

## WESTWOOD GARDENS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

The board of directors of Westwood Gardens Homeowners Association Inc. asks for full cooperation in the observance of rules designed to make our community a pleasant place in which to live. No regimentation is intended, but the Board has a legal responsibility to administer the affairs of the corporation and the property for the benefits of all the owners. The Board recognizes that there are physical differences between WESTWOOD GARDENS and WESTWOOD LAKES, so that some rules may not be applicable to one or the other. However, the intended application of different rules to different sections of the community shall not be construed as selective enforcement.

All homeowners, residents, visitors and guests shall adhere to the following rules and regulations:

### 1. QUIET ENJOYMENT

a) No nuisance, noxious or offensive activity shall be carried on upon any lot or in the Common Areas, nor shall anything be done thereon, either willfully or negligently, which may become an annoyance or nuisance to the Owners or occupants of the property.

b) Owners are responsible for the actions of their tenants and guests.

c) This being a family oriented community, any person intoxicated or appearing to be intoxicated shall be barred access and use of all recreational facilities. The term "intoxicated" is not restricted to any legal definition and shall be extended to mean anyone who is abusive, physically or verbally offensive, and lewd or otherwise embarrassing to other owners, residents or their guests.

d) Playing football, basketball, soccer, tennis, (no softball or hardballs allowed), or any other activity outside the designated areas that could interfere with the quiet enjoyment of other

residents, or cause physical injury or property damage within the community is hereby prohibited. Hours for the designated areas are 9:00 am to 1/2 hour before sunset.

e) No soliciting is allowed without Board written permission. No advertising or signs on postal boxes. This is a government regulation.

f) No business or professional activity for remuneration may be operated within the community. Professional instructors wishing to give instruction within the community must present the Board of Directors with appropriate credentials and insurances, and execute whatever else the Board may require.

## 2. DRIVING AND PARKING

a) No motorcycles, boats, trailers, trucks over  $\frac{3}{4}$  ton, trucks with racks or after-market modifications as to length, width, height, (except conversion vans) or commercial vehicles (see below) that may be required to be used in the performance of their respective services within the community, may enter the community no earlier than 8:00 am and must be removed no later than 9:00 pm, unless prior approval is received from the Association, or an emergency exists. (The Board may change these hours from time to time.)

Commercial vehicle means any agricultural, construction or industrial equipment; any motor vehicle upon which advertising markings have been affixed; any motor vehicle having more than two (2) rear tires or carrying capacity of more than  $\frac{3}{4}$  ton; any motor vehicle to which has been added a platform rack or other similar apparatus designed for carrying property or cargo, but excluding a standard luggage rack; any pickup truck to which has been added a cargo box, or similar carrying device, which is located outside the flatbed portion of the truck, or which is located within the flatbed portion but exceeds the height of the cab portion of the vehicle; any motor vehicle equipped with a hoist or other similar mechanical equipment. The term may include, but is not limited to a bus, step van, tractor, trailer, semi-trailer or semi-truck.

- b) There is no overnight street parking in the Gardens or Westwood Lakes. Parking on the street is permitted from 8:00 am to 2:00 am only in designated areas. VIOLATORS WILL BE TOWED AT THEIR OWN EXPENSE.
- c) No permanent signage or lettering of any kind will be permitted on any vehicle parking within the community overnight. Government vehicles will be excluded with approval of the Board of Directors.
- d) No vehicle, including mopeds or any other motorized vehicle, whether consisting of two (2), three (3) or four (4) wheels are permitted to drive or park on grassy areas or sidewalks at any time. This includes, but is not limited to, service and delivery trucks. No vehicles shall be operated or parked anywhere on the common grounds other than the roads and parking areas specifically marked for such use.
- e) No unlicensed driver shall be permitted to operate any type of motor driven vehicle on Association property. 'Unlicensed' shall not refer to drivers holding restricted licenses complying with the rules of those restrictions. All vehicles must have a valid Tag/License.
- f) Joy riding, reckless driving or unnecessary racing of engines is hereby prohibited. Except where safety dictates, horns shall not be used or blown while a vehicle is parked or driving through parking areas.
- g) In Westwood Gardens each resident is restricted to the use of two (2) assigned (Owner) parking spaces, except as otherwise permitted in the Declaration. No resident or visitor may park in the assigned space of another resident, unless he/she has permission from the owner of said space. Specific permission in the written form must always be provided to the Association whenever an owner allows another owner permission to use their assigned space. The owner of the excess vehicle shall always be obligated to remove such vehicle from the property when the grantor has rescinded the space provided them. Any owner (grantor) who allows another owner (grantee) to park a vehicle in the grantor's space is specifically prohibited from using guest parking

spaces for parking any of the grantor's vehicles.

