Newport Cove Rules (Part 2 -Homeowners)

SECTION 1: TRASH, RECYCLING, AND DEBRIS

1.1 Garbage Collection
Garbage pickup is scheduled for **Mondays and Thursdays** and must comply with local **Waste Management requirements**. Trash must be placed in **approved containers with closed lids** and positioned **curbside**, avoiding placement in gutters. Overflowing trash must be secured in **large, tied garbage bags**.

1.2 Landscape Debris
Landscape debris, including grass clippings, branches, and other yard waste, will be collected on **Mondays**. All debris must be **bagged or tied** securely. If items are too large for bags, they must be placed in a **neat, orderly pile** next to the garbage container.

1.3 Recycling Collection
Recyclables will be collected on **Thursday mornings**. Only **Waste Management-issued recycling bins** may be used for recyclable materials.

1.4 Set-Out Time Restrictions
Trash and recycling bins may not be placed curbside earlier than **5:00 PM on the day before collection**.

1.5 Bin Storage Requirements
Following pickup, all trash and recycling containers must be removed from curbside and **stored out of sight**, preferably **inside the garage**, **as soon as reasonably possible**.

1.6 Prohibited Outdoor Storage
The outdoor storage of **building materials, tools, or miscellaneous items** is **prohibited** unless prior **written approval** is obtained from the **HOA Board of Directors**. An exception is made during periods of **active construction**.

SECTION 2: Pets

2.1 Prohibited Animals
The following animals are **strictly prohibited** within Newport Cove: **horses, swine, cattle, goats, poultry, and fowl**. **Tropical birds** are permitted only if maintained **exclusively indoors**.

2.2 General Pet Ownership
Other animals may be kept as pets provided that:

- They are maintained **primarily indoors**
- They are **secured at all times** and do not become a **nuisance or menace** to other owners, residents, guests, or their property

2.3 Unattended Pets
Dogs and cats may not be chained, tethered, or leashed outdoors unless directly supervised. Pets must never be left unattended while restrained outdoors.

2.4 Free Roaming Prohibited
Pets are **not allowed to roam freely**. Owners must not allow pets to:

- Wander onto others' **front yards, driveways, or entryways**
- **Pets must be kept from relieving themselves** in areas that do not belong to their owners, **including neighbors' front yards where as possible**. Pet waste should be limited to **utility strip areas**, where possible.
- **Yards that have signage declaring that no pets allowed are off limits for pet owners to utilize.**

2.5 Temporary Pet Sitting
Residents may dog-sit under the following conditions:
- No dog may remain **longer than 3 consecutive days**
- No more than **five (5) total animals** may reside in a home at any time
  Pet boarding, kenneling, or any commercial animal care is not permitted.

2.6 Commercial Use Prohibited
Pets may not be **bred, sold, or kept for commercial purposes** within the community.

2.7 Restricted Areas
Pets are **not allowed** in any **community recreation areas**, with the sole exception of **certified service animals**.

2.8 Leashing and Aggressive Breeds
All dogs or pets when outside the homeowners residence will be restricted/controlled by a leash not greater than 8'. The Association will take guidance from PBC Ordinances Chapter 4: Animals

- No dog or pet shall create objectional behavior resulting in a serious annoyance to a neighboring homeowner. It is the Dog or Pets owner or assigned handlers obligation to immediately correct any objectional behavior.
- Any dog or pet which has bitten, attacked or threatened to bite another homeowner, guest or person authorized to be on Newport Cove property must be muzzled when on leash and outside the homeowner property.

2.9 Pet Waste Disposal
Pet owners are required to:
- Promptly **remove and properly dispose** of pet waste
- **Do not deposit** pet waste in others' **trash bins, dumpsters, or storm drains**

2.10 Cleanup Fee
Failure to remove pet waste from **common areas or private property** (not owned by the pet owner) may result in a **$100 clean-up fee per occurrence**, in addition to any other penalties permitted by HOA rules or local ordinance.

2.11 Non-Resident Restrictions
Non-residents are **not permitted to walk their dogs** in Newport Cove unless:
- **Accompanied by a resident**
- In compliance with Rule **2.4**
  Exception: A **hired pet-walking service** is allowed if acting on behalf of a resident and **abiding by all community rules**.

