

This instrument prepared by  
and when recorded return to:

Jonathan J. Ellis, Esq.

**SHUMAKER**

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**CERTIFICATE OF AMENDMENT TO**  
**THE RULES AND REGULATIONS OF WILDERNESS LAKE PRESERVE**  
**HOMEOWNERS ASSOCIATION, INC.**

This Certificate of Amendment to The Rules and Regulations of Wilderness Lake Preserve Homeowners' Association, Inc. is made as of the \_\_\_\_\_ day of November, 2019, by Wilderness Lake Preserve Homeowners' Association, Inc. (the "Association").

**WHEREAS**, the Association is a nonprofit corporation duly organized and existing under the laws of the State of Florida which is governed by Chapter 720, Florida Statutes, and the Declaration of Covenants, Conditions and Restrictions of Wilderness Lake Preserve, as recorded at OR book 4885 page 1182, of the official records of Pasco County, Florida, as amended from time to time ("Declaration");

**WHEREAS**, Article VIII Section 1 of the Declaration authorizes the Association to adopt Rules and Regulations governing Wilderness Lake Preserve;

**WHEREAS**, at a duly noticed meeting of the Board of Directors of the Association, at which a quorum was present, held on the October 22, 2019, in the manner required by the Association's governing documents, the Board of Directors voted to approve the Wilderness Lake Preserve Homeowners' Association Rules and Regulations ("Rules and Regulations") attached hereto as **Exhibit A**;

**WHEREAS**, the Rules and Regulations attached as Exhibit A amend, retitle and replace earlier rules and regulations adopted January 1, 2017 and titled "Book of Community Standards."

**NOW, THEREFORE**, the Association hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.
2. All initially capitalized terms not defined herein or in the Rules and Regulations shall have the meaning set forth in the Declaration.

3. In the event that there is a conflict between the Rules and Regulations and the Declaration, the Declaration shall control.

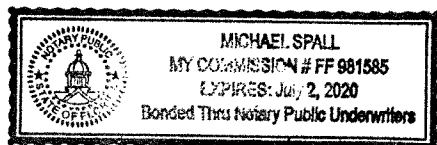
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of the date first written above.

**WILDERNESS LAKE PRESERVE  
HOMEOWNERS' ASSOCIATION, INC.**

Sign: Teresa Harvison  
Teresa Harvison, President

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 25 day of February, 2019 by Teresa Harvison as President of Wilderness Lake Preserve Homeowners' Association, Inc., a Florida nonprofit corporation, on behalf of the corporation, who are personally known to me or have produced \_\_\_\_\_ as identification.



Michael Spall  
NOTARY PUBLIC  
Print Name: Michael A Spall  
My Commission Expires: 7-2-2020



**Wilderness Lake Preserve  
Homeowners Association  
Rules and Regulations  
Adopted October 22, 2019**



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## **MANAGEMENT AND ADMINISTRATION**

### **Introduction**

The community of Wilderness Lake Preserve is a planned unit development comprised of 856 single family homes and 92 villa homes. The developers envisioned a community where residents can live, work and play. In order to preserve, protect and enhance the property values of those who purchase homes within the community of Wilderness Lake Preserve, the developer created the Wilderness Lake Preserve Homeowners Association, Inc. ("Association"). All owners of property within the Wilderness Lake Preserve community are Members of the Association. This Membership includes certain mandatory obligations, financial responsibilities and a commitment to abide by the Association's Governing Documents, which include but are not limited to the Declaration of Covenants, Conditions and Restrictions of Wilderness Lake Preserve, its Bylaws, Articles of Incorporation and adopted Resolutions, Rules and Regulations and Architectural Review Criteria. The Association and its members are also subject to Chapter 617 and Chapter 720, Florida Statutes.

### **Mission**

To maintain, protect, and enhance the value of the homes within Wilderness Lake Preserve, foster a sense of community among the Members, pursue excellence in all that the Association does, build a community that is based upon principles and values, and to record and manage this vision through a system of governance that respects this perspective.

