



# WaterMill Master Association

## ~~Homeowners Maintenance Rules, Regulations, And Enforcement Guidelines~~ Rules & Regulations

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## Maintenance Standards Enforcement

~~All properties shall be maintained as specified herein with a quality similar to that provided by professional lawn maintenance entities. This shall include mowing, edging, trimming, weed control and fertilization to keep any landscaping in a healthy and maintained appearance. If an owner fails to maintain their property as required herein, the Association may avail itself of the remedies included in the Declaration and at Florida Law, which may include the hiring of contractors by the Association and entry upon the property to perform maintenance on behalf of the owner, and charge the owner with all costs related to this maintenance at up to a 35% premium, secured as a foreclosable lien against the property, as set forth in Section 5.2 of the Declaration.~~

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## 5.2 Right of Entry.

In addition to such other remedies as may be available under this Declaration, in the event that an Owner fails to maintain a Unit or Lot, the Master Association shall have the right to enter upon the Unit or Lot in question and perform such duties; provided, however, that such entry shall be during reasonable hours and only after five (5) days' prior written notice. The Owner having failed to perform its maintenance duties shall be liable to the Master Association for the costs of performing such remedial work and shall pay a surcharge of not more than thirty five percent (35%) of the cost of the applicable remedial work, all such sums being payable upon demand and to be secured by the lien provided for in Article 7 hereof. No bids need be obtained for any of the work performed pursuant to this Article and the person(s) or company performing such work may be selected by the Master Association in its sole discretion. There is hereby created an easement in favor of the Master Association, and its applicable designees over each Lot and Unit for the purpose of entering onto the Lot or Unit in the performance of the work herein described, provided that the notice requirements of this Article are complied with.

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## INTRODUCTION

Homeowners' Associations, their Boards of Directors, and the ~~Declarations of Covenants, Restrictions, and Easements~~ Association Documents that govern their management exist to establish a common scheme of development, encourage a sense of community, establish reasonable standards of care and maintenance of both common and private property for the benefit of the community ~~as a whole~~, and to protect the investment of the home or townhouse home-owners who join the community. An equitable, efficient, transparent, and timely process to enforce ~~Covenant property maintenance standards~~ the Association Documents, ~~and if necessary, impose and collect fines from homeowners or their tenants~~ is necessary to ensure the well-being of the entire community accomplish the foregoing objectives. ~~In the WaterMill community~~ To facilitate enforcement and compliance, ~~the a Enforcement and Fines~~ Violations Committee ~~of the Association~~ has been established to assist the WaterMill Board of Directors and the Property Management Company in administering the standards enforcement process confirm or reject fines and suspensions imposed by the Association. Periodically, as a good management practice, and in response to concerns of the community, it is necessary to review the processes established by the ~~Covenant and its Annexes in this important area~~ Association Documents; and revise, amend, or amplify them as necessary, in accordance with Florida law, in response to the evolving needs of the community.

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~~The Committee determined that amplification of certain Covenant provisions and adjustment of current administrative procedures would result in clarification of and significant improvements to the overall enforcement and fines process in support of the Board of Director's objective to improve the fairness, efficiency, transparency, and timeliness of the enforcement and fines process.~~

~~These Rules and Regulations document replaces all previously adopted or published supplementary documentation Rules and Regulations of the Association, including as Exhibit E as filed in Duval County Court records Book Number 14751 Page 2260 Document 2009010539, related to rules, regulations, Enforcement and Fines to the Declaration of Covenants, Conditions, Restrictions and Easements for WaterMill and Notice of Assessments for WaterMill Master Association, Inc., recorded in Book 9927, Page 1860I, et seq., of the Official Records of Duval County, Florida, and all amendments thereto. It will be used as a primary reference by the Board of Directors in the execution of its responsibility to uphold and enforce the home/townhouse maintenance and general appearance standards of the Covenant. It does not replace nor repeat any of the contents of the WaterMill Covenant.~~

Forms, information, and ~~n~~Notices are available and posted regularly to the WaterMill website at [www.watermill.us](http://www.watermill.us).

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0-1 DEFINITIONS & GENERAL RULES

Definitions

The following terms when used herein shall bear the definitions set forth below. Capitalized terms not defined herein shall bear the meanings set forth in the Declaration.

“Architectural Control Committee” and “ARC” means the Association Committee responsible for performing the architectural review and approval functions set forth in the Declaration.

“Architectural Control Guidelines” means the Architectural Control Guidelines adopted by the Association, as amended periodically.

“Association Documents” means the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and Architectural Control Guidelines, as amended periodically.

“Association Management” means the community association management company under contract with the Association to provide community association management services to the Association. Association Management shall also refer to the community association manager assigned to assist with management of the Association.

“Board of Directors” and “Board” mean the Association’s Board of Directors.

“Community” means “Property” as defined by the Declaration and refers to all property encumbered by and subject to the Declaration.

“Guest” means a person invited into the Community by an Owner, tenant, or other Unit occupant on a temporary basis who has a principal residence that is not a Unit.

“Including” means, unless immediately preceded by the word “exclusively,” including without limitation and shall be interpreted to be followed by a non-exclusive list of examples.

“Member” and “Owner” mean a member of the Association and a record owner a fee simple title to any Lot or Unit within the Community. When an obligation of a Member or Owner is referenced herein, such obligation shall extend to anyone acting on behalf of a Member, and Members shall be responsible for the acts and omissions of all such persons acting on their behalf.

