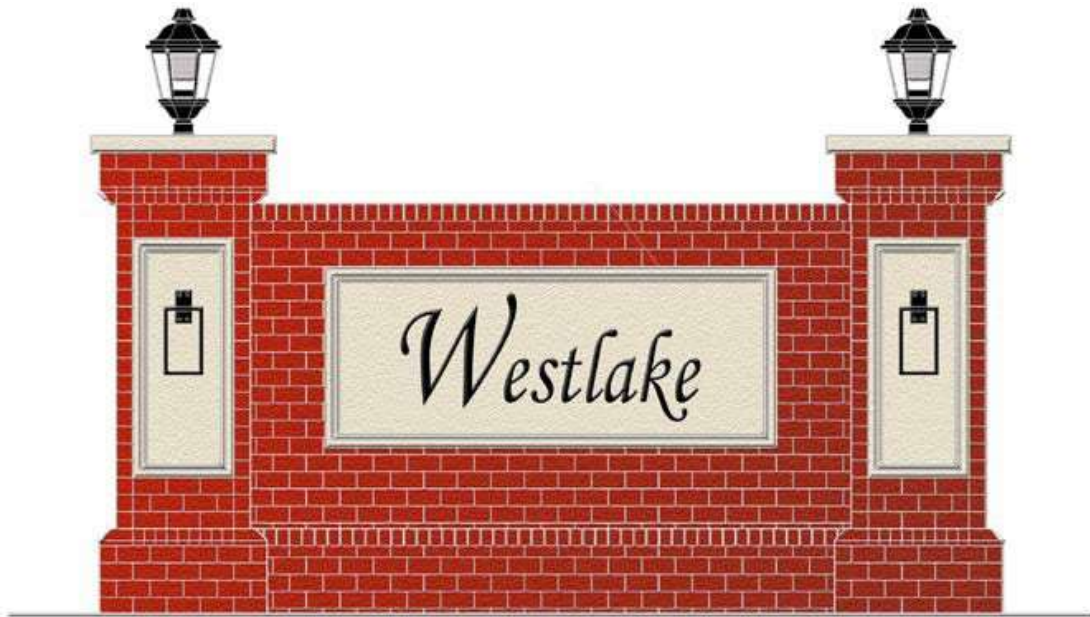


# **TOWNHOMES OF WEST LAKE COMMUNITY ASSOCIATION, INC.**



## **BOOK OF STANDARDS FOR COMMUNITY LIVING**

**APPROVED BY BOARD JANUARY 16, 2025**

**TOWNHOMES OF WEST LAKE COMMUNITY ASSOCIATION, INC.  
BOOK OF STANDARDS FOR COMMUNITY LIVING**

**TABLE OF CONTENTS**

DEFINITIONS	6
THE ASSOCIATION	
8	
Introduction	
Mission of the Townhomes of West Lake Community Association	
The Governing Documents	
The Board of Directors	
The Committees	
Meetings	
Budget and Finances	
Managing the Association	
Records Request	
Association vs. Owner Responsibility for Maintenance	
Association Responsibility	
Homeowner Responsibility	
Insurance	
ARCHITECTURAL GUIDELINES, STANDARDS & CRITERIA	14
Introduction	
Aspects and Objectives of Architectural Review	
Non-Liability for Approval of Plans	
Alteration Application	
The Review Process	
Express Approval	
Change or Modifications Made Without Approval	
Reconstruction	
Sale of Property	
Administrative Fees and Compensation	
Appeals Process	
SITE IMPROVEMENT STANDARDS	23
Additions	
Air Conditioners	
Antennae	
Architectural Character	
Awnings	
Barbecues/Smokers/Grills/Fire Pits	
Canopies	
Clotheslines	
Dog Homes, Kennels and Runs, Invisible Fences	

Doors  
Driveways and Entrances to Garage  
Elevations (Change in Facade), including reconstruction  
Elevations (Change in Grade)  
Encroachment and Plantings on Common Grounds  
Exterior Painting  
Fences  
Flags: Federal, State, Military  
Front Entryway  
Garage  
Garbage and Trash: Screening of Containers and HVAC Equipment  
Garden Hoses  
Gas Tanks: Propane and/or Natural  
Generators  
Gutters  
Holiday Decorations  
House Numbers  
Irrigation  
Landscaping  
Lanais (See Patios and Screened Enclosures)  
Lawn Furnishings  
Lighting  
Ornaments  
Outbuildings, Sheds and Storage Containers  
Patio/Lanais  
Play Structures, Recreational Equipment and Toys  
Rain Barrels  
Reflectors  
Roofed Lanais  
Roofs  
Satellite Dishes  
Screen and Storm Doors  
Screen Enclosures  
Security and Surveillance Systems  
Signs  
Skylights  
Solar Panels  
Storm/Hurricane Shutters  
Swimming Pools, Spas and Jacuzzis  
Water Softeners  
Windows: Replacement, Tinting and Treatments

## POLICY AND PROCEDURES

Introduction to Policy Adoption  
Operational Policies and Procedures  
Community Standards

41

ASSESSMENT COLLECTION POLICY	43
Due Dates	
Late Charges Imposed on Delinquent Assessments or Installments	
Interest Imposed on Delinquent Assessments or Installments	
Collection Costs	
Return Check Charges	
Collection from Tenants	
Attorneys' Fees on Delinquent Accounts	
Application of Payments Made to the Association	
Member in Good Standing Status	
Acceleration of Assessments	
Collection Letters	
Liens	
Referral of Delinquent Accounts to Attorneys	
Waiver of Provision – Personal Hardship	
COVENANTS' ENFORCEMENT GUIDELINES	46
Background	
Definitions	
Process	
DRONES	48
E-MAIL POLICY	48
EXTERIOR MAINTENANCE	49
FIRES, FIREARMS, FIREWORKS, ETC.	51
GARAGE SALES	51
GATED ACCESS	52
INSPECTION AND COPYING OF ASSOCIATION RECORDS	52
LEASING OF HOMES	57
MEMBER CODE OF CONDUCT	58
MEMBER PARTICIPATION AND CONDUCT AT ASSOCIATION MEETINGS	59
MEMBERS IN GOOD STANDING	61
PETS	61

PORTABLE STORAGE/MOVING CONTAINERS	63
RECORDING OF MEETINGS BY MEMBERS	64
SECURITY CAMERA POLICY	65
VEHICLES: MAINTENANCE, PARKING, STREET USAGE & TOWING	65
Vehicles	
Maintenance	
Registration	
Parking	
Street Usage	
Towing	
VOLUNTEER STANDARD OF CONDUCT AND RESPONSIBILITIES	69
Conflicts of Interest	
Disclosure of Interest	
Fair and Equal Treatment	
Code of Conduct	
RECREATIONAL FACILITIES RULES AND REGULATIONS	
71	
Introduction	
Conduct Code	
Use of Recreational Facilities	
Swimming Pool Facility (pool, deck, cabana)	
Violation of Rules and Regulations	
EMERGENCY PREPAREDNESS PLAN	76
Objectives	
Introduction	
EMERGENCY RESPONSE TEAM AND EMERGENCY PROCEDURES MANUAL	76
Crime	
Fire and Bomb	
Floods	
Hazardous Material Leaks and Spills	
Hurricanes and Tropical Storms	
Power Failures of Extended Length	
Tornadoes and other Storm Events	
COMMITTEE CHARTERS	83

Architectural Control Committee Charter Resolution  
Community Spirit Committee Charter Resolution  
Covenants Enforcement Committee Charter  
Grounds Committee Charter Resolution

ATTACHMENT

Repeatable Violations

97

**TOWNHOMES OF WEST LAKE  
COMMUNITY ASSOCIATION, INC.**

**BOOK OF STANDARDS FOR COMMUNITY LIVING**

**DEFINITIONS**

**Association.** Townhomes of West Lake Community Association, Inc., a not-for-profit corporation created under Florida Statute. Referred to in this document as West Lake.

**Board.** The Board of Directors of the Townhomes of West Lake Community Association, Inc.

**Declarant.** The Declarant creates the community documents thus “declaring” that the community is being developed with specific covenants and restrictions that will be placed upon all of the lots within the development. The term Declarant is often used interchangeably with the term Developer; however, the Developer and the Declarant are not always the same entity.

**Developer.** The Developer constructed, improved and installed certain infrastructure and related improvements in West Lake.

**Governing Documents.** Collectively the Community Declaration for Townhomes of West Lake (a.k.a. Declaration or CCR’s), The Articles of Incorporation of Townhomes of West Lake Community Association (a.k.a. Articles), the By-laws of the Townhomes of West Lake Community Association (a.k.a. By-laws) and any Supplements or Amendments thereto as recorded in the official public records of Hillsborough County, Florida, the Book of Standards for Community Living and any guidelines, standards, rules and regulations as may be adopted by the Board of Directors from time to time.

**Home.** A residential townhome and its accessories.

**Homesite.** Any lot that has a dwelling constructed upon it.

**Landscape Bed.** Bed around the perimeter of the house and/or an island within the lawn. The beds typically contain shrubs, trees, and flowers.

**Lot.** The term of “lot” applies to property with or without a dwelling.

**Management.** Members of the Board of Directors and representatives of a management company contracted by the Board for management services.

**Member.** Any owner of a home within the community of West Lake.

**Owner.** A person or persons who have legal title to a lot within West Lake. This term can be used inter-changeably with the term Member.

**Recreational Facilities.** Includes the swimming pool, cabana, activity room and parks.

**SWFWMD.** Southwest Florida Water Management District commonly referred to as “Swiftmud”.

**Unit** used interchangeable with the term Home; refers to one residential home within a building of four to six townhomes.

**Word “may”.** Typically used in the phrase “may be” and means optional.

**Word “shall”.** Typically used in the phrase “shall be” and means mandatory.

**Word “should”.** Typically used in the phrase “should be” and means recommended.



**TOWNHOMES OF WEST LAKE  
COMMUNITY ASSOCIATION, INC.**

**BOOK OF STANDARDS FOR COMMUNITY LIVING**

**THE ASSOCIATION**

**Introduction**

The community of West Lake is a townhome community that will be comprised of 220 Homes. The Developer subjected West Lake to the covenants, conditions and restrictions contained in the Declaration and other documents.

In order to preserve, protect and enhance the property values of those who purchase homes within the community of West Lake, the Townhomes of West Lake Community Association (Association) was created. All Owners of property within the West Lake community are Members of the Association. This Membership includes certain mandatory obligations, financial responsibilities and a commitment to abide by the deed (use) restrictions and rules of the Association.

The purpose of this Book of Standards is to provide an explanation of the Association's Governing Documents and to give the Members an overview of how the Association functions in an easily understood format. This book will review the rights and obligations of Members and leaders of the Association and present a compilation of the Association's adopted community standards, policies, rules and regulations.

**Mission of the Townhomes of West Lake Community Association**

- To maintain, protect and enhance the value of the homes and common property within West Lake.
- To foster a sense of community among the Members.
- To pursue excellence in all that the Association does.
- To build a community that is based upon principles, values and respect for one another.
- To record and manage this vision through a system of governance that respects this perspective.

**The Governing Documents**

Anyone who purchases a home in West Lake should obtain a copy of the Community Declaration for Townhomes of West Lake (herein referred to as "Declaration" or "CCR's"), The Articles of Incorporation ("Articles"), The By-laws ("By-laws") and all amendments that may have been made to each of these documents. All of these documents have been recorded in the public records of Hillsborough County. If you did not receive these documents, notify your title company and request that they provide them to you as required by Florida Statute. Copies may be obtained from the management company;

however, you may be charged a copy fee for the document package. Documents may also be viewed and/or downloaded from the Hillsborough County Clerk of Court web site. Following is an overview and hierarchy of the governing documents specific to the Townhomes of West Lake Community Association:

#### Florida Statutes, Chapter 720

This Chapter regulates Homeowners Associations like West Lake and takes precedence over the West Lake documents listed below. Anytime that there is a discrepancy between this statute and the West Lake documents, the statute will prevail.

#### Community Declaration for Townhomes of West Lake (the “CCR’s”)

The CCR’s are recorded in the public records of Hillsborough County. They establish a contract between the Association and the property owners and create obligations which are binding upon the Association and all present and future owners of property within West Lake. The CCR’s contain the plan of development, the method of operation and the rights and responsibilities of the Association and the Owners of property within the Association.

#### Articles of Incorporation

Filed with the Florida Secretary of State and as an exhibit to the CCR’s, the Articles establish the Association, as a not-for-profit corporation under Florida law.

#### By-Laws

Details how the Association’s internal affairs will be conducted. Included in this document are the requirements for noticing and conducting meetings, voting rights of Members, elections procedures, and job descriptions for officers and committees. This is recorded as an exhibit to the CCR’s.

#### Amendments or Supplements

These are recorded at some point after the CCR’s are recorded and may add land or impose additional obligations or restrictions on the property. Amendments may be made to the CCR’s, Articles and By-laws by the Developer until such time as the Association is transitioned to homeowner control or they may later be amended by a vote of the Membership as outlined in the CCR’s, Articles and By-laws

#### Community Standards

The West Lake CCR’s require that standards and guidelines for improvements and modifications to the exterior of a home (including structures and landscaping) be developed. The Architectural Guidelines were created jointly by the Board of Directors and the Architectural Control Committee (“ACC”). These can be amended by the Board of Directors at the recommendation of the ACC.

#### Rules and Regulations

These are adopted by the Board of Directors to govern the use of property, activities and conduct. An example is Parking Rules.

#### Board Resolutions

Resolutions are adopted by the Board of Directors to establish rules, policies, and procedures for internal governance and Association activities, and to regulate operation and use of Common Property.

### **The Board of Directors**

The governing authority for the Association is the Board of Directors (“Board”). The Board is established according to Section 4 of the By-Laws.

The Board of Directors is responsible for the administration of the Association. They have the authority to make and amend rules, adopt policy, adopt budgets, assess and collect assessments, hire and fire personnel, appoint committees, purchase insurance and enter into contracts on behalf of the Association. The Board is also responsible for enforcing the CCR’s and all rules and policies of the Association. Board Members must act within the scope of their authority and perform their duties with care and diligence when acting for the community. The Board may delegate some duties to the community manager, an employee or a committee but ultimately the Board is responsible for all decision making. Refer to Section 6 of the By-Laws for additional information on the Powers and Duties of the Board.

### **The Committees [See By-Laws Section 9]**

The Board of Directors has the authority to create committees as it deems appropriate and to assign each committee with a specific task. Committees work in an advisory capacity to the Board. They do not have the authority to commit the Board to an expense or required action. Committee members are appointed by and serve at the pleasure of the Board. Committee members may be removed from their duties for failure to perform within the scope of the committee’s boundaries or for failure to maintain Member in Good Standing status. Current committees are the Architectural Control Committee (ACC), which consists of Board members, the Covenants Enforcement Committee (CEC), Community Spirit Committee, and the Grounds Committee.

### **Meetings**

The Annual Membership meeting is held each year. It is important that all Owners complete and mail in their proxy to the management company in order to be counted toward the quorum requirement. A proxy is a written instrument that allows you to be counted in attendance for the meeting and appoints another person to cast your vote on any voting matter presented to the Membership. Any Owner who sends in a proxy and then attends the meeting can request his proxy be returned thereby casting his own votes on all business matters. At a General Membership meeting, Members can make motions and cast votes on all business matters listed on the agenda. See By-Laws Section 3.

Board of Directors meetings are conducted as needed. A majority of the Board Members must be present to constitute a quorum and to conduct business. Directors may attend meetings via telephone, real-time videoconferencing or similar real-time electronic or

video communication. All Board meetings are open to the general Membership to attend; however, Members may not attend Board meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication. See By-Laws Section 5.

Notice of all Board meetings must be given to Members forty-eight (48) hours in advance of the meeting. Any meeting at which the Board will adopt the budget, approve assessments or adopt rules regarding parcel (Lot) use requires a fourteen (14) day notification. All Board meetings are open to the general Membership to attend; however, motions and votes are made by the Board Members only. Members may speak to any agenda item during an open discussion period at the beginning of the meeting. If a Member has a business item that they would like to be addressed by the Board, they may contact the management company to request that the item be placed on the agenda. Back up information about the requested agenda item should be made available to the Board Members prior to the meeting and the Member requesting the agenda item should be prepared to address the Board at the meeting.

Committee meetings may be held monthly or on an as needed basis. Members are encouraged to volunteer to serve on committees and are welcome to attend meetings.

### **Budget and Finances**

The Board of Directors is responsible for creating and adopting the annual budget for the Association.

The Board is responsible for the collection of each Owner's assessments according to the collection policy defined in the governing documents.

### **Managing the Association**

As noted above, the Board is responsible for all decision making for the Association but can delegate some duties to others. A Community Management company has been contracted by the Board to assist in implementing the decisions made by the Board. The manager reports to the President of the Board. The Management Company is responsible for overseeing the day to day business of the Association and for implementing the decisions made by the Board. The Management Company will work to assist all residents of West Lake with their Association related questions and business; however, the Management Company takes direction only from the President of the Board.

### **Association vs. Owner Responsibility for Maintenance**

The Townhomes of West Lake Community Association was formed under Chapter 720, Florida Statutes, as a homeowner's association. Each Owner of a town home has purchased that Home "fee simple", meaning that they own the building and the ground within the boundaries of the Lot – just as if it were a single family "unattached" home. Since townhomes are attached to other units, they share the roof and at least one common wall with another unit. Because of this building arrangement, special

maintenance issues that are shared by more than one Owner exist. In order to maintain uniformity in the maintenance of the building and landscaping, the CCR's address specific maintenance issues and assign responsibility. Below is a synopsis of the responsibilities assigned to the West Lake Townhome Association and those maintenance items that are not assigned to the Association but are the responsibility of the individual homeowner. This is a synopsis only and is not represented to be a complete itemization of responsibilities. Homeowners are urged to read the CCR's for a complete understanding of the assignment of responsibilities. See Declaration Sections 10 and 11 for additional information.

