



**THE MEADOWS AT  
WORLD GOLF VILLAGE  
HOMEOWNERS ASSOCIATION**

**RULES AND REGULATIONS**

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## **100. INTRODUCTION**

### **101. Preservation of Beauty and Quality of Life in the Community**

Rules and Regulations have been established to preserve the look and quality of life at The Meadows, protect property values and assure pleasant and harmonious living for all residents and their guests. These Rules and Regulations are based on, and supplemental to, the Declaration of Covenants, Conditions, Restrictions and Easements and Governing Documents of The Meadows at Saint John's Owners Association, Inc. ("The Meadows" or the "Association").

### **102. Deed-Restricted Residential Community**

The Meadows is a deed-restricted residential community. Deed restrictions are legally binding covenants, often referred to as Covenants, Conditions, and Restrictions (CC&Rs), and are filed with real property records. Being a deed-restricted community means that there are certain rules and restrictions that all homeowners agree to abide by at the time they purchase their home. Generally, the regulations are common-sense rules designed to enhance and protect the value, attractiveness and desirability of the subdivision.

### **103. Governing Documents**

The Governing Documents include, but are not limited to, (a) Florida Statute Chapter 720; (hereafter referred to as 'Florida Statutes'), (b) Declaration of Covenants, Conditions, Restrictions and Easements for The Meadows at Saint Johns (hereafter referred to as 'Covenants'), (c) Articles of Incorporation, and (d) By-Laws of The Meadows at Saint Johns Owners' Association, Inc. (hereafter referred to as 'By-Laws').

The governing documents are binding upon all homeowners, residents, and, if applicable, their tenants and their guests; and should be fully understood by all.

#### **104. Establishment of Association Rules and Regulations**

Article IV (4.1.2) of the Covenants and Article III (B.1) of the By-Laws provides for the Board of Directors to adopt rules, regulations and policies. Article V (5.1) of the Covenants and Article III (B.8) of the By-Laws specifies the Enforcement procedure for violations. All Owners, as well as residents, renters, guests and invitees shall be subject to and held responsible for compliance with the Covenants, Articles of Incorporation, Bylaws and these and all future Association Rules and Regulations.

#### **105. Amendments to Association Rules and Regulations**

The Rules and Regulations outlined in these documents have been established and approved by the Board of Directors ('BOD') of the Homeowners' Association ('HOA'), and are enforced by the Association.

The BOD may, from time to time in accordance with the governing documents, in any open meeting amend, revise, or restate the Association Rules and Regulations with a majority vote from the Board.

When the Board desires to make changes to the Rules and Regulations, notice of the meeting at which the vote will be held must be delivered to all owners at least 14 days before the meeting. Should the Board make changes to the above, it shall deliver to all members a copy within 30 days of the effective date the change.

However, if a copy of the proposed change is provided to the members before they vote on the change and the proposed change is not changed before the vote, the Association, in lieu of providing a copy of the change, may provide notice to the members that the change was adopted and that a copy of the change is available at no charge to the member upon written request to the Association.

Generally, the rules and regulations are common-sense rules designed to enhance and protect the value, attractiveness and desirability of the community. Any part of Rules and Regulations that do not comply with Covenants or Federal, State, and Local law shall not be enforceable.

## **200. RULES AND REGULATIONS**

### **201. Compliance**

201.1 All Owners, as well as residents, renters, guests and invitees shall be subject to and held responsible for compliance with the Declaration of Covenants and Restrictions, Articles of Incorporation, Bylaws of the Association and these and all future Rules and Regulations.

201.2 In the event of non-compliance (violation), the Board of Directors will take action against the homeowner as provided in the Declaration of Covenants and in the "Enforcement of Rules and Regulations/Violation Notices/Fines". Any expenses incurred on behalf of the association will be billed to the homeowner.

### **202. Common Areas**

202.1 Homeowners and their guests using any common areas shall remove any trash or debris that they generate.

202.2 Radios and music devices shall be set to a volume that does not disturb others in the area.

202.3 Boating, swimming, wading or playing in any of the ponds or lakes is forbidden.

### **203. Conservation Areas**

203.1 Areas designated "Conservation Areas" or "Tree Preservation Areas" or "Wetland Areas" on the recorded plats and owner's lot survey are protected areas under federal, state, and/or local regulations.

203.2 Conservation Areas should not be entered into and must not be disturbed in any way.

### **204. Property Appearance**

204.1 Items (such as toys, bikes, gardening equipment, shop/maintenance equipment, etc.) must be stored out of sight and may not be stored (left unused) in front or side yards.

204.2 Commercial vehicles, trailers, recreational vehicles, campers, motorhomes, boats, personal watercraft, etc. shall not be placed on the Lot, except within a building garage or otherwise screened to be totally isolated and screened from public view.

## **205. Property Maintenance**

205.1 Paint and stain must be maintained and kept in good repair with no peeling, chipping, cracking or discoloration on the trim or siding.

205.2 Roofing must be without visible signs of damage or deterioration

205.3 The Covenants require the property to be free of any debris.

## **206. Exterior Maintenance and Enhancement**

206.1 For the protection of all homeowners and to maintain property values, each lot owner shall maintain his or her house and all landscaping and improvements in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants.

206.2 Each homeowner is responsible for the maintenance of the exterior of their home and lot. Maintenance includes the repair, replacement, and remediation of, but is not limited to, exterior painting, roof system, siding, light fixtures, exterior building surfaces, gutters, mailboxes, mailbox posts, yard clean up, walks and driveways, trees, shrubs, lawns and plantings.

206.3 If an owner does not maintain the property in a reasonable manner, the Association may provide maintenance to any home or lot requiring same, when necessary, in the opinion of the Association's Board of Directors to preserve the beauty, quality or value of any of the property. Such maintenance shall include, but not be limited to painting, roof repair and replacement, repair of rain gutters, down spouts, exterior building surfaces and yard clean up and maintenance.

206.4 Each affected homeowner shall have fifteen (15) days to perform the required maintenance after being notified; in

writing by the Association that such maintenance is necessary before the Association undertakes the remedial maintenance.

206.5 The actual cost of remedial maintenance undertaken by the Association plus twenty percent (20%) of the cost of performing the maintenance shall be a lot assessment against the homeowner of the lot upon which such maintenance is performed. Any such assessment shall be lien upon the lot assessed and the personal obligation of the owner of the lot and shall become due and payable, together with interest, late fees, attorney's fees and costs of collection.

206.6 The Association's Board of Directors and the Architectural Review Committee (ARC) are responsible for establishing standards and guidelines to assure a pleasing and consistent appearance for the neighborhood.

(a) The Architectural Standards and Guidelines are posted on our website: [www.themeadowswgv.com](http://www.themeadowswgv.com)

206.7 Before any major exterior project is undertaken, the ARC should be consulted to determine if approval is required for the project.

206.8 Some limited examples where approval is needed are: house painting, driveway resurfacing or expansion, landscaping that includes tree/shrub/lawn addition or removal, fencing, patios, porches/lanais and installation of playsets

206.9 An owner will be subject to a fine if a project is started without proper ARC review request and approval.

## **207. General Landscaping Maintenance**

207.1 For the protection of all homeowners and to maintain property values, each lot owner shall maintain his or her house and all landscaping and improvements in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants.

207.2 Front, back, and side yards on all lots must have established and maintained landscaping that presents an attractive appearance for the property.



