



Rizzetta & Company

# **Talavera Community Development District**

---

**Board of Supervisors Meeting  
March 15, 2023**

**District Office:  
5844 Old Pasco Road, Suite 100  
Wesley Chapel, FL 33544**

**813-994-1001**

**[www.talaveracdd.org](http://www.talaveracdd.org)**

# **TALAVERA COMMUNITY DEVELOPMENT DISTRICT**

Talavera Amenity Center, 18955 Rococo Road, Spring Hill, FL 34610

<b>Board of Supervisors</b>	Marco Kremser Richard Henderson Pamela Plehal Lee Thompson William O'Donovan	Chair Vice Chair Assistant Secretary Assistant Secretary Assistant Secretary
<b>District Manager</b>	Lynn Hayes	Rizzetta & Company, Inc.
<b>District Counsel</b>	Scott Steady	Burr Forman, PA
<b>District Engineer</b>	Tonja Stewart	Stantec Consulting

**All cellular phones must be placed on mute while in the meeting room.**

The Audience Comment portion of the agenda is where individuals may make comments on matters that concern the District. Individuals are limited to a total of three (3) minutes to make comments during this time.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (813) 994-1001.

A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based.

**TALAVERA COMMUNITY DEVELOPMENT DISTRICT**  
District Office · Wesley Chapel, Florida (813) 994-1001  
Mailing Address · 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.TalaveraCDD.org](http://www.TalaveraCDD.org)

---

March 8, 2023

**Board of Supervisors  
Talavera Community  
Development District**

**FINAL AGENDA**

Dear Board Members:

Welcome to the Regular Meeting of the Board of Supervisors of the Talavera Community Development District will be held on **Wednesday, March 15, at 6:00 p.m.** at the Talavera Amenity Center located at 18955 Rococo Road, Spring Hill, Florida 34610. The following is the final agenda for this meeting:

- 1. CALL TO ORDER/ROLL CALL**
- 2. AUDIENCE COMMENTS ON AGENDA ITEMS**
- 3. BUSINESS ADMINISTRATION**
  - A.** Consideration of Fence Install/Talavera CDD Property Easement..... Tab 1
  - B.** Consideration of the Minutes of the Board of Supervisors Meeting  
held on February 15, 2023..... Tab 2
  - C.** Consideration of the Operation and Maintenance Expenditures  
for February 2023..... Tab 3
- 4. STAFF REPORTS**
  - A.** District Counsel
  - B.** District Engineer Report..... Tab 4
  - C.** Presentation of the Landscape Inspection Specialist Report and  
RedTree Landscaper's Comments..... Tab 5
  - D.** Consideration of Landscape Inspection Specialist Landscape Bed  
Cloth Quotes **(Under Separate Cover)**
  - E.** Consideration of RedTree Revised Landscape Revised Island  
Renovation/Design Quote..... Tab 6
  - F.** Presentation of Clubhouse Manager Report..... Tab 7
    - 1.** Amenities Services Reports and Job Descriptions
  - G.** Presentation of Solitude Aquatic Report..... Tab 8
  - H.** District Manager's Report/February 2023 Financials **(Under Separate Cover)**
    - 1.** Consideration of Janitorial Services Quote..... Tab 9
- 5. BUSINESS ITEMS – NONE**
- 6. SUPERVISOR REQUESTS**
- 7. ADJOURNMENT**

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 994-1001.

Sincerely,  
*Lynn Hayes*  
District Manager

## **Tab 1**

PREPARED BY AND RETURN TO:

Scott I Steady, Esquire  
BURR & FORMAN LLP  
201 N. Franklin Street, Suite 3200  
Tampa, Florida 33602

### **REVOCABLE LICENSE AGREEMENT**

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this 15th day of March, 2023 (the "Effective Date"), by and between the Talavera Community Development District, a Chapter 190 F.S. a special purpose government entity, with an address of 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("Licensor") and Jennifer & Duane Cameron with an address of 12941 Palapa Loop, Spring Hill, Florida 34610 ("Licensee")

### **RECITALS**

A. Licensor is the owner of a Drainage and Ingress/Egress Easement which encumbers the Licensee's property as provided below ("Easement"); and

B. Licensee owns the lot which legal description is described in Exhibit "A" attached hereto.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration paid in hand each to the other simultaneously with the execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grant of License. Licensors do hereby grant, and Licensee hereby accepts, a non-exclusive revocable license to erect and maintain a fence within the Easement. In the event the District needs temporary access to the Easement, the District shall provide 14 calendar days written notice to the Licensee, that the fence will need to be removed until such time as the District no longer requires access. The Licensee shall be responsible to reinstall the removed fence. In the event the Licensee does not remove the fence, then the District shall remove the fence and any costs associated with such removal may be added to the Licensee's District's Operation and Maintenance assessment, if the costs are not paid by the Licensee.

3. Term. The term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years later (the "Term"). Notwithstanding any other provision in this Agreement to the contrary, the Licensors may in its sole discretion, unilaterally cancel this Agreement in its entirety pursuant to paragraph 7 below.

4. Maintenance and Repair. Licensee shall maintain in good condition and repair, the fence within the Easement. No other improvements or structures within the Easement shall be permitted.

5. Indemnification. Licensee will defend, reimburse and hold harmless Licensors, and its officers, directors, employees, agents and servants, from and against any and all claims, actions, suits, proceedings, demands, judgments, damages, losses, obligations, liabilities, costs and expenses (including fees and expenses of attorneys and consultants) (collectively, "**Claims**") in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in, upon the Easement, except to the extent caused by the intentional misconduct or negligent act or omission of Licensors, its agents employees or servants.

6. Attorney Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of alleged dispute, breach, default, claim or misrepresentation arising out of or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney and paralegal fees, court costs, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party in prosecuting such claim or establishing such defense and

other reasonable costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

7. Termination. This Agreement is terminable at the will of Licensor at its sole discretion upon ninety (90) days written notice sent to Licensee's address as set forth above.

8. Controlling Law. The terms of this Agreement shall be construed and governed in accordance with the internal laws, but not the laws of conflicts, of the State of Florida. Each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereto consents that the only proper jurisdiction and venue shall be the state courts in Pasco County, Florida, for a resolution of all disputes arising out of the construction, interpretation or enforcement of any term or provision of this Agreement, and each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereby waives the claim or defense that such courts constitute an inconvenient forum.

9. Headings. Headings in this Agreement or in the Exhibits which are made a part of this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

10. Severability. In the event any provision hereof shall be finally determined by a court to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

11. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the parties (and the future owners and their respective heirs, grantees, transferees, legal representatives, successors and assigns) shall be deemed to have been given and made when delivered to the addresses as shown in the preamble to this Agreement or such other address as may be hereafter designated in writing by one party to the other either: 1) by hand delivery or by courier service, or 2) the day after the notice is delivered to a nationally recognized overnight delivery service for overnight delivery.

12. WAIVER OF JURY TRIAL. NO PARTY TO THIS AGREEMENT, NOR THEIR RESPECTIVE HEIRS, GRANTEEES, TRANSFEREES, LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, AS APPLICABLE, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT. NONE OF THE FOREGOING WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

13. Recording. This Agreement shall be recorded in the public records of Pasco County, Florida and shall run with the land and be binding on successors and assigns.

14. Execution and Counterparts. To facilitate execution, the parties agree that this Agreement may be executed and telecopied or e-mailed to the other party and that the executed telecopy or electronic copy (including pdf) shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to be bound, as of the date set forth above.

**Witness:**

**Licensor:**

TALAVERA COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, \_\_\_\_\_ of Talavera Community Development District, a Chapter 190 F.S. a special purpose government entity ("CDD"), on behalf of the CDD. He/she is ☐ personally known to me or ☐ has produced (type of identification) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

*[Signatures continue on following page.]*

**Witness:**

**Licensee:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Name: Jennifer Cameron

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Name: Duane Cameron

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by \_\_\_\_\_, who is ☐ personally known to me or ☐ who has produced (type of identification) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**

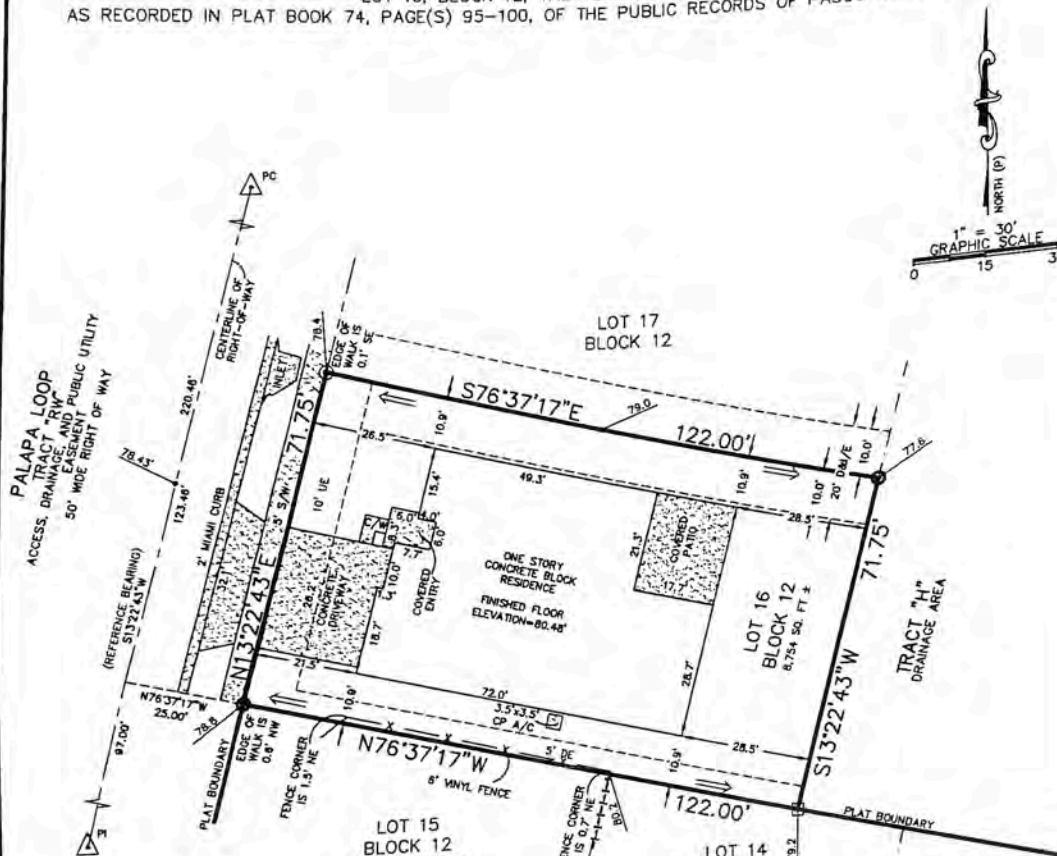
(See Attached)

# BOUNDARY & AS-BUILT SURVEY

DESCRIPTION: (AS FURNISHED)

LOT 16, BLOCK 12, TALAVERA PHASE 1A-3

AS RECORDED IN PLAT BOOK 74, PAGE(S) 95-100, OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.



FOR THE BENEFIT AND EXCLUSIVE USE OF:

NATHAN KERR  
CARRIE KERR  
PULTE MORTGAGE, LLC  
PGP TITLE OF FLORIDA, INC.  
PREMIER LAND TITLE INSURANCE COMPANY  
CENTEX HOME CORPORATION

**Pulte**  
FINCHES

## NOTES:

1. ALL DIRECTIONS AND DISTANCES HAVE BEEN FIELD VERIFIED. INCONSISTENCIES HAVE BEEN NOTED ON THE SURVEY, IF ANY.
2. PROPERTY CORNERS SHOWN HEREON WERE SET/FOUND ON 10-09-19, UNLESS OTHERWISE SHOWN.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
4. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED.
5. BUILDING TIES SHOWN HEREON ARE NOT TO BE USED TO RECONSTRUCT THE BOUNDARY LINES.
6. ELEVATIONS SHOWN HEREON ARE BASED ON PASCO COUNTY BENCHMARK K18 069, ELEVATION 72.32' NAVD 1988 DATUM.
7. TREES SHOWN HEREON WERE IDENTIFIED AND POSITIONED BY THE CLIENT AFTER THE COMPLETION OF THE LANDSCAPING, AND NOT BY THE SURVEYOR AT THE TIME THAT THIS FINAL SURVEY WAS PERFORMED IN THE FIELD ON 10-09-19.

