

# THE MEADOWS AT WORLD GOLF VILLAGE

THE MEADOWS AT SAINT JOHNS OWNERS ASSOCIATION, INC.

A Deed Restricted Community

## **RULES AND REGULATIONS**

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#### 100. INTRODUCTION

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

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

### 102. Deed-Restricted Residential Community

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

# 103. Governing Documents

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

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

### 104. Establishment of Association Rules and Regulations

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

### 105. Amendments to Association Rules and Regulations

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

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

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

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

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

#### 200. RULES AND REGULATIONS

### 201. Compliance

- 201.1 All Owners, as well as residents, renters, guests and invitees shall be subject to and held responsible for compliance with the Declaration of Covenants and Restrictions, Articles of Incorporation, Bylaws of the Association and these and all future Rules and Regulations.
- 201.2 In the event of non-compliance (violation), the Board of Directors will take action against the homeowner as provided in the Declaration of Covenants and in the "Enforcement of Rules and Regulations/Violation Notices/Fines". Any expenses incurred on behalf of the association will be billed to the homeowner.

#### 202. Common Areas

- 202.1 Homeowners and their guests using any common areas shall remove any trash or debris that they generate.
- 202.2 Radios and music devices shall be set to a volume that does not disturb others in the area.
- 202.3 Boating, swimming, wading or playing in any of the ponds or lakes is forbidden.

#### 203. Conservation Areas

- 203.1 Areas designated "Conservation Areas" or "Tree Preservation Areas" or "Wetland Areas" on the recorded plats and owner's lot survey are protected areas under federal, state, and/or local regulations.
- 203.2 Conservation Areas should not be entered into and must not be disturbed in any way.

## 204. Property Appearance

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

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

### 205. Property Maintenance

- 205.1 Paint and stain must be maintained and kept in good repair with no peeling, chipping, cracking or discoloration on the trim or siding.
- 205.2 Roofing must be without visible signs of damage or deterioration
- 205.3 The Covenants require the property to be free of any debris.

#### 206. Exterior Maintenance and Enhancement

- 206.1 For the protection of all homeowners and to maintain property values, each lot owner shall maintain his or her house and all landscaping and improvements in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants.
- 206.2 Each homeowner is responsible for the maintenance of the exterior of their home and lot. Maintenance includes the repair, replacement, and remediation of, but is not limited to, exterior painting, roof system, siding, light fixtures, exterior building surfaces, gutters, mailboxes, mailbox posts, yard clean up, walks and driveways, trees, shrubs, lawns and plantings.
- 206.3 If an owner does not maintain the property in a reasonable manner, the Association may provide maintenance to any home or lot requiring same, when necessary, in the opinion of the Association's Board of Directors to preserve the beauty, quality or value of any of the property. Such maintenance shall include, but not be limited to painting, roof repair and replacement, repair of rain gutters, down spouts, exterior building surfaces and yard clean up and maintenance.
- 206.4 Each affected homeowner shall have fifteen (15) days to perform the required maintenance after being notified; in

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

- Association plus twenty percent (20%) of the cost of performing the maintenance shall be a lot assessment against the homeowner of the lot upon which such maintenance is performed. Any such assessment shall be lien upon the lot assessed and the personal obligation of the owner of the lot and shall become due and payable, together with interest, late fees, attorney's fees and costs of collection.
- 206.6 The Association's Board of Directors and the Architectural Review Committee (ARC) are responsible for establishing standards and guidelines to assure a pleasing and consistent appearance for the neighborhood.
  - (a) The Architectural Standards and Guidelines are posted on our website: www.themeadowswgv.com
- 206.7 Before any major exterior project is undertaken, the ARC should be consulted to determine if approval is required for the project.
- 206.8 Some limited examples where approval is needed are: house painting, driveway resurfacing or expansion, landscaping that includes tree/shrub/lawn addition or removal, fencing, patios, porches/lanais and installation of playsets
- 206.9 An owner will be subject to a fine if a project is started without proper ARC review request and approval.

## 207. General Landscaping Maintenance

- 207.1 For the protection of all homeowners and to maintain property values, each lot owner shall maintain his or her house and all landscaping and improvements in a manner consistent with the Governing Documents, the Community-Wide Standard, and all applicable covenants.
- 207.2 Front, back, and side yards on all lots must have established and maintained landscaping that presents an attractive appearance for the property.

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

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

#### 208. Lawn Maintenance

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

## 209. Lack of Quiet Enjoyment (Nuisance)

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

- of living, nor shall any activity intended as a harassment of any owner shall be permitted.
- 209.2 Violation of any order of the State of Florida, any state agency, or political subdivision, or any municipal ordinance or state law shall be derived a nuisance and subject to enforcement as provided herein.
- 209.3 No trash, garbage, rubbish or debris shall be deposited or allowed to accumulate or remain outside on any part of the Property or any contiguous land. No fires for burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street rights-of-way.

### 210. Property Usage Constraints

- 210.1 The Covenants require prior written ARC approval for any and all external improvements to your home.
- 210.2 Converting a front flower bed to a seating areas must receive ARC approval prior to beginning of construction
- 210.3 The placement of tables and chairs within a front flower bed is prohibited.
- 210.4 The permanent placement of tables and chairs or a sitting area in the front lawn is prohibited.
- 210.5 Air conditioning unit utilizing through-the-wall placement and mounting is prohibited
- 210.6 All room additions and screen enclosures must receive ARC approval prior to beginning of construction.
- 210.7 All fountains, sculptures, large lawn statues and large garden ornaments (visible from the street, front of the house or by a neighbor) must receive ARC approval prior to installation or placement on any lot.
- 210.8 No outdoor furniture can be stored in the front or side yards on a continuous basis.
- 210.9 Decorative benches are allowed at the front entrance or front porch of the home.

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

### 211. Animals

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

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

#### 212. Commercial Vehicles

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

## 212.4 Commercial Vehicles Parking Exemptions

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

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

- 212.4.2 Emergency vehicles are not considered commercial vehicles.
- 212.4.3 Vehicles belonging to or used by a contractor employed by a lot owner or an agent of the lot owner for a specific repair, renovation, or improvement to the lot or buildings thereon, are allowed to stop/park in the driveway during working hours of such repair or renovation.
- 212.4.4 Overnight parking of contractor construction commercial vehicles or trailers or dumpster will only be allowed in the driveway of the home under renovation, during or in preparation of renovation, and not on the street, common areas or adjacent property and cannot block any portion of the The HOA needs to be notified of any contractor construction/commercial vehicle or dumpster will be parked at a home site for a period of more than 3 days, or if the vehicle or dumpster will be on site over a weekend.

