

The Meadows at WGV – Board of Director’s Regular Business Meeting  
January 16, 2025 at 7:00 P.M. – Online & via Phone \*\*

# Agenda

**ASSOCIATION RULES & REGULATIONS PROPOSED CHANGES – BOD Vote**

Meeting Called to Order

Opening Remarks

Review and Acceptance of Minutes

Reports

- Pacetti Road Properties – Proposed Rezoning
- Koehn Outdoors merged into Bland Landscaping Co. [Contract Renewal Apr 1<sup>st</sup>]
- Irrigation System Electric Surge Damage
- Dead, Damaged, & Threatening Trees in Common Areas
- Transition of Financials – FCAM Changes, End of Year & New Mngt Contract
- Management Report Summary for December 2024



Event Info

**Old Business**

- Landscaping - Entrance Way
  - o Christmas Lights Committee
- Health-Safety Issue - 315 Meadowlark Lane
- **ASSOCIATION RULES & REGULATIONS PROPOSED CHANGES – Final Review & Approval**
  - o Review and Update of Enforcement, Violation Notices, and Fines Procedure
  - o Rules & Regulations Update for recent changes
  - o Architectural Guidelines Update for recent changes

**New Business**

- Common Area – Tree Care Service
- Reserve Funds (Pooled) – Rebalance of Budgeting Categories for 2025
- Formal Grace Period Policy for Annual Assessments - Late Date Clarification

**Open to those attending for comments, feedback and questions**

- Additional comments, feedback and questions

Closing Remarks

Adjournment

\*\* Web & Phone Connection Information: <https://themeadowswgv.com/>

*On HOA Web Site – Home Page – Bottom - Association Events Section*

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**Join Zoom Meeting - Video Conference (On-Line) & By Phone (Voice Only)**

*Register in advance for this meeting:*

[https://zoom.us/meeting/register/oA\\_0GBiSRIWHonqTkQD10w](https://zoom.us/meeting/register/oA_0GBiSRIWHonqTkQD10w)

*After registering, you will receive a confirmation email containing information about joining the meeting.*

# **BOD Special Meeting Minutes - Dec 12 2024**

## **(Nonofficial)**

Available on HOA Website - [themeadowswgv.com](http://themeadowswgv.com)

1. On Web Page - [Meeting Minutes](#), or
2. Download via the [following link](#):

[https://img1.wsimg.com/blobby/go/45ad12ad-696f-4ee1-a526-58a4f41d76ca/downloads/ad2c461b-92ab-41b3-9ee9-b35bf3119900/BOD%20Special%20Meeting%20Minutes%20-%20Dec%2012%202024%20\(Non.pdf?ver=1736217996288](https://img1.wsimg.com/blobby/go/45ad12ad-696f-4ee1-a526-58a4f41d76ca/downloads/ad2c461b-92ab-41b3-9ee9-b35bf3119900/BOD%20Special%20Meeting%20Minutes%20-%20Dec%2012%202024%20(Non.pdf?ver=1736217996288)

# TRADITIONAL VS. 2-WIRE IRRIGATION SYSTEMS

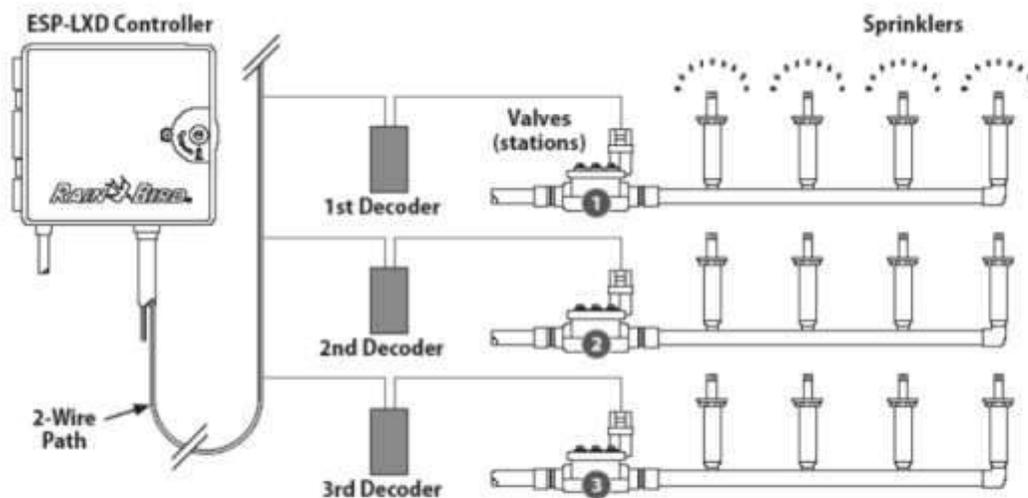
Traditionally wired and 2-wire are both types of irrigation systems. However, they are fundamentally very different types of technology.

A traditional irrigation system involves a controller sending voltage down a wire path, which activates a solenoid, in turn opening a valve allowing water to flow to the sprinkler heads. Decoder, or 2-wire, systems involve a different kind of architecture, which I will outline later in this article. Both types of systems possess inherent qualities that can make them better or worse for a specific application. Therefore, understanding the application will help you determine which type of system would be a better fit.

Traditional irrigation systems require one dedicated wire for each zone valve, plus a common wire linking all of the valves. This can add up to a lot of linear feet in copper wire. Most decoder systems only have one 2-wire path linking all of the devices (valves, sensors, pump relays, etc.). Therefore, the size of the irrigation system can help determine which type of technology should be installed. Once a system gets more than 30 to 35 zones, it becomes less expensive to install a 2-wire system.

While cost will almost always be a consideration, another factor that can give traditional systems an advantage is the relative simplicity. Since the wiring architecture is very basic, almost any irrigation contractor knows how to install and troubleshoot them. Whereas a 2-wire system forces us to choose from a smaller pool of contractors. Oftentimes, this will drive up the cost of the system.

One distinct advantage to 2-wire technology is its expandability. If a new section of irrigation needs to be added to an existing 2-wire system, the path can be tapped into and new irrigation can be added. Also, due to the fact that most 2-wire controllers can handle hundreds of zones, adding zones to an existing system is rarely an issue. When a traditionally wired system needs to be expanded, new wires will often need to be run back to the controller, making it cost prohibitive.

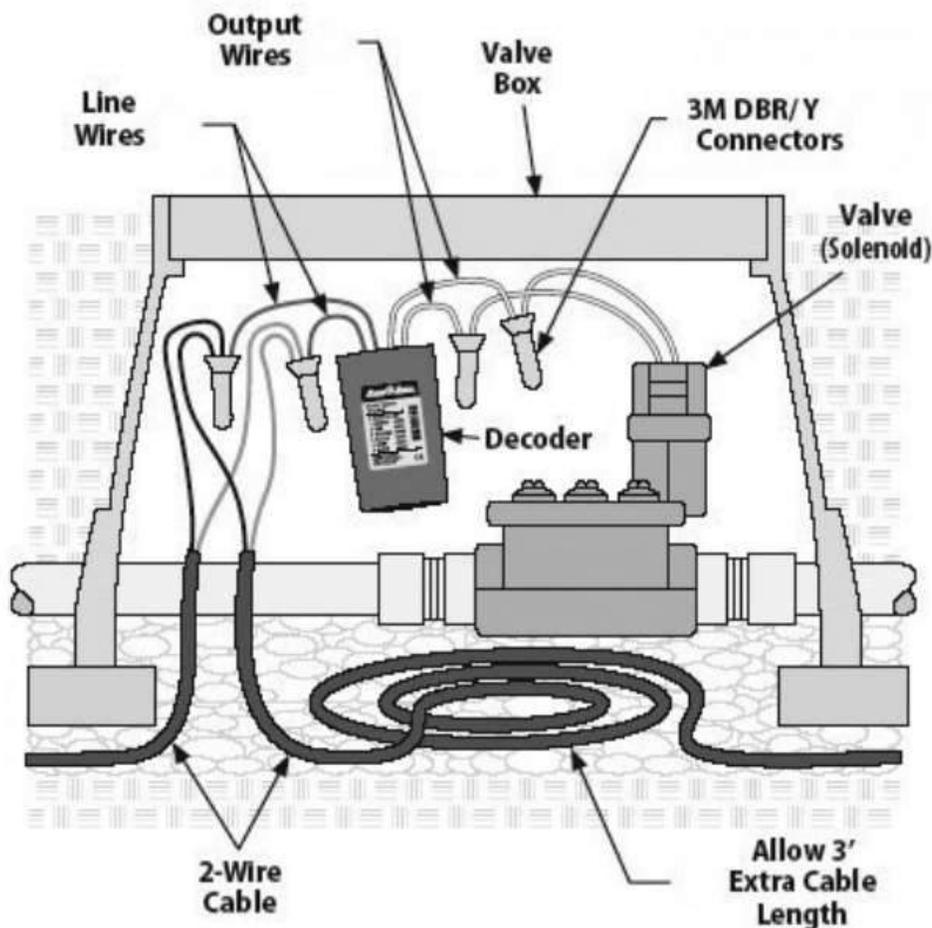


Typical Decoder and Valve Operation

# TRADITIONAL VS. 2-WIRE IRRIGATION SYSTEMS

A 2-wire controller is always sending voltage (usually 24-30 volts AC) down the 2-wire path in order to communicate with the components in the irrigation system. In order for the controller to talk to each device, there needs to be a decoder between the 2-wire path and its respective device. Each decoder has a unique address that acts as a telephone number. So, when the controller wants to open a valve, it dials up the specific decoder and tells it to send voltage to the solenoid, opening the valve.

