. Any action required or permitted by law or by these Bylaws, the Articles and/or the Declaration to be taken at a special or annual meeting of the Members may be taken without a meeting, without prior notice, and without a vote, so long as such action complies with Section 617.0701, Florida Statutes, or its successor law, as from time to time amended.

### **Article III** **Board of Directors**

3.1. Governing Body Composition. The affairs of the Association shall be governed by a Board of Directors, who need not be Members. If a director ceases to meet required qualifications during his or her term, said director will thereupon cease to be a director and his or her place on the Board shall be deemed vacant.

In the case of a Member which is not a natural person, any officer, director, partner, or trustee of such Member shall be presumed to be eligible to serve as a director unless otherwise specified by written notice to the Association signed by such Member.

3.2. Number of Directors and Voting Power. The Board shall consist of five (5) directors. At least one (1) Director must be the Owner of a Lot, unless no Owner of a Lot is willing to serve. Each director shall have one (1) equal vote.

3.3. Appointment of Initial Board of Directors. The Developer has power to appoint the initial Board of Directors, and the initial Board of Directors shall serve until the first annual meeting of the Owners, which shall be held within three (3) months after ninety percent (90%) of the Lots (this does not include the Rental Tracts, Community Center or Parking Area) have been conveyed to Members.

3.4. Director Applications and Nominations. Candidates shall apply for or be nominated for election to the Board in accordance with policies and procedures established from time to time by the Board, which policies and procedures must be established no later than ninety (90) days prior to the election to which they apply.

Notwithstanding the above, all Members of the Association shall be eligible to serve on the Board and all Members may nominate themselves as a candidate for the Board at a meeting where the election is to be held.

3.5. Election. Directors shall be elected by the Members at annual elections held at each Annual Meeting.

Votes for the election of directors shall be cast by written ballot at the Annual Meeting, in person or by general or limited proxy.

Directors must be elected by a plurality of the votes cast. Cumulative voting shall not be permitted.

3.6. Term of Office. Unless otherwise removed as provided below, all of the Directors on the Board shall hold office for one (1) year terms and until their respective successors have been elected and take office.

3.7. Removal of Directors. Directors may be removed and vacancies filled as follows:

(a) By the Members:

Any member of the Board may be removed from office with or without cause by the vote or agreement in writing by a majority of all votes of the membership, so long as such removal is in compliance with Section 720.303(10), Florida Statutes, or its successor law, as the same may be amended from time to time.

(b) By the Board:

Any director who has three or more consecutive unexcused absences from Board meetings may be removed by a vote of a majority of the other directors at a regular or special meeting of the Board. No such action may be taken without reasonable notice to the subject Board member and an opportunity to defend against any such charges.

3.8. Filling Board Vacancies.

Except for removal by the membership as provided for in Section 720.303(10), Florida Statutes, any vacancy occurring on the Board may be filled by the affirmative vote of the majority of the remaining directors, even though remaining directors constitute less than a quorum, or by the sole remaining director, as the case may be, or, if the vacancy is not so filled or if no director remains, by the Members or, on the application of any person, by the Circuit Court of Polk County, Florida. A Director so elected or appointed to fill a vacancy shall be elected or appointed for the unexpired term of his or her predecessor in office.

3.9. Organizational Meetings. The Board shall hold an organizational meeting within thirty (30) days after newly-elected directors take office.

3.10. Regular Meetings/Notice of the Same. Regular meetings of the Board shall be held monthly at such time and place as the Board shall determine, and no notice need be given to the directors prior to such regular meetings. Except in the case of emergencies, notice of the time and place of the meeting shall be communicated to Members by posting a notice of the same in a conspicuous place within the community at least 48 hours in advance of a meeting or

by publicizing such meeting on the closed circuit television station applicable to Renaissance at Washington Ridge or by using such other reasonable alternative chosen by the Board and permitted under Florida law. Notwithstanding the above, no assessment may 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 assessment. Further, written notice of any meeting at which 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 posted conspicuously on the property or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting. The failure of any Member to receive actual notice of a meeting of the Board does not affect the validity of the any action taken at that meeting.

3.11. Special Meeting/Notice of the Same. Special meetings of the Board shall be held when called by the President or by any two (2) directors, or within ten (10) days after presentation to the President of a petition requesting Board action signed by a least ten percent (10%) of the Voting Interests. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each director by: (a) personal delivery; (b) first-class mail, postage prepaid; (c) telephone communications, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (d) facsimile, computer, fiber optics, or any such other communication device as permitted by Florida law. All such notices shall be given at the director's telephone, facsimile, or e-mail number or sent to the director's address as shown on the records of the Association. Notices sent to directors by first class mail shall be deposited into a United States mailbox at least seven (7) business days before the time set for the meeting. Except in the case of emergencies, notices given to directors by personal delivery, telephone, facsimile, or other device shall be delivered, telephoned, or transmitted at least 48 hours before the time set for the meeting. Except in the case of emergencies, notices to Members of special meetings of the Board shall be given to Members by posting a notice of the same in a conspicuous place within the community at least 48 hours in advance of a meeting or by publicizing such meeting on the closed circuit television station applicable to Renaissance at Washington Ridge or by using such other reasonable alternative chosen by the Board and permitted under Florida law. The failure of any Member to receive actual notice of a meeting of the Board does not affect the validity of the any action taken at that meeting.