## FLOOD NOTE:

I HAVE EXAMINED THE F.I.R.M. MAP NO. 12101020209F, DATED 09-28-2014, AND FOUND THE SUBJECT PROPERTY APPEARS TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER LOMA CASE NO. 15-04-5720A DATED 08-22-15. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ABOVE INFORMATION. PLEASE CONTACT THE LOCAL F.E.M.A. AGENT FOR VERIFICATION.

BEARING BASIS:  
BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF PALAPA LOOP BEING S13°22'43\"/>

(FIELD DATE) 06-28-19  
SCALE 1" = 30 FEET  
APPROVED BY JB  
171115 LOT 16,  
BLOCK 12  
JOB NO.  
DRAWN BY: RCS

## REVISED:

CERTIFICATION 10-16-19 AWW  
FINAL 10-09-19 LAF  
FORWARD 07-01-19 SJB  
MODEL CHANGE 04-10-19 KAM  
PLOT PLAN 04-09-19 KAM  
GARAGE FLIP 02/21/18 KJW  
PLOT PLAN 02/12/18 KAB

## LEGEND:

- CENTERLINE
- RIGHT OF WAY LINE
- DRAINAGE FLOW
- EXISTING ELEVATION
- A/C AIR CONDITIONER
- CONCRETE
- CONCRETE BLOCK WALL
- CORNER NOT ACCESSIBLE
- CONCRETE PAD
- CONCRETE SLAB
- C/W CONCRETE WALK
- F.E.M.A. FEDERAL EMERGENCY MANAGEMENT AGENCY
- F.I.R.M. FLOOD INSURANCE RATE MAP
- ID IDENTIFICATION
- LB LICENSED BUSINESS
- LS LICENSED SURVEYOR
- D&UE DRAINAGE & UTILITY EASEMENT
- DE UTILITY EASEMENT
- UE UTILITY EASEMENT
- NAVD NORTH AMERICAN VERTICAL DATUM
- D&I/E DRAINAGE & INGRESS/EGRESS EASEMENT

- FOUND 4"x4" CONCRETE MONUMENT LB #2610
- SET NAIL AND DISC LB #6393
- FOUND NAIL AND DISC LB #2610
- FOUND 1/2" IRON ROD AND CAP LB #2610
- PER PLAT
- PC POINT OF CURVATURE
- PCC POINT OF COMPOUND CURVE
- PCP PERMANENT CONTROL POINT
- PI POINT OF INTERSECTION
- PK PARKER KALON
- POC POINT ON CURVE
- POL POINT ON LINE
- PRC POINT OF REVERSE CURVATURE
- PRM PERMANENT REFERENCE MONUMENT
- PSM PROFESSIONAL SURVEYOR AND MAPPER
- PT POINT OF TANGENCY
- SQ. FT. SQUARE FEET
- S/W SIDEWALK
- TYP TYPICAL
- UP UTILITY PAD
- CATVB CABLE TELEVISION BOX
- CNA CORNER NOT ACCESSIBLE

**ASAM**

**AMERICAN SURVEYING & MAPPING INC.**

CERTIFICATION OF AUTHORIZATION NUMBER LB#6393  
3191 MAGUIRE BOULEVARD, SUITE 200  
ORLANDO, FLORIDA 32803  
(407) 428-7879  
WWW.AMERICANSURVEYINGANDMAPPING.COM

I HEREBY CERTIFY, THAT THIS SURVEY, SUBJECT TO THE SURVEYOR'S NOTES CONTAINED HEREON MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.



Digitally signed by James W. Boleman  
DN: cn=James W. Boleman,  
o=American Surveying & Mapping, Inc., ou=H&B,  
email=j.boleman@asmcorp.com, c=US  
Date: 2019.10.17 14:21:38 -0400  
Adobe Acrobat version 11.0.23

JAMES W. BOLEMAN PSM# 6485  
THIS BOUNDARY & AS-BUILT SURVEY IS NOT VALID WITHOUT THE AUTHENTIC ELECTRONIC SIGNATURE AND THE AUTHENTIC ELECTRONIC SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

# TALAVERA MASTER ASSOCIATION, INC.

## ALTERATION APPLICATION

OWNER'S NAME: Jennifer Cameron DATE: 2/16/2023

ADDRESS: 12941 Palapa Loop Spring Hill, FL BLOCK:        LOT:       

PHONE: 813-781-6334 EMAIL: Jenhoff79@aol.com

PLEASE DESCRIBE IN DETAIL THE TYPE OF PROPOSED ALTERATION, MATERIALS TO BE USED, ETC. IF MORE SPACE IS NEEDED, YOU MAY ATTACH ADDITIONAL PAGES TO THIS FORM.

We would like to add fencing to our yard. The back 4' open slot, and 2 side gates. There is  
already fencing on the sides.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

All applications requesting approval for any alteration which occurs outside the exterior walls of the building **MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH THE ALTERATION DRAWN ON IT, SHOWING LOCATIONS, DISTANCES AND DIMENSIONS. INCLUDE A SKETCH INDICATING SIZES, HEIGHTS, MATERIALS, COLORS, TYPE OF CONSTRUCTION AND OTHER PERTINENT INFORMATION AS MAY BE NECESSARY. IF THIS INFORMATION IS NOT INCLUDED, YOUR REQUEST WILL BE RETURNED TO YOU.**

If approval is granted, it is not to be construed to cover approval of any County or City Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Architectural Control Committee (ACC) shall have no liability or obligation to determine whether such improvement, alteration and/or addition comply with any applicable law, rule, regulation, code or ordinance. It is the owner's responsibility to ensure that they are in compliance with any applicable law, rule, regulation, code or ordinance.

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their heirs and assigns thereto, hereby assume sole responsibility for the repair, maintenance and/or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED, THAT THE TALAVERA MASTER ASSOCIATION, INC. IS NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, MAINTAIN AND/OR REPLACE ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND THEIR ASSIGNS ASSUMES ALL RESPONSIBILITIES FOR ANY CHANGE, ALTERATION OR ADDITION AND ITS FUTURE UPKEEP AND MAINTENANCE.

I agree not to begin the proposed alteration or any other property improvements requiring approval from the ACC until the ACC notifies me in writing of their approval and any conditions attached to the approval. I understand that all approvals automatically incorporate the conditions set forth in the Book of Standards for Community Living, current edition. I understand that the ACC has **up to forty-five days, from receipt of a complete application, including all required accompanying information,** to process, review and either approve or disapprove this **ALTERATION APPLICATION. If any change is made that has not been approved, the ACC has the right to require me to remove the improvement from my property.**

OWNER'S INITIALS JC

**ALTERATION APPLICATIONS** must be submitted for, **but are not limited to**, the following items:

1. Painting of structures, including houses.
2. Fence installations.
3. Swimming pools.
4. Spas.
5. Any gas or fuel tanks whether above ground or buried.
6. Screen enclosures.
7. Satellite dishes.
8. Landscaping changes (such as adding planter/shrub beds, or eliminating major portions of the landscaping. This does not include the planting or removal of annual bedding plants.) It **does include** curbing around planting beds and installing lawn statues, or other lawn ornamentation.
9. Removal and/or installation of trees. See the Pasco County Tree Ordinance.
10. Any change, alteration or addition to the exterior of the dwelling, or other existing structure, or the addition of new structures or property.

**PLEASE NOTE: WHEN IN DOUBT CALL RIZZETTA AT (813) 994 - 1001 FOR CLARIFICATION BEFORE STARTING ANY PROJECT ON THE EXTERIOR. THE ABOVE LIST IS JUST A SAMPLE AND NOT INTENDED TO INCLUDE EVERY POSSIBLE SCENARIO OR SITUATION.**

DATE: 2/16/2023 OWNER'S SIGNATURE: Jennifer Cameron

DATE: \_\_\_\_\_ OWNER'S SIGNATURE: \_\_\_\_\_

Signature of neighbors required if installing fence. This is a notification acknowledgement by neighbors and does not represent their approval.

\_\_\_\_\_  
Left side

\_\_\_\_\_  
Right side

\_\_\_\_\_  
Rear

\_\_\_\_\_  
Rear

**ACTION TAKEN BY THE ASSOCIATION:**

DATE: 2/28/23

APPROVED: \_\_\_\_\_

NOT APPROVED: \_\_\_\_\_

REJECTED: \_\_\_\_\_

APPROVED WITH CONDITIONS: ☒ see attached conditions

*North side of fence may only be installed on easement line. CDD approval needed to install on property line. All published guidelines must be followed. Refer to Book of Standards.*  
Talavera Acc

Authorized Signature for the Architectural Review Committee

**NOTE: Application approvals are valid for a period of six (6) months and a new Alteration Application must be submitted after that time has elapsed if the approved project has not commenced.**

Submit Completed Application to:  
Talavera Clubhouse  
18955 Rococo Rd., Spring Hill, FL 34610  
Phone: (813) 536 - 1445

**TALAVERA MASTER ASSOCIATION, INC.**

**FENCE & LANDSCAPING ALTERATION APPLICATION ADDENDUM**


NOTE: This form must be signed by the homeowner and returned along with the original Alteration Application BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Association and/or Developer shall not be responsible for any drainage issues or property damage to this Lot or any adjoining Lot.

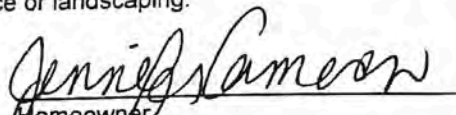
**Prior to submitting the request for a fence or landscaping, it would be wise for the Lot Owner to consider the soil conditions and drainage design for his/her lot. In most cases the home site drains to swales at the midpoint between each home. The installation of a fence or landscaping in this area will reduce the ability of the swale to drain water from the lot and can increase puddling and muddy soil conditions. Fence must be installed in a manner that will keep the fence off the ground in order to allow proper water flow.**

Landscaping should never be placed in swales. This will not only create drainage problems, but most landscaping will be negatively affected by the wet conditions in the swales. It is a good idea when planning landscaping to mound the bed up so the landscaping material is planted in ground that is at least a few inches higher than the sod. Even higher mounds may be necessary for plant materials that are water sensitive. Please check with the utility companies before planting anything in the front yard as there are various utility lines installed in this area.

As a precaution, please remember that all fences must be installed with the posts on the **inside** of the homesite so that the "finished" side is on the outside.

I/we, Duane + Jennifer Cameron, understand the above and will take proper precautions when installing my fence or landscaping.

  
Homeowner  
2/10/23  
Date

  
Homeowner  
2/10/2023  
Date

12941 Palapa Loop  
Address



Tampa Fence  
P.O. Box 4806  
Tampa, FL 33677  
P (813) 960-4300  
toddy@tampafence.com  
tampafence.com

## Quote

Expiration Date: 2/20/2023  
Quote Date: 2/13/2023

Q23-01380 | Jennifer Cameron

Billing Address	Jennifer Cameron 12941 Palapa Loop Spring Hill, FL 34610 USA 01294	Shipping / Location	12941 Palapa Loop Spring Hill, FL 34610 USA
Point of Contact	Jennifer Cameron Phone: (813) 781-6334 Email: Jenhoff79@aol.com	Sales Person	Jed Hannaford Jed@tampafence.com

### Description

Install 94' of 4'h Tan PVC Fence. 22' of 6'h Tan Privacy PVC Fence w/ 2-5'w Gates. 72' of 4'h Tan Picket PVC Fence w/ 1-4'w Gate. Picket rail: 2"x3 1/2". Picket size: 1 1/2"x 7/8". Picket spacing: 3 3/4". All posts set in concrete. Highest quality material sourced. 50% deposit due in order to schedule.