### **Association Responsibility [See Declaration Section 9]**

- Maintain/repair/replace all common areas and improvements
- Maintain/repair/replace all paved common areas and common area sidewalks
- Water line from the water main to the building valve near the common area sidewalk
- Maintain/repair/replace roofs of buildings (except in case of owner negligence or casualty event or matters typically covered by insurance under Section 9.11 of Declaration)
- Paint all buildings (with exception of areas within a screened enclosure)
- Repair cracks in stucco
- Power cleaning of outside walls of buildings, sidewalks and gutters on an as needed basis (with exception of areas within a screened enclosure)
- Perimeter fences, columns, access gates
- Landscape maintenance to include mowing, edging, trimming, pruning, fertilizing, etc. of all common areas and on individual lots, (with exception of Owner enhancements to landscape beds)
- Landscape replacement of sod, plants, trees, etc. in all common areas and on individual Lots (with exception of Owner enhancements to landscape beds or trees planted by Owner).
- Irrigation system on common areas and individual Lots
- Termite and Pest Control Program
- Surface water management system, unless it is compromised by an Owner
- Retaining walls (Note: Retaining walls are constructed to hold earth in place and to prevent the erosion of an embankment.)
- Sidewalks in the right-of-way – (except in case of Owner negligence)
- Insurance on common property

### **Homeowner Responsibility [See Declaration Section 10]**

- Divider fences between Units
- Modified Landscaping within Lot, that has been modified by an owner
- Replace or remove any dead tree on the Lot that was planted by owner
- Garage doors
- Exterior lights and electrical fixtures
- Drainage system on Lot if compromised by the Owner
- Windows, screens, doors and sliding glass doors

- Gutters
- Screen enclosures
- Cleaning and painting of the area within a screen enclosure
- Ensuring the exterior of home is caulked and secure from water intrusion (inclusive of windows, doors, etc.)
- Painting of exterior area and/or elevation where repairs or ACC approved changes are made.
- Patio
- Party walls as described in the CCR's
- Air conditioner equipment
- Sidewalks (often called lead walks because they lead to the house) on the Lot that are not within the street right-of-way.
- Driveway cleaning, maintenance, repair and replacement
- Installation, removal and storage of hurricane panels
- Insurance on dwelling and property (current Certificate of Insurance MUST always be on file with the Association)
- Any changes that have been made to the exterior by the Owner. Owner MUST have ACC approval for ALL exterior modifications (includes addition of plants to planter beds) to Home and Lot

**Insurance** [See Declaration Section 13]

The Association is responsible for insuring the common areas only. Each Owner must purchase Homeowner's Insurance in an amount to cover the cost of reconstruction of the Home in case of damage to the Home. On an annual basis or upon request by the Association, the Owner will provide a Certificate of Insurance to the Association's managing agent. Failure to provide a Certificate of Insurance within thirty (30) days of request by the Association will be considered a non-compliance matter and Owner may be fined per the Covenant's Enforcement Policy (see Policy section of this document).

## **ARCHITECTURAL GUIDELINES, STANDARDS & CRITERIA**

West Lake was developed with the intent that Homes harmonize with each other and present a pleasing and consistent style. The concept of a town home community is to have exterior uniformity in buildings and landscaping. The following guidelines and standards have been designed to provide homeowners an opportunity to create an individual character for their home without changing the conceptual design of the community.

These Architectural Guidelines are supplemental Guidelines for the recorded Declaration for West Lake. Additional requirements may be contained in the recorded documents. Applicants are encouraged to review the Covenants in addition to these Guidelines prior to submitting an Alteration Application.

### **Introduction** [See Declaration Section 18]

The intent of the contents of this guide, as well as the existence of the Architectural Control Committee (ACC), is to provide the guidelines and design standards required for maintaining an aesthetically pleasing community. Adhering to these guidelines is beneficial for all involved in that they are meant to protect the investment of the homeowners, as well as portray a quality community of well-planned homes constructed with long lasting materials maintaining high construction standards.

In conjunction with the recorded Documents for Townhomes of West Lake Community Association, These guidelines and design standards are binding on all parties having interest in any portion of West Lake, and each homeowner is required to comply with the requirements as set forth. Any failure to comply with these requirements will be subject to remedies provided for in the recorded documents.

The architectural review process has been established to maintain the integrity of the architectural and design character of West Lake. To this end, the Architectural Control Committee (ACC) will review all proposed additions, improvements or alterations on homes for conformity with the Architectural Guidelines. Section 19 of the Declaration sets forth provisions with respect to the review process.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Guidelines, the government standards shall prevail. To the extent that any government ordinance, building code or regulation is less restrictive than these Guidelines and any standards contained herein, or the Declaration, these Architectural Guidelines and the Declaration shall prevail.

Terms such as “good taste” and “sound design” are difficult to define and even more difficult to legislate. It is the intent of these Guidelines to encourage “good design” by showing examples of the desired result. Elements such as deed restrictions, appropriate attention to scale and/or proportion to the community should be considered with all requests.

Nothing contained in these Guidelines shall obligate any agency, governmental or otherwise, to approve plans submitted, nor shall the approval of the ACC be construed as meeting either the requirements of Hillsborough County or any governmental agency required for approval.

The ACC has the right to modify, revise, add, delete or make any changes to this manual by joint resolution with the Board of Directors.

### **Aspects and Objectives of Architectural Review**

The Architectural Control Committee evaluates all properly completed Alteration applications. Decisions made by the ACC are not based on subjective elements, but on the following criteria:

Relation to the Natural Environment: To prevent the unnecessary removal, destruction or blighting of the natural landscape or of the existing man-made environment. See Declaration Section 22 regarding removal of exotic or nuisance vegetation.

Conformance with Declaration and Architectural Guidelines: All applications are reviewed to confirm the project is in conformance with the Declaration and approved Site Standards.

Design Compatibility: Compatibility is defined as similarity in architectural style, quality of workmanship, and use of similar materials, colors and construction details.

Location and Impact on Neighborhood: The proposed alteration shall relate favorably to the landscape, the existing structure, the surrounding homes and the neighborhood as a whole.

Materials: Continuity is established by the use of the same materials and color palette as was used in the original construction.

Workmanship: The quality of work shall be equal to or better than the surrounding area.

Validity of Concept: The basic concept shall be sound and appropriate to its surroundings.

### **Non-Liability for Approval of Plans**

The Declaration (CCR's) Section 18.17 contains a disclaimer which relieves the Declarant, the Community Association and the Architectural Control Committee of liability or responsibility for the approval of plans and the specifications contained in any request by an Owner. Prior to submitting plans or information for review you should read and understand this disclaimer. Certain additions, alterations and renovations may void any existing warranties.

### **Alteration Application**

#### General Information

1. A homeowner wishing to make an exterior change or modification to their dwelling, or lot shall apply for and receive written approval for such change or modification prior to start of the project.
2. Application is made by completing the Alteration Application Form.



3. A separate Alteration Application shall be submitted for each exterior change or modification.
4. Applications are available from the management company and can be found on the website
5. The completed request, together with all applicable information, is submitted to the management company.
6. An Alteration Application is not considered complete until accompanied by all of the information necessary for the ACC to make an informed decision.
7. See Declaration Section 18.7 for additional information on the application process.

#### Supporting Documents/Materials

1. Requests for any exterior modification of the home, must include:
  - a. Copy of the stamped lot survey clearly depicting the location, size and measurements of the proposed change and the measurements to the lot boundary lines;
  - b. Contractor drawings;
  - c. List of materials being used; and
  - d. Sample of materials being used if applicable.
2. Requests for exterior dwelling surfaces including painting, installation of pavers or tiles on screened enclosures, etc.:
  - a. Copy of the stamped lot survey with a sketch of area(s) to be covered; and
  - b. Sample of proposed material – paver, tile, paint chip.
3. Requests for landscaping:
  - a. Copy of the stamped lot survey with a sketch or drawing showing location of landscaping project; and
  - b. List of names or types of planting(s) together with approximate location of each, show existing major landscaping and indicate measurements from property lines when landscape beds, etc.

#### **The Review Process**

## General Information

1. The design and construction review process is a 4-step procedure: Initial Review, Submission of Plans, Construction Commencement and Inspection.
2. Thorough and timely submission of information as well as adherence to the Guidelines set forth in the process will prevent delays and minimize frustration of all parties involved.
3. Questions concerning interpretation of any matter set forth in the Guidelines should be directed to the ACC.

## Step 1 - Initial Review

1. It is required that a homeowner submit to the ACC an Alteration Application for the modification that is being requested, along with a set of plans if applicable.
2. Any and all Alteration Applications and submission of supporting documentation should be made by certified mail, return receipt requested. Facsimile or electronic submission with verification of transmittal will also be acceptable.
3. The information required for the review is as follows:
  - a. Alteration Application with a detailed description of the planned modification.
  - b. Copy of final survey showing the surveyors stamp and the approximate location and dimensions of all improvements, including driveway.
  - c. Floor plans, if applicable.
  - d. Exterior elevations (all sides), if applicable.
  - e. Conceptual landscape plan if modification involves changes to the current landscape.
  - f. Any other information, data, photos and drawings as may be reasonably requested by the ACC.
4. The ACC shall review the information and indicate its approval, disapproval, or recommendations for change to the plan.
5. The ACC will review the accompanying documents within 45 days and return one set of plans to the Owner accompanied by a letter indicating the ACC's decision which shall be rendered in one (1) of the following three (3) forms:
  - a. "Approved" - The Owner may proceed with the work to be performed.

- b. “Not Approved” – The entire document submitted is not approved and no work may commence.
  - c. “Approved with Conditions” – The document submitted is partially approved. The Owner may proceed with the work to be performed as modified, but must comply with any and all notations on the submittal, including the existing Architectural Guidelines.
6. Any Alteration Application not approved within 45 days shall be deemed to be disapproved.
  7. No construction or structural improvement, no alteration or addition to any existing structure or site improvement shall be made on any property until the plans and specifications showing the proposed design, nature, type, shape, size, color, materials and location of same shall have been submitted to and shall have received final approval by the ACC.
  8. It is the ACC’s goal to approve all requests in an expedient fashion.
  9. For the purpose of a rapid response it is required that each form is limited to one request. The more detail provided with the submittal, the quicker a response may be expected.
  10. In the case of an incomplete application or the request by the ACC for more information, the applicant will have 15 days to comply with the request. Failure to comply within the 15 days will result in the need for a new application to be submitted.

## Step 2 - Submission of Plans to the Building Department

1. Following the approval of Step 1, the Owner may submit their plans to the Building Department or the required agencies that have jurisdiction for the required permits that may be needed for the modification project. Changes required by the said agencies must be re-approved by the ACC.
2. Hillsborough County Permits
  - a. Hillsborough County requires permits for many types of work done, both inside and outside your house. For further information, contact Hillsborough County at (813) 272 - 5600.
  - b. Approval for installation by the ACC of any project does not negate the homeowner’s responsibility to comply with all terms and conditions of any municipal permit, or existing codes required for the project, which the owner is responsible for obtaining.

### Step 3 - Construction Commencement

1. Upon completion of Step 2, a copy of the building permit must be submitted to the ACC prior to the Owner beginning construction.
2. If the requested change does not require a building permit, all materials utilized in the improvement must be approved by the ACC before commencement.
3. Any modification to the original application for any reason must also be re-approved.
4. Property owner and his/her contractor are responsible for obtaining and complying with all building permits, building codes and setbacks.
5. Access to Common Areas:
  - a. All exterior changes and modifications shall be completed in a manner so that they do not materially damage the common areas of the Association or individual Homesites. Nor shall they in any way impair the integrity of the improvements on the property subject to maintenance by the Association.
  - b. No homeowner shall permit their contractor to access or otherwise cross the common areas, or another person's Homesite without receiving written permission in advance from the Board, an officer or the Community Manager. In the case of accessing another person's Homesite, written permission shall be obtained from the Owner.
  - c. Any contractor or installer, other than the record Titleholder of the Lot shall provide the Association with an insurance certificate listing the Association as a named insured prior to commencing work. Insurance shall meet the following minimum limits:
    - i. Contractor's General Liability including completed operations: statutory minimum amount.
    - ii. Worker's Compensation: statutory minimum amount.
    - iii. In the absence of statutory minimum amounts, these amounts may be established by the Board.
  - d. Homeowners are responsible for any damages to the common areas and other Association property. Homeowner is responsible for restoring, re-grading, repairing and replacing any damaged grass or plants on this or any adjoining Homesites, caused by this construction.

- e. Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, construction trash etc. shall be removed from the lot and hauled to the proper waste sites within seven (7) days of the completion of the project.
- f. All homeowners shall be held responsible for the acts of their employees, subcontractors and any other persons or parties involved in construction or alteration of the Homesite. The responsibilities include but are not limited to the following:
  - i. Ensuring that the construction site, community properties and roadways are kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.
  - ii. Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of other personnel on the site.
  - iii. Any contractor or installer, other than the record titleholder of the Lot, shall provide the Association with an insurance certificate listing the Association as a name insured prior to commencing work. Insurance shall meet the following minimum limits: Contractor's General Liability (including completed operations): statutory minimum amount. Worker's Compensation: statutory minimum amount. In the absence of statutory minimum amounts, these amounts may be established by the Board.

#### Step 4 - Final Inspection

1. The ACC shall have the right to enter upon and inspect any property at any time before, during, or after the completion of work for which approval has been granted.
2. Upon completion of the improvement the Owner shall give notice to the ACC. At this time it will be reviewed for compliance with these Guidelines and the approved Alteration Application.
3. Owner shall make certain any damage to streets, curbs, drainage inlets, sidewalks, street signs, walls, community signage, landscaping, irrigation, etc. is repaired or the damage will be repaired by the Association and such costs will be charged to the Owner.
4. Application approvals are valid for a period of six (6) months and a new Alteration Application must be submitted after that time has elapsed if the approved project has not commenced.

#### **Express Approval**

The following items may be approved outside of the Committee meeting unless the Owner receives a notice of disapproval within ten (10) days after submitting the Alteration Application with all applicable documentation:

1. Re-surface existing driveways and sidewalks in the identical color/material previously approved by the ACC.
2. Replace existing screening with identical screening materials previously approved by the ACC.
3. Replace existing exterior doors and garage doors with identical style exterior doors previously approved by the ACC.

All references in the paragraph to “identical” shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (*i.e.*, the identical style, texture, size, color, type, etc.).

**Change or Modifications Made Without Approval** [See Declaration Sections 18.13 and 19.2]

Owners making changes in advance of receiving approval from the ACC will receive a letter from the Community Manager. Owner will have fifteen (15) days from receipt of the letter to submit a completed Alteration Application or remove the change. The Alteration Application is not considered complete unless it is accompanied by the applicable processing fees, materials list, final survey and all those required supporting documents referenced earlier in this section.

Failure to comply with this request could result in monetary fines and legal action. All costs associated with gaining compliance shall be charged to the Owner’s account.

**Reconstruction** [See Declaration Section 13.2.2]

In the event that a residential structure or any part thereof is destroyed by casualty or natural disaster, the Owner must notify the ACC and commence reconstruction within 30 days of receipt of insurance proceeds. The ACC will make every effort to accommodate the Owner in the application process in order to repair or rebuild in a timely manner.

## **Sale of Property**

Owners who offer their house for sale shall first advise the Community Manager and bring their house and property into full compliance with all provisions and requirements of the latest edition and revisions of these Guidelines. The Community Manager will issue a certificate of compliance. Non-compliance with this provision must be disclosed on the estoppel letter, which could result in a lower sales price or delay of closing.

## **Appeals Process** [See Declaration Sections 18.7.5 and 18.7.6]

In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than forty-five (45) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than forty-five (45) days after such meeting. In the event the ACC fails to provide such written decision within said forty-five (45) days, the plans and specifications shall be deemed disapproved.

Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within forty-five (45) days of the ACC's written review and disapproval. Review by the Board shall take place no later than forty-five (45) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within forty-five (45) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

## **SITE IMPROVEMENT STANDARDS**

### **Additions**

1. Additions to the footprint of a building will not be permitted.

### **Air Conditioners** [See Declaration Section 11.43]

1. Air conditioners shall not be mounted through a window, door or hung on a wall.

2. Replacement exterior air conditioner components shall be installed in the original equipment's location and sized appropriately for a residential purpose.

**Antennae** [See Declaration Section 11.29]

1. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas or antenna towers are subject to the approval of the ACC. Installation shall be in accordance with the 1996 and 1998 amendments to the Federal Telecommunications Act.
2. The ACC requires that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes.
3. All satellite dishes must be no more than thirty-six inches (36") in diameter.
4. Placement of the dish shall be as inconspicuous as possible and preferably not visible from the street.
5. All antennae and satellite dishes should be either ground mounted or mounted on the rear wall or sidewall of the house, below the roof line and no lower than 8 feet from the ground.
6. Satellite dishes that are ground mounted shall be installed at no greater distance than four (4) feet from the house and preferably in a screened area. If not located in a screened area, the mounting post shall be camouflaged with landscaping materials to lessen the visual impact of the dish.
7. It is respectfully requested that satellite dishes NOT be placed on top of roofs or the front of the home or Lot. Should you feel that your roof is the ONLY location that will give you proper reception, please contact the management company immediately and provide a copy of the proposed location and letter from installer stating why this is the necessary location for installation. Owners are discouraged from mounting satellite dishes on top of roofs since this is a maintenance responsibility of the Association. NOTE: Installation of a satellite dish on the roof may void builder's warranties and limit the Association's responsibilities for maintenance and repair. Owners may also be held responsible for any damages sustained by other Owners within in the building as a result of the installation.
8. Wires must be securely attached to the dwelling and painted to match where attached. Any masts, brackets or hardware used to match the dish must be painted to match the surface it is mounted on.