“Invitees” means tenants, Unit occupants, family members, guests, contractors, service providers, and any other person located on or within any portion of the Community at the request, or with the permission, of a Member or any Invitees associated with a Member or his or her Lot or Unit.

“Unit” means a dwelling unit (i.e., a home) constructed on a Lot or any condominium dwelling unit in any condominium building that may be erected on any parcel of land within the

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Property. Unit is coterminous with "Home" when used herein.

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General Rules

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- All Members and Invitees shall comply with the Association Documents. Members shall ensure all their Invitees (which includes all Invitees of tenants, Unit occupants, guests, and others associated with their Lot or Unit) comply with the Association Documents and are jointly and severally liable for any damage caused by, and violations committed by, their Invitees.
- No immoral, improper, offensive, or unlawful use shall be made of a Lot or Unit and strict compliance with all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction is mandatory.
- Any Owners who leases their property Unit shall be responsible for advising their Tenant of the governing Rules & Regulations and Covenants and Restrictions as outlined in the Declaration of the Association and supplemental documentation provide copies of the Association Documents to their tenants and Unit occupants and shall ensure tenants and Unit occupants comply with them. In the WaterMill community, Owners must ensure that Tenants comply with the Duval County zoning requirement of only Single Family usage in each residence. Residential Lots within the Community are exclusively limited to single-family residential use.
- The Board of Directors and Association Management, as directed by the Board, is are solely responsible for directing and supervising employees (if any), vendors, and other persons and entities with whom the Association may contract. of the Association through the Property Management Company. Owners and Tenants Invitees are prohibited from shall not asking request that any Association employees, vendors, or other persons or entities with whom the Association may contract Association employees to do personal errands perform any personal services or otherwise attempt to direct them in any manner with respect to the performance of their duties or services.
- Homeowners Members with questions or concerns about these Rules and Regulations or other Association Documents content of this document may formally contact the Board of Directors by letter addressed to WaterMill Master Association, Inc., Board of Directors, at the address of the current management company Association Management. Homeowners Members may also contact the Board of Directors informally using email address [watermillhomeowners@gmail.com](mailto:watermillhomeowners@gmail.com). eEmail communications are a convenience to all parties involved but responses from this method of communications in a timely manner are neither expected nor guaranteed. Any responses offered by or on behalf of the Association to any inquiries from Members or other persons do not constitute a legal interpretation or legal advice and merely reflect the Association's understanding or position.

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Children will be the direct responsibility of their parents or legal guardians, including full supervision of term while within the Property and including full compliance by them with these Rules and Regulations and all other Rules and Regulations of the Association. Loud noises will not be tolerated. All minor children must be accompanied by a responsible adult when entering and/or utilizing recreation facilities and must comply with the current Rules and Regulations of that facility, which may be amended from time to time by the Board of Directors.

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Commented [JR3]: Age-directed rules (or rules directed at minors/children) present risks of liability for discrimination on the basis of familial status under the Fair Housing Act (Florida and Federal). We can discuss this further upon request.

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No immoral, improper, offensive, or unlawful use shall be made of a Lot or Unit and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be strictly observed.

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~~Every Owner and Occupant (Tenant) shall comply with these Rules and Regulations as set forth herein and "any/all" Rules and Regulations for the Amenity Facilities, which may be "Adopted/Amended" from time to time, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of the Association. Failure of an Owner or Occupant to comply is grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, and any combination thereof. The Association shall have the right to suspend voting rights and the use of recreation facilities in the event of failure to comply. In addition to all other remedies, a Fine or Fines may be imposed upon an Owner for failure of an Owner, his/her tenants, family, guests, invitees, or employees, to comply with any Covenant, Restriction, Rule, or Regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.~~

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1-1 MAINTENANCE OF LANDSCAPES/LANDSCAPE MAINTENANCE

- Owners shall maintain the landscaping on their Lots in a condition comparable to maintenance provided by professional landscape contractors. Owners shall routinely mow, edge, trim, fertilize, and remove and control the growth of weeds on their Lots as necessary to maintain an orderly, attractive, and well-maintained condition of the Lot year-round.
- Owners shall Mow (or caused to be mowed) grassed portions of lawns their Lots and other areas within their landscape maintenance responsibility on a regular basis sufficient, but no more than weekly, to keep the grass no more than 6 inches high. Per Section 5.1 of the Declaration, in addition to Lots, Owners are obligated to maintain (including landscape maintenance) certain areas located outside the boundaries of their Lots, including the area lying between the extensions of side Lot lines and the paving of the road and the area lying between the Owner's Lot line and the edge of an adjacent water body. Maintain a neat and trim appearance year round.
- ☐ The recommended height for St. Augustine turf is 3.5 to 4 inches. Mowing too short may damage your turf.
- Lawn maintenance on a lake lot/Lot bordering or adjacent to a water body continues to the water's edge; ~~do~~ Members shall not blow lawn clippings and debris into the lake/any water body.
- Owners shall Neatly trim shrubs and trees and; promptly remove dead branches.
- Owners shall tTrim shrubs so that they do not exceed a height of six (6) feet and shall promptly Rremove dead shrubs and trees, in a timely fashion.
- Owners shall Mmaintain landscape beds, lawns (all grassed and landscaped portions of Lots and other areas within their maintenance responsibility, including areas located outside the boundaries of their respective Lots), and the concrete joints of walks and drives free of weeds. Owners shall routinely Irrrigate lawns and landscaping, but shall ~~Do~~ not exceed governmental watering restrictions.
- Planting shrubs or trees in a swale area is prohibited.
- Owners shall routinely and nNeatly edge walkways, driveways, and along the curb of the rights of way within their areas of maintenance responsibility. Maintain a neat and trim appearance year round.
- Owners shall Ttrim around impediments that cannot be mowed such as edges of homes Units and fences.
- Owners shall Rreat their Lots and other areas of landscape maintenance responsibility as necessary to control and eliminate ~~epair/treat~~ insects that have the potential to cause damage to landscaping or any improvements. Owners shall treat and maintain their Lots and other areas of landscape maintenance responsibility as necessary to eliminate and address fungus issues, ~~or~~ winter damage to the lawn/landscaping, and dead, dying, or diseased landscaping. Owners shall remove and replace dead grass with the types of sod allowed by the Architectural Control Guidelines (see section 4.3). Seeding of lawns is not allowed.
- ☐ ~~Do~~ Owners shall not apply lawn treatments within five (5) feet of the water's edge of any water body.
- ☐ A seasonal fertilization, weed, and insect control program is recommended.
- ~~Seeding of lawns is not allowed.~~