3.12. Waiver of Notice. The transaction of any meeting of the Board, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held and noticed if (a) a quorum is present, and (b) either before or after the meeting each of the directors not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Attendance of a director at a meeting shall also constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a director states, at the beginning of the meeting or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

3.13. Quorum of Board of Directors. At all meetings of the Board, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board, unless otherwise specifically provided in these Bylaws, the Articles or the Declaration. If any meeting of the Board cannot be held because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to another time and

place. Notice of any such adjourned meeting shall be given to the directors who were not present at the time of the adjournment, and unless, the time and place of the adjourned meeting are announced at the time of the adjournment, to the other directors.

3.14. Compensation. No director shall receive any compensation from the Association for acting as such; provided however, any director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director, or any entity with which a director is affiliated, for services or supplies furnished to the Association in a capacity other than as a director pursuant to a contract or agreement with the Association, provided that such director's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding the interested director.

3.15. Conduct of Meetings. The President shall preside over all meetings of the Board. The Secretary shall ensure that a minute book is kept of all meetings of the Board, and record all resolutions adopted by the Board and all transactions and proceedings occurring at such meetings.

3.16. Open Meetings. All meetings of the Board shall be open to all Members, but a Member other than a director may not participate in any discussion or deliberation unless the Member complies with the requirements and time limits established pursuant to Section 720.303(2)(b), Florida Statutes, or permission to speak is authorized by a vote of the majority of a quorum of the Board. If permission to speak is authorized by a majority of a quorum of the Board, the Board may limit the time any Member may speak. Notwithstanding the above, the Board may exclude Members, to hold discussions between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

3.17. Video and Telephonic Participation. One or more directors may participate in and vote during any regular or special meeting of the Board by telephone conference call, video conference, fiber optics, or similar communication equipment by means of which all persons participating in the meeting can hear each other at the same time, and those directors so participating shall be deemed present at such meeting. Any such meeting at which a quorum participates shall constitute a meeting of the Board.

3.18. Powers. The Board shall have all of the powers and duties necessary and appropriate for the governance of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Declaration, these Bylaws, the Articles, and as provided by Florida law. The Board may do or cause to be done all acts and things not required by the Declaration, the Articles, these Bylaws, or Florida law to be done and exercised exclusively by the members. The Board may delegate powers to committees, officers, a management agent or agents, or employees of the Association.

3.19. Duties. The duties of the Board shall include, without limitation:

- (a) preparing and adopting annual budgets;
- (b) levying and collecting assessments against the Members;
- (c) providing for the operation, care, upkeep, and maintenance of the Common Area;

- (d) retaining the services of a managing agent or agents and/or designating, hiring, and dismissing such other personnel as are necessary to perform the powers and responsibilities of the Association and, where appropriate, providing for the compensation of such personnel and for the purchase of the equipment, supplies, and material to be used by such personnel in the performance of their duties;
- (e) approving a bank depository to receive funds on behalf of the Association and depositing all such funds therein and using such funds to operate the Association; provided, any reserve fund may be deposited, in the directors' best business judgment, in depositories other than banks;
- (f) adopting Rules and Regulations governing the use of the Common Area and the facilities thereon, and the use of the Committed Property, including the Lots, Rental Tracts, Community Center, and the Parking Area and establishing sanctions for infractions thereof;
- (g) opening of bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration, the Articles and these Bylaws;
- (i) enforcing by legal means the provisions of the Declaration, the Articles, these Bylaws, and the Rules and Regulations adopted by the Board; provided, the Board shall not be obligated to take any action to investigate any alleged violation of or to enforce any covenant, restriction, or Rule and Regulation which the Board reasonably determines is, or is likely to be, inconsistent with applicable law, or if the Board reasonably determines that the Association's position is not strong enough to take such enforcement action, or if the Board otherwise determines, in its business judgment, that such enforcement action would be inappropriate;
- (j) obtaining and carrying property, liability, and commercial crime insurance, as required in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;
- (k) paying all taxes and/or assessments which are or could become a lien on the Common Area or a portion thereof;
- (l) paying the cost of all services rendered to the Association or Members and not chargeable directly to specific Members;
- (m) keeping books with detailed accounts of the receipts and expenditures of the Association;
- (n) making available and providing copies, for a fee, to any Owner, and the holders, insurers, and guarantors of any mortgage on any Lot or Rental Tract current copies of the Declaration, the Articles, these Bylaws, Rules and Regulations, and such other books, records, and financial statements of the

Association as are identified as official records of the Association by Chapter 720, Florida Statutes, or its successor law, as from time to time amended;

(o) indemnifying a director, officer or committee member, or former director, officer or committee member of the Association to the extent such indemnity is permitted or required by Florida law and the Articles, and purchasing insurance providing such indemnification; and

(p) supervising all officers, agents and employees of the Association to ensure that their duties are properly performed.

**3.20. Management.** The Association may, but shall not be required to, employ a professional management agent or agents at compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may delegate to the management agent such powers as are necessary to perform its assigned duties; provided, the Board may not delegate policy-making authority. Any agreement for the services of any management agent shall provide for termination by the Association with or without cause, and without payment of a termination fee, upon thirty (30) days written notice, and no such agreement shall be for a duration in excess of one (1) year, renewable by agreement of the parties for successive one (1) year periods.