### **The Governing Documents**

Anyone who purchases a home in Wilderness Lake Preserve should obtain a copy of the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, By-laws, and all amendments that may have been made to each of these documents. All of which are public record recorded in Pasco County. Copies may be obtained from the management company; however you will be charged a copy fee for the document package. Documents may also be viewed and/or downloaded from the community website. The following is an overview of the governing documents specific to the Wilderness Lake Preserve Homeowners Association (HOA):

Declaration of Covenants, Conditions and Restrictions (CCRs)	The CCRs are recorded in the public records of Pasco 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 Wilderness Lake Preserve. The CCRs 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.
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Articles of Incorporation	Filed with the Florida Secretary of State and as an exhibit to the CCRs, the Articles establish the Association as a not-for-profit corporation under Florida law.
By-laws	These are details providing the manner in which The Association's internal affairs will be conducted. Included in this document are the requirements for noticing and conducting meetings, voting rights of Members, election procedures, and job descriptions for officers and committees. This is recorded as an exhibit to the CCRs.
Amendments or Supplements	These are recorded at some point after the CCRs are recorded and may add land or impose additional obligations or restrictions on the property. Amendments may be made to the CCRs, Articles, and By-laws and may be amended by a vote of the Membership as outlined in the CCRs, Articles and By-laws.
Architectural Review Criteria	The Wilderness Lake Preserve CCRs require that standards and guidelines for improvements and modifications to the exterior of a home (including structures and landscaping) be developed. The Architectural Review Criteria were created by the developer and can be amended by the Architectural Review Committee.
Rules and Regulations	These are adopted by the Board of Directors to govern the use of property, activities and conduct. Rules and Regulations are not recorded in the public records of Pasco County.
Board Resolutions/Policies	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.

### **Community Development District**

The Wilderness Lake Preserve Community Development District (CDD) is a local, special purpose government entity authorized by Chapter 190 of the Florida Statutes as amended, and created by ordinance of Pasco County as an alternative method of planning, acquiring, operating, and maintaining community-wide improvements in planned communities. A CDD provides the "solution" to Florida's need to provide valuable community infrastructure generated by growth, ultimately without overburdening other governments and their taxpaying residents. Community Development Districts represent a major advancement in Florida's effort to manage its growth effectively and efficiently. This allows a community to establish higher construction standards, meanwhile providing a long-term solution to the operation and maintenance of the community's facilities. It should be maintained that the HOA and CDD are separate entities serving different areas of Wilderness Lake Preserve's needs.

### **The Homeowners Association (HOA) Board of Directors**

The governing authority for the Association is the Board of Directors. The Board of Directors is comprised of unpaid volunteers, and is responsible for the administration of the Association. The Board has 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 Covenants, Conditions, and Restrictions (CCRs) 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 to a committee but ultimately the Board is responsible for all decision making.



### **The difference between the CDD and HOA:**

CDD governs many of the common areas (i.e.: Lodge, pool, playgrounds, and any areas not owned by a Homeowner) including wetlands, setbacks and/or right-of-way on individual lots.

HOA governs any area owned by a Homeowner (i.e.: the lot and the home that resides on). Sidewalks, driveways and areas between the sidewalk and road are included in homeowner owned area.

### **ARC**

Governs any architectural changes to a Homeowners property (i.e.: paint, landscape, modification of home).

### **Quorum**

A majority of the Board or ARC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of Board or ARC.

### **Audio Recording Of Association Meetings**

Audio recording of association meetings is allowed. Video recording of association meetings is not allowed at any time with no forewarning. Residents wishing to videotape any board meeting must complete and submit a written request to the community manager a minimum of 48 hours before meeting start time which includes the homeowner name, address, and contact phone number. Anyone unwilling or unable to follow these procedures may be asked to leave the meeting in order that the meeting may be conducted without further interruption. The presiding officer may adjourn the meeting or take such other action as deemed necessary in order to maintain order.

### **Homeowners Have the Right To:**

1. Responsive and competent community association.
2. Honest, fair and respectful treatment by community leaders and managers.
3. Participate in governing the community association by attending meetings, serving on committees to the extent appointed by the Board, and standing for election to the extent allowed by law.
4. Access appropriate association books and records.
5. Prudent expenditure of fees and other assessments.
6. Live in a community where the property is maintained according to established standards.
7. Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
8. Receive all documents that address rules and regulations governing the community association—if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
9. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.