2.12 Aggressive Incidents
Any instance of a pet **attacking**, biting, or displaying **aggressive behavior** shall be reported to **local authorities**, who will determine the appropriate course of action.

SECTION 3: Mailboxes

3.1 Compliance with USPS Regulations
All mailboxes installed within Newport Cove must comply with **United States Postal Service (USPS) regulations**.

3.2 Address Number Display
Each property must have a clearly visible **house number** that meets the following requirements:

- The number must be displayed **either on the home or on the mailbox**
- The **minimum height** of numbers shall be **1 inch**

3.3 Mailbox Access Clearance
Approaches to all mailboxes must be **kept clear** of:

- **Vehicles**
- **Trash cans**
- **Any obstruction** that would require the mail carrier to **exit their vehicle** in order to deliver mail

3.4 Foliage Maintenance
All **foliage, plants, and shrubs** around mailboxes must be **maintained below the height of the mailbox support bar** to ensure clear and unobstructed access.

3.5 Mailbox Post Color
All mailbox posts must be painted **white**. No other colors are permitted unless expressly approved by the **Architectural Control Board (ACB)**.

3.6 Modifications and Approval
Any changes or replacements to a mailbox or mailbox post must receive **prior approval** from the **Architectural Control Board (ACB)**.

SECTION 4: Sale of Home

4.1 Notification of Intent to Sell
Homeowners must **notify the Property Management Company** in writing **prior to listing** their home for sale, indicating the intent to sell.

4.2 Seller Disclosure Packet
Upon notification, the Property Management Company will provide the **Seller** with a required **Disclosure Statement**, which includes key information about HOA responsibilities and community rules.

4.3 Required Materials for Buyer
It is the responsibility of the **Seller** to provide the following items to the **Buyer**:

- All **access keys**, and **fobs**.

It is the responsibility of the management company and the Association to provide the following items to the Buyer:

- Bylaws and Covenants of the community

- Rules of the community
- Contact Information for: Management company, Accounting and HOA Board
- Forms for vehicle entry stickers, Community communications platform invitation and resident profile form.

4.4 Buyer Disclosure Requirement
Prior to closing, the **Buyer** must sign and notarize a **Homeowners' Disclosure Statement** and return it to the **Property Management Company** as part of the transfer process.

4.5 Post-Closing Responsibility
If, for any reason, the **Buyer does not receive** the HOA documents, keys, or fobs at closing, they may obtain replacements or copies **at their own expense** by contacting the HOA directly.

SECTION 5: Lease of Rental of Homes

5.1 Minimum Ownership Period

Homes may not be leased or rented within the first twelve (12) months of ownership. This restriction applies from the date of closing and is intended to promote a stable, owner-occupied community.

5.2 Rental Property Ownership Limit

No individual, corporation, trust, or other legal entity may purchase or own more than two (2) homes within the community for the purpose of renting or leasing. This ownership limitation is established to preserve the residential nature of the community and to discourage excessive investor ownership.

5.3 Notification Requirement

Prior to leasing or renting a home, the homeowner must provide **written notice** to the Property Management Company and Association with their intent to lease. Notification must occur before any lease agreement is executed. Failure to do so will result in a $100 per month administrative fee until notification is received.

5.4 Lease Application and Approval Process

A Rental/Lease Application Packet will be provided to the homeowner by the Property Management Company. This packet must be fully completed and signed by both the homeowner and the prospective tenant, then submitted to the Property Management Company and the Board of Directors for review and written approval. Occupancy by the tenant shall not occur until such approval has been granted.

5.5 Pre-Lease Compliance Requirement

If the home proposed for lease is in violation of any provision of the governing documents, community rules, or applicable laws, the homeowner shall be responsible for correcting all such violations prior to the Board's approval of the lease application. No lease application will be approved until the property is brought into full compliance.
The responsibility for correction of these violations lies with the **homeowner**, not the prospective tenant.