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

- 212.5.1 Each day a commercial vehicle of any type is kept or parked in front of residential structures, unless providing a pickup or delivery service to that residential location, shall be classified as a non-continuing violation.
- 212.5.2 The Association may assess fines for the continuing violation upon applicable owner of the Lot having a relationship with the operator of the commercial vehicle. (i.e., self, household resident, tenant, guest, visitor).
- 212.5.31 The owner of the Lot and/or the commercial vehicle shall be given a one-time notice that a provision of these rules are being violated and shall indicate a deadline period in which to immediately correct the violation.
- 212.5.4 If the is violation is not corrected or reoccurs within a twelve (12) month period after the one-time notice deadline period expires, the Association may impose and assess the non-

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

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

#### (a) Private Automobile

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

### (b) Commercial Vehicle

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

### 213. Driveways/Sidewalks

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

### 214. Exterior Lights

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

## **215. Flags**

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

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

### 216. Garage Sales

- 216.1 Residents are limited to two (2) garage sales per year per Lot plus the Association organized Community Yard/Garage Sales each year.
- 216.2 Garage sales will be permitted only on Thursday, Friday, and Saturday.
- 216.3 Sales may open no earlier than 8:00 AM and must close by 6:00 PM.
- 216.4 One sign advertising the garage sale will be allowed at the entrance to The Meadows.
- 216.5 Such sign cannot be placed earlier than 7:00 AM on the first day of the sale and must be removed by 8:00 PM following the end of the sale.
- 216.6 Signs must be no more than 2 feet high by 3 feet wide.
- No food or beverages shall be sold at the owner's Lot during a garage sale.

#### 217. Home-Based Business

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

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

- signed by both the homeowner and the operator of the homebased business, and be submitted to the address on the form.
- 217.3 The association will respond within 10 business days of the receipt of the home-based business notification form with either a notice of formal acceptance or a request to resubmit the form with clarification and additional information.

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

- 218.1 Plant of annual, perianal, or shrubs near underground utility easements or around utility equipment boxes does not require prior approval of the ARC as long as the planting does not alter the character of the yard that planting is placed
- 218.2 Any landscaping around utility equipment boxes and near underground utility easements must conform to guidelines and restrictions set by the utility company.
- 218.3 Placement of landscape must provide unrestricted access to the utility boxes and the underground utility easements.
- 218.4 Care must be taken when placing flowering plants in landscape near utility equipment boxes or mailboxes as the flowers can attract bees and other sting insects that can endanger the personnel of the utility and the post office.

## 219a. Official Records Inspection and Copy Requests

219a.1 Pursuant to Florida Statute 720.303(5), parcel owners are entitled to inspect and copy certain official HOA records as defined in Florida Statute §720.303(4).

# 219a.2 Request Requirements

- (a) All requests must be submitted in writing using the official "HOA Official Records (Inspect and Copy) Request Form."
- (b) Requests must clearly identify the specific records being requested.
- (c) Requests must be submitted to the Association by hand delivery, email, or certified mail.

(d) Proper identification must be provided, and written authorization is required if someone other than the owner is making the request.

### 219a.3 **Processing and Access**

- (a) The Association will schedule inspection within 10 business days of receiving a complete request.
- (b) Inspection will be conducted at a location within the county or within 45 miles of the community.
- (c) Copying fees may apply as permitted by Florida Statute.
- 219a.4 For the complete policy details and required request form, owners must reference the "Official Records Policy and Procedures" document available on the association website at <a href="mailto:themeadowswgv.com/downloads">themeadowswgv.com/downloads</a>.
- 219a.5 Questions regarding the records inspection process should be directed to the HOA board at **hoaboard@themeadowswgv.com**.

## 219b. Outdoor Equipment

- 219b.1 Play structures, either permanent or temporary, are prohibited in front yards.
- 219b.2 Play structures in the back yard should not be visible from the street.
- 219b.3 No playhouse or structure are permitted to be placed within 12 feet from the side and rear lot lines.
- 219b.4 All play structures must be approved by the ARC prior to installation and will be subject review for placement, height and color.
- 219b.5 Tree houses and permanent basketball goals are prohibited.
- 219b.6 Basketball backboards and hoops may be placed in driveways but due to safety concerns will not be allowed to face the street.

- 219b.7 When chairs, tables, equipment, tents or other objects placed on a common area property for an approved event, all of the items shall be removed at the end of each day
- 219b.8 Children's outdoor inflatable bouncer unit may be placed in the front yard for a special event for a one-time duration not to exceed two (2) days. The temporary unit when inflated may not be within 15 feet of the side lot line and not within 15 feet of the edge of the curb at the road.

### 220. Political Campaign Sign Display

- 220.1 Political campaign yard signs of a temporary nature, advocating the election of one or more political candidates or the sponsorship of a political party, issue, ballot measure, or proposal, may be erected upon a Lot by the Owner of such Lot, provided that such signs shall not be erected more than thirty (30) days in advance of the start of election early voting to which they pertain and shall be removed within five (5) days after such election.
- 220.2 Signs must be not more than six (6) square feet in area, with a maximum height of four (4) feet when posted in the ground of a Lot, must be of professional quality and design, and shall not obstruct the line of sight for any traffic.
- 220.3 The number of signs per Lot must not exceed the number allowed by Saint Johns County Sign Ordinance Campaign Signs.
- No signs can be placed on common areas or grounds.
- 220.5 No signs are allowed on utility boxes, trees, or in the right-of-way, median, or other public property.

### 221a. Residence Property Sale/Transfer

- 221a.1 If a home is pending a sale, any violations must be cured prior to Closing.
  - (a) It is the seller's/seller's agent's responsibility to address these issues.
  - (b) If a sale closes with the violation still active, the new owner must bring the property into compliance.
- 221a.2 One "FOR SALE" sign may be placed on the Homeowner's property.
  - (a) No "FOR SALE" signs may not be placed in the Common Areas.
  - (b) All signs must comply with the Governing Documents and Architectural Guidelines.
- 221a.3 Sales agents must request an Estoppel from the Association
- 221a.4 It is the responsibility of the seller/seller's agent and/or the buyer/buyer's agent to supply the buyer(s) with the copies of the governing documents of the Association, Architectural Guidelines and these Rules and Regulations.
- 221a.5 It is the responsibility of the departing resident of the property to call the County for any bulk pick-ups after their move-out.