2-wire technology has been around for many years in the golf industry, but is only recently gaining traction in the residential/commercial market. This increase in use is being driven by a few factors: the ever-increasing cost of copper wire, the decreasing cost of the technology, and the fact that more contractors are becoming familiar with it. Perhaps the biggest factor holding it back has been the apprehension of contractors who are unfamiliar with the technology and how to install it. As more contractors learn about the advantages of 2-wire, and become more familiar with installation and troubleshooting, the technology is being embraced.



One of the biggest advantages with this technology is the sharp increase in diagnostic ability. In a traditional system, the controller is simply sending voltage down the wire path. In a decoder system, the wire path is meant for communication. This enables **the controller to use built-in diagnostics to check out the health of the system, and can signal an alarm if there are any issues with the decoders, solenoids or the wire path.** Since the solenoids are after the decoders in the wiring architecture, traditional troubleshooting techniques (voltage and resistance)

# TRADITIONAL VS. 2-WIRE IRRIGATION SYSTEMS

will not work. Instead, a clamp meter capable of reading 1.0 milliamps must be used to read the amperage draw from the downstream decoders. An accurate as-built is always very helpful when troubleshooting 2-wire, but a good clamp meter is essential.

Since 2-wire systems are always sending current down the path, any bit of exposed copper will inevitably corrode. Therefore, **proper waterproof wire splices are critical**. At least 90 percent of 2-wire issues are found at the splices, **which should always be in a valve box and never be buried in the soil**. Another essential component required to ensure the long-term health of the system is proper grounding. **Decoder systems are very susceptible to lightning strikes**. Therefore, grounding rods or plates should be buried every 500 feet or every 8 to 15 decoders, depending on the manufacturer's requirements. **The general rule of thumb is to make sure the resistance between the wire path and the ground is less than 10 ohms**. This will give the lightning a path to the ground, minimizing the potential damage to the system. Most manufacturers recommend grounding the controller as well.

As 2-wire technology continues to become less cost-prohibitive, the ratio of systems being installed will continue to shift toward decoder-based systems. Many believe that traditionally wired systems will eventually become a thing of the past. Regardless of what happens, we can always expect that new technologies will continue to influence how our respective industries will evolve. Embracing new technologies will be critical in ensuring that we are always getting better, not only as individual professionals, but also as a society.

***Editor's Note:** This article was provided by Rain Bird, and was written by Heath Traver, CID, CIC, CLIA. Traver is a specification manager for Rain Bird in the Northeast United States, and is licensed to practice irrigation in the state of New Jersey. He can be reached via e-mail at [htraver@rainbird.com](mailto:htraver@rainbird.com).*

# ATTACHMENTS

## **Old Business**

100-Meadows HOA Rules & Regs - Enforcement Markup From Attorney (Sections 238-240).pdf

101-Meadows HOA Rules & Regs - Draft Combining Sections 238, 239, And 240 Into A Single Section.pdf

102-Meadows HOA Rules & Regs - 236 Online Document Web Access Portal.pdf (Updated)

103-Meadows HOA Rules & Regs - 238 Association Meeting Notices And Meeting Documents.pdf

104-Meadows HOA Rules & Regs - 237 Association Document Distribution Via Website.pdf

105-Meadows HOA Rules & Regs - 239 Annual Review To Preserve Association's Legal Authority.pdf

106-Meadows HOA Rules & Regs - 240 Strategic Financial Management Of Association Funds.pdf

200-HOA Architectural Guidelines - Section 206 - Revision for FL 720\_3035.pdf

201-HOA Architectural Guidelines - Section 400 - Hurricane Protection.pdf

202-HOA Architectural Guidelines - Section 314 - Fence - Revision.pdf

203-HOA Architectural Guidelines - Appendix - Fence Visual And Physical Inspection.pdf

204-HOA Architectural Guidelines - Section 325 - Roofing - Revision.pdf

205-HOA Architectural Guidelines - Section 329 - Storage Sheds - Revision.pdf

## **New Business**

Tree Maintenance Project - Task Outline (2024-12).pdf

Motion - Guidelines And Procedures For The Collection of Assessments (2025-01-16).pdf

Markup - Meadows HOA Rules & Regs - 237 Collection Guidelines and Procedures (2025-01-16).pdf

- 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 Homeowner 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 levy impose a fine or suspension.
- 238.2.1 The Second Notice of Violation/Hearing Notice will be sent by USPS regular certified mail or by email to ~~the~~ Homeowner's or resident's Meadows residence and the Homeowner's last known mailing address or email, if applicable.
- 238.2.2 The Second Notice to the Homeowner or resident of Violation/Hearing Notice will inform the Homeowner or resident of the amount of the fine or suspension, and to be levied after opportunity for a hearing before the Special Review Committee (the "Hearing") to consider imposition of the fine or suspension.
- 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 Hearing must be held within ninety (90) days after issuance of the Second Notice.
- 238.2.4 The Second Notice of Violation/Hearing Notice must include a description of the alleged violation; the specific action required to cure such violation (if applicable); the Hearing date and location; and access information if the Hearing is held by telephone or other electronic means. The Second Notice of Violation/Hearing Notice must be provided no sooner than fourteen (14) days prior to the Hearing. The Second Notice of Violation/Hearing Notice may be sent via hand delivery, U.S. Mail, certified mail, or via email if the Homeowner, tenant, guest and/or invitee has provided his or her email information. The Hearing must be held within ninety (90) days after issuance of the Second Notice of Violation/Hearing Notice.
- 238.2.3238.2.5 The fining and suspension process set forth herein is established in accordance with the provisions of Section 720.305, Florida Statutes, as it currently exists and as amended from time to time.

## 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 or suspension (to decide if it is reasonable) and hears any objections or defenses from the Homeowner or resident~~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 SRC Special Review Committee Procedures in its review of the information presented related to the violation and the levied imposed fine and its decision to either confirm or reject the fine or suspension.

238.4.1. At the Hearing, the Homeowner or 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; if the violating party wishes to have legal counsel attend the Hearing, the violating party must provide at least five (5) days written notice to the Association in advance of the Hearing. If timely notice is not provided, the attorney may be precluded from attending the Hearing.
- (e) Make a follow-up (rebuttal) presentation, if they chose, after the Association follow-up (rebuttal) presentation

- 238.4.2. After the ~~h~~Hearing, the ~~SRC committee~~ members will hold a closed session to make a decision on each violation referred for a hearing. The SRC shall have seven (7) days after the Hearing to make its determination as to whether to confirm or reject a fine and/or suspension against a violating party. If the SRC, by majority vote, does not approve a fine or suspension, the proposed fine or suspension may not be imposed. The Fining Committee shall provide written notice to the Homeowner, tenant, guest and/or invitee at his or her designated mailing or email address in the Association's official records of the findings related to the violation(s), including any applicable fines or suspensions that the Fining Committee approved or rejected, and how the Homeowner, tenant, guest and/or invitee may cure the violation (if applicable), or fulfill a suspension, or the date by which a fine must be paid. In no instance shall the Board have the authority to impose a fine and/or suspension when the Fining Committee votes to reject a fine and/or suspension.

### Decision

- 238.5 After the Hearing, the ~~Homeowner or resident Homeowner~~ will be notified in writing of the SRC's decision at his or her designated mailing or email address in the Association's official records by certified mail, return receipt requested, within ~~seven (7) five (5)~~ days from the date of the Hearing.

### 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 or resident later repeats the violation, the repeat violation may be treated as a new violation by the Association and any fines levied against the Homeowner or resident 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. If a violation is not cured prior to the Hearing and the proposed fine is approved by the SRC by a majority vote, the SRC must set a date by which the fine must be paid, which date must be at least thirty (30) days after delivery of the written notice to be provided by the SRC. If a violation is cured before the

Hearing, or if the violation is cured by the date set by the SRC for when a fine must be paid, the fine may not be imposed.

238.11 A Homeowner is jointly and severally liable with a violating tenant, guest, or invitee for any fines imposed as a result of a violation of the governing documents or rules by any tenant, guest, or invitee. Attorney fees and costs may not be awarded against a Homeowner, tenant, guest and/or invitee based on actions taken by the Association's Board before the date set by the SRC for the fine to be paid. Attorney fees and costs may not begin to accrue until after the date noticed by the SRC for payment of the fine. 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 Section 720.305(4), Florida Statutes, as it currently exists and as amended from time to time, the Association may also 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 Homeowners. 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 or resident. A First Notice of Violation will be sent as a reminder of the Association's governing documents/Rules and Regulations and will provide information concerning the violation. A copy of the First Notice of Violation will be sent by email (if applicable) and USPS mail to The Meadows residence and the Homeowner's or resident's last known mailing address, if applicable. The Homeowner/resident 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-Section 720.311, Florida Statutes.
  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 levy impose a fine or suspension. The Second Notice of Violation/Hearing Notice will be sent by email (if applicable) and USPS regular certified mail to The Meadows residence and the Homeowner's/resident's last known mailing address, if applicable. The Second Notice of Violation/Hearing Notice will inform the Homeowner/resident you of the amount of the fine or suspension to be levied, and the right to 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 Second Notice of Violation/Hearing Noticeletter.

