

## **Proposed Rules and Regulations for The Meadows South Association, Inc.**

For the benefit of unit owners, these rules and regulations provide a consolidated list of all applicable association rules and regulations. For edification, the Association has three Governing Documents: 1) the *Declaration of Restrictions of Real Estate*, 2) the *Articles of Incorporation*, and 3) the *By-Laws*. Conflicts between the *Articles* and *Declarations* default to the *Declarations*. Conflicts between the *Articles* and the *By-Laws* default to the *Articles*.

Found here-in are paraphrased Florida statutes; and restrictions published in the *Declarations* and *By-Laws*. Any such reprinted rules and regulations are annotated using a parenthetical with paragraph citations: [720.x] for Florida statutes, [DR] for the *Declaration of Restrictions*, and [BL] for the *By-Laws*. Such rules and regulations cannot be changed by the Association's Board of Directors (BOD) without first amending the governing document. The BOD has the responsibility to maintain this document.

The Association has the authority to establish these reasonable rules and regulations governing the use and grounds of the Meadows South property. [DR, ¶4]

The rules and regulations herein are intended to allow all unit owners of record, and their tenants, the maximum freedom in the use of their property consistent with the rights of others unit owners.

### **100 HOMEOWNER RESPONSIBILITIES AND ASSOCIATION AUTHORITIES**

- 100.01 The unit owner shall maintain all walls, roofs, and exterior surfaces of his unit and all other buildings or structures on his unit. [DR, ¶4]
- 100.02 The unit owner shall maintain the grounds of his lot, including: lawns, shrubbery, trees, and plants. [DR, ¶4]
- 100.03 Lots shall be: 1) maintained in good appearance, 2) kept free from overgrown weeds, and 3) kept clear of rubbish. [DR, ¶8]
- 100.04 Should a unit owner fail to properly maintain his property, the Association has the right to maintain or repair said property, as required. The Association shall assess the unit owner for the reasonable cost of any maintenance or repairs. [DR, ¶4 and [DR, ¶8]

### **150 Easements**

- 150.01 Easements for installation & maintenance of utilities and drainage facilities are reserved in accordance with the recorded plat. [DR, ¶14]
- 150.02 No structure, plant, or other material shall be placed or permitted to remain within said easements, which may: 1) interfere with utility maintenance or repair, 2) interfere with stormwater drainage, or 3) be prohibited by public authority. [DR, ¶14]

150.03 The easement area of each lot is the unit owner's responsibility who shall continuously maintain the easement area.

## **200 ARCHITECTURAL CONTROL**

200.01 The exterior of any lot may not be changed or altered without written approval from the BOD. [DR, ¶20]

### **210 Fences**

210.01 No fence shall be erected on the 6' easement behind each unit.

210.02 No fence or fence wall shall be constructed, erected, or maintained on any lot without the written permission of the BOD. For requests to construct a new fence, the unit owner must submit 2 sets of the building plans, 2 sets of specifications, and 2 sets plot plans. [DR, ¶6]

210.03 Interior unit fencing shall be a 6' high, white, vinyl panel design.

210.04 Exterior unit fencing may be a 6' high, white, vinyl panels design, or chain link.

210.05 The BOD shall retain one set of prints in association records. [DR, ¶6]

210.06 For lots along the exterior of the complex, no fences are permitted in the rear sections between units.

210.07 For interior lots, fences are permitted in the rear sections between units with written approval from the BOD.

210.026 Fences must have a 4' wide gate to adjacent lots.

210.027 The BOD shall either approve or disapprove new fence construction within thirty (30) days from receipt of the request. [DR, ¶5]

210.0271 If not adjudicated within thirty (30) days, the unit owner may assume approval of the request. [DR, ¶5]

210.0272 Evidence of approval shall be a returned set of prints with BOD approval. [DR, ¶5]

210.03 No alteration or modification of existing fences shall be made without BOD approval. [DC, ¶6]

210.04 The owners of shared fences (party walls) shall maintain such fences in a good state of repair. [DR, ¶6]

210.05 Should an owner construct a fence which has not received BOD approval, or a fence already exists which did not receive BOD approval prior to its construction, the BOD shall file an estoppel comment to remedy the non-conforming fence.