## 221b. Residence Property Rental

221b.1 Property owners interested in renting their residence must comply with all rental procedures and requirements as outlined in this section and detailed in Rental Policy and Rental Procedure documents.

## 221b.2 Notification and Permit Requirements

- (a) Owners must notify the Board in writing of their intention to rent their property.
- (b) A "leasing permit" must be secured from the Association before proceeding with any rental arrangements.

(c) Owners with leased property on May 28, 2024 who received "Grandfathered" status are not required to obtain a new "leasing permit."

#### 221b.3 Lease Documentation

- (a) All lease agreements must be in writing and for a minimum term of at least 6 months, and must cover the entire parcel (lot, home, and all improvements).
- (b) A copy of the signed lease must be delivered to the Board at least 10 days before tenant occupancy begins.

### 221b.4 Tenant Requirements

- (a) **Tenants must be natural persons only** and parcels may not be leased to artificial entities such as corporations, partnerships, limited liability companies, trusts, or other business entities.
- (b) Owners must educate tenants about all community rules and regulations before lease signing.
- (c) Complete tenant information must be submitted, including contact information, vehicle descriptions, and pet information.
- (d) Owners are responsible for ensuring tenant compliance with all community rules throughout the lease term.

## 221b.5 Ongoing Compliance

- (a) Owners must monitor and ensure their tenants follow all community rules and regulations.
- (b) Any violations by tenants are the responsibility of the property owner to address and resolve.
- 221b.6 For detailed procedures, required forms, and complete rental processes, owners must reference the separate "Rental Policy and Procedures" document available from the Association.
- 221b.7 Questions regarding the rental process, including grandfathered status eligibility, should be directed to the HOA board at <a href="https://hoaboard@themeadowswgv.com">hoaboard@themeadowswgv.com</a>.

### 222. Seasonal Holiday Decorations

- 222.1 Holiday decorations tastefully displayed in compliance with this section do not require ARC approval.
- 222.2 Seasonal/holiday flags, decor and lights for nationally recognized holidays may be displayed and/or lighted up to one (1) month prior and must be removed no later than one (1) week after the holiday.
- 222.3 The Winter holiday season, typical referred to as the Christmas holiday, may have the only exception for the "no later than removal date" with a date of one (1) week after the American New Year.
- 222.4 Seasonal home and yard ornamentation must be tasteful and in harmony with the natural surroundings of the home and not alter the character of the community.

### 223. Signs

- 223.1 The Architectural Review Committee and the Board of Directors retain the right of final approval and review over all signage within the Meadows community.
- No handmade signs will be allowed within the Meadows.
- 223.3 No signs promoting a position or as an advertisement are permitted to be display in windows
- 223.4 No commercial advertising signs are allowed on property or in windows.
- One professionally prepared reusable commercial yard sign of the agent, agency or contact indicating 'For Sale' or 'For Rent' is allowed on the front lawn that meets one of the following conditions:
  - (a) An HOA approved 12 inch by 12 inch 'For Sale' or 'For Rent' sign with a wood post which is the preferred method of the HOA and World Golf Village communities.
  - (b) A sign of a size not exceeding 18 inch by 24 inch customarily used by agent or contact for listings in other communities with St Johns county

- 223.6 Open house signs are permitted, in addition to directional signs, during the hours of the open house without ARC approval.
- 223.7 One Yard Sale sign at the entrance, and directional signs are permitted on the day of the sale without ARC approval.
- 223.8 Temporary vendor\contractor signs are permitted in the front yard of the home where service is rendered but must be removed after 14 days from the date of final construction or completion of service provided.
- 223.9 Temporary lawn treatment signs are required by law but must be removed within 3 days of application of chemicals to the yard.

## 224. Surveillance Equipment

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

## 225. Temporary Special Events Structures

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

# 226. Trash, Recycling, and Yard Waste Pickup

- 226.1 Collection Days:
  - (a) Trash: Monday
  - (b) Recycle: Tuesday
  - (c) Yard Waste: Tuesday

- 226.2 Information about Recycling and Solid Waste can be found at <a href="https://www.sjcfl.us/SolidWaste/index.aspx">https://www.sjcfl.us/SolidWaste/index.aspx</a>
- 226.3 Contact the county if your pick-up was missed or if you have bulk items.
- 226.4 No trash, rubbish, debris, waste material, etc. should be deposited or allowed to accumulate on any part of the property.

### 227. Trash, and Recycling Bins

- 227.1. Trash and recycling receptacles shall be placed curbside no earlier than 5 PM the day prior to the collection day and the emptied receptacle must be removed by end of the day of collection.
- 227.2 Trash and recycling receptacles outside, other than at curbside, shall not be visible from public view. With ARC pre-approval, fencing and/or the landscaping may screen the view of the trash and recycling receptacles outside and screening shall not be placed closer than five (5) feet from the front corner of the house.
- 227.3 The homeowners are allowed to store trash and recycling receptacles outside by means of an ARC approved enclosure structure that is enclosed on all sides and top.

#### 228. Tree Removal

- No living trees with a diameter of six (6) inches or more, when measured at a height of five (5) feet above the natural grade, and no living live oak tree of any diameter with a height of at least twelve (12) feet may be removed, cut down, or destroyed without the prior approval of the Architectural Review Committee, except if the tree poses an immediate danger to life or property.
- 228.2. This tree removal prohibition does not prohibit the usual and customary pruning or trimming of trees that is done in a manner not to kill or destroy the tree.
- 228.3. The owner must use reasonable care to preserve in good health all trees on the owner's lot.

- 228.4. A violation of the tree removal provision may result in the owner being required to replace the subject tree or otherwise mitigate the damages as directed by the Architectural Review Committee and the Association Board of Directors.
- 228.5 The owner must use reasonable care in dealing with trees that lie close to property lines that cross a property line. An owner has the legal right to trim tree branches that hang over their property, but only up to the property line and not past.
- 228.6. The person(s) trimming any tree must stay on their side of the property line and make sure they do not destroy the tree itself or damage neighboring property.
- 228.7. St. Johns County has an ordinance for homeowners who wish to remove trees from their property. Homeowners are strongly encouraged to contact St. Johns County before any trees are removed as the county has additional restrictions on a number of protected varieties of trees.