### Summary

Subtotal	3,700.00
Tax	0.00
Total	3,700.00

Signature

Print Name & Title

Date

### Terms & Conditions

All work to be completed as expeditiously as possible according to standard procedures. Any alteration or deviation from plans or specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Estimates are based on prices in effect on the date of estimate and may be subject to adjustment to prices in effect on date of acceptance of proposal. Tampa Fence LLC (Seller) is not responsible for delays due to weather conditions; labor difficulties; accidents; availability of materials; acts of God or circumstances beyond our control. Therefore we cannot guarantee a particular installation date and no financial liability is assumed by Tampa Fence LLC for loss of wages if property owner elects to be present during installation and a delay occurs. Additional charges will be added if the customer requests changes that cause a delay while the crew is on site.

The company is obligated only by what is written in the contract. No verbal agreements shall be considered valid. Work will be done as per plans or specifications. PURCHASER ASSUMES FULL RESPONSIBILITY FOR THE LOCATION ON THE LINE UPON WHICH SAID FENCE MATERIALS ARE TO BE INSTALLED. Purchaser agrees to defend, hold harmless, and indemnify Tampa Fence LLC, its principals, officers and/or employees from and against: Any claims arising out of or caused by any delay in the completion of contract, all claims, liabilities, and expenses for injury, death, or damage to persons, property damage, trespass; all other damage or loss arising out of the installation or location of said fence materials. Property damage referred to in this section specifically includes but shall not be limited to: Underground electrical lines; gas lines; water lines; septic tanks; sprinkler systems; drain lines; building foundations. Purchaser agrees that Tampa Fence LLC will not be responsible for the restoration of any part of the landscape that is disturbed during installation. There will be excess dirt when post holes are dug/drilled. Tampa Fence LLC will not be required to remove or reform soil excavated from post holes during fence installation. Tampa Fence LLC is not responsible for gaps under fence due to uneven ground. This is a landscape problem.

In consideration of the price herein quoted, the Purchaser agrees that the fence lines will be clear of all obstructions and that the lines will be properly marked by customer by stakes or otherwise. The price herein named does not contemplate the encountering of rock, concrete slabs, boulders, roots or other conditions that mandate the use of jackhammers or other coring equipment; if these conditions are encountered and if it is necessary to drill for the settling of the post or to furnish extra large or deep foundations for the posts or to perform any extra labor, an additional charge will be made to cover the additional expense involved. Contract price is for the agreed footage. Final footage may vary. Said variations will be billed on prorated basis. Access to water and electricity are required for most fence installations. Should it be necessary to utilize a generator, the Purchaser will be billed for the additional expense.

WARRANTY: Tampa Fence LLC's warranty from date of completion is one (1) year for workmanship only. Tampa Fence uses the finest quality materials available, installed by qualified crews. Natural characteristics of wood, such as checking, shrinking, and warpage, as well as movement, can be expected.



Tampa Fence  
P.O. Box 4806  
Tampa, FL 33677  
P (813) 960-4300  
toddy@tampafence.com  
tampafence.com

## Quote

Expiration Date: 2/20/2023  
Quote Date: 2/13/2023

**CHECKING:** This is a crack that can occur in the boards, rails or posts and is not considered to be a defect.

**SHRINKING:** All wood can be expected to shrink and is not considered to be a defect.

**WARPAGE:** This is the natural process of wood. It is impossible to foretell which piece of lumber may warp and is not considered a defect.

Purchaser has a legal right under federal law to cancel this transaction within three (3) days (excluding Saturday and Sunday) from date of acceptance of this proposal. Customer deposits for any non-stock or special order items are non-refundable after the order is placed.

In the event this proposal is not approved by Tampa Fence LLC, sales or credit departments, this proposal shall become null and void; any payment shall be refunded to the customer.

Purchaser agrees that: Seller shall retain a security interest in the fencing goods purchased hereunder; title thereto shall not pass and such security interest shall not terminate, until the cash price and all other charges have been fully paid. Purchaser agrees that the Seller may sell, transfer or assign this contract. No loss, damage, or destruction of said property, regardless of the cause, shall release the Purchaser from his/her obligation hereunder.

Price to installation, a 50% down payment is required. The final amount shall be immediately payable upon completion. Should default in payment occur, Purchaser agrees to allow Seller or his Agent access to the premises and possession of the goods subject to a security interest under the contract (provided such repossession may be accomplished lawfully and without breach of the peace). Upon taking possession of the goods the Seller shall then dispose of them and apply the proceeds in accordance with the provisions of the Uniform Commercial Code and other laws as applicable. The Purchaser shall pay any deficiency to which the Seller may be entitled in cash in full to the Seller upon demand. The Seller's acceptance, after the full amount may have become immediately due and payable as heretofore provided of any payment shall not be deemed to alter or affect the Purchaser's obligations and/or the Seller's rights hereunder with respect to any subsequent payments or default therein. If this order entails performance of services or leasing or rental of products, the same shall be deemed "the sale of goods" within the meaning of the Uniform Commercial Code as adopted by the State of Florida, except when doing so would result in an unreasonable consequence. This proposal constitutes the entire agreement between the Seller and Purchaser. All prior Purchaser negotiations and representations whether oral or written, are hereby superseded and merged into this Proposal. The Proposal cannot be modified or terminated except in writing signed by an authorized representative of Seller and Purchaser. The Proposal shall be binding upon and shall be enforceable by successors in interest of the Seller and Purchaser.

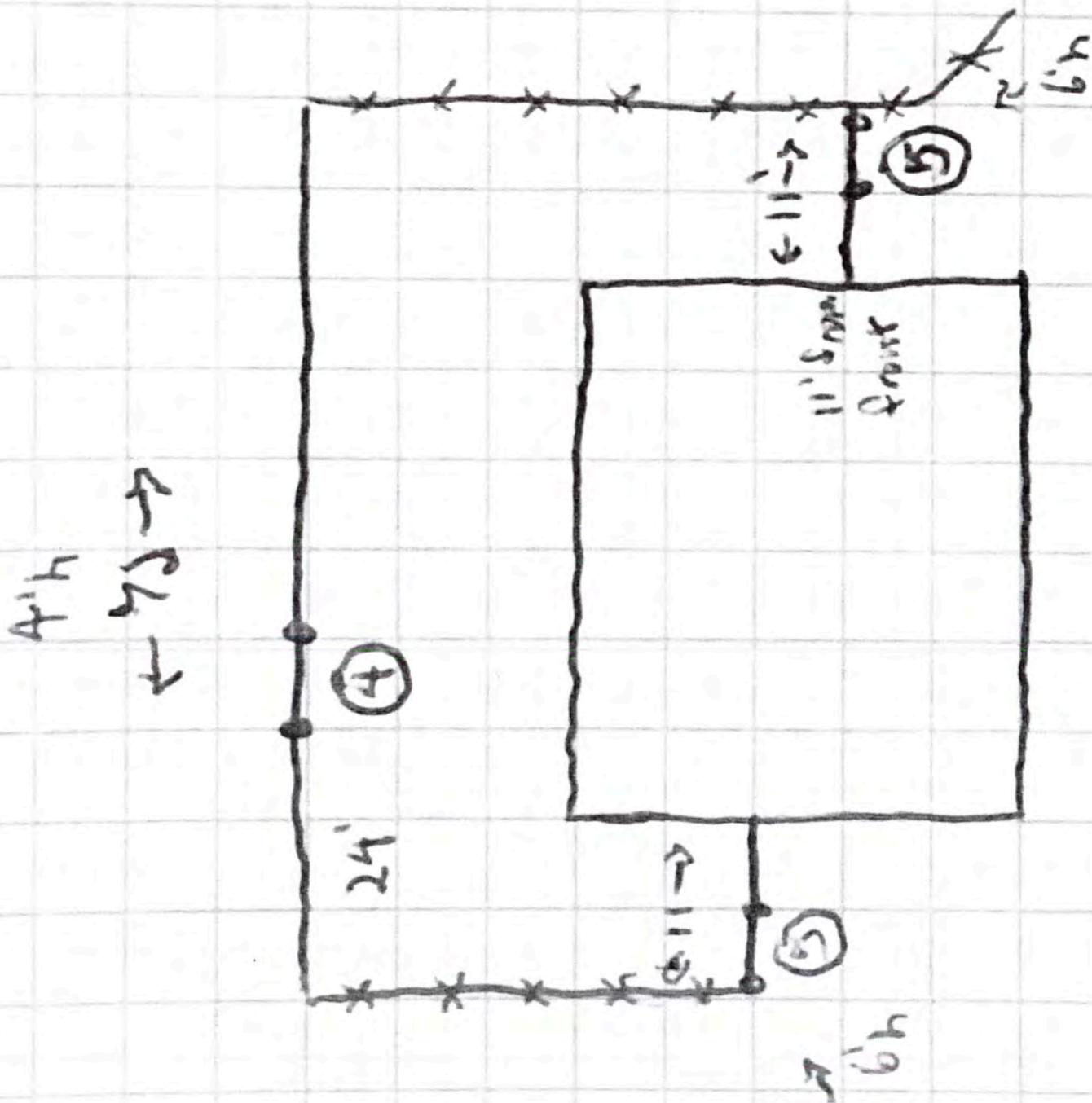
Final payment is due on day of completion. Past due payments shall be subject to a delinquency charge of \$25/day after one week of non-payment.

Purchaser agrees to pay reasonable attorney fees owed and all costs of collection if, after default, this contract is placed for collection or for the enforcement of any of the Secured Party's remedies. This agreement and the account established by this agreement shall be construed and enforced according to the laws of the State of Florida.

Any controversy or claim arising out of or related to this Proposal, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Rules of Southern Arbitration & Mediation, except as specifically excluded below. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The locale of any arbitration between Seller and Purchaser shall be Tampa, Florida, unless Seller agrees to designate another locale to facilitate joinder of parties, consolidation of claims, or other interests of the Seller. Any locale designated by Seller shall be binding.

At Seller's sole election, this agreement to arbitrate shall not apply and cannot be enforced as to any claim, dispute, or other matter in controversy or question between Seller and Purchaser which Seller chooses to litigate. If Seller so elects to require Purchaser to litigate any claim, dispute, or other matter, such litigation shall take place in a court of competent jurisdiction located in Tampa, FL, if a State or Federal court action. If Seller in his sole discretion, elects to have dispute resolved through litigation, then Purchaser consents to the jurisdiction of the State and Federal Courts in Florida.



# Blank Tab

PREPARED BY AND RETURN TO:

Scott I Steady, Esquire  
BURR & FORMAN LLP  
201 N. Franklin Street, Suite 3200  
Tampa, Florida 33602

### **REVOCABLE LICENSE AGREEMENT**

THIS REVOCABLE LICENSE AGREEMENT (the "Agreement") is made and entered into this 15th day of March, 2023 (the "Effective Date"), by and between the Talavera Community Development District, a Chapter 190 F.S. a special purpose government entity, with an address of 5844 Old Pasco Road, Suite 100, Wesley Chapel, Florida 33544 ("Licensor") and Daniel Austin & Beth Robertson with an address of 18210 Porfirio Place, Spring Hill, Florida 34610 ("Licensee")

### **RECITALS**

A. Licensor is the owner of a Drainage and Ingress/Egress Easement which encumbers the Licensee's property as provided below ("Easement"); and

B. Licensee owns the lot which legal description is described in Exhibit "A" attached hereto.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10) and other good and valuable consideration paid in hand each to the other simultaneously with the execution of these presents, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grant of License. Licensors do hereby grant, and Licensee hereby accepts, a non-exclusive revocable license to erect and maintain a fence within the Easement. In the event the District needs temporary access to the Easement, the District shall provide 14 calendar days written notice to the Licensee, that the fence will need to be removed until such time as the District no longer requires access. The Licensee shall be responsible to reinstall the removed fence. In the event the Licensee does not remove the fence, then the District shall remove the fence and any costs associated with such removal may be added to the Licensee's District's Operation and Maintenance assessment, if the costs are not paid by the Licensee.

3. Term. The term of this Agreement shall commence on the Effective Date and shall expire twenty (20) years later (the "Term"). Notwithstanding any other provision in this Agreement to the contrary, the Licensors may in its sole discretion, unilaterally cancel this Agreement in its entirety pursuant to paragraph 7 below.

