

**RULES AND REGULATIONS OF**  
**WEYBOURNE LANDING NEIGHBORHOOD ASSOCIATION, INC.**  
**Effective Date: January 1, 2026**

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**RULES AND REGULATIONS OF**  
**WEYBOURNE LANDING NEIGHBORHOOD ASSOCIATION, INC.**

These are the Rules and Regulations of Weybourne Landing Neighborhood Association, Inc., a Florida corporation not for profit. These Rules and Regulations will be administered by Weybourne Landing Neighborhood Association, Inc. and/or a management company duly appointed by it (jointly and severally referred to as the "Association").

Except as otherwise specifically defined in these Rules and Regulations, capitalized terms used in these Rules and Regulations shall have the meanings assigned to those terms by the Declaration of Covenants, Conditions and Restrictions for Weybourne Landing recorded June 7, 2019 in Official Records Book 6981, Pages 144 through 240, of the Public Records of Marion County, Florida.

These Rules and Regulations apply to all of Weybourne Landing. Each Owner of each Residential Unit in Weybourne Landing and his or her family members, tenants, invitees, successors and assigns, each resident of each Residential Unit in Weybourne Landing, and each visitor to Weybourne Landing, shall be bound by, and they shall abide by, the provisions of these Rules and Regulations and all other Governing Documents, as the same may be amended from time to time.

1. **Single Family Residential Use, Resident Photo IDs, Gate Access and Guests.** Each Residential Unit shall be used for single-family residency only. Single-family shall mean and refer to (a) a group of one or more persons each related to the other by blood, marriage, or legal adoption, provided that such group does not exceed more than two (2) adults per bedroom or a maximum of four (4) related people who maintain a common household in a Dwelling; or (b) a group of not more than two (2) persons not all so related together with up to one (1) person related by blood, marriage, or legal adoption to one of the other two (2), for a maximum of three (3) people who maintain a common household in a Dwelling. The number of individuals approved for occupancy by the Association for each Residential Unit will depend on the individual facts and circumstances of each application including, but not limited to, the age, number, and relationship of the proposed Occupants, and the size and configuration of the Residential Units. Photo ID cards and gate access controls will be issued only to residents who have been approved for occupancy in the community. Up to two (2) photo ID cards per household may be issued to residents who have been approved for occupancy in the community. Up to two (2) gate access controls per household may be issued to residents who have been approved for occupancy in the community. Photo ID cards are updated every five (5) years. Additional annual fees will apply for more than two (2) occupants regardless of usage of facilities.

Guest(s) shall mean an individual(s) who stay(s) overnight at a Residential Unit on a transitory basis (not to exceed 30 days) at the invitation of the Owner(s) without payment compensation to or by such individual(s). Guests exceeding 30 consecutive days of overnight stay in a Resident Unit shall be considered Occupants of the Residential Unit and are subject to the Association's Residential Application approval process. Guests who exceed 30 consecutive days of overnight stay in a Residential Unit without written Association approval of the occupancy, are in violation of this rule.

2. **Maintenance and Alterations.** Each Occupant shall keep and maintain the interior and exterior of his or her Residential Unit in good, presentable, clean and sanitary condition and

repair, including but not limited to the fixtures in the Dwelling or Home, the Lot in which the Dwelling or Home is located and the lawn and landscaping on that Lot.

No alteration or modification of the exterior or structural components of any Residential Unit, of the landscaping or lawn irrigation (sprinkler) system on any Lot, nor any exterior painting of doors, driveways, or exterior areas of any Dwelling, Home or Lot, nor the installation, alteration or painting of any fence or wall, may occur or be made without the specific advance written approval of the Association or its designee. In considering any request for approval of a proposed alteration or modification, the Association or its designee will take into account the easement rights of others in the access, ingress, egress, utility, drainage and other easements within the affected Lot or Common Areas of the Community. Under no circumstance shall a homeowner modification negatively impact or alter the grade or drainage flow of any property. It is the Occupant's obligation to make application to the Association at its designated offices for any proposed alteration or modification prior to commencement of the work. If an Owner encloses any exterior area of the Dwelling or Home with a screen or other enclosure, or if the Owner encloses any portion of the Lot or Parcel with a fence or other enclosure, the enclosed area shall be considered thereafter as an interior portion of the Dwelling or Home that shall be the obligation of the Owner to maintain, repair and replace, at the Owner's sole cost and expense. Enclosed areas that are in view shall fall under the same guidelines as stated within these Rules and the Community Standards. The provisions of this rule are supplemented by the Community Standards attached hereto as Exhibit "B" and incorporated herein by this reference.

3. **Garbage and Trash.** Routine disposal of garbage and trash shall be accomplished only on the designated days for Weybourne Landing. No garbage or trash receptacles may be placed outside the Residential Unit before 7:00 pm the night before the designated pick-up day(s) or left out past 7:00 pm on the designated pick-up day(s). There shall be no disposal within Weybourne Landing of any unusual or excessive garbage or trash generated from within any Residential Unit (including but not limited to clothing, household furnishings or construction debris) except in drop storage containers, construction debris containers or dumpsters approved by the Association and provided by the applicable Owner, resident or other party at no cost to the Association. No trash, rubbish, debris, garbage or other waste material or refuse shall be placed, stored or permitted to accumulate on any part of Weybourne Landing except in covered or sealed sanitary containers. All such sanitary containers must be stored within each building, buried underground, or placed within an enclosure or concealed by means of a screening wall of material similar to and compatible with that of the building. These elements shall be integrated with the concept of the building plan, shall be designed so as not to attract attention, and shall be located in the most inconspicuous manner possible.

Appropriate compost containment storage bins, that will not attract rodents, are subject to the review and approval of the ARB. No open composting in piles is allowed.

4. **Animals.** No livestock, birds, poultry, reptiles or other animals of any kind shall be raised, bred or kept in the Community by any Occupant of any Residential Unit except for a reasonable number of dogs, cats, birds or other usual and customary household pets kept or maintained solely as domestic pets and not for any commercial purpose. For the purposes hereof, numbers in excess of three (3) of each such type of usual and customary household pet (other than aquarium-kept tropical fish) per Residential Unit shall be presumed unreasonable, but the Board shall have the authority in its sole and absolute discretion, and upon such terms and conditions as may be deemed appropriate by the Board, to grant permission for a larger number of animals in

any Residential Unit. Animals brought into Weybourne Landing must be well behaved. Any animal deemed too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance, as determined by the Association in its sole and absolute discretion, may be excluded from Weybourne Landing by the Association. In addition, upon the written request of any Owner, the Board may conclusively determine, in its sole and absolute discretion, whether or not, for purposes of this section, a particular animal is a usual and customary household pet and/or whether or not a particular animal is too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance. The Board shall have the right to require the owner of any animal deemed by the Association to be too noisy, aggressive, offensive, threatening, disruptive or otherwise an actual or potential nuisance to remove such animal from Weybourne Landing. While outside Residential Units, all animals must be kept on a leash or other restraint, including back yards unless fenced, and must be accompanied at all times by the owner or custodian. No storage or disposal of animal feces in your yard, the common property or undeveloped property is allowed. Animal(s) may not be tethered in the yard without being accompanied by the owner or custodian and must be constrained within the boundaries of the property. Animal feces must be picked up immediately and disposed of properly by the owner or custodian of the animal. Each Owner shall be liable to the Association for the cost of repair of any damage to the Neighborhood Common Property or Neighborhood Limited Common Property caused by any animal belonging to such Owner or to any occupant of such Owner's Residential Unit. All animal food shall be kept in proper storage containers, and stored in an interior location, so as not to attract wildlife. Any feeding, excluding approved bird feeders, intentional or otherwise, of any wildlife, including but not limited to coyotes, feral cats and migratory water fowl, is strictly prohibited. This includes feeder stations, broadcasting feed, or otherwise making readily available food (including salt licks) that would be attractive to these forms of wildlife.

5. **Offensive or Unlawful Activities.** No occupant nor their guests, shall do or permit to be done anything that interferes with the rights, comfort or convenience of other owners, residents, guests, or visitors. No improper, unsanitary, unsightly, offensive or unlawful use, condition or activity shall be permitted, conducted or maintained in the Community by any occupant or occupant's guests or visitors to Weybourne Landing, and all applicable governmental laws and regulations shall be observed. No nuisances shall be allowed, nor use or practice, which is the source of an annoyance to occupants, or which interferes with the peaceful possession of any other occupant within the Community. No Owner, resident or visitor may use or play, or permit to be used or played anywhere in Weybourne Landing any mechanical, electrical or other device (including but not limited to any musical instrument, stereo, amplifier, radio or television) between the hours of 11:30 p.m. and the following 7:00 a.m. in a manner that disturbs any other Owner, resident or visitor in Weybourne Landing. The use, enjoyment and occupancy of Weybourne Landing shall be carried out in such manner as not to cause or produce any of the following effects discernible outside buildings located thereon or affect the adjoining property or any portion or portions thereof: noise or sound that exceeds the levels permitted under the Marion County Noise Ordinance, as amended from time to time; offensive or abusive language, behavior or acts; smoke, noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; or vibration. For the purposes of interpreting and implementing this section, the Board shall have exclusive and absolute authority to determine whether or not any existing or proposed activity or condition violates this section.

6. **Skateboarding, skating, rollerblading and similar activities.** Skateboarding, skating, rollerblading and similar activities are permitted only on the Residential Units and streets

in Weybourne Landing and shall not be permitted in any other Neighborhood Common Property or Neighborhood Limited Common Property in Weybourne Landing.

7. **55 and Older Community.** Weybourne Landing has been designated as housing for persons who are fifty-five (55) years of age or older. At least eighty percent (80%) of the Residential Units in Weybourne Landing must be occupied by at least one person who is fifty-five (55) years of age or older. In order to ensure that Weybourne Landing qualifies as housing for persons fifty five (55) years of age or older under the Federal Fair Housing Act (42 U.S.C. 3601, et seq.), satisfies the occupancy and age verification requirements of Rule 100.307 of the U.S. Department of Housing and Urban Development (24 C.F.R. 100.307), and complies with the requirements of the Florida Fair Housing Act (Chapter 760, Florida Statutes) and the rules and regulations of the Florida Commission on Human Relations, a survey of the residents of Weybourne Landing will be conducted and updated by the Association as and to the extent required by applicable law. Each Owner and resident shall cooperate with the Association in its efforts to comply with the requirements of the above-mentioned acts and rules and regulations, and with all other applicable laws. Such cooperation shall include (but shall not be limited to) providing to the Association, within 10 days after written request, such information (such as but not limited to identification of whether at least one occupant of the Residential Unit is fifty-five (55) years of age or older and the current age or date of birth of such person) and signed surveys, sworn affidavits, certifications and other reliable, legally sufficient documentation as may be required from time to time by the Association.

Declarant and the Association shall have the authority to make any additional capital improvements upon the Neighborhood Common Property and Neighborhood Limited Common Property necessary to provide facilities or services specifically designed to meet the requirements of the Fair Housing Act, as amended, and other applicable laws.

No child under the age of seventeen (17) years shall be allowed to reside in any Residential Unit in the Community. A child under the age of seventeen (17) may visit a Residential Unit overnight for up to thirty (30) days in any twelve (12) month period. An Owner or approved occupant who owns or occupies his or her own Residential Unit may permit one (1) minor only to reside in the Residential Unit with him or her, but only if the minor is at least seventeen (17) years of age and a member of that Owner's or occupant's family. The Association may request documentation from an Owner or occupant of a Residential Unit, including school records, to determine the age, residency, or other relevant information concerning a minor occupying or visiting a Residential Unit.