### 229. Vehicles and Parking

- 229.1 No commercial trucks, trailers, mobile homes, campers, vans, snowmobiles, recreational vehicles, boats, inoperable vehicles, unlicensed vehicles, horse carriers, or similar vehicles and accessories may be kept on any lot unless the same are (a) covered and concealed from view from any adjacent Lot or roadway, or are (b) fully enclosed within the garage or are (c) kept at an off-site location.
- 229.2 No automobile or other motor vehicle shall be parked or placed on any portion of a lot other than a driveway or within a garage located on such lot. (No parking on the grass.)
- 229.3 No automobile or other motor vehicle shall be parked or placed on any portion of The Meadows Common areas.
- 229.4 Residents are encouraged to utilize their garages to park their vehicles whenever possible.
- 229.5 Residents may park vehicles on their driveways only if they are in running order, in regular use, with current registration/tags displayed, and do not block the sidewalk.

- 229.6 Residents may cover vehicles parked on driveways with custom covers.
- 229.7 The use of tarps, plastic and related materials to cover a vehicle is prohibited unless the vehicle is (a) concealed from view from any adjacent Lot or roadway, or is (b) fully enclosed within the garage.
- 229.8 No accessories for vehicles, such as tailgates, plows, etc., are permitted to be left or stored on any driveway. They must be kept either out of sight, or within the garage or at off-site storage.
- 229.9 Any non-commercial vehicle, non-commercial boat, or non-commercial trailer may temporarily be parked in the driveway (not blocking the sidewalk) for routine servicing and repair, as long as the servicing and repair is completed within 36 consecutive hours limited to once every fourteen (14) days. Otherwise, the servicing and repair must be performed within the garage.
- 229.10 Boats, motor homes, and other recreational vehicles may be parked in the driveway (not blocking the sidewalk) for up to 36 hours total to allow cleaning, loading, and maintenance within any seven (7) day period. At all other times, they must be stored either out of sight or within the garage or at off-site storage.
- 229.11. Storage PODs are allowed to be parked or placed in the driveway (not blocking the sidewalk) for up to 72 hours. (If longer time duration is required prior approval of the ARC is required.)
- 229.12. Refuse dumpsters are allowed to be parked or placed in the driveway (not blocking the sidewalk) for up to 72 hours. (If longer time duration is required prior approval of the ARC is required.)
- 229.13. When using street parking, vehicles should be parked so they do not block traffic or neighboring driveways or mailboxes or trash/recycle bins; or be parked against the flow of traffic Violators are subject to ticketing and towing at the vehicle

owner's expense upon the order of the Sheriff. (Saint Johns County Ordinance).

- 229.14. All Homeowners, residents, and guests should, at all times, comply with the St. Johns County Parking Ordinance, as amended from time to time. Violators are subject to ticketing and towing at the vehicle owner's expense upon the order of the Sheriff. (Reference: Saint Johns County Ordinance 2015-30)
- 229.15 Special Event parking on the Meadows Common areas located between the roadway and a pond is allowed for short-term parking of personal vehicles on the same day of the event where the intent of the special event is related to a "family gathering" IF parking vehicles on the roadway would cause an unsafe traffic condition and the event has received has been granted parking rule exception for the event approval by the HOA..

#### 230. Windows and Storm Shutters

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

### 231. Window Coverings

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

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

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

#### 233. Architectural Review and Guidelines

- 233.1 Any improvement or alteration to the residence or the lot, except interior alterations not affecting the external appearance, must first receive approval from The Meadows at World Golf Village HOA Architectural Review Committee under the direction of the Board of Directors prior to commencing construction activity.
- 233.2 The Architectural Review Request application document, submittal procedure, and guidelines can be found online on The Meadows Homeowners Association website at <a href="https://themeadowswgv.com/rules-regulations">https://themeadowswgv.com/rules-regulations</a>.
- 233.3 All Owners and residents must comply with the Architectural Guidelines of The Meadows.
- 233.4 Architectural Guidelines of The Meadows At World Gold Village Homeowners Association are incorporated into this document by reference.
- 233.3 Architectural Guidelines are amended from to time by Association BOD. The current guidelines are available for

download from HOA Document Section on the HOA website: https://themeadowswgv.com/rules-regulations

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

- 234.1 All attendees at any association meeting, including but not limited to the Annual Members meeting, BOD meeting, SRC meeting, or ARC meeting, must conduct themselves in a respectful and courteous manner.
- 234.2 No offensive comments or behavior will be tolerated at any association meeting.
- The Chair or Presiding person at any association meeting 234.3 shall maintain order as necessary and may eject any individual who is disruptive.
- Only Agenda items are to be discussed at the meetings. Florida statute prohibits the Board and its committees from discussing any item that is not on the published agenda.
- 234.5 During the Open Forum section of the meeting, any owner or resident attending may discuss the topics of the Agenda. Each individual will have 3 minutes to discuss, unless otherwise granted more time by the Chair or Presiding person of the meeting.
- Any owner or resident that would like to add an item of 234.6 business to the Agenda of a meeting of the Board or one of the committees must submit the topic in writing by email to the Association at info@themeadowswgv.com. Items must be submitted by 5pm, on the Thursday preceding the meeting.

#### 235. Board Members

Board Members shall act in the best interests of the 235.1 Association as a whole. Board Members serve for the benefit of the entire community, and shall, at all times, strive to do what is best for the Association as a whole. In doing so, Board Members shall apply the "reasonableness standard" in their decision-making and actions.

- 235.2 Board Members have a fiduciary relationship to the members served by the Association. This means they must act in good faith, with loyalty and care, putting the interests of the Association members above their own personal interests when making decisions or taking actions on behalf of the Association.
- 235.3 Board members can be reached by email at their respective addresses, which can be found on the *Contact Us* page of the Association website: <a href="https://themeadowswgv.com/contact-us">https://themeadowswgv.com/contact-us</a>
- 235.4 Contacting Board Members about Association matters at their residences, places of employment, or public places is not appropriate.
- 235.5 Board Members, Directors, and Officers are not to be threatened or intimidated in respect to Association matters.
- 235.6 Board Members shall not use their positions as such for private gain. The "reasonableness standard" shall be applied when evaluating Board Member conduct. Examples of conduct that would not meet this standard include, but are not limited to:
  - Soliciting or accepting, directly or indirectly, any gift, gratuity, favor, entertainment, loan, or any other thing of monetary value from a person who is seeking a contractual or other business or financial relationship with the Association.
  - Seeking preferential treatment by the Board, any of its committees, or any contractors or suppliers.
  - Accepting a gift or favor made with the intent of influencing a decision or action on any official matter.
  - Receiving any compensation from the Association for serving on the Board.
  - Willingly misrepresenting facts to advance a personal cause or influence the community to advance a personal cause.
  - Using one's position to enhance one's financial status through the use of certain contractors or suppliers.