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- Discarding trash or debris in any in a lake, retention pond, water body or conservation area is prohibited.
- Owners shall promptly and diligently perform and Ccomplete cleanup and repair of damage to Lots, including landscaping, the Unit, and other improvements thereon, from caused by a hurricane or other natural disaster, in a timely manner.
- Owners shall not alter the grade or other characteristics of Lots or any other part of the Property in a manner that negatively affects the effective and proper collection, conveyance, and discharge of stormwater in accordance with applicable permits issued by the St. Johns River Water Management District.

1-2 MAINTENANCE OF HOME EXTERIOR, ~~WALKS & DRIVES~~

- Unless such responsibility is delegated to a Sub-Association, Owners shall Mmaintain all exterior surfaces of the Hhome including eaves, soffits, fascias, gutters, roofs, walls, windows, doors, fixtures, and all other exterior parts body of the Hhome in a clean, orderly, and attractive condition free from ~~of~~ stains and mildew and painted on a regular basis.
- Owners shall promptly repair or Rreplace broken shutters and windows ~~promptly.~~
- ~~Maintain entry doors and garage doors in good repair, free of stains & mildew.~~
- Owners shall Ppaint weathered surfaces before they reach the point of unsightliness.
- ~~Complete cleanup and repair of damage from a hurricane or other natural disaster in a timely manner.~~

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1-3 MAINTENANCE OF FENCING

- Owners shall Mmaintain fencing, including any gates, in ~~sound working order,~~ functional, clean, orderly, and attractive condition and retain a neat orderly appearance, free of stains ~~& and~~ mildew, and of an appearance as initially installed or constructed.
- Owners shall promptly Rreplace broken slats or posts ~~promptly.~~
- ~~Maintain fence appearance as initially constructed and otherwise improved.~~
- ~~Complete cleanup and repair of damage from a hurricane or other natural disaster in a timely manner.~~

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1-4 MAINTENANCE OF WALKS, DRIVES, & SIDEWALK

- Owners shall Ppromptly remove hazardous debris such as metal or broken glass on sidewalks or driveway areas used as part of a sidewalk by pedestrians.
- Owners shall Rremove non-hazardous debris such as pet droppings, leaves, lawn clippings, or trash on sidewalks or driveway areas used as part of a sidewalk by pedestrians.
- Owners shall Mmaintain walks, driveways, and sidewalks clean of stains and mildew to the extent that pressure washing allows.
- Owners shall Rrepair damage to or large cracks in walks, driveways, and sidewalks.

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1-5 MAINTENANCE OF RIGHTS OF WAYS TO THE CURB

- Owners shall Mmaintain portions of rights of ways to the curb as required by Section 5.1 of the Declaration using the same care, ~~and~~ diligence, and subject to the same regulations, as provided in sSection 1-1 LANDSCAPE MAINTENANCE.
- Planting of shrubs or trees in the area between the sidewalk (where applicable) or Lot line

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~~to the right of way to the curb of a right of way~~ is prohibited.

1-6 MAINTENANCE OF LAKE BANKS TO THE WATER'S EDGE

- ~~Per Section 5.1 of the Declaration, Owners shall maintain any portion of land lying between the Owner's Lot line and the edge of any adjacent water body in a neat, orderly, and attractive manner. Maintain lake banks in the sodded area, originally laid down during construction, behind or on the side of a home.~~
- ~~Owners shall Rremove trash and debris from the edge of the actual water body within their respective areas of maintenance responsibility,~~ regardless of lake level or drought conditions, and up the embankment.
- ~~Owners shall repair and Rrestore eroded lake embankments to their original, permitted condition by using material that complies with all applicable permits issued by the St. Johns River Water Management District. natural fill (i.e. soil, dead/ damaged sod); #Rubble, construction materials or debris, wooden structures, loose stone, or concrete (poured, block, or brick), and non-vegetative material are not acceptable fill material. Owners shall submit an application to the Association's Architectural Control Committee and obtain approval before repairing or restoring eroded or otherwise damaged lake embankments. The installation of temporary silt fencing held by wooden stakes is permitted during construction on a Lot.~~
- ~~Do not use any wooden structures, loose stone, or concrete (poured, block, or brick) when restoring an eroded embankment; temporary silt fencing held by wooden stakes is acceptable during reconstruction.~~