No remuneration shall be accepted by the management agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value shall benefit the Association. In addition, any financial or other interest which the management agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board.

**3.21. Accounts and Reports.** Accounting and controls should conform to generally accepted accounting principles. Financial Reports shall be prepared and distributed in conformance with Chapter 720, Florida Statutes, or its successor law, as from time to time amended;

**3.22. Borrowing and Security for Debt.** The Association, acting through its Board, shall have the power to borrow money for any legal purpose and to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, all without membership approval.

**3.23. Rights of the Association.** Subject to applicable law relating to Member, officer, and director conflicts of interest, the Association shall have the right to contract with any person for the performance of various duties and functions.

#### **Article IV** **Officers**

**4.1. Officers.** The officers of the Association shall be a President, Vice President, Secretary, Treasurer. The officers of the Association shall be members of the Board. A person may hold more than one (1) office except that the President may not also be the Secretary.

**4.2. Election and Term of Office.** The officers of the Association shall be elected annually by the Board at the first meeting of the Board of Directors following each annual meeting of the

Members. Each officer shall serve a one (1) year term; provided, each officer's term shall automatically renew until their replacement has been appointed.

4.3. Removal and Vacancies. Any officer may be removed from office with or without cause by a vote of a majority of the directors. A vacancy in any office arising because of death, resignation, removal, or otherwise may be filled for the unexpired portion of the term by appointment by a majority of the directors.

4.4. Powers and Duties. The officers of the Association shall each have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as may specifically be conferred or imposed by the Board; provided, the Board may not confer or impose powers or duties which may not otherwise be exercised by the Board. By way of example, and not limitation, the officers shall have the following powers and duties:

(a) President. The President shall be the chief executive officer of the Association and shall exercise general supervision and direction of the affairs of the Association.

(b) Vice President. The Vice President shall act in the President's absence and shall have all powers, duties, and responsibilities provided for the President when so acting.

(c) Secretary. The Secretary shall be responsible for keeping the minutes of all meetings of the Association and the Board. The Secretary shall attend to the giving of all notices to the members and Directors and other notices required by law. He or she shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

(d) Treasurer. The Treasurer shall have primary responsibility for the preparation of the budget. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board for examination at reasonable times. He or she shall submit a Treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of Treasurer and as may be required by the Directors or the President. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

4.5. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6. Agreements, Contracts, Deeds, Leases, Checks, Etc. All agreements, contracts, deeds, leases, checks, and other instruments of the Association (other than for the withdrawal of reserve funds) shall be executed by at least two (2) different individuals who are officers of the Association, or by such other person or persons as may be designated by resolution of the Board. The Board shall require signatures for the withdrawal of reserve funds of two (2) members of the



Board. For purposes of this Section, "reserve funds" means monies the Board has identified in the capital expenditures budgets for use to defray the future repair or replacement of those replaceable assets which the Association is obligated to maintain and for use in making additional capital improvements and purchasing additional capital assets.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors as provided above.

#### **Article V** **Committees**

5.1. Committees. The Board shall establish such committees as are required under the Declaration or these Bylaws and may establish such other committees as are authorized or that it deems appropriate. Any such committee may perform such tasks and functions as the Board may designate; provided, no committee or committee member may exercise any power or authority which could not otherwise be exercised by the Board.

Committee members may, but need not, be directors, officers, employees of the Association or the managing agent, or Members. Committee members serve at the Board's discretion for such periods as the Board may designate. Each committee shall operate in accordance with the terms of the motion or resolution establishing such committee.

5.2. Meeting Requirements. Except as provided below, in conducting its duties and responsibilities, each committee shall abide by the procedures and requirements applicable to the Board of Directors set forth in Sections 3.10, 3.11, 3.12, 3.13, 3.14, 3.16, and 3.17. Notwithstanding the above, the following exceptions apply:

- (a) Regular meetings of committees may be held more or less frequently than monthly at the discretion of each committee;
- (b) The membership notice requirements contained in Sections 3.10 and 3.11 and the open meeting requirements contained in Section 3.16 shall only apply as follows:
  - (i) When committees will make a final decision regarding the expenditure of association funds;
  - (ii) For all committee meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a Lot, Rental Tract, Community Center or the Parking Area; or
  - (iii) For all committee meetings when a quorum of the full board is in attendance at any committee meeting.

#### **Article VI** **Miscellaneous**

6.1. Fiscal Year. The fiscal year of the Association shall be each calendar year, January 1 through December 31 unless otherwise established by Board resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order (current edition) shall govern the conduct of Association proceedings when not in

conflict with Florida law, the Declaration, the Articles, or these Bylaws.

6.3. Conflicts. If there are conflicts between the provisions of Florida law, the Declaration, the Articles, and these Bylaws, the provisions of Florida law, the Declaration, the Articles, and the Bylaws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. Subject to the exceptions set forth below, the Board shall make available for inspection and copying by any holder, insurer, or guarantor of a first mortgage on a Lot or Rental Tract, any Member, or the duly authorized agent of any of the foregoing at any reasonable time, the Official Records of the Association, but only as the same are defined by Chapter 720, Florida Statutes or any successor law, as from time to time amended. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the community as the Board shall designate.