### **Homeowners Have the Responsibility To:**

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat association leaders honestly and with respect.
4. Vote in community elections and on other issues.
5. Pay association assessments and charges on time.
6. Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
7. Request reconsideration of material decisions that personally affect them.
8. Provide current contact information to association leaders or managers to help ensure they receive information from the community.
9. Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

### **Community Leaders Have the Responsibility To:**

1. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
2. Exercise sound business judgment and follow established management practices.
3. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
4. Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
5. Establish committees or use other methods to obtain input from owners and non-owner residents.
6. Conduct open, fair and well-publicized elections.
7. Welcome and educate new members of the community – owners and non-owner, residents alike.
8. Encourage input from residents on issues affecting them personally and the community as a whole.
9. Encourage a sense of community.
10. Conduct business in a transparent manner when feasible and appropriate.
11. Allow homeowners access to appropriate community records, when requested.
12. Collect all monies due from owners and non-owner residents.
13. Provide a process that residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights—where permitted by law and the association's governing documents.
14. When deemed necessary, initiate foreclosure proceedings.
15. Make covenants, conditions and restrictions as understandable as possible.
16. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees as required under Chapter 720, Florida Statutes, Chapter 617, Florida Statutes, or other applicable law, as amended.

### **Records Request**

Records defined as the official records available for inspection and copying are those designated by the Florida Statue 720 as amended. Every unit owner or the unit owner's authorized representative, as designated in writing, (hereinafter collectively referred to as "unit owner") shall have the right to inspect or copy the official records pursuant to the following rules. The Board of Directors may take any available legal action to



enforce these rules, including the levy of a fine. Please refer to the current Record Inspection Policy for details

1. Any requests by Members of the Association to inspect official records or obtain copies of such records shall be in writing and shall be sent by certified mail to the office of the Association's management company, Greenacre Properties, Inc., 4131 Gunn Highway, Tampa, Florida, 33618, via U.S. Mail. Any communications sent by email to the management company or the Board of Directors are not deemed to be received by the Association. Communications sent by email or U.S. Mail to the individual homes of Directors or Officers are not deemed to be received by the Association.
2. Each request must include an address and a telephone number where the Member may be contacted. An e-mail address is also recommended.
3. Any Member requesting that records be produced must state in detail the specific records that they wish to inspect or copy. Inspection or copying of Records may be limited to those Records specifically requested in advance, in writing.
4. Inspections will be arranged, by appointment only, at a time and place to be designated by the Association, during business hours Monday through Friday. Inspections are generally intended to take place at the offices of the Association's management company, but under special circumstances the Board of Directors, or its Agent may designate that such inspections take place at another location.
5. All inspections are limited to a maximum of one request per month for any member, for a maximum of 8 hours of inspection time. No member may submit more than one request for inspection or copying of the same Record in any six-month period.
6. Official Records will not be researched. For example, a request to "provide the electric bills for the five most expensive months during the past four years" would not be acceptable. A request to "provide access to all electric bills for the past four years" would be acceptable.
7. Neither the Association, or its Agent will be required to interpret any document found within the Official Records and need not answer questions for a Member during the course of the inspection of the official records. Questions can be submitted to the Board of Directors in writing via the management company for a later response if the Board or management deems a response necessary.
8. No document or report will be created in a format other than that document or report as kept in the ordinary course of business. To accommodate a request for inspection of the Official Records, records which may have been kept in an electronic format will be made available electronically or printed so that they can be reviewed by the Member.
9. There will be a witness present during the inspection. In the event that the conduct of a Member during the inspection of the Official Records becomes disruptive or otherwise inappropriate for the location of the inspection, the inspection may be terminated at the discretion of the Association, or its agent.
10. No Member may mark, write upon, alter or remove any portion of the Official Records. Any violation of this provision may result in a suspension of that Members right to inspect the Official Records.
11. The cost for copies will be \$.25 cents per page, or such other amount as may be determined from time to time, to the maximum extent permitted by law. All copying will be done by the personnel at the office where the records are inspected, unless the Association chooses to have the copies made by an outside vendor, in which case the actual cost of copying will be charged to the member requesting the records.
12. Reasonable costs of personnel and other administrative costs, required to respond to and comply with any request may also be charged to the requesting Member to the maximum extent permitted by law.
13. Any written requests for inspection or copying not complying with these rules shall not be honored.