4. Maintenance and Repair. Licensee shall maintain in good condition and repair, the fence within the Easement. No other improvements or structures within the Easement shall be permitted.

5. Indemnification. Licensee will defend, reimburse and hold harmless Licensors, and its officers, directors, employees, agents and servants, from and against any and all claims, actions, suits, proceedings, demands, judgments, damages, losses, obligations, liabilities, costs and expenses (including fees and expenses of attorneys and consultants) (collectively, "**Claims**") in connection with loss of life, bodily injury and/or damage to property arising from or out of any occurrence in, upon the Easement, except to the extent caused by the intentional misconduct or negligent act or omission of Licensors, its agents employees or servants.

6. Attorney Fees. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of alleged dispute, breach, default, claim or misrepresentation arising out of or in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorney and paralegal fees, court costs, and costs of experts and investigation, whether at trial, upon appeal, or during investigation by such prevailing party in prosecuting such claim or establishing such defense and

other reasonable costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

7. Termination. This Agreement is terminable at the will of Licensor at its sole discretion upon ninety (90) days written notice sent to Licensee's address as set forth above.

8. Controlling Law. The terms of this Agreement shall be construed and governed in accordance with the internal laws, but not the laws of conflicts, of the State of Florida. Each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereto consents that the only proper jurisdiction and venue shall be the state courts in Pasco County, Florida, for a resolution of all disputes arising out of the construction, interpretation or enforcement of any term or provision of this Agreement, and each party (on behalf of itself and the future owners of its property and their respective heirs, grantees, transferees, legal representatives, successors and assigns, as applicable) hereby waives the claim or defense that such courts constitute an inconvenient forum.

9. Headings. Headings in this Agreement or in the Exhibits which are made a part of this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

10. Severability. In the event any provision hereof shall be finally determined by a court to be invalid or unenforceable, the remaining provisions hereof shall remain in full force and effect.

11. Notices. Unless otherwise expressly agreed herein, all notices, requests, and demands to or upon the parties (and the future owners and their respective heirs, grantees, transferees, legal representatives, successors and assigns) shall be deemed to have been given and made when delivered to the addresses as shown in the preamble to this Agreement or such other address as may be hereafter designated in writing by one party to the other either: 1) by hand delivery or by courier service, or 2) the day after the notice is delivered to a nationally recognized overnight delivery service for overnight delivery.

12. WAIVER OF JURY TRIAL. NO PARTY TO THIS AGREEMENT, NOR THEIR RESPECTIVE HEIRS, GRANTEEES, TRANSFEREES, LEGAL REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS, AS APPLICABLE, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT. NONE OF THE FOREGOING WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NEITHER PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO THE OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

13. Recording. This Agreement shall be recorded in the public records of Pasco County, Florida and shall run with the land and be binding on successors and assigns.

14. Execution and Counterparts. To facilitate execution, the parties agree that this Agreement may be executed and telecopied or e-mailed to the other party and that the executed telecopy or electronic copy (including pdf) shall be binding and enforceable as an original. This Agreement may be executed in as many counterparts as may be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one or more of such counterparts. All counterparts shall collectively constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in manner and form sufficient to be bound, as of the date set forth above.

**Witness:**

**Licensor:**

TALAVERA COMMUNITY DEVELOPMENT DISTRICT

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023 by \_\_\_\_\_, \_\_\_\_\_ of Talavera Community Development District, a Chapter 190 F.S. a special purpose government entity ("CDD"), on behalf of the CDD. He/she is ☐ personally known to me or ☐ has produced (type of identification) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

*[Signatures continue on following page.]*

**Witness:**

**Licensee:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Name: Daniel Austin

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Name: Beth Robertson

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this (date) by \_\_\_\_\_, who is ☐ personally known to me or ☐ who has produced (type of identification) as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Name typed, printed or stamped

My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

**Legal Description**

(See Attached)



/

**TALavera MASTER ASSOCIATION, INC.**

**ALTERATION APPLICATION**

OWNER'S NAME: Daniel Austin DATE: 20 Jan 2023  
ADDRESS: 18210 Porfirio PL Spring Hill 34610 BLOCK: 14 LOT: 30  
PHONE: 813 679 0469 EMAIL: DSAUSTI@gmail.com

PLEASE DESCRIBE IN DETAIL THE TYPE OF PROPOSED ALTERATION, MATERIALS TO BE USED, ETC. IF MORE SPACE IS NEEDED, YOU MAY ATTACH ADDITIONAL PAGES TO THIS FORM.

Construct HOA approved fence to connect to adjacent neighbors HOA approved fences at 18196 Porfirio Place and 18222 Porfirio Place.

- Install 65 feet of 4x8 SPACED PICKET 7/8x1.5 PICKET SECTION WITH APPROX 3" SPACING-TAN
- Install 15 feet of 6X8 T&G PRIVACY PVC FENCE TAN 1 ea
- Install 5 feet of 4X5 SPACED PICKET 7/8X1.5 PICKET GATE WITH APPROX 3" SPACING-TAN 1 ea
- Install 5 feet of 6X5 T&G PRIVACY RACKABLE PVC GATE TAN

\* All applications requesting approval for any alteration which occurs outside the exterior walls of the building **MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH THE ALTERATION DRAWN ON IT. SHOWING LOCATIONS, DISTANCES AND DIMENSIONS. INCLUDE A SKETCH INDICATING SIZES, HEIGHTS, MATERIALS, COLORS, TYPE OF CONSTRUCTION AND OTHER PERTINENT INFORMATION AS MAY BE NECESSARY. IF THIS INFORMATION IS NOT INCLUDED, YOUR REQUEST WILL BE RETURNED TO YOU.**

If approval is granted, it is not to be construed to cover approval of any County or City Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Architectural Control Committee (ACC) shall have no liability or obligation to determine whether such improvement, alteration and/or addition comply with any applicable law, rule, regulation, code or ordinance. It is the owner's responsibility to ensure that they are in compliance with any applicable law, rule, regulation, code or ordinance.

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their heirs and assigns thereto, hereby assume sole responsibility for the repair, maintenance and/or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED, THAT THE TALavera MASTER ASSOCIATION, INC. IS NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, MAINTAIN AND/OR REPLACE ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND THEIR ASSIGNS ASSUMES ALL RESPONSIBILITIES FOR ANY CHANGE, ALTERATION OR ADDITION AND ITS FUTURE UPKEEP AND MAINTENANCE.

I agree not to begin the proposed alteration or any other property improvements requiring approval from the ACC until the ACC notifies me in writing of their approval and any conditions attached to the approval. I understand that all approvals automatically incorporate the conditions set forth in the Book of Standards for Community Living, current edition. I understand that the ACC has up to forty-five days, from receipt of a complete application, including all required accompanying information, to process, review and either approve or disapprove this **ALTERATION APPLICATION.** If any change is made that has not been approved, the ACC has the right to require me to remove the improvement from my property.

OWNER'S INITIALS DA

\* Please refer to page 10 (of 15) in attached contract.

**ALTERATION APPLICATIONS** must be submitted for, but are not limited to, the following items:

1. Painting of structures, including houses.
2. Fence installations.
3. Swimming pools.
4. Spas.
5. Any gas or fuel tanks whether above ground or buried.
6. Screen enclosures.
7. Satellite dishes.
8. Landscaping changes (such as adding planter/shrub beds, or eliminating major portions of the landscaping. This does not include the planting or removal of annual bedding plants.) It **does include** curbing around planting beds and installing lawn statues, or other lawn ornamentation.
9. Removal and/or installation of trees. See the Pasco County Tree Ordinance.
10. Any change, alteration or addition to the exterior of the dwelling, or other existing structure, or the addition of new structures or property.

**PLEASE NOTE: WHEN IN DOUBT CALL RIZZETTA AT (813) 994 - 1001 FOR CLARIFICATION BEFORE STARTING ANY PROJECT ON THE EXTERIOR. THE ABOVE LIST IS JUST A SAMPLE AND NOT INTENDED TO INCLUDE EVERY POSSIBLE SCENARIO OR SITUATION.**

DATE: 10/2/23 OWNER'S SIGNATURE: [Signature]

DATE: 1/20/23 OWNER'S SIGNATURE: [Signature]

Signature of neighbors required if installing fence. This is a notification acknowledgement by neighbors and does not represent their approval.

[Signature]  
Left side  
n/a (pond)  
Rear

[Signature]  
Right side  
n/a (pond)  
Rear

**ACTION TAKEN BY THE ASSOCIATION:**

DATE: 2/28/23

APPROVED: \_\_\_\_\_

NOT APPROVED: \_\_\_\_\_

REJECTED: \_\_\_\_\_

APPROVED WITH CONDITIONS: ✓ see attached conditions West side of fence may only be installed on easement line. CDD approval needed to install on property line. All published guidelines must be followed. Refer to Talavera ACC Book of Standards.

Authorized Signature for the Architectural Review Committee

**NOTE: Application approvals are valid for a period of six (6) months and a new Alteration Application must be submitted after that time has elapsed if the approved project has not commenced.**

Submit Completed Application to:  
Talavera Clubhouse  
18955 Rococo Rd., Spring Hill, FL 34610  
Phone: (813) 536 - 1445

**TALavera MASTER ASSOCIATION, INC.**

**FENCE & LANDSCAPING ALTERATION APPLICATION ADDENDUM**

NOTE: This form must be signed by the homeowner and returned along with the original Alteration Application BEFORE any work is started. Should work commence prior to obtaining appropriate authorization, the Association and/or Developer shall not be responsible for any drainage issues or property damage to this Lot or any adjoining Lot.

Prior to submitting the request for a fence or landscaping, it would be wise for the Lot Owner to consider the soil conditions and drainage design for his/her lot. In most cases the home site drains to swales at the midpoint between each home. The installation of a fence or landscaping in this area will reduce the ability of the swale to drain water from the lot and can increase puddling and muddy soil conditions. Fence must be installed in a manner that will keep the fence off the ground in order to allow proper water flow.

Landscaping should never be placed in swales. This will not only create drainage problems, but most landscaping will be negatively affected by the wet conditions in the swales. It is a good idea when planning landscaping to mound the bed up so the landscaping material is planted in ground that is at least a few inches higher than the sod. Even higher mounds may be necessary for plant materials that are water sensitive. Please check with the utility companies before planting anything in the front yard as there are various utility lines installed in this area.

As a precaution, please remember that all fences must be installed with the posts on the inside of the homesite so that the "finished" side is on the outside.

I/we, Daniel Austin, understand the above and will take proper precautions when installing my fence or landscaping.

Daniel Austin  
Homeowner

1/21/2023  
Date

Beth Robertson  
Homeowner

1/21/2023  
Date

18210 Porfiro PL Spring Hill  
Address

34610



Fence Outlet of Port Richey Inc  
11507 US-19  
Port Richey , FL 34668

ID : 00177120  
Austin, Daniel  
Quote On : January 20, 2023  
Signed On : January 20, 2023  
Port Richey

**Customer Address**

Austin, Daniel  
18210 Porfirio Place  
Spring Hill, Florida 34610  
dsausti@gmail.com  
(813) 679-0469

**Description of Work**

1 ea Install 5 feet of 4X5 SPACED PICKET 7/8X1.5 PICKET GATE WITH APPROX 3" SPACING-TAN  
Install 15 feet of 6X8 T&G PRIVACY PVC FENCE TAN  
1 ea Install 5 feet of 6X5 T&G PRIVACY RACKABLE PVC GATE TAN  
Install 65 feet of 4x8 SPACED PICKET 7/8x1.5 PICKET SECTION WITH APPROX 3" SPACING-TAN

Paid On	Type	Trans No/Check No	Amount
January 20, 2023	MASTERCARD	23012034683033	\$1,954.00

Total Due \$3,908.00

Payment - \$1,954.00

Balance Due \$1,954.00

Austin, Daniel

Glenn Chapel

Port Richey Office - (727) 857-7590

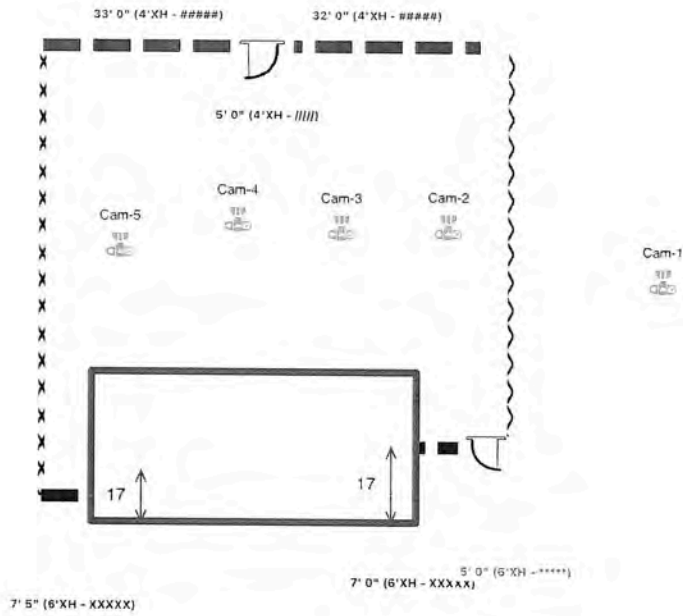
Glenn Chapel - (727) 359-0587

This contract includes the clauses referred to in the attached appendices.