(b) Rules for Inspection and Copying. The Board shall establish reasonable rules with respect to such inspection and copying, including but not limited to:

- (i) hours and days of the week when such an inspection may be made;
- (ii) frequency of inspections; and
- (iii) payment of the cost of reproducing and delivering copies of documents requested.

(c) Inspection by Director. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the expense of the Association in furtherance of such director's duties as a director.

(d) Exception to Inspection Requirement. Notwithstanding any provision to the contrary, the Board shall not be required to make available for inspection the records set forth in Section 720.303(5)(c)(1-4), Florida Statutes, as amended from time to time.

6.5. Notices. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications shall be in writing and shall be sent as follows:

- (a) if to a Member, at the address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot or Rental Tract owned by a Member;
- (b) if to the Association, the Board, any officer of the Association, or the management agent, at the principal office of the Association or the management agent, if any, or at such other address as shall be designated by notice in writing to the Members pursuant to this Section; or
- (c) if to the Developer, at the principal office of the Developer, or at such other

address as is designated in writing and filed with the Secretary of the Association.

All such notices shall, for all purposes, be deemed delivered and received (a) upon personal delivery to the party or address specified above, or (b) on the third day after being deposited in the United States mail, postage prepaid and properly addressed.

6.6. Indemnification. Subject to any limitations imposed by applicable law, the Association shall indemnify every officer, director, employee or agent of the Association as provided in the Articles.

6.7. Amendment.

(a) Amendments by Association. These Bylaws may be amended only by the affirmative vote of a majority of the Board at a regular or special meeting of the Board called for that purpose; provided however, that these Bylaws may not be so amended by the Board in any manner which would be inconsistent with the Declaration or the Articles. The Board has the power to amend these Bylaws even if such amendments materially and adversely alter rights and interests of the Owners, including but not limited to, the proportionate voting interest appurtenant to a parcel or the proportion or percentage by which a parcel shares in the common expenses of the association.

Amendments to these Bylaws shall become effective upon the recordation of an amendatory instrument executed by the President and Secretary of the Association in the Public Records of Polk County, Florida.

(b) Amendments by Developer. Until the Developer no longer controls the Association as provided for in Section 3.3 of these Bylaws, the Developer may amend these Bylaws by the recordation of an amendatory instrument in the Public Records of Polk County, Florida executed by the Developer only. An amendment shall be effective upon recordation of such instrument in the Public Records of Polk County, Florida. Further, the Developer anticipates that it will replat Washington Park Renaissance, which is presently recorded at Plat Book 122, Pages 16-17 of the Public Records of Polk County, Florida. If such replatting occurs, amendments to these Bylaws may be required, which include but are not limited to redefining terms, materially and adversely altering proportionate voting interests appurtenant to a parcel, and/or increasing the proportion or percentage by which a parcel shares in the common expenses of the Association. Such amendments may be accomplished by the Developer and do not require the joinder or approval of the Lot Owners, the record owners of liens on the Lot, or the Association. The Developer shall, however, obtain the consent of the Master Tenant, for as long as the Master Tenant is subject to the Amended and Restated Ground Lease set forth in Section 5.1 above, and SunTrust Bank, for as long as it holds the Leasehold Mortgage and Security Agreement recorded at Official Records book 05220, Page 2115 of the Public Records of Polk County, Florida.

The foregoing was adopted as the Bylaws of Renaissance at Washington Ridge Master Association, Inc., a corporation not for profit under the laws of the State of Florida, on this 17<sup>th</sup> day of November, 2006.

RENAISSANCE AT WASHINGTON RIDGE  
MASTER ASSOCIATION, INC.

BY:   
Print Name: James D. Dusket  
As its President

ATTEST: Michelle Yano for Robert Stenovsky  
Print Name: Michelle Yano  
As Its Secretary

Ggr001 Bylaws final November 20, 2006

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 7<sup>th</sup> day of January, A.D. 2002; by and between the CITY OF LAKELAND, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter called "the City", and the Housing Authority of the City of Lakeland, hereinafter called "the Authority";

WITNESSETH:

That the City, for and in consideration of the rent to be paid by Authority, and the covenants of Authority herein contained, hereby demises and leases unto Authority all that certain property within the City of Lakeland, Florida, together with any improvements thereon, hereinafter described as follows (the "Property"):

See Attached Exhibit "A."

TO HAVE AND TO HOLD the same for the term of Twenty (20) years, commencing on January 1, 2002, and terminating on December 31, 2021, the said Authority paying therefor the total rental of One Dollar (\$1.00) per year, the receipt of which is hereby acknowledged. The Authority shall have the option to renew this Lease for two (2) additional Twenty (20) year terms.

IT IS AGREED by and between the parties hereto as follows:

1. The Authority shall be responsible for all maintenance and repairs of the Property and premises. Authority shall take good care of the Property and the appliances and fixtures therein and shall maintain them in good order and condition. Authority shall be responsible for all conditions caused by the negligent or wrongful act or omission of Authority or any person on the Property with Authority's consent. At all times during the term hereof, Authority shall: a) keep the premises clean and sanitary and maintain and care for the lawn, shrubs, and vacant lot; b) remove all garbage in a clean and sanitary manner; c) keep all plumbing fixtures clean and sanitary and in repair; d) not destroy, deface, damage, impair or remove any part the premises or Property herein belonging to the City or permit any person to do so; and e) use and operate in a reasonable manner

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all electrical, plumbing, sanitary, heating, ventilating, air conditioning and other facilities and appliances. During the term of this Lease, Authority shall be responsible for all electric, water and sewer charges for the Property. After thirty days notice and failure to cure on behalf of the Authority, the City may repair, at Authority's expense, all damage or injury to the Property, or to any improvement or fixtures thereof, done by Authority or by Authority's employees, agents, visitors or licensees, or caused by installation or removal of any furniture or property, or resulting from overflow of water, or from any other cause due to the carelessness, negligence, or improper conduct of Authority or by Authority's employees, agents, visitors or licensees.