5.6 Daily/Weekly or Monthly Rentals

Renting of any property on a daily/weekly or monthly basis is strictly forbidden. All rentals must be at a minimum of 1 year in length. Properties that are found not in compliance will be subject to $100 administrative fee and access restricted.

Section 6: Related to Storms and Other Emergencies.

6.1 Securing hazards.

6.1.1 All potted plants, lanai furniture, lawn decorations, etc., must be removed and stored. The same guidance follows when a homeowner leaves their home vacant during the hurricane season (June I-November 30) or for any extended period.

6.2 Generators

6.2.1 Portable Generators – Emergency and Normal Use

6.2.1.1 While in use, generators must be at least 5 feet from neighboring houses, and at least 10 feet from the door or window openings.

6.2.1.2 Residents may not store more than 30 gallons of gasoline in the garage unless stored in an approved fire locker. Stored fuel must be in UL-approved containers with vented tops, no larger than 5 gallons.

6.2.1.3 Transfer Switch or Transfer Box must be installed by licensed and insured technicians using proper county building permits and meeting codes. Location to be approved by ACB, if location is on the exterior of home.

6.2.1.4 The portable generator should be in the quiet range (50-65 dB). Generators producing a noise level higher than 75 decibels are not recommended

6.2.1.5 Proper grounding and cabling are required for generator use

6.2.1.6 After use portable generators should be allowed to cool before storing them in the garage. For long-term storage, it is recommended the fuel be removed.

6.2.1.7 Portable generators should not be temporarily wired into a service panel or house wiring.

6.2.2 In-Ground (Standby) Generators

6.2.2.1 Must have ACB approval, be at least 5 feet from neighboring houses, have proper permits, licensing and meet PBC building codes.

6.2.2.2 In ground (Standby) Generators and their appurtenances must be installed by licensed and insured vendors.

6.2.2.3 The generator itself is to be concealed by shrubbery around its perimeter. Installation of this barrier requires approval by ACB. The homeowner must maintain this barrier.

6.2.2.4 Fuel storage tanks must comply with all county and state regulations.

6.2.2.5 All in ground generator permits must be affixed in plain sight on the front window.

6.3 Protective Shutters, Bars, Grilles, or Awnings

6.3.1 A homeowner may protect their home in the event of a hurricane by installing Accordions, Self storing Shutters, or Protective panels made of corrugated steel, aluminum, reinforced plastic, or plywood on all windows, sliding glass doors, and patios.

6.3.2 Review ACB guidelines for installation. ACB approval is required for the installation or upgrade of protective shutters, bars, grilles, or awnings.

6.3.3 If the home is occupied, the protective shutters must be removed within 48 hours after the Hurricane alert is over.

6.3.4 If the homeowner is not in the residence, they may leave their protective covering on all windows, glass doors, etc. during the Hurricane season which is from June 1 to Nov 30. All shutters must be opened no later than December 1

6.3.5 No Bars or grilles of any type are permitted to be affixed to the exterior of a home.

Section 7: Fences

All fences within the community require prior written approval from the Architectural Control Board (ACB). To obtain approval, homeowners must submit a complete application package that includes a property survey dated within the last twelve months, the contractor's license and proof of insurance, detailed design sketches and specifications, approved permits, and any applicable easement permission letters. Landscaping is a required element of the design to help soften the visual impact of the fence. For homes located on corner lots or near intersections, all fences must comply with county roadway sight distance regulations to ensure safety and visibility for drivers and pedestrians. Please note that any fence installed without prior approval from the ACB is subject to removal by the association at the homeowner's expense.