### **Suspension of Common Use Rights & Voting Privileges**

If an owner is delinquent paying their Association dues or any other fees/fines assessed by the association, some of their rights can be suspended. This includes the suspension of their right to vote at any membership meeting. Once the dues are paid in full, these rights will be restored.

### **Collection of Tenant Rents**

If an owner is delinquent paying their Association assessments, the Association has a right to collect the back assessments from the tenant if the home is rented. If not already provided to the Association, the Owners and or Tenants shall provide a copy of the lease to the Management Company upon request. The tenant will be required to pay their rent to the Association until the dues are paid in full. The rent will be due in the same manner as stated in the tenant's lease. Owners legally do not have the right to interfere with this process or to threaten eviction of their tenant for complying with the Association.

### **Member Participation at Association Meetings and Code of Conduct**

Wilderness Lake Preserve Homeowners Association conducts Board of Directors, Annual, and Special meetings of the membership as necessary. Every Member of the Wilderness Lake Preserve Association shall have the right to speak at meetings to the extent required and permissible under Florida Statutes Section 720.303 (2). Members are invited to attend all meetings. Closed meetings may be held only as provided under Florida Statutes. 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. Upon vote of the Board of Directors at a Board of Directors meeting, or by the members at a members meeting, time limitations for speaking or other rules 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.

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), unless invited to do by the Board.

At every Board meeting, a public forum will be held 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. A Member may not transfer his or her right to speak to another member and no member may exceed the three (3) minute time limit, unless authorized by the Board. 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.

Members must sit quietly and refrain from speaking until recognized by the meeting chair. Members must not interrupt anyone who validly has the floor, or otherwise disrupt the meeting. 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. Members must refrain from



engaging in personal oral attacks on Board Members, fellow Association Members and/or Community Manager and should refrain from using other Members' names when speaking.

All remarks should be addressed to the Board, not the audience. During General Membership Meetings, comments must be confined to the agenda item being discussed. Members may not speak for a second time until everyone who wants to speak has been given a chance to speak once nor may the members speak more than twice on any one issue, subject to the discretion of the meeting chair. Members must obey all orders made by the meeting chair, including an order to step down. 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**

Florida Law provides that the Declaration of Covenant, Conditions and Restrictions is a contract between the Association and the Owner. A Member in "good standing" shall be defined as (1) 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; and (2) a Member who has no unresolved violations of the Governing Documents or Chapters 720 or 617, Florida Statutes. Members who are not in good standing as defined above shall not be eligible to serve on the Association's Committees and are considered in default of their contractual obligation to the Association. Members delinquent 90+ days in assessments cannot serve on the Board of Directors and any Director who becomes delinquent 90+ days in assessments is automatically removed from the Board of Directors by operation of Chapter 720, Florida Statutes.

## **ARCHITECTURAL AND CONSTRUCTION REQUIREMENTS**

### **Approval Required From Architectural Review Committee (ARC)**

As set forth in greater detail in the Declaration and Architectural Review Criteria, Owners must obtain advanced written approval from the Association's Architectural Review Committee ("ARC") for any construction, modification alteration or other improvements of any kind to a Lot or Residential unit, except interior alterations not affecting the external structure or appearance. Modifications subject to ARC approval include, but are not limited to the following: painting or other alteration of a dwelling (including doors, windows and roof); installation of solar panels or other energy-generating devices; construction of fountains, swimming pools, whirlpools, or other pools; construction of privacy walls or other fences; addition of awnings, shutters, gates, flower boxes, shelves, statutes or other outdoor ornamentation; installation of patterned or brightly colored internal window treatment; any alteration of the landscaping or topography of the Lot, including without limitation the cutting or removal of trees in excess of two inches (2") in diameter at breast height; planting or removal of plants; the creation of any pond or swale or similar features of the landscape. Procedures and substantive requirements for construction, modification, alteration and other improvements are set forth in the Declaration and the Architectural Review Criteria.