~~(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, a Homeowner/resident ~~you~~ will be able to explain why he or she you are is in non-compliance and present evidence in their your defense. The SRC must follow the procedures as outlined in the SRC Special Review Committee Procedures. Presence at the Hearing does not ensure rejection of the levied fine or suspension imposed.
5. After the Hearing, the Homeowner/resident will be notified in writing of the SRC's decision at his or her designated mailing or email address in the Association's official records ~~by certified mail, return receipt requested,~~ within seven (7) five (5) days from the date of the Hearing.
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/resident for each day of a

continuing violation.

3. A fine cannot be imposed without notice and ~~an opportunity for a~~ hearing before the SRC.

~~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.~~

~~5.4.~~ Continued non-compliance may result in legal action by the Association, at the Homeowner's/resident's expense.

~~6.5.~~ The maximum allowable fine shall not be more than \$1,000.00 for each violation.

~~7.6.~~ A fine less than \$1,000.00 may not become a lien against a Homeowner.

~~8.7.~~ 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 or resident for the repeat violations will be treated as separate fines for purposes of calculating the maximum allowable fine amount.

~~9.8.~~ Pursuant to ~~Florida Statute Section~~ 720.305(4), Florida Statutes, as it currently exists and as amended from time to time, the Association may also 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/resident's last known email address (if applicable) or 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 the Special Review Committee ("SPC"), Association representatives, agents or legal counsel, and the Homeowner and the Homeowner's 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 gaveled closed, the Homeowner is free to be seated in the observer seating area if another case is presented.~~
- ~~10.9.~~ Additional Hearing Cases, if any, will begin with a new reading of these procedures (unless waived by Homeowner).
- ~~11. After all cases are gaveled 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.~~

~~12.10.~~ The Homeowner will be notified in writing of the SRC's decision at his or her designated email address or mailing address in the Association's official records by certified mail, return receipt requested, within seven (7) five (5) days from the date of the Hearing.

~~13.~~ This Hearing is open. Does the Association wish to present evidence?

# 238. Enforcement, Violation Notices, Fines, and Special Review Committee Procedures

## General Requirements

238.1 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.

238.2 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.

## Violation Reporting

238.3 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 Homeowners. If the violation is a matter that can be visually seen, a picture must be included with violation.

238.4 The Association may performs—weekly community-wide inspections as often as a weekly for Lot and Residence exterior visual non-compliance, which may be supplemented by targeted area inspections as needed to ensure compliance. ~~Homes noncompliant to these Rules and Regulations or the Architectural Guidelines will receive a violation notice with a picture. Violations~~ Any notice of Homes found to be non-compliant with these Rules and Regulations or the Architectural Guidelines must include a photograph documenting the observed non-compliance. Details of non-compliance identified during inspections may be noted in the Minutes of the Board Meetings and added to Homeowner records.

## Violation Notice Process

### ~~First Notice~~

238.5 After receiving notification in writing of a violation or the findings from association-conducted inspection, the Association, or its designated managing agent, will either send

~~a First Notice of Violation to the Homeowner (and resident, if applicable.)~~ 'Friendly Reminder' or a 'First Notice of Violation.'

~~238.5.1 A First Notice of Violation will be sent as a reminder of the Rules and Regulations and will provide information concerning the violation.~~

~~238.5.2 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.~~

~~238.5.3 The Homeowner and resident will have no less than 14 days from the date of the First Notice of Violation to comply.~~

~~238.5.4 If applicable, the First Notice of Violation may include a Statutory Offer to Participate in Pre-Suit Mediation, pursuant to Section 720.311 Florida Statutes.~~

### **Friendly Reminder**

238.6 The Association may issue a Friendly Reminder for initial or minor violations.

238.6.1 A Friendly Reminder will be a communication designed to remind the homeowner (and resident, if applicable) of the section of governing document non-compliance, what is required to restore compliance, and to seek the homeowner's assistance in fixing the issue.

238.6.2 A copy of the Friendly Reminder will be sent by USPS mail to The Meadows residence address and the Homeowner's last known mailing address, if applicable.

238.6.3 The Homeowner and resident will have no less than 14 days from the date of the Friendly Reminder to address the potential violation and restore compliance.

### **First Notice**

238.7 After determining a violation has been observed or reported in writing or remains uncured after a 'Friendly Reminder', the Association, or its designated managing agent, will send a First Notice of Violation to the Homeowner (and resident, if applicable).

238.7.1 A First Notice of Violation will be sent as a formal notice of the section of governing document non-compliance, what is required to restore compliance, and possible outcome or next steps of the Association if violation remains uncured.

238.7.2 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.

238.7.3 The Homeowner and resident will have no less than 14 days from the date of the First Notice of Violation to comply.

238.7.4 If applicable, the First Notice of Violation shall include a Statutory Offer to Participate in Pre-Suit Mediation, pursuant to Section 720.311 Florida Statutes.

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

## **Second Notice**

238.9 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 levy a fine or suspension.

238.9.1 The Second Notice of Violation/Hearing Notice will be sent by USPS regular mail or by email to the Homeowner's or resident's last known mailing address or email, if applicable.

238.9.2 The Second Notice to the Homeowner or resident will inform the Homeowner or resident of the fine or suspension, and a hearing before the Special Review Committee (the "Hearing") to consider imposition of the fine or suspension.

238.9.3 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 Hearing must be held within ninety (90) days after issuance of the Second Notice.

**238.9.4** The Second Notice of Violation/Hearing Notice must include a description of the alleged violation; the specific action required to cure such violation (if applicable); the Hearing date and location; and access information if the Hearing is held by telephone or other electronic means.

**238.9.5** The fining and suspension process set forth herein is established in accordance with the provisions of Section 720.305, Florida Statutes, as it currently exists and as amended from time to time.

**238.10** If the violation is not cured within the 14-day cure period provided in the First Notice for any violation involving 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, then the Board, instead of fining, may direct the Association to bring an action for damages and/or injunction against the Homeowner for the purposes of curing or correcting the violation.

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

**238.11** The BOD shall appoint a Special Review Committee ("SRC").

**238.11.1** 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.

**238.11.2** The SRC reviews the fine or suspension (to decide if it is reasonable) and hears any objections or defenses from the Homeowner or resident.

**238.11.3** The SRC shall be composed of at least three (3) members of the Association.

**238.11.4** 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.

238.11.5 The SRC must follow the procedures as outlined in this section of Association Rules and Regulations and Section 720.305, Florida Statutes, as it currently exists and as amended from time to time.

238.11.6 Presence of homeowner, resident, or their counsel at the Hearing does not ensure rejection of the levied fine or suspension.

238.11.7 A homeowner, resident, and their counsel have the right to attend a hearing by telephone or other electronic means.

## Hearing Procedures

### Hearing Rights

238.12. At the Hearing, the Homeowner or 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; if the violating party wishes to have legal counsel attend the Hearing, the violating party must provide at least five (5) days written notice to the Association in advance of the Hearing. If timely notice is not provided, the attorney may be precluded from attending the Hearing.

(e) Make a follow-up (rebuttal) presentation, if they chose, after the Association follow-up (rebuttal) presentation

### Hearing Process

238.13 At the Hearing, SRC must follow the procedures as outlined in the SRC Procedures in its review of the information presented related to the violation and the levied fine and its decision to either confirm or reject the fine or suspension.

238.14 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 the Special Review Committee ("SRC"), Association representatives, agents or legal counsel, and the Homeowner and the Homeowner's legal counsel, and the Resident and the Resident's 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. Additional Hearing Cases, if any, will begin with a new reading of these procedures (unless waived by Homeowner).
10. The Homeowner will be notified in writing of the SRC's decision at his or her designated email address or mailing address in the Association's official records within seven (7) days from the date of the Hearing.

## **Decision and Notification**

**238.15** After the Hearing, the SRC members will hold a closed session to make a decision on each violation referred for a hearing.

**238.15.1** The SRC shall have seven (7) days after the Hearing to make its determination as to whether to confirm or reject a fine and/or suspension against a violating party. If the SRC, by majority vote, does not approve a fine or suspension, the proposed fine or suspension may not be imposed.

**238.15.2** The SRC shall provide written notice to the Homeowner, tenant, guest and/or invitee at his or her designated mailing or email address in the Association's official records of the findings related to the violation(s), including any applicable fines or suspensions that the SRC approved or rejected, and how the Homeowner, tenant, guest and/or invitee may cure the violation (if applicable), or fulfill a suspension, or the date by which a fine must be paid.

**238.15.3** In no instance shall the Board have the authority to impose a fine and/or suspension when the SRC votes to reject a fine and/or suspension.

**238.16** After the Hearing, the Homeowner or resident will be notified in writing of the SRC's decision at his or her designated mailing or email address in the Association's official records within seven (7) days from the date of the Hearing.

## **Fines and Penalties**

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

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

**238.19** If the violation is cured and the Homeowner or resident later repeats the violation, the repeat violation may be treated as a new violation by the Association and any fines levied against the Homeowner or resident for the repeat violations will be treated as separate fines for purposes of calculating the maximum allowable fine amount.