- All fence types shall be no higher than 5 feet, unless a variance is granted by the ACB.
- Installation of any fence that encroaches on an easement must be accompanied by a permit or waiver from all relevant entities, including but not limited to the State of Florida, Palm Beach County, the Association, utility companies, or neighboring property owners, as applicable.
- Lots adjacent to the lake, fences should not be erected to hinder or harm access or view of community amenities or property.
- No fences shall be placed in front yards and set backs, as restricted by Palm Beach county Unified Land Development Code.
- Any fence violating any fence rule, the owner will be asked to remedy violation, remove the offending fence or provide access. Any action not taken in 30 days the association may remedy the offending fence violation at owners' cost.
- Homeowners are responsible for providing and maintaining adequate irrigation for any vegetation required to fulfill the landscape buffer requirements in Sections 7.1.2 and 7.1.6.
- The maintenance and roof overhang easements for Zero Lot Line (ZLL) homes are hereby reserved in perpetuity to the owner of the lot abutting the easement and the HOA for the purpose of access to and maintenance of improvements, roof overhang, eave, gutters, drainage and utility services architectural embellishments, and hurricane shutters.
    - No fence can be installed that violates a ZLL easement without specific written permission from the homeowner to which the easement applies (Homeowner easement waiver agreement)
    - A Homeowner easement waiver agreement must be renewed upon the sale or transfer of ownership for the property for which the agreement was issued.

- Homeowner easement waiver agreement expires on the first day following the 6th anniversary of the date of issuance.
- All fences require the planting of shrubs at the base of the fence to soften the impact of the fence on neighborhood views.

7.1 Privacy Fences

Privacy fences are permitted within the community but must meet specific design, placement, and material standards to maintain consistency and community appearance. All privacy fences require Architectural Control Board (ACB) review and written approval prior to installation.

7.1.1 A detailed scope of the project, survey and other appropriate documents must be submitted with the ACB application. This includes fence height, material, location, and design intent.

7.1.2 For any privacy fence that is visible from the street, the design must include a three-foot (3') easement from the property line to allow for required landscaping, which must be installed and maintained by the homeowner.

7.1.3 All privacy fences may be constructed of vinyl, unless the resident already has grandfathered in wood fencing. All vinyl fences must be white. Wood fences must be either white or finished with a stain or sealant appropriate for outdoor use.

7.1.4 Installation of any fence that encroaches on an easement must be accompanied by a permit or waiver from all relevant entities, including but not limited to the State of Florida, Palm Beach County, the Association, utility companies, or neighboring property owners, as applicable.

7.1.5 Privacy fences must maintain a minimum six-foot (6') easement from all public or private roadways.

7.1.6 Fence placement shall not obstruct or hinder access to utility meters, boxes, or other utility infrastructure, unless appropriate easement waivers are obtained.

7.1.7 Homeowners are responsible for providing and maintaining adequate irrigation for any vegetation required to fulfill the landscape buffer requirements in Sections 7.1.2 and 7.1.6.

7.1.8 Privacy fences installed without ACB approval or violating any fence rule, the owner will be asked to remedy violation, remove the offending fence or provide access. Any action not taken in 30 days the association may remedy the offending fence violation at owners' cost.

7.2 Boundary Fences

7.2.1 A detailed scope of the project, survey and other appropriate documents must be submitted with the ACB application. This includes fence height, material, location, and design intent.

7.2.2 Should be designed not higher than 5 feet in height and to both blend with the architecture of the home and the landscaping

7.2.3 Boundary fences should not be designed to "wall off" the home from the street and the neighborhood. As such, a Boundary fence cannot be placed along any property borders

extending from the front of the owner's home and garage, up to and including roadways or walkways fronting the property.

7.2.4 Lots adjacent to the lake, fences should not be erected to hinder or harm access or view of community amenities or property

7.2.4.1 Shrub or flowering plant no higher than 36" (inches) with a spacing of 3' (feet) or less. To be consistent with other measurements. If homeowner does not maintain the vegetation, it may be removed or trimmed at owner's expense.

7.2.4.2 If a gate is installed, they shall be no smaller than 4' (feet) wide allowing for lawn services access

7.2.4.3 Fences can extend from the back of the house to the easement line or edge of the resident's property. See exemptions for Lake Access Lots following.

7.2.4.4 Lake Access Lots (**1-76, 212-250, 253-255, 259-269, 278-289)**

7.2.4.4.1 Lake front boundary fences and gates along lakefront properties must not unreasonably obstruct views of water features or natural preserves from neighboring lots. Additionally, no fence may be installed in a way that limits access to, or interferes with, views of shared community amenities or common property.

