

Windsor Park Abacoa Homeowners Association, Inc.,
A Florida not for Profit Corporation
(The "HOA")

AUTHORITY OF THE ACC ARCHITECTURAL CONTROL COMMITTEE
("ACC")

Adopted on 3/31/2016
- DK, CS, GP

A. Authority of the ACC.

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The authority of the ACC is set forth in Article XII of the Declaration of Covenants, Conditions, and Restrictions for Windsor Park, Article VI of the Bylaws, and further supported by other provisions of the Governing Documents. The Governing Documents stipulate that the ACC shall regulate the external appearance, use, and maintenance of the Community Wide Standard and that no improvements, including without limitation, pools, saunas, spas, Jacuzzis, screen enclosures, buildings, mailboxes, animal pens, dog runs, fences, decorations, attachments, fixtures, alterations, exterior repairs, removal or replacement of landscaping, changes of paint or stain color may be erected, constructed, affixed, placed, planted or altered on any home until the proposed plans, specifications, identification of exterior colors and finishes, landscaping plan and plot plan showing the location of each such improvement has been approved by the ACC. Refusal of approval of any proposed improvement is in the sole discretion of the ACC taking into consideration aesthetic considerations, the Community Wide Standard, the harmonious relationship among structures, and the natural vegetation and topography of the community. The Governing Documents specify that ACC approval is not required for repainting in the colors originally approved, or rebuilding/repairing in accordance with originally approved plans and specifications, and that there are no limitations to the rights of homeowners to remodel or repaint the interior of a residence, so long as such remodel or repaint does not affect the exterior of the home or lot.

B. ACC Procedures and Community Standards.

On behalf of the HOA, the ACC is empowered to propose and implement procedures for submission of plans and specifications for ACC approval, and recommend new standards or revision of standards pertaining to architectural design features, exterior colors and materials, details of construction, location and size of any structure, and landscaping materials for approval of the HOA Board.

C. Limitation of Responsibilities.

The ACC assumes no liability with regard to the structural integrity of any homeowner request. The ACC makes no representation as to its expertise regarding either the structural adequacy, capacity or safety features of proposed improvements or structures as shown on submitted plans, or in the ultimate construction of approved changes, modifications, additions, deletions and new construction. Homeowners are required to hire licensed and insured contractors and the ACC assumes no responsibility for the performance of any contractor.



D. Committee Structure and Meetings.

The ACC shall consist of no less than three (3) members. The HOA Board of Directors has the right, power, authority and obligation to appoint and remove members of the ACC and shall confer the ACC with final decision making authority for all ACC approval requests. The ACC shall meet as necessary to review applications and render its decisions in writing within forty five (45) days of receipt of a completed application and payment of a damage deposit as set forth in the Deposit Schedule, has been made to the Association.

Notice of any meeting of the ACC shall be conspicuously posted in the community at least forty-eight (48) hours prior to the meeting. Minutes shall be maintained of all ACC meetings. A quorum of the ACC shall consist of a majority of all members of the ACC. All ACC meeting shall be open to the HOA membership.

No member of the ACC has authority to bind the HOA to any contract or agreement, nor does any member of the ACC have authority to contact the HOA's attorneys, accountants, engineers or other professionals or otherwise incur charges on behalf of the HOA without the prior written consent of the HOA Board of Directors.

The ACC makes decisions based on the information provided by the homeowner and the standards set forth in the Governing Documents and Community Standards. The ACC strives to be fair and impartial in the application review process. ACC approval of plans or specifications submitted by one homeowner shall not be deemed to be a waiver by the ACC of the right to object to any of the features or elements if and when the same features and elements are included in any subsequent plans and specifications submitted for approval by other homeowners. The ACC is authorized to grant variances in accordance with the Declaration from compliance with any of the provisions of the current architectural standards when circumstances such as topography, natural obstructions, hardship, aesthetic, or environmental considerations require.

E. Time Limits.

(1) Notification of Approval. In the event the ACC fails to approve, modify, or disapprove of a request for approval within forty-five (45) days of receipt of said request, approval will be deemed to be granted so long as said request was received in writing to the ACC on a complete and approved application, including all information necessary for consideration and review, and payment of the requisite debris deposit was made to the Association. The ACC has the right to reject an incomplete or inadequate application in order to request additional information as may be deemed necessary in the sole discretion of the ACC. A rejection issued in order to request additional information waives the original forty-five (45) day time period, and a new forty-five (45) day time period will begin upon receipt of the additional information requested.