Notwithstanding the foregoing, in the event any modification to the Federal Act and the Florida Act which would make less restrictive the requirements for eligibility for the exemption for "housing for older persons" provided by both the Federal and Florida Acts, then, in such event, those less restrictive standards may, in the sole discretion of the Board, be adopted by the Board alone and shall supersede and replace the eighty percent (80%) occupancy standard described herein.

8. **Leasing and Sales of Residential Units.** Pursuant to the Governing Documents, no Residential Unit may be occupied, leased or sold without the prior written approval of the occupant, lessee or new owner by the Association. Approval of lease renewals is required at the end of the approved lease term and approval of all non-owners is required every three years, regardless of the lease term. Without limiting the generality of the foregoing, the Association shall

have the right, in its sole and absolute discretion, to deny approval of any proposed occupancy, lease or sale if, following the taking of the proposed occupancy, making of the proposed lease or closing of the proposed sale, the Residential Unit will not be occupied by at least one (1) person who is fifty-five (55) years of age or older. However, no person shall be denied the right to purchase, lease or occupy a unit because of race, religion, sex, national origin, marital status, sexual orientation, gender identity or handicap.

As a condition precedent to consideration for approval, each prospective occupant, lessee and purchaser must inform the Association in writing whether the Residential Unit will be occupied by at least one (1) person who is fifty-five (55) years of age or older and each proposed occupant, lessee and new owner shall appear for an interview with a designated representative of the Association, and submit to a background check to be arranged by the Association. New background checks for non-owners are required every three years.

In no event may any Residential Unit be leased in a furnished condition for an initial term of less than six (6) months plus one (1) week, and no Residential Unit may be leased in an unfurnished condition for an initial term of less than one (1) year. Residential Units may be leased, licensed or occupied only in their entirety, except as described in the following paragraph, and no fraction or portion of a Residential Unit may be rented. Individual rooms of a Residential Unit may not be leased on any basis. Notwithstanding the foregoing, the father, mother, sibling or child of the occupant, lessee or purchaser may also reside in the Residential Unit provided that all other occupancy restrictions and requirements are met.

Occupancy of any Residential Unit owned by any corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust or other form of artificial entity shall be limited to any person who: (a) is fifty-five (55) years of age or older; (b) currently holds a title and senior management position with that artificial entity or currently owns (directly or indirectly) at least a ten percent (10%) beneficial interest in that artificial entity; (c) is an authorized signatory on the principal bank account of that artificial entity; AND (d) has had his or her name, title and senior management position or ten percent (10%) or more beneficial interest registered by the artificial entity with the Association, in writing, not less than forty-five (45) days prior to first occupancy of the Residential Unit by such person. Not more than four (4) persons meeting the foregoing criteria may be registered with the Association for occupancy of a Residential Unit at any one point in time. In addition, no single artificial entity, and no two or more artificial entities under direct or indirect common ownership or control, may own or control, whether directly or indirectly, more than three (3) Residential Units in Weybourne Landing at the same time.

The Association may initiate and pursue (but shall not be obligated to initiate or pursue) any legal or equitable action or other lawful means to remove from any Residential Unit any person whose occupancy has not been approved in writing by the Association.

9. **Notices.** All official notices to the Owners from the Association must be approved by the president or vice president of the Association. No Member of the Association (other than the president or vice president of the Association) shall make or permit to be made, any written, typed, printed or electronically-transmitted notice of any kind, or post the same on any bulletin board, or mail or otherwise circulate, publish or broadcast the same to any other Association Member, which purports to be an official act or notice of the Association. Communications of a social nature or purpose sent to other Owners by any Owner, in his or her personal capacity, will

not be deemed to be official notices from the Association, but they must bear the identity of the Owner making or uttering such communications and such Owner shall be fully responsible for the contents of such communication. Except as otherwise required or permitted by the Governing Documents or applicable law, all notices to the Owners shall be mailed to each Owner at the address on file for such purpose with the Association. All notices to the Association shall be sent to 8445 SW 80th Street, Ocala, Florida 34481 or such other address or addresses as may be designated from time to time by written notice from the Association to the Owners.

10. **Solicitation.** In order to promote a harmonious community and to minimize disturbing residents' quiet enjoyment of their homes, solicitation by vendors, service companies, or any Owners, residents, or visitors is prohibited without the prior, written consent of the Association. This includes solicitation on behalf of political campaigns, political candidates, voter awareness groups, petitions for governmental action, civic organizations, service clubs, school groups, charitable organizations, religious organizations, etc. Notwithstanding the foregoing, nothing herein prohibits representatives of the Association from contacting Owners and residents in their homes. Also, no vehicle or other item may be placed or advertised for sale on the exterior of any Residential Unit or on any Neighborhood Common Property, Neighborhood Limited Common Property or CDD-owned property, including but not limited to any street in Weybourne Landing, without the prior written consent of the Association and, in the case of the CDD-owned property, the applicable CDD. No estate sales, garage sales, yard sales, tag sales or similar activities may be held or conducted in Weybourne Landing without the approval of the Association.

11. **Vehicles.** No unregistered motor vehicles, no motor vehicles with expired registration and no abandoned motor vehicles (whether or not currently registered) are permitted at any time in the Community. Any motor vehicle that remains unregistered, decal deactivated or unmoved for a period of fifteen (15) days or more may be treated by the Association as having been abandoned unless the owner thereof first notifies the Association in writing of the owner's intent to leave the vehicle unmoved for a longer period of time and the Association consents in writing to such longer period of time. At no time shall the Association grant permission for motor vehicles to remain unmoved for any period of time if such situation shall create a public safety concern. If a motor vehicle is determined to be unregistered, has an expired registration, is in the common area or at community amenities, is abandoned, or a safety concern, the Association may post notice on such motor vehicle and tow after 24 hours at the owner's expense if not removed per Rule 13.14. Towing.

No commercial vehicles or containers of any kind (including but not limited to commercial trucks, vans, pickup trucks, or any vehicle retrofitted with commercial bins and/or racks, roof top carriers, flashing strobe lights, lettering, advertising, trailers, drop storage containers, construction debris containers and dumpsters) and no recreational vehicles of any kind (including but not limited to RVs, campers, trailers and boats) may be parked overnight in Weybourne Landing without the prior consent of the Association. The preceding sentence does not apply to any vehicles or containers brought into the Community incidental to any maintenance or repair activities undertaken by the Association, nor to any marked law enforcement vehicles. The preceding sentence does not apply to any vehicles or containers brought into Weybourne Landing incidental to any maintenance or repair activities undertaken by the Association. The Association may designate (but shall not be obligated to designate), in writing, approved areas for placement of such vehicles or containers in Weybourne Landing. Also, by first obtaining a written permit from the Association, an Owner or resident of Weybourne Landing may be allowed to park an



RV/motor home in that Owner's or resident's driveway for a period not exceeding twenty-four (24) hours for the purpose of preparing (loading-unloading, cleaning, etc.) the RV or motorhome being outfitted prior to departure on a trip or upon returning from a trip.

Each Owner or resident who regularly drives or maintains a motor vehicle within the community must display a "vehicle identification" in the form prescribed by the Association. Such vehicle identification shall remain the property of the Association.

Each Owner shall provide for parking of vehicles off streets within Weybourne Landing. Except as otherwise specifically designated by the Board or permitted by the Governing Documents, no parking on grassed areas shall be permitted in Weybourne Landing. There shall be no outside storage or parking upon any portion of Weybourne Landing of any mobile home, trailer (either with or without wheels), motor home, tractor, truck (other than personal-use pick-up trucks and sport-utility vehicles), commercial vehicles of any type (including, without limitation, cars or trucks with advertising signs or lettering), camper, motorized camper or trailer, boat or other water craft, boat trailer, motorcycle, motorized go-cart, or any other related forms of transportation devices, except if in an enclosed garage, or otherwise permitted in writing by the Association. No Owners or other occupants of any portion of Weybourne Landing shall repair or restore any vehicle of any kind upon or within Weybourne Landing except: (a) within enclosed garages or workshops, or (b) for emergency repairs, and then only to the extent necessary to enable the movement thereof to a proper repair facility.

Despite any reference on the plat of Weybourne Landing Phase 1 to potential use of the "B" Tracts and the "L" Tracts for travel by low-speed vehicles, golf cars, golf carts and motorized disability access vehicles, all use of said vehicles within the "B" Tracts and the "L" Tracts shall be limited to the paths and passageways, if any, that are designated for that purpose from time to time by the Association.

No vehicle may be parked, in whole or in part, on any unpaved surface in Weybourne Landing. No vehicles may be parked on the street overnight without the prior consent of the Association.

~~All private golf carts brought into Weybourne Landing shall at all times comply with the Private Golf Cart Rules attached hereto as Exhibit "A" and incorporated herein by this reference.~~

12. **Vehicle Covers.** Motor vehicle covers designed to fit the make/model of the vehicle are allowed so long as such motor vehicle is currently registered. No tarps or other unfitted materials are allowed at any time.

13. **Low Speed Vehicles ("LSVs") and Golf Carts.** The use and operation of LSVs and/or Golf Carts within the Community are subject to all applicable Florida laws, Marion County Ordinances, rules, regulations and rules of the road. The owner of such vehicle will be required to complete the LSV/Golf Cart Form and Release of Liability attached hereto as Exhibit "A" and incorporated herein by this reference.

13.14. **Towing.** The Association shall have the authority, but not the obligation, to have any vehicle that violates this rule removed from the Community, without compensation or notice to anyone except as may be required by applicable law, and to levy fines for non-compliance in accordance with the Declaration.

The Association may tow any vehicle that is unregistered, has an expired registration or is abandoned, after proper notice. (For the purpose of this section, a vehicle may be treated as abandoned if it has been unmoved from a residential parking space or driveway for 15 days or more or if it is parked in any common area, any community amenities, or on any street for 24 hours or more without the prior consent of the Association).

If such vehicle (unregistered, expired registration or abandoned) is parked in any common area, on any street within the community or at any community amenities, the Association reserves the right to post a twenty-four (24) hour notice on the vehicle, after which time the vehicle may be towed at the owner's expense. It will be the owner's responsibility to provide proof of registration.

If such a vehicle is parked in a residential driveway or parking space for fifteen (15) days or more, excluding enclosed garages, and without written authorization from the Association, it will be posted for a fifteen (15) day notice, citing the violation(s). If the violation(s) is not cured within 15 days, the vehicle may be towed at the owner's expense.

In the sole opinion of the Association, vehicles parked in such a location or manner that they present a serious threat to safety or property damage may be towed immediately at the owner's expense.

**14.15. Loading and Unloading.** No loading or unloading of trucks, trailers, construction debris containers, dumpsters, vans or similar vehicles or containers shall be permitted in Weybourne Landing during non-daylight hours or on Sundays or legal holidays without the prior written consent of the Association. Drop storage containers, PODS, or other similar type units (such as dumpsters for remodel) may only be placed in the driveway, and for up to 72 hours. All other time frames and locations must be approved with prior written consent from the Association. Anyone requesting such consent shall be required to apply to the Association, in writing, not less than forty-eight (48) hours prior to the date on which the loading or unloading is to occur. The application for consent must contain a statement showing reasonable cause for the consent to be granted and must also contain the names, residence addresses and driver's license numbers of all persons who will enter Weybourne Landing for the purpose of loading or unloading any vehicle or container. Any person loading or unloading any vehicle or container in violation of this rule shall be considered to be trespassing in Weybourne Landing.