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

All Board Member actions and decisions will be evaluated using the "reasonableness standard" to ensure they align with their fiduciary duty and serve the best interests of the Association as a whole.

### 236. Complaint Procedure

- 236.1 Enforcement of the governing documents is the responsibility of the Board of Directors.
- 236.2 The Board or its agents conduct property inspections to determine if violations of the governing documents have occurred.
- 236.3 Any owner, resident, guest, invitee of The Meadows may file a written complaint detailing time, date and nature of the alleged violation to the Association. If matter can be visually seen, pictures must be included. You may email to Board (hoaboard@themeadowswgv.com) or to one of the Officers.
- 236.4 All individuals filing a complaint or reporting an alleged violation must identify themselves with their name, address and phone number. No anonymous complaints, emails or reports will be accepted. The identity of individuals filing a complaint or violation is not disclosed and is handled as protected data.
- 236.5 When the complaint is received, the Association will take the necessary steps to investigate the complaint and if warranted, issue a violation notice.

#### 237. Collection Guidelines and Procedures

### **Payment Schedule**

- 237.1 Annual Assessments are due and payable on the first (1st) day of January.
- 237.2 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.

- 237.3 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:
  - An administrative late fee of \$25.00
  - Interest at the simple rate of eighteen percent (18%) per b. annum, which shall begin accruing from February 16th.
- Special assessments are due and payable on the date 237.4 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).
- 237.5 Assessments must be paid even if the owner is not using or has moved out of and still owns his/her lot.
- 237.6 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 a homeowner fifteen (15) calendar days after assessment due date to propose an installment plan. The following process applies:
  - Upon receiving the Lot Owners installment proposal, the (a) directors shall designate a committee to meet with the homeowner privately.
  - The Association shall provide a written response to the (b) homeowner.
  - 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.
  - If the Lot Owner defaults in payment of an installment, (d) 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**

237.7 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) <u>Intent-to-Lien</u>

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) <u>Intent to Foreclose</u>

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**

- 237.8 Any delinquent balance older than 30 days shall be referred for collection.
- 237.9 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.
- 237.10 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

237.11 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.

- 237.12 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.
- 237.13 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.
- 237.14 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.
- 237.15 All actions are subject to administrative and processing adjustments due to any extenuating circumstances and any adjustments shall be reported to the board.

#### Liens

#### 237.16 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.

#### 237.17 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.

#### 237.18 Timeline Example - Annual Assessment.

# 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)  o Late Fee Applied
	o Interest begins accruing
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

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

### **General Requirements**

- 238.1 Each homeowner ("Homeowner") and the Homeowner's tenants, guests, and invitees (including vendors and contractors) (collectively referred to herein as the "Subject Entities") must follow the Rules and Regulations, the Architectural Guidelines, and the Governing Documents of The Meadows at St. Johns Owners Association, Inc. ("HOA" or "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**

- 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 dated picture must be included with violation.
- 238.4 The Association may performs 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. Any notice of Homes found to be non-compliant with these Rules and Regulations or the Architectural Guidelines must include a dated photograph documenting the observed non-compliance. Details of non-compliance identified during inspections may be noted in the minutes of the BOD meetings and added to Homeowner records.

# **Violation Notice Process**

238.5 After receiving notification in writing of a violation or the findings from an Association-conducted inspection, the Association, or its designated managing agent, will send a 'First Notice of Violation.'

#### **First Notice of Violation**

- 238.6. After determining a violation has been observed or reported in writing, the Association, or its designated managing agent, will send a First Notice of Violation to the Homeowner/Subject Entities.
  - A First Notice of Violation will be designed to remind the Homeowner/Subject Entities of the section of Governing Documents, Architectural Guidelines, or these Rules and Regulations non-compliance, what is required to restore compliance, and to seek the Homeowner's/Subject Entities' assistance in fixing the issue.
  - 238.6.2 A copy of the First Notice of Violation will be sent by USPS mail to the Homeowner's or Subject Entities' last known mailing address or email, if applicable.
  - 238.6.3. The Homeowner/Subject Entities will have no less than 14 days from the date of the First Notice of Violation to address the potential violation and restore compliance.

#### **Second Notice of Violation**

- 238.7. If the violation is not cured within the 14-day cure period provided in the First Notice, then the Association, or its designated managing agent, will send a Second Notice of Violation to the Homeowner/Subject Entities.
  - 238.7.1. A Second Notice of Violation will be sent as a notice identifying the non-compliance, identifying the applicable sections of the Governing Documents, Architectural Guidelines, or these Rules and Regulations connected to the non-compliance, stating what is required to restore compliance, and stating possible outcomes or next steps of the Association if the violation remains uncured.
  - 238.7.2. A copy of the Second Notice of Violation will be sent by USPS mail to the Homeowner's or Subject Entities' last known mailing address or email, if applicable.

- 238.7.3. The Homeowner/Subject Entities will have no less than 14 days from the date of the Second Notice of Violation to comply.
- 238.7.4. If applicable, the Second Notice of Violation may 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 dated photo must be submitted to the Association showing compliance.

#### Third Notice of Violation

- 238.9. If the violation is not cured within the 14-day cure period provided in the Second Notice, then the BOD may notice a meeting at which it will vote to send a Third Notice of Violation/Hearing Notice, and may vote to levy a fine or suspension.
  - The Third Notice of Violation/Hearing Notice will be sent 238.9.1. **USPS** by regular mail or by email to Homeowner's/Subject Entities' last mailing known address or email, if applicable.
  - 238.9.2 The Third Notice to the Homeowner/Subject Entities will inform the Homeowner/Subject Entities of the fine or suspension, and provide notice of a hearing before the Special Review Committee (the "Hearing") to consider imposition of a fine or suspension.
  - 238.9.3 The Third 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 Third Notice.
  - 238.9.4 The Third 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 Second 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 BOD, instead of fining, may demand Pre-Suit Mediation pursuant to Section 720.311, Florida Statutes, and/or bring an action for damages and/or injunction against the Homeowner or Subject Entities 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 Association 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 whether to confirm or reject the fine or suspension levied by the BOD) and hears any objections or defenses from the Homeowner/Subject Entities.
  - 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, Subject Entities, or their counsel at the Hearing does not ensure rejection of the levied fine or suspension.
- 238.11.7 A Homeowner/Subject Entities, and as applicable their counsel, shall have the right to attend the Hearing by telephone or other electronic means.