- 207.3 Each homeowner is responsible for ensuring the front, side, and back yards are maintained on a consistent basis, including mowing, edging, weeding, seeding, pruning, mulching, blowing of grass, raking, picking up of trash and debris, and removing sources that can unintentionally support mosquitoes. Lawns are to be kept watered and fertilized so as to be green and healthy. Lawn height shall not exceed eight inches.
- 207.4 Grass clippings and other yard waste shall not be deposited or otherwise dumped on any open lot or the Common Area.
- 207.5 Trees and other landscaping are to be kept neatly trimmed and managed and not allowed to become overgrown. Trees and/or shrubs must be trimmed so as not to encroach on any Common Area property. Excessive dropping of seeds, berries, and/or fruit in a neighbor's yard or the Common Areas is not permitted.
- 207.6 Trees, hedges, and shrubs that restrict vehicular sight lines are not allowed. In the event that existing vegetation obstructs sight lines or the view from adjoining properties, cutting or removal will be required.
- 207.7 All homeowners are responsible for keeping sidewalks clear of trees and shrubs. The standard is no encroachment by plants beyond the edge of the concrete sidewalks or streets and a minimum of seven-foot clearance under overhanging limbs.
- 207.8 The following landscaping materials are not permitted: painted concrete and plastic plants. In addition, non-plant materials may not be used as a substitute for a lawn.
- 207.9 Alternate landscaping in compliance with "Florida-Friendly Landscaping"<sup>TM</sup>(Florida Statutes Section 373.185(1)(b)) may be established on the lot only after coordinating with and obtaining authorization from the Architectural Review Committee (ARC) to ensure the

landscaping complies with the aesthetic standards, related to landscaping, of the community.

- 207.10 Water-based decorative items shall be maintained on a regular basis so as not to become a breeding ground for mosquitoes and other insects.
- 207.11 Rain barrels and other items that intentionally collect water shall be modified and maintained to prevent mosquitoes from laying eggs on or near the water.
- 207.12 Items that do not intentionally collect water, such as discarded cans and bottles, shall either be properly disposed of or emptied of the water in the containers to reduce mosquito breeding.
- 207.13 All dead plants or trees shall be removed and replaced as needed. Weeds must be removed and bare areas replanted.
- 207.14 All areas subject to soil erosion from natural rainfall or sprinkler irrigation require adequate foliage and drainage. The grading throughout The Meadows at World Golf Village is designed to promote proper drainage and may not be changed. Each homeowner must maintain the correct grading of lots so that water drainage does not flow onto adjoining properties, or the Common Areas, and does not prevent off-flow from the same.
- 207.15 Hoses and hose reels shall be placed in an area least visible from the street whenever possible and shall be kept neat at all times. Gardening and lawn care equipment is to be stored in the garage, shed, or backyard in a manner that limits public view.
- 207.16 No one may trim or alter any Association-owned landscaping without the prior approval of the Board of Directors or the Association President.

## **208. Lawn Maintenance**

- 208.1 Lawns must be kept healthy, green and reasonably free of noxious weeds through adequate irrigation, manual lawn care, and/or chemical treatments at all times unless otherwise directed due to government imposed watering and/or other restrictions. If front lawns are more than 25% inadequate a fine may be imposed.
- 208.2 Bare patches in lawns must be repaired with the same, or similar, seed or sod in a prompt manner.
- 208.3 Lawns must be kept mowed and edged on a regular basis with grass not to exceed eight inches in height.
- 208.4 All grass clippings or other yard waste must be removed from sidewalk and driveway areas after mowing or other yard work.
- 208.5 Yard waste bags may not be placed on the curb for pickup until the three (3) day prior to the regularly scheduled collection day. (Saturday for the Monday or Tuesday pick)
- 208.6 Sidewalks, curbs and driveways must be edged and any invasive grass treated with chemicals or otherwise removed to maintain a neat appearance.
- 208.7 Flower, Planters, and/or Garden beds must be maintained and kept reasonably free of noxious weeds and non-ornamental grasses. Additionally, beds must be maintained in a neat and distinctive appearance separate from the remainder of the lawn.

## **209. Lack of Quiet Enjoyment (Nuisance)**

- 209.1 No illegal, noxious, offensive, unsafe activity shall be permitted on an part of the Property, nor shall anything be permitted or done which in the judgment of the Board of Directors might reasonably be considered as annoying to neighbors of ordinary sensibilities, or might be reasonably calculated to reduce the desirability of the property for quality

of living, nor shall any activity intended as a harassment of any owner shall be permitted.

209.2 Violation of any order of the State of Florida, any state agency, or political subdivision, or any municipal ordinance or state law shall be deemed a nuisance and subject to enforcement as provided herein.

209.3 No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside on any part of the Property or any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

## **210. Property Usage Constraints**

210.1 The Covenants require prior written ARC approval for any and all external improvements to your home.

210.2 Converting a front flower bed to a seating area must receive ARC approval prior to beginning of construction

210.3 The placement of tables and chairs within a front flower bed is prohibited.

210.4 The permanent placement of tables and chairs or a sitting area in the front lawn is prohibited.

210.5 Air conditioning unit utilizing through-the-wall placement and mounting is prohibited

210.6 All room additions and screen enclosures must receive ARC approval prior to beginning of construction.

210.7 All fountains, sculptures, large lawn statues and large garden ornaments (visible from the street, front of the house or by a neighbor) must receive ARC approval prior to installation or placement on any lot.

210.8 No outdoor furniture can be stored in the front or side yards on a continuous basis.

210.9 Decorative benches are allowed at the front entrance or front porch of the home.

- 210.10 Bird feeders must be placed in the area of the back-yard only.
- 210.11 Vegetable gardens are allowed in backyards only.
- 210.12 Clothesline, clothes hanging devices, or clothing hung, dried, or aired are permitted only when placed in the backyard and NOT visible at any time from any street.
- 210.13 All screen doors and storm doors require ARC approval prior to installing a new or non-duplicate replacement.
- 210.14 Garden hoses, hose reels and hose racks where the hose is visible may be placed in an area with it is least visible from the street within the side or back yards without ARC approval. Any other proposed visible hose placement requires ARC approval.
- 210.15 Planting in the original and/or preexisting flowerbeds does not need ARC approval.
- 210.16 The maximum height of any shrub, hedge, or vegetation on the lot, that is not a tree, is six (6) feet. All planting must be routinely trimmed to not exceed the maximum height.
- 210.18 If there is any question if the addition, modification, alteration, removal, or improvement to your property requires Architectural Review Committee review or prior approval, please submit your inquiry to the association by email to [info@meadowswgv.com](mailto:info@meadowswgv.com) and it will be forwarded to the ARC for their feedback.

## **211. Animals**

- 211.1 Pets must be on a leash when outside of the home unless the animal is in a fenced back yard.
- 211.2 If your pet, or any other animal in your possession, defecates on any property, other than your own, you shall remove and dispose of the feces properly.
- 211.3 Remove and properly dispose of animal feces on your property, as it becomes offensive to your neighbors and causes unsanitary conditions.

- 211.4 It is unlawful for an owner of an animal or any person in control of an animal to allow the animal(s) to bark, meow, whine, howl, or make other sounds common to the species, persistently or continuously for a period of 30 minutes or longer.
- 211.5 No animal(s) shall be kept on the property for commercial or breeding purposes.
- 211.6 No more than 2 animals may be kept on the property, without written BOD consent.
- 211.7 If any animal becomes dangerous, a nuisance, or destructive, the BOD reserves the right to require removal of the animal.
- 211.8 Cats must be kept inside, always, unless in a crate or on a leash.
- 211.9 Birds and rabbits must be in cages always.
- 211.10 If you feel threatened by an animal, contact Saint Johns County Animal Control: 904-209-0655 or 877-475-2468 or <http://www.sjcfl.us/AnimalControl/index.aspx>

## **212. Commercial Vehicles**

- 212.1 No commercial vehicles of any type may be kept or parked in front of residential structures including driveway and roadway, unless providing a pickup or delivery service to that residential location.
- 212.2 Any vehicle providing a pickup or delivery service may be parked only during the times necessary for the pickup or delivery and solely for the purpose of such service.
- 212.3 Any commercial vehicle kept or parked must be completely screened inside a garage, covered and concealed from view from any adjacent Lot or roadway.

### **212.4 Commercial Vehicles Parking Exemptions**

- 212.4.1 A commercial vehicle in regular use by a resident of the residence, may be parked in the driveway of a residential property but only if the commercial vehicle meets the length and height restrictions of a passenger motor vehicle, 20 feet

or less in length and 7 feet or less in height, and shall be able to fit into the garage of the residence..