**15.16. Owner Audio and Video Recording at Association Meetings.** Any Owner may make audio and/or video recordings of meetings of the Board of Directors, committee meetings, or Owner meetings, subject to the following restrictions:

(a) **Distractions Prohibited.** The only audio and video equipment and devices which Owners are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.

(b) **Placement of Equipment.** Audio and video equipment shall be assembled and placed in position not less than sixty (60) minutes in advance of the commencement of the meeting.

(c) **Stationary Equipment.** Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

(d) **Notice of Recording.** Advance written notice shall be given to the Board of Directors no less than twenty-four (24) hours prior to the Board meeting by any Owner desiring to utilize any audio or video equipment at the meeting.

**16.17. Owner Inspection of the Official Association Records, Records Requests.**

(a) **Inspection Requests.** All requests for inspection of the official records of the Association shall be in writing.

(b) **Notice of Inspection Request.** All requests for inspection of the records or requests for copies of records shall be delivered to the Association at the address specified by the Governing Documents either by personal delivery or by certified mail.

(c) **Date and Time of Inspection.** The inspection shall occur at a date and time acceptable to the Association, but, unless a later date is requested or agreed to by the Owner, not later than the tenth (10th) business day after the receipt by the Board or its designee of the written request for inspection. The Owner may suggest alternative dates and times for the requested inspection for consideration by the Association.

(d) **Records to be Inspected.** Each written request shall specifically outline the records which the Owner or the Owner's authorized representative requests to inspect or obtain copies.

(e) **Owner Information.** Each written request shall contain the name of the Owner who is making the request for inspection or copy, the address of that Owner's Residential Unit, and a telephone number where the person who is making the request may be reached during normal business hours. If a written request is made by an authorized representative (i.e., attorney, C.P.A., etc.), the request shall contain all of the above, plus the identity of the authorized representative. This will enable a representative of the Board of Directors to confirm the appointment for inspection of the records.

(f) **Hours of Inspection.** Appointments for inspection of the records of the Association must be made between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday, except when these days fall on a legal holiday.

(g) **Limitations.** Inspection of the official records or for copies of Official Records of the Association shall be limited to no more than one (1) request or the equivalent of one 8-hour business day per calendar month for each Residential Unit, as represented by the Owner or the Owner's authorized representative. Additionally, each period of inspection shall be no longer than two (2) hours in length.

(h) **Reproduction Costs.** An Owner may make or obtain copies of the records that are the subject of that Owner's inspection for a charge which is based on the Association's actual costs for reproducing and furnishing the requested records, including but not limited to associated handling expense.

**17.18. Owner Participation at Owner Meetings.**

(a) **Written Request.** All requests to speak at a meeting of the Owners shall be in writing and shall specify the agenda item or items to be addressed.

(b) **Notice of Participation Request.** All requests to speak at a meeting of the Owners must be received by the Association at the address specified by the Governing Documents not less than the greater of seventy-two (72) hours or three (3) business days prior to the applicable Owner meeting.

(c) **Topic of Participation.** Owners shall only be permitted to speak on specific agenda items, as reflected in the posted notice of the meeting of the Owners, and shall be limited to comments, opinions or questions. The Board of Directors will not participate in a debate with any Owner or Owner's representative.

(d) **Limitation on Participation.** An Owner who desires to speak on an agenda item may only address the particular agenda item one time during each meeting.

(e) **Length of Participation.** An Owner who desires to speak on an agenda item or items may speak for a cumulative maximum time of three (3) minutes during each meeting.

(f) **Board Discussion.** After all Owners who filed their written requests with the Association on or before the greater of seventy two (72) hours or three (3) business days prior to the meeting have had an opportunity to speak on the particular agenda item which was contained in the written request, the Board may discuss that item and said discussion shall be without interruption from the floor.

(g) **Recognition by Chairperson.** Participants must be recognized by the Chairperson before being permitted to speak.

(h) **Prohibited Activities.** Shouting, profanity or comments of a slanderous or derogatory nature, or otherwise disrupting the meeting, shall not be permitted. Participants engaging in this type of conduct are subject to any and all available legal remedies.

**18.19. Owner Participation at Board of Directors and Committee Meetings.**

(a) **Written Request.** All requests of Owners to speak at a Board of Directors or committee meeting shall be in writing and shall specify the agenda item or items to be addressed.

(b) **Notice of Participation Request.** All requests to speak at a Board of Directors or committee meeting shall be received by the Association at the address specified by the Governing Documents not less than the greater of twenty-four (24) hours or one (1) business day prior to the Board of Directors or committee meeting.

(c) **Topic of Participation.** Owners shall only be permitted to speak on specific agenda items, as reflected in the posted notice of the Board of Directors or committee meeting, and shall be limited to comments, opinions or questions. The Board of Directors or committee will not participate in a debate with any Owner or Owner's representative.

(d) **Limitation of Participation.** An Owner who desires to speak on an agenda item may only address the particular agenda item one time during each meeting.

(e) **Length of Participation.** An Owner who desires to speak on an agenda item or items may speak for a cumulative maximum time of three (3) minutes during each meeting.

(f) **Board or Committee Discussion.** After all Owners who filed their written requests with the Association on or before the greater of twenty-four (24) hours or one (1) business day prior to the meeting have had an opportunity to speak on the particular agenda item which was contained in the written request, the Board or committee may discuss that item and said discussion shall be without interruption from the floor.

(g) **Recognition by Chairperson.** Participants must be recognized by the Chairperson before being permitted to speak.

(h) **Prohibited Activities** Shouting, profanity or comments of a slanderous or derogatory nature, or otherwise disrupting the meeting, shall not be permitted. Participants engaging in this type of conduct are subject to any and all available legal remedies.

19.20. **Signs.** Each Residential Unit may identify its Occupants by a name plate of a type and size approved by the Association or its designee and mounted in a place and manner so approved. No signs, advertising, or notices of any kind or type whatsoever, including but not limited to "Political" "Garage Sale", "Yard Sale", "For Rent" or "For Sale" signs as to any Residential Unit, vehicle or personal property, shall be permitted, posted or displayed in a manner so as to be visible from the exterior of any Dwelling or Home, on any Lot or parcel, or elsewhere in the Community without the prior written approval of the Association. Stickers or signage, not to exceed 2" by 6", advising of the following are permitted in the nearest lower corner of the window near front and back entrance with the prior written approval of the Association: alarm company information, surveillance cameras in use, special needs such as oxygen in use and first responder alerts.

20.21. **External Antenna.** No dish, Over-the-Air-Reception Device (OTARD) or other similar equipment (collectively referred to as Antennas) which is greater than one meter in diameter or diagonal measurement may be placed on the exterior of any Residential Unit, Lot or upon any Neighborhood Common Property. The Association has an interest in the safety of structures within the community and limiting structures that may present a threat to the safety of residents and their property. Each Owner installing an Antenna one meter or less in diameter or diagonal measurement on a Residential Unit or Lot must meet federal, state and local requirements and should as much as possible, follow the Associations Standards for Antenna Installation (refer to Community Standards). An Owner installing an Antenna shall consider, address, and document the structural safety for the welfare of the residents of Weybourne Landing community (including an evaluation of whether such item may pose a hazard to adjoining Lots).

The foregoing provisions shall not be construed as any opinion, representation, warranty or guarantee as to the structural safety or soundness of same, nor shall it be deemed to provide any opinion, representation, warranty or guarantee with respect to potential hazards to health or safety caused by any such item or device.

Installation, maintenance, and use of all Antennas shall comply with the current rules of the Federal Communications Commission (FCC) and must comply with all requirements and permitting of the Florida Building Code and any and all applicable government bodies.

The ARB, the Association, or any person acting on behalf of any of them, shall not be liable for any cost, injuries or damages incurred by any Owner or Builder or any other party

whatsoever, due to any Antenna, radio masts, towers, poles, aerials, DBS, or other similar equipment placed on any Home, Lot, or Neighborhood Common Property.

The foregoing shall not have the effect of prohibiting or limiting the Declarant, the Association, and their respective designated licensees from installing Antennas, masts, or other equipment for security, cable television, satellite receiving facilities, mobile radio, wireless networking, or other similar system within the Weybourne Landing community.

**21.22. Clotheslines.** The balconies, porches and terraces shall be used only for the purposes intended and shall not be used for hanging garments or other non-decorative objects, or for cleaning of rugs or other household items. Prior to the erection or installation of any clothesline on any Residential Unit, the Occupant of that Residential Unit shall obtain from the Association written approval of the proposed location of the clothesline in order to permit the Association to minimize the negative aesthetic impact of such clothesline on adjacent properties and streets; provided, however, the Association shall not exercise its approval authority in any manner which has the effect of prohibiting clotheslines on any Residential Unit.

**22.23. Hurricane Shutters.** The Board of Directors shall, from time to time, establish hurricane shutter specifications that comply with the applicable building code, and establish permitted colors, styles, materials and installation standards for hurricane shutters. Subject to the provisions herein, the Association shall approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The Board shall be entitled to amend the Specifications without notice for the purpose of remaining in compliance with all applicable building codes and manufacturer standards without notice to Owners.

Owners not present in their Residential Unit during hurricane season shall arrange to secure their Residential Unit (including outside patios) prior to a storm watch or warning and Owner shall be responsible for the Residential Unit after the storm, should damage occur. Owners shall contact the Association with the names of those individuals responsible for their Residential Unit.

Any damage to the building structure or interior of the Residential Unit resulting from either the installation of or the use of storm shutters shall be promptly repaired by the Owner. The Association shall have no obligation with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters.

**Specifications:**

**Type:** Track mounted removable panel that fit within the masonry or frame opening and tracks that are permanently anchored into the precast lintel and filled masonry units flanking a window opening; or track mounted rollaway shutters permanently attached to the precast lintel and filled masonry units flanking a window opening. Any other material or storm shutter system shall require specific written approval by the Association.

**Material:** Galvanized metal, Lexan (clear), powder coated steel or aluminum.

**Panel Color:** White, clear, or galvanized finish. Color shall be factory applied.

**Track Color:** White, factory applied.

Attachment: Anchor bolts or other means of attachment shall be non-ferrous or stainless steel and in conformance with shutter manufacturer's specifications. In no case shall anchor strength be less than 2,400 lbs. pull out and 1,500 lbs. shear for concrete lintel or column, and not less than 1,220 lbs. shear when installed in a frame opening.

Shutter system shall be in conformance with the Metro Dade Standards PA202-94, PA201-94 and PA203-94. Installation shall be capable of withstanding sustained wind speeds in excess of 120 mph.

No wall penetration shall be made into hollow concrete block or at any location other than within the masonry or frame opening.

All wall penetrations shall be sealed at the time of installation with urethane caulking compound conforming to (specification) or other caulking compound approved by the Association. Track shall be caulked at all edges contacting masonry or frame opening with white caulking compound conforming to (specification).

Inspection: Owner shall submit a review and inspection fee as determined by the Board with each application for modification.