9. Owners shall not permit their antennae and satellite dishes to fall into disrepair or to become a safety hazard, and shall be responsible for their maintenance, repair and replacement, and the correction of any safety hazard.
10. If antennae or satellite dishes become detached, Owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the antennae or satellite dish at the expense of the owner, without prior notice.
11. Any damage caused to a Home by the installation of such equipment by an adjacent Owner shall be repaired at the sole cost of the Owner installing such equipment.

### **Architectural Character**

1. The architectural design of any and all alterations and renovations to the exterior of any existing house shall strictly conform to the design of the original house in style, detailing, materials and color.
2. All materials used in maintenance, repair and alterations shall match those used by the Declarant or Builder as to color, composition, type, and method of attachment. The ACC may allow substitute materials if they deem these materials to be compatible with the theme of the community.
3. No alterations or renovations shall be permitted if it is determined to have a material adverse impact on neighboring properties and/or the community.
4. When any alterations or renovations are performed to an existing house, the established lot drainage shall not be altered. Any Owner or occupant who changes the existing grading or drainage shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes.

### **Awnings**

1. No awnings (metal, fabric, wood, plastic or other materials) shall be permitted.

### **Barbecues/Smokers/Grills/Fire Pits**

1. Barbecue grills and smokers may be located or permitted upon the patio of a house. They may not be kept on a grassy area.
2. Built-in barbecue units, fire pits and outdoor kitchens are prohibited.

## **Canopies**

1. The installation of a canopy (fabric gazebo) will be allowed for parties only. It may be erected the day before the party and must be removed within twenty-four (24) hours after the party. An application must be submitted to the ACC prior to installation and the following criteria must be complied with:
  - a. Canopies may be installed only in the rear yard of a house or on the patio.
  - b. All safety installation instructions by the manufacturer of the product must be followed.
  - c. Dimensions may not exceed 10' x 10' x 10' (at peak height).
  - d. Canopy must be a solid neutral color such as white or tan. No bright colors or obvious stripes and patterns will be approved.
  - e. No other type of tent or canopy cover will be approved.

## **Clotheslines** [See Declaration Section 11.20]

1. Clotheslines may not be visible from a street.

## **Dog Homes, Kennels and Runs, Invisible Fences**

1. Outside dog homes, kennels, runs and invisible fences will not be permitted.

## **Doors**

1. Doors may be replaced with doors that are the same in style and composition as the original doors. Requests for replacement doors shall be submitted including pictures. Glass and leaded glass doors will not be approved.

## **Driveways and Entrances to Garage**

1. All driveways and entrances to garages shall be concrete and of uniform quality.
2. No driveway extension shall be permitted.
3. A clear matte sealer may be used on concrete driveways; however, painting, stamped designs, pavers and tiles on walkway and driveway surfaces are not permitted.

## **Elevations (Change in Facade), including reconstruction**

1. Changes in the outside appearance of the façade will not be permitted.

2. All reconstruction including decorative design features and roofs shall be of the same or substantially similar material, colors, etc. as the original construction of the house.

### **Elevations (Change in Grade)**

1. No owner shall excavate or extract earth (dirt) from a Lot for any business or commercial purpose.
2. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots.

### **Encroachment and Plantings on Common Grounds**

1. No extension of the landscaping of Homesites will be permitted on to Association or applicable drainage District common grounds, including pond banks.
2. Residents shall not put trees, bushes, plantings, bird baths, lawn ornaments, planters, bird feeders, flower pots, picnic tables, furniture, fences, walks, hedge enclosures and other types of groupings on Association property.

### **Exterior Painting**

1. Owners are permitted to touch up paint on the exterior of the home when necessitated by repairs. Paint colors are to be the same or substantially similar to the color originally painted. Painting of the whole surface of the area being touched up may be required if colors of original paint has faded substantially.
2. The Association is responsible for painting the exterior of all buildings; however, should an Owner desire to paint their unit prior to the scheduled painting of their building, the following guidelines shall apply:
  - a. All costs for work and materials shall be that of the Owner;
  - b. Paint colors are to be the same or substantially similar to the color originally painted; and
  - c. Painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.).
3. The ACC shall have final approval of all exterior color plans for Townhomes of West Lake.

### **Fences [See Declaration Section 11.14]**

1. One tan PVC fence panel must be installed between interior units. The design to be used is referred to as “Hollingsworth”. The height will not exceed six feet (6’) and the length shall not exceed eight feet (8’).
2. The rear yard of a unit may not be enclosed with a fence.



**Flags: Federal, State, Military** [See Declaration Section 11.31]

1. In accordance with Florida Statutes 720.304, any homeowner may display one portable, removable official flag not larger than 4 ½ feet by 6 feet, United States flag or one official flag of the State of Florida in a respectful manner, and one portable removable official flag not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard or a POW-MIA flag.
2. Flagpoles may be mounted to the house directly to the left or right of the front door or on the garage centered in the middle of the garage above the garage doors. Flagpoles attached to the house may not exceed 5 feet in length and may not obstruct pedestrian traffic.
3. When mounted on the house, flags must be flown on a pole in an outward fashion from the house. The American flag, state of Florida flag, Military Service or MIA flags which are no larger than 4½ feet by 6 feet, attached to the house in the above locations shall be permitted without ACC approval.
4. A free standing flag pole, not to exceed twenty feet (20’) in height, may be installed in a location that does not interfere with the line of sight at an intersection, is not within an easement and does not present a hazard to drivers or pedestrians. The pole must be constructed of high pressure fiberglass or anodized aluminum and be bronze or black in color. The pole must be installed per the instructions provided with the pole, must be concreted into the ground and meet wind code speeds for West Lake’s geographic location. An alteration application must be submitted to the ACC showing the location of the installation, color and material composition of the flag pole and the wind speed specifications for the pole chosen.
5. The U.S. flag shall be flown in accordance with the requirements of the United States Flag Code. In no instance shall the flag be flown in violation of Section 720.304, Florida Statutes.
6. No other flag of any sort may be displayed along with the United States flag or in lieu thereof except for State of Florida, Military, and POW-MIA flags. They shall be no larger than the American flag nor shall they be flown above the American flag.
7. Flags shall be replaced if faded, tattered, or in poor condition

8. Flag poles and flag attachments will be kept in a clean and maintained condition.

### **Front Entryway**

1. No front entryway shall be screened.
2. No front entryway shall be used for storage. All personal property of the residents shall be stored inside the Home. Shoes, sports equipment, bicycles, etc. may not be left in the entryway.
3. Wicker, wood, or wrought iron table and chairs are permitted in the entryway but must be sized appropriately for the space. Plastic stackable furniture is not permitted.

### **Garage** [See Declaration Section 11.16]

1. No garage shall be enclosed or converted into a general living area and must at all times be used as a garage for car storage or storage of Owners personal property
2. No screening is allowed, temporarily or permanently, on garage door openings.
3. Garage doors shall remain closed **at all times except when vehicular or pedestrian access is required.**
4. Replacement of garage doors shall meet current County codes at the time of replacement. The new door must match or coordinate with the style and color of the existing garage doors on the building.

### **Garbage and Trash: Screening of Containers** [See Declaration Section 11.17]

1. Garbage cans and recycling containers must be kept in the garage and must not be placed outside for pick up earlier than 5:00 PM the night before and empty containers shall be removed from sight the same day as pick up. All food refuse shall be placed in a covered receptacle to avoid attack from animals. Placing plastic bags at curbside is not acceptable.
2. Trash may not be accumulated or stored on the exterior of the house.
3. Open burning of garbage and other refuse is not permitted.

### **Garden Hoses**

1. Garden hoses must be stored out of sight from the street, common grounds or nearby neighbors

### **Gas Tanks: Propane and/or Natural** [See Declaration Section 11.15]

1. Other than for portable gas grills, any gas tanks intended for indoor appliance and fireplace shall not be allowed.

### **Generators**

1. Permanent or hard wired generators will not be approved.

### **Gutters**

1. All gutters must match the exterior building color trim color or window frame color and be substantially the same style as originally provided by the builder.
2. Gutter down spouts must not concentrate water flow onto neighboring properties.

### **Holiday Decorations** [See Declaration Section 11.10]

1. Holiday displays in the front entryway and on the front door, along with traditional holiday lighting do not require approval from the ACC.
2. Holiday lights and decorations shall not create a nuisance to the adjacent residents or the community.
3. Holiday lights to celebrate Christmas, or similar holiday, may be installed commencing the week before Thanksgiving and shall be removed not later than January 15<sup>th</sup> of the following year. Brackets, clips and other holders for holiday lights that are installed on a house must be removed at the time that the lights are removed.
4. Special decoration displays for Valentine's Day, St. Patrick's Day, Easter, Memorial Day, Independence Day, Halloween, Veteran's Day, Thanksgiving, or other religious holiday may be placed on the exterior of the lot fifteen days (15) prior to the special day and must be removed five days (5) after the special day.
5. Inflatable holiday display items are permitted under items 3 and 4 above, but must be of reasonable size, properly secured and well-maintained.
6. Any holiday displays other than those defined here will require the approval of the ACC.

### **House Numbers**

1. To aid emergency personnel, delivery people and to conform to Hillsborough County ordinances, each house shall have a readily visible number permanently attached to the front of the house.

2. The numbers shall only be located over the garage door in a location clearly visible from the street.
3. Painting of house numbers on concrete is not allowed.

### **Irrigation**

1. Irrigation system for all Homes will be the responsibility of the Association and will be used in accordance with SWFWMD and Hillsborough County guidelines.

### **Lanais [See Patios and Screened Enclosures]**

### **Landscaping [See Declaration Section 11.27]**

1. The addition or removal of any landscaping is a landscape change and requires the approval of the ACC. Owners are responsible for any changes that are made to the original landscape design installed by the builder or as modified or subsequently installed by the Association.
  - a. Owners are responsible to comply with these Guidelines and all applicable Hillsborough County Ordinances.
  - b. Association maintenance responsibilities of the lawn and landscaping shall mean upkeep, maintenance and preservation of that which was initially installed by the builder or as modified or subsequently installed by the Association.
  - c. Any changes and additions of landscaping materials and/or plant beds will be the responsibility of the Owner to maintain and must be maintained to the published community standards.
2. In General
  - a. Certain areas within West Lake have been designated as open space, wetland or preserve and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in Section 11.41 of the Declaration.
  - b. Proposed changes to landscaping require detailed plans indicating any removal and relocation of plants and/or additional planting to be done. Quantity, approximate size and types of plants shall be identified. The landscaping plan must detail the location of beds and planting materials to be used. Changes will not be allowed to the street scape of the property, only to the rear of the property. Be sure that plantings are not in area of

underground wiring, cables or irrigation pipes. Any required changes to the irrigation system will be at the homeowner's expense. Call Sunshine State hotline at 1-800-432-4770.

### 3. Edging or Landscape Borders

- a. Poured concrete curbing and concrete edging blocks will not be approved. Wire, decorative plastic, resin and wood borders will not be approved.
- b. Black or green plastic landscape edging (standard roll edging) may be installed as long as the landscape plants cover 90% of the edging.
- c. Edging will be allowed around mulched areas along the perimeter of the house only.
- d. Edging shall not be installed around individual trees, lampposts, along driveways, side or rear property lines.
- e. No other type of borders, landscape timbers or railroad ties will be permitted.

### 4. Islands and Planter Beds

- a. Addition of landscaped islands and planter beds shall be approved for rear yards only and may not be located in an area that will interfere with the services provided by the landscape maintenance contractor. Owner will be responsible for the care and maintenance of new landscape beds.

### 5. Landscape Lighting/Flood Lights

- a. Solar Landscape lighting may only be installed in landscaping beds and along the walk from the front door to the driveway. It may not be installed along the sides of the driveway, adjacent to the sidewalk or between the sidewalk and the street. Individual lights shall be black, white, or natural metal in color (silver, gold, and bronze, copper).
- b. Lights shall not be spaced closer than thirty (30) inches on center.
- c. Post mounted lights shall not exceed twelve (12) inches in height, hanger mounted lights shall not exceed twenty-four (24) inches in height from the top of the light fixture to ground level. Lights may not interfere with lawn maintenance.





- d. Lighting shall be low level and recessed to shield the source of the light. Low voltage fixtures shall be located and aimed carefully. Tree mounted lights are not allowed.
  - e. Lights may not shine onto other properties or onto the sidewalk or street.
  - f. Rope lighting is only permitted for holiday use.
6. Mulch, Rocks, Stones
- a. The approved mulch for landscape bed (selected by the Board) include cedar, cypress or pine bark nuggets.
  - b. Any changes to mulch, rocks or stone may only be done by the Board.
7. Plants. Homeowners should exercise care and not plant any plants, vines, etc. that are known to be invasive or non-friendly to this area. For further information, please check out: <http://plants.ifas.ufl.edu/education/district4.html>
8. Ponds and Water Features are not permitted on any lot.
9. Trellises, arches, pergolas and similar structures are not permitted.
10. Vegetable and Herb Gardens, and Compost Bins are not permitted.

### **Lawn Furnishings**

- 1. Lawn furniture shall be located in the rear of the house on a concrete patio or within a screen enclosure and not visible from the street in front of the house. Lawn furniture is not permitted on a grassy area.
- 2. For safety reasons all lawn furniture shall be removed from an open patio when residence is unoccupied for a period of fourteen (14) days or more unless prior arrangements have been made with a neighbor.
- 3. All lawn furniture located on a patio or lanai shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.

### **Lighting**

- 1. Replacement carriage light sizes and locations must harmonize with the front elevation of the house. A picture with color and dimensions shall be attached to the Alteration Application. Lights shall be as close to the originally installed carriage lights as possible. If an exact match cannot be obtained, an application must be

submitted to the ACC and a picture of the proposed replacement must be included with the application.

2. All exterior lighting shall be consistent with the character established in West Lake and be limited to the minimum necessary for safety, identification, and decoration.
3. No spot lights, flood lights, or other high intensity lighting will be placed or utilized upon any house.
4. Bollard and post mount light fixtures are not permitted.
5. Enclosures of light fixtures shall be designed to conceal the lamp bulb. Light bulbs may not exceed the manufacturer's recommendation for bulb wattage.
6. Fixtures may be incandescent, LED, or compact fluorescent. Colored lamps and rope lighting are not allowed, except at holidays. See Holiday Decorations section for holiday time periods.
7. No lighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.
8. Post mount light fixtures shall not be permitted.
9. Rope lighting is only permitted for holiday use.

**Ornaments** [See Declaration Section 11.10]

1. Ornaments or decorative embellishments include those in landscape beds, entryways and those mounted on the house that are visible from the street or common area.
2. Ornaments shall not exceed thirty (36) inches in any dimension.
3. Ornaments and potted plants may not be placed on lawn areas, walkways, utility boxes or landscape beds located in front of the building.
4. A maximum three (3) ornaments and/or potted plants are permitted in the front of the home and a maximum three (3) ornaments and/or three (3) potted plants are permitted in the rear of the home.
5. Lawn ornaments include, but are not limited to bird baths, bird feeders, bird or squirrel houses, gazing globes, decorative flags (including holiday, sports, etc.), fountains, patriotic display items (yellow ribbons, decals, etc.), plaques, statues, stepping stones within a landscape bed, sun dials.

6. For safety reasons all lawn ornaments must be removed when residence is unoccupied for a period of fourteen (14) days or more unless prior arrangements have been made with a neighbor.
7. All lawn ornaments must be removed upon issuance of any storm warnings of Tropical Storm Warning or higher.
8. No ornaments shall be hung from trees.
9. Bird feeders will be located in the rear of the Home and shall be mounted five (5) feet above ground level. Owner will be responsible for removing any growth that results from fallen seeds germinating. Bird houses will not be allowed.
10. Ornaments must not be placed down driveway perimeters, on street catch basins or on utility boxes.
11. Decorative buckets to catch air conditioner water are permitted as long as they are aesthetically pleasing (plastic paint buckets and the like must not be used).
12. One American flag, one POW and one Military flag and door wreaths (one per door) are not counted as ornaments.
13. Flower pots containing dead plants and empty flower pots must be removed from public view immediately.
14. Artificial plants/trees or flower arrangements are allowed on screened lanais only – never within landscape beds.
15. Ornaments and flower pots displayed in sets of two or more will be counted individually. For example, a ceramic duck with two (2) ducklings is three (3) ornaments.

### **Outbuildings, Sheds and Storage Containers [See Declaration Section 11.33]**

1. Sheds, storage containers, car canopies, and the like are not permitted.

### **Patios/Lanais**

1. Patio extensions may be permitted and shall be constructed of brick or concrete pavers. Tiles in an earth tone color to complement the color palette of the house may be installed on a builder installed concrete patio.
2. The total size of patios shall be determined by the available space per Lot. In no case shall they exceed the length of the fence between the units in depth or twelve

feet (12') in width. Any Lot adjacent to a retaining wall may not install a patio extension or modification closer than four feet (4') to the retaining wall.

3. Construction of patios must not adversely affect any designed and approved drainage pattern for this or any other Lot.
4. Owner must notify the Association one week prior to start of construction so that the Association's landscape maintenance contractor can move and/or cap irrigation lines that will be affected by the construction project. Once the project is completed, Owner must notify the Association so that the irrigation system can be reconfigured for optimal irrigation. Owner will be responsible for all charges to the Association for this additional service.
5. Owner will be responsible for contacting HomeTeam Pest Defense at (813) 886-4700 to have Sentricon stations relocated. This will be at the expense of the Owner.
6. Owner is responsible for replacing and/or reinstalling any plants and/or turf damaged by the construction. If Owner desires for the Association to provide this service, the request must be made at the time of requesting the irrigation system shut off. Owner will be responsible for all charges to the Association for the additional service and the cost of replacement plant materials and sod.
7. Owner is responsible for having all utility lines located and flagged prior to construction and will take the appropriate actions to have utilities restored should a line be damaged.