212.4.2 Emergency vehicles are not considered commercial vehicles.

212.4.3 Vehicles belonging to or used by a contractor employed by a lot owner or an agent of the lot owner for a specific repair, renovation, or improvement to the lot or buildings thereon, are allowed to stop/park in the driveway during working hours of such repair or renovation.

212.4.4 Overnight parking of contractor construction commercial vehicles or trailers or dumpster will only be allowed in the driveway of the home under renovation, during or in preparation of renovation, and not on the street, common areas or adjacent property and cannot block any portion of the sidewalk. The HOA needs to be notified of any contractor construction/commercial vehicle or dumpster will be parked at a home site for a period of more than 3 days, or if the vehicle or dumpster will be on site over a weekend.

## 212.5 **Non-Compliant Parking of a Commercial Vehicle**

212.5.1 Each day a commercial vehicle of any type is kept or parked in front of residential structures, unless providing a pickup or delivery service to that residential location, shall be classified as a non-continuing violation.

212.5.2 The Association may assess fines for the non-continuing violation upon applicable owner of the Lot having a relationship with the operator of the commercial vehicle. (i.e., self, household resident, tenant, guest, visitor).

212.5.31 The owner of the Lot and/or the commercial vehicle shall be given a one-time notice that a provision of these rules are being violated and shall indicate a deadline period in which to immediately correct the violation.

212.5.4 If the is violation is not corrected or reoccurs within a twelve (12) month period after the one-time notice deadline period expires, the Association may impose and assess the non-

continuing violation on any owner of The Lot starting immediately after the notice deadline period expires.

212.6 The following definitions of a vehicle apply to this section:

**(a) Private Automobile**

- i. Private automobile is a "domestic vehicle."
- ii. Domestic vehicle is a passenger motor vehicle where the vehicle must be 20 feet or less in overall length and 7 feet or less in overall height.

**(b) Commercial Vehicle**

- i. Non-private automobile is a "commercial vehicle."
- ii. Commercial vehicle is any vehicle and/or equipment not contained within the definition of domestic equipment that is designed or used for commercial or industrial function.
- iii. Commercial vehicle is any vehicle that is self-propelled or towed for use on the highways that is:
  - a. designed or used to transport passengers for compensation, or
  - b. used to transport more than 15 passengers, including the driver, and is not used to transport passengers for compensation, or
  - c. used in transporting material found by the Secretary of Transportation to be hazardous; or
  - d. configured to give the impression to neighbors of ordinary sensibilities that the vehicle is used for transporting passengers for compensation, or that it is transporting materials designated as hazardous; or
  - e. has an overall length of more than 20 feet; or
  - f. has an overall height of more than 7 feet.



### **213. Driveways/Sidewalks**

- 213.1 Driveway painting is prohibited.
- 213.2 Large cracks (greater than 0.5 inches) must be repaired.
- 213.3 Rust stains must be removed.
- 213.4 No shed, trailer, mobile home, tent, or boats may be stored in the driveway, or any other location on a residential lot which may be visible from the street or any other residential lot.
- 213.5 The ARC must approve driveway extensions and widenings.
- 213.6 Sidewalks cannot be altered, changed, tiled or re-paved.
- 213.7 Sidewalks cannot be obstructed; pedestrians have the right to walk across any sidewalk owned by the county.
- 213.8 The section of the sidewalk that is part of your driveway, should be left clear of vehicles.

### **214. Exterior Lights**

- 214.1 All new exterior lighting must be specifically approved by the Architectural Review Committee. This includes lampposts and security floodlights.
- 214.2 The replacement of any exterior light fixture or lamppost with a style different other than original installed requires Architectural Review Committee approval.
- 214.3 The placement and direction of security floodlights must ensure that it not to cause a nuisance to other neighbors.
- 214.4 The focused beam of all lights must be aimed or shaded in such a manner that direct or reflected light beam does not shine past the homeowner's property line.
- 214.5 Walkway lighting, either low voltage or solar powered, producing white or clear illumination can be installed without ARC approval.

### **215. Flags**

- 215.1 The Architectural Review Committee and the Board of Directors retain the rights of review and final approval over all flags displayed within the Meadows community.

215.2 Unless otherwise specified in the Architectural Guidelines, Homeowners are required to submit an Architectural Review Request prior to display, placement, and installation of flag(s). The request must be accompanied with supporting documentation that notate where and how the flag will be displayed/installed in the yard and an image of the flag(s) to be displayed.

## **216. Garage Sales**

216.1 Residents are limited to two (2) garage sales per year per Lot plus the Association organized Community Yard/Garage Sales each year.

216.2 Garage sales will be permitted only on Thursday, Friday, and Saturday.

216.3 Sales may open no earlier than 8:00 AM and must close by 6:00 PM.

216.4 One sign advertising the garage sale will be allowed at the entrance to The Meadows.

216.5 Such sign cannot be placed earlier than 7:00 AM on the first day of the sale and must be removed by 8:00 PM following the end of the sale.

216.6 Signs must be no more than 2 feet high by 3 feet wide.

216.7 No food or beverages shall be sold at the owner's Lot during a garage sale.

## **217. Home-Based Business**

217.1 A home-based business, upon formal notification to the association and receiving notification of its acceptance from the association, may operate, in whole or in part, from a residential property within The Meadows at World Golf Village when it meets and while it complies with the following criteria:

- (a) The activities of the home-based business are secondary to the property's use as a residential dwelling.

- (b) As viewed from the street, the use of the residential property is consistent with the uses of the residential areas that surround the property.
- (c) Parking generated by the business activities of the home-based business may not be greater in volume than would normally be expected at a similar residence where no business is conducted.
- (d) The employees of the business who work at the residential dwelling must also reside in the residential dwelling.
- (e) Vehicles and trailers used in connection with the business activities of the home-based business must be parked in legal parking spaces that are not located within the right-of-way, on or over a sidewalk, or on any unimproved surfaces at the residence.
- (f) Incidental business uses and activities, directly related to the home-based business, may be conducted at the residential property.
- (g) The business activities comply with any relevant local or state regulations with respect to signage and equipment or processes that create noise, vibration, heat, smoke, dust, glare, fumes, or noxious odors in an area zoned for residential use.
- (h) All business activities comply with any relevant local, state, and federal regulations with respect to the use, storage, or disposal of any corrosive, combustible, or other hazardous or flammable materials or liquids in an area zoned for residential use.
- (i) All business activities shall be consistent with the characteristics of the community, and not disrupt the peace and safety of community, and not be a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood.

217.2 The formal notification of the home-based business to the association will utilize the form provided by the association, be

signed by both the homeowner and the operator of the home-based business, and be submitted to the address on the form.

217.3 The association will respond within 10 business days of the receipt of the home-based business notification form with either a notice of formal acceptance or a request to resubmit the form with clarification and additional information.

## **218. Landscaping Near Utility Easements and Equipment Boxes**

218.1 Plant of annual, perianal, or shrubs near underground utility easements or around utility equipment boxes does not require prior approval of the ARC as long as the planting does not alter the character of the yard that planting is placed

218.2 Any landscaping around utility equipment boxes and near underground utility easements must conform to guidelines and restrictions set by the utility company.

218.3 Placement of landscape must provide unrestricted access to the utility boxes and the underground utility easements.

218.4 Care must be taken when placing flowering plants in landscape near utility equipment boxes or mailboxes as the flowers can attract bees and other sting insects that can endanger the personnel of the utility and the post office.

## **219. Outdoor Equipment**

219.1 Play structures, either permanent or temporary, are prohibited in front yards.

219.2 Play structures in the back yard should not be visible from the street.

219.3 No playhouse or structure are permitted to be placed within 12 feet from the side and rear lot lines.

219.4 All play structures must be approved by the ARC prior to installation and will be subject review for placement, height and color.

219.5 Tree houses and permanent basketball goals are prohibited.

219.6 Basketball backboards and hoops may be placed in driveways but due to safety concerns will not be allowed to face the street.