2. Except as hereinafter provided, the Authority shall take possession of the Property in its "AS IS" condition. Prior to the occupancy hereof starting January 1, 2002, the Authority shall have the right to inspect the Property to determine, in its sole discretion, if it is acceptable for its intended use. If the Property is not acceptable for such use, the Authority shall provide written notice of such non-acceptability and, at the option of the Authority this lease shall become null and void. Except as required for routine maintenance and repairs, the Authority shall not make any alterations or additions to the Property or make any holes or cuts in the walls, ceiling, roof, or floor thereof or change the exterior color or architectural treatment of the Property, without on each occasion first obtaining the written consent of the City which shall not be unreasonably withheld, conditioned or delayed. Authority shall submit to the City plans and specifications structural alterations requiring a building permit at the time the City's consent is sought and the City reserves the right to make such construction inspections as it deems reasonably necessary to insure that all work is completed in a good and workmanlike manner subject to the standard building permit process. In the event such work is not completed, in whole or in part, in compliance with the approved plans and specifications, the City may require Authority, at Authority's expense, to correct such work. Additionally, the Authority agrees to keep the exterior of the building in a clean and painted condition. The City shall have the right to enter upon the Property during all reasonable business hours to examine the same, and to make such emergency repairs, additions or

alterations, at Authority's expense, as may be deemed necessary for the safety, or preservation thereof.

3. Authority agrees to indemnify and hold harmless the City for any claim, suit, demand, or obligation arising out of Authority's use, occupancy or possession of the described Property arising after the date of the Lease, whether such claim, demand, debt, or otherwise occurs as the result of injury or damage to third persons or agents or employees of Authority to the extent permitted by law. Authority shall maintain general liability insurance for its operation and use of the Property, upon which policy the City shall be named as an additional insured, meeting at a minimum the limits and other conditions established by the City's Risk Management Department set forth on attached Exhibit "B," as the same may be modified or amended from time to time.

4. This Lease shall not be assigned, transferred, or sub-let to any other person, corporation, partnership or other entity without the City's prior written consent, which shall not be unreasonably withheld or delayed and the City's approval of the terms and conditions of such assignment, transfer or sub-lease. The City and Authority anticipate that Authority and third parties may use the Property in the future in furtherance of the Washington Ridge Rejuvenation Project. Authority shall restrict its and any third parties' use of the Property so as to be in compliance with the applicable restrictions arising from the past use of Community Development Block Grant ("CDBG") Funds for the Property. To the extent permitted by CDBG rules and the U.S. Department of Housing and Urban Development, the Property may also be used for homeowners' association purposes, including, but not limited to, recreation, homeownership workshops, mortgage pre-qualification, a sales center and homeowners' association functions.

5. Should Authority default in the payment of the rent, reimbursement for maintenance, repairs or replacement, or the performance or failure to perform any of the promises, covenants or agreements herein made, the City may, at its option, if such default continues after giving Authority thirty (30) days written notice in the case of a default, by certified mail return receipt requested (with copies to the Authority's general counsel), declare all future rent payments hereunder

immediately due and payable. City shall have a lien upon any and all buildings and other property of the Authority located upon the Property at the time of default for any amount due to the City by Authority. If Authority's default requires for its cure a period longer than that allocated in this paragraph, Authority shall not be in default if the Authority proceeds diligently to effectuate the cure and the same is accomplished within a reasonable period of time.

6. Upon the occurrence of an event of default and failure to cure within the applicable grace period as set forth in Paragraph 5, City may at its option exercise any one or more of the following remedies:

(a) The City may terminate this lease by giving to Authority written notice of City's intention to do so, in which event the term of this Lease shall end and all right, title and interest of Authority hereunder shall expire on the date stated in such notice, which shall not be less than five (5) days after the date of the Authority's receipt of the notice by the City of its intention to so terminate; or

(b) The City may enforce the provisions of this lease and may enforce and protect the right of the City hereunder by a suit or suits in equity or at law for the specific performance of any covenant or agreement contained herein or for the enforcement of any other appropriate legal or equitable remedy.

(c) If the City exercises either of the remedies provided for in subparagraph (a) or (b), the City may then or at any time re-let the Property in accordance with Florida law.

7. No remedy herein conferred upon or reserved by either party is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this lease or now or hereafter existing at law or in equity or by statute. No delay or omission in exercise



any right or power accruing upon any default shall imply any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and so often as may be deemed expedient. In order to enable a party to exercise any remedy reserved to it in this article, it shall not be necessary to give any notice, other than such notice as may be herein expressly required.