### **Appeal to Board**

Upon final disapproval the applicant may appeal the decision of the ARC to the Board within thirty (30) days of the ARC's written review and disapproval. Review by the Board shall take place at a Board meeting no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefore, except the Board shall have the discretion to summarily deny an appeal without review where the Owner failed to request and attend a rehearing before the ARC. The Board shall notify the Owner of its decision within thirty (30) days of the date of the meeting for the review, but the Board's failure to do so shall not be construed as approval. The decision of the Board in any appeal shall be final and binding upon the applicant, his heirs, legal representatives, successors and assigns.

### **Commencement**

No work shall commence prior to approval by the ARC and obtaining any required permits.

### **Construction Activities**

Each construction site in Wilderness Lake Preserve shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Wilderness Lake Preserve shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Wilderness Lake Preserve and no construction materials shall be stored in Wilderness Lake Preserve subject, however, to such conditions and requirements as may be promulgated by the ARC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Wilderness Lake Preserve or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited disposed of in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Rules and Regulations. Any permit boards or signs must be removed immediately upon completion of construction and work activities. In the event an Owner fails to comply with the foregoing, the ARC shall have the right, but not the obligation, to cause the boards and/or signs to be removed and to charge an Individual Assessment against the Owner to cover the cost of removal including, without limitation, an administrative fee equal to the greater of \$50 or 15% of the cost of such removal.

### **Required Lists**

There shall be provided to the Association a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, material men and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each builder and all of its employees and contractors and their employees shall utilize those roadways and entrances into Wilderness Lake Preserve as are designated by the ARC for construction activities.



### **Owner Responsibility**

Each Owner is responsible for insuring compliance with all terms and conditions of the Association's Governing Documents, including, but not limited to, these Rules and Regulations and the Architectural Review Criteria by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor the ARC or the Association shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Wilderness Lake Preserve until such time as compliance with the Governing Documents is assured. Each Owner is responsible for restoring any Common Areas damaged or destroyed by work activities of such Owner's contractor(s).

### **Change or Modifications Made Without Approval**

Owners who modify their property without ARC approval may be required to return the property to its prior condition unless subsequently approved. The Association may take any enforcement action available against owners who modify their property without ARC approval, which enforcement actions may include, but not be limited to, suspending use rights, levying fines, or demanding pre-suit mediation and thereafter proceeding with litigation.

### **Completion**

Construction of all improvements shall be completed within the time period approved by the ARC.

### **Permits**

The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction and is responsible for compliance with all applicable building and zoning codes. A copy of the permit (if applicable) is required prior to commencement of the work. Each Owner shall deliver to the Association copies of all construction and building permits as and when received by the Owner.

### **Board or ARC Standards**

The Board or ARC may, from time to time, adopt additional standards governing the performance or conduct of Owners, contractors and their respective employees within Wilderness Lake Preserve. Each Owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The Board or ARC may also promulgate requirements to be inserted in all contracts relating to construction within Wilderness Lake Preserve and each Owner shall include the same therein.

### **Variances**

The ARC or Board of Directors has the right to grant variances from the provisions of the Architectural Review Criteria or Rules and Regulations for reasons of unique practical difficulty or particular hardship which otherwise would be suffered by any owner, without consent of the owner of any adjoining or adjacent home. Any variance shall be manifested by written agreement and shall not constitute a waiver of any restriction or provision of the Architectural Review Criteria or Rules and Regulations as to any other home. **The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion or against any other**



**owner.** Any variance granted shall be valid only until the variance is no longer needed, in which event the property must be brought into compliance with all applicable requirements unless the Board determines that compliance would result in substantial economic waste once the.

## **USE RESTRICTIONS AND MAINTENANCE**

### **Sidewalk Repair**

Sidewalk repair and replacement is the responsibility of the Home Owner, but subject to approval by the ARC. Adjacent sidewalk slabs must be maintained so as not to create a tripping hazard.

### **Portable Basketball Hoops**

Portable basketball hoops may be placed or located in front of a residence without ARC approval provided all eleven provisions found in the Amendment to the Declaration recorded on June 22, 2017 are followed regarding type, placement in and out of use, hours of use, maintenance of equipment and landscaping. Failure to adhere to any of the eleven provisions constitute aviolation of the standards.