#### **Play Structures, Recreational Equipment and Toys [See Declaration Section 11.32]**

1. No exterior play and recreational equipment, including swing sets, jungle gyms, soccer goals, trampolines, basketball equipment (portable or in-ground), tree houses, skateboard ramps or the like may be installed upon any Lot.
2. All toys and recreational equipment must be located on patios or inside screen enclosures and must be removed from public view when not in use. Under no circumstance can they remain on grassy areas.

#### **Rain Barrels**

1. Rain barrels designed for the purpose of capturing rain from the gutters systems may be used on the rear of the house. Screening with plant materials shall be required.
2. Barrels may not exceed two (2) feet in height and shall be earth tones in color or have a decorative finish. A picture of the rain barrel must be included with the application submitted to the ACC.

## **Reflectors**

1. Reflectors are not allowed.

## **Roofs** [See Declaration Section 11.28]

1. No changes will be permitted on any roof.
2. In the event that heat and/or plumbing vents need to be replaced or additional ones installed, the Owner will be responsible for the installation. Such installation must be done by a professional installer and must be installed per Hillsborough County building codes.
3. Such vents and roof edge flashing must be painted the same color as the roof.
4. A sample of the material to be used, including the color of the material must be submitted with the application.

**NOTE:** Installation of new vents or maintenance of existing vents may void the Builder's Warranty and limit maintenance obligations of the Association. Owners may also be held responsible for any damages sustained by other Owners within the building as a result of the installation.

**Satellite Dishes** [See Declaration Section 11.29 of Declaration; Antenna Section of this document]

## **Screen and Storm Doors**

1. Screen doors, security doors and storm doors are not permitted.

## **Screen Enclosures** [See Declaration Section 11.30]

1. Screens will only be installed to match the same footprint as the patio.
2. Screens will be charcoal in color and may not be opaque or have decorative elements. Frame of the screen enclosure must be bronze anodized aluminum consistent with others in the community.
3. Installation shall meet the minimum wind load requirements of the Southern Building Code (latest edition) concerning wind resistance and other applicable requirements.
4. All support cables, screws and fasteners shall be of a non-corrosive material such as stainless steel.

5. Bronze structural gutters may be installed but where necessary, must be adjusted to tie into existing home gutters – runoff must be directed in a manner that will not negatively affect neighboring property or common property



Example of gutter tie-in

6. Frame shall have a half mansard roof and may not extend beyond the first floor of the home in height. The top of the flat roof will be even with the bottom of the stucco reveal and the sloped portion will be consistent with others in the community. (NOTE: Alteration applications must include drawings that detail all dimensions and are clearly labeled.)



Example of approved design showing support cables

7. Kick plates will not be allowed on the enclosure walls however a small kick plate no higher than eight inches (8") will be allowed on door.
8. Roof extensions over lanais will no longer be approved.
9. To protect the screen from damage from routine landscape maintenance, a twelve inch (12") mulch border that matches the mulch used in the landscaping beds will be installed around the outside of the finished screen enclosure on end unit walls. Interior units will be required to mulch between the side wall of the screen enclosure and the fence on either side of their unit. Owner may plant annuals or perennials in this area but will be responsible for maintenance of any plants. Plants other than annuals will require approval of the Architectural Control Committee. There will be a four inch (4") inset of the back wall to provide a buffer from landscape maintenance equipment.
10. Owner is responsible for cleaning and maintaining the screen patio enclosure. Upon notice from the Community Manager that maintenance is needed, the Owner must comply within two (2) weeks.
11. The screen enclosure area may NOT be used for storage purposes.

12. Owner is responsible for obtaining all necessary permits and for the behavior of the contractor and his representatives while working within the West Lake.
13. Owner will notify the Association one week prior to start of construction so that the Association's landscape maintenance contractor can move and/or cap irrigation lines that will be affected by the construction project. Once the project is completed, Owner will notify the Association so that the irrigation system can be reconfigured for optimal irrigation. Owner will be responsible for all charges to the Association for this additional service.
14. Owner will be responsible for contacting HomeTeam Pest Defense at (813) 886 - 4700 to have Sentricon stations relocated. This will be at the expense of the Owner.
15. Owner is responsible for replacing and/or reinstalling any plants and/or turf damaged by the construction. If Owner desires for the Association to provide this service, the request must be made at the time of requesting the irrigation system shut off. Owner will be responsible for all charges to the Association for the additional service and the cost of replacement plant materials and sod.
16. Owner is responsible for having all utility lines located and flagged prior to construction and will take the appropriate actions to have utilities restored should a line be damaged.

**NOTE:** The Association has no responsibility for maintaining this addition to your home, or for pressure washing and painting the area of the home located within the screen enclosure.

### **Security and Surveillance Systems**

All exterior components of any security system require approval from the ACC. They shall be installed in a manner that makes them as unobtrusive as possible. All conduit and wiring shall be encased and painted to match the adjacent exterior surfaces. Cameras may not be directed onto neighboring property or installed directly across from neighboring windows.

### **Signs** [See Declaration Section 11.31]

1. With the exception of a "permit board" displaying a building permit from the applicable governmental agency if that agency requires it to be posted conspicuously, no signs are permitted within West Lake (inclusive of Home, Lot, vehicles).
2. For Sale and For Rent signs may not be placed on vehicles, in yards or windows. Signs for Open House are allowed only for same day prior to and during the time of the Open House.

## **Skylights**

1. Skylights and solar tubes will not be approved.

## **Solar Panels**

1. Per Florida Statutes, these guidelines cannot prohibit the installation of solar panels; however, the ACC may determine the specific location where solar collectors may be installed (on the roof within an orientation to the south or within 45° east or west of due south) so long as such determination does not impair the effective operation of the solar collectors.
2. Solar panels should be located on the rear and side roofs of the home and should not be installed so as to be visible from the street.
3. Solar panels will be flush mounted on the roof. Any solar panels and related appurtenances and equipment shall be designed and constructed to appear as an integrated part of the building's architecture. This shall generally mean that the panels shall be roof mounted so that the top surface is flush with the roof surface with all appurtenances recessed into the building's attic.
4. All pipes must be of a color to blend with the roof shingles and color of house.

**Note:** Roof mounted solar collectors and equipment may void that portion of the roof warranty where the panels are installed and may limit the Association's responsibilities for maintenance and repair. Owners may also be held responsible for any damages sustained by other Owners within the building as a result of the installation.

## **Storm/Hurricane Panels [See Declaration Section 11.18]**

1. The only panels allowed are the same as those originally provided by the builder.
2. Panels may not be installed at any time other than a storm event as described here. Panels may be installed upon announcement of a Hurricane Watch in Hillsborough County and must be removed no later than two weeks after the watch/warning is lifted.
3. Should the panels not be removed, the Association is granted an easement to the property to remove the panels and the cost of labor shall be charged to the Owner. The Association is not responsible for any damages caused by the removal or for the costs of storage of the panels.
4. In the event of an actual storm event causing substantial damage to the house, homeowner may request in writing, for an extension to this time period if the repairs



and restoration of the house require that the panels remain attached for a longer period of time.

5. Under no circumstances may protective panels be used as a routine security measure.

### **Swimming Pools, Spas and Jacuzzis [See Declaration Section 11.37]**

1. Swimming pools, spas and Jacuzzis will not be permitted.

### **Water Softeners**

1. Water softeners must be installed in the garage only and at the rough-in provided by the builder.

### **Windows: Replacement, Tinting and Treatments [See Declaration Sections 11.42]**

1. Originally installed windows may be replaced with windows of similar style. Replacement window frames shall match existing window frames.
2. Owners may request to install energy conservation films on windows. Window tinting film applied to the interior of the windows shall be gray in color with no more than 21% solar reflectance and no less than 30% light transmittance. Installation of window film may void the manufacturer's warranty.
3. The degree of darkness allowed for non-reflective tinting shall be decided by the ACC on a case by case basis. All tinting requests must be accompanied by a brochure or manufacturer's description. All requests must include a sample of the material to be used. This sample will remain with the application and will not be returned.
4. No silver, gold or bronze reflective colors are allowed. No reflective tinting or mirror finishes (to include aluminum foil) will be permitted.
5. Window treatments shall consist of drapery, blinds, shades, decorative panels or other tasteful window covering. Any window treatments visible to a street shall be white, off-white or other neutral color (e.g. interior shutters in a wood tone).
6. Non-patterned neutral colored material or other temporary window covering may be used for periods not exceeding 1 week after an Owner or tenant first moves into a house or when permanent window treatments are being cleaned or repaired, but in no case may they be in place for longer than one (1) week.

## **POLICY AND PROCEDURES**

### **Introduction to Policy Adoption**

The Association is administered by its Board of Directors, which is both empowered and responsible for establishing policies and standards for the Association that contribute to efficient governance. The individuals elected to serve on the Board have a fiduciary responsibility to make decisions that, in their opinion, serves the best interest of the community and supports the purposes of the Association, as defined in the Declaration.

Members have certain voting rights after turnover from developer control such as electing directors to the board or voting them off the board; and voting on amendments to the Governing Documents. Beyond that, the powers of the Association are given to the Board of Directors. Given that structure, it is more easily understood why the policy-making process is primarily handled within the Board and not as a community-wide process.

Some policies are required by State statute while other policies come about as a result of a need for process, consistency, broadened application of the Governing Documents, or remedy of a situation that is or may negatively impact the community.

### **Operational Policies and Procedures**

Matters of day-to-day administration are generally tasked to the Management Company. Certain procedures are discussed by the Board and adopted into a Policy Resolution as a means of giving Management the direction and authority to act on the Board's guidance as "standard operating procedure." Matters that are procedural and relate directly to the services of Management include (but are not limited to):

1. Collection of unpaid assessments
2. Enforcement of covenants
3. Inspection and copying of Association records by unit owners
4. Financial management, including investment of reservefunds
5. Volunteer Code of Ethics
6. Conduct of Meetings
7. Adoption and amendment of policies, procedures and rules.

These procedural policies are established by completing a thorough review of the Association's Governing Documents and then adding, as determined appropriate by the Board of Directors, any additional steps to more clearly define the process, as many times the Governing Documents are written in generalities, lacking specific details that would make a process complete.

Operational policies are typically drafted with direction received from the Management Company, based on their experience and expertise. Prior to the policy being finalized, it is reviewed by the Association's legal counsel to ensure that it complies with the governing documents and other governing authorities.

Operational policies may be amended as deemed necessary and/or appropriate by a majority vote of the Board of Directors.

## Community Standards

Rules for the community, referred to as the “Community Standards,” may be proposed by:

1. Recommendation by a Member;
2. Recommendation by a committee;
3. Recommendation by a board member or collectively by the board; or
4. Recommendation by management.

When a recommendation for a policy which establishes (or amends) a community standard is received, the Board of Directors shall discuss the merits of the proposed standard(s) at its regular board meeting, which is held in open session. The Board typically will not solicit input from the Members prior to voting on a matter such as this; however the Board may opt to obtain feedback from some or all of the Members prior to making a final decision.

Once a new standard (or amended standard) has been approved by the Board, it is documented for distribution to the membership. Such distribution may be done by electronic notice, written notice distributed by U.S. Mail, community newsletter, website, or new resident welcome packet.

Policies that have been adopted by the Board as of this edition of the Community Standards are included in the pages that follow.

### **ASSESSMENT COLLECTION POLICY** [See Declaration Section 16]

1. **Due Dates.** The annual assessment as determined by the Association and allowed for in the Declaration, Articles of Incorporation and Bylaws (“the Documents”) shall be due and payable in one or more installments, due on the first day of each year, quarter or month as approved by the Board of Directors. Assessments or other charges not paid to the Association by the tenth (10<sup>th</sup>) day of the month in which they are due are subject to late charges, interest and collection costs.
2. **Late Charges Imposed on Delinquent Assessments or Installments** [See Declaration Section 16.18]. Any Assessment not paid by the tenth (10<sup>th</sup>) day of the month in which it was due is subject to a late charge. The Association shall impose a \$25.00 late charge on the outstanding or past due balance. The late charge shall be the personal obligation of the Owner(s) of the Lot for which such assessment is unpaid. Late charges are charged on assessment installments and

not on any other costs. All late charges shall be due and payable immediately, without notice.

4. **Interest Imposed on Delinquent Assessments or Installments.** Any Assessment not paid by the thirtieth (30<sup>th</sup>) day of the month in which it was due is subject to an interest charge. The Association shall impose 18% interest, per annum on the outstanding or past due balance. Interest is added monthly at the rate of 1½% on any unpaid assessment amount. Interest is not added to late charges, collection costs, legal fees or any other type of charges except assessments. The interest shall be the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid.
5. **Collection Costs.** All costs and charges incurred by the Association shall become the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice. This includes all letters required to be sent by Certified Mail which will be charged at a cost of \$10.00 per letter.
6. **Return Check Charges.** In addition to any and all charges imposed under the Documents, the Rules and Regulations of the Association, or this Resolution, the following applies to returned checks or other instruments irrespective of the reason for return:
  - a. A returned check charge in the amount charged to the Association by the bank plus any processing charges from the management company shall be assessed for any returned check irrespective of the reason for return. This charge is in addition to the late fee.
  - b. Such return check charge along with the value of the dishonored check or other instruments shall be payable immediately, upon demand.
  - c. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.
  - d. If two (2) or more checks or other instruments are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's payments for a period of one (1) year, be made by certified check or money order.
  - e. If after this one (1) year period, any checks or other instruments are returned unpaid by the bank, the Association may require that all of the Owner's future payments be made by certified check or money order.
7. **Collection from Tenants** [See Declaration Section 16.22]

In the instance where an Owner is delinquent in payment of assessments and there is a tenant residing in the Home, the Association may demand from the tenant payment to the Association of all future assessments. As long as the owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the account of the Owner.

8. **Attorney Fees on Delinquent Accounts** [See Declaration Section 16.15]
9. **Application of Payments Made to the Association** [See Declaration Section 16.18]
10. **Member in Good Standing Status.** Any amounts owing for more than thirty (30) days, including late charges, collection costs, fines, and assessments shall result in the Member losing Good Standing Status. The Association may refuse to approve any Architectural Alteration Applications.
11. **Acceleration of Assessments** [See Declaration Section 16.17]
12. **Collection Letters.**
  - a. After any Assessment or other charge due the Association becomes ten (10) days past due, the Association may cause, but shall not be required to send, a "late notice" to the owner who is delinquent in payment.
  - b. If payment becomes thirty (30) days past due, the Association shall send a notice allowing the owner forty-five (45) days to make payment of all amounts due, including interest, late charges, attorney fees and any other costs associated with the preparation of the notice. The notice must be sent by registered or certified mail, return receipt requested, and by first class mail to the owner at their last address as reflected on the Association's roster, if the address is a United States address. If the address on the roster is different than the parcel address, then the notice must also be sent to the parcel address. If the address on the roster is not a United States address, then the notice will be sent to the out of country address and the parcel address by U.S. mail. Homeowners will be charged \$10.00 for each certified letter.
13. **Liens.** The Association may file a Notice of Lien against the property of any Owner in accordance with the terms and provisions of the Documents. A copy of the recorded Notice of Lien shall be mailed to the Owner and Mortgage Lender with a request that the lender send a letter to the delinquent owner advising the Owner of the lender's option to accelerate the mortgage debt. These actions are performed by the Association's attorney and the costs for these actions, which are usually several hundred dollars, are added to the lien amount.

14. **Referral of Delinquent Accounts to Attorneys.** See Declaration Section 16.18. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action, including legal required notices, to collect the accounts referred. Once the Association has referred a delinquent account to its attorney for collection which includes a Notice of Lien being filed against a property, neither the Association nor its managing agent shall correspond with the owner concerning this matter nor accept payment from the Owner concerning the delinquency. The Association will pursue all remedies recommended by the attorney up to and including foreclosure.
15. **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.
16. **The Association may, but is not required to, grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship.** Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of relief. In addition, the Association is hereby authorized to extend the time for the filing of liens and lawsuits, or to otherwise modify the procedures contained herein, as the Association shall deem appropriate under the circumstances.

## **COVENANTS' ENFORCEMENT GUIDELINES**

### **Background:**

Upon signing a contract to purchase a Home in West Lake, the buyer contractually agreed to abide by the governing documents for the Townhomes of West Lake Community Association, Inc. ("Association"). This contractual obligation applies to all Owners, tenants, guests and/or invitees. The governing documents include the Community Declaration, Articles of Incorporation and Bylaws for West Lake ("CCR's") which are recorded in the public records of Hillsborough County and any adopted rules and regulations.

Following are procedures to be followed for the failure by an Owner, their tenant, guest, etc. to abide by the CCR's and the Association's duly adopted rules and regulations [See Declaration Section 19].

## Definitions

1. Member in Good Standing Status. An Owner who is not in violation of their contractual obligation with the Association either because of unpaid assessments or unresolved or repetitive violations. Please see Member in Good Standing Policy.
2. Notice. Any letter deposited in an official depository or collected by an authorized representative of the U.S. Postal Service which is addressed to the homeowner at the last known address provided to the Association and contains proper postage. Notice shall be deemed to be properly sent when mailed, postpaid, to the last known address at the time of such mailing.
3. Receipt of Notice. The date that Certified, Return Receipt letter is signed for, or the date that a Priority Letter with Delivery Confirmation is placed in your mailbox as confirmed by the U.S. Postal Service or three (3) business days following the postmarked date on any regular mail that satisfies the Notice requirements above. Failure to claim Certified, Return Receipt letters does not stop the process.
4. Sanctions. One or more of the following: costs relating to the violation, including letters, travel time and after hours' time, costs of lawn service, etc.; monetary fines; suspension of voting rights; suspension of amenity access and loss of Member in Good Standing Status.