7.2.4.4.2 These Lake Access Lots fences shall be metal open picket style, black or bronze in color. No higher than 5 feet tall in total.

7.2.4.4.3 All other requirements concerning height and landscaping apply for boundary fences.

Section 8: Roof Materials Requirements

8.1 To be consistent with Newport Cove bylaws and covenants and in complaint with current state statute.

Section 9: Landscape Requirements

9.1 All landscaped areas within the owner's property (flower beds, bushes, and trees) are the homeowners' responsibility to maintain. The following guidelines apply to landscape changes:

9.1.1 Homeowners may add or remove landscaping but **must obtain approval** from the Architectural Control Board (ACB). Proposed changes must align with the overall appearance of the community.

9.1.2 All homeowners are required to install a barrier between decorative landscapes, stones in flower beds, screened lanai, and/or sod.

9.1.3 The landscaping company is not responsible for any damage to a residence's property that has not properly installed appropriate landscape borders around rocks, decorative landscape, stones, and/or sod.

9.1.4 Landscaping Plans and Layout

9.1.4.1 To ensure a consistent community look, ACB approval for all landscaping plans is required. All landscaping shall be **"Florida-friendly landscaping"** which means quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant.

9.1.5 Hedges – Not along fence line

9.1.5.1 May be planted only with the approval of the ACB, maintained by the homeowner and may not exceed a uniform height of (5 feet).

9.1.5.2 A clearing between plantings and fences/buildings must be maintained to allow painting or maintenance of fences. Any hedge that impedes access could be removed at the owner's expense.

9.1.5.3 Any cactus, or hedge, that becomes overgrown and causes problems with adjoining units shall be deemed a nuisance and shall be removed at owners expense.

9.1.6 Trees

9.1.6.1 Front Yard Landscaping Requirements

9.1.6.1.1 Each homeowner's yard should have a minimum of 3 palm trees. The palms must be a minimum of six feet in height. The palms are part of "Florida-friendly landscaping and provide a more consistent environmental look and feel.

9.1.6.1.2 Palms installed in the front of the home cannot be removed. Dead or diseased palms must be replaced with a palm of similar size (6 foot minimum) and same type as any remaining palm or an ACB Request must be submitted for approval to replace both palms with a different type.

9.1.6.2 Backyard Landscaping Requirements

9.1.6.2.1 The backyard is to be installed and maintained by the standards listed herein, except there are no minimum requirements for HARDWOOD trees.

9.2 Trimming, Removal or Destruction of Trees

This rule is to ensure that homeowners aren't removing valuable trees. If a tree must be removed (grown too large, it is damaging property or is diseased or dying). All tree trimming must be done by a licenses contractor. NO HATRACKING ALLOWED.

9.2.1 Maintenance requirements apply to both the front and back yards.

9.2.2 The removal or destruction of any tree, palm, and distinctive flora is a landscape change requires ACB approval before any action by the resident.

9.2.3 Trees that have been planted at the direction of the builder/developer to meet County development requirements shall not be intentionally destroyed or removed. Trees and palms which have a diameter above six inches (6") measured two feet (22) above ground level and distinctive flora shall not be intentionally destroyed or removed except with the prior approval, in writing of the ACB.

9.2.4 Before the written approval of the ACB to remove any tree described above or distinctive flora, the homeowner shall first obtain written approval from Palm Beach County.

9.2.5 Replacement of Existing Vegetation Guidelines

9.2.5.1 Replacement of plants in an existing bed is permitted except for prohibited items. i.e., Fruit trees, Fichus, Acacia, Spanish Bayonet, Coconut Palms, and Melaleucas and invasive species as deemed by the State of Florida.

9.2.5.2 A sketch of all changes must accompany the application, and no work is to commence until written approval is granted.

9.2.5.3 Any changes and maintenance are the Homeowner's responsibility to maintain.

9.2.5.4 Existing Trees

9.2.5.4.1 If the Homeowner wishes to prune his trees and shrubs, he must alert our Landscaping Company by adding a red reflector to the property.

9.2.5.5 Fruit Trees

9.2.5.5.1 Planting of any new fruit trees is banned and a prohibition on the replacement of fruit trees damaged or lost due to disease or severe weather by another fruit tree is banned. All fruit falling from existing trees must be picked up as soon as possible.