**238.20** If a violation is not cured prior to the Hearing and the proposed fine is approved by the SRC by a majority vote, the SRC must set a date by which the fine must be paid, which date must be at least thirty (30) days after delivery of the written notice to be provided by the SRC. If a violation is cured before the Hearing, the fine may not be imposed.

**238.21** A Homeowner is jointly and severally liable with a violating tenant, guest, or invitee for any fines imposed as a result of a violation of the governing documents or rules by any tenant, guest, or invitee. Attorney fees and costs may not be

awarded against a Homeowner, tenant, guest and/or invitee based on actions taken by the Association's Board before the date set by the SRC for the fine to be paid. Attorney fees and costs may not begin to accrue until after the date noticed by the SRC for payment of the fine.

**238.22** Pursuant to Section 720.305(4), Florida Statutes, as it currently exists and as amended from time to time, the Association may also suspend the voting rights of any Homeowner who is ninety (90) days or more delinquent in the payment of any fine.

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

## **Enforcement Actions**

**238.24** 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, bring an action for damages and/or injunction against the Homeowner for the purposes of curing or correcting the violation.

**238.25** 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.

## **Non-Enforcement Clause**

**238.26** 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.

## 236. Online Document Web Access Portal

- 236.1 The Association shall establish and maintain a secure, password-protected online document web portal accessible through the Association's website ([themeadowswgv.com](http://themeadowswgv.com)). This portal shall be accessible only to parcel owners and authorized Association employees, in compliance with F.S. 720.303(4)(b) and 720.303(5)(g).
- 236.2 Access to the protected sections of the web portal shall be granted to parcel owners upon written request to the Association. The Association will provide each requesting owner with a unique username and password to access the portal.
- 236.2.1 The "written request" requirement shall be satisfied by the parcel owner submitting their information through the Association's designated process, which may include online forms, mobile applications, or other electronic means as determined by the Association.
- 236.2.2 The Association shall maintain current documentation detailing the specific steps and methods for submitting access requests. This documentation shall be readily available to all parcel owners through the Association's website and other appropriate channels.
- 236.2.3 Access request methods and processes may be updated as technology evolves. The Association will ensure that current instructions are always accessible to parcel owners whenever such changes occur.
- 236.2.4 The Association shall process access requests within 10 business days of receipt. The Association strives to process all requests the next business day whenever possible.
- 236.3 The Association shall designate a responsible person or committee to manage and maintain the online document web portal. At minimum, these responsibilities include:
- Ensuring documents are posted in a timely manner to meet statutory requirements
  - Utilizing a clear organizational structure to make documents easily locatable
  - Providing documents in a downloadable format compatible with mobile devices

- 236.4 The following documents shall be maintained and accessible through the web portal, as required by F.S. 720.303(4)(b):
- i. Articles of incorporation and all amendments
  - ii. Recorded bylaws and all amendments
  - iii. Declaration of covenants and all amendments
  - iv. Current association rules
  - v. List of all current executory contracts
  - vi. List of bids received within the past year (after bidding has closed)
  - vii. Annual budget, any proposed budgets, annual financial reports, and monthly income/expense statements
  - viii. Current insurance policies
  - ix. Director certification documentation
  - x. Contracts or transactions between the association and directors, officers, or certain other entities
  - xi. Conflict of interest documents as specified in statute
  - xii. Meeting notices, agendas, and documents to be considered at member and board meetings
- 236.5 The Association shall review all documents before posting to the web portal and redact or exclude any information that is restricted from owner access under F.S. 720.303(5)(g), including:
- Records protected by attorney-client privilege or work-product privilege
  - Information connected to the lease, sale, or transfer of parcels
  - Personnel records of association/management company employees
  - Medical records of parcel owners or residents
  - Personal identifying information as specified in the statute
  - Electronic security measures and passwords
  - Association software and operating systems
  - Affirmative acknowledgments made under F.S. 720.303(5)(g)

- 236.6 The web portal shall be regularly maintained to ensure functionality and security. Documents shall be reviewed at least quarterly to ensure they are current and accurate, with outdated documents archived or removed as appropriate ensuring compliance with the Association Record Retention Policy.
- 236.7 Parcel owners shall not share their login credentials with unauthorized persons. Violation of portal security measures may result in suspension of portal access privileges.
- 236.8 The Association shall implement appropriate security measures to protect sensitive information and maintain compliance with all applicable laws and regulations.
- 236.9 The Association bears no legal or financial responsibility for the disclosure of information protected under F.S. 720.303(5)(g) if such information is included in an official record of the Association and is voluntarily provided by an owner without a specific request from the Association. This includes, but is not limited to, any damages, losses, or consequences resulting from such voluntary disclosure.
- 236.10 Members shall be notified of the portal's existence and how to request access. Instructions for using the portal shall be made available to all members.
- 236.10.1 Users experiencing technical difficulties with the portal should contact the Community Association Management office through the contact methods listed on the Association's website "Contact Us" page for assistance.
- 236.11 The Board of Directors shall conduct an annual review to ensure compliance with this policy and relevant Florida statutes.
- 236.12 The Association shall maintain a secure system for managing user credentials to the web portal. When a parcel owner sells their property or an employee/officer is no longer associated with the Association, their access credentials shall be promptly revoked. The Association may periodically review the list of authorized users and deactivate any accounts for individuals who are no longer eligible for access.
- 236.13 Parcel owners are responsible for notifying the Association in writing when they sell their property so their web portal access can be terminated. Failure to do so may result in the owner being liable for any unauthorized access or disclosure of information through their active account.

236.13.1 The Association shall promptly deactivate web portal access credentials upon receiving notification of a property sale through any verifiable channel, including but not limited to:

- Direct notification from the selling owner
- Property records and deed transfers
- Title company or real estate agent communications
- Settlement documentation

The Association's obligation to terminate access applies regardless of whether the selling owner provided direct notification.

236.13.2 The Association's action to terminate access upon discovering a property sale through means other than direct owner notification does not relieve selling owners of their responsibility to notify the Association as required under section 236.13. Selling owners remain liable for any unauthorized access or disclosure that occurs prior to the Association's discovery of the sale through any means.

236.14 The Association reserves the right to suspend or terminate an individual's access to the web portal for violation of the terms of use, security policies, or for the following causes:

- Sharing login credentials with unauthorized individuals
- Attempting to circumvent portal security measures
- Using the portal to harass, intimidate, or threaten others
- Attempting to access restricted information
- Downloading or distributing portal documents for unauthorized commercial purposes
- Engaging in any activity that compromises the portal's security or functionality
- Violating any applicable federal, state, or local laws through portal use

The duration of suspension or termination shall be determined by the Board based on the severity and frequency of the violation(s).

## 237. Association Document Distribution via Website

237.1 The Association shall maintain governing documents, including rules, covenants, and amendments, on the Association website's "Download" page (<https://themedowswgv.com/download>).

237.2 All members and residents are provided access to Association governing documents through the website.

237.3 When rules or covenants are amended:

- Members will receive notice of amendments
- Updated documents shall be posted on the website
- Amendment notices shall be posted on the website
- Members may request digital copies via email or physical copies via USPS mail

237.4 Distribution notices of amendment to members shall be sent:

- By email to members who have consented to electronic notices
- By USPS mail to all other members at their official record address

## 238. Association Meeting Notices and Meeting Documents

- 238.1 The Association shall maintain meeting notices, agendas, and related documents on the Association website's "Notices" page (<https://themeadowswgv.com/notices>).
- 238.2 Member meeting notices and agendas shall be posted on the website at least fourteen (14) days before such meetings.
- 238.3 Documents to be considered and voted on during member meetings shall be posted at least seven (7) days before the member meeting.
- 238.4 Board meeting notices, agendas, and required documents shall be posted on the website according to Association Bylaws requirements.

## 239. Annual Review to Preserve Association's Legal Authority

- 239.1 Florida law (Marketable Record Title Act) requires the Association to protect its legal authority to operate, including its power to collect assessments and enforce community rules. Without this protection, these important powers could expire
- 239.2 The Board of Directors shall conduct this review as follows:
- **Timing:** At the first regular Board meeting after each annual members' meeting
  - **Purpose:** To determine if legal action is needed to preserve the Association's declaration of covenants and restrictions
  - **Documentation:** Record the review findings in the meeting minutes
- 239.3 Protection Actions:
- **If action is needed:** The Board shall authorize the President or Secretary to file a notice of preservation with the county as required by Florida Statute 720.3032(2)
  - **If no action is needed:** The Board shall note in the minutes when the next annual review will occur
- 239.4 This review is required by Florida Statute 720.303(2)(e) to ensure our community's governing documents remain valid and enforceable.

## 240. Strategic Financial Management of Association Funds

240.1 The Association maintains reserve accounts for capital expenditures, deferred maintenance, and unforeseen events to protect property values and ensure financial stability of the community.