## Layout - L2

ID: 00177120 - Austin, Daniel

Signed On: January 20, 2023 - Port Richey



### Legends

XXXXX: 15 ft ea 6X8 T&G PRIVACY PVC FENCE TAN

#####: 65 ft ea 4x8 SPACED PICKET 7/8x1.5 PICKET SECTION WITH APPROX 3" SPACING-TAN

/////: 1 ea 4X5 SPACED PICKET 7/8X1.5 PICKET GATE WITH APPROX 3" SPACING-TAN

\*\*\*\*\*: 1 ea 6X5 T&G PRIVACY RACKABLE PVC GATE TAN

## **Tab 2**

## MINUTES OF MEETING

*Each person who decides to appeal any decision made by the Board of Supervisors with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

### TALAVERA COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of Talavera Community Development District was held on **Wednesday, February 15, 2023, at 6:00 p.m.** at the Talavera Amenity Center located at 18955 Rococo Road, Spring Hill, Florida 34610.

#### **Present and Constituting a Quorum:**

Marco Kremser	<b>Board Supervisor, Chair</b>
Richard Henderson	<b>Board Supervisor, Vice Chair</b>
Lee Thompson	<b>Board Supervisor, Assistant Secretary</b>
Pamela Plehal	<b>Board Supervisor, Assistant Secretary</b>
William O'Donovan	<b>Board Supervisor, Assistant Secretary</b>

#### **Also Present Were:**

Lynn Hayes	<b>District Manager, Rizzetta &amp; Company, Inc.</b>
Scott Steady	<b>District Counsel, Burr Forman, PA</b> <b>(via conference call 6:24 p.m.)</b>
Tonja Stewart	<b>District Engineer, Stantec Consulting Services</b>
Jason Liggett	<b>Landscape Inspection Specialist, Rizzetta &amp; Company</b>
Peter Lucadano	<b>RedTree Landscape Systems</b> <b>(joined meeting at 6:15 p.m.)</b>
Kevin Smith	<b>Red Tree Landscape Systems</b> <b>(joined meeting at 6:15 p.m.)</b>
John Burkett	<b>Red Tree Landscape Systems</b> <b>(joined meeting at 6:15 p.m.)</b>

Audience Members

#### **FIRST ORDER OF BUSINESS    Call to Order**

The Meeting was called to order and roll call performed confirming that a quorum was present. The meeting started at 6:00 p.m.

**SECOND ORDER OF BUSINESS**

**Consideration of Applicants for Vacant Board Seat**

Mr. Lynn Hayes thanked the candidates for their interest in serving out the remaining term for Seat 1 on the Talavera Board of Supervisors. Mr. Lynn Hayes tallied the votes and declared Mr. William O'Donovan winner by a vote of 4 -0.

On a Motion by Mr. Richard Henderson and seconded by Mr. Marco Kremser, with all in favor, the Board of Supervisors appointed Mr. William O'Donovan to the Talavera Community Development District Board of Supervisors to fill the Seat 1 for the remaining term of November 20, 2020 – November 20, 2024, for the Talavera Community Development District.

**THIRD ORDER OF BUSINESS**

**Administer the Oath of Office to Newly Elected Supervisor**

Mr. Lynn Hayes, A Notary Public in the State of Florida, administered the Oath of Office to the newly elected Board of Supervisor in attendance. Mr. William O'Donovan swore and affirmed the Oath as read on the record. Mr. Lynn Hayes explained to the new Board of Supervisor what the process is in filling out their paperwork with Pasco County Supervisor of Election Office.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-03; Designating Officers of the District**

On a Motion by Mr. Lee Thompson and seconded by Mr. Marco Kremser, with all in favor, the Board of Supervisors appointed Mr. Marco Kremser as Chair, Mr. Richard Henderson as Vice Chair, Mr. Lee Thompson as Assistant Secretary, Mr. Pamela Plehal as Assistant Secretary, Mr. William O'Donovan as Assistant Secretary, Mr. Lynn Hayes as Assistant Secretary, and Ms. Debby Bayne-Wallace as Assistant, with a vote of 5-0, as presented, for the Talavera Community Development District.

On a Motion by Mr. Marco Kremser and seconded by Mr. William O'Donovan, with all in favor, the Board of Supervisors adopted Resolution 2023-03; Designating Officers of the District, as presented, for the Talavera Community Development District.

**FIFTH ORDER OF BUSINESS**

**Consideration of the Minutes of the Board  
of Supervisors Regular Meeting held on  
January 18, 2023.**

Mr. Lynn Hayes presented the January 18, 2023 Regular Meeting Minutes and inquired if there were any amendments. The Board of Supervisors had one amendment.

On a Motion by Mr. Marco Kremser and seconded by Mr. Richard Henderson, with all in favor, the Board of Supervisors approved the Amended January 18, 2023 Regular Board of Supervisor Minutes, as amended, for the Talavera Community Development District.

**SIXTH ORDER OF BUSINESS**

**Consideration of Operation and  
Maintenance Expenditures for  
January 2023**

Mr. Lynn Hayes presented the Operation and Maintenance Expenditures for January 2023.

On a Motion by Mr. Marco Kremser and seconded by Mr. Lee Thompson, with all in favor, the Board of Supervisors ratified the Operation and Maintenance Expenditures for January 2023 (\$74,028.23), as presented, for the Talavera Community Development District.

**SEVENTH ORDER OF BUSINESS**

**STAFF REPORTS**

**A. District Counsel**

No Report.

**B. District Engineer**

Ms. Tonja Stewart provided the Board of Supervisors with an update on the tennis court pond erosion project with Cross Creek Environmental. Ms. Tonja Stewart discussed the stormwater/sewer maintenance project and explained what would be necessary to complete. Ms. Tonja Stewart stated she will solicit quotes for the project and suggested the Board of Supervisors consider setting aside \$10,000.00, per year, from the 2023/2024 Fiscal Year Budget to complete the project. Ms. Tonja Stewart informed the Board of Supervisors that she will obtain the pond slope inspection report from the vendor and submit

---

to District Manager with options for material. At the request of the Board of Supervisors, Ms. Tonja Stewart will provide a report and proposals for street signs to be presented at the March 15, 2023 meeting.

**C. District Manager Report**

Mr. Lynn Hayes presented his report to the Board of Supervisors and announced the next regularly scheduled meeting will be held on March 15, 2023 at the Talavera Amenity Center located at 18955 Rococo Road, Spring Hill, Florida 34610.

Mr. Lynn Hayes reviewed the 4<sup>th</sup> Quarter ADA Website Compliance Audit Report informing the Board of Supervisors they passed all areas of ADA Website Accessibility and Florida F.S. 189.069 requirements.

**EIGHTH ORDER OF BUSINESS**

**Consideration of the Establishment of an Audit Committee**

Mr. Lynn Hayes asked the Board of Supervisors for consideration to Establish an Audit Committee. Mr. Lynn Hayes explained it is typical to appoint the Talavera Community Development District Board of Supervisors to serve as the Audit Committee.

On a Motion by Mr. Lee Thompson and seconded by Mr. Marco Kremser, with all in favor, the Board of Supervisors appointed the Talavera Board of Supervisors as the Audit Committee, for the Talavera Community Development District.
---

**NINTH ORDER OF BUSINESS**

**Discussion of the Janitorial Services Contract**

The Board of Supervisors asked if the in-house staff can take control of the janitorial services at the Clubhouse. The Board of Supervisors asked the District Manager to obtain a revised quote from Office Pride for services from May – October. Mr. Lynn Hayes will contact the Amenity Services Managers for input.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Hayes stated that if there was no further business to come before the Board of Supervisors, then a motion to adjourn would be in order.

On a Motion by Mr. Lee Thompson and seconded by Mr. Marco Kremser, with all in favor, the Board of Supervisors adjourned the meeting at 7:42 p.m., for the Talavera Community Development District.
---

---

Assistant Secretary/Secretary

---

Chair/Vice Chair

## **Tab 3**

# TALAVERA COMMUNITY DEVELOPMENT DISTRICT

---

District Office · Wesley Chapel, Florida · (813) 994-1001

Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614  
[www.talaveracdd.org](http://www.talaveracdd.org)

## **Operation and Maintenance Expenditures February 2023 For Board Approval**

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2023 through February 28, 2023. This does not include expenditures previously approved by the Board.

The total items being presented:     **\$ 65,078.32**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairperson

\_\_\_\_\_ Vice Chairperson

\_\_\_\_\_ Assistant Secretary

## Talavera Community Development District

### Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Burr & Forman, LLP	100160	1370133	General Legal Services 02/23	\$ 354.50
Charter Communications	2082023	077974101012223 02/23 Auto Draft	Account 9741-01 02/23	\$ 281.14
Discovery Golf Cars	100161	76210	Service/Evaluation 01/22	\$ 184.95
Discovery Golf Cars	100161	76328	Service/Evaluation 02/23	\$ 332.45
Horner Environmental Professionals, Inc.	100150	218874	Chemical Application Mitigation Area 12/22	\$ 575.00
Lee R Thompson	100151	LT021523	Board Of Supervisor Meeting 02/16/23	\$ 223.58
Marco Kremser	100152	MK021523	Board Of Supervisor Meeting 02/16/23	\$ 200.00
Nvirotect Pest Control Service, Inc.	100162	287116	Pest Control Treatment 02/23	\$ 70.00
Office Pride	100153	Inv-126918	Janitorial Supplies 01/23	\$ 58.47
Office Pride	100165	Inv-130484	Janitorial Supplies 02/23	\$ 654.16
Pamela Plehal	100154	PP021523	Board Of Supervisor Meeting 02/16/23	\$ 200.00

## Talavera Community Development District

### Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Pasco County Utilities	100148	176016450434783	Pasco Utilities 01/23	\$ 373.87
RedTree Landscape Systems, LLC	100155	12599	Monthly Landscape Maintenance 02/23	\$ 13,175.00
RedTree Landscape Systems, LLC	100163	12638	Mulch Installation 01/23	\$ 11,250.00
Richard L Henderson Jr	100156	RH021523	Board Of Supervisor Meeting 02/16/23	\$ 200.00
Rizzetta & Company, Inc.	100149	INV0000074957	Reimbursements 12/22	\$ 50.00
Rizzetta & Company, Inc.	100143	INV0000075286	District Management Fees 02/23	\$ 4,682.09
Rizzetta & Company, Inc.	100146	INV0000075866	Personnel Reimbursement 02/23	\$ 5,203.70
Rizzetta & Company, Inc.	100147	INV0000075891	Reimbursements 01/23	\$ 115.99
Rizzetta & Company, Inc.	100164	INV0000077303	Personnel Reimbursement 02/23	\$ 3,455.13
Rust Off, LLC.	100157	38456	50 Gallons RX-10 Chemical For Rust Control 01/23	\$ 299.00
Solitude Lake Management, LLC	100141	PSI-42195	Monthly Lake & Pond Services 01/23	\$ 1,658.25