## Process [See Declaration Section 19]

1. Owner (and tenant if applicable) will receive a First (1<sup>st</sup>) reminder notice from the Community Manager advising that a condition observed on the property is a violation of the CCR's or Rules and Regulations. The Owner will have fourteen (14) days to bring the violation into compliance. If not resolved the Owner (and tenant if applicable) will receive a Second (2<sup>nd</sup>) reminder notice sent certified and regular mail with fourteen (14) days to bring the violation into compliance, except for violations considered to be repeatable offenses as listed in Attachment. A repeatable violation is defined as any infraction that may be easily remedied, but immediately repeated.
2. Should Homeowner not comply within the second fourteen (14) day period:
  - a. If there is no Covenants Enforcement Committee, all violations not remedied within the second fourteen (14) day period, or any repeatable violations that occur again within 60 days of original violation, may be turned over to the Association's attorney to pursue compliance. Your Association's Documents provide that all costs associated with this process including legal fees may be charged to your account.

- b. If the Covenants Enforcement Committee is in place, a third letter is sent (Certified and regular mail). This letter notifies the homeowner that the violation has not been corrected as previously requested or was a repeatable violation within the 60 day period. This letter details the fine and/or suspension, and informs the homeowner that their violation will be reviewed at the next monthly meeting of the Covenant Enforcement Committee. Failure to claim the certified letter or attend the meeting does not stop the process. Homeowners are charged \$10.00 for each certified letter mailed during the enforcement process. Minutes of the Committee meeting shall contain a statement of the results of the hearing and if the sanction is confirmed or rejected.
- c. Manager sends a letter with decision of Committee action. If a fine has been levied, an invoice for fines and costs will be included which are payable to West Lake Homeowners Association, Inc. in thirty (30) days by separate check. See Declaration Section 19.6.4.
- d. If not paid in 30 days, Community Manager turns matter over to the Association's attorney who sends a final demand letter. The Owner shall be responsible for any and all reasonable attorney's fees incurred in forwarding demand letter(s) to Owner. The prevailing party shall be entitled to its reasonable attorney's fees resulting from the litigation of the matter.
- e. A fine of \$100 may be levied on the basis of each day of a continuing violation, except that no such fine shall exceed \$1,000.
- f. Daily fines will begin following receipt of notice and will continue until corrective action is taken, and the Community Manager receives written request to re-inspect the violation. Daily fines will cease when the Community Manager re-inspects the violation(s) and finds that the appropriate corrective action has been taken. Community Manager will issue a written approval to the Owner.
- g. Any Owner's account showing an unpaid fine amounting to \$1,000 or more may have a lien filed against the Lot and such lien will include the collection costs, legal fees and attorney charges associated with the collection process.
- h. Owners will be restored to a Good Standing Status when all good standing criteria have been met and the violation has been rectified. After reviewing the Owner's account, the Community Manager will issue a letter stating that "good standing" status has been restored.

**Note:** Fines that are levied do not include costs associated with the violation notification process. In addition, revocation of Member in Good Standing Status could result in additional penalties such as suspension of voting rights, suspension



of use of amenities and/or refusal by Architectural Control Committee to review Alteration Applications.

**Please note:**

Committee will not discuss cases individually or outside of meetings.

Committee is made up of volunteer residents who are not members of the Board of Directors, employees of the Association or family members of members of the Board of Directors.

Fines go to Townhomes of West Lake Community Association, not the Community Management Company.

It is recommended that all communication concerning your circumstances, citations, etc. be put in writing and sent to the Community Manager via email or regular mail, so that the Committee may be informed of these issues when making their decision.

All violation disputes must be in written form.

## **DRONES**

In keeping with the Association's purpose as defined in the Documents and recognizing the need to protect the privacy of Owners and their guests while using common areas and their own property, no personal use drone flying within the boundaries of the community is permitted.

## **E-MAIL POLICY**

1. Board Members may receive meeting notices and support documentation, minutes, relevant correspondence and other information relating to the daily operations of the Association by email.
2. Board Members may execute written consents in lieu of meeting by email.
3. Committee Members may receive meeting notices and support documentation, relevant correspondence and minutes by email.
4. Announcements, notices of meetings, Association Documents, Community Guidelines, forms, and the like may be distributed to Members (tenants if applicable) via email to those who consent to such receipt by providing their email address and written request.
5. The Board of Directors may choose to conduct online surveys or voting.
6. When e-mailing, always use the name of the community in the Subject line.
7. Never write anything in an e-mail which could not be said in person or be published in the newspaper. E-mail is written, official, and discoverable documentation.

8. E-mail communication should be used for communication ranging from important to informational, but not for emergencies or issues which require immediate action. Issues requiring immediate action should be telephoned into the management company office.
9. The following items will not be sent or accepted by email:
  - a. Assessment Certifications
  - b. Requests to Access Records
  - c. Estoppel Letters unless authorized by the recipient
  - d. Notices of Violations of the Rules
  - e. Notices of Delinquent Assessments
  - f. Any notices requiring executed mailing affidavits
  - g. Any notices, mailings, etc. not permitted to be electronically transmitted by the Association's Documents or Florida Statutes.

**EXTERIOR MAINTENANCE** [See Declaration Section 10]

1. Lots and Homes must be maintained in a neat and attractive manner at all times.
2. Fences and other structures located on the Lot must be kept clean. Algae and mildew growth must be removed at first indications of "turning green or gray".
3. Driveways must be kept clean of debris, oil, grease, mildew and the like. Damaged and/or broken sections of driveways must be replaced by the Owner using a material that is the same as the original driveway.
4. Entrance sidewalks must be kept clean and in good repair. Any sections of sidewalk that contain cracks wide enough to place a nickel into must be replaced. Sidewalk sections that are lifting or sinking in a manner that can cause a trip hazard should also be replaced. Owners of a Lot that shares a sidewalk with another Lot will share the cost of maintenance and replacement of the sidewalk equally or as may be determined between the Owners. However, if one Owner's negligence is the cause of the necessary repairs, that Owner will pay all costs.
5. Damaged materials, gutters, doors, carriage lights, decorative elements of building such as banding or stonework, broken windows, etc. must be replaced/repaired and appropriate touch up painting of surrounding area completed within thirty (30) days of notification by the community manager.

6. Trash and garbage should not be allowed to accumulate or be stored in view of the public and must never be allowed to create a health hazard to others. This includes but is not limited to newspapers and flyers on the driveway, dead potted plants, etc.
7. Storage of materials for building projects, furniture, ladders, garden supplies, shoes, toys, recreational equipment, cleaning supplies, etc. must be out of public view and within the garage or living space. Front entry areas, patios and screened lanais are not an appropriate storage areas.
8. Limited furniture may be approved for the front entry area. All other lawn furniture, grills, etc. must be stored in the back of the Home and may not be located on a grass or mulch area that is maintained by the Association.
9. All fences must be kept clean and in good repair. Indications that panels or posts need replacement include but are not limited to leaning posts and panels, warped, broken or damaged panels. Owners of a Lot that shares a fence with another Lot will share the cost of maintenance and replacement of the fence equally or as may be determined between the Owners. However, if one Owner's negligence is the cause of the necessary repairs, that Owner will pay all costs.
10. Lawn ornaments must be kept in good repair and removed when damaged or when colors have faded. Association will not be responsible for damages that may be caused to lawn ornaments that are located in an area maintained by the Association.
11. All screen enclosures must be maintained and may not become a storage area. Screens (on enclosures, windows and doors) must be replaced when torn or damaged and loose panels must be re-installed. Screens and framework must be cleaned as needed to remove any algae and/or mildew that may occur.
12. Recreational and play equipment and toys should at all times be kept in the rear of the house and screened from public view. Recreational and play equipment and toys may not be stored in a grass or mulch area that is maintained by the Association.

**Note:** After proper notification is given to the Owner, the Association has the right to enter a property and complete any repairs or maintenance if the Owner does not respond within the specified period of time (Declaration, Section 10.1). Should the Association contract for providing the needed maintenance, the cost of materials, labor, administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner.

**FIRES, FIREARMS, FIREWORKS, ETC.** [See Declaration Section 11.24]

1. Fires including bonfires are not permitted to be set anywhere within the community.
2. Open burning is not permitted under any circumstances.
3. Firearms may not be discharged or threatened to be discharged within the community unless by a law enforcement officer.
4. For the purpose of this policy, firearms are defined as all guns including BB guns and pellet guns, bows and arrows, slingshots and the like.
5. Hunting and fishing, boating and use of personal watercraft on community property is prohibited. See Declaration Section 11.36.
6. Fireworks other than sparklers are not to be discharged anywhere in Townhomes of West Lake, whether on private or common property. Common property includes Fox Sparrow Road to Sheldon Road, as well as the area under the power lines. Sparklers may be used if the current County requirements permit their use and the County is not in drought conditions.

### **GARAGE SALES**

The Townhomes of West Lake Community Association may, but is not obligated to coordinate and pay for the advertising of two community wide garage sales per year. This event will be coordinated by the Community Spirit Committee. Individual garage or yard sales will not be permitted.

### **GATED ACCESS**

1. Each new homeowner should have been provided with two remotes by the builder or previous owner. On occasion the homeowner will need to replace the battery in the remote. The Association is not responsible for replacing damaged remotes or for furnishing new remotes.
2. Additional and replacement remotes are available from the Management Company for a fee.
3. Lost or missing remotes shall be reported to the Management Company immediately so that the remote can be deactivated to ensure that others cannot gain access to the community by using the lost or missing remote.
4. A four digit code will be provided to all residents for use when they do not have a remote available.
5. At the Association's discretion vendor codes with restrictive hours shall be distributed to local utilities, service providers, newspaper carriers and the like.

## **INSPECTION AND COPYING OF ASSOCIATION RECORDS [See Bylaws Section 10]**

### **1. Records Defined**

- a. The records available for inspection and copying by a Member are those designated by Florida Statute 720.303 (4) and (5) as amended from time to time.
- b. The Association's Board may withhold from inspection any records that in its reasonable business judgment would fall into any of the following categories:
  - i. Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work product privilege, including but not limited to, any record prepared by an association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion litigation strategy, or legal theory of the attorney or the association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceeding until the conclusion of the litigation or administrative proceedings.
  - ii. Information obtained by an association in connection with the approval of the lease, sale, or other transfer of a parcel.
  - iii. Personnel records of the Association employees, including but not limited to, disciplinary, payroll, health, and insurance records.
  - iv. Medical records of parcel owners or community residents.
  - v. Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, emergency contact information, any addresses for a parcel owner other than as provided for association notice requirements, and other personal identifying information of any person, excluding the person's name, parcel designation mailing address and property address.
  - vi. Any electronic security measure that is used by the association to safeguard data, including passwords.
  - vii. The software and operating system used by the association which allows the manipulation of data, even if the owner owns a copy of the

same software used by the association. The data is part of the official records of the association.

- c. A list of members containing their addresses and parcel identification number shall not be released to anyone not a Member.
- d. Minutes are not part of the official records until approved by the Board or in the case of a Members' meeting by the Members.
- e. Financial Statements including any supplement reports are not part of the official records until accepted by the Board at their next meeting.
- f. The Association and its' managing agent are not responsible to create special reports for the purpose of satisfying this policy.

2. Persons Entitled to Inspect or Copy

Every member shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained within this policy. A Member may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the Member's behalf. Any such authorized representative shall be considered a "Member" for purposes of this policy.

3. Written Request Required

- a. Inspection or copying shall be limited to those records specifically requested in advance, in writing by certified mail. Record inspection requests will not be accepted verbally, by email or by fax. See Records Request referenced in this document.
- b. A Member who wants to inspect or copy the Association's records shall submit a written request to the Association's office or complete and submit a Request for Access to the Association Books and Records Form that is available from the Management Company and is also on the website.
- c. The request shall specify the particular record desired, including pertinent dates or time periods. The request shall be sufficiently detailed to allow the Association to retrieve the particular record(s) requested.
- d. The Association shall make the records available for inspection no later than the tenth (10<sup>th</sup>) business day after receipt of a written request submitted by certified mail, return receipt requested. This timeframe may be extended by the Member's written request, or if the records are voluminous or otherwise in such condition as to render this timeframe unreasonable.
- e. The Association shall notify the Member (by telephone, in person, or in writing, including certified, return receipt requested) that the records are available, and specify the time date and in place for the inspection.

5. Inspection Rules

- a. All inspections shall take place at the Association's office or such other location as the Association designates as long the location is within 45 miles of the Association.
- b. Hours of inspection are between 9:00 am and 5:00 pm Monday through Thursday excluding legal holidays.
- c. The record inspection session shall not extend beyond one eight (8) hour business day per month.
- d. The record inspection shall be under the supervision of someone designated by the Association to monitor and assist in the record inspection. The Association may institute any supervision or reasonable security measures to safeguard the integrity of the records.
- e. No Member shall remove original records from the location where the inspection is taking place.
- f. Members shall not alter the records in any way. Marks may not be made on any record and the record sequence shall not be altered.
- g. The maximum number of Members present during the inspection shall not exceed four (4).

6. Copying Rules

- a. If a Member wants a copy of any record, the Member shall designate in writing the record desired. Any written request shall designate the specific record or portion thereof.
- b. During an inspection, the Member may designate such record by use of a tab, clip, or sticky note on the page or pages desired.
- c. If the Association has a photocopy machine available where the records are maintained, it must provide Members with copies on request during the inspection if the entire request is limited to no more than 25 pages.
- d. A Member may use a portable device including a smartphone, tablet, portable scanner or any other technology capable of scanning or taking photographs, to make an electronic copy in lieu of the Association's providing the Member with a copy of such records.

7. Inspection Costs

- a. The Association may impose fees to cover the costs of providing copies of official records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds ½ hour and if the personnel costs do not exceed \$20 per hour. This included the Manager's trips to storage to retrieve archived records.
- b. Personnel costs may not be charged for records request that result in the copying of 25 or fewer pages.
- c. The Association may charge up to \$.25 per page for copies made on the Association's photocopier. If the Association does not have a photocopier available where the records are kept or if the records requested to be copied exceed 25 pages in length, the Association may have the copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice.
- d. A duplexed page is considered to be 2 copies.
- e. Copy costs shall be paid by personal check at the time of or prior to the copies being delivered.
- f. Copies shall be available within 5 working days from the receipt of the request following a records inspection. If the Member has prepaid and the copies are not available within 5 working days, payment shall be returned and the copies shall be free.
- g. In rare cases, the request for copies may be so voluminous in nature or condition that this 5 working day timeframe may be impractical. In such cases, the Member shall be so informed and the copies made available as soon as practical.'
- h. Copies shall be mailed, certified, return receipt requested to the address of record on file with the Association or to the attorney or designated representative's place of business. Certified mail postage and processing costs shall be reimbursed to the Association by the Member.

8. Manner of Inspection or Copying

- a. All people inspecting or requesting copies of records shall conduct themselves in a business-like manner and shall not interfere with the operation of the Association office or such other location where the inspection or copying is taking place.



- b. All requests for copies or assistance shall be directed to the person supervising the inspection. This person is not there to decipher the records or answer questions about them.
- c. The Association shall maintain a log detailing:
  - i. The date the written request was received;
  - ii. The name of the requesting party;
  - iii. A list of the requested records;
  - iv. The date the Association notified the Member that the records were available;
  - v. The date the records were made available;
  - vi. The date of actual inspection or copying; and
  - vii. The signature of the Member acknowledging receipt of, or access to, the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

9. Enforcement of Inspection and Copying Rules

- a. The Association shall not honor any requests that do not comply with this policy. Within 5 working days of receiving a non-compliant request, the Association shall send a written notice to the person who made the request indicating the nature of non-compliance.
- b. An Association representative (Board Member or assigned Manager) who receives an oral request for inspection or copying shall refer the person making the request to this policy, and the Association shall have no further obligation to respond until it receives a written request.
- c. The Association's Board may take available legal action to enforce these rules, including the levying of monetary fines. The Association's Board may pursue any Member for damages or injunctive relief or both, including any reasonable attorney fees for abuse of inspection and copying rights.

**LEASING OF HOMES** (See Declaration Section 11.22)

- 1. Homes must be leased in their entirety. Leasing of rooms or portions of the Home and/or any other structure on the Lot is not permitted.

2. All lease agreements shall be in writing and the term of the lease shall be for a period of no less than one (1) year and may not be leased more than two (2) times in any calendar year unless approved by Association in the case of hardship.
3. The Owner and tenant(s) shall verify that the tenant(s) have been given copies of the West Lake Declaration of Covenants, Articles of Incorporation, and By-laws, and these Standards for Community Living (“Governing Documents”); that the tenant(s) are aware they will be residing in a Deed Restricted community; and that they (tenant(s)) will abide by the Governing Documents. Verification will be by a written statement signed by both parties and attached to the Lease. The Uniform Lease Exhibit available from the Management Company and posted on the website satisfies this requirement and must be attached to the copy of the lease provided to the Association.
4. A copy of the lease will be provided to the Association within ten (10) days of signing the lease agreement.
5. The Lease Agreement shall require that the home be used solely as a private single family residence for the tenant and members of his family. NO transient tenants may be accommodated in the home.
6. In the event that the Owner fails to pay annual assessments, Association has a right to collect unpaid assessments from the tenant. See Section 720.3085(8), Florida Statutes.
7. In the instance of tenant non-compliance to the Governing Documents, the Owner will be the responsible party and may be fined for the non-compliance. The Association has the right to place a lien upon the property once a fine reaches \$1,000 or more.
8. In the instance of tenant non-compliance to any Association standards, the Association shall have the right (after proper notification to the tenant and Owner and an opportunity to correct the issue has been given) to enter upon the property and abate the issue. All costs associated with the abatement will be a charge against the Owner’s account.
9. The Owner agrees to remove the tenant if the tenant fails to abide by the Governing Documents. Should the Owner fail to remove the tenant, the Association shall have the right to evict the tenant and the costs associated with the eviction shall be charged to the Owner as an Individual Assessment.
10. Even though the Owner is no longer residing in his West Lake Home, the Owner is responsible for abiding by the Governing Documents.