# **Hearing Procedures**

#### **Hearing Rights**

- 238.12 At the Hearing, the Homeowner/Subject Entities 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 or suspension and its decision to either confirm or reject the fine or suspension.

- To be read by the Committee Chair to open Hearing 238.14 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/Subject Entities and the Homeowner's or Subject Entities' legal counsel.
  - 2. The Homeowner (or Subject Entities) has received required notifications under the Declaration and FS 720.305, but is not required to attend. The Homeowner (or Subject Entities) has the right to be represented by counsel and to crossexamine witnesses.
  - 3. The Association and the Homeowner/Subject Entities may choose to present evidence to the Special Review Committee ("SRC"). The Association will present its evidence first.
  - 4. The Association and the Homeowner/Subject Entities 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 Hearings, if any, will begin with a new reading of these procedures (unless waived by Homeowner/Subject Entities).
  - 10. The Homeowner/Subject Entities 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 the notice Homeowner/Subject Entities 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 approved rejected, SRC or and how the Homeowner/Subject Entities 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 BOD have the authority to impose a fine and/or suspension when the SRC votes to reject a fine and/or suspension.238.16 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
- 238.16 After the Hearing, the Homeowner/Subject Entities 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/Subject Entities later repeats the violation, the repeat violation may be treated as a new violation by the Association and any fines levied against the Homeowner/Subject Entities 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 BOD 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/Subject Entities for the purposes of curing or correcting the violation. Provided, however, that such right is subject to any pre-suit mediation demand requirements established by Chapter 720, Florida Statutes.
- 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. Any such costs incurred by the Association shall be treated in the same manner as assessments, and are subject to collection in accordance with Section 720.3085, Florida Statutes, as it currently exists and as amended from time to time.

# **Non-Waiver Clause**

238.26 The failure of the Association to enforce any rules, regulations, covenants, restrictions, obligations, rights, powers, privileges, 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.

### **Violation Notice Process Reference**

#### **STEP 1: First Notice of Violation**

- When: Sent for ALL violations after determination/observation
- **Content:** Formal notice identifying non-compliance and cure requirements
- **Timeline:** Homeowner has **14+ days** to comply
- **Next Steps:** 
  - $\circ$   $\forall$  If resolved  $\rightarrow$  Process ends
  - o X If unresolved → Automatically proceed to Second Notice

#### **STEP 2: Second Notice of Violation**

- When: Sent automatically if violation not cured within 14-day period
- **Content:** Identifies non-compliance, required actions, and possible outcomes
- **Special Note:** May include Statutory Offer for Pre-Suit Mediation (if applicable)
- **Timeline:** Homeowner has **14**+ **days** to comply
- **Next Steps:** 
  - $\circ$   $\forall$  If resolved  $\rightarrow$  Process ends
  - $\circ$  X If unresolved  $\rightarrow$  Board meeting required

# **STEP 3: Board Decision Meeting**

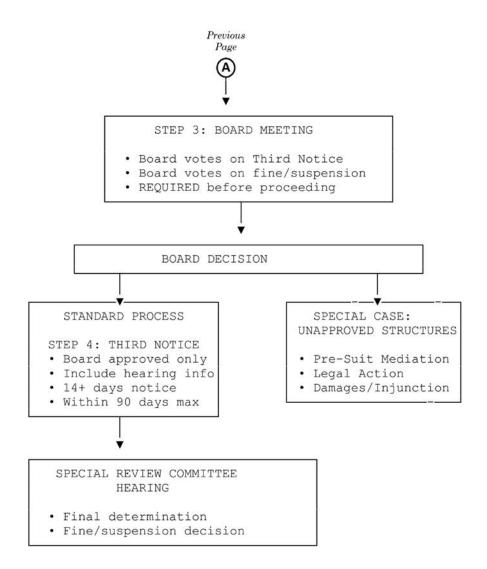
- **Required:** Board must meet and vote before proceeding
- **Decisions:** 
  - Vote on issuing Third Notice/Hearing Notice
  - Vote on fine or suspension amount
- **Alternative Path:** For unapproved improvements/structures, Board may choose Pre-Suit Mediation or legal action instead

# STEP 4: Third Notice of Violation/Hearing Notice

- When: Sent only after Board approval
- **Content:** Notifies homeowner of proposed fine/suspension and hearing
- **Timeline Requirements:** 
  - o Hearing scheduled at least 14 days from notice date
  - Hearing must occur within 90 days of Third Notice
- **Hearing:** Conducted by Special Review Committee

### **Violation Notice Process Flowchart**

VIOLATION NOTICE PROCESS FLOWCHART The Meadows at Saint Johns Owners Association VIOLATION OBSERVED (Inspection or Report) STEP 1: FIRST NOTICE • Formal notice of violation · Identify required cure actions • 14+ days to comply • Sent via USPS/email CURED? YES NO PROCESS ENDS STEP 2: SECOND NOTICE · Automatic if not cured · Identify outcomes/next steps · May include mediation offer · 14+ days to comply CURED? YES NO PROCESS ENDS



#### KEY REMINDERS

 $\Delta\square$  NO informal reminders - Start with First Notice

 $\Delta\square$  Board approval REQUIRED before Third Notice

△□ Minimum 14 days cure period for each notice

△□ Hearing must be 14+ days notice, within 90 days of Third Notice

 $\Delta\square$  Document with photos for visible violations

#### 239. Online Document Web Access Portal

- 239.1 The Association shall establish and maintain a secure, password-protected online document web portal accessible through the Association's website (**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).
- 239.2 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.
  - 239.2.1 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.
  - 239.2.2 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.
  - 239.2.3 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.
  - 239.2.4 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.

- 239.3 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
- 239.4 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

- 239.5 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 workproduct 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)
- 239.6 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.
- 239.7 Parcel owners shall not share their login credentials with unauthorized persons. Violation of portal security measures may result in suspension of portal access privileges.
- 239.8 The Association shall implement appropriate security measures to protect sensitive information and maintain compliance with all applicable laws and regulations.
- 239.9 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.

- 239.10 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.
  - 239.10.1 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.
- 239.11 The Board of Directors shall conduct an annual review to ensure compliance with this policy and relevant Florida statutes.
- 239.12 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.
- 239.13 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.
  - 239.13.1 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.

- 239.13.2 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 239.13. Selling owners remain liable for any unauthorized access or disclosure that occurs prior to the Association's discovery of the sale through any means.
- 239.14 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).