Overnight guests must obtain a guest pass from the Association office. The guest pass must hang from the rearview mirror with the expiration date facing out. Guests must park in guest spots located in the lanes, Clubhouse, Tennis courts or Pool areas. Overnight guests in Westwood Lakes are permitted to park in the Owner's driveway with a guest pass. The maximum length for a guest pass is three (3) weeks. After three weeks, guest pass will not be renewed for the same vehicle. Guest passes are issued for non-resident vehicles only. Violating vehicles shall be towed at the owner's expense. All vehicles must be parked head on into spaces; backing into a space is prohibited

- f) A violation after two (2) warning tickets for violations of any of the above driving and parking rules will result in the vehicles being removed at the owner's expense as well as an assessment against the resident responsible. If a vehicle is creating a traffic emergency endangering life or property, it may be removed without any warning.
- g) Vehicle decals for residents are required and they are available at the Association office during regular business hours. Two (2) stickers per residence are permitted in the Gardens and three (3) in the Lakes, provided one (1) is parked in the garage. One additional sticker will be available if an owner has permission to use another owner's parking space.
- h) Motor vehicles of all types must be properly muffled, licensed and maintained so as not to create any unnecessary disturbance in the community.
- i) No repair or maintenance work (including oil changes, antifreeze or any other liquid changes) may be performed on motor vehicles within the community. Any damage caused to the road surface as a result of oil and/or cooling system leaks shall be remedied at the unit owner's expense.

Failure to pay such expenses will result in legal action and/or lien on property.

- j) Cars may be washed only between the hours of 8:00 am and 8:00 pm.

### 3. PETS

- a) Only two (2) pets shall be permitted per residence within the community, as long as the combined weight at full growth does not exceed fifty (50) pounds. All dogs and cats must be properly licensed and have proof of current rabies tags. No dog or cat that could, in the opinion of the Board of Directors be deemed offensive to persons residing in the community, will be permitted in the community. Residents shall have the right to keep a pet after having received the prior approval of the Board of Directors.
- b) No pets allowed at anytime in the following areas:  
CLUBHOUSE, POOLS, TENNIS COURTS, OR BASKETBALL AND HANDBALL COURTS.
- c) All pets shall be carried or walked on a leash not to exceed ten (10) feet in length at all times when outside the residence. Pets shall be under control AT ALL TIMES. ANY FECES left by any pet on the Association property shall be picked up immediately by the person walking the pet, who shall carry visible means to clean up said feces immediately.
- d) Owners shall not permit pets to be a disturbing nuisance to other residents. Pets determined by the Board of Directors to be offensive to residents must be immediately removed from the community.
- e) In any event any owner or tenant who violates the provisions of this Section, the Board of Directors shall have the authority to enforce the provisions of said Section by causing the owner or tenant who has violated the rules to remove the pet from the community and/or imposing reasonable assessments or fines on the owner or tenant.

#### 4. SALE OR RENTAL PROCEDURES

No Owner of a unit shall be permitted to lease a unit without the prior approval of the Board of Directors. Only one (1) lease agreement shall be permitted during any 12-month period unless otherwise approved by the Board of Directors of the Association. The Board of Directors shall have the right to adopt and enforce reasonable rules and regulations with respect to the leasing of units, including, without limitation, a reasonable charge for the processing of the approval of a lease agreement or renewals thereof to be paid by the owner of a unit seeking such approval. In addition, the Board of Directors shall have the right to require each owner of a unit seeking approval of a lease agreement to deposit with the Association a damage and assessment deposit to be used in the event of any damage to common areas attributable to a tenant of such Owner.

- a) All requests for leasing shall be submitted in writing to the Board and/or Rental Committee for consideration at the next regularly scheduled Board Meeting. Provided, however, that the Board or Committee shall have at least two weeks time to consider any lease. All assessments and water bills must be paid current prior to the leasing of any unit. No interview will be scheduled unless these payments are received at least 48 hours prior to the interview date. The Board of Directors designates the control of rentals to the Rental Committee
- b) No owner may lease a unit unless the proposed lessee shall fill out the Association Application forms in detail. To these completed forms there must be attached a copy of the fully executed lease documents, a \$150.00 non-refundable administration/investigation fee for each unrelated tenant or occupant. (Unrelated is defined as not a husband/wife or parent/dependent child or children). A \$100.00 refundable water deposit (Gardens only) must be place for the water to be turned on. A \$300.00 refundable common area deposit is to be paid by all renters. Checks are made payable to Westwood Gardens Homeowners Association Inc.

(WWGHOA). The board has the authority to change the application fee and deposit amount from time to time.