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1-7 MAINTENANCE OF IRRIGATION SYSTEM

- ~~Owners shall Rrepair and replace all components of their respective irrigation systems, including irrigation head and water line failures, as necessary to cause the irrigation system to properly and routinely operate to irrigate landscaping on the Lot and other areas within each respective Owner's maintenance responsibility.~~
- ~~Owners shall Aadjust irrigation spray heads such that sidewalks and driveway areas used as part of a sidewalk by pedestrians are not sprayed during irrigation; pedestrians using sidewalks should be able to expect a reasonably dry path despite any active irrigation.~~

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1-8 MAINTENANCE OF MAILBOXES

- ~~Owners shall Mmaintain their mailboxes to avoid unsightliness due to normal weathering. Additional~~
- ~~Mmailbox maintenance regulations are listed within-in the Architectural —Control Guidelines For WaterMill document and posted on the WaterMill website as a separate document.~~
- ~~Owners shall De-not allow mailboxes and mailbox posts to be covered or screened by vegetation or other visual barriers. Short vegetation may be planted at the base of the mailbox post provided it does not interfere with curbing, mail delivery, or grow more than half way/halfway up the mailbox post between the sod and the bottom of the mailbox.~~

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2-1 HAZARDOUS- MATERIALS

- Storage of gasoline or LP gas, in amounts suitable for normal home usage, is permitted

when properly stored in ~~legally~~-approved containers. ~~Store such~~ Such containers must be stored within an existing storage shed or garage.

- o Total storage capacity of gasoline in approved containers cannot exceed ten (10) gallons.
- o Usage of larger LP gas cylinders is subject to approval by the Architectural Review-Control Committee. Such cylinders must be suitably screened ~~as opposed~~ and not contained inside a structure.
- Storage of other hazardous materials such as flammable, combustible, corrosive, or explosive fluids, chemicals, or substances is prohibited.
- Disposal of hazardous materials, including oil and other petroleum products, must be ~~through the City of Jacksonville~~ in accordance with applicable law. Dumping of such materials in storm drains, lakes, retention ponds, or conservation areas is prohibited.

## 2-2 PROHIBITION OF PROJECTILE WEAPONS

- ~~Use of projectile weapons such as firearms, bows, and sling shots are prohibited on~~ Common Property.
- ☞ ~~Note:~~ Use of weapons on Lots and Units is governed by, and shall be exclusively in accordance with, local, state, and ~~national~~ federal laws.

## 2-3 PROHIBITION OF HUNTING AND TRAPPING

- ~~Hunting and trapping wildlife are prohibited~~ on or from Common Property, Lots, and Units within the Property.
- ☞ Trapping for lawn pests such as moles is excluded from this prohibition.

## 2-4 PARKING OF MOTOR VEHICLES

- ~~Parking within the Property shall be exclusively restricted to areas designated for parking.~~ Vehicles parked on Common Property posted as No Parking or in areas that present a safety hazard to drivers or pedestrians will be subject to immediate towing at the Owner's expense.
- ~~Vehicles parked on Common Property that is not posted for No Parking must be removed within 24 hours notice or they will subject to towing at the Owner's expense.~~
- ~~Owners shall Remove disabled motor vehicles from Common Property, Lots, and Units the Property -within 72 hours 72 hours -of a disablement; however, disabled motor vehicles may be stored within Owner garages.~~
- ☞ Repair of disabled vehicles is prohibited anywhere within the Property except within fully enclosed garages, and in open areas except for emergency repairs to enable removal of the disabled vehicle from Common ~~Areas Property and~~ or driveways.
- ~~Designated pParking facilities designated for Guests are exclusively reserved for parking of non-residents Guest vehicles; Owners, tenants, and other Unit occupants or Occupants of Units may not use such Guest pParking facilities, for their personal convenience.~~
- Vehicles parked or stored in areas not designed or designated for parking must be removed within twenty four (24) hours
- No person shall park, store, or keep on any portion of the Property any large commercial type vehicle (for example, dump truck, motor home, trailer, cement mixer truck, oil or gas truck, delivery truck, etc.), nor may any person keep any other vehicle within the

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**Commented [JR5]:** Technically, Section 6.7 of the Declaration prohibits any "major repairs" (except in an emergency) or "major restorations" of any vehicle on Common Property, a Lot, or Unit (so, basically anywhere within the Community). There is no exception in the Declaration for repairs performed within garages.

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Property which is deemed to be a nuisance by the Board. Any boat, boat trailer, or other watercraft, camper, trailer or other recreational vehicle must be parked in a garage or be stored in the rear or side yard screened from view from the street by a six (6') foot fence as strictly approved by the ARC on a site-specific basis in the ARC's sole discretion. Notwithstanding, however, no boat, boat trailer, watercraft, recreational vehicle, trailer, or any similar vehicle, vessel, or trailer may be stored on a Lot in a manner visible from an adjacent water body.

- Vehicles, vessels, and trailers parked or stored in areas not designed or designated for parking or otherwise in violation of the Association Documents are subject to tow at the Owner's expense.

~~Parking of unauthorized vehicle types in the driveway or stored on private property in plain view within the Community, such as watercraft, campers, and trailers, are subject to towing, at the owners expense, after 7 days notice to the homeowner.~~

~~○ If a notification has been given and that vehicle returns it may be towed without further notice at any future time.~~

~~▪ Vehicles in violation of these parking rules and regulations are subject to being towed by the WaterMill Master Association as provided in the Covenant, subject to applicable laws and ordinances.~~

- Illegal parking in the street is also subject to the jurisdiction of the City of Jacksonville Sheriff 's Office (JSO), and persons who believe a vehicle, vessel, or trailer may be parked on a street in violation of law should report such violation directly to the Sheriff's office by the complainant. JSO.