8. Notice to the City shall be sufficient if either mailed by certified mail, return receipt requested, postage prepaid, addressed to City Attorney's Office, 228 S. Massachusetts Ave., Lakeland, FL 33801-5086 or delivered at such address, and notice to Authority named herein shall be sufficient if either mailed by certified mail, return receipt requested, postage prepaid to Authority at 430 Hartwell Ave., Lakeland, FL 33815 with a copy to Ricardo Gilmore, Esq., P.O. Box 3399, 101 E. Kennedy Blvd., Suite 3200 Tampa FL 33601, or delivered at such address. Either party may change its address at which notice is to be mailed or delivered, by giving written notice of such change of address to the other party in the manner provided in this section. Notice shall be deemed given five (5) days following the date of mailing or on the date of delivery if served by hand delivery.

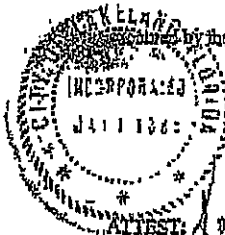
9. This Lease shall be binding upon and inure to the benefit of the parties and their respective successors and assigns to the extent assignment and subletting are permitted.

10. Should it become necessary for either party to bring an action at law or equity to enforce or interpret this Lease Agreement or for the City to bring an action to remove Authority from the Premises, the prevailing party shall be entitled to reimbursement of all actual out of pocket costs, including reasonable attorney's fees, at both trial and appellate levels.

11. This Lease shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action brought to enforce or interpret this Lease Agreement or to remove Authority from the Property shall be Polk County, Florida.

12. The terms and provisions of this Lease, and each sentence and paragraph hereof, are severable, and if any such term or provision shall be held invalid or unenforceable, all other terms and provisions hereof shall continue in force and effect.
13. The Authority shall have the right to terminate this Lease Agreement on thirty (30) days written notice. On or before the date specified by the Authority for termination, the Authority shall remove all of its property from the premises and surrender the Property in a broom clean condition. At the request of the City, the Authority shall remove, at the Authority's expense, all or any part of any leasehold improvements to the Property made by or on behalf of the Authority and restore the Property impacted by such removal to a finished state. The City may repair, at Authority's expense, all damage or injury to the Property, or to any improvement or fixtures thereof, done by Authority or by Authority's employees, agents, visitors or licensees, or caused by the removal of any furniture, property, or leasehold improvement.

IN WITNESS WHEREOF, the City and the Authority have caused this Lease to be signed by their authorized officers as of the day and year shown above.



ATTEST: Kelly S. Woods  
 KELLY S. WOODS  
 CITY CLERK

CITY OF LAKELAND, FLORIDA

Ralph J. Fletcher  
 RALPH J. FLETCHER, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

Timothy J. McCausland  
 TIMOTHY J. McCAUSLAND  
 CITY ATTORNEY

HOUSING AUTHORITY OF THE CITY  
OF LAKE LAND

Herbert Hernandez  
Executive Director

ATTEST: Clara Y. Gonzalez

EXHIBIT "A"

Lots 1 through 4, together with the closed 15 foot alley, Block 14,  
McRAE & BRYANTS SECOND ADDITION, according to the plat  
thereof recorded in Plat Book 1, page 55, public records of Polk  
County, Florida.

Parcel I.D. Number: 122828-048500-014010

EXHIBIT "B"

## INSURANCE REQUIREMENTS

### Leasing of Lake Ridge Community Center

#### SPECIAL PROVISIONS

On the Commercial General Liability and Business Automobile Liability, the City of Lakeland shall be listed as an "additional insured" as their interest may appear. The City shall not be responsible for their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. A renewal certificate shall be issued 30 days prior to expiration of coverage.

Where available all policies shall be of an occurrence type and provide a 30-day notice of cancellation or modification of coverage. Prior to commencement of work, the proper insurance certificates shall be provided to, and approved by the City.

Deductibles: Given that the indemnification agreement is intended to be supported by first dollar insurance policies which require full disclosure of any and all deductible for all coverage required by this specification or Contract, the only exception will be the area of Workers' Compensation. The City reserves the right to determine acceptable limits of such deductibles.

First Dollar Coverage: To the extent that the Lessee may elect to purchase insurance which provide a deductible or (SIR) self insured retention, the Lessee will assume liability to partially indemnify the City to the same level of coverage required of their insurance carrier.

#### I. COVERAGE'S & LIMITS

Commercial General Liability: This insurance shall be an "occurrence" type policy written in comprehensive form and shall protect the Lessee and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person other than the Lessee's employees or damage to property of the City or others arising out of any act or omission of the Lessee or his agents, employees, or subcontractors and to be inclusive of property damage resulting from explosion, collapse or underground (xcu) exposures. This policy shall also include protection against claims insured by usual personal injury liability coverage, and to insure the contractual liability assumed by the Lessee under the articles entitled INDEMNIFICATION, and "Completed Operations" and "Products Liability" coverage.

The liability limits shall not be less than:

Personal injury and	\$1,000,000
Property damage	Single limit each occurrence

Business Automobile Liability: This insurance shall cover "any auto" type for bodily injury and property damage. This shall include owned vehicles, hired and non-owned vehicles, and employee non-ownership.

The liability limits shall not be less than:

Bodily injury and Property damage	\$1,000,000 Single limit each occurrence
--------------------------------------	---

Workers' Compensation: Workers' Compensation coverage to apply for all employees for statutory limits and shall include employer's liability with a limit of \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease limit each employee. ("All States" endorsement is required where applicable). If exempt from Worker's Compensation coverage, as defined in Florida Statute 440, the City will provide upon request a Worker's Compensation Affidavit for signature.