9.2.5.6 The following trees may not be planted in Newport Cove: fruit trees, Fichus, Acacia, Spanish Bayonet, Coconut Palms, and Melaleucas of any variety. Dropped fruit is the responsibility of the Homeowner to pick up so that it does not present a problem for the maintenance of the lawns.

9.2.5.7 No plantings of any type shall be installed that prevent sprinklers from covering areas.

9.2.5.8 Any plantings or their roots that block repairs to sprinklers, and underground lines (feeder line replacement, sewer lines, drainage lines), may be removed to make such repairs at the Homeowners' expense. Care should therefore be taken at the time of planting not to block road and utility easements and/or sprinkler heads.

9.2.5.9 No plantings of any kind shall be allowed to encroach on adjacent properties. Any plant materials planted in violation of these rules and /or neglected, causing problems of health or maintenance, may be removed at the homeowner's expense after proper notification. Any hedge/tree that becomes overgrown and causes problems with adjoining units shall be deemed a nuisance and removed by the HOA at the homeowner's expense after a 30-day notification to the owner.

9.2.5.10 Snowbirds not making provisions for maintenance of their shrubs and/or trees shall be billed for cleanup if their plantings become overgrown and unsightly.

9.2.6 Procedures for Landscaping Improvements

Residents should work with a general contractor to determine the scope and specifications of the job.

9.2.6.1 Residents shall obtain any county permits needed for any project.

9.2.6.2 Resident shall request ACB approval before the start of the Project and submit an ACB form, plans, copy of any permits, design specifications and any other documentation needed or requested.

9.2.6.3 Completion of Project

9.2.6.3.1 Once the job is completed, the homeowner needs to submit a signed, filled-out completion form to the ACB. Owners should retain a duplicate of the work that has been completed.

Section 10 Front yard displays

10 Front yard displays

10.1 As a reminder, per Section 5, Article 3, of the Newport Cove Declaration, no billboards or signs of any character shall be displayed or placed within or adjoining Newport Cove without the Developer's or the Architectural Control Board's prior written consent and approval of wording, the colors, and design of the sign. However, there are approved signs by statute outlined in these rules.

10.2 Flag (American, State, Military, First Responders)

10.2.1 Any homeowner may display in good condition one portable, removable United States flag or official flag of the State of Florida respectfully, and one portable, removable official flag, in a respectful manner, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag, regardless of any covenants,

restrictions, bylaws, rules, or requirements of the association. (This applies to flags hung from your house or on a flagpole) - **FL Statue 720.304**

10.3 Garden Flag

10.3.1 Each homeowner may display one garden flag in the front of the house and one garden flag in the back of the house.

10.3.2 Garden flags must be 12.S(w) X 18(h) inches or smaller.

10.3.3 Garden flags shall not be political, offensive, or discriminatory in any manner as determined by the board of directors.

10.3.4 Garden flags must be kept in good condition and not detract from the appearance of the community. Examples of garden flags include but are not limited to seasonal, welcoming, sporting, etc.

10.3.5 Garden flags cannot be placed in common areas or interfere with landscaping/irrigation/ utility services.

10.3.6 The HOA bears no responsibility for lost, damaged, or stolen flags of any kind.

10.3.7 If you have any questions about the size of the garden flag (greater than 12.5”(w) **X 1**8”(h) inches) or the content of the garden flag you wish to display, you must submit an ACB form to the board for approval at the next official meeting of the board of directors.

10.3.8 Holiday Decorations:

Residents may place decorations in their yards with the following guidelines.

10.3.8.1 All decorations shall not be political, offensive, or discriminatory in any manner as determined by the board of directors.

10.3.8.2 Maybe placed no more than 1 week before the holiday and 5 days after. Except for Christmas/Hanukkah/Halloween.

10.3.8.3 Christmas and Hanukkah decorations may be in place from November 15th to January 15th.

10.3.8.4 This includes temporary holiday lighting.

Section 11 Member Responsibilities and Obligations to the ASSOCIATION

11 Member Responsibilities and Obligations to the ASSOCIATION

11.1 It is the responsibility of each of the members of the Newport Cove Homeowners Association to abide by all the governing documents (Bylaws, Declarations, Covenants, Rules, Regulations, Policies, and Procedures), and Statutes, and stay current on their HOA maintenance fees.