219.7 When chairs, tables, equipment, tents or other objects placed on a common area property for an approved event, all of the items shall be removed at the end of each day

219.8 Children's outdoor inflatable bouncer unit may be placed in the front yard for a special event for a one-time duration not to exceed two (2) days. The temporary unit when inflated may not be within 15 feet of the side lot line and not within 15 feet of the edge of the curb at the road.

## **220. Political Campaign Sign Display**

220.1 Political campaign yard signs of a temporary nature, advocating the election of one or more political candidates or the sponsorship of a political party, issue, ballot measure, or proposal, may be erected upon a Lot by the Owner of such Lot, provided that such signs shall not be erected more than thirty (30) days in advance of the start of election early voting to which they pertain and shall be removed within five (5) days after such election.

220.2 Signs must be not more than six (6) square feet in area, with a maximum height of four (4) feet when posted in the ground of a Lot, must be of professional quality and design, and shall not obstruct the line of sight for any traffic.

220.3 The number of signs per Lot must not exceed the number allowed by Saint Johns County Sign Ordinance – Campaign Signs.

220.4 No signs can be placed on common areas or grounds.

220.5 No signs are allowed on utility boxes, trees, or in the right-of-way, median, or other public property.

## **221. Residence Property Sale/Transfer**

221.1 If a home is pending a sale, any violations must be cured prior to Closing.

(a) It is the seller's/seller's agent's responsibility to address these issues.

(b) If a sale closes with the violation still active, the new owner must bring the property into compliance.

221.2 One "FOR SALE" sign may be placed on the Homeowner's property.

(a) No "FOR SALE" signs may not be placed in the Common Areas.

(b) All signs must comply with the Governing Documents and Architectural Guidelines.

221.3 Sales agents must request an Estoppel from the Association

221.4 It is the responsibility of the seller/seller's agent and/or the buyer/buyer's agent to supply the buyer(s) with the copies of the governing documents of the Association, Architectural Guidelines and these Rules and Regulations.

221.5 It is the responsibility of the departing resident of the property to call the County for any bulk pick-ups after their move-out.

## **222. Seasonal Holiday Decorations**

222.1 Holiday decorations tastefully displayed in compliance with this section do not require ARC approval.

222.2 Seasonal/holiday flags, decor and lights for nationally recognized holidays may be displayed and/or lighted up to one (1) month prior and must be removed no later than one (1) week after the holiday.

222.3 The Winter holiday season, typically referred to as the Christmas holiday, may have the only exception for the "no later than removal date" with a date of one (1) week after the American New Year.

222.4 Seasonal home and yard ornamentation must be tasteful and in harmony with the natural surroundings of the home and not alter the character of the community.

## **223. Signs**

- 223.1 The Architectural Review Committee and the Board of Directors retain the right of final approval and review over all signage within the Meadows community.
- 223.2 No handmade signs will be allowed within the Meadows.
- 223.3 No signs promoting a position or as an advertisement are permitted to be display in windows
- 223.4 No commercial advertising signs are allowed on property or in windows.
- 223.5 One professionally prepared reusable commercial yard sign of the agent, agency or contact indicating 'For Sale' or 'For Rent' is allowed on the front lawn that meets one of the following conditions:
- (a) An HOA approved 12 inch by 12 inch 'For Sale' or 'For Rent' sign with a wood post which is the preferred method of the HOA and World Golf Village communities.
  - (b) A sign of a size not exceeding 18 inch by 24 inch customarily used by agent or contact for listings in other communities with St Johns county
- 223.6 Open house signs are permitted, in addition to directional signs, during the hours of the open house without ARC approval.
- 223.7 One Yard Sale sign at the entrance, and directional signs are permitted on the day of the sale without ARC approval.
- 223.8 Temporary vendor\contractor signs are permitted in the front yard of the home where service is rendered but must be removed after 14 days from the date of final construction or completion of service provided.
- 223.9 Temporary lawn treatment signs are required by law but must be removed within 3 days of application of chemicals to the yard.

## **224. Surveillance Equipment**

- 224.1 Homeowners may install surveillance cameras and/or audio equipment without ARC approval
- 224.2 Homeowners are prohibited from directing any surveillance cameras and/or audio equipment to any interior portion of a neighbors' home.
- 224.3 All attempts must be made to respect neighbors' right to privacy from surveillance equipment on their own property.

## **225. Temporary Special Events Structures**

- 225.1 Temporary event structures, such as canopies, tents and inflatable play structures are permitted when erected in the back yard of a residence for a duration maximum of 72 hours. Temporary event structures in the front or side yards of a residence are never permitted.

## **226. Trash, Recycling, and Yard Waste Pickup**

- 226.1 Collection Days:
  - (a) Trash: Monday
  - (b) Recycle: Tuesday
  - (c) Yard Waste: Tuesday
- 226.2 Information about Recycling and Solid Waste can be found at <https://www.sjcfl.us/SolidWaste/index.aspx>
- 226.3 Contact the county if your pick-up was missed or if you have bulk items.
- 226.4 No trash, rubbish, debris, waste material, etc. should be deposited or allowed to accumulate on any part of the property.

## **227. Trash, and Recycling Bins**

- 227.1. Trash and recycling receptacles shall be placed curbside no earlier than 5 PM the day prior to the collection day and the emptied receptacle must be removed by end of the day of collection.



227.2 Trash and recycling receptacles outside, other than at curbside, shall not be visible from public view. The ARC approved fencing and/or the landscaping may screen the view of the trash and recycling receptacles outside and screening shall not be placed closer than five (5) feet from the front corner of the house.

227.3 The homeowners are allowed to store trash and recycling receptacles outside by means of an ARC approved enclosure structure that is enclosed on all sides and top.

## 228. Tree Removal

228.1 **No living trees** with a diameter of six (6) inches or more, when measured at a height of five (5) feet above the natural grade, and **no living live oak tree** of any diameter with a height of at least twelve (12) feet may be removed, cut down, or destroyed without the prior approval of the Architectural Review Committee, except if the tree poses an immediate danger to life or property.

228.2. This tree removal prohibition does not prohibit the usual and customary pruning or trimming of trees that is done in a manner not to kill or destroy the tree.

228.3. The owner must use reasonable care to preserve in good health all trees on the owner's lot.

228.4. A violation of the tree removal provision may result in the owner being required to replace the subject tree or otherwise mitigate the damages as directed by the Architectural Review Committee and the Association Board of Directors.

228.5 The owner must use reasonable care in dealing with trees that lie close to property lines that cross a property line. An owner has the legal right to trim tree branches that hang over their property, but only up to the property line and not past.

228.6. The person(s) trimming any tree must stay on their side of the property line and make sure they do not destroy the tree itself or damage neighboring property.

228.7. St. Johns County has an ordinance for homeowners who wish to remove trees from their property. Homeowners are strongly encouraged to contact St. Johns County before any trees are removed as the county has additional restrictions on a number of protected varieties of trees.

## **229. Vehicles and Parking**

229.1 No commercial trucks, trailers, mobile homes, campers, vans, snowmobiles, recreational vehicles, boats, inoperable vehicles, unlicensed vehicles, horse carriers, or similar vehicles and accessories may be kept on any lot unless the same are (a) covered and concealed from view from any adjacent Lot or roadway, or are (b) fully enclosed within the garage or are (c) kept at an off-site location.

229.2 No automobile or other motor vehicle shall be parked or placed on any portion of a lot other than a driveway or within a garage located on such lot. (No parking on the grass.)

229.3 No automobile or other motor vehicle shall be parked or placed on any portion of The Meadows Common areas.

229.4 Residents are encouraged to utilize their garages to park their vehicles whenever possible.

229.5 Residents may park vehicles on their driveways only if they are in running order, in regular use, with current registration/tags displayed, and do not block the sidewalk.

229.6 Residents may cover vehicles parked on driveways with custom covers.

229.7 The use of tarps, plastic and related materials to cover a vehicle is prohibited unless the vehicle is (a) concealed from view from any adjacent Lot or roadway, or is (b) fully enclosed within the garage.

229.8 No accessories for vehicles, such as tailgates, plows, etc., are permitted to be left or stored on any driveway. They must be kept either out of sight, or within the garage or at off-site storage.