(2) Disapproval. In the event a request is disapproved by the ACC, the owner shall have the opportunity to appeal such disapproval in writing to the Board of Directors. The written appeal must be received by the Board within thirty (30) days following the final decision of the ACC.

(3) Project Completion. The ACC establishes the time limits for the completion of the changes,



modifications, additions, deletions or new construction for which approval is being sought. After approval by the ACC, improvements must be completed within twelve (12) months from commencement of the improvements. The ACC may establish a reasonably shorter time for completion as a condition of approval, at the discretion of the ACC. The ACC may also grant a request for extension in the event that circumstances beyond the control of the homeowner have caused or will cause a delay in completion. If the ACC does not grant an extension and the project is not completed within the specified time, the HOA may charge a delay penalty of \$100.00 for each day of non-timely completion.

F. Inspections.

While work is in progress, periodic inspections of the status of completion of the improvements may be made by the ACC

The ACC regulates the external appearance, use and maintenance of homeowner improvements to assure compliance with the Windsor Park Governing Documents. The ACC evaluates all applications based on the individual merits of the application. In addition to design components, the characteristics of the individual property and lot size are considered in accordance with the Community Standards.

G. General. The following general criteria apply to all ACC applications for changes, improvements, construction, modifications, or alteration of an exterior of a home or lot, including landscaping:

(1) Conformance with Covenants. All applications are reviewed to confirm that the request is in conformance with all applicable standards set forth in the Windsor Park Governing Documents, Community Standards and any Rules and Regulations as may be promulgated by the Board of Directors for the Association.

(2) Validity of Concept. The basic concept of the proposed changes, modifications, additions, deletions or new construction must be sound and appropriate to the surroundings.

(3) Design Compatibility. The proposed changes, modifications, additions, deletions and new construction must be consistent with the general plan of the development of the community and compatible with the architecture and characteristics of the homeowner's house, adjoining houses and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, and use of materials and color, as specifically set forth in the Community Standards.

(4) Location and Impact on Neighbors. No additions may infringe on a neighbor's privacy and quiet enjoyment of his or her property. Proposed changes, modifications, additions, deletions and new construction must not unreasonably impede, in the discretion of the ACC, a neighbor's access, view, sunlight and drainage.

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(5) Use Restrictions. Use restrictions are contained in the Governing Documents. In purchasing property in Windsor Park, all owners have agreed to comply with these restrictions and any amendments to such restrictions as may be adopted from time to time. Violations of use restrictions will result in result in project denial.

(6) Abacoa POA Review. Any addition, modification or election that is visible from POA common areas or surrounding neighborhoods is subject to review by the POA.

This committee charter is subject to further amendment by the Board of Directors from time to time.

H. Advisory Level

Notwithstanding the foregoing until the time of turnover, the ACC shall serve in an advisory capacity. Pursuant to the amendment recorded on 11/20/2015, as well as the meeting minutes from the board meeting on January 14, 2016, the Developer designated Management Company to process and approve ACC applications. Prior to turnover this committee shall meet with the management company on a regular basis to review and advise on ACC applications

I. Rights reserved to Developer

- (1) Developer Rights. Notwithstanding the foregoing and as referenced in Article XII, Section 2 of the Declaration. "As regards to the Developer or any successor Developer, nothing herein shall give to the ACC the authority to regulate, control or determine external appearance, use or maintenance of property to be developed or under development, or dwellings to be constructed or under construction."
- (2) This Charter shall not be construed to have any review authority over Developer construction, either before or after turnover.

WINDSOR PARK ABACOA HOMEOWNERS ASSOCIATION, INC.

Procedure for Enforcement of Restrictions, Rules and Regulations

(Adopted by the Board on 3/31/16 and effective 3/31/16)

The Board of Directors ("Board") for the Windsor Park Abacoa Homeowners Association, Inc. (the "Association") hereby establishes the following Procedure for Enforcement of Restrictions, Rules and Regulations for resolution of complaints, approval of fines, suspension of rights, and other penalties for non-compliance and violations of the Declaration of Covenants, Conditions, and Restrictions, Bylaws, Articles of Incorporation, and Rules and Regulations ("Governing Documents").