## Talavera Community Development District

### Paid Operation & Maintenance Expenditures

February 1, 2023 Through February 28, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Solitude Lake Management, LLC	100166	PSI-48501	Monthly Lake & Pond Services 02/23	\$ 1,658.25
Stantec Consulting Services, Inc.	100158	2041268	Engineering Services 01/23	\$ 1,171.00
Suncoast Pool Service, Inc.	100142	8955	Pool Service 01/23	\$ 1,240.00
Suncoast Pool Service, Inc.	100167	9054	Pool Service 02/23	\$ 1,240.00
U.S. Bank	100145	6806365	Trustee Fees 2016 01/01/2023-12/31/2023	\$ 6,900.00
William O'Donovan	100159	WO021523	Board Of Supervisor Meeting 02/16/23	\$ 200.00
Withlacoochee River Electric Cooperative, Inc.	2172023	WREC Electric Summary 01/23 240	Electric Summary 01/23	<u>\$ 9,071.79</u>
<b>Report Totals</b>				<b><u>\$ 65,078.32</u></b>

## Tab 4

To: Lynn Hayes, District Manager

From: Tonja Stewart  
Tampa

Project/File: 215611931

Date: March 7, 2023

---

**Reference: District Engineer Report**

We offer the following information for our March report:

1. Our traffic professional is working on the costs for the signage and striping observation for the traffic enforcement agreement.
2. We understand that Crosscreek Environmental is on site today to review the additional area to be sodded behind the tennis court, as well as, the prioritization of the next phase of erosion repairs. Once we receive this information, we will discuss stabilization options and pricing with them and additional vendor, Finn Outdoor and CLS Environmental. Crosscreek has indicated that rip rap costs about 20% to 30% more than the geotube product that we are currently using.
3. Additional grassing is being discussed with Crosscreek Environmental where the work was done behind the tennis court. Installation will be done when we know that it will receive rain for survival.
4. We are following up regarding installation of the handicap child informational sign

Cordially,

**STANTEC CONSULTING SERVICES INC.**

**Tonja Stewart** PE  
Senior Project Manager, Civil Engineering  
Phone: (813) 223-9500  
Mobile: (813) 426-4916  
tonja.stewart@stantec.com

Attachment: [Attachment]

## **Tab 5**

# TALAVERA

## LANDSCAPE INSPECTION REPORT



March 8, 2023  
Rizzetta & Company  
Jason Liggett – Landscape Specialist



Rizzetta & Company  
Professionals in Community Management

# SUMMARY & POOL HOUSE

## General Updates, Recent & Upcoming Maintenance Event

- Make sure we are following the Scope of Service Talavera is a March 1<sup>st</sup> to November 1<sup>st</sup> weekly mowing contract.
- Make sure we complete the second application of Pre M to the Saint Augustine in March.
- Ornamentals to receive an application of a Complete Fertilizer in the Month of March.

The following are action items for Redtree Landscaping. Please refer to the item # in your response listing action already taken or anticipated time of completion. **Red text** indicates deficient from previous report. **Bold Red text** indicates deficient for more than a month. **Green text** indicates a proposal has been requested. **Blue** indicates irrigation. **Bold and Underlined** indicates a board decision.

1. **Ensure that the recently installed Saint Augustine is getting adequate water. Keep an eye on it to make sure it takes well.**
2. If we have completed the cutting out of irrigation heads in around the pool area lets, make sure we remove the flags.
3. Let go ahead and remove the bracing from the palm in the northwest side of the amenity center pool. Make sure it is stable before removing.(Pic 3)



5. Diagnose and treat the decline in the saint Augustine to the west of the amenity center this is an area that was replaced prior to Redtree coming on board and now is dead.(Pic 5)



4. **Check the irrigation and make sure we are getting adequate water on the inbound and outbound side of Talavera parkway.(Pic 4)**

# Talavera Parkway

6. During my inspection I noticed we have done any pencil pruning to the crape myrtles we need to get this done asap.(Pic 6)



7. During the last meeting, the board agreed to allow RedTree to get aggressive treating the weeds in the Bahia turf. Please get this started.
8. Redtree to add mulch to the tree rings in the common area throughout the district. The Blvd. was done but no tree rings were mulched.(Pic 8)



## **Tab 6**



5532 Auld Ln. Holiday, FL 34690

1.888.RED.TREE

**Date:** 3/6/2023  
**Client:** Talavera CDD c/o Rizzetta & Company  
3434 Colwell Ave Suite 200  
Tampa, FL 33614  
**Project :** Island Renovation  
**Plan :** See Attached

**Phone:** 813.933.5571  
**Fax:**  
**Email:** [LHayes@rizzetta.com](mailto:LHayes@rizzetta.com)  
**Attention:** Lynn Hayes

---

**Scope of Work:**

RedTree Landscape Systems proposes to furnish all necessary labor, materials and equipment to complete the above mentioned project.

---

**LANDSCAPE**

---

<u>Qty</u>	<u>Description</u>	<u>Size/Unit</u>	<u>Unit Cost</u>	<u>Total</u>
148	BLUE DAZE EVOLVULUS	1gal	11.00	1,628.00
58	JACK FROST LIUSTRUM	7gal	75.00	4,350.00
39	PINK MUHLY GRASS	3gal	28.00	1,092.00
5	SOIL & PREP	yards	150.00	750.00
15	HARDWOOD MULCH	yards	65.00	975.00
1	RIP OUT EXISITING PLANT MATERIAL AND HAUL AWAY	all	750.00	750.00
2000	ST AUGUSTINE SOD TO CLOSE IN BEDS	sq. ft.	1.75	3,500.00

**Total Landscape:** **\$13,045.00**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Proposal submitted by:**

**Kevin Smith**  
**Senior Landscape Designer/Advisor**  
**727.426.3679**  
[ksmith@redtreelandscape.systems](mailto:ksmith@redtreelandscape.systems)



Blue-Daze



Ligustrum-Jack-Frost-2

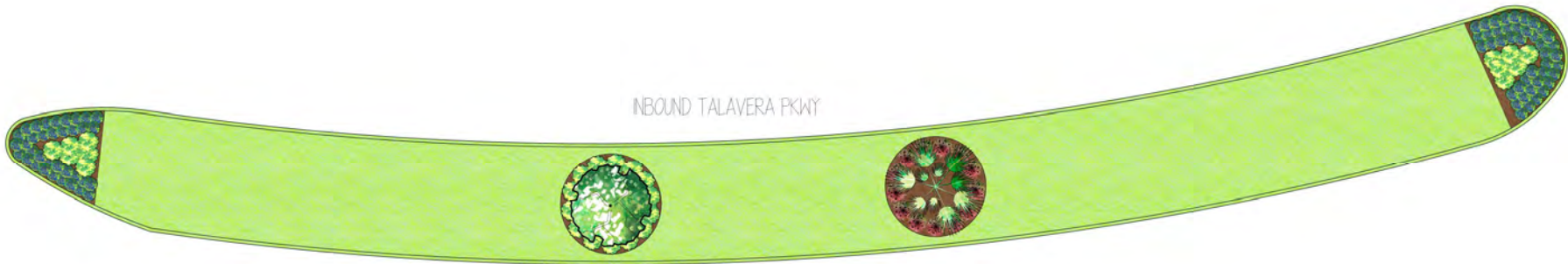


©2022 Horticoopia, Inc.

PINK MUHLY GRASS



OUTBOUND TALAVERA PKWY



OUTBOUND TALAVERA PKWY



Qty	Common Name
Shrubs	
58	JACK FROST LIUSTRUM
Ornamental Grasses	
39	PINK MUHLY GRASS
Perennials and Annuals	
148	BLUE DAZE EVOLVULUS

<h2 style="margin: 0;">TALAVERA CDD</h2> <h3 style="margin: 0;">ISLAND RENOVATION</h3>		
client:	date:	revision:
scale:	3/16/2023	
drawn by:	checked by:	drawing #:
RS	RS	2/2

## **Tab 7**

## Monthly Operations Report – February 2023



**Talavera Community Development District (CDD)**  
18955 Rococo Road, Spring Hill, FL 34610  
**Phone:** 813-536-1445 **Email:** [manager@talaveraclub.com](mailto:manager@talaveraclub.com)

### **Clubhouse Operations/Maintenance Updates**

- Painted basketball hoop backboard (Maintenance)
- Had Securiteam application installed on desktop computer
- Created flyers for all events
- Called Securiteam for after hour events to be listed
- Had gate stopper changed so kids could not keep the gate open (Maintenance)
- Called Animal Control to get stray dog protocol information
- Detailed trash pickup outside/surrounding areas of clubhouse
- Normal daily routine for facility, safety & trash checks
- Normal daily routine of handling/resolving any resident issues
- Weekly update/check on community bulletin boards
- Send out all needed community updates via email blasts

### **Future Projects**

- Fix top lock for rental room and lock for pool maintenance gate
- Need an extra phone line and possibly new phone

### **Full Community Walkthroughs/Checks**

- 2/1/23-2/28/23 – Routine trash pickup (Alternate zones every day/week)

## Talavera Part-time Maintenance Weekly Duties

Week of \_\_\_\_\_

Basic Clean/Disinfect all Bathrooms on non-cleaning vendor day (mirrors, counters, sinks, walls, doors, floors, toilets, baby station)

\_\_\_\_\_ Private \_\_\_\_\_ Men's \_\_\_\_\_ Women's

Deep Clean/Disinfect all Bathrooms once a week (sinks, floors, toilets, baby station)

\_\_\_\_\_ Private \_\_\_\_\_ Men's \_\_\_\_\_ Women's

Fill/top off Bathroom toilet paper, paper towel, soap dispensers, sanitary bags (1x or as needed)

\_\_\_\_\_ Private \_\_\_\_\_ Men's \_\_\_\_\_ Women's

Empty or check (OK) all clubhouse garbage pails (Daily)

\_\_\_\_\_ 4 @ Pool Deck \_\_\_\_\_

\_\_\_\_\_ 1@ Kitchen \_\_\_\_\_

\_\_\_\_\_ 1@ Manager Office \_\_\_\_\_

\_\_\_\_\_ 1 @ Basketball Court \_\_\_\_\_

\_\_\_\_\_ 1 @ Tennis Court \_\_\_\_\_

\_\_\_\_\_ Pick up stray garbage in pool area \_\_\_\_\_

\_\_\_\_\_ Pick up stray garbage in parking lot area \_\_\_\_\_

\_\_\_\_\_ Pick up stray garbage around amenity grounds \_\_\_\_\_

\_\_\_\_\_ Clean Pool area Dining Tables \_\_\_\_\_

\_\_\_\_\_ Mop Clubhouse Floor weekly and as needed \_\_\_\_\_

## Part or Full Time Maintenance Weekly or As Needed Cleaning List:

\_\_\_\_\_ Workout Room: Dust \_\_\_\_\_ Blow/Sweep/Vacuum \_\_\_\_\_ Mop \_\_\_\_\_ Windex \_\_\_\_\_

\_\_\_\_\_ Clean Event Room Glass Door Tracks and Exterior Door Thresholds \_\_\_\_\_

\_\_\_\_\_ Rinse Out/Disinfect Event Pail(s) \_\_\_\_\_

\_\_\_\_\_ Dust ceiling fans in clubhouse \_\_\_\_\_

\_\_\_\_\_ Dust Furniture in clubhouse \_\_\_\_\_  
 \_\_\_\_\_ Dust Window Blinds and ledges \_\_\_\_\_  
 \_\_\_\_\_ Wipe down mailbox \_\_\_\_\_  
 \_\_\_\_\_ Clean/Bleach Pool Life Buoys \_\_\_\_\_  
 \_\_\_\_\_ Spider web/bee nest removal: \_\_\_\_\_ playground, \_\_\_\_\_ porch ,  
 \_\_\_\_\_ cameras, \_\_\_\_\_ patio chairs \_\_\_\_\_ patio tables, \_\_\_\_\_ benches  
 \_\_\_\_\_ Spot treat ant hills \_\_\_\_\_  
 \_\_\_\_\_ Wipe down/Update Marquee \_\_\_\_\_