- 229.9 Any non-commercial vehicle, non-commercial boat, or non-commercial trailer may temporarily be parked in the driveway (not blocking the sidewalk) for routine servicing and repair, as long as the servicing and repair is completed within 36 consecutive hours limited to once every fourteen (14) days. Otherwise, the servicing and repair must be performed within the garage.
- 229.10 Boats, motor homes, and other recreational vehicles may be parked in the driveway (not blocking the sidewalk) for up to 36 hours total to allow cleaning, loading, and maintenance within any seven (7) day period. At all other times, they must be stored either out of sight or within the garage or at off-site storage.
- 229.11. Storage PODs are allowed to be parked or placed in the driveway (not blocking the sidewalk) for up to 72 hours. (If longer time duration is required prior approval of the ARC is required.)
- 229.12. Refuse dumpsters are allowed to be parked or placed in the driveway (not blocking the sidewalk) for up to 72 hours. (If longer time duration is required prior approval of the ARC is required.)
- 229.13. When using street parking, vehicles should be parked so they do not block traffic or neighboring driveways or mailboxes or trash/recycle bins; or be parked against the flow of traffic *Violators are subject to ticketing and towing at the vehicle owner's expense upon the order of the Sheriff. (Saint Johns County Ordinance).*
- 229.14. All Homeowners, residents, and guests should, at all times, comply with the St. Johns County Parking Ordinance, as amended from time to time. *Violators are subject to ticketing and towing at the vehicle owner's expense upon the order of the Sheriff. (Reference: Saint Johns County Ordinance 2015-30)*
- 229.15 Special Event parking on the Meadows Common areas located between the roadway and a pond is allowed for short-term parking of personal vehicles on the same day of the event where the intent of the special event is related to a "family

gathering" **IF** parking vehicles on the roadway would cause an unsafe traffic condition and the event has received has been granted parking rule exception for the event approval by the HOA..

### **230. Windows and Storm Shutters**

- 230.1. Windows should be clear glass or a tinted glass of gray, bronze, or smoke colors. No mirrored window film is allowed.
- 230.2 No “burglar bars,” steel or wrought iron bars, or similar fixtures shall be installed on the exterior of any windows.
- 230.3 ARC approval is required for exterior window shutters.
- 230.4 Exterior window shutters mounted on the house shall be of a material similar to and of a color and design generally accepted as complementary to the exterior of the house.
- 230.5 No permanent hurricane or storm shutters shall be installed without ARC approval.
- 230.6 Approved hurricane shutters and/or temporary protective covering shall only be allowed to be deployed after a storm warning has been issued by the U.S. Weather Service.
- 230.7 Deployed permanent hurricane shutters must be opened and temporary protective covering must be removed within 72 hours after the storm warning has been discontinued by the U.S. Weather Service.

### **231. Window Coverings**

- 231.1 All street facing windows should have an interior cover consisting of some type of blind, drape, or shade
- 231.2 All coverings should have a white or beige or a color that blend-in with the exterior color of the residence as seen from the outside of the house.
- 231.3 Windows covering consisting of sheets, bedding, opaque window tinting, aluminum foil, newspapers, blankets, etc. are prohibited,

## **232. Window Mounted Fans and Air Conditioners**

232.1 Window fans and air conditioners are prohibited when visible from the street except during the hours when the residence and multiple houses in the community are experiencing a power failure, and the residence is receiving electricity via a temporary source.

## **233. Architectural Review and Guidelines**

233.1 Any improvement or alteration to the residence or the lot, except interior alterations not affecting the external appearance, must first receive approval from The Meadows at World Golf Village HOA Architectural Review Committee under the direction of the Board of Directors prior to commencing construction activity.

233.2 The Architectural Review Request application document, submittal procedure, and guidelines can be found online on The Meadows Homeowners Association website at <https://themeadowswgv.com/rules-regulations>.

233.3 All Owners and residents must comply with the Architectural Guidelines of The Meadows.

233.4 *Architectural Guidelines of The Meadows At World Gold Village Homeowners Association* are incorporated into this document by reference.

233.3 Architectural Guidelines are amended from to time by Association BOD. The current guidelines are available for download from *HOA Document Section* on the HOA website: <https://themeadowswgv.com/rules-regulations>

## **234. Association Meetings of the Board and Committees**

234.1 All attendees at any association meeting, including but not limited to the Annual Members meeting, BOD meeting, SRC meeting, or ARC meeting, must conduct themselves in a respectful and courteous manner.

234.2 No offensive comments or behavior will be tolerated at any association meeting.

- 234.3 The Chair or Presiding person at any association meeting shall maintain order as necessary and may eject any individual who is disruptive.
- 234.4 Only Agenda items are to be discussed at the meetings. Florida statute prohibits the Board and its committees from discussing any item that is not on the published agenda.
- 234.5 During the Open Forum section of the meeting, any owner or resident attending may discuss the topics of the Agenda. Each individual will have 3 minutes to discuss, unless otherwise granted more time by the Chair or Presiding person of the meeting.
- 234.6 Any owner or resident that would like to add an item of business to the Agenda of a meeting of the Board or one of the committees must submit the topic in writing by email to the Association at [info@themeadowswgv.com](mailto:info@themeadowswgv.com). Items must be submitted by 5pm, on the Thursday preceding the meeting.

### **235. Board Members**

- 235.1 Board Members shall act in the best interests of the Association as a whole Board Members serve for the benefit of the entire community, and shall, at all times, strive to do what is best for the Association as a whole.
- 235.2 Board members can be reached by email at their respective addresses, which can be found on the *Contact Us* page of the Association website: <https://themeadowswgv.com/contact-us>
- 235.3 Contacting Board Members about Association matters at their residences, places of employment, or public places is not appropriate.
- 235.4 Board Members, Directors, and Officers are not to be threatened or intimidated in respect to Association matters.
- 235.5 Board Members shall not use their positions as such for private gain, for example:
- No Board Member shall solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who is

seeking a contractual or other business or financial relationship with the Association.

- No Board Member shall seek preferential treatment by the Board, any of its committees, or any contractors or suppliers.
- No Board Member shall accept a gift or favor made with the intent of influencing a decision or action on any official matter
- No Board Member shall receive any compensation from the Association for serving on the Boards.
- No Board Member shall willingly misrepresent facts to advance a personal cause or influence the community to advance a personal cause.
- No Board Member shall use his/her position to enhance his/her financial status through the use of certain contractors or suppliers.

The above list of examples is offered for illustration purposes only, and is not intended to be exclusive.

### **236. Complaint Procedure**

236.1 Enforcement of the governing documents is the responsibility of the Board of Directors.

236.2 The Board or its agents conduct property inspections to determine if violations of the governing documents have occurred.

236.3 Any owner, resident, guest, invitee of The Meadows may file a written complaint detailing time, date and nature of the alleged violation to the Association. If matter can be visually seen, pictures must be included. You may email to Board ([hoaboard@themedowswgv.com](mailto:hoaboard@themedowswgv.com)) or to one of the Officers.

236.4 All individuals filing a complaint or reporting an alleged violation must identify themselves with their name, address and phone number. No anonymous complaints, emails or reports will

be accepted. **The identity of individuals filing a complaint or violation is not disclosed and is handled as protected data.**

236.5 When the complaint is received, the Association will take the necessary steps to investigate the complaint and if warranted, issue a violation notice.

## **237. Collection Guidelines and Procedures**

### **Payment Schedule**

237.1 Annual Assessments are due and payable on the first (1st) day of January.

237.2 Annual assessments not paid on or before the fifteenth (15th) day of February of year due will be considered delinquent (late), and will be charged a late fee and interest from the date when due until paid.

237.3 Special assessments are due and payable on the date determined in the notice by the Board of Directors. On a date determined in the notice by the Board, lack of payment will be considered delinquent (late).