## 2-5 OBSTRUCTION OF COMMON PROPERTY OR FACILITIES

- Obstructions and personal property such as carts, bicycles, carriages, chairs, tables, and similar objects may not be stored on or in Common Property or Facilities except in areas (if any) specifically designated for that purpose by the Board of Directors.

## 2-6 LAKES AND RETENTION PONDS (WATER BODIES)

- ~~Homeowners~~ Owners and Invitees are prohibited from accessing any lake or retention pond across privately owned property (i.e., Owner's Lots). Property easements are for the purpose of official maintenance by the easement beneficiaries only.
- Swimming is prohibited in any of the lakes and retention ponds within the Community. Fishing and trapping in the ~~WaterMill Community~~ lakes and retention ponds is "Catch and Release" only and must comply with applicable law.
  - Bait, fishing line, hooks, bobbers, sinkers, and other related items must be properly disposed of before the party fishing leaves the lake or retention pond area.
  - Fish and other animals in the lakes and ponds are not edible.
- Fishing in the ~~WaterMill Community~~ lakes and retention ponds is restricted to Owners, residents, and Guests. All boating must comply with a "No Wake" policy due to erosion caused to waterfront property. Boats with gas motors are prohibited except for lake maintenance personnel doing maintenance.
- Trolling motors rated for more than fifty (50) pounds of thrust are prohibited on any lake or retention pond.

**Commented [JR6]:** Be mindful of the requirements of F.S. 715.07, which regulates towing of vehicles. Generally, before a vehicle may be towed (from an area in which the Association would otherwise have the authority to cause a vehicle to be towed), the owner or person in control of the vehicle must either be given personal notice of the Association's intention to cause the vehicle to be towed or statutorily-compliant signage must be installed in required locations.

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2-7 COMMERCIAL ACTIVITY

- Commercial activity on any residential Lot or Unit that generates traffic or other nuisances to neighbors is prohibited without prior approval of the Board of Directors. In addition, no commercial activity may be conducted on any residential Lot or Unit in violation of applicable law, and Duval County zoning authorities.
- Commercial activity on Common Property is prohibited without prior approval of the Board of Directors and Duval County zoning authorities applicable governmental authorities.

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2-8 ASSOCIATION'S AUTHORIZATION TO MAINTAIN FACILITIES

- Easements for retention pond maintenance exist as part of the Community sSystems utility easements; such maintenance may require the launching and landing of small boats or access to buried water pipes that connect retention ponds under a roadway.
- No person shall obstruct or unreasonably interfere with the Association's easements for maintenance, repair, or replacement of any of the Property, including the Community Systems. Owners shall remove any such obstructions or eliminate any such interferences upon demand by the Association.
- Owners should expect that companies doing work for the WaterMill Master Association will make reasonable attempts to avoid disrupting or damaging existing landscaping while doing maintenance.

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2-9 ~~OBJECTS NOT PROPERLY STORED~~ STORAGE OF PERSONAL PROPERTY

- Owners and Invitees shall store personal property. Store unsightly objects such as including bicycles, skateboards, toys, recreational equipment, trash containers, recycling bins, and tools, when not in use, actively being used within the garage, dwelling Unit, or behind a solid fence of the Lot or Unit. Owners and Invitees shall maintain an uncluttered Lot or Unit and shall not allow personal property to be stored or placed on a Lot in a cluttered or unsightly manner.
- Use of large exterior storage units, such as PODS, cannot exceed 4 weeks. Grills may be stored at the rear of Lots or Units, preferably on a porch or lanai.

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2-10 REMOTE CONTROLLED VEHICLES AND AIRCRAFT

- Operating remote controlled vehicles and aircraft is prohibited on or over Common Property; and any Lot or Unit not belonging to the Owner of the vehicle or aircraft.

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2-11 MODEL ROCKETS

- Operation (firing) of model rockets is prohibited from Lots, Units, and Common Property anywhere within (including over) the Property.

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2-12 GENERAL RULES FOR PETS

- Leash All dogs, and cats, and other permitted animals, if any, must be leashed and under the full control of the handler at all times when they are not on an Owner's Lot or Unit outside the boundaries of the Owner's or tenant's Lot.
- Pet owners are required to shall immediately remove and properly dispose of (in a sanitary manner) all excrement created by their pets anywhere within the Property clean

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~~up after their pets after walking their pets. Without limiting the foregoing, Pet owners must also clean up remove pet excrement from their lawns after their pets so as not to cause a nuisance (including noxious odors) to neighboring property owners.~~

- Unattended dogs are not permitted to remain outside on Lots or Units if barking becomes a nuisance to neighboring Owners.
- Structures designed or used for sheltering animals, including dog houses, are prohibited on any Lot, Unit, or Common Property and any portion of a Lot outside the Unit. ~~Apply for dog house exceptions by using the standard Architectural Review process.~~
- **ALL PERSONS BRINGING ANY ANIMAL INTO THE PROPERTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE ASSOCIATION, ITS DIRECTORS, OFFICERS, MANAGERS, PRINCIPALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL INJURIES, DAMAGES, LOSSES, EXPENSES, JUDGMENTS, ATTORNEY FEES, COSTS, AND OTHER CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO THE PERSON'S ANIMAL.**

**Commented [JR7]:** I recommend either permitting (and regulating) or prohibiting dog houses and animal shelters. Allowing the potential for ad-hoc exceptions creates risks for the Association, and there do not appear to be measurable, defensible criteria that has been established for the ARC to consider incident to considering whether to permit a dog house or other animal shelter as an "exception."