Professional Liability: Lessee shall carry professional malpractice insurance in the amount of \$NA throughout the term of this Contract and shall maintain such coverage for an extended period of three (3) years after completion and acceptance of any work performed hereunder. At all times throughout the period of required coverage, said coverage shall insure all claims accruing from the start date of the Contract through the expiration date of the last policy period. In the event that Lessee shall fail to secure and maintain such coverage, Lessee shall be deemed the insurer of such professional malpractice and shall be responsible for all damages suffered by the City as a result thereof, including attorney's fees and costs.

Transportation Insurance: This insurance shall be of the "all risks" type and shall protect the Lessee and the City from all insurable risks of physical loss or damage to equipment and materials in transit to the job site and until the City receives the equipment and materials at the job site.

The liability limits shall not be less than: \$NA

Umbrella Liability: This insurance shall protect the Lessee and the additional insured against all claims in excess of the limits provided under the employer's liability, commercial automobile liability, and commercial general liability policies. The policy shall be an "occurrence" type policy.

The liability limits shall not be less than: \$NA

Environmental Impairment Liability: The Lessee shall be responsible for purchasing and maintaining environmental impairment liability insurance. This insurance should cover the following types of environmental impairment: Sudden and Accidental, and Gradual.

The liability limits shall not be less than: \$N/A

### HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by laws and regulations, and in consideration of the amount stated on any Purchase Order, the Lessee shall defend, indemnify, and hold harmless the City, its officers, directors, agents, guests, invitees, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court and arbitration costs) arising out of or resulting from any acts of commission, omission, negligence, recklessness or intentional wrongful misconduct in the performance of the work by the Lessee, any Subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable.

In any and all claims against the City, or any of its officers, directors, agents, or employees by any employee of the Lessee, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, this indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Lessee or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts, or other employee benefit acts, nor shall this indemnification obligation be limited in any way by any limitation on the amount or type of insurance coverage provided by the City, the Lessee, or any of his Subcontractors.

**Applicability:** It is the express intent of the Lessee that this agreement shall apply for the project(s) or time period indicated below. (Check and complete one):

\_\_\_\_\_ Agreement is limited to FO #/Bid # \_\_\_\_\_, or Contract

Dated \_\_\_\_\_

(OR)

\_\_\_\_\_ Agreement is applicable to all contracts, purchase orders and other work

performed for the City of Lakeland for the time period of

\_\_\_\_\_ to \_\_\_\_\_

**Subrogation:** The Lessee and his Subcontractors shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City, except for "Professional Liability". In the case of "Professional Liability", the Engineer/Architect and his Subcontractors shall waive all rights of subrogation except in situations where gross negligence is shown on the part of the City.

Release of Liability: Acceptance by the Lessee of the last payment shall be a release to the City and every officer and agent thereof, from all claims and liability hereunder for anything done or furnished for, or relating to the work, or for any act or neglect of the City or of any person relating to or affecting the work.

\_\_\_\_\_  
Name of Organization

BY:

\_\_\_\_\_  
Signature of Owner or Officer

ATTEST:

\_\_\_\_\_  
Corporate Secretary or Witness

STATE OF: \_\_\_\_\_

COUNTY OF: \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2001

by \_\_\_\_\_ of \_\_\_\_\_  
Printed Name of Owner/Officer Corporate or Company Name

He/She is personally known to me or has produced \_\_\_\_\_ as  
State Driver License Number

identification, and did \_\_\_\_\_ / did not \_\_\_\_\_ take an oath.

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
Printed Name of Person Taking Acknowledgment

\_\_\_\_\_  
Title

\_\_\_\_\_  
Serial Number, if any

\_\_\_\_\_  
Notary Seal



## SPECIFICATION SAFETY REQUIREMENTS

The following safety requirements are comprehensive in nature with some site specificity; therefore, not all sections are applicable to every Contract. Please apply those safety requirements as site or situation dictate. NOTE: All City project representatives who assume responsibility for contract management will be responsible for insuring compliance with these safety requirements by all Lessees and/or Subcontractors.

### I. GENERAL

- A. The Lessee shall comply with all Federal/State Occupational Safety and Health Act (OSHA) Standards and any other rules and regulations applicable to construction and/or maintenance activities in the State of Florida. The Lessee shall also comply with county, city, or any other agency's rules and regulations regarding safety.
- B. The City's safety personnel or any supervisor may order that the work be stopped if a condition of immediate danger is found to exist. Nothing contained herein shall be construed to shift responsibility or risk of loss for injuries or damage sustained as a result of a violation of this Article from the Lessee to the City; and the Lessee shall remain solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property at the project site.
- C. The parties hereto expressly agree that the obligation to comply with applicable safety provisions is a material provision of this Contract and a duty of the Lessee. The City reserves the right to require documentation of compliance with the safety provisions of this Contract. The parties agree that such failure is deemed to be a material breach of this Agreement; and the Lessee agrees upon such breach, all work pursuant to the Contract shall terminate until demonstration to the City that the safety provisions of this Agreement have been complied with. In no event shall action or failure to act on the part of the City be construed as a duty to enforce the safety provisions of this Agreement, nor shall it be construed to create liability for the City for any act or failure to act in respect to the safety provisions of this Agreement.
- D. Any person on City property, in an area where tools are being used that cause or may cause flying particles or an area where there is a potential of excessive dust or airborne particles, must wear, in addition to and over their industrial safety glasses, either soft-sided goggles or a full face shield/protector, and the appropriate respiratory protection equipment.
  - 1. Damage to Existing Property
    - (a) The Lessee will be held responsible for any damage to existing structures, work, materials, or equipment because of his operations and shall repair or replace any damaged structures, work, materials, or equipment to the satisfaction of, and at no additional cost to, the City, unless otherwise addressed in the Contract.