**23.24. Transfer Approvals and Consents.** Any approval or consent of the Association required to be obtained by these Rules and Regulations may be granted, denied or conditioned, or for cause withdrawn, by the Association in its sole and absolute discretion. In order to be effective, a transfer approval or consent of the Association must be written and signed by at least one (1) officer of the Association.

**24.25. Enforcement.** The Association shall be entitled to collect from any person or entity that violates these Rules and Regulations any and all expenses incurred by the Association in enforcing these Rules and Regulations and in preventing, correcting or abating any such violation, including but not limited to reasonable attorney's fees and court costs. The Association may also seek the assistance of local law enforcement officials to prevent, correct or abate any violation of these Rules and Regulations or applicable laws, but it shall not be required to do so.

**25.26. Severability.** If any provision of these Rules and Regulations or the application thereof to any person or circumstance shall be invalid or unenforceable, the remainder of these Rules and Regulations and the application of such provision to all other persons and circumstances shall not be affected thereby and shall continue in full force and effect.

**26.27. Prior Rules Superseded.** These Rules and Regulations supersede and replace all prior rules and regulations promulgated by the Association.

**27.28. Unmanned Aerial Devices.** Drones (as defined in Florida Statutes, Section 934.50(2)(a)) or similar unmanned aerial devices, either with or without cameras, shall not be operated by an Owner (including without limitation, any Owner's sales or listing agents, or any other agent of an Owner), Lessees, guests or invitees on, over, or from any Lot or Common Area within On Top of the World community except for the limited purpose of an Owner or their authorized agent periodically inspecting the Owner's respective lot or Home, or as otherwise permitted by the Board from time to time. All drones or similar unmanned aerial devices shall

only be operated in accordance with Federal, State and Local regulations, all as may be amended from time to time. In no event shall an operator of a drone or similar unmanned aerial device invade the privacy of another person (as defined in Florida Statutes, Section 934.50(3)(b)) on any Lot or the Common Area nor shall an operator of a drone or similar unmanned aerial device photograph or video persons in the On Top of the World community without their prior written consent. No person shall operate a drone or similar unmanned aerial device in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, Owners, Lessees, guests or invitees. Unmanned Aerial Devices are only permitted to be flown or used for personal recreational purposes in Common Properties specifically designated for such purposes, i.e., the On Top of the World Radio Controlled Flying Field, and other future area(s) that may be designated for such purposes. Any damage caused by a drone or unmanned aerial device is the financial responsibility of the drone or unmanned aerial device owner.

**28.29. Exempt Entities and Properties.** Despite anything in these Rules and Regulations to the contrary, these Rules and Regulations do not apply to or bind Declarant, any Residential Unit or other property owned by Declarant, any CDD or any property owned by any CDD, or the Community Amenities Provider or any of the Community Amenity Property.

**29.30. Weybourne Landing Planning Criteria.** The provisions of these Rules and Regulations are supplemented by the Weybourne Landing Planning Criteria attached hereto as **Exhibit "B"** and incorporated herein by this reference.



**DECLARANT APPROVAL**

The undersigned hereby approves the foregoing Rules and Regulations of Weybourne Landing Neighborhood Association, Inc. in compliance with Section 7 of Article III of the Declaration of Covenants, Conditions and Restrictions for Weybourne Landing recorded June 7, 2019 in Official Records Book 6981, Pages 144 through 240, of the Public Records of Marion County, Florida.

**ON TOP OF THE WORLD COMMUNITIES, LLC**

a Florida limited liability company

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

Name: Kenneth D. Colen

Title: President

Date: December 08, 2025

Exhibit "A"

Rules and Regulations  
of  
Weybourne Landing Neighborhood Association, Inc.

**LOW SPEED VEHICLE ("LSV")/GOLF CART FORM**

RESIDENT NAME: \_\_\_\_\_

RESIDENT ADDRESS: \_\_\_\_\_

SERIAL NUMBER: \_\_\_\_\_

YEAR: \_\_\_\_\_ MAKE: \_\_\_\_\_ MODEL: \_\_\_\_\_ COLOR: \_\_\_\_\_

**RELEASE AND LIABILITY WAIVER**

I/We ("Releasor(s)") hereby unconditionally and irrevocably release, waive, and discharge any and all claims, demands, actions, causes of action, damages, losses, or liabilities of any kind—whether known or unknown, contingent or fixed, past, present, or future—against On Top of the World Communities, LLC.; Sidney Colen & Associates, Ltd.; Parkway Maintenance & Management Co.; On Top of the World Real Estate, Inc.; and all related homeowner associations and community development districts, including by not limited to On Top of the World (Central) Owners Association, Inc.; Candler Hills Neighborhood Association, Inc.; Indigo East Neighborhood Association, Inc.; Weybourne Landing Neighborhood Association, Inc.; Circle Square Ranch Master Association, Inc.; and all of their respective parents, subsidiaries, affiliates, officers, directors, members, employees, agents, contractors, insurers, successors, and assigns (collectively, the "Released Parties").

This release applies to any claim for bodily injury, death, property damage, economic loss, or any other harm, including by not limited to those arising from the negligence, gross negligence, premises liability, or strict liability of the Released Parties, in any way arising from or relating to my/our operation, possession, or presence of any golf cart or other vehicle within or upon any property, roadway, cart path, easement, multimodal lane, or facility located within On Top of the World Communities in Marion County, Florida.

Releasor(s) further agree to defend, indemnify, and hold harmless the Released Parties from and against any claims, lawsuits, judgments, settlements, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising from Releasor's operation of a golf cart within the community or any breach of this waiver, including any third-party claims.

Releasor(s) expressly acknowledge and agree that this waiver is intended to be interpreted as broadly and inclusively as permitted under applicable Florida law, and that it shall remain in full force and effect at all times

the undersigned own, operate, or use a golf cart or otherwise access or reside within On Top of The World Communities.

This waiver and release is binding on the undersigned, their heirs, legal representatives, successors, and assigns, and may be enforced by any Released Party as a third-party beneficiary.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

RESIDENT NAME (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

RESIDENT NAME (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

WITNESS NAME (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

## PRIVATE GOLF CART RULES

1. — Private golf carts are allowed in On Top of the World Communities, LLC (the "Community") only if the owner(s) obtains and displays an appropriate, unaltered, current permit on the front driver side panel of the cart (see example below) from the Association and the golf cart and its use and operation comply with these Rules at all times. Golf cart permits are issued at the Resident Services Department in Friendship Commons on a bi-annual or every two year basis. The use and operation of golf carts in the Community are also subject to Marion County Ordinance No. 05-27 and 17-34. Any use of a privately owned golf cart outside the Community is beyond the scope of these Rules and is the exclusive responsibility of the owner(s).



2. — Permission to operate a privately-owned golf cart within the Community is a non-transferable and non-assignable personal privilege and is available only to occupants of the Community.

3. — An identification number and decal will be issued for the cart when the application, release of liability, and proof of liability insurance are received and approved. The identification number and decal shall be placed on the front left side of the golf cart in clear view.

4. — Those residents desiring a handicap sticker for the cart will be required to comply with Section 320.0848, *Florida Statutes*. You may refer to the following website for more information: <http://www.flhsmv.gov/dmv/forms/BTR/83039.pdf> or drop by the Resident Services Department for a copy of the information. The sticker is only valid within the On Top of the World Communities property.

5. — Golf carts may be operated from sunset to sunrise if equipped with, at a minimum, headlights, brake lights, turn signals, and a windshield. Otherwise, carts may only be operated from sunrise to sunset.

6. — All privately owned golf carts must be in good working condition, include a rearview mirror and a reflector warning device in both the front and rear of the golf cart, in addition to any other safety equipment required by the Association or the Marion County ordinance.

7. — Within the Community, all carts must stay on the designated cart paths, multi-modal paths, roadways where existing, and other areas designated for golf carts. Golf carts shall not be driven in private yards, between villas (unless operated in ingress and egress areas) or homes, on sidewalks, or on any golf course unless playing golf and are in compliance with the Golf Course Cart Use Policy. When not in use, golf carts shall be parked in designated parking areas and not on grass or sidewalks. Golf carts may not be operated on any county maintained roadway including SR 200, SW 80th Avenue and may only cross

~~SW 80th Street and SW 80<sup>th</sup> Avenue, SW 90<sup>th</sup> Street and any future county approved crossing at the designated golf cart crossing points.~~

~~8. Golf carts must be stored on owner's property, either in the driveway or garage unless another location is expressly approved by the ARB. Parking in yards and/or on the street is prohibited.~~

~~9. Residents with privately owned golf carts are required to ensure that their private golf carts are restricted to drivers who will operate the cart in a safe, prudent manner and in accordance with all governmental regulations. Each operator of a golf cart must be at least eighteen (18) years of age and be eligible to obtain a valid learner's automobile driver's license or a valid driver's license, or he or she must possess a valid form of government issued photographic identification.~~

~~10. Cart operators must obey all traffic signs and all driver rules outlined in the Florida Drivers Handbook. Please be courteous to pedestrians.~~

~~11. Operation of a golf cart is at the risk of the operator. Cart operators shall be held fully responsible for any and all damages that are caused by the use or misuse of the golf cart by the resident or their guests, and the resident or guest shall reimburse On Top of the World Communities, LLC, its affiliates, and the Association for any and all damages the Community may sustain by reason of use or misuse. As a condition to the issuance of a permit to operate a private golf cart in the Community, the owner(s) of the golf cart and all members of the household will be required to sign a release of liability form required by the Association.~~

~~12. Residents are responsible to provide proof annually that the operation of the golf cart is covered by a resident owned liability insurance policy with policy limits in such amounts as may be acceptable to the Association (currently, \$100,000/\$300,000). Residents are responsible for confirming with their insurance agent/company that the liability insurance covers them for use other than to and from the golf course.~~

~~13. Privately owned electric golf carts are allowed to be operated on the golf course, during the course of play, as long as the above stated conditions are followed, and the On Top of the World Golf Cart Programs/Golf Course Cart Use Policy is adhered to. Absolutely no privately owned gas carts are allowed on any golf course at On Top of the World Communities, LLC~~

~~14. None of the Associations, On Top of the World Communities, LLC, Parkway Maintenance & Management Marion, LLC, SCA Marion Amenities, LLC, On Top of the World Real Estate, Inc. or any of their respective directors, officers, members, partners, employees, agents or representatives shall be responsible or liable in any way to anyone in connection with the existence, operation or use in the Community of any privately owned golf cart. None of the publication or enforcement of these Rules or any inspection or permitting of any golf cart for operation and use in the Community shall be deemed or construed to create any warranty, representation or certification that the golf cart is free of any defect, that it is safe or suitable for operation or use in the Community or that it complies with any applicable law or code.~~

~~15. In addition to any other remedies the Association may have, including, but not limited to, the imposition of fines, any violation of these rules and regulations may result in the revocation of privately owned golf cart privileges.~~

Exhibit "B"

Rules and Regulations  
of  
Weybourne Landing Neighborhood Association, Inc.

**WEYBOURNE LANDING PLANNING CRITERIA**

[See Attached]

**WEYBOURNE LANDING  
NEIGHBORHOOD  
ASSOCIATION, INC.**

**ARCHITECTURAL  
REVIEW BOARD  
PLANNING CRITERIA**

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## **WEYBOURNE LANDING ARCHITECTURAL REVIEW BOARD** **PLANNING CRITERIA**

It is the intent of these Planning Criteria to help assure that Weybourne Landing will be a community of quality homes and buildings with tasteful and aesthetically pleasing architectural designs that are harmonious with surrounding structures and topography. These Planning Criteria promote the use of long-lasting materials and high standards of construction for buildings, landscaping and other improvements.