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#### 2-13 PROPER STORAGE OF TRASH

- Trash stored outside must be kept in closed metal or hard plastic containers behind solid fencing so that it is not visible to the public (e.g., from any street), except during permitted times when trash receptacles may be placed near the curb for collection.
- ~~Store Trash must be stored in such a manner thatto prevent odors do not become noticeable to any other property owner in the vicinity or its occupants from being perceptible from outside the boundaries of the Owner's Lot.~~
- Trash ~~put to the~~ placed near the curb for collection must be kept secured in a suitable container such that the trash remains intact and in place until collection occurs.
- ~~Place items near~~ Trash and trash receptacles must be placed near the curb for collection no earlier than 7:00 PM the evening prior to collection and must be removed and properly stored in accordance with the Association Documents ~~containers back to storage~~ no later than 9:00 PM the day of collection.
- Use of dumpsters or other large exterior trash containers is prohibited except for short term use during active home renovations or construction.

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#### 3-1 SUMMARY OF ENFORCEMENT AND FINES PROCESS OF ASSOCIATION DOCUMENTS

- **Enforcement generally; reservation of rights.** The Association reserves the right, but shall have no obligation in any instance, to enforce compliance with the Association Documents through any lawful means available at law or in equity. The Board of Directors may choose whether to pursue, and the nature of, any enforcement action to be undertaken by the Association, if any, in any instance in its reasonable business judgment. No person shall have the right to compel the Association to pursue enforcement of any of the Association Documents in any instance. The Association's decision to choose one method of enforcement shall not preclude the Association from thereafter choosing any other method of enforcement with respect to the same or another violation and shall not constitute an election of remedies. All remedies referenced herein are cumulative and not exclusive of other remedies provided at law or in equity. ~~Fines for various Covenant violations are contained in a table at the end of this document.~~

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▪ **Right of Entry to Perform Maintenance.** Per Section 5.2 of the Declaration, in addition to all other rights and remedies, in the event that an Owner fails to maintain his or her Unit or Lot in accordance with the Association Documents, the Association shall have the right to enter the Lot or Unit and perform such maintenance duties at the Owner's expense. The Association's entry shall be during reasonable hours and after five (5) days' prior written notice to the affected Owner. If the Association exercises its right to perform maintenance, the affected Owner(s) shall be liable to the Association for the costs of performing such maintenance or other remedial work plus a surcharge of not more than thirty-five percent (35%) of the cost of the applicable maintenance or other remedial work, which shall be considered an administrative cost, which shall be payable upon demand, shall constitute an assessment against the Owner and his or her Lot per Section 7.4 of the Declaration, and shall be secured by the Association's lien as provided in Article 7 of the Declaration.

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▪ **Fines and Suspensions.** As one optional and non-exclusive method of enforcing the Association Documents, the Association may impose fines against Owners and Invitees, and may suspend the rights of Owners and Invitees to use Common Property and recreational facilities, for violations of the Association Documents. A suspension may not prohibit an Owner or tenant of a Lot or Unit from having vehicular and pedestrian ingress to and egress from the Lot or Unit, including, but not limited to, the right to park. The Property Management Company will initially notify Owners or Tenants in violation of Covenant property maintenance, appearance, and usage standard by letter and given them a reasonable period of time to correct the specified violation(s).

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▪ **Procedure for Imposition of Fines and Suspensions.** The following procedures apply to the Association's imposition of fines and suspensions for violations of the Association Documents:

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1. Upon discovery of a first violation, the Owner or Invitee, or both, (hereinafter referred to collectively as the "Violating Party") will be sent a courtesy notice in writing describing the nature of the violation and providing at least seven (7) days to cure the violation. The Association may, but is not obligated to, provide additional or other courtesy notices and opportunities to cure violations in its discretion.

2. If a violation is not corrected within seven (7) days of a courtesy notice following a first violation, the Board of Directors may impose a fine against a Violating Party of up to \$100.00 per day, which shall accumulate daily until the violation is corrected or until reaching \$1,000.00 in the aggregate. In addition, the Board may suspend a Violating Party's rights to use Common Property and recreational facilities, which shall commence upon confirmation (if confirmed) by the Violations Committee and will end upon correction of all violations or up to sixty (60) days (as determined by the Board) after the Violations Committee's confirmation of the suspension (if confirmed), whichever occurs first.

3. For second, third, and subsequent violations, the Association may, but shall not be obligated to, send a courtesy notice of the violation(s) to the Violating Party. For

**Commented [JR8]:** Note there is a conflict between Section 4.1 of the Declaration and Section 10.3 of the Declaration, as amended, regarding the permitted duration of suspensions. Section 4.1 of the Declaration provides that the Association may impose a suspension for up to 60 days for Declaration or rule violations, and Section 10.3 of the Declaration (as amended) provides that the association may impose a suspension for so long as the violation continues.

