

## **Westpark Preserve Homeowners Association** **Rules & Regulations**

The Rules & Regulations listed herein are a supplement to the Association Governing Documents and related documents of the Westpark Preserve Homeowners Association. We hope you will recognize the following Rules & Regulations as additional tools to keep Westpark Preserve Homeowners Association beautiful, and make the community a pleasant living environment for all its residents.

These Rules & Regulations have been promulgated and approved by the Board of Directors for the Westpark Preserve Homeowners Association in accordance with the Governing Documents.

### **Insurance Coverage**

The insurance requirements set forth in this Article shall not reduce or restrict the right and obligation of any Owner to obtain liability, casualty, umbrella, peril, or other insurance relating to such Owner's ownership, use, or occupation of his townhome or Lot. The expense for any insurance obtained by an Owner shall be the sole responsibility of such Owner; provided, however, that no insurance obtained by an Owner shall operate to decrease the amount which the Association may realize under any policy or cause the diminution or termination of such insurance coverage. Any insurance obtained by an Owner shall provide for a waiver of the insurer's right of subrogation against the Association and any other Owners.

### **Pet Policy**

No animals other than cats, dogs, and other household pets shall be kept temporarily or permanently on any Lot. No livestock or poultry of any kind shall be kept or raised on any Lot. No household pets shall be kept, bred, or raised on any Lot for commercial purposes. Any animal which, in the sole opinion of the Association, is or becomes dangerous or an annoyance or nuisance in the Subdivision, or destructive of wildlife, immediately upon notice by the Association to the Owner of such animal, may not thereafter be kept on the Lot. Owners shall be responsible for prompt removal of any pet litter or waste of their pets. When off of the pet Owner's Lot, all pets shall be kept on leash or otherwise restrained and under the physical control of a responsible party at all times.

Florida Statute Chapter 64E-9 Public Swimming Pools and Bathing Places 64E-9.008 (7)  
Rules and Regulations

1. NO ... animals in pool or on pool deck.

## **Landscaping**

Landscaping and irrigation for all properties within the Subdivision shall be installed and maintained by Declarant or the Association. The costs attendant with such installation and maintenance shall be an item of Common Expenses. Other than paying assessments, Owners shall not be responsible for installation or maintenance or landscaping or irrigation within the Subdivision. No Owner shall install, repair, maintain, or replace landscaping or irrigation within the Subdivision, including irrigation or landscaping on his Lot. No owner shall apply fertilizer to the landscaping on his Lot. No Owner shall install or use a garden hose on the exterior of his or her Lot.

Notwithstanding the foregoing, an Owner may place two (2) potted plants within his Lot or the Exclusive Use Common Area adjacent to his Lot so long as such plants do not interfere with the Association's maintenance and repair of such areas. Any potted plants installed by Owners shall be installed and maintained at the Owner's sole expense.

Trees. Owners shall not install, maintain, repair, or replace any trees within the Subdivision, including on any Lot, without prior written consent of the Association.

## **Weapons**

No Homeowner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots or other similar weapons, projectiles or devices anywhere on or about Westpark Preserve.

## **Common Areas Damage**

Any damage to the Association property or equipment of the Association caused by any Owner, family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Owner.

Each Owner shall be held responsible for the actions of his family members, guests, invitees and tenants.

## **Trash**

No garbage, trash, refuse, rubbish, ashes, inoperable vehicles (that have been inoperable for more than thirty (30) days), junk or other waste shall be thrown, dumped or stored on any Lot, park, street, easement or alley in the Subdivision or permitted to remain upon any such place or outside of the dumpster area. The dumpster/compactor is for the sole use of residents of Westpark Preserve. No large items such as furniture, appliances, microwaves, etc. may be placed in the dumpster/compactor. All boxes must be broken down flat prior to placing in the dumpster/compactor.

Homeowners without garages should place their rubbish in the central trash compactor. Please do not leave any rubbish outside of the compactor. Large items will not be picked up unless special arrangements have been made with trash collector. The dumpster/compactor is for the sole use of residents of Westpark Preserve. No large items such as furniture, appliances, microwaves, etc. may be placed in the dumpster/compactor. All boxes must be broken down flat prior to placing in the dumpster/compactor.

Homeowners with garages should store their rubbish in sanitary containers within their garage except when placed at a street edge for regularly scheduled pickup. Such sanitary containers shall only be placed at a street edge for pickup after 7:00 PM the day prior to pickup and shall be removed from the street edge and stored in the garage after 7:00 PM on the day of pickup.

### **Collection Policy**

The payment of annual assessments are payable in monthly installments. The payment of an assessment will be deemed in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date. Each installment in default for 10 or more days will be charged a late fee on a monthly basis until all fees, including late charges, and other costs of collection, are paid in full. Any Association account that becomes delinquent in an amount equal to or greater than three months' Association fees shall be subject to a lien on the property, and all applicable legal fees for the placement of a lien and the subsequent collection of the delinquency will be assessed to the corresponding Owner's account. Any account that remains delinquent and exceeds an amount equal to or greater than six months Association fees shall be subject to foreclosure action, and all applicable fees shall be charged to the Owner's account as defined in the Governing Documents and state law. An Owner while in default of payment will not be entitled to vote at any meeting of the Association or enjoy the use and benefit of all common areas.

### **Rule Enforcement and Violation**

Article VI, Sections 6.1-6.6 of the Association's Governing Documents provide for monetary fines when there is a violation of the Governing Documents, and existing Rules and Regulations of the Association. The process for notification of violations and the fining of these violations is as follows:

1. **NOTICE**-Notice of the violation must be delivered personally to the Owner or mailed via First Class and/or Certified Mail. The notice shall contain the provision violated, together with a factual description of the alleged offense. State statutes provide for daily fines up to \$1,000.00 total.
2. **OPPORTUNITY TO DEFEND**-The offending Owner shall have an opportunity to appear before the Board or submit a written response to the Notice of Violation and offer evidence in defense of the alleged violation. The appearance before the Board shall be at

its next scheduled meeting, or at a special meeting called for such purpose, but in no event shall the Owner be required to appear less than 10 days from the date of the notice.

3. **DEFAULT**-Failure to respond to the Notice of Violation shall constitute a default.
4. **HEARING AND DECISION**-Upon either the Owner's written response or appearance or his or her appearance before the Board and presentation of evidence of defense, or in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.
5. **AMOUNTS**-Directly following a determination by the Board that a violation has occurred, the following fines shall be assessed:

**FIRST VIOLATION-No fine shall be levied.**

**SECOND VIOLATION-Fifty (\$50.00) Dollars.**

**THIRD VIOLATION-Seventy-five (\$75.00) Dollars.**

**FOURTH VIOLATION AND SUBSEQUENT VIOLATIONS-One Hundred (\$100.00) Dollars.**

6. **COLLECTION**-The fines levied shall be assessed against the Owner and shall be due and payable together with the next Westpark Preserve Homeowners Association assessment due. Failure to pay the fine will subject the Owner to all liabilities set forth in the Westpark Preserve Homeowners Association, governing documents, including late fees, lien and foreclosure.
7. If the Owner does not rectify the violation cited by the Board of Directors in a timely manner, the Association will make the change necessary to bring the Owner back into compliance and will charge the Owner for the costs relating to such actions.