240.2 The Board of Directors shall conduct financial oversight as follows:

- **Reserve Assessment:** Annually review reserve funding levels and requirements during budget preparation
- **Financial Planning:** Maintain a multi-year capital expenditure plan for major repairs and replacements
- **Plan Tracking:** The Board shall:
  - Track and report all reserve expenditures against the multi-year plan
  - Document maintenance or repairs not completed as scheduled
  - Assess and report increased risks from delayed work or deferred maintenance
- **Professional Guidance:** Obtain expert advice for reserve analysis and financial planning as needed

240.3 Reserve Fund Management:

- **Fund Protection:** The Board shall maintain reserve funds in separate accounts from operating funds
- **Fund Utilization:** Reserve funds shall only be used for their designated purposes unless otherwise approved by membership vote
- **Emergency Access:** The Board may access reserve funds for emergency repairs with proper documentation

240.4 Financial Transparency:

- **Regular Reporting:** The Board shall:
  - Provide quarterly updates on reserve account status at Board meetings
  - Include in meeting minutes a summary of plan tracking status, highlighting completed work, delays, and potential risks
  - Document any significant changes to planned expenditures or timelines
- **Annual Review:** The Board shall present at the annual members meeting:
  - Past year's reserve fund usage and outcomes
  - Planned reserve expenditures for the coming year
  - Potential threats or concerns affecting reserve accounts
- **Documentation:** Maintain clear records of all reserve fund expenditures and planning decisions

240.5 This strategic financial management and transparency with owners ensures the Association meets its legal obligations under Florida Statutes, maintains open communication about financial decisions, and protects the community's long-term financial health.

# **Meadows HOA Architectural Guidelines – Current Version**

## **CURRENT VERSION**

### **206. Basis for the Decision**

The Architectural Review Committee (ARC), in making its decisions, may consider purely aesthetic matters that, in the sole opinion of the ARC, will affect the desirability or suitability of the construction. The ARC will not be limited to the specific restrictions and requirements of these guidelines in making its decisions.

It is possible a submitted review request may meet all guidelines and criteria listed below and still not receive approval if, in the judgment of the ARC, its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating an obligation on the part of the ARC to approve applications involving similar designs for proposed improvements pertaining to different lots. The purpose of the ARC is to ensure that the overall quality level of The Meadows is maintained at the highest level possible while allowing for each homeowner's individual taste in design, colors, and materials.

# Meadows HOA Architectural Guidelines – Proposed Revision

## PROPOSED REVISION

### 206. Basis for the Decision

The Architectural Review Committee (ARC), in making its decisions, must reasonably and equitably apply and enforce the architectural and construction improvement standards authorized by the Covenants and these guidelines on all parcel owners (homeowner). The ARC, in making its decisions, may consider purely aesthetic matters that, in the sole opinion of the ARC, will affect the desirability or suitability of the construction.

If the ARC denies a homeowner's request or application, it will provide written notice to the homeowner stating:

1. The specific rule or covenant relied upon when denying the request or application, and
2. The specific aspect or part of the proposed improvement that does not conform to such rule or covenant

It is possible a submitted review request may meet all guidelines and criteria listed below and still not receive approval if, in the judgment of the ARC, its overall aesthetic impact is not acceptable. The approval of an application for one proposed improvement shall not be construed as creating an obligation on the part of the ARC to approve applications involving similar designs for proposed improvements pertaining to different lots. The purpose of the ARC is to ensure that the overall quality level of The Meadows is maintained at the highest level possible while allowing for each homeowner's individual taste in design, colors, and materials.

# **Meadows HOA Architectural Guidelines – Proposed Revision**

## **FL 720.3035 (2024) – Key Changes - Architectural control covenants**

. An association or any architectural committee of an association must reasonably and equitably apply and enforce on all parcel owners the architectural and construction improvement standards authorized by the declaration of covenants or other published guidelines and standards authorized by the declaration of covenants.

If the association or any architectural committee of the association denies a parcel owner’s request or application for the construction of a structure or other improvement on a parcel, the association or committee must provide written notice to the parcel owner stating with specificity the rule or covenant on which the association or committee relied when denying the request or application and the specific aspect or part of the proposed improvement that does not conform to such rule or covenant.

**ADD NEW SECTION**

**400 Hurricane Protection**

400.1 The Board of Directors of the Association has adopted comprehensive Hurricane Protection Standards in compliance with Florida Statute 720.3035(6) for, and only for, hurricane protection systems that comply with the following published requirements and conditions, and installation has received Architectural Review Committee (ARC) approval.

400.2 Failure to maintain hurricane protection systems in compliance with the following requirements and conditions constitutes a violation of the Association's governing documents.

**401 Hurricane Protection Requirements and Conditions**

**401.1 Definition**

**401.1.1 Hurricane Protection Systems**

Hurricane protection systems include any approved products or installations designed to preserve and protect structures or improvements, which are code compliant, during named storms and hurricane conditions.

**401.1.2 Structural Protection Systems**

- a) **Roof Systems:** Complete roofing assemblies including shingles, underlayment, and supporting structures
- b) **Impact-Resistant Windows:** Windows specifically designed and rated for hurricane conditions
- c) **Impact-Resistant Doors:** Entry doors, sliding doors, and other exterior doors rated for hurricane conditions
- d) **Reinforced Garage Doors:** Garage doors specifically designed and rated for hurricane conditions

**401.1.3 Deployable Protection Systems**

- a) **Permanent Fixed Storm Shutters:** Permanently mounted shutters that can be opened or closed as needed
- b) **Roll-Down Track Storm Shutters:** Track-mounted shutters that roll up into a housing when not in use

## **Meadows HOA Architectural Guidelines – Proposed Revision**

- c) **Polycarbonate Panels:** Removable rigid panels designed for temporary installation
- d) **Fabric Storm Panels:** Removable fabric-based panels designed for temporary installation

### **401.1.4 Site Protection Systems**

- a) **Erosion Controls:** Measures designed to prevent soil erosion during storm conditions
- b) **Exterior Fixed Generators:** Permanently installed emergency power systems
- c) **Fuel Storage Tanks:** Approved containers for storing generator fuel

### **401.1.5 Other Protection Systems**

Any other hurricane protection products not specifically listed above but meeting all requirements of these standards and receiving explicit ARC approval prior to installation.

### **401.1.6 Code Compliance**

All hurricane protection systems must comply with current Florida Building Code requirements and any applicable local building codes.

## **401.2 Approval Required**

401.2.1 All hurricane protection systems must receive written ARC approval prior to installation.

## **401.3 Installation Timeline**

401.3.1 Construction and installation must be completed within 90 days of approval.

## **401.4 Prohibited Items**

401.4.1 Plywood nailed or screwed into structures or improvements for hurricane protection is strictly prohibited.

## **402 Hurricane Protection Structural and Equipment Standards**

### **402.1 Roof Systems**

402.1.1 A roof system in The Meadows must meet or exceed ASCE 7-22 standards as recognized by the Florida Building Code

## **Meadows HOA Architectural Guidelines – Proposed Revision**

to withstand hurricane wind design loads of 120 mph or greater.

402.1.2 Only impact-resistant shingles are permitted as roofing material.

402.1.3 The roof color must be consistent and architecturally compatible with and similar to the color palette of current Association ARC approved roof installations.

### **402.2 Windows and Doors**

402.2.1 All windows and doors must be rated to withstand hurricane wind design loads of 120 mph or greater.

402.2.2 Installation must be consistent and architecturally compatible with and similar to the current Association ARC approved window and door installations, including appropriate finishing or painting.

402.2.3 Any replacement of existing windows or doors must meet these same standards.

### **402.3 Garage Doors**

402.3.1 Garage doors must be rated to withstand hurricane wind design loads of 120 mph or greater.

402.3.2 Installation and finishing must be consistent and architecturally compatible with and similar to the current Association ARC approved garage door installations.

402.3.3 This requirement applies to both new installations and replacements of existing garage doors.

### **402.4 Hurricane Panels**

402.4.1 Hurricane panels may be constructed of solid corrugated aluminum, steel, or polycarbonate material for maximum stability rated to withstand hurricane wind design loads of 120 mph or greater.

402.4.2 These panels must be affixed to the building using pre-installed fasteners when in use.

402.4.3 All mounting hardware must be non-corrosive, and any building penetrations must be properly sealed.

402.4.4 Hardware must be painted to match the mounting surface.

## **Meadows HOA Architectural Guidelines – Proposed Revision**

402.4.5 When not needed for storm protection, panels must be stored within the owner's residence.

### **402.5 Permanent Fixed Storm Shutters**

402.5.1 Permanent fixed storm shutters may be constructed of aluminum, steel, or polycarbonate material for maximum stability rated to withstand hurricane wind design loads of 120 mph or greater.

402.5.2 These shutters must be of a color and design generally accepted as complementary to the exterior of the house.

402.5.3 These shutters must be affixed to the building using pre-installed fasteners when open or closed (in use).

402.5.4 All mounting hardware must be non-corrosive, and any building penetrations must be properly sealed.

402.5.5 Hardware must be painted to match the mounting surface.

402.5.6 When not needed for storm protection, shutters must remain in securely open position on the exterior of the house.

### **402.6 Roll-Down Track Storm Shutters**

402.6.1 Roll-down track storm shutters must be constructed of white or off-white finish aluminum with high-impact tested interlocking slats capable of withstanding winds of 120 mph or greater.