## **MEMBER CODE OF CONDUCT**

1. Improper conduct, obscenities, verbal or physical threats by Members (and tenant if applicable) will not be tolerated anywhere on Community Property. Actions of any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members (and tenant if applicable) are responsible for the behavior of their family, guests and invitees.
2. Loud noises or noxious odors from motor vehicles (including automobiles, motorcycles and off-road vehicles) or large power tools will not be permitted. Items that may unreasonably interfere with the television, radio reception or bandwidth of any Owner may not be located, used or placed on any portion of the Community. The Board shall have the right to determine if such conditions constitute a nuisance. This provision shall also apply to all contractors operating within the neighborhood. Any noise which unreasonably interferes with the peaceful occupation of a resident's premises is prohibited.
3. Members (and tenant if applicable) are expected to conduct themselves properly with due consideration for each other and Members of the Association. Members (and tenant if applicable) shall not engage in any behavior that would create liability, higher insurance costs, negative publicity or the like for the Association. The Board of Directors has the power to discipline any person for conduct, which in its opinion tends to endanger the welfare, interest or character of the Association, its Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.
4. Members (and tenant if applicable) must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language. There shall be no attempt to intimidate, harass, threaten or attempt through any means to control or install fear in another Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.
5. Language will be professional and differences of opinion shall be expressed in a clear and business-like fashion. Personal attacks, slurs, obscenities or the like against Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees are prohibited and are not consistent with the best interest of the Association.
6. Any person who verbally threatens the physical well-being of another person, or who engages in behavior which may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others may be reported to the local law enforcement agency.

7. Management shall have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct which serves to harass or annoy other persons using the Community Property. If the person(s) causing or participating in inappropriate behavior refuse to cease their activities and/or leave the premises promptly when directed, they will be advised that the failure to do so immediately will accelerate the seriousness of the violation of this rule and fines may be assessed accordingly. At the discretion of Management dealing with the situation, they may seek assistance of the local law enforcement agency to maintain order.

NOTE: For the purpose of the above, "Management" shall be defined as a representative of the Management Company or a Member of the Association's Board of Directors.

### **MEMBER PARTICIPATION AND CONDUCT AT ASSOCIATION MEETINGS**

1. Townhomes of West Lake Community Association conducts an annual meeting of the Membership, Board of Directors Meetings and special meetings as necessary. Every Member of the Association shall have the right to speak at meetings to the extent required and permissible under Section 720.303(2), Florida Statutes. Members are invited to attend all meetings, except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. It is essential for the efficient transaction of Association business being conducted at these meetings that all Members conduct themselves in an appropriate manner that serves the best interests of the whole Association. Members are expected to adhere to the following Code of Conduct at all meetings. When fewer than ten Members are in attendance, some codes may be relaxed. The Association shall have the authority to enforce this Code of Conduct using any means available under the governing documents or state law.
2. At meetings of the Board of Directors, the Members will not participate in the business portion of the meeting (with the exception of agenda items where 20% of the Membership has petitioned in accordance with state statute to address the topic).
3. At every Board meeting, a public forum will be held at the beginning of the meeting to allow Members to address concerns regarding the agenda or other Association related items. Members must sign in with the Secretary in order to be recognized and will be allowed a maximum of three (3) minutes to speak. If a particular concern warrants a Board action, it will be placed on the agenda for the next scheduled meeting of the Board. In cases where an action is needed sooner than the next scheduled meeting, the Board may consider the topic under New Business or choose to take an action without a meeting and ratify the action at the next scheduled meeting.

4. Members must sit quietly and refrain from speaking until recognized by the meeting chair.
5. Members must not interrupt anyone who validly has the floor, or otherwise disrupt the meeting.
6. When speaking, Members must abide by the time limit that has been adopted by the Board. Unless announced otherwise at the beginning of the meeting, the time limit will be three (3) minutes.
7. Members must refrain from engaging in personal oral attacks on either Board Members, fellow Association Members and/or Community Manager and should refrain from using other Members' names when speaking.
8. All remarks should be addressed to the Board, not the audience.
9. During General Membership Meetings, comments must be confined to the agenda item being discussed.
10. Members may not speak for a second time until everyone who wants to speak has been given a chance to speak once.
11. Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair.
12. Members must obey all orders made by the meeting chair, including an order to step down.
13. Members must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language.

### **MEMBERS IN GOOD STANDING**

1. A Member in "good standing" shall be defined as a Member who has fully paid all installments due for assessments made against the Member and/or his/her Lot/Unit, together with all interest and late charges, costs, attorney's fees, penalties, fines and other expenses.
2. A Member in "good standing" shall be defined as a Member who has no unresolved violations of the Community Standards or the CCR's.
3. A Member in good standing shall be further defined as a Member who has not received a third warning or higher on any violation within the last twelve (12) months or a cumulative number of citations greater than four (4) of any level.

4. Members who seek to challenge a determination that they are not in good standing shall be heard by the Covenants Enforcement Committee.
5. Members who are not in good standing, as defined in items 1 and 2 above shall have recreational and voting rights suspended until such time as all monies due the association have been paid and the members are in compliance with all lawfully adopted and published rules and regulations for a period of sixty days.
6. Members who are not in good standing, as defined in items 1, 2, and 3 above shall not be permitted to serve on the Association's Committees, Board of Directors, etc.
7. Members who are not in good standing, as defined in items 1 and 2 above, are considered in default of their contractual obligation to the Association and until this breach of contract is cured, the Association may not consider any Architectural Alteration Applications.

**PETS** [See Declaration Section 11.2]

1. A maximum of two domestic pets consisting of any combination of dogs, cats, bunnies, ferrets or other small domestic pets may be harbored in a home. Exotic animals, monkeys, swine, goats, poultry and snakes are not permitted to be harbored on or in any property within West Lake.
2. All pets (dogs and cats) are subject to the Hillsborough County Animal Ordinances and must be leashed and under control when outside. Dogs and cats are not permitted to roam unattended throughout the neighborhood.
3. Pet owners are responsible for assuring that their pets do not run free. Pet owners are liable for any damage to persons or property caused by their pets.
4. Pets may not be tethered outside of the unit nor left unattended on screened patios.
5. Pets (dogs and cats) are not permitted within retention or other natural areas, or on another Owner's property without that Owner's permission.
6. Animal noise cannot interfere with the quiet enjoyment of residents.
7. Designated walking areas for pets (dogs and cats) are along the sidewalks on the concrete curb between the sidewalks and paved road surface and at common areas within West Lake. Pets should not be allowed to wander onto another owner's lot without their permission.
8. Any pet (dogs and cats) feces deposited within a designated pet area, a common area or a residential property within West Lake must be removed by the individual in attendance and disposed of in one of the community dog waste stations or in

their personal trash receptacle. Depositing pet feces in retention areas, storm drains or on other community property is prohibited.

9. Hillsborough County Ordinances require that all dogs and cats be vaccinated against rabies annually and all dogs shall wear a current County animal license tag.
10. Hillsborough County Animal Ordinance 00-26 as amended by 03-08 states that “Excluding public right-of-way on an owner’s private property, no DOG or CAT shall be allowed to stray, run or go, AT LARGE upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner.... the dog or cat shall be under the direct control of the owner or keeper...”
11. Hillsborough County Animal Ordinance also states that “No companion animal shall be allowed to unreasonably annoy humans, to endanger the life or health of other animals or persons acting lawfully, or to substantially interfere with the rights of others thereby interfering with the reasonable use and enjoyment of property. It shall be prima facie evidence of nuisance if a companion animal:
  - a. consistently and/or constantly makes excessive noise;
  - b. causes damage to or destruction of another’s property;
  - c. causes unsanitary, dangerous or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement; or
  - d. creates a pest, parasite or scavenger control problem which is not effectively treated.”
12. Hillsborough County Ordinances are enforced by Animal Services
  - a. Any pet which becomes dangerous or an annoyance or nuisance in the neighborhood or nearby property may be subject to removal from West Lake. Upon being given notice to remove the pet, the Owner must comply within forty-eight (48) hours. (A nuisance for purpose of this section shall follow those nuisances outlined in the Hillsborough County Ordinances.)

### **PORTABLE STORAGE/MOVING CONTAINERS**

1. Portable storage/moving containers (commonly known as PODS) or any similar units designed for the temporary storage or transportation of a resident's personal household goods must be located in the resident's own driveway for no more than 5 consecutive days.

2. Such containers may not be located on the streets, any Common Areas or Community Property or in designated fire or traffic lanes, and may not block public sidewalks or obstruct the access of other residents. Such containers may be located in a neighboring resident's driveway with the neighboring resident's prior written permission.
3. Use of such containers for commercial or home business storage or for a period in excess of 5 days is expressly prohibited. These containers shall not be used for long-term storage on-site. If longer-term storage is needed, please utilize an off-site storage facility. Under special circumstances, the Association may issue permits for time extensions and schedule variations, provided that permission is requested ahead of time.
4. After proper notification is given to the owner, the Association has the right to enter a property and have the container removed if the owner has failed to comply with these standards. All related costs to enforce these standards including administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property which will remain until paid in full together with all administrative, out-of-pocket and attorney's costs.

### **RECORDING OF MEETINGS BY MEMBERS**

1. Townhomes of West Lake Community Association, Inc. (the "Association") conducts an annual meeting of the Members, meetings of the Board of Directors of the Association, meetings of committees of the Association, and special meetings as necessary. Members have the right to tape record or video tape a meeting to the extent permissible under Section 720.306(10), Florida Statutes. Members are expected to adhere to, and the Association shall be entitled to enforce, the following policy at all annual meetings of the Members, meetings of the Board of Directors of the Association, meetings of committees of the Association, and special meetings. The Association shall have the authority to enforce this policy using any means available under the Governing Documents of the Association or applicable law.
2. Any Member may tape record or videotape annual meetings of the Members, meetings of the Board of Directors of the Association, meetings of committees of the Association, and special meetings, subject to the following restrictions:
  - a. The only audio and video equipment and devices which members are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.



- b. All audio and video equipment shall be assembled and placed in position at least fifteen (15) minutes in advance of the scheduled commencement of the meeting.
- c. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- d. No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting, and none of the equipment used for taping shall interfere with or obstruct any Member's or director's view of the meeting or ability to hear the meeting.
- e. Advance notice shall be given to the Board of Directors by advising the community association manager or the Secretary of Board of Directors in writing of a Member's intent to utilize any audio or video equipment. Said notice shall be received no later than one (1) business day prior to the date of the meeting. Upon receipt of the notice by the Community Manager or Secretary, the recipient of the notice should advise all Board members.
- f. Video or audio recordings of meetings of the board or of the Members cannot be released or distributed outside of the Association without the written consent of the board and any Member who appears in or was present at the meeting.
- g. There shall be no audio or video taping of meetings by a third party (non-Member) without a written request and written approval by the Board of Directors.

### **SECURITY CAMERA POLICY**

Security cameras are installed in two areas of the community, near the entrance/exit gate and on the pool cabana. The limited purpose of the cameras is to have a video archive of these areas for access control, to deter vandalism and other types of behavior that could result in damage to the community, and to provide video evidence in the event that any incident occurs that, in the judgment of a Board member, could potentially result in some type of liability for the Association. However, the cameras are not monitored and the Association has no duty to review the video data, unless an incident has occurred or as requested by law enforcement. Therefore, there are specifically no guarantees, warranties, or any type of representations being made, either express or implied, with regard to protection, safety or security, to any resident, guest, invitee, licensee, or anyone else using the common areas of the community. The video data from the cameras will be stored for thirty days and access to the video data will be limited to Board members, property managers, and legal counsel for the Association, and law enforcement personnel as necessary to investigate any accidents, other types of incidents, or possible crimes.

## **VEHICLES: MAINTENANCE, PARKING, STREET USAGE & TOWING**

[See Declaration Section 11.4]

**Note:** For purposes of these guidelines, the term vehicle shall include but not be limited to personal passenger vehicles, commercial vehicles of any kind, school buses, limousines, recreational vehicles, buses, tractors-trailers/semis (with or without trailer attached), portable storage containers (PODS/U-Pack/ABF) or similar moving containers (including trailers), boats, jet skis, boat trailers, house trailers, and trailers of every other type including, but not limited to horse trailers and utility trailers, motor homes, tractor trucks, campers, go carts, golf carts, motorcycles, motor scooters, trail bikes, all-terrain vehicles or any other related form of transportation devices.

### **Vehicles**

- No vehicles displaying commercial advertising (lettering, graphics or other commercial insignia) shall be parked within the public view with the exception of:
  - a. Vehicles used by a company that is providing a service to the common areas or a resident. These vehicles may only be parked within West Lake for the time that the service is being provided; or
  - b. such lettering, graphics or insignia is/are completely covered with a magnetic or other type covering of the same color as the vehicle.
- Commercial vehicles used in business for the purpose of transporting goods, equipment and the like shall only be allowed to be parked inside of the home's garage and may not be parked within the public view. The only exception is a service provider while providing a service to the common areas or a Member's residence and these vehicles may not remain parked within West Lake overnight.
- No vehicle displaying racks, hooks, tool boxes, beacon lights or ladders may be parked within West Lake except by a service provider while providing a service to the common areas or a resident. These vehicles may not remain parked within West Lake overnight unless parked within the Home's garage. Bicycle racks, ski racks, surfboard racks or other racks for recreational or temporary vacation use are acceptable.
- The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non-commercial" vehicles such as half ton to 1 ton pick-up trucks, vans, or cars if they are used by the resident on a daily basis for normal transportation and do not have lettering, graphics, beacon lights or other commercial insignia on them.
- For any resident who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the home.

- These provisions shall not apply to construction vehicles in connection with the construction, improvement, installation or repair by developer or builders of homes, common areas or any other West Lake facility.
- No vehicle which cannot operate on its own power or which does not have a current license plate or valid registration shall remain in West Lake for more than forty-eight (48) hours, except in the garage of a Home.
- No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed be stored or parked outside of a garage within West Lake.
- No covers of any kind (tarpaulins, plastic, shrink wrap, etc.) on vehicles shall be permitted anywhere within the public view.
- No vehicles bearing a “for sale” sign or any other type of commercial offering (lease, rent, car sharing) shall be parked within the public view anywhere within West Lake.

### **Maintenance**

- Except in the garage of a Home, no maintenance or repair, except emergency repair (locksmith, tire replacement, broken window replacement) shall be made within West Lake nor shall vehicle repair equipment (mechanic lifts, transmission pullers, etc.) be stored or operated in the public view.

### **Registration**

- Residents are required to register their vehicles with the Management Company by completing the Resident Parking Pass Request form and providing copies of valid registration and valid driver’s license. Tenants must also provide a copy of their active lease. When a lease from a new tenant is presented, all previous stickers associated with that unit will be voided. The Resident will attach the Vehicle Identification Sticker to the windshield on the lower front passenger side of each registered vehicle. Residents on end units are entitled up to four (4) Resident Parking Passes and Residents that own any other unit are entitled up to two (2) Resident Parking Passes.
- Within seven days after acquiring a new vehicle, the resident must contact the Management Company to register the new vehicle and to void the previous sticker if a registered vehicle was sold or traded.
- Vehicles attempting to use inactive stickers or faked stickers will be towed. Inactive stickers are those of former Residents or belong to cars that a Resident has sold, traded, donated or similarly disposed of.

### **Parking**

- There are a limited number of parking spaces within West Lake and are shared resources for the community. The parking spaces are marked as 'Resident' or 'Guest'.
- No commercial vehicle, limousines, school bus, recreational vehicle, boat, trailer, including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept or parked within West Lake except in the garage of a Home.
- No vehicles of any nature shall be parked or driven upon on any portion of West Lake or a lot except on the surfaced parking area thereof. This includes sidewalks and grass. Attempts to park diagonally or perpendicular to the streets cause damage to landscape, grass, sprinkler system components, drains, utility conduit, boxes and other systems. Residents may be charged for damage by leaving the paved areas of West Lake or a lot therein.
- Vehicles must be parked in the garage or driveway, with all wheels forward of the sidewalk, or in one of the common area spaces. Those units with driveways shorter than 17 feet may have a vehicle extend up to 17 feet from their garage door.
- No parking or standing of vehicles on streets, sidewalks, drainage areas between the sidewalk and pavement, or grass (this also includes the entire length of Fox Sparrow from the community to Sheldon Road) except for loading/unloading.
  - To facilitate students catching the school buses, parking on the south side of Fox Sparrow outside the gate is allowed, except for the last 150 feet prior to the intersection at Sheldon which is a No Parking zone. The area is well marked with No Parking signs. The double yellow line also provides a visual indication of the No Parking area. No cars are to be parked on the north side of the road. Failure to comply with this rule could result in a collision between cars turning from Sheldon onto Fox Sparrow and cars exiting Fox Sparrow that are forced to pass these parked cars in the middle of the road or in the wrong lane.
  - Delivery service providers making quick stops, service providers with vehicles that are oversized (cannot fit on a driveway AND are required to be parked near the home to provide service (pest control, carpet cleaning, etc.) will be exempt. It is the resident's responsibility to insure the contractor's vehicle is not on the flat concrete curb next to the pavement, on a sidewalk, on grass, in the drainage areas between sidewalks and pavement or blocking access to or egress from any driveway or parking space.
- Residents with a parking pass may park in any parking spot on a first-come, first serve basis. A Residence (Household Unit) may only use one Resident parking space at any given time.