237.4 Assessments must be paid even if the owner is not using or has moved out of and still owns his/her lot.

237.5 Lot Owners who suffer job loss, disability, divorce, death, major family medical expenses or other catastrophic emergency in the Lot Owners family, the Association shall without penalty allow a homeowner fifteen (15) calendar days after an assessment due date to propose an installment plan. The following process applies:

- (a) Upon receiving the Lot Owners installment proposal, the directors shall designate a committee to meet with the homeowner privately.
- (b) The Association shall provide a written response to the homeowner.
- (c) If the Association does not approve the request in full, the response shall allow the Lot Owner at least fifteen (15)



calendar days after denying the request to pay without incurring late fees, interest or attorney fees.

- (d) If the Lot Owner defaults in payment of an installment, the Board may accelerate the remaining installments and the accelerated assessment immediately becomes upon the date stated in a notice to the Lot owner (not less than 15 days).
- (e) Nothing prohibits the directors from approving an installment plan more lenient than provided by existing rules, in which case the directors shall amend the existing rules so that all homeowners shall receive fair notice and equal treatment.

### **Delinquency Notification Process**

237.6 For all assessment balances that are past due, the following notification process applies:

- (a) **Past Due Statement**

A reminder statement from the association is mailed to unpaid accounts on or around 25 days after date when assessment due. (Fee charged.)

- (b) **Legal Notice of Late Assessment**

A notice of late assessment is mailed to all owners with an un-paid assessment balance considered delinquent (late), in compliance with Florida Statutes. The notice provides the owner(s) with 30 days to pay the amount due, including interest, late fees and other charges that apply, prior to incurring legal fees. The notice is mailed by First Class mail to the property address and any alternate addresses on file. (Fee charged.)

- (c) **Intent-to-Lien**

If payment is not received by the end of the 30 day period provided by the notice of late assessment, an “Intent to Lien” is mailed by regular First Class mail and First Class mail Certified with Return Receipt Requested both to the

property and any alternate addresses of all owners. The “Intent to Lien” gives the homeowner 45 days to make payment prior to the recording of a lien. (Fee charged.)

(d) **Lien**

If the account is not paid after the 45 day period that the “Intent to Lien” is mailed, the account is forwarded to the association’s attorney to record a lien. The association’s attorney will mail the homeowner(s) a letter and provide a copy of the recorded lien. (Fee charged.)

(e) **Intent to Foreclose**

If no payment is received within 20 days after the lien is recorded, the attorney will send an “Intent to Foreclose” letter to the owner(s) notifying them that the association intends to file a foreclosure of the lien on the property.

(f) **Association Lawsuit**

If the owner does not contact the attorney to pay or enter into an agreed upon payment plan within 45 days after the “Intent to Foreclose” letter is mailed, attorney shall seek direction from the board as to whether to initiate the lawsuit for foreclosure. If the board provides approval, then the attorney files the foreclosure lawsuit.

### **Legal Services**

237.7 Any delinquent balance older than 30 days shall be referred for collection.

237.8 If a delinquent account is referred to an attorney for collection, the owner shall be charged the Association's reasonable attorney fees, and related costs.

237.9 All expenses related to collection including, but not limited to, attorney fees, management company processing fees and court costs associated with lawsuits incident to collection of assessments or enforcement of the Association's lien by foreclosure will be the responsibility of the lot owner.

**Late Fees, Not Sufficient Funds (NSF) & Interest Charges**

- 237.10 Any delinquent balance will incur an interest at the rate of eighteen percent (18%) per annum from the date when due until paid.
- 237.11 Failure to pay any assessment on or before the date specified in the notice considered delinquent will incur a \$25.00 late charge.
- 237.12 Any payment instrument that is returned unpaid will incur either: \$30.00 check recovery fee when the amount of check does not exceed \$600.00 or 5% of the check amount when amount exceeds \$600.00 payable to the association plus any processing charges imposed by the management company.
- 237.13 Payments received shall be first applied to interest accrued; then to late charges; then to attorney fees incurred; and finally to the principle balance of the delinquent assessment or assessment installment.
- 237.14 All actions are subject to administrative and processing adjustments due to any extenuating circumstances and any adjustments shall be reported to the board.

**Liens**

**237.14 Lien for Assessments.**

1. All assessments levied pursuant to this Policy, together with interest thereon and actual costs of collection, constitute a lien on such lot and on the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against the lot at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of lien signed and verified by a director of the Association is filed in the office of the Clerk of Circuit Court of Saint Johns County and shall contain the legal description of the lot, the name of the record owner thereof,

the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for the lien is claimed, the lot owner shall be entitled to a fileable satisfaction of the lien.

2. Such lien shall be superior to all other liens and encumbrances on such lot, except only for:
  - (a) Liens of general and special taxes.
  - (b) Liens of a mortgage recorded prior to the making of the assessment.
  - (c) Construction liens filed prior to the making of the assessment.

All other liens created after the date of the recording of this Declaration shall be inferior in priority to liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such liens.

#### **237.15 Enforcement of Lien.**

1. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

### **238. Enforcement, Violation Notices and Fines – Summary Outline**

#### **Violation Notice**

238.1 After receiving notification in writing of a violation, the Association, or its designated managing agent, will send a First Notice of Violation to the Homeowner.

238.1.1 A First Notice of Violation will be sent as a reminder of the Rules and Regulations and will provide information concerning the violation.

- 238.1.2 A copy of the First Notice of Violation will be sent by USPS mail to The Meadows residence address and the Homeowner's last known mailing address, if applicable.
- 238.1.3 The owner will have no less than 14 days from the date of the First Notice of Violation to comply.
- 238.2 If the violation is not cured within the 14-day cure period provided in the First Notice, then the Board may notice a meeting at which it will vote to send a Second Notice of Violation/Hearing Notice, and may vote to impose a fine.
  - 238.2.1 The Second Notice of Violation/Hearing Notice will be sent by USPS certified mail to The Meadows residence and the Homeowner's last known mailing address, if applicable.
  - 238.2.2 The Second Notice of Violation/Hearing Notice will inform the owner/resident of the amount of the fine to be levied after opportunity for a hearing.
  - 238.2.3 The Second Notice of Violation/Hearing Notice will provide a Hearing date, time and location at least fourteen (14) days from the date of the letter.

### **The Committee – SRC (Special Review Committee)**

- 238.3. The BOD shall appoint a Special Review Committee (“SRC”).
  - 238.3.1 SRC is an independent **group of owners to protect the rights of owners from unreasonable HOA or management company** enforcement of violations. It plays a crucial function in the community's check and balance system.
  - 238.3.2 The SRC reviews the fine (to decide if it is reasonable) and hears any objections or defenses from the owner who is being fined fourteen days or more after the issuance of the second violation notice.
  - 238.3.3. The SRC shall be composed of at least three (3) members of the Association.

238.3.4. No SRC member shall be an officer, director, or employee of the Association or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association.

### **Hearing**

238.4. At the Hearing, SRC must follow the procedures as outlined in the Special Review Committee Procedures in its review of the information presented related to the violation and the imposed fine and its decision to either confirm or reject the fine.

238.4.1. At the Hearing, the owner/resident will be able to:

- (a). Explain why they are in non-compliance
- (b). Present evidence in their defense
- (c). Cross-examine witnesses
- (d). Be represented by counsel
- (e). Make a follow-up (rebuttal) presentation, if they chose, after the Association follow-up (rebuttal) presentation

238.4.2. After the hearing, the committee members will hold a closed session to make a decision on each violation referred for a hearing.

### **Decision**

238.5. After the Hearing, the Homeowner will be notified of the SRC's decision by certified mail, return receipt requested, within five (5) days.

### **Violation Resolution**

238.6. When a visible violation is cured, a photo must be submitted to the Association showing compliance.

### **Fines**

238.7. Fines may not exceed \$100 per violation, per day.

238.8. The maximum allowable fine shall not be more than \$1,000.00 for each violation.

238.9. If the violation is cured and the Homeowner later repeats the violation, the repeat violation may be treated as a new violation

by the Association and any fines levied against the Homeowner for the repeat violations will be treated as separate fines for purposes of calculating the maximum allowable fine amount.