402.6.2 The storage box must be 5-sided, constructed of aluminum, and painted to match the surrounding surface.

402.6.3 Motorized systems are permitted.

402.6.4 Installation must be as unobtrusive as possible to maintain the aesthetic appearance of the building.

### **402.7 Fabric Storm Panels**

402.7.1 Fabric storm panels must be constructed of strong, lightweight woven fabric with a geo-synthetic PVC coating.

402.7.2 These panels attach to the building using pre-installed fasteners.

## **Meadows HOA Architectural Guidelines – Proposed Revision**

402.7.3 All mounting hardware must be non-corrosive, and any penetrations must be sealed and painted to match the mounting surface.

402.7.4 When not in use, panels must be stored within the owner's residence.

### **402.8 Fixed Generators**

402.8.1 Generators must be permanently installed on a concrete pad in a location approved by the ARC.

402.8.2 The installation shall be properly screened from public view from the street using either approved landscaping or fencing. (See Architectural Standards - Outside Mechanical Equipment)

402.8.3 The screening method must be specified in the ARC application and maintained as approved.

### **402.9 Fuel Storage**

402.9.1 Above-ground fuel storage tanks are permitted solely for generator use.

402.9.2 These tanks must be properly secured according to all local and state regulations.

402.9.3 Screening from public view from the street is required using either approved landscaping or fencing, which must be specified in the ARC application and maintained as approved. (See Architectural Standards - Outside Mechanical Equipment)

### **402.10 Erosion Control**

402.10.1 Properties bordering lakes or ponds must implement and maintain appropriate erosion control measures.

402.10.2 Landscaping must incorporate native, wind-resistant plants specifically chosen to minimize erosion.

402.10.3 The erosion control plan must be included in the ARC application and maintained as approved.

## **403 Hurricane Protection Operation and Maintenance**

### **403.1 Deployment Rules**

## **Meadows HOA Architectural Guidelines – Proposed Revision**

403.1.1 Removable hurricane protection systems may only be deployed when a named storm is forecast to impact St. Johns County. Installation may begin no earlier than 72 hours before the forecasted impact as issued by the National Weather Service (NWS).

403.1.2 Following the storm's passage, all temporary protection systems must be removed within 72 hours after the storm warning has been discontinued by the National Weather Service (NWS).

403.1.3 Fixed storm shutters and roll-down track storm shutters must remain in the open position except during these designated storm periods.

### **403.2 Extended Deployment**

403.2.1 Extended deployment of protection systems may be permitted under specific circumstances.

403.2.2 Protection systems may remain deployed under either of the following conditions:

- a) The NWS National Hurricane Center issues additional hurricane watches or warnings for St. Johns County within the standard 72 hour post-storm removal period.
- b) A subsequent named storm is forecast to impact St. Johns County within 7 days of the previous storm's forecasted impact.

403.2.3 Owners must submit written notification to the ARC when exercising this exception, citing the specific weather conditions warranting extended deployment.

### **403.3 Maintenance Responsibilities**

403.3.1 Property owners bear full responsibility for all costs associated with the installation, maintenance, and upkeep of hurricane protection systems.

403.3.2 All components must be maintained in good condition to ensure both functionality and appearance.

403.3.3 Owners are liable for any damage to common areas or neighboring properties that occurs during installation, maintenance, or use of these systems.

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**403.4 Appearance Standards**

- 403.4.1 All visible components of hurricane protection systems must be either white, off-white, or painted to match the home's exterior, unless otherwise specified in Architectural Standards.
- 403.4.2 Installations must maintain the community's aesthetic standards through proper maintenance of both the protection systems and any required screening or landscaping.
- 403.4.3 The overall appearance must remain consistent with the community's architectural character.

**CURRENT VERSION**

**314. Fences**

**314.1** All new and replacement fence requires approved by the Architectural Review Committee before construction begins.

**314.2** The quality of all fence installation must meet or exceed the workmanship of a qualified fence contractor

**314.3** The composition of new or replacement fencing must be pressure treated pine or wood tone vinyl with an additional option for rear fence on a retention pond.

**314.3.1 Pressure Treated Pine Fence**

- a. Three designs are approved, Shadow Box, Privacy Shadow Box, and Board on Board
- b. Use only high-quality pressure treated pine lumber.
- c. Posts shall be set 30 inches into the ground below grade
- d. Use three horizontal pressure treated 2X4s.
- e. Use 5/8” thick pressure treated pickets of uniform matching width.
- f. All wood surfaces must be treated with commercial grade waterproofing 4-5 months after completion of installation, and every two years thereafter.
- g. Homeowner is responsible to maintain the quality and presentation of the fence which requires the fence to be repair as needed, broken or missing pickets replaced, and pressure washing to keep clear of dirt, mold, and mildew.

**314.3.2 Wood Tone Vinyl Fence**

- a. Three designs are approved: Shadow Box, Privacy Shadow Box, and Solid Panel.
- b. Only high-quality vinyl fence materials shall be used and installed.
- c. The color of the vinyl fence must be wood tone to blend with existing pine fences.
- d. White colored (bright white) vinyl fence is strongly discouraged and will be considered on a case by case basis.

## **Meadows HOA Architectural Guidelines – Current Version**

- e. Vinyl fence posts must be set 30 inches into the ground below grade.
- f. Since vinyl fence post are hollow, the posts should be set and filled below grade with concrete for stability and sturdiness.
- g. It is recommended that, as a minimum, the vinyl fence post at both sides of gates and at corners should be set and filled below grade with concrete

### **314.3.3 Criteria for Rear Fence Facing Retention Pond**

- a. The rear lot line fence facing a retention pond may be four feet high in the following styles: shadow box, picket, plank or metal spaced picket (wrought iron style) composed of iron or vinyl.
- b. When a rear lot line fence faces a retention pond, the fence must contain a gate which allows direct access to area between the fence and the edge of the water for mowing and edging of grass without crossing into the neighboring lot. (Maintenance of the grass to the water edge is the responsibility of the owner or tenant of the residence.)
- c. If the rear property line fence is shadow box, picket or plank, it must be natural wood color.
- d. If the rear property line fence is metal spaced picket (wrought iron style), the color must be black.

**314.4** Maximum height permitted is six feet. Top of fence can be no more than six feet above grade.

**314.5** No fencing shall extend beyond the halfway point of the sidewall plane of the structure into the front yard.

**314.6** Fence sections with gates may be installed, where allowed on side yards.

**314.7** Wood fencing may not be painted; only transparent wood stain or wood preservative will be allowed.

**314.8** When a fence is currently in place on an adjacent property, consideration should be given to aligning the front portion of the fences.

**Meadows HOA Architectural Guidelines – Current Version**

- 314.9** Support posts must be installed on the inside of the fence being installed.
- 314.10** All fences must adhere to and comply with St. Johns County code and regulations.

**PROPOSED REVISION – ADD NEW PARAGRAPH**

**314.11 Wood Fence Maintenance Standards**

A properly maintained wood fence must meet the following key criteria to comply with Section 314.1(g). Detailed inspection criteria and checklist are provided in Appendix [X].

**314.11.1 Structural Stability**

- a. Posts must be firmly set with no visible leaning or movement
- b. All horizontal rails must be level, firmly attached, and free of significant sagging
- c. Pickets must be securely fastened with uniform height and spacing
- d. No temporary repairs such as metal braces, wire ties, or rope supports are permitted

**314.11.2 Physical Condition**

- a. No broken, missing, or significantly damaged pickets
- b. No major rot, especially at ground level posts
- c. No significant cracks or splits in posts or rails
- d. Bottom rot limited to 2 inches or less where pickets contact ground
- e. No gaps large enough to see through when viewed straight-on from 6 feet away
- f. Free from excessive dirt, mold, and mildew

**314.11.3 Gates**

- a. Must open and close smoothly
- b. Must latch securely
- c. Must align with fence height
- d. All hardware must be complete and functional

**314.11.4 Overall Integrity**

- a. Fence must remain stable under normal use conditions
- b. No loose or missing fasteners
- c. Posts and rails must be properly connected

## **Meadows HOA Architectural Guidelines – Proposed Revision**

- d. All repairs must be permanent and match existing fence design and materials

**PROPOSED REVISION – ADD NEW APPENDIX**

## **Visual and Physical Inspection Criteria for Wood Fence Maintenance Standard**

This inspection criteria accounts for an aged fence, local conditions in northeast Florida, and focuses on safety and functionality while maintaining aesthetic standards.