- Guests may only park in parking spots marked 'Guest'. There is no guarantee there will be enough parking for events at a Resident home, so it is up to the Resident to make sure their Guests know the rules and have alternate plans should there be inadequate parking.
- No car will be parked for more than 48 hours in either a 'Resident' or 'Guest' parking space.
- The space marked "Mail" is for use by the mail person when delivering mail, but residents may use it to pick up mail. There is a 5 minute time limit for use of this parking space.

### **Street Usage**

- Streets within West Lake are owned by the Association. Street parking is prohibited. Street parking is dangerous to everyone because it can block access for emergency vehicles and hide pets and children at play from view of on-coming traffic thus creating the possibility for serious accidents.
- Mopeds, motorized scooters and mini cycles are prohibited from being operated on the sidewalks or streets within West Lake while under engine power. This guideline follows Florida Statute 322.03 which does not allow these vehicles to be operated on sidewalks and public streets.
- Streets are intended for the use of motor vehicles only. Playing games or congregating on the streets is not permitted. This creates a hazard for drivers and those who are using the streets inappropriately.

### **Towing**

- Section 11.4.4 of the Declaration of Covenants grants the Association the right to tow vehicles that are parked in violation of the Declaration or rules and regulations of the Association. A regulation towing sign has been posted at the entrance of the community in compliance with Florida Statutes 715.
- Any car in violation of the parking guidelines will be subject to having their vehicle towed at their sole expense if the vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation in the preceding fourteen (14) day period with the following exception:
  - Cars parked on the street will be towed with no notice

- The Association also has the right to tow vehicles from an Owner's lot if in violation and proper notification has been given to the Owner.

## **VOLUNTEER STANDARD OF CONDUCT AND RESPONSIBILITIES**

Volunteers of Townhomes of West Lake Community Association, Inc. (Association) must demonstrate by their example the highest standards of ethical conduct, to the end that the General Membership of the Association may justifiably have trust and confidence in the integrity of the Association. Volunteers shall serve as a Member of an Association committee or Board of Directors for the benefit of the Association, shall recognize that the Association's interest is their primary concern, and shall faithfully discharge the duties of their position to the best of their abilities and regardless of personal considerations.

### **Conflicts of Interest**

No Volunteer shall:

1. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can be reasonably inferred that the gift is intended to influence him/her in the performance of his/her committee duties.
2. Disclose confidential information gained by reason of his/her position or such information for the personal gain or benefit of anyone.
3. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or which may tend to impair his/her independence of judgment in the performance of his/her Board and/or committee duties.
4. Represent private interests in any action or proceeding against the interests of the Association.
5. Vote on any question before the Board and/or committee affecting his/her financial interests or that of his/her employer, business, or professional affairs or that of his/her immediate family, provided nothing shall preclude him/her from participating in any discussion on the question, unless a majority of the committee present and voting decides to exclude him/her from the discussion.

### **Disclosure of Interest**

1. Any Volunteer who acquires such interest as may reasonably tend to create a conflict with the Association interest will make full disclosure in writing to the Chairman of the committee or Board at such time as any conflict becomes apparent. Any Volunteer, who knows that he/she has a personal or private interest, direct or indirect, in any proposal before the committee, will disclose such interest

in writing to the committee or Board. Such disclosure will be made a matter of record prior to the taking of any vote on such proposal and the Volunteer with the interest shall not vote on the proposal.

### **Fair and Equal Treatment**

1. No Volunteer will use his/her position to secure or grant special consideration, treatment, advantage, privilege or exemption to himself/herself or any person beyond that which is available to every other Association Member.
2. No Volunteer will use his/her position to make promises or threats to Association Members.

### **Code of Conduct**

Each volunteer must complete a Volunteer Information Form and sign the Volunteer Code of Conduct form. Both forms are located on the website and are also available from the Management Company.

## **RECREATIONAL FACILITIES RULES & REGULATIONS**

### **Introduction**

The Board of Directors for Townhomes of West Lake has adopted these Rules and Regulations for the safety and security of the Association and its Members. The Board may modify these Rules and Regulations from time to time as needed.

Violations of the Rules and Regulations are subject to verbal warnings, written warnings, suspension and further actions taken as outlined in the Rules and Regulations, and deemed appropriate by the Board.

For the purpose of this document, Management shall be defined as a representative of the Management Company or a member of the Association's Board of Directors.

### **Conduct Code**

Management, staff, fellow Members and guests are to be treated in a courteous and considerate manner. Improper conduct, obscenities, verbal or physical threats by Members and/or guests will not be tolerated anywhere within the Recreational Facilities. Actions by any person of any nature which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members are responsible for family, guests and their invitees. All Members are expected to conduct themselves properly with due consideration for each other and for fellow Members, guests and Management. The Board of Directors has the authority to

discipline, within the Rules and Regulations, any person for conduct which in their opinion, tends to endanger the welfare, interest or character of the Association, as well as for the violations of the specific Rules and Regulations of the Association.

Management has the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct, which serves to harass or annoy other persons using the Recreational Facilities. At the discretion of Management dealing with the situation, the assistance of the local law enforcement agency may be sought to maintain order. A copy of the official law enforcement report of the incident shall be obtained and delivered to the Board within five (5) business days.

Any person who verbally threatens the physical well-being of another person or who engages in behavior that may be dangerous, create a health or safety problem, create a health or safety problem, create a hostile environment, or otherwise disturb others and cause them to fear for their physical well-being may be reported to the local law enforcement agency.

Anyone who observes a violation of these Rules and Regulations shall bring the matter to the attention of Management. Members are discouraged from trying to enforce the Rules and Regulations on their own.

Should the Association choose to contract for pool monitoring services, no Member shall reprimand or harass the pool monitor ("Staff"). All complaints regarding services rendered by Staff must be made to the Board of Directors or the Community Manager. Members shall not engage or direct Staff on any private business, nor shall any Staff member be used for the individual benefit of the Member, nor shall any Member direct, supervise, or in any manner attempt to assert control over any such Staff members.

### **Use of Recreational Facilities**

Recreational Facilities are for the use of Members, their families, guests and invitees only. Management and/or Staff may ask to inspect proper identification and those persons not showing it may be required to leave.

All Recreational Facilities are used at the risk and responsibility of the user and the user shall hold the Association harmless from damage or claims by virtue of such use.

### **Swimming Pool Facility (pool, deck, cabana)**

1. The pool is open from 7:00 AM until dusk.
2. Lifeguards will not be present at the pool. All persons using the pool do so at their own risk. As such, any person under 14 years of age must be accompanied by adult over 18 years from owner or resident family.
3. Each home is allowed to have up to five (5) guests at one time.



4. Members may use the Recreational Facilities as follows:
  - a. Key fobs are for the use of the Members only.
  - b. Key fobs must be readily available to Staff (if any) when using the pool.
  - c. When key fobs are used, the system registers your name and time of entry.
  - d. Key fobs are the responsibility of the Owner. If misplaced or lost, please contact the management company immediately so that the key fob can be deactivated.
  - e. Replacement key fobs can be issued at cost to replace as well as mailing fee.
  - f. When applying for a key fob, State issued identification must be presented (i.e. driver's license, passport). Tenants must also provide a copy of their lease.
  - g. Skateboarding or use of similar equipment will not be permitted anywhere on the Recreational Facilities.
  - h. Wet bathing suits are not allowed to be worn inside the Cabana meeting room.
  - i. Profanity and bullying will not be tolerated.
  - j. No vandalizing of Recreational Facilities
  - k. Swimming, fishing and boating will not be allowed on any stormwater ponds.
  - l. Diving or flips into the swimming pool will not be allowed.
  - m. No fighting.
  - n. Except as permitted under Florida law, no firearms or weapons (as defined in Chapter 790, Florida Statutes) are permitted on the properties.
  - o. With the exception of a community sponsored event where alcoholic beverages are permitted, Members or guests may not bring or consume alcoholic beverages within the Recreational Facilities. Florida law prohibits the consumption of alcohol by anyone under the age of 21.
  - p. Illegal drugs and paraphernalia are prohibited.

- q. Climbing gates, fences, or gaining access to the Recreational Facilities through non-traditional or unorthodox means is not allowed.
- r. Community property may not be removed from the storage areas, meeting room, cabana or swimming pool area without written consent of the Board of Directors or the Association Manager.
- s. Anyone damaging community property of Recreational Facilities must reimburse the Association for all costs associated with its repair or replacement. Members are responsible for damages caused by their family, guests and invitees.
- t. Smoking is prohibited at the swimming pool, meeting room, restrooms and cabana.
- u. The Association has the right to close any Recreational Facility. Any Recreational Facility closed by the Association shall not be used in any manner until it is reopened.
- v. All instructors are independent contractors that must be approved, certified, and insured.
- w. Per Florida Administrative Code Section 64E-9.004(4), food and beverages are prohibited in the pool and on the pool wet deck area; animals and glass containers are prohibited within the fenced pool area.
- x. Maximum bather load is 33 persons. All persons using the pool shall obey the capacity requirements posted, which are defined by Hillsborough County and the State of Florida.
- y. Proper swimming attire must be worn while using the pool (Bathing suits only).
- z. No smoking is allowed within the fenced and gated area of the Pool Facility.
- aa. Incontinent persons, including children who are not toilet-trained, must wear swim diapers or other protective pants designed for use in a swimming environment when using the pool.
- bb. Small flotation devices swim aids and water aerobics equipment are permitted in the pool.
- cc. No running or rough housing is allowed in the swimming pool facility.
- dd. No animals, with the exception of service animals as defined by FL law, are allowed within the cabana, meeting room, restrooms, pool deck or pool.

Emotional support animals are not considered service animals. No animals are allowed on the pool deck or in the pool.

- ee. Radios and/or “boom boxes” may not be played at the pool. All portable electronic devices are allowed if headphones are used.
- ff. No profanity and/or disruptive behaviors, loud noise, running, jumping, diving, flips or boisterous activity is permitted in the Pool Facilities.
- gg. Pool furniture shall not be removed from the pool deck area or placed in the swimming pool.
- hh. The Pool Facility cannot be rented for parties or other group functions.
- ii. Any person swimming after the Pool Facilities are closed may be suspended from the Pool Facilities for the remainder of the year and is subject to trespassing charges.
- jj. Call 911 in the event of an emergency.
- kk. The Pool Facilities will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning, or when instructed to do so by Management.

### **Violation of Rules and Regulations**

All persons using or entering the Recreational Facilities are responsible for compliance with, and shall comply with, the Rules and Regulations established for the safe operations of the Recreational Facilities.

The Board shall have the right to restrict, suspend, or terminate the privileges of any person to use the Recreational Facilities for any of the following behavior:

1. Permitting the unauthorized use of a key fob;
2. Exhibiting unsatisfactory behavior or appearance;
3. Failing to pay amounts owed to the Association in a proper and timely manner;
4. Treating Management, Staff, contractors, other representatives, other Members or guests in an unreasonable or abusive manner;
5. Damaging or destroying Association, property; or

6. Engaging in conduct that is improper or likely to endanger the health, safety, or welfare of the Association, Board, Management, Staff, contractors, other representatives, other Members or guests.

Suspension or termination of use rights does not relieve the Member from payment of assessments related to the Recreational Facilities.

## **THE EMERGENCY PREPAREDNESS PLAN**

### **Objectives:**

The guidelines will establish an organization of leadership and assign responsibilities to various leadership positions. The guidelines include checklists to assist in implementing the emergency plan and a form to be completed that will list information for the communities' contacts.

The objectives of the plan are to:

1. Protect the well-being of the community's residents
2. Minimize the loss of community owned property
3. Facilitate timely recovery of community functions
4. Minimize the critical decisions to be made in a time of crisis.

### **Introduction:**

The purpose of this Emergency Preparedness Plan is to create guidelines for use in an emergency situation that might occur. These guidelines are designed to assist in preparation, mitigation, response and recovery from an emergency event. It has been prepared from various sources of information and is by no means complete and/or comprehensive. These guidelines will evolve as the plans are reviewed and revised annually in order to integrate the best available information. The guidelines as presented cover the following situations:

1. Crime
2. Fire or Bomb Threat
3. Floods
4. Hazardous Materials
5. Hurricanes and Tropical Storms
6. Power Failures of Extended Lengths
7. Tornadoes and Storm Events

In an emergency where life or health is in danger, property is on fire, a bomb threat has been received or there is a hazardous material spill, calling 911 should always be the first action.

## **THE EMERGENCY RESPONSE TEAM AND EMERGENCY PROCEDURES MANUAL**

The Community Manager and the Board of Directors and other persons as the Board may designate will be the Emergency Response Team (ERT). The ERT should review the community's emergency preparedness plan on an annual basis and adjust as needed. The manager should provide for any necessary training for the ERT to ensure that the team is knowledgeable of how to perform their duties.

An Emergency Procedures Manual for ERT members will be created. It will contain the following information:

1. The guidelines to be followed in the named emergencies
2. Assignment of duties in implementing the emergency plans. Any and all information the ERT or manager might need in the event an emergency occurs
3. An up-to-date list of vendors that might be needed for clean-up and repairs, to include contact information and services they provide Insurance information and contact information for agent
4. ERT member contact information
5. Emergency contact numbers (i.e. Sheriff's office, Fire Dept., etc.)
6. Steps for restoring the property after the emergency

### **Crime**

1. The Association's annual budget should provide for funding of events and publications that will foster community awareness.
2. Residents should be encouraged to report any suspicious activity to the local law enforcement and to alert the ERT. Based upon the incident being reported, the

ERT may communicate warnings web-site and/or e-mail alerts and/or published flyers or newsletters.

3. Respond to graffiti and vandalism quickly – do not let evidence linger in order to discourage others from copying the crime.

## **Fire and Bomb**

Evacuations in response to fire and/or potential explosive devices will be at the direction of Fire and Rescue and Police staff (rescue responders) on the scene. If it is necessary for the residents to evacuate a home or the community, they will follow the instruction provided by the rescue responders. Once it is determined to be safe for residents to re-enter the community or home, they will be informed by the rescue responders on-site or by public announcement.

Protective measures that the ERT can perform are:

1. Professional inspections of fire hydrant equipment on an annual basis.
2. Ensure that ingress/egress access gates are functioning properly by having a professional perform routine inspections and preventative maintenance

## **Floods**

The ERT should be aware of the community's location and determine if it lies within a flood zone. When public notice is given that there may be flooding in the area, the following actions should be taken:

1. Have all back-flow valves and storm drains checked and any blockage cleared
2. Identify any electrical equipment (i.e. motors, switches, etc.) that can be deactivated and relocate to a safer area
3. Residents should evacuate as directed by public officials notice
4. After the flood waters have receded:
5. Secure the site and survey the damage
6. Evaluate and address all safety hazards (i.e. live wires, leaking gas, flammable liquids, etc.)
7. Have electrician verify safety of electrical components before re-energizing
8. Once the site is deemed "safe", have contractors begin clean-up and repairs

9. Contact utility companies for information about access to gas and electrical services
10. Photograph all damage and contact insurance company
11. Take steps to perform temporary repairs to mitigate the damage
12. Begin salvage and cleaning operations immediately

### **Hazardous Material Leaks and Spills**

In instances where there is a spill/release of hazardous materials, evacuations will be limited to the geographic area and adequate safety zones affected by the substance. Residents will be informed of such an event by public announcements on radio and television or by the Fire or Police Department that responds to the emergency. Residents will be notified in the same manner when it is safe to return to their homes.

Service providers for residents and the community association often bring hazardous materials such as pesticides, chlorine and other chemicals into the community as they service their customers. Should a spill or release occur, witnesses should immediately contact the Fire Department and request a hazmat team to respond. Hazardous material incidents may result in contamination of air, water and/or soil. The hazmat team will clean the area as required by governmental regulations. The hazmat team will decide if and when an evacuation is necessary and make specific announcements regarding evacuation, when it is safe to return and if any special precautions need to be taken.

### **Hurricanes and Tropical Storms**

Hurricane season is from June first (1<sup>st</sup>) through November thirtieth (30<sup>th</sup>). The National Weather Service issues hurricane and tropical storm watches and warnings. A watch means that hurricane conditions or tropical storm conditions are possible but not imminent. At the time that the National Weather Service issues a hurricane or tropical storm warning, an emergency condition should be declared. At this time, there is approximately 24-36 hours to prepare. The ERT leader has the authority to implement the Emergency Preparedness Plan.

#### **At the beginning of hurricane season, the following should be done:**

1. Identify all critical areas of the community and be sure that someone is trained on shutdown procedures and authorized to implement them.
2. Update and publish all contact information for the ERT members, civil authorities, etc.
3. Arrange for an off-site emergency communications center

4. Arrange with contractors for supplies and repairs after the storm
5. Inspect all fire protection equipment
6. Identify and consider removal of trees that could fall and cause damage to buildings, power lines, equipment, etc.
7. Plan for site security after the storm

**Once a Hurricane or Tropical Storm warning has been issued, the following procedures should be implemented:**

1. Locate and secure any loose furnishings or equipment that may be on the grounds. Examples include lawn furniture, trash cans, pool equipment, etc.
2. Preparation for windstorm related flooding should be implemented
3. Clean drains and catch basins
4. Shut down all non-critical and nonessential electrical equipment
5. Brace and/or anchor all outdoor signs
6. Remove all debris and relocate all nonessential equipment to a safe indoor location
7. Residents should evacuate the community as directed by Fire and Police Departments

**After the storm, the ERT should act quickly to:**

1. Secure the site and survey any damage that may have been done
2. Evaluate and address all safety hazards
3. Inspect for compromised electrical systems and fire protection systems and arrange repairs if necessary
4. Document damages with photos and contact insurance company
5. Contact contractors to begin repairs
6. Implement temporary repairs to mitigate damages until permanent repairs can be made

**Power Failures of Extended Length**



Electrical failures occur for various reasons such as grid failures, fire or accidents. Following a storm event, there may also be power failures of extended length. It is important that plenty of emergency lighting is on hand – preferably battery powered. In the event of a prolonged power outage:

1. ERT should determine the extent of the outage (one street or whole community, etc.) and notify the electrical provider
2. An alert for downed power lines
3. If the power outage affects the community's lift station, notify residents that they should not flush toilets or use water unnecessarily as this may cause potential sewer back ups
4. If the electrical provider indicates that the outage will last for an extended period, shut down electrical equipment in order to protect it from a power surge at the time the power is restored
5. In instances of extended power outages, Residents should be advised not to flush their toilets since this can cause back-up of sewage into the homes and streets.