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second violations, the Board may impose a fine of up to \$500.00 per day, per violation, which shall accumulate daily until the violation is corrected or until reaching \$1,000.00 in the aggregate (per violation). For third and subsequent violations, the Board may impose a fine of up to \$1,000.00 per violation. In addition, for second, third, and subsequent violations, the Board may suspend a Violating Party's rights to use Common Property and recreational facilities, which shall commence upon confirmation (if confirmed) by the Violations Committee and will end upon correction of all violations or up to sixty (60) days (as determined by the Board) after the Violations Committee's confirmation of the suspension (if confirmed), whichever occurs first.

4. After the Board imposes a fine or suspension (or both), the Violating Party will be sent written notice providing an opportunity for the Violating Party to attend a hearing before the Violations Committee ("Hearing Notice"). The Hearing Notice shall:

- a. Describe the nature of the violation(s);
- b. State that a fine or suspension, or both, has been imposed and provide the date, time, and location of the hearing before the Violations Committee ("Hearing"). The amount of the fine and duration of the suspension proposed to be considered should, but is not required to be, identified in the Hearing Notice; and
- c. Be mailed to the Violating Party at least fourteen (14) days prior to the scheduled Hearing.

The Hearing Notice may be sent by an Association Officer, Director, Community Association Manager, legal counsel, or other designated agent or representative, and shall be sent via U.S. Mail or hand delivery to the address furnished by the Violating Party to the Association for the purposes of receiving notices from the Association. If a Violating Party has not designated an address in writing to the Association for the purpose of receiving Association notices, all notices required to be provided by the Association shall be deemed to be properly provided once placed in the mail and addressed to any location where the Violating Party may reasonably receive the notice given the information reasonably available to the party sending the notice, or to the address of the Owner's Lot within the Community. A Violating Party shall have no right to object to the adequacy of notice if that party fails to furnish an address to the Association for the purpose of receiving notices from the Association. Fines shall be deemed imposed and shall begin to accrue daily (when applicable) from the date of the Board meeting at which the fine was imposed and each day thereafter until correction of the violation or reaching the maximum aggregate fine amount, per violation.

5. At the Hearing, the Violating Party may provide testimony and evidence regarding whether the fine or suspension should be confirmed. The Violating Party shall have the right to cross-examine witnesses and to be represented by counsel, provided the Violating Party complies with Section 6 below. The

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Violations Committee may ask questions of the Violating Party as part of the Hearing process and may consider any reliable evidence presented by or on behalf of the Association and a Violating Party. Fines and suspensions may be imposed and confirmed regardless of whether the violation was corrected before the Hearing; however, the Violations Committee may take correction of a violation before the Hearing into consideration incident to deciding whether to confirm or reject a fine or suspension levied by the Board.

6. A Violating Party who desires to be represented by legal counsel at the Hearing or who desires to have a stenographer transcribe the proceedings (at the Violating Party's sole expense) must provide at least seventy-two (72) hours' written notice to the Association in advance of the Hearing. The purpose of this provision is to afford the Association the opportunity to have legal counsel present on behalf of the Association.

7. Association representatives, Association management, and any other individual with information regarding the violation giving rise to the fine or suspension may appear at the Hearing and may testify as witnesses. The Violations Committee shall have the right to question any witnesses presented by any party. The Violations Committee shall not conduct any independent investigation of any alleged violations and shall instead rely upon evidence presented to it for or during the Hearing in reaching its decision.

8. At the conclusion of the Hearing, the Violations Committee shall, by majority vote, decide whether to confirm or reject the fine or suspension (or both) levied by the Board. The Violations Committee's decision may not be appealed to the Board of Directors, and a fine or suspension cannot be imposed if the Violations Committee decides to reject the fine or suspension. The Chairperson of the Violations Committee shall complete the Chairperson's Written Report of Violations Committee's Decision, the form of which shall be established by the Board periodically, which shall indicate the Violations Committee's decision of whether it confirmed or rejected the fine or suspension (or both) levied by the Board.

9. The Association shall provide written notice to the Violating Party of the Violations Committee's decision after it has received the Chairperson's Written Report of Violations Committee's Decision and within twenty-one (21) days following the Hearing. The Violations Committee's written decision is only required to state the committee's decision to confirm or reject each fine or suspension and is not required to include any factual findings or detailed analysis. If a fine was confirmed by the Violations Committee, the Violating Party must pay it within thirty (30) days after the date of the Association's written notice of the Violations Committee's decision.

10. An Owner is jointly and severally liable with a violating tenant, guest, or other Invitee for any fines imposed because of a violation of the Association

**Commented [JR9]:** Current law provides that payment of a fine is due 5 days after notice of the approved fine is provided to the parcel owner; however, Section 10.3(4) of the Declaration, as amended (prior to the effective date of the statute providing for a 5-day time period for payment), provides that payment of a fine is due 30 days after notice of the imposition. The foregoing presents Constitutional issues (more appropriate for a verbal discussion if desired), and generally we believe an Association may provide a longer time for payment (such as through a provision in its governing documents) than what would otherwise be required by current law. This provision reflects our conservative recommendation.

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Documents by any tenant, guest, or Invitee. In addition, all suspensions imposed and confirmed by the Violations Committee shall apply to the Owner, and when applicable, the Owner's tenants, guests, and Invitees, regardless of whether the Owner or one or more of his or her tenants, guests, or Invitees committed the violation. The Association may pursue any remedy at law or in equity to enforce a suspension or collect any fine imposed. Fines of \$1,000.00 or more in the aggregate shall constitute an assessment and lien against the Lot of the Owner who, or whose tenant, guest, or Invitee, committed the violation and may be collected through foreclosure proceedings. Such assessments shall be subject to the accrual of late fees, interest, and attorney fees and costs incident to collection, which shall be the Owner's obligation to pay, and all of which shall be secured by the Association's lien.