### **Structural Stability**

1. Posts (4x4):
  - No visible leaning
  - No rocking when firmly pushed
  - No significant rot, especially at ground level
  - No major cracks or splits
2. Rails (2x4):
  - All three rails present and level
  - No visible sagging (less than 2" deflection between posts)
  - Firmly attached to posts
  - No significant rot or insect damage
  - No major splits or cracks
3. Pickets:
  - Firmly attached (no looseness when grabbed)
  - Uniform height alignment across fence line
  - Even spacing between pickets
  - No gaps large enough to see through when viewed at 90 degrees from 6 feet away
  - Bottom rot limited to 2" or less where pickets contact ground
  - No broken or missing pickets
  - Upper 70" of 6 foot pickets free from significant damage

### **Gate Function**

1. Operation:
  - Opens and closes smoothly
  - Latches securely when closed
  - No dragging on ground
  - Aligns with fence height
  - Pickets match fence pattern
  - Hardware complete and functional

### **Basic Strength Test**

1. Lean Test:
  - Fence should remain firm when an adult (150+ lbs) leans against it
  - Test both at posts and midway between posts
  - No significant movement or creaking

### **Unacceptable Conditions**

1. Temporary Repairs:
  - No metal or wood splints/braces
  - No wire ties or rope supports
  - No temporary post supports
2. Structural Issues:
  - Loose or missing fasteners
  - Gaps between rails and posts
  - Unstable posts
  - Broken or split pickets
  - Missing pickets

**CURRENT SECTION**

**325. Roofing**

- 325.1 Any and all roof modifications and improvements require the approval of the Architectural Review Committee ("ARC"), and obtaining a St Johns County Building permit, prior to the commencement of roof work.
- 325.2 Any and all roof modifications and improvements require the use and installation of architectural shingles (also described as dimensional, laminate, or laminated architectural shingles) that are rated and installed to withstand winds of up to 130 mph.
- 325.3. Any and all repair replacement of a roof shingle shall be repaired or replaced so that it matches in quality, color, and size with the shingles in the adjoining areas and the repaired roof shall present a uniform consistent appearance when viewed from the street.
- 325.4 The individual repair replacement of a broken Three-Tab shingle is required to use a matching Three-Tab shingle. Otherwise, the use of Three-Tab shingles is prohibited.

# Meadows HOA Architectural Guidelines – Proposed Revision

## REVISED SECTION

### 325. Roofing

**325.1** Any and all roof modifications and improvements require the approval of the Architectural Review Committee ("ARC"), and obtaining a St Johns County Building permit, prior to the commencement of roof work.

**325.2** Any and all roof modifications and improvements must utilize roofing systems and materials recognized by the Florida Building Code (FBC) that meet or exceed the wind uplift and impact resistance standards as specified in ASCE 7-22 for hurricane protection. Approved roofing systems for 1 or 2-story private single-family residences include:

- **Architectural (Dimensional) Shingles:** Must meet ASTM D7158 Class H or ASTM D3161 Class F standards, rated to withstand winds of up to 130 mph. These shingles provide enhanced wind resistance and a layered, contoured appearance.

**325.3** The roof color must be consistent and architecturally compatible with and similar to the color palette of current Association ARC approved roof installations.

**325.4** Any and all repair replacement of a roof shingle shall be repaired or replaced so that it matches in quality, color, and size with the shingles in the adjoining areas and the repaired roof shall present a uniform consistent appearance when viewed from the street.

**325.5** The individual repair or replacement of a broken Three-Tab shingle is required to use a matching Three-Tab shingle to maintain uniformity until roof replacement is required. Otherwise, the use of Three-Tab shingles is prohibited.

**325.6** All roofing materials and systems must be installed according to the manufacturer's specifications and guidelines to ensure compliance with the FBC and ASCE 7-22 standards.

**CURRENT VERSION**

**329. Storage Sheds**

329.1 The Board of Directors of the Association has issued a waiver of enforcement by the Association against sheds (Article VIII, Section 8.5 of the Covenants) for, and only for individual storage shed that comply with the following published requirements and conditions, and has received ARC approval.

329.2 Failure to maintain shed in compliance with the following requirements and conditions is in violation of Article VIII, Section 8.5 of the Covenants.

**329.3 Storage Shed Requirements and Conditions**

329.3.1 **Definition:** A storage shed in The Meadows is prefabricated or on site constructed enclosure that is less than 9 feet high, less than 150 square feet in area and is used for the storage of lawn tractors, garden implements, bicycles and other common household commodities.

329.3.2 **Quantity:** Only one shed per lot will be approved.

329.3.3 **Use:** Sheds shall be used only for the storage of lawn tractors, garden implements, bicycles and other common household commodities

329.3.4 **Prohibited Use:** Under NO any circumstances shall the storage shed be used as a living or recreational space.

329.3.5 **Location:** Sheds may be located only within the building setback lines and must be in the backyard.

329.3.6 **Location on retention ponds:** When the residence is on a retention pond, the shed must be placed directly against the rear of the home within the building setback lines.

329.3.7 **Size:** Maximum footprint shall be 150 square feet (i.e., 10' X 10' or 8' X 12').

329.3.8 **Height:** Maximum allowable height shall be 9 feet.

329.3.9 **Structure:** Sheds of wood, metal or plastic construction are permitted.

## **Meadows HOA Architectural Guidelines – Current Verson**

- 329.3.10 **Floor and Fountain:** Sheds must include a solid floor composed of either a 4-inch-thick concrete slab or an integrated floor of suitable building material (e.g., pressure treated lumber). The area around the foundation must be backfilled; no exposed space under the shed will be permitted. A suitable barrier must be in place to prevent burrowing animals from making a habitat under the shed. (No dirt or gravel floors will be permitted inside the shed.)
- 329.3.11 **Roof:** Roof must be sloped to compliment the primary residence. Flat roofs will not be approved.
- 329.3.12 **Door Latches:** All sheds must have a door that latches.
- 329.3.13 **Utilities:** Any utilities servicing the shed must be underground. No above ground utilities of any type will be permitted.
- 329.3.14 **Exterior lighting:** Any lighting on the exterior of the shed shall not exceed 1200 lumens (the equivalent of a 75-watt incandescent light bulb) and must be enclosed in a permanent fixture attached to the shed. Every efforts must be undertaken to shield neighbors from light overrun.
- 329.3.15 **Maintenance:** Property owners are responsible for the maintenance of all structures on their property, including the shed and any landscaping included, and approved, in the initial request.
- 329.3.16 **Exterior:** No items may be stored outside of, or attached to the outside of, the shed.
- 329.3.17 **Security:** Shed doors should be kept closed and latched when not in use.

**PROPOSED REVISION**

**329. Storage Sheds**

329.1 The Board of Directors of the Association has issued a waiver of enforcement by the Association against sheds (Article VIII, Section 8.5 of the Covenants) for, and only for individual storage shed that comply with the following published requirements and conditions, and has received Architectural Review Committee (ARC) approval.

329.2 Failure to maintain storage shed in compliance with the following requirements and conditions is in violation of Article VIII, Section 8.5 of the Covenants.

**329.3 All new and replacement storage sheds require approval by the ARC before construction begins.**

**329.4 Definition:** A storage shed in The Meadows is a prefabricated or on-site constructed enclosure that is less than 9 feet high, less than 150 square feet in area, and is used for the storage of lawn tractors, garden implements, bicycles, and other common household commodities.

**329.5 General Requirements**

329.5.1 **Quantity:** Only one storage shed per lot will be approved.

329.5.2 **Use:** Storage sheds shall be used only for the storage of lawn tractors, garden implements, bicycles, and other common household commodities.

329.5.3 **Prohibited Use:** Under NO circumstances shall the storage shed be used as a living or recreational space.

**329.5.4 Size and Height:**

- a. Maximum footprint shall be 150 square feet (i.e., 10' X 10' or 8' X 12').

## **Meadows HOA Architectural Guidelines – Proposed Revision**

b. Maximum allowable height shall be 9 feet **measured from ground level of the yard.**

329.5.5 **Structure:** Storage sheds of wood, metal, or plastic construction are permitted.

329.5.6 **Roof:** Roof must be sloped to complement the primary residence. Flat roofs will not be approved.

329.5.7 **Door and Latch:** All storage sheds must have a door **and latch that secures the door closed.**

### **329.6 Location and Placement**

**329.6.1 General Placement:** Storage sheds may be located only within the building setback lines and must be in the backyard.

329.6.2 **Retention Pond Lots:** When the residence is on a retention pond, the storage shed must be placed directly against the rear of the home within the building setback lines.

**329.6.3 Yard Regions:** For the purpose of shed placement, yard regions are defined as:

a. **Front Yard:** Area between the front property line and the front facade of the house, spanning the full lot width.

b. **Side Yards:** Areas between side property lines and the house, extending from front yard to back yard.

c. **Back Yard:** Area between the rear facade of the house and the rear property line, spanning the full lot width.

### **329.6.4 Special Lot Configurations:**

a. **Corner Lots:** The front yard faces the primary street address. The secondary street-facing side is considered a side yard.

## **Meadows HOA Architectural Guidelines – Proposed Revision**

- b. **Pie-Shaped Lots:** Standard yard definitions apply, with the understanding that side yards may converge toward the rear.

### **329.6.5 Setback Compliance:**

- a. Sheds must be placed within building setback lines as established by local zoning ordinances.
- b. Property owners should verify current setback requirements before storage shed placement.
- c. Easements may further restrict storage shed placement areas within the backyard.

### **329.7 Construction and Maintenance**

#### **329.7.1 Floor and Base:**

- a. Storage sheds must include a solid floor composed of either a 4-inch-thick concrete slab or an integrated floor of suitable building material (e.g., pressure-treated lumber).
- b. The area around the base must be backfilled to prevent animals from residing under the storage shed.
- c. No exposed space under the storage shed or its floor structure will be permitted.
- d. A suitable barrier must be installed to prevent burrowing animals from making a habitat under the storage shed. This barrier should:
  - Extend at least 12 inches below ground level.
  - Be made of durable materials such as hardware cloth, metal flashing, or concrete.
  - Be securely attached to the shed's base or floor structure.
- e. No dirt or gravel floors will be permitted inside the storage shed.