**Other Misc. Repairs:**

(Typical weekly and monthly unexpected repairs and issues but not limited to: fallen builder signs and poles, damaged street signs due to weather or landscaping, mailbox pavilion issues or damage, electrical or breaker issues with the lights and kitchen zone, pool paver or concrete block trip hazards or imperfections; Sanding needed or sand filler with poly foam repairs, gate damages involving Kant Slam gate closers, nuts, bolts or frame damage needed repair or replacement; Occasionally need vendor assistants, Covering up chalk or paint graffiti on sports courts, bike marks and damages and basic chain-link fence repairs or adjustments)

---



---



---



---



---

**Community Garbage Pails (Once a Week, Mondays):**

Refill all DOG STATION bags, empty dog station pails and wipe/disinfect lids; (2x a week)

**Clubhouse Attendants Weekly Cleaning List :**    Week of \_\_\_\_\_

**Daily Clubhouse Cleaning:**

\_\_\_\_\_ Daily, Disinfect all door handles \_\_\_\_\_  
 \_\_\_\_\_ Daily, straighten pool dining tables, and chairs \_\_\_\_\_  
 \_\_\_\_\_ Daily, Clean water fountains (Club, Pool, Playground) \_\_\_\_\_

\_\_\_\_\_ Daily, Straighten clubhouse furniture \_\_\_\_\_  
 \_\_\_\_\_ Daily, Spot Clean glass doors and windows \_\_\_\_\_  
 \_\_\_\_\_ Daily, Wipe Desk area/phones w/disinfectant wipes \_\_\_\_\_  
 \_\_\_\_\_ Daily, Walk & Inspect Amenity Grounds, Pick up stray garbage (Pool Area, Splash pad, Sidewalks) \_\_\_\_\_,  
 \_\_\_\_\_,  
 \_\_\_\_\_ Daily, wipe down event room/lobby tables \_\_\_\_\_  
 \_\_\_\_\_ Daily, Vacuum Rugs Nightly \_\_\_\_\_  
 \_\_\_\_\_ Daily, Tidy Bathrooms & as Needed \_\_\_\_\_  
 \_\_\_\_\_ Daily, Sweep Floors & as needed \_\_\_\_\_  
 \_\_\_\_\_ Daily, Spot treat floors w/mop & as needed \_\_\_\_\_  
 \_\_\_\_\_ Daily, Wipe down kitchen counters and sink \_\_\_\_\_  
 \_\_\_\_\_ Dry WET floors w/dry mop as needed \_\_\_\_\_  
 \_\_\_\_\_ Clean refrigerator, wipe shelves as needed \_\_\_\_\_  
 \_\_\_\_\_ Update Marquee Sign as needed \_\_\_\_\_  
 \_\_\_\_\_ Blow Chips after storms & as needed \_\_\_\_\_ Porch \_\_\_\_\_ Sidewalks  
 \_\_\_\_\_ Vacuum Office rug weekly and as needed \_\_\_\_\_  
 \_\_\_\_\_ Daily at Night, Empty Clubhouse Garbages (Office) \_\_\_\_\_  
 \_\_\_\_\_ Pool Deck \_\_\_\_\_  
 \_\_\_\_\_ Pool Lounge chairs \_\_\_\_\_  
 \_\_\_\_\_ Pool dining chairs \_\_\_\_\_

#### **Maintenance Local Pressure Washing (Only with local hook-up)**

\_\_\_\_\_ Monthly checks of Pool Deck, nearest outside perimeter fence and mailbox pavilion

#### **Maintenance or Clubhouse Attendants Daily Routine:**

\_\_\_\_\_ Blow Basketball Court \_\_\_\_\_  
 \_\_\_\_\_ Blow Tennis Court \_\_\_\_\_

\_\_\_\_\_ Blow Playground Equipment/Check gate/mulch is safe/evenly distributed \_\_\_\_\_

\_\_\_\_\_ Blow Pool Deck \_\_\_\_\_

\_\_\_\_\_ Blow Splash Pad \_\_\_\_\_

### **Manager Duties and Tasks (Majority but not limited too)**

- Overview of all operations
- Handle all training and operations with Clubhouse and maintenance staff
- Handle all disciplinary issues (If applicable)
- Work with all on and off site vendors that have contracts with Talavera
- Handling all rentals and clubhouse events
- Handling purchases for all events and spirit committee meetings
- Attending all CDD & Spirit committee events
- Monitoring inventory of all needed supplies for maint. and clubhouse daily operations (Including the shed)
- Handling all maintenance of the golf cart
- Monitoring inventory of all needed supplies for Spirit Committee events
- Limited HOA assistance or guidance with ACC process if HOA staff is not on site
- Handling all phone inquiries, daily resident complaints, and emails
- Keeping a regular and informative monthly newsletter
- Being a liaison between the Spirit Committee and finance with budget issues or questions
- Working alongside the HOA for any street parking violations
- Handle and monitor proper maintenance, upgrades or pressure washing of any parts of the amenities or sports courts
- Properly work with Securi-team and DCSI to make sure all gates and securities features are working properly along with the right time schedule based on the time of year and current meeting schedule (turning off active monitoring for later events)
- Monitoring or reviewing cameras for any potential issues, violations or possible crimes committed on Talavera property
- Advertising and setting up for any weekly events or giveaways
- Working with the District and Council for any current or potentially new contracted vendors or instructors

# Blank Tab

## **Talavera CDD Clubhouse Staff Job Descriptions**

**Clubhouse Manager:** Shall be employed as a full time, hourly position to oversee and supervise the amenity facilities. They are the onsite representative of the Consultant. The Clubhouse Manager shall have the responsibilities of overseeing all outside maintenance services, managing resident relations, coordinating with other outside entities as needed including the HOA, and interacting with the District's Board of Supervisors and District Manager. They will also be responsible for the design, promotion and implementation of all events programs and classes. These duties include scheduling, reservations, payment collection and staffing if needed.

**General Maintenance Staff:** Shall be employed as a part-time, hourly position to maintain the general maintenance, preventive maintenance and field operation duties of the District amenities.

### **RESPONSIBILITIES:**

The onsite personnel will be responsible for the following services, a detailed description of these services is provided below:

- Responsible for day-to-day operations, managing vendor contracts relating to the amenity facilities, development of standard operating policies and procedures.
- Check Resident access cards.
- Monitor the guest and visitor policies.
- Responsible for straightening deck furniture.
- Issue resident access cards.
- Enforce the rules and regulations of the facility.
- Empty trash receptacles.

### **CONTRACT FOR PROFESSIONAL AMENITY SERVICES TALAVERA COMMUNITY DEVELOPMENT DISTRICT**

**14**

- Restocking the paper products in the restroom if needed.
- Complete an incident log as needed.
- Design, promote and implement a calendar of events and activities.
- Notify residents of upcoming events, meetings and general information.
- Assist with marketing promotions.
- Display flexibility in handling after hour's emergency calls.
- Oversee workplace operations to maintain and improve effectiveness and efficiency.
- Serve as the on-site representative of the District to the residents.
- Work with assigned contractors to ensure quality service is provided to the community.
- Contact the District Manager with any maintenance issues.
- Maintain work order requests and maintenance journal.
- Conduct walk around inspections of the facility and all amenities.
- Manage private events calendar.
- Complete private event rental forms, security deposits and check-in/out documents.
- Attend Board and Committee meetings when requested.

**SPECIFIC SERVICES FOR THE HOMEOWNERS ASSOCIATION:**

- Assist Event Committee with community events.
- Assist HOA Manager with website.
- Assist with community newsletter.
- Assist with email communications to residents.
- Assist HOA manager with Architectural Review as needed. These duties should include but are not limited to, reviewing submission forms to make sure they are filled out properly and forwarding them to the association office. Taking minutes during Architectural Review meetings.
- Assists HOA manager with compliance matters as needed. These duties should include but are not limited to, taking photos and or spot checking a reported violation between normal inspections and reporting the findings to the HOA manager.
- Attend HOA meetings when requested.

**GENERAL MAINTIANCE:**

- Swimming Pool Deck: Blow off entire pool deck, arrange furniture, empty and clean all waste receptacles, adjust umbrellas, clean BBQ grill(s),
- Picnic Areas and Parks: Empty waste receptacles and pick up debris.
- Tennis, Basketball and Play Courts: Pick up any litter and empty waste receptacles.
- Control cobwebs around the Clubhouse.
- Check, repair, replace all lighting.
- Check conditions of roads, sidewalks and curbs.
- Parking Lot: Pick up litter, blow off debris.
- Check on all common area landscaping for debris, damage and report to the club manager.
- Cleaning the outdoor furniture.
- Touch up paint interior and exterior.
- Oversee the maintenance of the community park(s) and dock. Check playground equipment, empty receptacles and pick up debris.
- Check and assess street signs, monuments, and informational signs.
- Perform minor repairs to equipment and facilities as needed.

- 2/2 – Check/treat for ants/wasps
- 12/2 – Safety checks & blow debris around clubhouse/amenities
- 2/8 – Check/treat for ants/wasps
- 2/9 – Safety checks & blow debris around clubhouse/amenities
- 2/15 – Check/treat for ants/wasps
- 2/22 - Safety checks & blow debris around clubhouse/amenities
- 2/29 – Check/treat for ants/wasps

*[Safety/hazard checks would include but not limited to playground, basketball court, tennis courts & any outside district amenities]*

### **Pool & Pool Deck Checks**

- 2/2-2/30 – Daily cleaning of furniture, checking trash/trash bags & wipe down/clean all tables when needed. Checking for mold and weeds on the pool deck.

### **Vendor Services Performed And/Or Site Visits**

Had mulch laid down in the playground by Red Tree  
 Discovery Golf Cars serviced the golf car  
 Todd from Play Tampa Bay come out to assess swings for ordering  
 Three A/C Units Cleaned by Avalon Air  
 Suncoast Pools fixed leak for splash pad

### **Upcoming Events & Food Trucks**

Saturday, March 4th / Spring Fling  
 Monday, March 6th / National Oreo Cookie Day  
 Tuesday, March 7th / Spirit Meeting  
 Tuesday, March 7th / Coco's Latin Cuisine Food &  
 Mini Mouthful Food Truck  
 Friday, March 10th / Coffee and Donuts  
 Saturday, March 11th / Hot Off the Press JB's Sweet  
 Addiction Food Trucks  
 Sunday, March 12th / HOA Meet the Candidates  
 Wednesday, March 15th / CDD Meeting  
 Friday, March 17th / ST. Paddy's Day Party  
 Saturday, March 18th / Trivia  
 Monday, March 20th / HOA Board Meeting  
 Friday, March 24th / Coffee and Donuts  
 Saturday, March 25th / Community Garage Sale  
 Saturday, March 25th / March Birthday Bash  
 Tuesday, March 28th / ACC Meeting Online  
 Wednesday, March 29th / CEC Meeting

## **Resident Requests**

Due to the response from the community in support of our use of the amenity Center meeting room we would like for Mr. Lynn Hayes to put on the next Talavera CDD agenda a request for a minimum of Two round plastic tables that seat eight, a bingo game set with bingo sliding number cards and a minimum of two (12 count) domino sets to be to be kept on the amenity centers property purchased for the communities use.

Average cost of tables each (\$100-130..)

Bingo adult gaming set(\$35.00)

12 set domino set (\$15.00)

Thank you- Michele Kerrigan

## **Items for Board Review**

**[Last Updated: 34/2023]**

## Tab 8

# SOLITUDE

LAKE MANAGEMENT



## Talavera CDD Waterway Inspection Report

---

**Reason for Inspection:** Monthly required

**Inspection Date:** 2023-03-03

**Prepared for:**

Lynn Hayes  
Rizzetta & Company

**Prepared by:**

Nick Margo, Aquatic Biologist

Wesley Chapel Field Office  
[SOLITUDELAKEMANAGEMENT.COM](http://SOLITUDELAKEMANAGEMENT.COM)  
888.480.LAKE (5253)

TABLE OF CONTENTS

Pg

SITE ASSESSMENTS

PONDS360A,370,380 3

PONDS380B,400,410 4

PONDS420,430,510 5

PONDS 520 6

MANAGEMENT/COMMENTS SUMMARY 7

SITE MAP 8

360A

**Comments:**

Site looks good

The site is in good condition with no noted new nuisance, shoreline weed growth and good water clarity.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



370

**Comments:**

Site looks good

The site is in good condition with no noted new nuisance weed growth and a strong stand of native, beneficial Gulf Spikerush along the perimeter.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



380A

**Comments:**

Treatment in progress

The site was recently treated for algae and submersed weeds but may need a follow up application for better control.