Pursuant to the Declaration of Covenants, Conditions and Restrictions for Weybourne Landing (the "Neighborhood Declaration"), On Top of the World Communities, LLC (the "Declarant") has appointed the Board of Directors of the Neighborhood Association to serve also as the Weybourne Landing Architectural Review Board (also referred to as the "Architectural Review Board", the "Board" or the "Weybourne Landing ARB"). It is the function of the Weybourne Landing ARB to review and approve or disapprove plans for any proposed construction or alteration of any improvements within Weybourne Landing. The Neighborhood Declaration has granted the Weybourne Landing ARB broad discretionary powers regarding design, construction and development, including architectural style, colors, textures, materials, landscaping, overall impact on surrounding property, and other aesthetic matters. These Planning Criteria set forth the standards adopted by the Board to promote improvements that are aesthetically compatible with each other; to encourage simple elegance in architectural character; and to ensure that improvements are designed and constructed in a manner that reflects the quality and permanence of a premiere residential community.

These Planning Criteria have been adopted pursuant to Article X of the Neighborhood Declaration in order to provide guidelines for builders and homeowners for new construction and for additions or modifications to any existing exterior improvements or landscaping. These Planning Criteria do not include all building, use and other restrictions associated with Weybourne Landing. Accordingly, builders and homeowners should familiarize themselves with the provisions of all of the governing documents of both Weybourne Landing Neighborhood Association, Inc. and Circle Square Ranch Master Association, Inc., as well as applicable laws and building codes. Particular attention should be paid to Article X of the Neighborhood Declaration, entitled "Architectural, Landscape and Site Plan Control."

The inclusion of any requirement in these Planning Criteria shall not preclude the Weybourne Landing ARB's right to disapprove any proposed matter for any reason, and any prior approval by the Weybourne Landing ARB shall have no precedential value or effect. The Weybourne Landing ARB reserves the right to make exceptions and grant variances. These Planning Criteria do not apply to any Community Amenity Property, any property owned by Declarant while such property is owned by Declarant, or any Residential Unit owned by a licensed homebuilder while such Residential Unit is held for the purpose of constructing improvements thereon for resale. All terms used in these Planning Criteria that are defined in the Neighborhood Declaration shall have the meanings provided by the Neighborhood Declaration.

Neither the submission of an Application for Approval of Request for Modification or any proposed plan to the Weybourne Landing ARB, or the review of any such Application or plan by the Weybourne Landing ARB, shall constitute an approval by the Weybourne Landing ARB. No work shall begin before the written approval has been received from the Weybourne Landing ARB. Approval by the Weybourne Landing ARB does not constitute approval by any public permitting agency, nor does it ensure that the proposed improvements will comply with any other applicable codes or standards or that the improvements constructed in accordance with the approved plans

will be safe or suitable for the intended use. Marion County requires building permits for homebuilding and structural modifications, which will necessitate compliance with local and state building codes. In addition, before digging, Florida law requires all homeowners and/or contractors contact Sunshine 811 at 811 or 1-800-432-4770.

### **Appeal Process**

In the event an Application for Approval of Request for Modification for any proposed construction or alteration of any improvement within Weybourne Landing is denied, the following appeal process shall be followed:

1. Written letter addressed to the Board of Directors requesting a review of the original denial.
  - a. Appeal letter shall state reasons why applicant believes that the request is within the guidelines of the Weybourne Landing Neighborhood Association's Governing Documents and these Planning Criteria.
  - b. Appeal letter shall provide all necessary information which applies to the Application for Approval of Request for Modification, including a copy of the Application form as submitted.
2. Appeal letter shall be delivered or mailed to On Top of the World Communities, LLC Resident Services office located at: 9850 SW 84<sup>th</sup> Court, Suite 500, Ocala, FL 34481.
3. The Board has 30 days from receipt of the letter to respond to the appeal.

## **SITE IMPROVEMENT STANDARDS**

### **Site Placement**

All buildings and other improvements shall be placed as approved by the ARB. The existing topography and landscape shall be disturbed as little as possible, such that the required number of trees and other features required by community standards will be preserved and that there shall be no disruption of site drainage on adjoining lots or parcels. The ARB will review the proposed location of all improvements on the site prior to lot clearing. (All improvements must be shown on the Site Plan with measurements drawn to scale). Building additions, Swimming pool installations, patios and other construction modifications shall be placed on the building pad that is outlined in the Major Site Plan for the property on which the improvement is being constructed. Pools which extend beyond the existing building pad shall require a site drainage certification from a Civil Engineer licensed to practice in the State of Florida. Also reference "Pools" on page 4 of the Standards. The property owner shall complete all of the required maintenance and repair work as denoted by the Engineer.

### **Setbacks**

"Setback Line" is defined in the Planned Unit Development for Weybourne Landing (the PUD). The minimum setbacks for Weybourne Landing shall be as follows:

- Front Yard – twenty feet (20') from the front property line.
- Rear Yard – twenty feet (20') from the rear property line; ten feet (10') for swimming pools, screened enclosures, get wet pools, hot tubs, patios and porches.
- Side Yard – five feet (5') from the side property line; fifteen feet (15') abutting any side street.

All setbacks will be measured from the adjacent property line to the nearest point of the dwelling unit.

All setbacks must adhere to the On Top of the World PUD Master Plan and Weybourne Landing and any variances approved by the ARB must also be approved by Marion County prior to commencing any work.

Zero lot line dwellings shall maintain a minimum setback between structures of ten feet (10').

#### **Drainage, Grading, Finished Floor Elevation**

Lots have been graded consistent with the approved Site Development Plan. Special attention shall be given to proper site drainage so that site runoff will not interfere with surrounding home sites and natural drainage flows. Paved areas shall be designed to allow site runoff to drain naturally and not to allow water to collect or stand.

Site plans shall show physical improvements or elements of the landscape or terrain, which control or determine the location or flow of site runoff and drainage patterns. No improvements shall be made that will negatively affect the site grade or drainage to surrounding properties. Any improvements require prior approval of the ARB. Please refer to the ARB **Sample Modification Form**.

#### **Driveways/Walkways**

Parking spaces, garages, curb cuts, walkways and the driveway to a garage shall be planned and executed in an attractive and functional manner and shall consider the location of existing trees, topography, streetscape and compatibility with surrounding improvements. NO driveway shall connect to any internal collector road unless allowed under the Master Site Plan.

All home sites shall have a driveway of stable and permanent construction of at least twelve feet (12') in width. Unless prior approval is obtained from the ARB, all driveways must be constructed of brick, concrete, stone, or similar material. When curbs are required to be broken for driveway entrances, the curb shall be repaired in an orderly fashion in such a way that is acceptable to the ARB.

Painting of driveways and/or walkways requires a modification. Color must be selected from approved Paint Palette and complement the home and the neighborhood.

#### **Street Front Improvements**

All landscaping and irrigation shall conform to the **Landscape and Irrigation Standards attached herein**. The builder or owner shall install and maintain landscaping and irrigation within the portion of the road right-of-way between the home site and the edge of pavement. This area of landscaping shall be defined by extending the side lot lines to the street. The ARB shall review the landscape and site plan to check that tree spacing and landscaping is consistent with neighboring home sites and they are within the street right-of-way. Please see Landscaping and Open Space Standards for more information.

Sod replacement shall match the pre-existing sod material unless otherwise approved by the ARB. The sodded area of the home site shall be provided with an automatic underground irrigation system. Irrigation systems are inspected by Bay Laurel Center Community Development District ("BLCCDD") at the time of completion. Changes to the irrigation system must be in compliance with the BLCCDD Uniform Service Policy.

Upon development of the home site, the homeowner shall be responsible for maintaining the sod and landscaping in an acceptable manner to the edge of pavement, including planting and irrigation within the road right-of-way.

### **Games, Play Structures, Outdoor Cooking Appliances, Portable Furniture**

All basketball backboards and any other fixed games and plays structures are subject to approval by the ARB and shall be located at the side or rear of the building not visible from the street. All outdoor cooking appliances, such as grills, smokers, fire pits and chimeneas, to name a few, as well as portable outdoor furniture, while not in use, needs to be stored out of view of the street.

### **Swimming Pool**

Any swimming pool to be constructed upon any home site will be subject to review of the ARB prior to submittal to any County permitting authority. The design submittal must include all design components including parcel boundary set-backs lines, materials, finishes and colors for the pool, pool deck, fence, screen enclosure, additional landscape bed with uniform hedge and approved mulch material and must meet state and county regulations for child safety. Reference "Site Placement" on page 2 of the Standards. All pools must be enclosed by a screened enclosure surrounded by approved landscape plantings, form a uniform hedge appearance within one (1) year of planting; and thereafter be maintained at not less than twenty-four inches (24") nor greater than forty-eight inches (48") in height. Additional privacy fencing and/or fitted shade cover may be approved to surround/border the screened enclosure. Above ground pools are prohibited. No changes to final grade that will impede the drainage to property or adjacent properties will be allowed.

### **Hot Tubs**

Any Hot tubs or portable spas to be constructed or installed upon any homesite will be subject to review of the ARB, and must be in conformance with Florida Statutes and Marion County ordinances for child safety. County permits will be the responsibility of the homeowner to obtain. The hot tub/portable spa must be installed within a screened enclosure, fenced enclosure or have a safety cover that complies with ASTM F1346-91. All hot tubs (enclosed or not) must be surrounded by approved landscape plantings in a minimum three (3) foot landscape bed, form a uniform hedge appearance within one (1) year of planting; and thereafter be maintained at not less than thirty-six inches (36") nor greater than forty-eight inches (48") in height.

### **Lighting**

All exterior lighting shall be consistent with the character established and be limited to the minimum necessary for safety, identification and decoration. Please refer to the **Weybourne Landing Site Lighting Criteria** attached herein. Exterior lighting of buildings shall be limited to concealed fixtures with bulbs not visible off the building home site. No floodlights will be permitted in Weybourne Landing. No lighting of outdoor recreational facilities is permitted other than swimming pools, unless site conditions warrant and are subject to the review of special consideration by the ARB.

### **Fences and Walls**

In general, fences or walls are not encouraged within Weybourne Landing. All walls, if permitted, shall be of the same material and design as the adjacent building. When the ARB determines that a fence or wall is deemed to be unnecessary or unsightly and detracting from the visual value of common areas, a landscape screen (buffer hedge) in lieu of a fence or wall shall be required. No fence or wall over four feet (4') in height, measured from the natural grade, shall be permitted. All fences, approved by the ARB, shall be comprised of green chain link or white vinyl material. Fence panels are not permitted as porch rails and no fences consisting of lattice materials shall be permitted. Fences shall not extend beyond the side borders of the home nor forward of the rear building base line, so as to be hidden from the street. All fences shall remain at least five feet (5') from the back property line and shall be hidden from view by landscape bed with uniform hedge and approved mulch material or approved buffer plants that equal the height of the fence. The lots that about a perimeter fence may extend the fencing to the back property line but shall not extend

the fence beyond the side borders of the home. Plants must be on the **Approved Buffer Plant Palette**, and planted at time of fence installation, and must be installed no more than four feet (4') from fence in an approved landscape bed with approved mulch material. Said plants shall be at least two feet (2') in height at installation; attain a height of three feet (3') and form a uniform hedge appearance within one (1) year of planting. Thereafter, all buffer hedges shall be maintained at not less than thirty-six inches (36") nor greater than forty-eight inches (48") in height. Fences should not enclose or define property lines of individual homes. Invisible fences shall follow set back rules for sides and backs of lots and not enclose or define property lines of individual homes. Invisible fences shall not extend forward beyond the back corners of the home. Invisible fences installed on zero lot line home sites must be at least five feet (5') off the side property line.