## II. TOXIC SUBSTANCES

- A. The Lessee shall be responsible for compliance with any and all Federal, State or Local Right-To-Know-Law for its employees and the employees of any and all subcontractors the Lessee brings on or causes to be on the project site.
- B. The Lessee shall, between receiving the Contract and coming on the project site to begin work, provide the City's field representative with affidavits and/or training documents stating that ALL personnel the Lessee brings on, or causes to be on the project site, have been given training on any toxic substances said personnel will be working with or may be exposed to while working at the job site.
- C. The Lessee shall provide/give to the City's field representative a copy of manufacturer's MSDS for ANY and ALL "Toxic Chemicals" used by or brought on the project site by the Lessee or Subcontractor prior to the substance(s) being delivered to the City's property.
- D. The Lessee and/or Subcontractor must be provided MSDS(s) which is / are in the possession of the City upon receipt of a written request. The City may establish reasonable procedures for acting upon such requests to avoid interruption of normal work operations.
- E. Before any work shall begin, the Lessee shall arrange a meeting to advise City's field representative about safety and any dangers City employees will be subjected to, due to the presence of chemicals on the project site.

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement (this "Assignment Agreement"), dated as of September 19, 2006, (the "Effective Date") is entered into by and between The Housing Authority of the City of Lakeland, Florida, a non-profit corporate body and politic pursuant to Chapter 421, Florida Statutes (hereinafter called the "Assignor"), and Renaissance at Washington Ridge, Master Association, Inc., a Florida not for profit corporation (hereinafter called "Assignee"),

RECITALS:

A. The City of Lakeland, Florida, a municipal corporation organized and existing under the laws of the State of Florida and Assignor entered into that certain Lease Agreement dated January 7, 2002 ("Lease Agreement") for that certain property located within the City of Lakeland, Florida, together with any improvements thereon, as more fully described in Exhibit A, attached hereto.

B. Assignor desires to transfer and assign to Assignee, and Assignee desires to acquire and assume from Assignor, all of Assignor's rights and obligations under the Lease Agreement.

NOW THEREFORE, in consideration of good and valuable consideration mutually received, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment and Assumption. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Lease Agreement. Assignee hereby accepts such assignment, transfer and conveyance and assumes and agrees to be bound by the terms of the Lease Agreement and to assume responsibility for, perform and discharge all of the obligations of Assignor under the terms of the Lease Agreement. Furthermore, as to obligations under the Lease Agreement arising from and after the Effective Date of this Assignment Agreement, Assignee agrees to hold Assignor harmless from any and all claims including reasonable attorneys' fees. Except as expressly provided herein nothing in this Assignment Agreement shall be construed to change, amend, extend, or alter the terms or conditions of the Lease Agreement.

2. Consent. This Assignment Agreement is subject to and contingent upon the acknowledgment and consent of the City of Lakeland, Florida, such consent not to be unreasonably withheld or delayed.

3. Further Assurances. Each party agrees to execute any and all further documents and to take any and all further actions as the other party may reasonably request in order to fully effect the provisions of this Assignment Agreement.

4. Governing Law. This Assignment Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to any choice of law or conflict of law provision.

5. Successors and Assigns. This Assignment Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and assigns.



6. Amendment, Waiver, and Termination. This Assignment Agreement may not be amended, waived, or terminated except by a writing signed by the parties hereto.

7. Counterparts. This Assignment Agreement may be executed in two or more counterparts, each of which shall be an original for all purposes but all of which when taken together shall constitute one and the same instrument.

8. Notice. Notice to Assignee shall be sufficient if mailed by certified mail, return receipt requested, postage prepaid, addressed to Renaissance at Washington Ridge Master Association, Inc., c/o The Housing Authority of the City of Lakeland, Florida, 430 S. Hartsell Avenue, Lakeland, Florida 33815-4502 Attention Herb Hernandez, Executive Director.

IN WITNESS WHEREOF, the undersigned have caused this Assignment Agreement to be executed as of the date set forth above.

THE HOUSING AUTHORITY OF THE  
CITY OF LAKELAND, Florida, a non-  
profit corporate body and politic pursuant to  
Chapter 421, Florida Statutes

By: Herb Hernandez  
Herb Hernandez  
Executive Director

Approved as to form and  
correctness:

Timothy J. McCausland  
Timothy J. McCausland  
City Attorney

Renaissance at Washington Ridge Master  
Association, Inc., a Florida not for profit  
corporation

By: Jim Driskell  
Jim Driskell, President



Attest: Kelly S. Krus  
Kelly S. Krus, City Clerk

Acknowledgement and Consent

CITY OF LAKELAND, FLORIDA

By: Ralph L. Fletcher  
Ralph L. Fletcher, Mayor

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