After the power has been restored, the ERT should turn on electrical equipment and determine if there is property damage. Timers for the irrigation system and access gates may require resetting.

### **Tornadoes and Other Storm Events**

Tornadoes and thunder storm events occur with little, if any, warning and often in conjunction with one another. After the tornado or storm event has passed, the ERT should:

1. Search for injured persons
2. Contact emergency agencies as necessary
3. Inspect property and note hazards, damage and repairs needed
4. Take photos of any damages and notify the insurance company
5. Contact vendors to implement necessary repairs

All residents of West Lake are encouraged to create an Emergency Procedures Manual for their home and should review this manual often with each occupant of the home. Suggested information that should be maintained in the homeowner's manual are:

1. General description and photos of home and contents

2. List of the home's safety features, including their location and how to operate them (i.e., fire extinguishers)
3. Building system information (i.e. location of water shut-off valves, and power shut off, etc.)
4. An up-to-date list of all vendors that might be needed for clean-up and repairs, to include contact information and services they provide
5. Insurance information and contact information for agent
6. List of any hazardous materials stored on the property
7. ERT contact information
8. Emergency contact numbers
9. Location of local emergency shelters and directions to the shelter. Location of nearest emergency shelter that accept pets. Location of nearest emergency shelter that can accommodate special needs of evacuees.
10. Map of and/or directions for evacuation routes in case of mandatory evacuation.
11. Although these guidelines were created for the ERT, most items will apply and can be adapted to a resident's Emergency Procedures Manual

**TOWNHOMES OF WEST LAKE  
COMMUNITY ASSOCIATION, INC.**

**BOOK OF STANDARDS FOR COMMUNITY LIVING**

**COMMITTEE CHARTERS**

## **ARCHITECTURAL CONTROL COMMITTEE CHARTER RESOLUTION**

**WHEREAS**, Section 18 of the Community Declaration for Townhomes of West Lake provides for the creation of an Architectural Control Committee as a standing committee of the Association, and

**WHEREAS**, it is in the best interest of the homeowners and the Townhomes of West Lake Community Association to have a committee to assist in establishing and enforcing community standards and reviewing and deciding upon architectural change requests, and

**WHEREAS**, the Board of Directors has identified the need for such a committee;

**NOW THEREFORE LET IT BE RESOLVED**, that the Board of Directors of the Association does establish by this resolution an Architectural Control Committee as a standing committee of the Association. This resolution does not prohibit the Board from assuming the duties of the Architectural Control Committee and deciding not to establish a separate committee.

### **ARTICLE I DUTIES AND FUNCTIONS OF THE COMMITTEE**

1. Purpose of the Architectural Control Committee (ACC) is to provide assistance in establishing and enforcing community standards and reviewing and deciding upon change requests, in the realm of the Association's architectural scheme.
2. Nominate and elect a chairperson, vice-chairperson and secretary. The names of the persons elected to such offices shall be presented to the Board of Directors for final confirmation.
3. Periodically review standards and guidelines for adequacy and application and present recommendations to the Board of Directors for approval.
4. Be alert to architectural problems shared by members and seek a solution to these problems.
5. Prepare articles for the community newsletter in accordance with the instructions of the Board of Directors.
6. Prepare and present to the Board of Directors comprehensive and complete minutes of all committee meetings.
7. The committee shall consist of at least three (3) members. One (1) as chairperson, one (1) as vice-chairperson and one (1) as secretary to the committee.
8. The committee shall meet monthly; however, in any case shall meet as often as necessary to complete its assigned responsibilities, including voting on any architectural applications.
9. Committee chairperson or his/her alternate shall attend all committee meetings and Board of Directors meeting.
10. A committee member shall be considered inactive when, without good cause, fails to attend three (3) consecutive meetings.

11. All committee members shall act with the best interest of the homeowners and Association in mind. Personal "missions" or "vendettas" will not be tolerated.
12. The committee shall act on a consensus basis. In the case of a split decision, the chairperson will act as the deciding vote.
13. All committee members shall keep in mind they have been appointed to serve the community, not to act as "police" of the community.
14. Committee members shall bring serious issues to the attention of the committee, Community Manager and/or Board of Directors.
15. When a committee member submits an application for review, they shall abstain from discussion and voting on their application.
16. All issues discussed are considered confidential and are not to be discussed outside the realm of the meeting.
17. The committee shall comply with the Board of Directors Resolution "Volunteer Standards of Conduct and Responsibilities".

## **ARTICLE II DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS**

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: chairperson, vice-chairperson and secretary. Their respective duties and responsibilities are outlined below.

### Chairperson:

1. Shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
3. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

### Vice-Chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.

4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.
6. In the absence of the chairpersons, shall forward all reviewed applications.

Prospective Committee Members:

1. The prospective committee member shall attend two (2) consecutive committee meetings, which is considered a probationary period.
2. The prospective member shall have no vote in committee decisions prior to the completion of his /her probation period.
3. At the conclusion of the probation period, the prospective members name will be submitted to the Board of Directors for appointment to the committee.
4. When a prospective member submits an application for review, they shall abstain from discussion and voting on the application.

## **COMMUNITY SPIRIT COMMITTEE CHARTER RESOLUTION**

**WHEREAS**, Section 9 of the Bylaws for Townhomes of West Lake Community Association provides for the creation of committees as deemed appropriate by the Board of Directors; and

**WHEREAS**, the Board of Directors has identified the need to create a Community Spirit Committee within Townhomes of West Lake,

**NOW THEREFORE**, the Community Spirit Committee shall be created for the purpose as stated below and to work within the parameters as described in this charter.

The purpose of the committee is to foster a sense of community within Townhomes of West Lake. This is accomplished through communications (newsletter and web-site) and community wide events such as holiday parties and other socials, community garage sales, Community Beautification Day, block parties and contests.

This committee will serve as an advisory committee to the Board of Directors and shall consist of three to fifteen residents. A member of the Board of Directors shall be designated to approve all communications prior to distribution to the community. All community activities must have the approval of the Board prior to implementation.

The Committee shall hold meetings no less than bi-monthly. There shall be a Chairman and a Recording Secretary. The Recording Secretary for the Committee shall take minutes of the meeting and provide a copy to the Board of Directors and Management within five days of the meeting.

A written report of all activities and recommendations will be provided to the Board one week prior to the regularly scheduled Board of Directors meeting. A Committee Member will be in attendance at the Board meeting to provide information to the Board as requested.

All newsletters must receive prior approval from the designated member of the Board of Directors before any printing or distribution occurs.

If the community has a website, the Committee will provide updates to the website as required by the Board of Directors or Management. The Board of Directors shall select a webmaster. The webmaster shall check in with the Manager at least monthly to inquire about updates needed on the website. No postings may be made to the website without written copy approval signed by the designated Board member or management.

All meetings of the committee shall be open for any member of the Association to attend. Guests at a meeting shall not have a vote on business being conducted nor shall they interrupt the business meeting procedures in any way. The Committee Chairman may invite comments from guests at the meeting but the committee will not be required to take an action on any comments made.

## **ESSENTIAL FUNCTIONS:**

1. Develop an overall communications plan to inform residents of current community happenings, archive important information on the website, and ensure that those desiring information understand how to find it.
2. Be a member of the Emergency Management Team.
3. Produce a newsletter that will be distributed on a basis as determined by the Board and Committee jointly.
4. Determine if advertising to offset copy costs is appropriate and make recommendations to the Board on amount to be charged for advertisements. The committee will be responsible for securing advertisements for the newsletter.
5. Determine methods of facilitating community spirit, unity, etc. and once approved implement.
6. Determine methods of presenting the West Lake community in a positive light throughout the local community and Hillsborough County.
7. Plan and publish the annual calendar of events which should include regularly scheduled Board and Committee meetings, special community events, annual meetings, etc.
8. Assist management in the development of a bi-annual member satisfaction survey.
9. Plan and implement community wide events such as socials and community garage sales. In most cases the events shall be self-sustaining.
10. Welcome all new residents to the community.
11. Perform any other responsibilities as may be assigned from time to time by the Board of Directors.

## **KNOWLEDGE, SKILLS AND ABILITIES:**

1. Ability to be creative, plan events and encourage people to attend the events.
2. Ability to communicate effectively in verbal and written formats.
3. Ability to work as a team player and contribute to a process that protects and enhances the community as a whole.

## **DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS:**

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: Chairperson, Vice-chairperson, Treasurer and Secretary. Their respective duties and responsibilities are outlined below.

### Chairperson:

1. Shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager.



3. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
4. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

Vice-Chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Treasurer:

1. Shall be responsible for keeping an accurate accounting of expenses income using an Excel Spreadsheet.
2. Shall keep a copy of all receipts and deposits of funds spent for events and communication activities for the committee records.
3. Shall provide all original receipts to the Community Manager as documentation for association records.
4. Shall provide a financial report to the committee members, Community Manager and/or Board of Directors at each meeting of the committee or at the request of the Community Manager.
5. Following adopted procedures, shall request funds from the Community Manager and provide backup documentation (receipts) for all funds expended on committee events and communications.
6. Shall deposit any funds remaining from a planned event or profits from an event with the Community Manager and obtain a receipt for the deposited funds. This receipt shall be kept as a part of the Treasurer's files.
7. Shall assist in keeping the committee within their budget for each planned activity.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.

4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.

**INDEMNIFICATION:**

Any member of this Committee, determined by the Board of Directors to be acting within the authority defined in this charter, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding brought by a member of the Association by reason of his/her being a member of this Committee.

## **COVENANTS ENFORCEMENT COMMITTEE CHARTER**

**WHEREAS**, Section 19.6 of the Community Declaration for Townhomes of West Lake Community Association and Florida Statutes Chapter 720 have provided the Association with the power to enforce the Association's governing documents by levying reasonable fines against a Member for any violation of the Bylaws; the Declaration and the adopted Rules and Regulations of the Association, committed by such Member or any occupant of the Home owned by the Member, and

**WHEREAS**, Section 9 of the Bylaws of Townhomes of West Lake Community Association allows for the Board of Directors to appoint committees as may be deemed appropriate to carry out the purpose of the Association,

**NOW, THEREFORE, LET IT BE RESOLVED THAT** a Covenants Enforcement Committee (Committee) will be created consisting of three (3) to five (5) Members of the Association who are not officers, directors or employees of the Townhomes of West Lake Community Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association and that the published Covenant's Enforcement Policy will be adopted and adhered to:

### **DUTIES AND FUNCTIONS OF THE COMMITTEE:**

The Committee shall consist of three to five members who will be trained in the hearing process. This committee will be a standing Committee of the Board of Directors with specific delegated authority. The Committee's primary purpose is to conduct hearings and render decisions regarding the issuance of citations and imposition of penalties for violations of the Association's Covenants and Rules and Regulations and to do so consistently and impartially.

1. The Committee shall follow the Covenant Enforcement Policy as adopted by the Board of Directors and listed elsewhere in this Document.
2. Committee Members shall review all information provided by Community Manager concerning the issuance of citation and if appropriate, visually review the violation on the resident's property prior to the meeting.
3. Listen attentively and with an open mind to residents who appear before the committee.
4. At conclusion of hearing, render written decision either upholding or rejecting the original citation and accompanying penalty. Deliver opinion to Community Manager.
5. The Committee Members shall hold all information regarding violations and hearings in confidence and shall not discuss with anyone who is not a Committee Member and shall not discuss information outside the meeting.

6. The Committee shall make any recommendations to amend or modify the Association's recorded documents to the Board of Directors.
7. Any policies, rules or regulations that the Committee feels are not clearly defined will be reported to the Board of Directors as soon as possible. This includes recommendations for new rules or additional policies that may need to be considered.
8. The Committee shall perform any other responsibilities as may be assigned from time to time by the Board of Directors.

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

1. Ability to listen and logically decipher the facts.
2. Ability to interpret Rules and Regulations on a consistent basis.
3. Ability to communicate effectively in verbal and written formats.
4. Ability to work as a team player and contribute to a process that protects and enhances the community as a whole.
5. Committee members may not be related to any Board member.

#### **DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS:**

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: chairperson, vice-chairperson and secretary. Their respective duties and responsibilities are outlined below.

##### Chairperson:

1. Shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
3. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

##### Vice-chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.

3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.

**INDEMNIFICATION:**

Any member of this Committee, determined by the Board of Directors to be acting within the authority defined in this charter, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding brought by a member of the Association by reason of his/her being a member of this Committee.

## **GROUNDS COMMITTEE CHARTER RESOLUTION**

**WHEREAS**, Section 9 of the Bylaws for Townhomes of West Lake Community Association provides for the creation of committees as deemed appropriate by the Board of Directors; and

**WHEREAS**, the Board of Directors has identified the need to create a Grounds Committee within Townhomes of Westlake,

**NOW, THEREFORE, LET IT BE RESOLVED THAT** the Grounds Committee shall be created for the purpose as stated below and to work within the parameters as described in this charter.

The purpose of the committee will consist of three to five residents who will work in an advisory capacity to the Board of Directors and manager on matters relating to landscaping, ponds and common elements within the community.

The Committee shall hold meetings no less than quarterly. There shall be a Chairman and a Recording Secretary. The Recording Secretary for the Committee shall take minutes of the meeting and provide a copy to the Board of Directors and Management within five days of the meeting.

A written report of all activities and recommendations will be provided to the Board one week prior to the regularly scheduled Board of Directors meeting. A Committee Member will be in attendance at the Board meeting to provide information to the Board as requested.

All meetings of the committee shall be open for any member of the Association to attend. Guests at a meeting shall not have a vote on business being conducted nor shall they interrupt the business meeting procedures in any way. The Committee Chairman may invite comments from guests at the meeting but the committee will not be required to take an action on any comments made.

### **ARTICLE I DUTIES AND FUNCTIONS OF THE COMMITTEE**

1. Create a plan for enhancement for landscape beds, irrigation, ponds and common elements. This plan will be provided to the Board of Directors for consideration.
2. Conduct routine landscape reviews with landscape maintenance contractor. This should be done no less than bi-monthly. If a committee member is not available to do a landscape walk with the maintenance contractor, a report of concerns and photo backup will be emailed to the contractor for his comments. Manager will be copied on all correspondence.
3. Assist management in drafting bid specifications for maintenance of landscaping, ponds and other grounds related service contracts as needed.

4. Work with management in obtaining quotes for grounds related services. Once quotes are obtained, review and make recommendations to the Board of Directors for consideration.
5. Assist Spirit Committee in planning and implementing a Community Beautification Day.
6. Provide articles for newsletter.
7. Perform any other responsibilities as may be assigned from time to time by the Board of Directors.

#### **KNOWLEDGE, SKILLS AND ABILITIES:**

1. Ability to complete on-site reviews of landscape beds, ponds and other common elements. Some walking on uneven ground may be necessary.
2. Knowledge of or willingness to learn best practices for landscape and pond maintenance.
3. Ability to communicate effectively in verbal and written formats.
4. Ability to work as a team player and contribute to a process that protects and enhances the community as a whole.

### **ARTICLE II DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS**

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: Chairperson, Vice-chairperson, and Secretary. Their respective duties and responsibilities are outlined below.

#### Chairperson:

1. Shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
4. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

#### Vice-Chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.

2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

**Secretary:**

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.

**INDEMNIFICATION:**

Any member of this Committee, determined by the Board of Directors to be acting within the authority defined in this charter, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding brought by a member of the Association by reason of his/her being a member of this Committee.

**ATTACHMENT**

**REPEATABLE VIOLATIONS**



<b>Type</b>	<b>Violation</b>	<b>Description</b>	<b>Document Reference</b>
Animals	Animal Waste	Properly dispose of animal waste	(Dec Art 11 Sec 11.2)
Animals	Noise Disturbances	Cease allowing dog to bark continuously disturbing neighbors	(Dec Art 11 Sec 11.24)
Animals	Unleashed pets	Pets should be kept on a leash	(Dec Art 11 Sec 11.2)
Items In View	Congregating/ Playing In Street	For Safety Reasons No Congregating or Playing in Street	(Community Standards)
Items In View	Trash Cans/Recycle Bins	Conceal trash cans/recycle bins from public view on non-pickup days	(Dec Art 11 Sec 11.17)
Items In View	Garage Doors	Garage Doors shall remain closed except when vehicle/pedestrian access required	(Dec Art 11 Sec 11.16)
Items In View	Code of Conduct	Improper Conduct, obscenities, threats, hostile conduct, disturbing other prohibited	(Community Standards)
Items In View	Code of Conduct	Pool Rule Violation: Under age of 14 must be accompanied by an adult	(Community Standards)
Vehicles	Speeding	Code of Conduct -Actions which may be dangerous or safety problem. Speeding	(Community Standards)
Vehicles	Sidewalk/Grass	Cease parking vehicles on grass/easement	(Dec Art 11 Sec 11.4.1)