#### 240. Association Document Distribution via Website

- 240.1 The Association shall maintain governing documents, including rules, covenants, and amendments, on the Association website's "**Download**" page (themeadowswgv.com/download).
- 240.2 All members and residents are provided access to Association governing documents through the website.
- 240.3 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
- 240.4 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

# 241. Association Meeting Notices and Meeting Documents

- 241.1 The Association shall maintain meeting notices, agendas, and related documents on the Association website's "**Notices**" page (themeadowswgv.com/notices).
- 241.2 Member meeting notices and agendas shall be posted on the website at least fourteen (14) days before such meetings.
- 241.3 Documents to be considered and voted on during member meetings shall be posted at least seven (7) days before the member meeting.
- 241.4 Board meeting notices, agendas, and required documents shall be posted on the website according to Association Bylaws requirements.

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

- 242.1 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
- 242.2 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

#### 242.3 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
- 242.4 This review is required by Florida Statute 720.303(2)(e) to ensure our community's governing documents remain valid and enforceable.

### 243. Strategic Financial Management of Association Funds

- 243.1 The Association maintains reserve accounts for capital expenditures, deferred maintenance, and unforeseen events to protect property values and ensure financial stability of the community.
- 243.2 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:
    - o Track and report all reserve expenditures against the multi-year plan
    - o Document maintenance or repairs not completed as scheduled
    - o Assess and report increased risks from delayed work or deferred maintenance
  - **Professional Guidance**: Obtain expert advice for reserve analysis and financial planning as needed
- 243.3 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
- 243.4 Financial Transparency:
  - **Regular Reporting**: The Board shall:
    - o Provide quarterly updates on reserve account status at Board meetings

- o Include in meeting minutes a summary of plan tracking status, highlighting completed work, delays, and potential risks
- o Document any significant changes to planned expenditures or timelines
- Annual Review: The Board shall present at the annual members meeting:
  - o Past year's reserve fund usage and outcomes
  - o Planned reserve expenditures for the coming year
  - o Potential threats or concerns affecting reserve accounts
- **Documentation**: Maintain clear records of all reserve fund expenditures and planning decisions
- 243.5 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.

### **APPENDIX**

# **Architectural Review Request Form**

Download latest version of form at: <a href="mailto:themeadowswgv.com/download">themeadowswgv.com/download</a>

Example - June 2025

The Meadows at The Meadows At Sai	AL REVIEW REQUEST World Golf Village - HOA  It Johns Owners Association, Inc.  Eview Committee - info@themeadowswgv.com	
		MENTS BY PROJECT TYPE
	Date:	ALMIS SI I NOSCOT TITE
Phone Number: Email		actures, and proposed alteration location with dimensions.
Type of Project: ☐ Fencing ☐ Paint/Colors ☐ Landscaping PROJECT DESCRIPTION (Attach additional pages if needed)	☐ Driveway ☐ Pavers ■ Other:	
,	val, or addition. Include purpose, scope of work and timeline.	GUTTERS & DOWNSPOUTS
		<ul> <li>Site survey marking gutter locations along rooflines</li> <li>Downspout placement and drainage direction</li> </ul>
INFORMAT	ION ONLY	Gutter and downspout color (must comply with
Download latest version of form at:	themeadowsway.com/download	community color guidelines)
REQUIRED SUBMISSIONS (All items must be included for re		<ul> <li>Current photographs of house</li> </ul>
<ul> <li>Site Survey - Required for all projects</li> </ul>	view)	
Current photographs of the area to be modified		SATELLITE DISHES & SOLAR PANELS
<ul> <li>Project plans/drawings with dimensions and materials s</li> </ul>	pecified	<ul> <li>Site survey with equipment location marked</li> </ul>
<ul> <li>Material samples (color swatches, product photos, etc.)</li> </ul>	•	Equipment specifications and mounting details     For colors roof plan showing panel levest.
■ Contractor information (license and insurance certificat	es if using contractor)	<ul> <li>For solar: roof plan showing panel layout</li> <li>Current photographs of installation area</li> </ul>
See "Submission Requirements by Project Type" on pag	e 2 for specific requirements	current protographs of installation area
OWNER ACKNOWLEDGMENT		EXTERIOR PAINT & COLORS
changes are made, the Association has the right to require r IMPORTANT: This review is limited to aesthetic compatibili regarding functionality, safety, or compliance with buildin	lelines adopted by the Board of Directors. If any unauthorized	code  Specify colors for body, trim, doors, shutters, etc.  Must comply with approved community color guidelines  Current photographs of structure
		PAVERS & HARDSCAPING
Primary Owner Signature:		<ul> <li>Site survey showing paver area location and</li> </ul>
Co-Owner Signature:	Date: * * * * * * * * * * * * * *	dimensions
For ARC Committee Use: Date received:	Date action taken:	Paver type, color, and pattern specifications
		<ul> <li>Installation and drainage plans</li> <li>Current photographs of area</li> </ul>
	ditions   Denied   Additional Information Required	Current priotographs of area
Conditions/Comments:		OTHER IMPROVEMENTS
		<ul> <li>Attach detailed description, site survey, current photographs, material specifications, and any</li> </ul>
		relevant plans
and approvals which may be necessary to improve the property in accordance vencroach on another property owner's rights to use and enjoy all possi ble p	plans. Homeowner is responsible to obtain whatever easements, permits, licenses with the approved plans. This approval must not be considered to be permission to operty rights. In addition, this approval does not in any away grant variances to, lans reviewed and approved require submission of an updated review request.	Questions? Contact: info@themeadowswgv.com
ARC Representative:	Date:	or to the next meeting to be added to the agenda for review
Revised June 2025 The Meadows at World Golf Villa	age - Architectural Review Request Page 1 of 2	eowner, or agent for homeowner, when request is submitted
	· ·	agree to comply with all covenants, by-laws and guidelines the sole responsibility of the contractor and property owner
	-	any lot or common area is the sole responsibility of the owner
	By law the Architectural Review Committee ma	
		Norld Golf Village - HOA

# Special Review Committee Decision Form

Download latest version of form at: <a href="mailto:themeadowswgv.com/rules-regulations">themeadowswgv.com/rules-regulations</a>