### **Garages**

Garage doors must remain closed except when automobiles are entering or leaving the garage.

### **Signs**

Association may establish signs as necessary for purposes of orientation, directional, or traffic control. Owners have the right to display a single "For Sale" sign advertising the sale of their home or contractor's sign during active construction only. No other signs of any kind (i.e.: political, business, personal signs) shall be displayed in the public view on any property within Wilderness Lake Preserve and all Owners of property are subject to these Rules and Regulations do hereby grant from the Association the right to enter upon their property for the purpose of removing and discarding any unauthorized signs. Any contractor's sign must be removed immediately upon completion of construction.

### **Fences**

All fencing shall remain in good repair.

### **Garbage and Trash Containers**

All trash, garbage and other waste shall be kept in sanitary containers with secured lids and, except during pickup, if required to be placed at the curb, all containers shall be kept out of public view from either the front of a Home or from neighboring properties. If garbage or trash containers are not stored indoors residents must complete and submit a design application to the ARC for appropriate landscaping or 4 ft. tan/almond vinyl PVC fencing on the side of the house to conceal the garbage container. No Home shall be used or maintained by an Owner as a dumping ground or storage for rubbish, trash or other waste.



### **Fireworks**

Legal fireworks (“sparklers”) excluding aerial fireworks are only permitted only on the Fourth of July and New Year’s Eve. These firework displays must be under adult supervision and cease no later than 10:00 p.m.

### **Barbecue Grills & Smokers**

Grills and smokers shall be located or permitted upon the back patio or yard of a home. If not screened from view they must remain covered when not in use.

### **Tree Trimming**

Any tree located on homeowner property which overhangs the street shall have a minimum clearance of 14 ft. Trees overhanging sidewalks shall have a minimum sidewalk clearance of 8 feet.

### **Parking**

Street parking is prohibited on Pasco County streets. Parking within street rights-of-way is prohibited. The Association will cooperate with Pasco County in enforcing parking ordinances. Street parking is dangerous to everyone because it can block access for emergency vehicles, hide pets and children at play from view of on-coming traffic, and create the possibility for serious accidents. No vehicles bearing a “for sale” sign shall be parked within the public view anywhere within Wilderness Lake Preserve or on the right-of-way. Vehicles parked on streets the Association owns may be towed without notice.

### **Vehicle Guidelines**

All vehicles must be parked in garages or on driveways. Parking on the grass whether on the Owner’s lot, on common area or on a vacant lot is prohibited.

Limousines, recreational vehicles, boats, trailers, including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may only be kept within Wilderness Lake Preserve in the garage of a home.

Mopeds, motorized scooters, golf carts, ATVs, and mini cycles are prohibited from being operated on the sidewalks or streets within Wilderness Lake Preserve while under engine power. This guideline follows Florida Statute Chpt. 316 which does not allow these vehicles to be operated on sidewalks and public streets.

Except in the garage of a home, no maintenance or repair, except emergency repair (locksmith, tire replacement, broken window replacement) shall be performed within Wilderness Lake Preserve nor shall vehicle repair equipment (mechanic lifts, transmission pullers, etc.) be stored or operated in the public view. Streets are intended for the use of motor vehicles only. Playing games or congregating on the streets is prohibited.





### **Commercial Vehicles**

The term commercial vehicle shall not be deemed to include utility vehicles up to 21'5" in length or clean "non-working" vehicles such as half ton to 1 ton pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation and does not have lettering, graphics or other commercial insignia on it. 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.

No vehicles displaying ladders, commercial advertising, lettering, graphics or other commercial insignia shall be parked within the public view at Wilderness Lake Preserve with the exception of vehicles used by a company that is providing a service to the common areas or a resident. These vehicles may only be parked within Wilderness Lake Preserve for the time that the service is being provided and these vehicles may not remain parked within Wilderness Lake Preserve overnight unless parked within the home's garage. If a homeowner has a need to park a commercial vehicle nightly on their lots, they may park the vehicle and cover lettering, graphics or insignia's with a magnetic or other type covering of the same color as the vehicle.