238.10 If a violation is cured, it will remain a notice for 12 months and then fall off.

238.11 If the violation occurs again in 12 months from First Notice, the violation will be considered a continuing violation and fines may be incurred from the First Notice of Violation. Fines for repeat violations within any 12-month period shall be no less than:

- (a) First Violation - \$50.00/day
- (b) Second Violation - \$75.00/day
- (c) Third Violation - \$100.00/day

238.12 Pursuant to Florida Statute 720.305(4), the Association may suspend the voting rights of any Homeowner who is ninety (90) days or more delinquent in the payment of any fine.

### **Other**

238.13 After 10 days of written notice, any improvements or structures that have been added to any residential lot, without ARC approval, or if any conditions exist that are in violation of the Governing Documents, Architectural Guidelines, or these Rules and Regulations, the Association has the right, but is not obligated to, enter upon your residential lot to correct, or remove any items. This will be done at the sole expense of the Homeowner. Pursuant to the Declaration of Covenants, Article 10.5, Homeowners are responsible to pay on demand the actual costs of performing the enforcement plus 20% of the actual costs.

## **239. Enforcement of Rules and Regulations/Violation Notices/Fines**

239.1 Each Homeowner and the Homeowner's tenants, guests, and invitees (including vendors and contractors) must follow the Rules and Regulations, the Architectural Guidelines, and the Governing Documents of the Association.

239.2 It is the responsibility of the Homeowner(s) and/or their agent(s) to inform their tenants, guests, and invitees of these Rules and Regulations.

239.3 All violations reported by residents, must be reported to the Association, in writing. The association may delegate a managing agent to receive such reports from other owners. If the violation is a matter that can be visually seen, a picture must be included with violation

239.4 Violation notice and hearing

1. After receiving notification in writing of a violation, the Association, or its designated managing agent, will send a First Notice of Violation to the Homeowner. A First Notice of Violation will be sent as a reminder of the Rules and Regulations and will provide information concerning the violation. A copy of the First Notice of Violation will be sent by USPS mail to The Meadows residence and the Homeowner's last known mailing address, if applicable. You will have 14 days from the date of the First Notice of Violation to comply. The First Notice of Violation may provide more time for you to you comply, but such time to comply will not be less than 14 days. If applicable, the First Notice of Violation may include a Statutory Offer to Participate in Pre-Suit Mediation, pursuant to Florida Statutes 720.311.

2. If the violation is not cured within the 14-day cure period provided in the First Notice, then the Board may notice a meeting at which it will vote to send a Second Notice of Violation/Hearing Notice, and may vote to impose a fine. The Second Notice of Violation/Hearing Notice will be sent by USPS certified mail to The Meadows residence and the



Homeowner's last known mailing address, if applicable. The Second Notice of Violation/Hearing Notice will inform you of the amount of the fine to be levied after opportunity for a hearing. The Second Notice of Violation/Hearing Notice will provide a Hearing date, time and location at least fourteen (14) days from the date of the letter.

- (a) The board may pass the costs for certified mail to the Homeowners' account.
3. The BOD shall appoint a Special Review Committee ("SRC") from time to time. The SRC shall be composed of at least three (3) members of the Association. No SRC member shall be an officer, director, or employee of the Association or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association.
4. At the Hearing, SRC will review the information related to the violation and the imposed fine and will either confirm or reject the fine. At the Hearing, you will be able to explain why you are in non-compliance and present evidence in your defense. The SRC must follow the procedures as outlined in the Special Review Committee Procedures. Presence at the Hearing does not ensure rejection of the fine imposed.
5. After the Hearing, the Homeowner will be notified of the SRC's decision by certified mail, return receipt requested, within five (5) days.
6. When a visible violation is cured, a photo must be submitted to the Association showing compliance.
7. If a violation is cured, it will remain a notice for 12 months and then fall off. If the violation occurs again in 12 months from First Notice, the violation will be considered a continuing violation and fines may be incurred from the First Notice of Violation. Fines for repeat violations within any 12-month period shall be no less than:
  - (a) First Violation - \$50.00/day
  - (b) Second Violation - \$75.00/day

(c) Third Violation - \$100.00/day

Notwithstanding the foregoing, fines for first and second violations may be levied up to \$100.00/day each.

239.5 Fines may be incurred due to non-compliance of these Rules and Regulations, the Architectural Guidelines, or the Governing Documents.

1. Fines may not exceed \$100 per violation, per day.
2. Fines may be levied against the Homeowner for each day of a continuing violation.
3. A fine cannot be imposed without notice and an opportunity for a hearing.
4. Homeowners incur fines, not tenants. However, fines may be imposed on any Homeowner for the behavior of any Homeowner's tenant, guest, or invitee.
5. Continued non-compliance may result in legal action by the Association, at the Homeowner's expense.
6. The maximum allowable fine shall not be more than \$1,000.00 for each violation.
7. A fine less than \$1,000.00 may not become a lien against a Homeowner.
8. If the violation is cured and the Homeowner later repeats the violation, the repeat violation may be treated as a new violation by the Association and any fines levied against the Homeowner for the repeat violations will be treated as separate fines for purposes of calculating the maximum allowable fine amount.
9. Pursuant to Florida Statute 720.305(4), the Association may suspend the voting rights of any Homeowner who is ninety (90) days or more delinquent in the payment of any fine.

239.6 The Association performs weekly inspections for exterior non-compliance. Homes noncompliant to these Rules and Regulations or the Architectural Guidelines will receive a violation notice with a picture. A copy of the violation will be

sent by USPS mail to The Meadows residence and the Homeowner's last known mailing address, if applicable, as described in Section 314.1 (1) of these Rules and Regulations, above. Violations may be noted in the Minutes of the Board Meetings and added to Homeowner records.

239.7 After 10 days of written notice, any improvements or structures that have been added to any residential lot, without ARC approval, or if any conditions exist that are in violation of the Governing Documents, Architectural Guidelines, or these Rules and Regulations, the Association has the right, but is not obligated to, enter upon your residential lot to correct, or remove any items. This will be done at the sole expense of the Homeowner. Pursuant to the Declaration of Covenants, Article 10.5, Homeowners are responsible to pay on demand the actual costs of performing the enforcement plus 20% of the actual costs. The Association may, upon forty-five (45) days written notice to the Homeowner, record a Claim of Lien against the Lot and sue to foreclose on the Claim of Lien. The Association may also bring an action for damages and/or injunction against the Homeowner for the purposes of curing or correcting the violation.

239.8 The failure of the Association to enforce any rules, regulation, covenant, restriction, obligation, right, power, privilege, authority or reservation contained in these Rules and Regulations, the Architectural Guidelines, or the Governing Documents, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation.

## **240. Special Review Committee Procedures**

240.1 To be read by the Committee Chair to open Hearing Proceedings:

1. This Hearing is authorized by Declaration of Covenants, Conditions, Restrictions and Easements for The Meadows at Saint Johns (the “Declaration”) and Section 720.305, Florida Statutes, and may be attended only by Members of the Association and legal counsel.
2. The Homeowner has received required notifications under the Declaration and FS 720.305, but is not required to attend. The Homeowner has the right to be represented by counsel and to cross-examine witnesses.
3. The Association and the Homeowner may choose to present evidence to the Special Review Committee (“SRC”) - The Association will present its evidence first.
4. The Association and the Homeowner may then choose to make a second presentation to the SRC - the Association will present first.
5. Adequate time will be allowed for both parties to present relevant information.
6. The SRC may question either party following their presentations.
7. The party having the floor will be allowed to speak without interruption.
8. The Chair of the SRC will maintain order as necessary, and may eject individuals who are disruptive.
9. After this current Hearing is gavelled closed, the Homeowner is free to be seated in the observer seating area if another case is presented.
10. Additional Hearing Cases, if any, will begin with a new reading of these procedures (unless waived by Homeowner).
11. After all cases are gavelled closed, all parties will leave the room except for the SRC, who will convene here to render

and deliver its majority decision(s) in writing to the Association.


12. The Homeowner will be notified of the SRC's decision by certified mail, return receipt requested, within five (5) days.
13. This Hearing is open. Does the Association wish to present evidence?