### Example - December 2023

-	The Meadows	at Saint Johns Owners Ass	ociation, inc.	
SI	PECIAL REVIEW	COMMITTEE DE	CISION FORM	
Dat	e of Action:			_
	Member:		Chairperson	Ĉ
	Member:		_	
			-	
Subject: Comple	aint against(Lot Street Add	dress)		
(Name of Homeowner)				
Regarding failu	re to (description o	of violation):		
91				-
in the manner a	nd by the deadline	rner to resolve the i	in the documen	
in the manner a	nd by the deadline		in the documen	
in the manner a (Explain the (1) requi	nd by the deadline	e set forth below or for remedy, and (3) fine t	in the documen	
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Voting Results (  Number	nd by the deadline ired action, (2) due date  (Indicate votes cast r of votes in favor of	e set forth below or for remedy, and (3) fine to the thickness of the second the	in the documen	
Voting Results ( Number Number Homeo	(Indicate votes cast r of votes in favor of r of votes in favor of r of votes in favor of	e set forth below or for remedy, and (3) fine to the thickness of the second the	in the documen for noncompliance.)	t's attachment.
Voting Results ( Number Number Homeo	(Indicate votes cast r of votes in favor of r of votes in favor of r of votes in favor of	e set forth below or for remedy, and (3) fine to the by SRC): Homeowner the Association ne):	in the documen for noncompliance.)	t's attachment.
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Voting Results (  Number Number Modes Homeo Associas Signature SRC:	(Indicate votes cast r of votes in favor of r of votes in favor of r favor of (X only only when (Complaint Clo ation (Fine may be le	e set forth below or for remedy, and (3) fine to the form of the f	in the document for noncompliance.)  The levied by the Assion)	ssociation)

#### **GLOSSARY**

- ARC Architectural Review Committee (a Standing Committee of The Meadows at Saint Johns Owners Association, Inc. (dba The Meadows at World Golf Village))
- **BARRIER** Any structure, device, or object designed to prevent passage, provide separation, restrict view, create privacy, or screen items from view, regardless of size, configuration, or material. This includes but is not limited to fences, walls, screens, panels, lattice structures, and similar installations.
- **BOD** The Board of Directors of *The Meadows at Saint Johns Owners Association, Inc.* (dba The Meadows at World Golf Village)
- **BY-LAWS** The By-Laws of *The Meadows at Saint Johns Owners Association, Inc.*
- **COVENANTS** Declaration of Covenants, Conditions, Restrictions and Easements for the Meadows at Saint Johns
- **ENCLOSURE** A structure that surrounds or encloses an object or area on its sides, which may include a top/roof component.
- **FENCE** A structure typically made of posts connected by boards, wire, rails, or netting, used to mark a boundary, create separation between areas, prevent passage, provide screening, or partially or completely enclose an area. A fence may stand alone as a linear barrier or connect to other structures to create partial or complete enclosure.
- **GATE** A movable barrier, typically hinged, that controls access through an opening in a fence, wall, or similar enclosure.

- HOA A Homeowners Association (HOA) is a self-governing organization in a subdivision community where the homeowner with the purchase of property within an HOA's jurisdiction automatically become members of the HOA and are required to pay dues (HOA fees) to maintain the neighborhood and to uphold predetermined rules and regulations
- MANAGEMENT The community association management firm retained by the Board of Directors of *The Meadows at Saint Johns Owners Association, Inc.* (dba The Meadows at World Golf Village) to assist the BOD in the administration of the affairs of the HOA.
- **PRIVACY SCREEN** A free-standing or attached structure designed primarily to block visibility to specific areas or items without necessarily enclosing an area completely. All privacy screens are considered barriers.
- **SCREENING DEVICE** Any structure, panel, lattice, or similar object intended to conceal, hide, or reduce visibility to specific items or areas. All screening devices are considered barriers.
- **WALL** A solid vertical structure of brick, stone, concrete, or other rigid material that encloses an area, marks a boundary, provide separation, prevents passage, or screens views. All walls are considered barriers.
- **WEBSITE** The Official Page for **The Meadows at World Golf Village HOA**

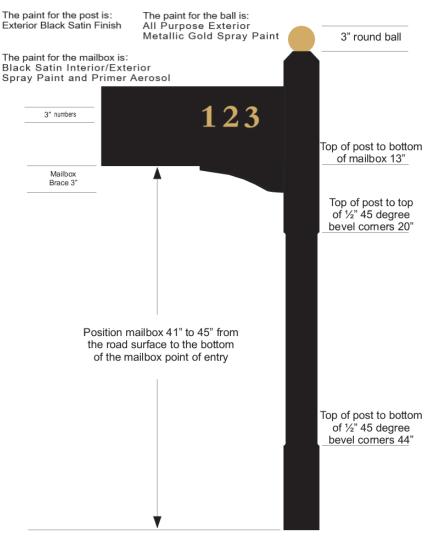
HTTPS://THEMEADOWSWGV.COM/

MEA-2025.06.26.235700

# **Notes**



# Mailboxes - The Meadows at World Golf Village



The Federal Highway Administration recommends burying the post less than 24" in dirt.



#### Mailboxes - The Meadows at World Golf Village

- **322.1** All residences in the Meadows are required to have U.S. Post Office approved mailbox for rural carrier home delivery.
- 322.2 All mailboxes for use in the delivery of mail shall be erected in the location compliant with USPS regulations and must be constructed according to a size, design, and material approved by the Architectural Review Committee.
- 322.3 The mailbox should be Post Mount Steel Construct Medium Mailbox with an adjustable door latch. (Approximate dimensions: H 8.75in, W 6.75in, D 19.5in) Reference example mailboxes are "Elite Bronze, Medium, Steel, Post Mount Mailbox by Architectural Mailboxes" or "MB1 Pewter, Medium, Steel, Post Mount Mailbox by Architectural Mailboxes"
- **322.4** The mailbox must be painted in a satin black finish. (Reference: *Black Satin Interior/Exterior Spray Paint and Primer Aerosol*)
- **322.5** The wood post for the mailbox (other than the 3 inch ball) must be painted in an exterior satin black finish.
- **322.6** The 3 inch Wooden Round Ball, on the top the wood post, must be painted in a metallic gold spray paint. (Reference: All Purpose Exterior Metallic Gold Spray Paint) (Wooden Round Ball Reference: Amazon "3-inch Wooden Round Ball" [Woodpeckers])
- 322.7 The house numbers may be placed on both sides of mailbox and shall be Die-Cut Numbers in gold color 3 inch tall with 1/2 inch thickness. (Reference: Amazon ASIN "BOB99KJ3QK" [LEINUOSEN CHINA] or "BO7KQGPK7L" (GOLD VINYL) [iSYFIX MEXICO])
- **322.8** The homeowner is required to keep mailbox and post well maintained and in good working order.
- Source: Architectural Guidelines 2025 of *The Meadows at World Golf Village Homeowners Association*

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