11. The provisions above providing for notice and an opportunity for a Hearing before a suspension is imposed do not apply to suspensions of the right to use Common Property and recreational facilities or suspensions of voting rights imposed because an Owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association. Such suspensions must be approved at a properly noticed Board meeting and end upon full payment of all monetary obligations due or overdue to the Association. Upon Board approval of such a suspension, the Association must notify the Owner, and as applicable, the Lot's occupants, licensee, tenants, guests, or Invitees, of the suspension in writing by mail or hand delivery.

APPROVED, on this \_\_\_\_\_ day of \_\_\_\_\_, 2023. The process for relief from imposition of fines or other penalties can be found in paragraph 3-2 of this document.

Watermill Master Association, Inc.

By: \_\_\_\_\_

Printed: \_\_\_\_\_

\* \_\_\_\_\_  
As its: \_\_\_\_\_

If Owners or Tenants do not correct the violation(s) specified in the advisory letters within the established time interval, the Property Management Company will send an Intent to Fine letter by Certified Mail. In the case of multiple violations, a fine will be levied for each violation.

\* Owners and Tenants have the right by state law, and will be afforded the opportunity, to contest the violation(s) identified in the Intent to Fine letter, or otherwise seek relief, in person during regularly scheduled meetings of the Enforcement and Fines Committee, or through formal correspondence with the Committee. Specific instructions on seeking redress or relief are contained in the Intent to Fine letter. The Committee meetings are regularly held according to the schedule published on the WaterMill website.

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- At each meeting the Enforcement and Fines Committee will gladly meet with each Owner or Tenant to discuss violations during the regularly held meetings.
- The Committee will hold one vote on each violation at the meeting following the Intent to Fine letter issued by the Management Company – the 1st, 2nd, and 3rd fines will be assessed based upon that single vote according to the timetable listed below unless the violation is corrected before the maximum fine amount is reached.
- An Owner or Tenant has the responsibility to provide Kingdom Management with proof that the violation has been corrected if s/he wishes to stop the enforcement process before the next property inspection. The Committee highly recommends that the Owner or Tenant provide this proof rather than rely solely on the Management Company inspection process.
- If the Committee votes to Fine then the first fine will be assessed the business day following the fine meeting.
  - If the violation is not corrected by the time the next monthly inspection is conducted by the Management Company then the second fine will automatically be issued 30 days after the first fine was issued.
  - If the violation remains uncorrected by the second monthly inspection following the vote to fine then the third fine shall be assessed 60 days after the first fine was issued and the amount of this fine will be administered as \$100 per diem until the maximum amount of that violation is reached.

### 3.2 REMEDIATION PLAN OPTION

- Notwithstanding the provisions of Article 10.3, upon receiving notice of a Violation or an Intent to Fine letter, the Owner may submit a written plan to the Enforcement and Fines Committee for remediation of the Violation. The Committee may, at its sole discretion, accept that plan and thereby choose to suspend the enforcement process (subsequent notices) for that type of Violation while the Owner corrects the Violation. The enforcement process suspension may be revoked at the Enforcement and Fines Committee's sole discretion if the Owner fails to follow the already accepted remediation plan.
- A Remediation Plan should contain details on how the Violation will be corrected including how the work will be done, who will do the work, what type of work will be done, when the work should start, and the duration of the planned work.

### 3.3 FREQUENCY OF FINES

- The enforcement process is conducted on a monthly basis.

### 3.4 AMOUNT OF FINES

- The Fine Amount for each type of Violation shall be the same for each Owner.
- A table detailing the Fine Amounts to be charged per Violation type, approved by the Enforcement and Fines Committee (or Board of Directors), is listed at the end of this document.

### 3.5 COLLECTION OF FINES

- Mailing, legal, and processing fees incurred to obtain compliance are added to any imposed fine and assessments amounts.
- Make the check payable to "WaterMill Master Association, Inc."
- Mail the check to the Property Management Company currently used by the WaterMill HOA. See our Community website for details.
- The five days listed in the Covenant are business days, not calendar days.
- In the event that the "Intent to access" for routine lawn or landscape maintenance is

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~~invoked, the charge to the owner for cutting, edging, trimming, and other treatments such as fertilizer, pesticide, or insecticide, will be at cost plus a surcharge of Twenty Percent (20%) as documented in section 5.2 of the HOA Covenant. Mailing, legal, and processing fees incurred to obtain compliance will be in addition to the above fines and assessments amounts.~~

~~○ Typical reasons for filing an "Intent to Access" include, by are not limited to, Cutting of Lawns, Edging, Trimming Shrubs or Trees, Tree Removal, Sod Replacement, Mailbox Repair, Placement of House Numbers, Garbage Removal, Pressure Cleaning, and Miscellaneous Repairs.~~

~~\* In addition to the afore mentioned imposition of collection of Fines and other lawful remedies, the Board of Directors can exercise its discretion to suspend an Owner's right to vote in HOA meetings, as well as the privilege of using the Amenities Center and its facilities~~

**Commented [JR10]:** The Association cannot suspend voting rights for governing document or rule violations. Voting rights may only potentially be suspended for monetary delinquencies exceeding 90 days.

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