11.1.1 HOA Maintenance Fees

11.1.1.1 Members shall stay current with all HOA maintenance fees.

11.1.1.2 Interest fees and late charges will be assessed on all maintenance fees that are over 15 days past due.

11.1.1.3 If a member is more than 90 days delinquent in paying any fee, fine, or other monetary obligation due to the association, the association may suspend the rights of the member, or the member's tenant, guest, or invitee, to use common areas and facilities until the fee, fine, or other monetary obligation is paid in full. This includes the deactivation of the key fobs and vehicle bar codes.

11.1.1.4 An association may suspend the voting rights of a parcel or member for the nonpayment of any fee, fine, or other monetary obligation due to the association being more than 90 days delinquent.

11.1.1.5 According to state statute any board member over 90 days in maintenance dues has abandoned their post and can be replaced by a member appointed by the remaining board. (**720.306 (9) (b))**

11.1.2 Maintenance Fee Payments

11.1.2.1 There are various methods to pay your quarterly HOA maintenance on time.

11.1.2.2 Payments are made quarterly. Quarters begin on the 1st of each respective month **(January, April, July, October).** Grace periods are given for quarterly payments up to the 15th of the same monthly payments that are due **(January, April, July, and October).**

11.1.2.3 If you are mailing your payment, it is the homeowner who will ensure it arrives on time. A late fee of $25 will be assessed to any payment arriving after the final day of the grace period. Any monies owed and/or are past due will be subject to interest as outlined in the HOA governing documents.

11.1.2.4 There are additional charges for returned check fees.

11.1.2.5 Any account that is 90 days past due is subject to additional fees as the account will be turned over to collections efforts.

11.1.3 Special Assessment payment options

11.1.3.1 In full January 1, or Quarterly by 1st of the month, or Monthly by the 1st

11.1.4 Homeowner Violation Fees and Fines

As a reminder Fees and Fines are a tool used to curb unwanted, destructive, repeated, or dangerous behavior from continuing with the development or to bring a Homeowner into compliance. After the Discrepancy Procedures have been followed and no remedy has been reached. The Board may move forward with the following options.

11.1.4.1 Imposing Fees or Fines.

11.1.4.1.1 Should the member fail to timely cure the violation, the Board may move forward with a $100 administrative fee due from extra work done by the management company.

11.1.4.1.2 Should the member fail to comply in 30 days or there is a second offense of the same violation, the Board may move forward and refer to the matter to the association attorney for resolution. All fees associated will be the responsibility of the resident to remedy.

11.1.4.1.3 Should the member fail to comply or continue violating the same offense, the Board may move forward with statutory pre-suit mediation and/or litigation against the violating member. Upon the Association prevailing in such lawsuit, the violating member shall be responsible for the attorneys' fees and costs incurred by the Association.

11.1.4.1.4 All fees and fines shall remain on the resident’s ledger until the fine is paid or settled.

11.1.5 Changes to property

11.1.5.1 Changes to the exterior of the property apart from back yards that cannot be viewed from front or adjacent property **MUST** have ACB approval before the work commences.

11.1.5.2 If residents fail to get approval, the association may choose to remove the item at owners' cost until approval is granted or impose an administrative fee of $500 dollars to process an expedited ACB application. In either case it is resolved by a board vote.

11.1.5.3 A resident who has a balance on the maintenance dues or ledger will not be allowed to process ACB application until such time their ledger is brought current.

11.1.6 Records request

11.1.6.1 Records request can be made at any time by an owner. With the following stipulations.

11.1.6.1.1 Requests can be made once every 90 days, from last request.

11.1.6.1.2 All fees for producing the request are due before the records are made available for review.

11.1.6.1.3 Any balance from a records request will be charged to the owner's leger until paid in full, with applicable yearly interest applied.