## **Meadows HOA Architectural Guidelines – Proposed Revision**

329.7.2 **Utilities:** Any utilities servicing the storage shed must be underground. No above-ground utilities of any type will be permitted.

329.7.3 **Exterior Lighting:**

- a. Any lighting on the exterior of the storage shed shall not exceed 1200 lumens (approximately equivalent to a 75-watt incandescent light bulb).
- b. Exterior lighting must be enclosed in a permanent fixture attached to the storage shed.
- c. Every effort must be undertaken to shield neighbors from light overrun.

329.7.4 **Maintenance:**

- a. Property owners are responsible for the maintenance of all structures on their property, including the storage shed and any landscaping included, and approved, in the initial request.
- b. No items may be stored outside of, or attached to the outside of, the storage shed.
- c. Storage shed doors should be kept closed and latched when not in use.

## **329.8 Application and Documentation**

329.8.1 Applications for storage shed approval must include:

- a. A plot plan showing proposed storage shed location.
- b. Measurements from property lines and house.
- c. Identification of yard regions.
- d. Documentation of setback compliance.

**Meadows HOA Architectural Guidelines – Proposed Revision**

**329.8.2 Professional Guidance:** For irregular lots or unclear situations, property owners are encouraged to:

- a. Consult their property survey.
- b. Verify setback requirements with local authorities.
- c. Seek professional surveying services if needed.

**329.9 Compliance**

All storage sheds must adhere to and comply with St. Johns County code and regulations in addition to these guidelines.



December, 2024

# The Meadows

At World Golf Village

Saint Augustine, FL 32092

Page 1 of 2

## Tree Maintenance Project

### Objectives

1. Remove dead trees (grind stumps and fill holes for replanting)
2. Remove dying hazardous trees (grind stumps and fill holes for replanting)
3. Remove hazardous dead/dying large branches
4. Trim and lift trees to promote balanced growth and structural integrity
5. Trim tree branches interfering with newly planted oak trees
6. Trim trees obstructing street light illumination
7. Remove tree and clear woody vegetation at pond outflow
8. Remove accumulated fallen tree debris piles from three designated areas
9. Clean up and haul away all tree debris

### Work Locations and Tasks

#### Southside – 300 Meadowlark Lane

1. School Fence Area
  - Remove 2 trees, grind stumps, and fill holes
2. Chain Link Fence Area
  - Remove 2 oak trees, grind stumps, and fill holes
3. Pacetti Road Area
  - Remove 2 small trees
  - Remove overhanging branch
4. Rail Fence/Sidewalk Area
  - Trim tree cluster between rail fence, sidewalk, and wood fence
  - Remove 2 large dead/dying limbs (front-rear area)
  - Remove accumulated fallen tree debris pile

#### Northside – 300 Meadowlark Lane (Pacetti Road to Dairy Barn Road entrance)

1. Palm Tree Area
  - Trim palm tree
  - Trim surrounding trees in front of and around palm
2. Main Tree Line
  - Remove dead tree behind hedge
  - Trim and lift tree line to promote balanced growth
  - Perform significant trimming and lifting of trees near newly planted oaks
  - Remove accumulated fallen tree debris pile

**Northside – 300 Meadowlark Lane (Dairy Barn Road entrance to residential fence)**

1. Tree Maintenance
  - Remove dead tree, grind stump, and fill hole
  - Remove dead and damaged branches
  - Trim and lift trees near newly planted oaks
  - Trim and lift tree line to promote balanced growth
  - Remove accumulated fallen tree debris pile

**Mackenzie Circle**

1. Street Light Area
  - Trim three trees obstructing street light illumination
2. Pond Area
  - Remove tree at pond outflow
  - Clear woody vegetation adjacent to removed pond outflow tree

## Notes:

- Five tree removals include stump grinding and hole filling as specifically noted
- All debris must be hauled away from site
- Tree lifting refers to removing lower branches to raise the canopy height
- Proper arboricultural practices should be followed for all cuts

**GUIDELINES AND PROCEDURES FOR THE COLLECTION OF ASSESSMENTS  
THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC.**

Updated January 16 2025

**WHEREAS**, the Board of Directors of "The Meadows at Saint Johns Owners Association, Inc." adopted guidelines and procedures for the collection of assessments on January 12, 2023; and

**WHEREAS**, Section 6.2.1 of the Declaration of Covenants, Conditions, Restrictions and Easements grants the Association Board of Directors the authority to "set the date or dates that the Assessments shall become due, and may provide for collection of Assessments annually or in monthly, quarterly or semi-annual installments"; and

**WHEREAS**, Florida Statute 720.3085(3)(a) establishes the association's authority to charge administrative late fees not to exceed the greater of \$25 or 5 percent of each installment; and

**WHEREAS**, Florida Statute 720.3085(3) establishes that assessments bear interest from the due date until paid at the rate provided in the declaration of covenants; and

**WHEREAS**, Section 6.4.1 of the Declaration establishes that charges not paid within fifteen (15) days after the due date shall be subject to a late fee; and

**WHEREAS**, the Board of Directors has determined that establishing a formal grace period without penalties serves the best interests of the Association while maintaining compliance with both Florida Statutes and the Declaration by:

1. Maintaining January 1st as the assessment due date for proper accounting purposes
2. Exercising its statutory authority to set administrative late fees
3. Setting the implementation date of such fees to align with established collection practices; and

**WHEREAS**, the Board of Directors desires to formalize these procedures while maintaining strict compliance with both Florida Statutes and the Association's governing documents;

**NOW THEREFORE BE IT RESOLVED** by the Board of Directors of "The Meadows at Saint Johns Owners Association, Inc." that the previous version of the guidelines and procedures for the collection of Assessments are replaced by the current guidelines and procedures for the collection of Assessments as included in this resolution.

The Board of Directors hereby adopts the following guidelines and procedures for the collection of Assessments:

**Summary of Assessments and Collection Procedures**

**Payment Schedule**

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

2. The Association establishes a grace period from January 1st through February 15th during which no late fees or interest charges will be assessed. This grace period is established to provide owners reasonable time to make payment while maintaining proper accounting practices.
3. Annual assessments not paid on or before the fifteenth (15th) day of February of the year due will be considered delinquent (late), and will be charged:
  - a. An administrative late fee of \$25.00
  - b. Interest at the simple rate of eighteen percent (18%) per annum, which shall begin accruing from February 16th
4. 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).
5. Assessments must be paid even if the owner is not using or has moved out of and still owns his/her lot.
6. 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

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

a. **Past Due Statement**

A reminder statement is mailed on or around January 25th for annual assessments, or 5 days after the due date for other assessments

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

8. Any delinquent balance older than 30 days shall be referred for collection.
9. 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.
10. 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

11. Any delinquent balance will incur interest at the simple rate of eighteen percent (18%) per annum beginning February 16th for annual assessments not paid during the grace period, or from the delinquency date for other assessments.
12. Failure to pay the annual assessment by February 15th, or any other assessment by its specified delinquency date, will incur a \$25.00 administrative late charge.
13. 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.
14. 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.
15. All actions are subject to administrative and processing adjustments due to any extenuating circumstances and any adjustments shall be reported to the board.

## Liens

1. **Lien for Assessments.** 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.

3. **Enforcement of Lien.** 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.

This resolution is adopted this 16th day of January 2025 at an open Board meeting where a quorum of the Board was present and will become effective immediately.

ATTEST:

Secretary  
The Meadows at World Golf Village

Date

## **Timeline Example –Annual Assessment:**

*Illustration of Key Dates and Key Events for Discussion only*

January 1	Annual Assessment Due
January 25-27	Reminder statement mailed to unpaid accounts
February 15	Grace period ends
February 16	Unpaid Annual Assessment considered Delinquent (Late) <ul style="list-style-type: none"> <li>○ Late Fee Applied</li> <li>○ Interest begins accruing</li> </ul>
March 1	Legal Notice of Late Assessment Mailed
April 1	Intent to Lien Notice Mailed to all owners of lot
May 16	Association’s attorney is requested to record a Lien  (Allowing 3 business days for processing to record lien)
June 5	Intent to Foreclose Letter sent to all owners of lot
July 17	Association Board is contacted seeking authorization to initiate the lawsuit for foreclosure
July 20	Association Board will convene a Special Board meeting in Executive Session to discuss and vote on authorization to initiate the lawsuit for foreclosure  (Executive Session is a closed meeting to discuss legal matters and the meeting minutes shall not disclose any privileged, confidential, or protected information.)
July 21	Association’s attorney is notified of the board decision

## 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.~~
- 237.2 The Association has established a grace period from January 1st through February 15th during which no late fees or interest charges will be assessed. Annual assessments not paid on or before the fifteenth (15th) day of February of the year due will be considered delinquent (late), and will be charged:
- a. A late fee of \$25.00
  - b. Interest at the rate of eighteen percent (18%) per annum, which shall begin accruing from February 16th
- 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.~~

A reminder statement from the association is mailed to unpaid accounts on or around January 25th for annual assessments, or 5 days after the due date for other assessments.

(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.~~

237.10 Any delinquent balance will incur interest at the rate of eighteen percent (18%) per annum beginning February

16th for annual assessments not paid during the grace period, or from the delinquency date for other assessments.

237.11 Failure to pay the annual assessment by February 15th, or any other assessment by its specified delinquency date, 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.