The ARB has the right to deny fence and/or wall applications that detract or impair the view of other home sites that sit on premium lots; such as golf course, preserves, drainage retention areas ("DRAs"), etc. as measured by a forty-five degree (45°) angle from the center point of the back of the neighbors' adjacent dwellings. Please refer to **Example of Line of Sight Rules for Fence and Wall**.

### **Buffer and Privacy Hedges**

Hedges shall be maintained, if backing up to any roadway, at a height not to exceed twelve feet (12'), and on rear property line at a height not to exceed eight feet (8') with a setback of five feet (5'). Buffer hedges on side property lines may not extend past the furthest point of rear wall of the home and shall be maintained not higher than eight feet (8') with a setback of five feet (5'). All other buffer hedges must be maintained at four feet (4') in height. Hedges that block premium lot views may be denied. Hedges may not negatively impact drainage nor interfere with utilities.

### **Mail Boxes and Replacement Keys**

All mail boxes and stands shall be of a design approved by the ARB, include no more than the surname and house number of the resident and shall be located at the street front of each home or as grouped together in a site as prescribed by the United States Postal Service. The builder shall provide and install the mailbox by developer specifications. The mailbox specifications approved for Weybourne Landing are for all aluminum, white, heavy-duty rural United States Postal Service approved. Please refer to [www.otowinfo.com](http://www.otowinfo.com), Weybourne Landing/Community Standards/Mailboxes for link to **Mailboxes.com - Product**. Owners initially shall receive three (3) mailbox keys. Should you require additional mailbox keys, or replacement keys, please visit Resident Services as the replacement keys are maintained by the Management Company. Additional fees shall apply.

### **Lawn and Landscape Additions**

Birdbaths, bird houses, bird feeders, frog ponds, lawn sculptures, plant pots, rocks, rock gardens, garden/yard banners, hanging live plants, shepherd's hooks, wind chimes and other types of lawn furnishings, ornaments and accessories on any home site shall comply with the community rules, regulations and standards. In general artificial plants and lattice are not permitted. Designs and styles shall be aesthetically pleasing and shall recognizably complement, or acceptably contrast with, the immediate surroundings. All lawn furnishings, ornaments and accessories shall be secured or removed as necessary when threats of severe weather are forecasted. Lawn furnishings, ornaments and accessories may be installed only in conformity with the following criteria:

- a. **Lawn Furnishings:** Only one (1) large item over eighteen inches (18") in height and two (2) small items under eighteen inches (18") in height are permitted to be installed in front yards (oversized statues or other similar items are not one-size-fits-all and may be disapproved). A single shepherd's hook counts as a large item with a limit of four (4) hooks each and only one (1) item per hook. Each bird house, bird bath, bird feeder and

large rock shall count as one (1) large item (with the exception that rocks included in the original landscape shall be exempt from this provision). A one story bird house eighteen inches (18") in height or smaller, single bird bath, and single bird feeder may be installed in the front or back yard as long as no other ornaments or pots are added.

- b. Rocks: Only one (1) large rock not to exceed thirty-six inches (36") in height or diameter and two (2) small rocks not to exceed eighteen inches (18") in height or diameter are permitted to be installed in front yards as long as placed within a designated landscape bed (oversized rocks may be disapproved).
- c. Pots: Groupings up to three (3) small or one (1) large and two (2) small matching, decorative ceramic, stone, or fiberglass flower or plant pots containing live plants from the Approved Plant Palette or other approved plants may be approved within landscape beds. Small pots are defined as not more than twenty four inches (24") tall and sixteen inches (16") in diameter at the top of pot. Large pots are defined as not more than thirty six inches (36") tall and thirty inches (30") in diameter at the top of the pot. Additional flower or plant pots may be approved if buried within the landscape beds. Flower and plant pots are not allowed on walkways, on lawns or driveways and may not be attached to the exteriors of any dwelling units. One decorative pot may be approved on each side of the garage door opening and each will count toward the total pots allowed. Pots that become damaged or unsightly must be removed.
- d. Back yards: fall under the same standards as front yards except modifications must be approved by the ARB prior to installation. Applications for approvals to place lawn furnishings, ornaments and accessories within side yards must be properly sized and in proportion for the location, and will be considered on a case-by-case basis.
- e. Hanging Plants and Wind Chimes: Up to three (3) hanging pots containing live plants or hanging ornaments, or any combination of two (2) live plants or hanging ornaments and one (1) wind chime may be added to the porch area. One (1) hanging live plant, attached to a tree, in an approved manner that does not result in damage to the tree, may be permitted. Wind chimes considered to be a nuisance, may be required to be removed.
- f. No lawn furnishings, ornaments or accessories may be placed in any common area.
- g. Outdoor furniture: (designated for outdoors) properly sized and in proportion for the location and consistent with the characteristics of the community may be allowed. Barbeque grills may not be stored or utilized on the front porch of dwelling.
- h. Trellises: Trellises and Arbors not to exceed forty eight (48") inches in width, twenty-four (24") inches in depth, and eighty-four (84") inches in height are allowed in front and back yards and shall not be attached to the structure. Larger trellis and Arbors in proportion for the location may be considered in back yards. One (1) trellis may be installed in a landscaped bed in the front yard and one (1) trellis in a landscaped bed in the back yard. Trellises in side yards will be considered on a case by case basis. No fence panels or lattice panels may be used as a trellis. One (1) trellis is considered one (1) large item.

## **Flags**

No flag(s) may be displayed on any lot or dwelling except as in accordance with Florida Statutes 720.304(2)(a):

The Owner(s) of any Lot may display in a respectful manner up to two of the following portable, removable flags, not larger than 4-1/2 feet by 6 feet.

- The United States flag.
  - The official flag of the State of Florida.
  - A flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.
  - A POA-MIA flag.
  - A first responder flag. A first responder flag may incorporate the design of any other flag permitted under this paragraph to form a combined flag. For purposes of this subsections, the term “first responder flag” means a flag that recognizes and honors the service of any of the following:
    - Law enforcement officers as defined in s. 943.10(1).
    - Firefighters as defined in s. 112.191(1).
    - Paramedics or emergency medical technicians as those terms are defined in s. 112.1911(1).
    - Correctional officers as defined in s. 943.10(2).
    - 911 public safety telecommunicators as defined in s. 401.461(1).
    - Advanced practice registered nurses, licensed practical nurses, or registered nurses as those terms are defined in s. 464.003.
    - Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management under s. 252.35.
    - Federal law enforcement officers as defined in 18 U.S.C. s. 115(c)(1).
- b. With ARB approval, one (1) seasonal flag may be displayed during the applicable season only.
- c. With ARB approval, one (1) sports flag may be displayed on game day only.
- d. Flags must be displayed either on a flagpole that meets the requirements set forth below or as otherwise acceptable to the ARB, or on a mounting bracket and flag staff or mast affixed to the dwelling which have been approved by the ARB as to specifications and location.
- e. Any flag displayed together with the United States flag shall be equal in size or smaller than the United States Flag, and displayed lower than the United States flag.
- f. All flags shall be displayed in a respectful and tasteful manner.
- g. No other flags may be displayed without ARB approval.

## **Flagpoles**

With ARB approval, one (1) freestanding flagpole may be erected on each lot for the display of permitted flags. Each flagpole shall meet the following criteria:

- a. flagpole shall be metal;
- b. flagpole shall be no more than twenty feet (20') high;
- c. flagpole shall be straight and vertical;
- d. flagpole shall not obstruct any sightline at any intersection;
- e. flagpole shall not be erected within or upon any easement;
- f. flagpole must be able to withstand wind speeds of at least one hundred thirty miles per hour (130 mph) or be collapsible (telescoping) and/or removable; and

- g. the Owner shall have called Sunshine State One Call (1-800-432-4770) and have them mark the locations of all underground utility lines prior to installation of the flagpole.

### **Exterior Art**

Generally, Exterior Art is only permitted inside foyer areas of the front entrance and areas not visible from the street. The acceptable standard shall include dimensional wall art, appropriate for the space. All art deemed offensive will not be permitted. The Association reserves the right to deny installation of exterior art in its sole opinion.

## **GENERAL BUILDING CONSTRUCTION STANDARDS**

Weybourne Landing will be developed with a variety of Architectural Styles; the architect should be sensitive of existing structures and the adjacent environment. Designs shall recognizably complement or acceptably contrast with its immediate surroundings. Restraint and Durability in design and material selection shall form the basis for acceptance by the ARB.

### **Minimum Building Size**

All dwelling units within Weybourne Landing shall have designs with a minimum of 950 SF of air-conditioned space.

### **Exterior Materials**

Finish colors shall be applied consistently to all sides of the exterior of buildings. Recommended materials shall be stucco or similar cementitious products of neutral colors such as whites to beige and light grays. Brick and stone may be used as accents. Simulated brick or stone shall be permitted.

Finish materials shall be applied consistently to all sides of the exteriors of the buildings. Recommended materials shall be stucco and stone or similar simulated products. Wood and brick shall be allowed in limited areas only. Metal or vinyl siding is prohibited. Sample materials may be requested by the ARB for review.

Exterior materials are expected to be durable and capable of maintaining acceptable appearance for the conditions that exist at Weybourne Landing. All materials proposed for exterior use shall be approved by the ARB prior to construction.

### **Fenestration, Enclosures, Exterior Trim and Decoration**

Exterior window and door trim and similar decorations shall be of same, complementing or contrasting color and material. Compatibility shall be considered by the ARB in accepting proposed trim and decoration alterations. The preferred material for trim and decorations are synthetic materials capable of maintaining original appearance for its exposure. All material proposed for exterior trim and decoration shall be approved prior to construction.

Windows and doors shall be glazed with missile resistant laminated glass. Shutter systems shall require prior approval and shall be concealed from view when not in use or as approved by the ARB. Please refer to Rule 2422, Hurricane Shutters for detailed specifications. The Storm/Hurricane Shutter Systems and list of **Shutters/Contractors** may be obtained from Resident Services located at Friendship Commons or viewed at [www.otowinfo.com](http://www.otowinfo.com). Aluminum awnings and jalousie-type windows are prohibited. Use of reflective glass shall be limited. Garage door openings shall be designated with proper door units; screened garage door units will be permitted with ARB approval.



Absolutely no screened enclosures shall be allowed on the fronts of homes. Screen enclosures shall meet Florida Building Code and comply with Marion County regulations for permitting and site setbacks. All sections of screen enclosures shall be constructed of screening material with a three (3) foot wide landscaped barrier. Fitted outdoor acrylic or polyester fabric may be used on the roof section as a weather barrier. The fabric must be replaced when fraying, or wear and tear occurs. No lattice fencing or other items that do not fit with the character of the community are allowed inside the screened area.

No enclosures or alterations of any kind, which in any way change the appearance of fronts of homes, will be allowed.

