



Rules and Regulations

(Effective April, 2019)

Failure of an Owner to pay quarterly Assessments within fifteen (15) days after the due date will subject the Owner and Lot to all the rights and remedies afforded to the Association under Florida law, including a lien against and/or foreclosure of said Lot, together with collection fees, attorney fees, interest and late fees.

Owners with Restriction Violations must contact Property Management Partners within 30 days of notice with a resolution or to resolve the issue. After 30 days fines may be levied up to \$1,000.

If you would like to serve on a Compliance Committee (Fining Committee) please contact Jo Davis at jo@pmpstjohns.com or 904-460-2785 x19.

ENFORCEMENT OF RULES AND REGULATIONS: Pursuant to Article X of the Declaration of Covenants, Restrictions and Easements for Weston Ranch, the Board of Directors has the authority and responsibility to establish and enforce the Rules and Regulations of the Association. The Association may levy reasonable fines and/or suspend common facility use rights for failure of its Owners and Owners' tenants, visitors and guests to comply with the Association's Rules and Regulations.

These Rules and Regulations are designed to insure, insofar as possible, the protection of the rights, privileges, privacy, safety, comfort, convenience, well-being and property values of the individual Owners and the Association as a whole.

The standard fine can be up to \$100.00 for a single infraction and up to \$1,000.00 for continuing violations of the Rules and Regulations. Failure of an Owner, or of the Owner's tenants, guests, occupants, licensees or invitees, to comply with these Rules and Regulations

is grounds for action by the Association to levy fines, suspend use rights and to recover sums for damages, and/or injunctive relief.

Failure by the Board of Directors to enforce any rule or regulation will not constitute a waiver of the right to do so at any other or future time. In the event of any inconsistency between the provisions of these Rules and Regulations and the provisions of the Declaration and the By-Laws of the Association, the provisions of the Declaration and/or the By-Laws shall prevail.

These Rules and Regulations do not purport to constitute all of the restrictions affecting the Association. Reference should be made to the other community association documents.

Exterior Alterations

- All exterior changes to the Lots and homes require the prior written approval of the Architectural Review Committee. Exterior changes include, but are not limited to: accessory structures, exterior lighting, pavers, play structures, fences, walls, pools, roof repairs, antennas, enclosures, sheds or temporary buildings. This also includes exterior painting of homes, trims and doors. Please contact Property Management Partners at 904 460-27856 x19 or jo@pmpstjohns.com for an Architectural Review Form.
- The Board of Directors requires that an Architectural Review Form be completed by the Owner and sent to the Association and that the following requirements also be met:
 - Copies of all plans and specifications related to the request must be submitted to the Association in advance of any work being performed.
 - The Architectural Review Committee and/or Board of Directors must approve in writing any changes applied for by Owners prior to work commencing.
- No part of any Lot and/or home that has been designated as a garage shall be utilized as a bedroom, den, family room, living room or any other living quarter. No carports shall be permitted.
- No new permanent basketball hoops will be approved after April 15th, 2019. Existing permanent basketball hoops are grandfathered in. All temporary basketball hoops shall be removed and are not allowed. Any exiting basketball hoops that are grandfathered in shall not be located on the city, county, or any utility company's right of way. Any existing basketball hoops located in a city, county or any utility company's right of way must be relocated through the prior written approval of the Board of Directors.

Trash and Recycling

- Trash and recycle cans shall be stored out of view except on scheduled collection days. (i.e., areas not visible from the street or any other Lot other than at the times of scheduled trash pickup).

Weston Ranch Homeowner's Association, Inc.

- No rubbish, trash, garbage, refuse, or other waste or material shall be kept or permitted on the Lots and/or Association property, or other portions of the property, except in sanitary, self-locking containers located in appropriate areas, concealed from view, such as behind a fence or in the garage.
- No trash or recyclables are permitted to be placed curbside until the evening prior to the scheduled pick up and all trash cans and recycling bins must be returned to the garage, home and/or be otherwise concealed by sundown the day of trash day. Other than the evening prior to the scheduled pick up of trash or recyclables, no Owner shall place trash, garbage cans or recycling bins out within sight of the public at any time. Trash shall always be kept in closed containers with a lid to prevent access by animals.