Motor vehicles, trailers, etc. subject to the terms of Section 31 of the CCR's; there shall be no outside storage or parking within any parcel or within any portion of the common property (other than areas provided therefore within the common property, if any) of any boat, mobile home, trailers (either with or without wheels), motor home, tractor, truck, commercial vehicles or any type, camper, motorized camper or trailer, motorized go-cart or any other related forms of transportation devices. No Owners or other occupants of any portion of the Properties shall repair or restore any vehicle of any kind upon or within the Properties or within any portion of the Common Property, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Lots on paved surfaces or designated areas.

### **Violations and Towing**

Any resident or guest in violation of the parking guidelines will be subject to having their vehicle towed at their sole expense if it remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on it or if it was cited for such violation within the preceding fourteen (14) day period.

Towing company information is posted as required. Additionally, the towing company will notify the police department and management company that it was towed. Residents who report a parking violation to the manager should provide a description that includes license plate, color and make and the day and time that the violation occurred. A photo should also be included if possible. The address of the owner is required.

## **FINING POLICY**

Pursuant to the Declaration of Covenants, Conditions and Restrictions, Article XV, Section 3, and Chapter 720, Florida Statutes, the Board has the power to impose reasonable fines for violation of any requirements imposed under the Declaration, By-Laws and/or Rules and Regulations or requirements of Chapter 720, Florida Statutes. The procedures shall be as follows:



1. Prior to the imposition of any fine hereunder, the Association shall provide the Owners with a First Violation Notice describing (i) the nature of the infraction(s) and (ii) a deadline to correct the violation in accordance with the following schedule:

**Five (5) Days:**

- Remove trash cans stored in view (Dec Art XIII Sec 3 and 15)
- Remove debris stored in view before or after pickup (Dec Art XIII Sec 3 and 15)
- Remove vehicles parked on lawn or other areas not intended for parking of vehicles (Dec Art XIII Sec 31)
- Remove inoperative and/or vehicles with no tags (Dec Art XIII Sec 31)
- Remove trailers, boats, campers, trucks, mobile homes, and/or motorized recreational vehicles stored in view (Dec Art XIII Sec 12 & 31)
- Remove commercial vehicles (Dec Art XIII Sec 31)
- Remove advertising signs (Dec Art XIII Sec 10)
- Vehicle parking on the street (Dec Art XIII Sec 31)
- Remove Holiday Decorations in place 25 days prior to holiday. (Rules and Regulations)
- Remove Holiday Decorations within 15 days after the holiday. (Rules and Regulations)

**Seven (7) Days:**

- Properly dispose of animal waste (Dec Art XIII Sec 9)
- Pets should be kept on a leash (Dec Art XIII Sec 9)
- Portable basketball poles need to be stored in front of the residence (Dec Art XIII Sec 35 See amendment 2017)
- Remove Holiday Decorations (Rules and Regulations)
- Lot maintenance - mow, weed, edge, and trim your yard (Dec Art X Sec 1)
- Remove pavement weeds (Dec Art X Sec 1)
- Replace or Install mulch (Dec Art X Sec 1)
- Trim landscaping and trees (Dec Art X Sec 1)
- Remove window or wall air conditioning units, which are prohibited (Dec Art XIII Sec 13)
- Palm Tree Maintenance (Dec Art X Sec 1)



**Fourteen (14) Days:**

- No ARC approval; submit ARC form (Dec Art XIII Sec 2)
- Remedy discolored sidewalk, driveway or curb (Dec Art X Sec 1)
- Mailbox should be one style, shape, and color (Dec Art XIII Sec 28)
- Mailbox should be properly repaired and not discolored (Dec Art XIII Sec 28)
- Water softeners, trash containers, propane tanks and other items must be screened from view from the street (Dec XIII Sec 3)
- Replace missing house number (Dec Art X Sec 1)
- Discolored fence (Dec Art X Sec 1)