### **Gutters and Down Spouts**

Gutters and down spouts shall be compatible with the architecture and colors of the house. Aluminum and pre-finished vinyl are preferred materials for gutters and down spouts. Gutters are required to be installed with underground downspout extensions to an open area not directed to common swales. Application for Modification for gutters must meet the following guidelines:

- a) A drawing is required to indicate gutter and downspout installation locations as well as location of the underground downspout extensions.
- b) Underground gutters and extensions, must be located in such a manner as to not adversely affect drainage onto neighboring properties. Downspout extensions must be buried, and directed to an open space with an approved diffuser attached, to allow for proper drainage. It is not recommended to terminate the downspout extension between homes.
- c) Site plan or plat must be included indicating the end of water flow and including the distance from the property line.

Drainage from gutters shall not affect adjacent lots or homes by creating washout or other erosion. The ARB reserves the right to require repair of erosion from gutter runoff in swales, common swales and adjacent properties and may require the removal of gutters in non-essential areas (sides of home and non-entry ways) in order to resolve erosion or drainage problems, which is a homeowner responsibility. Leaf guards shall not be installed underneath the roofing shingle. Rain sensor must be relocated to operate properly.

### **Exterior Colors**

The color palette for Weybourne Landing shall be subdued earth tones and pastels. Please refer to the **Approved Paint Palette** available at the Resident Services Department located at Friendship Commons. Any changes in the exterior colors made in future re-paintings shall be regarded as a "minor alteration or addition," subject to approval by the ARB. Samples and/or color chips of all exterior colors are required with final submittal. Paints shall resist chalking and fading for a 10-year cycle. The ARB may require repainting of materials that fail to maintain acceptable appearance.

### **Building Heights**

Heights of buildings shall be compatible with adjacent buildings. The maximum height shall be thirty-five feet (35') from outer edge of roadway curbing, and not more than two stories, unless a variance is granted by the ARB.

### **Roofs**

Flat roofs shall not be permitted on the main portion of the structure provided; however, the ARB shall have discretion to approve such roofs on the main body of a building if typical to that type of design. No built-up roofs shall be permitted, except on approved flat surfaces. The composition of all pitched roofs is high quality architectural grade shingles or cement tiles approved by the

ARB. Please refer to the House Color Palettes/Shingle colors, available at the Resident Services Department located at Friendship Commons.

No metal roof extensions shall be allowed on the fronts of homes.

### **Chimneys**

Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone or stucco. If the fireplace is a metal (self-insulated) type with a metal spark arrester at the top of the chimney, this arrester must have a cowl or surround of a material approved in advance in writing by the ARB and be a color approved by the ARB. Please refer to the ARB **Sample Modification Form attached herein.**

### **Garages**

All residential dwellings shall include a garage adequate to house at least two (2) but not more than four (4) large size automobiles.

All garages shall be constructed of the same exterior materials and colors as the main structure. All garage doors (except service doors) shall be a minimum width of nine feet (9') for each automobile and operated by automatic door openers. Wherever possible, garage doors or service doors shall be located so they do not face the street. Garage doors should always be located where they are least visible to persons approaching the residence. When garage doors face the side home site line, screening from view by landscaping is required. Garage doors shall be constructed of a material that is similar in appearance to the exterior materials of the buildings, and the color of the garage doors shall be compatible with the color of other exterior finishes of the building. Garage doors, automatic door openers and service doors shall be maintained in a useful working condition and shall be kept closed when not in use. No garage shall be converted to other usage without the substitution of another garage. Carports shall not be permitted. Garage door screens require prior approval from the ARB.

### **Water Conserving Bathroom Fixtures**

Water closets shall be water conserving (low volume) models and all faucets and showers shall have flow restrictors.

### **Energy Efficiency**

All homes shall meet or exceed Florida's Energy Efficiency Code for Building Construction. All plans and specifications submitted for final approval shall include evidence of compliance with this provision.

### **Appurtenances**

All exterior mechanical equipment, including but not limited to, transformers, vents, air conditioning compressors, pool pumps, generators and generator cover assembly, water softeners, , etc., shall be concealed from view by approved placement or by plantings from the **Approved Buffer Plant Palette**. (Should a planting be restricted due to underground utilities, large potted plant(s) may be substituted.) Appurtenances should not be readily visible from the street and consideration of neighboring homes and their respective window views must be given. Window air conditioner units are prohibited. All generators, if approved, shall only be tested between the hours of 10:00 AM and 4:00 PM and shall not exceed a fifteen (15) minute run-time duration within the testing period. In addition, generators shall only be operated during power outages. Water softeners are prohibited from discharging into the Community's sewer system. Propane tanks, if approved, shall be installed in accordance with Florida Building Codes and National Fire Protection Association Standards and must be screened from view by a fence and buffer plants as

defined in Fences and Walls, or buried. Owner is responsible for all maintenance and removal of equipment when discontinued.

### **Roof or Wall Attachments or Penetrations**

ARB approval must be obtained for the installation or placement of any solar panel, solar tube, solar fan, skylight, weathervane or other roof or wall attachment or penetration. Improvement of a dwelling by installing photovoltaic devices (e.g., solar panels) is generally encouraged. However, in order to protect the community and its residents from unsafe or unsightly installations, the ARB requires that detailed specifications be submitted along with the Application for Approval of Request for Modification. These specifications include, but are not necessarily limited to:

- a. Detailed plans, engineering and specifications for installation, including the location, number, type and composition of the systems or devices to be attached.
- b. The ARB prefers that roof and wall attachments and penetrations not be visible from the street. The ARB reserves the right to restrict the location of any installation within the limits of Florida applicable law.
- c. The ARB requires that a product brochure for roof or wall mounting equipment and all components be provided with the Application for Approval of Request for Modification.
- d. All roof and wall attachments and penetrations must comply with Florida Building Code (as amended from time to time) wind load design applicable for that product. Owner will submit the applicable rule with the modification application.

The homeowner is responsible for ensuring that all county permits have been obtained by the contractor. The dwelling owner shall cause each approved roof or wall attachment or penetration to be inspected at least once each year and to be continuously maintained, repaired, repainted and otherwise cared for so as to ensure that the attachment or penetration and any mounting materials remain intact and in good condition and that they do not become weather-beaten or unsightly.

### **Accessory Uses**

Accessory uses are defined as any use incidental and subordinate to the principal use of the structure and located on the same lot. Accessory uses may include porch rails, screened enclosures, porch extensions, garden buildings, or any structure not built as an original component of the home. Accessory uses shall require the prior approval of the ARB.

### **Direct Broadcast Satellite Dish (DBS), Over-the-Air-Reception Device (OTARD) and Antennas**

The placement of antennas, aerials and similar equipment, including DBS and OTARDS are to be placed, screened or landscaped so as to be hidden from view, as long as such landscaping or placement does not affect the quality of reception or unreasonably increase the cost of obtaining the antenna. Such antenna, OTARDS or DBS may not be placed in any position where it may create a safety hazard to a structure. Please refer to Standards for Antenna Installation, attached herein.

### **Hurricane Shutters**

Hurricane shutters, supporters and hardware are subject to review and approval of the ARB. Any supports or hardware that remains as a permanent element shall be finished to match the adjacent architectural element (i.e.: stucco, window frame, trim band, etc.). Hurricane shutters are to be closed/secured 48 hours before the storm, and are to be taken down (or opened) 24 hours after the official watch has been lifted. At all other times, hurricane shutters shall not be in use. Please also refer to Rule ~~24~~22. Hurricane Shutters for detailed specifications.

## **Insurance**

All contractors performing modifications to a home site or structure must provide proof of an acceptable amount of general liability, automobile insurance, and Worker's Compensation or Certificate of Exemption before Application for Modification will be reviewed by the ARB.

## **LANDSCAPING AND OPEN SPACES STANDARDS**

### **General**

Any home site, which has been altered from its natural state, shall be landscaped according to plans approved by the ARB. All shrubs, trees, grass and plantings of every kind shall be kept well maintained, properly cultivated and free of trash and other unsightly material. Landscaping as approved by the ARB shall be complete at the time of submittal of the Builder's Construction Completion transmittal to the ARB. Homeowner shall be responsible for calling in any and all utility locates at Sunshine 811 at 811 or 1-800-432-4770.

The objective of the landscaping plan should be to provide landscaping around each home, which is consistent with the high standards of the Weybourne Landing Neighborhood. In order to complete a landscaping plan, you will need to locate your site plan. Please refer to the **Typical Site Plan**, attached for your reference.

### **Landscaping Plan**

A landscaping plan for each home site must be designed, submitted and approved by the ARB. The landscape plan must provide accurate documentation of home owner(s) intent, what the home owner will be removing and planting, for ARB review. Existing trees intended for removal should be shown and may not be removed without the prior approval of the ARB. The landscape plan shall indicate all plant types by common names, sizes, height, spread, caliper, and plant spacing. Under no circumstance shall a homeowner modification negatively impact or alter the grade or drainage flow or maintenance of any property. The landscape plan shall also provide a scale of measure to assist the ARB in its evaluation. The ground surfaces of all lots except that occupied by hardscape or structure shall be covered with a combination of landscaping, i.e., sodded grass lawn, planted ground cover and approved mulch material. The landscaping plan shall be in compliance with Bay Laurel Center Community Development District's (BLCCDD) Uniform Service Policy. Please refer to [www.BLCCDD.com](http://www.BLCCDD.com) and click on Public Records, then the Uniform Service Policy, and search for Residential Irrigation Additional Requirements.

### **Trees**

In order that the trees on the home site may be preserved, no living tree having a caliper of 2 ½ inches or more measured 6" from grade shall be destroyed or removed from the property unless approved by the ARB in connection with its approval of the plans and specifications for the construction of improvements on the property. The builder shall take special care during construction not to injure or destroy trees or tree root systems including use of protective barriers to keep equipment away from trees. Each home shall have at least one (1) canopy tree not less than 2 ½" of caliper 6" from grade as measured by Florida Grades and Standards for Nursery Plants, 2015, unless the original home site did not include a canopy tree. Trees appearing on the approved list maintained by the ARB shall be approved for installation. Trees shall be planted at least five feet (5') off property line. Please refer to **Approved Plant Palette, attached herein**.

### **Sod**

Sod may be removed and replaced with an approved sod or ground cover or with weed mat and gravel as long as 50% of the pervious surface (green space) remains in sod or landscape bed. When removing sod and replacing with rock, mulch or gravel, property lines shall be defined with a continuous cementitious-poured in place curbing, steel edging, reinforced plastic edging or an

interlocking stacked block concrete material not to exceed twelve inches (12”) in height along the same horizontal plane to maintain the rock, mulch or gravel in place. The irrigable sod area shall not exceed the original plan design. The ARB reserves the right to approve or deny any application or material not in accordance with the standards herein. Please refer to **Approved Plant Palette, attached herein** for approved grasses.

Florida Water Star Certified Homes: Homes designed and certified to meet the criteria of the Southwest Florida Water Management District, Florida Water Star Program (FWS), as amended, shall not be altered as to the ratio of high and low volume irrigation. Homeowners wishing to reduce turf areas as permitted within the Association standards may do so but shall not exceed 50% of the impervious area with rock or mulch. Landscape bed changes may be made as long as the square footage of the landscape bed is not reduced below 50% of the total pervious area of the lot. The Association reserves the right to enforce FWS and Bay Laurel Center Community Development District (BLCCDD) standards, and may require recertification for changes impacting the design of the landscape and irrigation system. All cost incurred for re-inspection shall be the responsibility of the owner.