### **220 Roofs**

220.01 Replacement of roof shingles on the roof over each owner's unit is the Owner's responsibility.

220.02 Roof shingles must be 3-Tab asphalt quality and of Beachwood Sand (Owen Corning) color, or of equal quality and color.

220.021 Roofs may be upgraded from 3-Tab asphalt to architectural shingles, but they must be asphalt shingle roofs and uniform in color.

## **230 Paint**

*(Note: All paint colors are available at the Ace Hardware store on Washington Avenue. Please notify the clerk that you are a Meadows South member.)*

- 230.01 Exterior wall paint shall be Richards, Rich Flex Elastomeric Coating C-y20 L-20 or the equivalent.
- 230.02 Exterior trim shall be Richards, Bark Brown 100% Acrylic Satin int/ext. or the equivalent.
- 230.03 White door paint is to be Richards, #400 White Signature 100% Acrylic Satin paint.
- 230.031 All front doors must either be brown or white. No other colors will be approved.
- 230.032 Any repainting of front doors must be done with the approved colors.

## **300 LAND AND PROPERTY USE**

### **310 General**

- 310.01 No noxious or offensive activities shall be conducted upon any lot. Neither shall anything be done that would become an annoyance or nuisance to the neighborhood. [DR, ¶10]
- 310.02 No building or other structure shall be erected, place, or altered on any lot until 2 sets of plans, 2 sets of specifications, and 2 copies of plot plans have been submitted, and approved by, the BOD. [DR, ¶5]
- 310.03 No structure of temporary character is allowed to be used as a residence. [DR, ¶11]
- 310.04 The speed limit of 10 MPH shall be observed at all times.
- 310.05 Outdoor cooking or grilling over an open flame is prohibited on porches or under roofs – by order of the Fire Marshall.
- 310.06 Only one professional “For Sale” or “For Rent” sign, no larger than 5 ft<sup>2</sup>, may be displayed on any unit. [DR, ¶7]
- 310.07 A home security sign, of reasonable size, may be displayed within 10 feet of a the front door. [720.304(6)]
- 310.08 All units are required to have smoke alarms.
- 310.09 No pets are allowed to run at large. Owners must clean up pet droppings immediately and comply with the city leash laws.
- 310.10 No commercial solicitation may be made within the complex. [DR, ¶10]
- 310.11 All exterior holiday decorations and lights must be removed within 30 (thirty) days following the holiday.
- 310.12 Owners may utilize BOD-approved storm shutters or non-BOD-approved storm shutters.
- 310.121 BOD-approved storm shutters may be installed from the beginning to the end of the Atlantic storm season (June 1 – November 30).

- 310.122 Non-BOD-approved storm shutters may be installed 5 days before the expected arrival of a named storm, and must be removed within 7 days of the storm's passing.
- 310.123 The color of non-BOD-approved storm shutters shall match the front door shade.
- 310.13 The Association may not restrict the use of storage containers, which are not visible from the front of any parcel or visible from an adjacent parcel. [720.3045]
- 310.131 If visible, unit owners may place, with BOD approval, Rubbermaid-style storage units in the back of an owner's unit.
- 310.132 Such sheds must be: 1) placed against the rear wall of the unit, and 2) no larger than 65" tall, 55" wide, and 28" deep.
- 310.14 Garage sales are permitted on the owner's property from 7 AM to 7PM on Fridays and Saturdays.
- 310.141 All sale items and rubbish must be cleaned up on the same day of any sale.
- 310.15 Animal husbandry is prohibited within the complex. [DR, ¶12]
- 310.16 Clotheslines may be erected on unit owner property, as long as the clothesline is hidden from neighbor view. No fence may be used as a clothesline. [DR, ¶13]
- 310.17 No Unmanned Aerial Vehicles (UAVs) may be flown by members or their invited guests within the Meadows South complex.