- c) The completed application must be submitted to the Association at least three (3) weeks prior to the starting date of the lease. This means that all forms must be filled out in detail and all assessments and water payments must be current. The process will not begin until all the information is received and requirements met.
- d) All applicants must make themselves available for a personal interview with the Interview Committee prior to final approval. Occupancy prior to final approval is prohibited. This includes any moving of personal items into the unit prior to approval by the committee. The Association shall issue its approval or denial of a lease within ten to fourteen (10-14) business days of receipt of all the required information, fees, and deposits as required, and the interview.
- e) The owner or his representative must provide the proposed lessee with a copy of all Association documents and Rules and Regulations of the Association prior to the interview. Furthermore, the lessee must sign an agreement to abide by the Association documents and the Rules and Regulations.
- f) Subsequent to the initial approval by the Interview Committee, any other occupants must submit an application, pay appropriate fees and be approved. No subletting is allowed nor any transient accommodations.
- g) It shall be the sole exclusive obligation and responsibility of the owner or his designated representative to ensure that his lessee complies with Rules and Regulations of the Association, as well as the Declaration of Covenants, Conditions and Restrictions of the Association, in as much as the Declaration and Rules and Regulations shall apply to the lessee with the same force and effect as they do the owner.

- h) All tenants shall execute a written document prior to moving into a residence, which shall contain the following clauses:  
"Lessee hereby acknowledges receipt of a copy of the Rules and Regulations to the Association and agrees to abide by same "No subletting or assignment of this lease is permitted".
- i) Sale. No sale or other transfer of a unit may take place without the prior issuance of a Certificate of Approval by the Association. The purpose of the requirements for the Certificate of Approval is to assure that the prospective purchaser/owner is aware of their obligations as a member of the Association and have been interviewed and informed by the Association prior to the consummation of the sale or transfer.
- j) No owner can lease a unit during the first 2 years of ownership.

**Board Approved on 9-28-2017**

#### 5. TRASH PICK UP AND LITTER

- a) No trash will be placed on the common areas unless it is in a heavy duty, securely covered garbage container, with unit number on garbage container. No garbage bags are allowed except when bagging foliage. Foliage and bulk items cannot be placed out for pickup until Thursday morning. Failure to comply could result in fines being assessed.
- b) No trash containers will be placed on the common areas prior to the morning of the day of a regularly scheduled garbage pick-up. The recycle bins may be put out the night before a scheduled pick up.

#### 6. PATIOS AND RESIDENCE MAINTENANCE

- a) Neither homeowners nor tenants shall cause or permit anything that detracts from the general appearance of the community.



- b) Patios shall be maintained in a manner such as to not be offensive to either neighbors or the community.
- c) No clotheslines, towels or similar articles shall be hung outdoors for any purpose whatsoever, except within the patio of an owner at a level below the height of the patio fence.
- d) Wading pools, barbecue cookers, etc. for the exclusive use of a resident shall be used only within the patio area.
- e) Only approved name signs may be displayed on any exterior portion of the unit, patio or windows.
- f) Unit owners may install hurricane shutters, exterior patio lighting, window sun screening and screened patio enclosures, provided they have received written prior approval as required by Article X of the Westwood Gardens Declaration of Covenants, Conditions and Restrictions. Hurricane shutters may be installed in accordance with Rules and Regulations regarding hurricane shutters. Permanent hurricane shutters may be clear or the T-1 1 1 wood in accordance with the building color. Metal hurricane shutters may not be installed prior to June 1<sup>st</sup> and must be removed no later than November 30<sup>th</sup>. All other types of hurricane window coverings may only be used with the issuance of a "hurricane warning" and must be removed once the "warning" is no longer in effect.
- g) Nothing may be placed in trapezoid windows except vertical blinds. Blinds, drapes, other items or window treatments that would be visible from adjacent units or common areas must receive the prior approval of the Architectural Committee and/or the Board of Directors.

## 7. OTHER RULES

- a) Bicycles, toys, garbage cans, clutter or any other personal property shall not be left outside the homeowner's patio.

Items left in common areas will be subject to confiscation by the Association.

- b) Pool, basketball, tennis and handball court regulations posted at the facilities shall be adhered to, without exception.

No skate boards, scooters, roller skates, sidewalk chalk or pets in these areas.

- c) Parents will be held responsible for the proper conduct of their children, guests, or the children of their guest. Homeowners will be held liable for damage and repair to the Association property as a result of their tenants and guests.

- d) No unit owner shall in any way deface or change the color of the exterior of his unit.

- e) The Association has arranged for cable television facilities to be made available. In no event shall any exterior television antennas, satellite dish receiver, or radio antennas be permitted, except as per applicable law.