Maintenance

- Each Owner shall be responsible for the landscaping and native vegetation on his or her Lot, including maintaining and caring for any sod, grass and lawns, which includes the edging of sidewalks, street edge and around utilities boxes. Landscape maintenance shall include regular lawn mowing, fertilizing, irrigation, edging and weed removal as needed and as determined in the sole discretion of the Board of Directors.
- Trees and shrubs shall be maintained in good condition. Dead trees and shrubs shall be removed and Owner must follow all city and county ordinances for dead tree and shrub removal.
- No significant additional planting, nor significant removal of the natural vegetation, is allowed without first obtaining prior written approval from the Architectural Review Committee and/or Board of Directors. Each Owner is responsible for keeping his/her Lot free of weeds and yard debris which detracts from the overall well-kept appearance of the community.
- Each Owner shall maintain his/her home and Lot in a good state of preservation, respectability and cleanliness at all times so that his/her home and Lot will not be damaged by his/her neglect. Each Owner, at his/her expense, shall maintain in a good order and repair and keep in an attractive condition all portions of his/her Lot and the home located thereon, including without limitation the roof, gutters, downspouts, exterior building surfaces, all portions of privacy fences within the Lot, all glass surfaces and screening, doors, electric and plumbing equipment, air conditioner and heating units, driveways and any other equipment, structures, improvements, additions, or attachments located on the Lot. Owners must maintain their Lots and homes in accordance with the Declaration.
- Fences shall be maintained, repaired and replaced as needed and in the sole determination of the Board of Directors.
- Driveways and sidewalks shall be clean, maintained and repaired, free from stains, trash, and debris.
- Faded or missing house numbers shall be replaced.
- Rusted or otherwise damaged mailboxes shall be replaced.
- Holiday/seasonal decorations are allowed to be displayed and shall be season appropriate. Holiday decor may be installed two weeks prior to a holiday and shall be removed within two weeks after the

Weston Ranch Homeowner's Association, Inc.

holiday. Christmas and similar decorations may be displayed from Thanksgiving Day until January 15th. Holiday decorations may be ordered removed at any time at the sole discretion of the Board of Directors.

- The height of all hedges, or hedge-like grouping of plants, on Lots is limited to no taller than the bottom of each window. In other words, no hedges, or hedge-like grouping of plants, shall be taller than the bottom of each window so that the hedges or plants do not grow to cover any part of the windows.
- Any damage to Association signage, service facilities or Association equipment caused by an Owner, or an Owner's tenants, guests or visitors, shall be repaired at the expense of the Owner held to be responsible.
- Member meetings: Members of the Association are entitled to speak for a maximum of three (3) minutes only on each agenda item of a members meeting.
- Repair, construction, decorating, or remodeling work to the Lots and/or homes shall be done on Mondays through Saturdays between the hours of 9:00 a.m. and 5:00 p.m. only.

Community Pool

- The community pool will be open from 7:00 a.m. to 7:00 p.m. Households are permitted to have one key per home to the pool area. The cost for a key is \$25.00. Homeowners must be current on their Association dues for keys to remain active and for Owners to access the pool area. Please contact Property Management Partners at 904-460-2785 x19 to obtain a key.
- Pool area is a "tow zone" after hours and when pool is closed.
- The pool area is for the use of Owners, tenants and their guests. Visitors are permitted to use the pool area only with the approval of, and when accompanied by, an Owner or tenant. Owners will be held accountable for the actions of their tenants, renters, guests and visitors.
- No glass, glass drinking containers, bottles or breakable material is permitted on the pool deck or in the pool. Required beverage container is non-breakable with a lid.
- Pets are not permitted on the pool deck or in the pool.
- No running or horseplay permitted; sitting on shoulders while in the pool is prohibited.
- No urinating, discharging of fecal matter, or expectorating allowed in pool. Swim diapers must be worn by children who are not toilet trained.
- Children 14 years and under must be supervised by an adult in the pool at all times and not left unattended.
- Shower before entering the pool.
- No diving is permitted. No backflips or jumping into the pool is allowed.
- Swim at your own risk; there is no lifeguard on duty.
- All trash and recyclables must be disposed of properly in the bins provided.
- All pool area gates and doors must be closed securely. Owners, residents and guests/visitors must close the gates and doors behind them.

Weston Ranch Homeowner's Association, Inc.

- Only pool appropriate toys are allowed to be used in the pool area. Throwing of balls, Frisbees and other such toys are prohibited.
- Proper bathing suit attire is required.
- No bikes, scooters, skateboards, rollerblades, or other such equipment are allowed in the pool area.
- No smoking is allowed in the pool area.

Lot and Home Exterior

- No signs or advertisement other than "For Sale" or "For Rent" signs are permitted on the property or vehicles. "For Sale" and "For Rent" signs must receive the prior written approval of the Board of Directors before being posted on the Lots.
- Owners are prohibited from hanging laundry, rugs, garments, blankets, towels, etc. from windows, decks, trees or from any of the facades of the Lot and home structures. Drying of clothes is not permitted within open garages.
- Entrances, sidewalks, decks or porches shall not be used for storage of items on a regular basis that appear obtrusive and noticeable from the street or adjacent homes.
- No tents, camping facilities, picnic canopies or other temporary structures are allowed on a Lot's front yard. All such items shall be kept in the Lot's back yard in such a way that it is not visible to adjacent neighbors or from the street.
- No aluminum foil, tinted glass or other reflective material shall be installed or maintained on any windows of a home or other structure.
- Oil, gasoline drippings and rust from motor vehicles destroys pavers, streets and driveways. All Owners are required to keep vehicles in good repair to avoid this. Any damage caused by oil, gasoline drippings and rust is the responsibility of the Owner.
- No fires for burning of trash, leaves, clippings, or other debris shall be permitted on any part of the Lots or in the streets.
- No window air conditioning units shall be installed in any side of a home which faces a street. No exterior components of air conditioning units shall be visible from the street.