I. Complaint

A written complaint shall be submitted to the Association for any alleged violation of the governing documents reported to the Association or found by the property manager during a routine inspection of the community or other investigation. The complaint should include the name of the member, the property address, the alleged violation of the Governing Documents, and shall be signed by the complainant.

II. Board of Directors Decision to Impose Fines, Suspensions, or Other Penalties

The Board shall review the complaint and shall determine whether to impose a fine, suspension, or other penalty against the member, and if applicable, tenants or other occupants at a properly noticed Board meeting. The notice of the Board meeting shall not include the name of the member that is subject of the complaint, but shall include a general reference that penalties for non-compliant members will be discussed. At its meeting, the Board shall also determine the amount of any fine or the duration of any suspension to be imposed.

a. Remedies and Penalties:

1. Reprimand and warning letter.
2. **Fines:** Each violation shall be subject to a fine of \$100.00 per day, for each day of a continuing infraction, not to exceed \$1,000.00 in the aggregate.
3. **Suspension of Rights:** Suspension of rights to use the common areas and facilities shall be for a reasonable amount of time as determined by the Board.

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b. **Written Notice:** If the Board votes to levy a fine, suspension, or other penalty, the property manager or other authorized delegate of the Board shall send via regular and certified mail, return receipt requested, at the last mailing address provided to the Association by the Owner, a written Notice of Hearing to the member and if applicable, the tenants or other occupants of a hearing to be held in front of the Compliance Committee (CC) for confirmation or rejection of the penalty to be imposed. The written notice shall include:

1. Violation and corrective action necessary to cure the violation within fourteen (14) days of the notice
2. Penalty for non-compliance levied by the Board
3. Date, time, and place for the hearing to be held in front of the CC to confirm or reject the Board's penalty for non-compliance to be held not less than fourteen (14) days from the date of the notice.

III. Compliance Committee (CC)

The Board shall establish and appoint an independent Compliance Committee (CC) consisting of at least three (3), but no more than five (5) full-time resident members, none of whom are Board Members or employees of the Association, or who are related to Board members or employees. The Committee shall designate a Chairperson from among the members of the CC.

A quorum of the CC shall consist of a majority of all members of the CC. All CC meeting shall be open to the Association membership.

No member of the CC has authority to bind the HOA to any contract or agreement, nor does any member of the CC have authority to contact the HOA's attorneys, accountants, engineers or other professionals or otherwise incur charges on behalf of the HOA without the prior written consent of the HOA Board of Directors.

a. **Duties of the CC:** The CC's sole responsibility is to decide by majority vote whether to reject or to approve the fine, suspension, and/or other penalties levied by the Board against the member, tenant, or other occupant. If the CC does not approve the proposed penalty by majority vote, it may not be imposed.

b. **Hearing:** The CC shall conduct a hearing with at least fourteen (14) days Written Notice of Hearing as provided in Section II(b) herein at the date, time, and place indicated in the Notice. The hearing shall be open to all members of the Association. Each party shall be given an opportunity to present testimony and/or other information. Florida counsel for either or both parties may be present at the hearing. The CC shall decide by majority vote of its members present after the presentation is whether to approve or to reject the fine, suspension, or other penalty imposed by the Board. The committee may deliberate outside of the presence of the membership.

c. **Exclusions:** Suspensions of common area and facilities use rights or

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voting rights on account of an member's failure to pay fees, fines, or other monetary obligations to the Association (for 90 days or longer) shall be handled by the Board at a properly noticed Board meeting without the involvement of the CC or requirement for a hearing.

d. **Written Report:** Upon conclusion of the hearing, the CC shall submit minutes or a written report to the Board which shall include an approval or rejection of the fine, suspension, or any other penalty levied by the Board.

IV. Notice of Imposing Penalty

If a penalty is approved by the CC, the property manager or other authorized delegate of the Board shall provide written Notice of Imposing Penalty via regular and certified/return receipt mail to the member, and if applicable any tenants or other occupants, at the last known mailing address as provided to the Association within ten (10) days of the date of the hearing.

a. **Written Notice of Imposing Penalty:** The Notice shall include:

1. The fine, suspension, and/or other penalty imposed
2. The amount of the approved fine and/or duration of the suspension;
3. If applicable, the deadline for paying any amounts due.

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