**Thirty (30) Days:**

- Replace damaged or diseased plantings (Dec Act X Sec 1)
  - Repair/replace yard submit ARC first if is a Florida Friendly Design (Dec Art XIII Sec 1)
  - Remedy discolored house (Dec Art X Sec 1)
  - Remedy discolored roof (Dec Art X Sec 1)
  - Fence needs stained, painted or replaced (Dec Art X Sec 1)
  - Remedy raised sidewalk(s) over ½" (DCCRs Art IX Sec 1) (ARC IV.F.J.)
  - All other violations not specifically listed herein.
2. If the violation(s) is/are not corrected within the applicable time period after the First Violation Notice, the Association will provide the Owners with a Second Violation Notice providing an additional time period to correct the violation(s) in the duration set forth in the preceding paragraph.
  3. If the violation(s) is/are not corrected within the applicable time period after the Second Notice of Violation, the Association shall give the Owners at least 15 days' notice of a meeting of the Board of Directors at which the Board of Directors will vote to levy a fine for the violation(s). Owners may attend the Board of Directors meeting and present evidence as to why the Board of Directors should not levy a fine. Owners may be represented by counsel at the Board of Directors meeting provided they deliver written notice of their intent to have counsel present at least seven (7) days prior to the meeting.
  4. All violation(s) not corrected within the time periods set forth herein may be assessed a fine of \$100 per violation per day, beginning on the first day the violation existed (including days within the notice periods), not to exceed the aggregate total of \$1,500 per notice.



5. If the Board of Director levies a fine the Association will give the Owner at least 14 days' notice of the fine and of a hearing of the Association's Fining Committee to approve or disapprove the fine. The Owner or his or her counsel (with notice of counsel's attendance as provided in paragraph 3 above) may present evidence before the Fining Committee as to why the fine should not be imposed and the Association may present evidence as to why the fine should be imposed. At the hearing, the Fining Committee shall confirm or reject the fine. The Association will send written notice to the Owner of the outcome of the Fining Committee meeting.
6. All imposed fines remaining unpaid for more than 5 days after the Owner is notified that the fine was imposed by the Fining Committee may be referred to the Association's attorney for collection by foreclosure or otherwise. Payment of any and all attorneys' fees and costs incurred by the Association for the purpose of collection of the fine will be the responsibility of the Owner.
7. Appropriate legal action or referral to the mediation process as defined by Florida Statute 720 may be taken at any point during this process in lieu of or in addition to levying fines. Mediation and legal fees are to be reimbursed as defined by Florida Statute 720 and the Association's Governing Documents.
8. All residents should respond in writing to violation letter notices, so the Board can review all responses.
9. The Association is allowed but not required to grant reasonable extensions to violation cure periods, if extensions are requested in writing by the owners.

### **ENFORCEMENT BY OTHER MEANS**

In addition to or in lieu of levying fines for violations of the Association's governing documents, the Association may elect any other remedy for enforcement against violations provided for in the Association's Governing Documents or Florida law, including, but not limited to, suspending voting or common element use rights and initiating suit to seek an injunction and/or damages., along with any attorney's fees and costs incurred.

### **AMENDMENTS TO RULES AND REGULATIONS**

The ARC shall recommend from time to time to the Board or the Board may on its own initiative make modifications and/or amendments to these Rules and Regulations. Modifications or amendments shall be consistent with the provisions of the Declaration and shall not be effective until approved by the Board. Notice of any modification or amendment, including a verbatim copy of such change or modification, shall be made available to all unit owners within Wilderness Lake Preserve provided the posting of notice of any modification or amendment to these Rules and Regulations shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

*For a complete list of Deed Restrictions, please refer to your Association's governing documents which are available at: [www.greenacre.com](http://www.greenacre.com).*

These Rules and Regulations replace in whole the "Wilderness Lake Preserve Book of Community Standards." In the event these Rules and Regulations conflict with the Declaration, Articles of



Incorporation or Bylaws, the Declaration, Articles of Incorporation or Bylaws shall control. In the event these Rules and Regulations conflict with the Architectural Review Criteria, the Architectural Review Criteria shall control with respect to requirements for plans for construction or alteration of units, and otherwise these Rules and Regulations shall control. In the event these Rules and Regulations conflict with any other governing document, the later in time shall control.

**Wherefore, the Board of Directors adopted the foregoing Rules and Regulations at a duly noticed and conducted Board of Directors meeting held on October 22, 2019.**

**Board of Directors**

**Wilderness Lakes Preserve Homeowners Association, Inc.**

Sign: Teresa Harvison

Print: Teresa Harvison

Title: President

Date: Feb. 25, 2020