**APPENDIX**

**Special Review Committee Decision Form**

Download latest version of form at: [HTTPS://THEMEADOWSWG.V.COM/RULES-REGULATIONS](https://themeadowswgv.com/rules-regulations)

**Example – December 2023**



**Meadows At World Golf Village**  
The Meadows at Saint Johns Owners Association, Inc.

**SPECIAL REVIEW COMMITTEE DECISION FORM**

**Date of Action:** \_\_\_\_\_

Member: \_\_\_\_\_ Chairperson

Member: \_\_\_\_\_

Member: \_\_\_\_\_

**Subject:** Complaint against \_\_\_\_\_  
(Lot Street Address)

\_\_\_\_\_  
(Name of Homeowner)

**Regarding failure to (description of violation):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Remedy:** We direct the Homeowner to resolve the issue, if the Association prevails, in the manner and by the deadline set forth below or in the document's attachment. *(Explain the (1) required action, (2) due date for remedy, and (3) fine for noncompliance.)*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Voting Results (Indicate votes cast by SRC):**

\_\_\_\_\_ Number of votes in favor of Homeowner

\_\_\_\_\_ Number of votes in favor of the Association

**SRC Decision in favor of (X only one):**

\_\_\_\_\_ Homeowner (Complaint Closed - Fine may not be levied by the Association)

\_\_\_\_\_ Association (Fine may be levied by the Association)

**Signature SRC:**

Chairperson: \_\_\_\_\_ **DATE:** \_\_\_\_\_

**Signature Board of Directors:**

President: \_\_\_\_\_ **DATE:** \_\_\_\_\_

(Rev. 2023-08)

## Concern/Complaint Form

Download latest version of form at: [HTTPS://THEMEADOWSWG.V.COM/RULES-REGULATIONS](https://themedowswgv.com/rules-regulations)

### Example – December 2023

**MEADOWS AT WORLD GOLF VILLAGE HOMEOWNERS' ASSOCIATION**  
Submit to: [info@themedowswgv.com](mailto:info@themedowswgv.com)

**CONCERN/COMPLAINT FORM**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**PLEASE BE SPECIFIC ON THE AREAS OF YOUR COMMENTS**

Concern: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Statement of Evidence Attached:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Board Action:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Board Action:** \_\_\_\_\_

Board (Initials/date): \_\_\_/\_\_\_ \_\_\_/\_\_\_ \_\_\_/\_\_\_

Revised April 4, 2022

## Witness Statement Form

Download latest version of form at: [HTTPS://THEMEADOWSWG.V.COM/RULES-REGULATIONS](https://themedowswgv.com/rules-regulations)

### Example – December 2023

MEADOWS AT WORLD GOLF VILLAGE HOMEOWNERS' ASSOCIATION  
Submit to: [info@themedowswgv.com](mailto:info@themedowswgv.com)

#### WITNESS STATEMENT FORM

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Statement of Events Witnessed: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby swear or affirm that foregoing is true to the best of my knowledge.

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

Revised April 4, 2022



## Evidence Authentication Form

Download latest version of form at: [HTTPS://THEMEADOWSWG.V.COM/RULES-REGULATIONS](https://themedowswgv.com/rules-regulations)

### Example – December 2023

**MEADOWS AT WORLD GOLF VILLAGE HOMEOWNERS' ASSOCIATION**  
Submit to: [info@themedowswgv.com](mailto:info@themedowswgv.com)

**EVIDENCE AUTHENTICATION FORM**

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

Type of Evidence (Photographs, Videos, Etc.): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date(s) Evidence Created: \_\_\_\_\_

Method of Creation of Evidence: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I hereby swear or affirm that I created the evidence described above and attached to this form and that the foregoing is true to the best of my knowledge.

\_\_\_\_\_  
Signature


\_\_\_\_\_  
Date

Revised April 4, 2022

# Architectural Review Request Form

Download latest version of form at: [HTTPS://THEMEADOWSWGV.COM/RULES-REGULATIONS](https://themedowswgv.com/rules-regulations)

## Example – December 2023



### ARCHITECTURAL REVIEW REQUEST

**Meadows At World Golf Village Homeowners' Association, Inc.**  
Submit to: Architectural Review Committee - [info@themedowswgv.com](mailto:info@themedowswgv.com)

Property Owner: \_\_\_\_\_ Date: \_\_\_\_\_  
 Property Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

**A detailed description of the proposed project, plans, drawings, pictures, color samples is required with each request, and when applicable, a site map marking feature locations and dimensions of improvement.**

Description of improvement or request: (If more space is needed, attach additional pages to this review request.)  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

I agree not to begin the proposed alteration or any other property improvements requiring approval from the ARC until the ARC notifies me in writing of its decision. I understand that all approvals automatically incorporate the conditions set forth in ARC Guidelines as currently adopted by the Board of Directors. If any change is made that has not been approved, the Association has the right to require me to remove the improvement from my property.

Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
 Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

- (a) All requests need to be submitted at least 48 hours prior to the next meeting to be added to the agenda for review. Otherwise, they will be placed on the next month's agenda for review.
- (b) The request must include the signature of the homeowner, or agent for homeowner, when request is submitted
- (c) The homeowner of record for the property must be current (up-to-date) on payments due to the HOA for assessments, fees, and interest.
- (d) All contractors must be licensed and insured and agree to comply with all covenants, by laws and guidelines as established by the Board of Directors of the Homeowners Association at The Meadows at World Golf Village.
- (e) Compliance with all applicable building codes is the sole responsibility of the contractor and the property owner.
- (f) It is the owner's responsibility to ensure compliance with any applicable law, rule, regulation, code or ordinance.
- (g) The owner assumes sole responsibility for the repair, maintenance and/or replacement of any such change, alteration or addition, and for costs of all liability, damages, additional expense in reference to this request.

\_\_\_\_\_

**To be filled in by ARC Committee** - Date received: \_\_\_\_\_ Date action taken: \_\_\_\_\_

Action taken: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Note:** These plans have been reviewed for the limited purpose of determining the aesthetic compatibility of the plans within the community. These plans are approved on a limited basis. No review has been made with respect to functionality, safety, and compliance with governmental regulations or otherwise and any party with respect to such matters should make no reliance on this approval.  
 This approval concerns only the submitted architectural and/or landscape plans. Homeowner is responsible to obtain whatever easements, permits, licenses and approvals which may be necessary to improve the property in accordance with the approved plans. This approval must not be considered to be permission to encroach on another property owner's rights to use and enjoy all possible property rights. In addition, this approval does not in any way grant variances to, exceptions, or deviations from any setbacks or use restrictions.

ARC Representative: \_\_\_\_\_ Date: \_\_\_\_\_  
 Revised July 2023

## GLOSSARY

**ARC** – Architectural Review Committee (a Standing Committee of *The Meadows at Saint Johns Owners Association, Inc.* (dba The Meadows at World Golf Village HOA))

**BOD** – The Board of Directors of *The Meadows at Saint Johns Owners Association, Inc.* (dba The Meadows at World Golf Village HOA)

**BY-LAWS** - The By-Laws of *The Meadows at Saint Johns Owners Association, Inc.*

**COVENANTS** - Declaration of Covenants, Conditions, Restrictions and Easements for the Meadows at Saint Johns

**HOA** – A Homeowners Association (HOA) is a self-governing organization in a subdivision community where the homeowner with the purchase of property within an HOA's jurisdiction automatically become members of the HOA and are required to pay dues (HOA fees) to maintain the neighborhood and to uphold predetermined rules and regulations

**MANAGEMENT** – The community association management firm retained by the Board of Directors of *The Meadows at Saint Johns Owners Association, Inc.* (dba The Meadows at World Golf Village HOA) to assist the BOD in the administration of the affairs of the HOA.

**SRC** – Special Review Committee (a Standing Committee of *The Meadows at Saint Johns Owners Association, Inc.* (dba The Meadows at World Golf Village HOA))

**WEBSITE** – The Official Page for **The Meadows at World Golf Village HOA**

[HTTPS://THEMEADOWSWG.V.COM/](https://themedowswgv.com/)

MEA-2023.12.17.143000

# Notes