Parking and Vehicle Restrictions

- Vehicles shall be parked in the garage or driveways of each individual Lot. No parking on the streets or swales is permitted. No parking is allowed at the pool area at times when the pool is closed.
- No vehicles shall be parked in the cul-de-sacs. Cul-de-sacs are to remain clear for emergency vehicles to be able to access and turn around.
- Parking on lawns, landscaped areas or sidewalks is prohibited.
- Repairs to vehicles shall not be conducted for more than twenty-four (24) hours, except in an emergency situation or within the garage of the property with the door closed.

Weston Ranch Homeowner's Association, Inc.

- No commercial vehicles, trailers, RVs, boats, boat trailers are allowed on Association property or on the Lots, except in a garage.
- All vehicles shall be in good repair and drivable.
- Non-working vehicles, vehicles which are unsightly (at the sole discretion of the Board of Directors), and/or vehicles not displaying a current license tag and registration, shall not be abandoned or stored on Association property or in a driveway and shall only be stored in a garage.

Animals and Pets

- Any pet (dogs and cats) must be temporarily caged, carried or kept on a leash when outside of a Home.
- No breed known for viciousness or ill-tempered behavior is permitted on any portion of the Association property. Examples include, but are not limited to: Pit Bulls, Rottweilers, Mastiffs, Presa Canario, or any other crossbreeds.
- No pets shall be kept, bred or maintained for commercial purposes.
- Pets shall not become a nuisance or annoyance to neighbors.

Rental Properties

- No portion of the Home (other than the entire Home) may be rented. Within five (5) days following execution of a lease for a Home the Owner shall: (a) Notify the Association in writing with the name of the tenant and family members that will be occupying the home and (b) provide the Association with a complete copy of the lease. If the lease is not provided in the time stated the Owner will be considered in violation of the governing documents. Please see the Declaration for other lease and rental restrictions.
- The Association shall be notified of any permanent change of address of an Owner. It is the Owner's responsibility to keep the Association updated and informed of its permanent address changes. Any failure to receive notices due to the Association not having the correct and updated contact information of the Owner is the Owner's fault and sole liability.
- Each Owner shall provide a copy of these Rules and Regulations, the Declaration and the By-Laws to any renter, long-term guest, and/or purchaser of his/her Lot and home. The Declaration, By-Laws and Rules and Regulations shall apply equally to Owners, and their families, guests, renters, tenants and visitors.
- Owners shall be jointly and severally liable with their guests, tenants and visitors to the Association for any amount which is required by the Association to repair any damage resulting from acts or omissions by such persons (as determined in the sole discretion of the Board of Directors) or to pay any claim for injury or damage to property caused by the negligence of such persons.
- Occupancy is subject to the relevant provisions of the Declaration. Lots are for residential use only. Lots and/or homes are limited to single family residential usage. Under no circumstances may more than one family reside in a home.

Nuisances

- Owners, tenants, guests and visitors shall avoid excessively loud playing of stereos, MP3 players, computers, compact disc players, televisions, radios, musical instruments, etc. and shall avoid making unusual noises that will disturb or annoy the occupants of other homes, who have the right of peaceful enjoyment. Loud mufflers of vehicles are considered disturbing noise and will also be subject to a fine.
- No noxious, destructive or offensive activity is permitted anywhere within the Lot or home, nor shall anything be done within the Lots or homes that may constitute an annoyance or nuisance to any other Owner or resident. No activity is permitted, nor shall any object or substance be kept, stored or emitted, anywhere within the Lots or the Association property in violation of law.
- No television or radio masts, towers, poles, antennas, satellite dishes, aerials or appurtenances shall be erected, constructed or maintained on the exterior of any home or Lot unless the location, size and design thereof has received prior written approval from the Board of Directors and/or Architectural Review Committee.
- No swimming or bathing is permitted in any of the retention ponds.
- Lawn services, construction work and/or any other service, maintenance or repair work to the Lots or homes shall only be done on Monday through Saturday between the hours of 9:00 a.m. to 5:00 p.m. Advance notice to your neighbors is advised.
- No immoral, illegal, improper, offensive or hazardous use shall be made in any Lot or anywhere on the Association property.
- The use of drones over the Lots and/or homes of other Owners is prohibited. The use of drones over Association property is prohibited unless prior written consent is provided to the drone operator prior to use of the drone.