## **350 Vehicles and Parking**

- 350.01 Each unit owner is provided two parking spaces in front of each unit.
- 350.011 The Association owns the concrete parking pads in front of each unit.
- 350.012 The Association may identify the parking boundaries using striping or hash marks.
- 350.02 Use of parking spaces is reserved for the unit owner. No person may use another's parking space unless given permission by the unit owner.
- 350.03 Overnight parking of motor homes, travel trailers, boats, boat trailers, commercial trucks, and similar types of transport are prohibited from overnight parking. Short-term exceptions may be approved by the BOD.
- 350.04 Temporary parking of moving pods, moving vans/trucks, or other storage devices must be approved by the BOD.
- 350.05 Vehicles are prohibited from parking on association streets and all grassy areas, whether they be association or privately owned.
- 350.06 All vehicles parked on association property must have current tags.
- 350.07 Automobile repairs, other than repair of dead batteries and flat tires, are prohibited within the complex.
- 350.08 Oil spills must be promptly cleaned.
- 350.09 The Association reserves the right to remove any offending item from the complex, which repeatedly violates parking or automobile repair rules.

## **370 Garbage**

*The Association is determined to maintain proper health and sanitation, and to avoid odors, insects, and rodents at garbage collection locations.*

- 370.01 All household debris shall be placed within association dumpsters.

- 370.02 No debris shall not be left outside of any association dumpster.
- 370.03 Unit owners have the responsibility to dispose of any items which cannot be placed inside a dumpster or garbage can. *Note: The Brevard County Solid Waste Facility located on State Road 405 in Titusville.*
- 370.04 No refuse of any kind shall be placed along State Road 50 (Cheney Highway).
- 370.05 All organic matter shall be secured in plastic bags prior to placement in association dumpsters.
- 370.06 Personal garbage cans are prohibited outside of any unit.
- 370.07 Cardboard boxes shall be flattened completely prior to disposal.
- 370.08 Vegetative waste is not allowed to be placed in the dumpsters. Unit owners may place vegetative waste in the compost pile created near Entrance 3, or may dispose of said waste at the Mockingbird Mulching Facility located on State Road 405 in Titusville.

## **400 RENTAL UNITS**

- 400.01 There will be no more than four (4) residents in rental units.
- 400.02 Unit owners who rent their units must submit the proposed tenant's name(s) and rental/lease agreement, in writing, to the Association.
- 400.03 The Association shall approve or disapprove the tenant within three (3) business days after receipt.
- 400.04 Owners are responsible to ensure their tenants comply with all association governing documents and the rules and regulations herein.
- 400.05 Should an owner fail to submit a tenant application form for BOD approval, the BOD may file an estoppel comment of \$100 for each rental occurrence.

## **500 RECLAIMED WATER AND IRRIGATION SYSTEM COMPONENTS**

*Reclaimed water (non-potable) is provided for unit owner use. The City of Titusville Water Management Department manages the delivery of the reclaimed water. The city's pumps are generally activated between 5pm and 10am, but operation is not guaranteed. The irrigation system is maintained by the Association.*

- 500.01 No person is allowed to repair, alter, or modify irrigation system plumbing or components without the permission of the BOD.

## **600 LAWN MAINTENANCE**

- 600.01 It is the owner's responsibility to make sure lawns are free of any items (e.g., hoses, above-ground sprinklers, toys) which would hinder lawn mowing and edging.
- 600.011 Lawn maintenance day is on Tuesday.
- 600.02 Vehicles shall remain at least 1' from the edge of the unit owner's lawn to ensure its non-interference with mowing edging.

- 600.03 Residents are responsible for their own landscaping (e.g., flower bed maintenance, tree trimming, weeding).
- 600.04 Gates in the rear of each lot should be unlocked on lawn maintenance day to allow crew access.