**Action Required:**

Routine maintenance next visit

**Target:**

Submersed vegetation



380B

**Comments:**

Site looks good

The site's water level is receding but there is nothing new of note right now.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



400

**Comments:**

Site looks good

The water level has greatly receded but the site remains in good condition with minimal issues currently.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific



410

**Comments:**

Normal growth observed

A lot of the pennywort was treated but more is popping up as the water level recedes.

**Action Required:**

Routine maintenance next visit

**Target:**

Pennywort



**Site: 420****Comments:**

Site looks good

The site is in good condition with no noted nuisance, shoreline weeds and a few strong stands of native, beneficial Gulf Spikerush along the perimeter.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

**Site: 430****Comments:**

Site looks good

The site is almost completely dry with no nuisance weeds growing.

**Action Required:**

Routine maintenance next visit

**Target:**

Species non-specific

**Site: 510****Comments:**

Treatment in progress

The site is currently being treated for submersed slender spikerush and there is some seasonal pennywort growth along the perimeter.

**Action Required:**

Routine maintenance next visit

**Target:**

Pennywort



**Site:** 520**Comments:**

Treatment in progress

The site is currently being treated for submersed slender spikerush.

**Action Required:**

Routine maintenance next visit

**Target:**

Submersed vegetation

**Management Summary**

We have some submersed weed treatments going on for Slender Spikerush. Specifically in sites 380A, 510 & 520. We will keep an eye on them and reapply based on how the species responds to treatments.

410 has some new pennywort growth but it's pretty evident it's being treated and the water level falling so quickly would explain the new growth.

There we no other significant issues such as algae noted during the inspection.

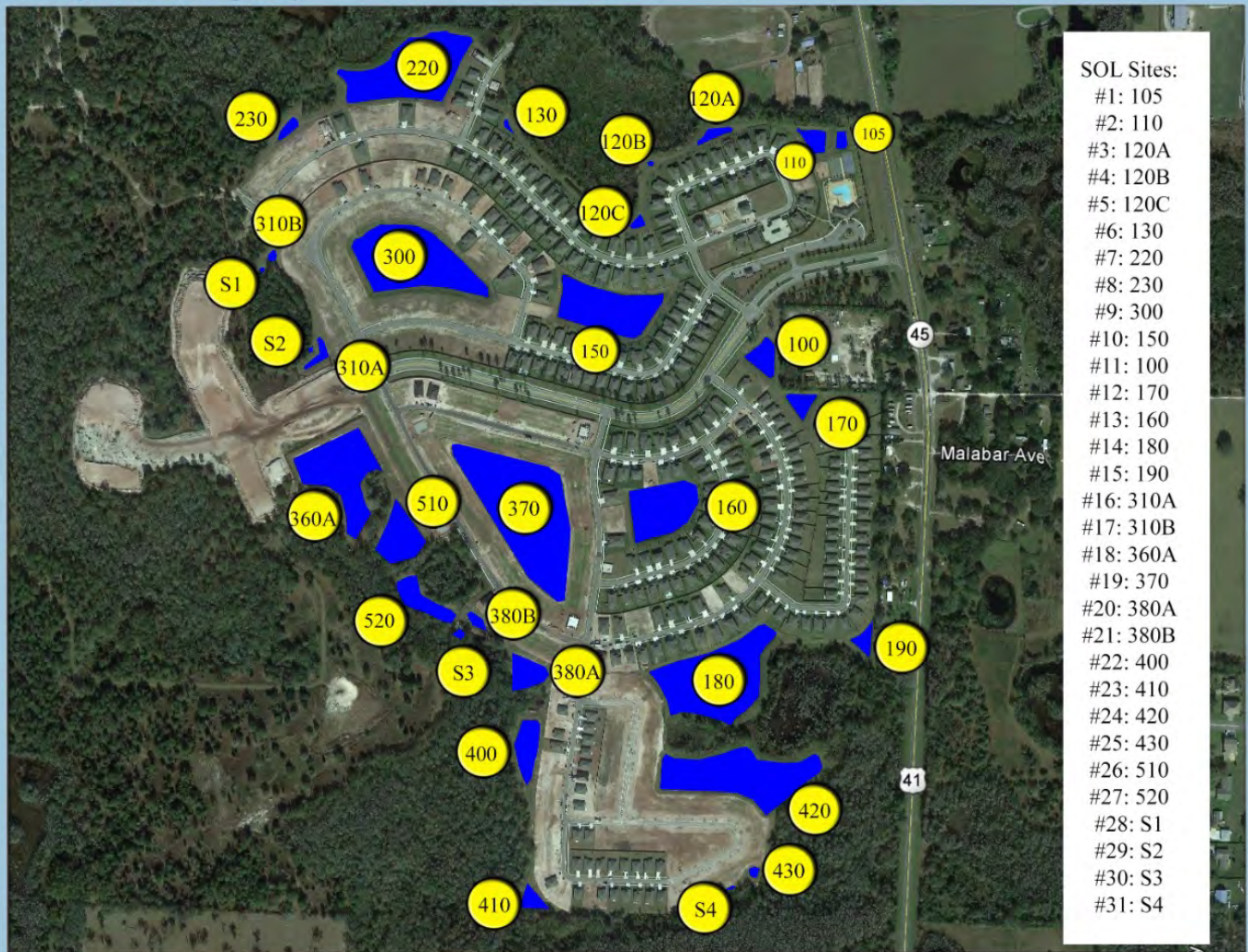
Thank You For Choosing SOLitude Lake Management.

Site	Comments	Target	Action Required
360A	Site looks good	Species non-specific	Routine maintenance next visit
370	Site looks good	Species non-specific	Routine maintenance next visit
380A	Treatment in progress	Submersed vegetation	Routine maintenance next visit
380B	Site looks good	Species non-specific	Routine maintenance next visit
400	Site looks good	Species non-specific	Routine maintenance next visit
410	Normal growth observed	Pennywort	Routine maintenance next visit
420	Site looks good	Species non-specific	Routine maintenance next visit
430	Site looks good	Species non-specific	Routine maintenance next visit
510	Treatment in progress	Pennywort	Routine maintenance next visit
520	Treatment in progress	Submersed vegetation	Routine maintenance next visit

**SOLITUDE**  
LAKE MANAGEMENT  
A Rentokil Company  
Restoring Balance. Enhancing Beauty.

## Talavera CDD Spring Hill, Florida

Call 888.480.LAKE



## **Tab 9**

## Service Agreement

**Customer: Talavera CDD**

**Date: 03/03/2023**

**Location: Spring Hill, FL**

**Contractor: Suncoast Spotless, LLC dba Office Pride of Tampa - Clearwater**

### **I. Contractor Responsibility**

- a. Contractor agrees to provide all services as described on the attached Cleaning Specifications sheet.
- b. Contractor agrees to provide all labor, equipment and cleaning supplies.
- c. Contractor agrees to provide service 2 time(s) per week during regular business hours.
- d. Contractor agrees to clean on the following days: **Tuesday's & Friday's. May - October**

### **II. Customer Responsibility**

- a. Customer agrees to provide adequate secured storage facilities for contractor's equipment and supplies.
- b. Customer agrees to provide adequate water and electrical facilities for use of contractor.
- c. Customer agrees to provide three sets of keys and/or access code contractor's use.
- d. Customer to furnish all trash bags, paper products and soap. If client requests, contractor can provide and deliver these items for a competitive price.
- e. Customer agrees to provide adequate trash disposal facilities.
- f. Customer agrees not to employ or seek to employ any contractor employee or franchisee assigned to service client facilities during term of this agreement and for a period of three months following termination of this agreement unless given written permission by contractor. Failure to honor this agreement will result in a fee equal to a three times multiple of the monthly rate, due immediately upon receipt of invoice from contractor.
- g. Customer agrees that contractor is not responsible for cleaning any blood spills and that blood spills will be cleaned upon occurrence by client's staff.
- h. Customer agrees this contract may be serviced by the contractor's in-house janitorial service or by an assigned franchise location which meets all the requirements set forth in this contract.

### **III. Insurance Coverages**

- a. Contractor agrees to keep in force during term of this agreement the following insurance coverage:
  - Workers' compensation (Policy limits per state statute).
  - Comprehensive General Liability (\$1,000,000 per occurrence).
  - \$10,000 Fidelity Bond for all employees.

**IV. Period of Agreement**

- a. Service will commence the 1st day of May, **2023** and continue for a period of 1 year(s) or until canceled by thirty (30) days written notice by either party. Contract will automatically renew at end of time period specified above unless notice is given by either party. Pricing may increase annually as market conditions change and regular costs of doing business warrant annual increases. Increases will be communicated with at least 30 days' notice of the increase effective date.
- b.

**V. Changes in Specifications or Frequencies**

- a. Customer and contractor agree that specifications, frequencies or work assignments may be altered at any time by written notice. Contractor and customer will negotiate to determine cost of service changes.

**VI. Cost of Service**

- a. Customer agrees to pay contractor the sum of \$898.46 plus Florida sales tax per month for service 2 time(s) per week. Invoice will be sent to client on or around the 1st of same month service is performed and payment is due upon receipt of invoice. Customer understands pricing is subject to change if costs of products, tools or labor increase.
- b. Payment via ACH or EFT is preferred. Office Pride does not assume costs relating to customer payment and invoice processing. Customer agrees to pay any third-party invoicing portal or payment disbursement company that is utilized by the customer and said services incur an expense or fee to Office Pride, said costs will be reverted to the customer and added to the quoted price.
- c. Unless noted, customer agrees that the following services are separate from this contract and can be quoted upon request:

- "Extra" cleaning tasks not covered in the attached cleaning specifications..... \$45.00 per hour
- Callouts & Disinfection Services ..... \$175.00 per visit  
Plus \$45.00 per hour after the first hour

VII. Cleaning Specifications

- a. Unless otherwise agreed upon in writing, contractor agrees to provide the following Cleaning Specifications based on the frequencies in the locations outlined below:

**TWO TIMES PER WEEK**

- Clean and sanitize toilets and urinals.
- Clean and sanitize sinks and counter tops and mirrors in restrooms.
- Clean and sanitize diaper changing stations.
- Clean and sanitize handrails, paper towel dispensers and light switches.
- Replenish soap in soap dispensers.
- Replenish paper towels and toilet tissue.
- Empty trash cans, change out trash bag liners (in restrooms and on pool deck).
- Mop floors with clean mop and industrial quality cleaning product
- Clean and sanitize water fountains.
- Straighten and wipe down all pool furniture.
- Pick up trash on pool deck and areas within the fenced pool area – place any orphan items that are in good condition in the Lost and Found basket.
- Pick up trash around playground and park.
- Notify manager of issues noticed (vandalism, broken items, plumbing issues, etc.)

**ONE TIME PER WEEK**

- Wipe down restroom stall sections and doors with disinfectant.
- Clean restroom doors.
- Wipe down windowsills.
- Dust, damp wipe/disinfect surfaces in meeting/amenity rooms and offices. Sweep mop and/or vacuum floors as needed.
- Clean and sanitize trash can receptacles.
- Clean spider webs, cocoons, wasp & mud dauber nests from overhangs, ceiling of cabana, restrooms, windows, and pool furniture, dust light fixtures, wipe if needed.
- Check light fixtures for light bulbs; replace as needed.
- Clean pool deck, remove/pick up all dirt leaves (If using a water hose or blower, direct spray/blow away from the pool.)
- Straighten the supply storage area and clean and reorder supplies as needed.

**MONTHLY**

- Clean ceiling fan blades.
- Clean interior windows.

Customer: **Talavera CDD**

Location: **Spring Hill, FL**

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Office Pride: **Suncoast Spotless, LLC dba Office Pride of Tampa - Clearwater**

Signed By: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_