- f) Without the recommendation and approval of the Board of Directors or their designated landscaping committee, no owner or resident shall do any planting or decorating on Association Property. Unauthorized planting will be removed at cost to the Owner of the Unit.

- g) All owners and lessees of units in the community shall abide by the provisions of the Receipt of Documentation Form, and all Association Documents for Westwood Gardens Homeowner's Association, Inc.

- h) Vandalism will not be tolerated. Persons responsible will be prosecuted by law.

#### 8. PENALTIES AND ASSESSMENTS

- a) Any expense incurred by the Association in enforcing these provisions shall be a lien on the offending units, in accordance with the Receipt of Documentation Form.

- b) The Board of Directors shall have the power to levy assessments, and under its authority shall enforce the above restrictions and regulations. Assessments not paid when due, together with late fees, interest and cost of collections, shall become a continuing lien on the offending units as per the Receipt of Documentation Form.
- c) The Association may impose fines, not to exceed \$50.00 per day, per violation (up to any maximum limit allowed by law), on any Owner and/or Tenant for any violations of the Declaration, the Articles, the By-Laws, and Rules & Regulations; as amended from time to time: and/or violations of the law; by Owners or Owner's Tenants; and/or their family members, agents, guests, visitors, servants, etc. Each and every violation shall be the responsibility of and attributed to Owner regardless of whether the offending party is in fact the Owner.
- d) A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before the Hearings Committee.
- e) On all payments due the Association not received within five (5) days after the due date, a late charge of \$25.00. payable immediately, will be assessed. For the monthly payments, that is after the fifth (5<sup>th</sup>) day of the month for which the payment is due: for all other payments, it is the date given in the notice. Principle and late charges accrue interest at the rate of 18% per annum and are lien-able according to the provision of the ByLaws and Receipt of Documentation Form.
- f) The water bill will be mailed to you by AMERICAN WATER AND ENERGY SAVERS. (Gardens only).
- g) Any owner, who wishes to rent his /her unit, must be current with all assessments including water and sewer charges, before he/she can rent his/her unit.
- h) Failure to make water and sewer payments will result in the

Association turning off your water service. (Gardens only.)

#### 9. COMPLAINTS

- a) Complaints alleging violation of any of the Rules and Regulations shall be made in writing to the Board of Directors. The Board of Directors will act only upon receipt of a written, dated, signed complaint.

#### 10. VIOLATIONS

Observance of these rules by owners, lessees, their families, guests and employees of owners is the responsibility of the Owner. Violations will be called to the attention of the violating owner or other responsible person. Disagreements concerning violating will be presented to and judged by the Board of Directors for action. Should the conduct be deemed in violation of the provision of the Receipt of Westwood Gardens Rules and Regulations, the Articles of Incorporation, the By-Laws of said Association, or these rules. then the Board of Directors will notify the individual owner that the conduct is in violation of the above described cited authority. If the conduct deemed to be in violation does not cease and desist upon notification by the Board of Directors, then the Board shall have the right to enforce the provision of the Declaration, Articles of Incorporation, By-Laws or Rules and Regulations through the institution of legal proceeding by seeking an injunction from a court of competent jurisdiction.

#### 11. VALIDITY

If any By-Law, Rule or Regulation contained herein shall be deemed to be invalid by a court of law, such fact will in no way affect the validity of any other By-Law, Rule or Regulation.

**BOARD APPROVED REQUIREMENTS FOR PATIOS**  
**FOR THE TOWNHOUSES IN WESTWOOD LAKES L&K**

1. The patio must be installed by a licensed professional who specializes in Brick Paver installation
2. Patios cannot be larger than 10' x 20'.
3. The patio must start at a height of 2 ½ inches from sliding door threshold and slope 1/8 inch per foot.
4. No gazebos/screen tents will be allowed to be left up overnight.
5. Table with a single pole umbrella will be allowed.
6. Only grills with a cover will be allowed.
7. Potted plants are ok, but no planted hedges or trees will be allowed to be permanently installed by homeowner.
8. Absolutely no garbage can or recycling bins ever to be stored on patio. To be stored in garage.
9. Nothing besides a table, chairs for the table and a grill are to be stored on the patio.
10. The H.O.A. reserves the right to remove un-authorized items and/or patio or demand to be removed at homeowner's expense.
11. All patios must be approved by the H.O.A. and all contractors must supply a copy of their License and insurance.
12. East side residents must check utility easements. Any damage to common area on east or west side common area due to patio installation is that homeowner's responsibility. A damage deposit may be required.

Respectfully Submitted By the L.A.C.E. Committee

**05/20/2021**