## **700 FEES, FINES, LIENS, AND SUSPENSION OF RIGHTS**

- 700.01 Lot owners have ten (10) days to pay due sums upon receipt of written notice. [DR ¶4]
- 700.02 Maintenance fees payments must be submitted by the 5<sup>th</sup> day of each month to avoid late fees.
- 700.03 For association-executed maintenance or repairs of any elements other than landscaping or rubbish on unit owner property, the owner shall remit payment within ten (10) days after being provided a written notice of such charge, the same shall become a lien on said lot. [DR, ¶4]
- 700.04 For association-executed maintenance or repairs of landscaping or rubbish elements on unit owner property, the owner shall remit payment within ten (30) days after being provided a written notice of such charge, the same shall become a lien on said lot. [DR, ¶8]
- 700.05 Any item (e.g. commercial trucks, trailers, temporary storage) removed from the complex will be at the owner's expense.

### **710 Fine Structure**

- 710.01 Fees, interest, and account balance collections will be in accordance with the published collection policy.
- 710.02 Unit owners who fail to secure BOD approval prior to tenant occupation of the unit will be fined \$100. [BL, Article 7, §1C]
- 710.03 Unless otherwise published, a \$15 per day fine will be imposed for every approved violation until the violation is cured.
- 710.04 Any member who damages reclaimed water system plumbing or components, while conducting unauthorized work, will be fined \$100 per occurrence and will be assessed the costs of association-executed repairs.

### **750 Liens**

- 750.01 Due sums not paid within ten (10) days of notification shall become liens on the property and may be collected by an action to foreclose or an action at law. [DR. ¶4]
- 750.02 The Association may file a lien, in any amount, for unpaid maintenance fees and assessments on unit owner property. [BL, Article 10, §3A]
- 750.03 The Association may file a lien, in any amount, for unpaid maintenance or repair actions executed by the Association on unit owner property. [BL, Article 10, §3B]
- 750.04 The Association may file a lien against the unit owner for unpaid fines once the obligations reach \$1000. [BL, Article 10, §3C]

750.05 Any Association lien may be collected by an action to foreclose said lien, or by an action at law. [BL, Article 10, §3D]

## **770 Payments**

770.01 Maintenance fees, assessments, and associated fines may be dropped in the Meadows South "HOA" box located in the first entrance next to the mailboxes on the west side of the dumpster, or mailed to:

Meadows South Association  
P.O. Box 5635  
Titusville, FL 32783-5635

## **800 COMMUNICATIONS**

800.01 The Association shall post notices of BOD meetings at all three HOA community bulletin boards. Each posting shall include the date, time, place, and agenda for each meeting.

800.011 Unless otherwise stated in the governing documents, notices will be posted  $\geq$  than 48 hours prior to the meeting. [720.303(2)(c)(1) and BL Article 6§1C]

800.02 Members who submit their e-mail addresses to the Secretary may receive electronic meeting notifications. [720.303(2)(a)]

800.03 Members have the right to attend and speak at any meeting for up to three (3) minutes. [720.303(2)(b) and BL Article 6§1A]

800.04 Notice will be given for any meeting, where assessments will be discussed, at least 14 days prior to the meeting. [720.303(c)(2)]

800.05 Any unit owner may record any association meeting, except a BOD meeting with legal counsel. [720.306(10)]

800.06 Any disputes between the Association and a member will be resolved in accordance with Florida statute. [720.311]

800.07 The BOD shall approve or reject any building plans within 30 days of receipt of all required information. [DR, ¶5]

800.071 Should the BOD fail to respond within 30 days, the owner should consider the request approved. [DR. ¶5]

800.072 Notwithstanding BOD failure to respond within 30 days, an estoppel comment will be processed to bring any structures into compliance with the governing documents.

800.08 Member suggestions, complaints, or requests must be submitted in writing to a Compliance Director or the President.