### **Artificial Turf**

The use of artificial turf is not encouraged by the Association and is not considered a Florida Friendly Landscape. The Association may permit the installation of artificial turf if the manufacturer of the material specifies that the material is pervious and does not contain rubber infill. If the material is impervious, then the proposed area of coverage must comply within the submitted Engineering Plan approved by Marion County. The total impervious area shall not exceed 50% of the total lot area. The Association may approve applications in excess of 50% impervious coverage only if approved by Marion County, and will require a site drainage certification from a Civil Engineer licensed to practice in the State of Florida. Installation of artificial turf may not impede or otherwise interfere with any utility infrastructure or the flow of storm water drainage over or through the site. The Association shall require that any installation of artificial turf larger than a 50 square foot area receive prior written approval from the Bay Laurel Center Community Development District (BLCCDD). Any approval from BLCCDD shall be submitted to the Association at the time of application for modification. Artificial turf applications shall not extend beyond the rear walls of the home and shall include sufficient information for the ARB to make a determination, such as but not limited to: area of installation, square footage of proposed area demonstration of compliance with Marion County Florida standards and the community's storm water management plan, design use intention for turf area, manufacturers maintenance requirements, manufacturers installation requirements, maintenance plan for designed intent (especially dog runs), sample of artificial turf, as well as signed agreement to maintain the turf for wear and tear and odors. Any artificial turf areas in disrepair or otherwise not compliant with this section must be removed and replaced with approved turf or can be landscaped with Association approval.

### **Mulch and Bed Edge**

All landscaped beds within each home site shall be covered and maintained with pine needle, pine bark, cypress, gravel, or other suitable mulch. Not more than 50% of the pervious surface (green space—planting and sodded areas) may be mulch, rock or gravel. If sod is removed and replaced with gravel the gravel must be clearly delineated from the landscaped beds by color, curbing or other separation approved by the ARB. Bed edge shall be constructed as a continuous edge on the same horizontal plane. Use of a cementitious-poured in place curbing, steel edging, reinforced plastic edging or an interlocking stacked block concrete material not to exceed thirty six inches (36”) in height is recommended for bed edging purposes. Edging used to define property lines shall not exceed twelve inches (12”). All edging materials are subject to approval by the ARB.

### **Plant Materials**

Plant materials shall equal or exceed the standards for Florida No. 1, as given in “Grades and Standards for Nursery Plants” Part I and Part II State of Florida Department of Agriculture, and any amendments thereto. The landscape plan shall include all plant types by common name, sizes, height, spread, caliper, quantity and plant spacing. Perennial plants may not dominate more than 25% of the total square footage of the landscaped bed areas and must be supported by woody ornamental plantings. All plant materials are subject to the review and approval of the ARB. Use of non-indigenous plants is discouraged. Use of native, drought-tolerant species is strongly encouraged. Please refer to the **Approved Plant Palette, attached herein.**

### **Herb, Vegetable, and Butterfly Gardens**

A plan for the garden design shall be submitted and approved by the ARB prior to installation. The plan shall provide accurate documentation of home owner(s) intent, the dimensions of the bed and site plan with location drawn to scale, and any other accessories or materials for ARB review. Gardens must be maintained in accordance with published guidelines. Please refer to **Vegetable and Herb Gardening Standards and Practices** attached herein.

The ARB has the right to deny any gardens, accessories or materials that are not in harmony with, detract or impair the view of other home sites; such as golf course, preserves, drainage retention areas (“DRAs”), etc.

### **Irrigation**

All sod, ground covers and landscaped areas originally provided with an automatic underground irrigation system shall not be altered unless improving efficiency. Irrigation must be provided to the back of the curb of the adjacent street. All home sites must use the irrigation water source(s) as provided for such use, including re-use sources. Irrigation systems are installed and inspected by BLCCDD at the time of completion. Changes to the irrigation system must be in compliance with the BLCCDD Uniform Service Policy. Homeowner cannot install additional irrigation unless in compliance with BLCCDD’s Uniform Service Policy. Please refer to [www.BLCCDD.com](http://www.BLCCDD.com) and click on Public Records, then the Uniform Service Policy, search for Residential Irrigation Requirements.

### **Fertilizers and Pesticides**

Only slow-release fertilizers and pesticides approved by the U. S. Environmental Protection Agency and the Florida Department of Environmental Regulation shall be used and applied in accordance with the label instructions.

FOR LINK TO MARION COUNTY BOARD COUNTY COMMISSIONERS (MCBCC) FERTILIZER ORDINANCE 08-35 see below:

<http://www.districtgov.org/images/whatsnew/MCBCC%20Fertilizer%20Ord%2008-35%20FINAL%20SIGNED.pdf>

## ARB FEES FOR MINOR/MAJOR REVIEWS

The intent of the ARB is to promote and assure that all improvements are aesthetically compatible with each other; promote simple elegance in architectural character; and that dwellings are constructed to reflect the quality and permanence of a premiere residential community. In that regard, the ARB is responsible for ensuring certain improvements are done in accordance with the approved Application for Modification.

The following list of improvements will be inspected upon their completion by ARB representatives at the fee listed:

### **Minor Review Inspections (\$35 fee applies\*)\*\***

- Lights on home.
- Cameras.
- Landscape lighting.
- Solar tubes, skylights, solar fans, solar panels.
- Water softener, conditioner, filter.
- Hot Tubs.
- Enclose lanai with screen/windows.
- Exterior paint (“same for same” NO FEE)
- Gutter guards.
- Tree removal (to include canopy tree with replacement)
- Standalone Pergola and gazebo, retractable awning.
- Minor landscape – plants (Swap out).

### **Mid-Range Review Inspections (\$75 fee applies\*)\*\***

- Fences and walls. (Garden walls not to exceed 48” from grade)
- Screen enclosures.
- Outdoor kitchens (built in)
- Landscape changes – if not “same for same” or on the approved plant palette (HARDSCAPE) i.e.: knee wall, paver patio, curbing, etc.

### **Major Review Inspections (\$150 fee applies\*)\*\***

- Permanent structure additions. This includes anything that is attached to the home; pan roofs, birdcages, pergolas attached to home.
- Pools
- Large landscape projects (walls, rock yard, stacked stone – any changes that exceed 50% of the area.
- Outdoor Turf

\* Fees are subject to change without notice. The ARB reserves the right to include fees for such other modifications as may be required from time to time. Please check with the Modifications Department for an updated form.

\*\* Residents are responsible for delivering the inspection fee at the time Application for Modification form is submitted to the Modifications Departments.

### **Minor Review Inspections (\$35 fee applies\*)\*\***

- Hurricane Shutters
- Fences
- Walls

- ~~Chimneys~~
- ~~Appurtenances and Wall or Roof Attachments or Penetrations~~
- ~~Accessory Uses: screen enclosures, porch extensions, shutters, gutters, water softeners, generators or other non-structural changes~~
- ~~Antennas~~
- ~~Landscape Modifications: changes to approved landscape design (Note: No approval or inspection fee is required to install any plant from the Approved Plant Palette in conformity with the previously approved landscape design.)~~
- ~~Hot Tubs~~

**Major Review Inspections (\$150 fee applies\*)\*\***

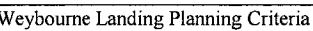
- ~~Swimming Pools (includes screened enclosure)~~
- ~~Wading Pools~~
- ~~Permanent structural additions attached to the home, excluding screened lanais, screened enclosures.~~

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\* ~~Fees are subject to change without notice. The ARB reserves the right to include fees for such other modifications as may be required from time to time. Please check with Resident Services for an updated listing.~~

\*\* ~~Residents are responsible for delivering the inspection fee at the time Application for Modification form is submitted to the Resident Services Department.~~



[illegible]

## **On Top of the World Communities Landscaping and Irrigation Standards**

Welcome to On Top of the World Communities. Our mission is to provide premier services to the people who seek to “Find Their Place in the World.”

Here at On Top of the World Communities we strive to be stewards of the environment around us therefore we do things a little different. Let us take a minute of your time to explain our reasoning and methods of our conservation efforts.

Protecting our water resource is a number one priority. We work with the Florida Yards and Neighborhoods program (“FYN”). This program is sponsored by the Institute of Food and Agricultural Sciences and the Florida Division of Agriculture to promote water-wise landscapes. On Top of the World Communities, LLC strives to educate our residents in this regard. The following suggestions are from the FYN Handbook:

- Install the right plant in the right Place:
  - o Light Conditions – install a plant that can handle direct sunlight, shade or filtered sunlight.
  - o Soil Conditions – picking plant material that like to be in moist soil conditions or dry soil conditions.
  - o Cold/Heat Hardiness – choosing plant material that can withstand the climatic zone that we live in.
  - o Water requirements – installing plant material that can handle the drought situations and flourish with the rainfall we receive and minimal irrigation.
- Water and Irrigation Efficiency:
  - o Let the landscape tell you when it needs water
  - o Irrigation controller usage – each home is equipped with an Irrigation Controller and Rain Sensor, let them do their job.
  - o Watering your lawn - early morning irrigation minimizes evaporation and waste.
- Irrigation Amount - lawns only need about one-half to three-quarters of an inch of water at a time. To measure this use empty tuna cans and run the zones for 15 minutes to see your water usage.
- **Do not water between the hours of 10:00 a.m. and 4:00 p.m.; this is a statewide watering restriction. Please refer to watering restrictions at [www.otowinfo.com](http://www.otowinfo.com).**

We strive to be leaders in conservation of water usage. We do this by trying to reduce the amount of surface runoff and evaporation when irrigating our neighborhoods and roadway landscaping. As residents of the community we ask that you help us by doing your part in conserving a precious natural resource.

(Visit: <http://www.marioncountyfl.org/departments-agencies/departments-a-n/extension-service/lawn-and-garden/florida-yards-and-neighborhoods> to learn more about Florida Yards and Neighborhoods and Florida Friendly Landscaping.)

The landscaping installed at homes in Weybourne Landing is designed to be Florida Yards and Neighborhoods friendly. Turf areas are historically known to be the largest water users in the landscape. Plant beds are landscaped with plant material that can handle some water stress. This is especially important during the spring and summer months when water use restrictions really have an effect on the landscape. Also, these landscapes are designed to help the homeowners save

money on water usage. When the plants are fully established the homeowners can reduce watering times resulting in money savings and the conservation of a precious resource.

Here are the types of heads we use in residential landscaping including the suggested run times.

<b>Irrigation Manufacturer</b>	<b>Application</b>	<b>Type of Head</b>	<b>Precipitation Rate</b>	<b>Run Time</b>
<i>Hunter</i>	<i>Turf</i>	<i>PS Series Heads</i>	<i>1.4" - 1.7" per hour</i>	<i>10-20 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>SRS Series Heads</i>	<i>1.5" per hour</i>	<i>10-20 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>Pro Spray Series</i>	<i>1.5" per hour</i>	<i>10-20 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>Institutional Spray</i>	<i>1.5" per hour</i>	<i>10-20 min</i>
<i>Rainbird</i>	<i>Turf</i>	<i>1800 Series</i>	<i>1.6" per hour</i>	<i>10-20- min</i>
<i>Rainbird</i>	<i>Turf</i>	<i>Uni-Spray</i>	<i>1.6" per hour</i>	<i>10-20 min</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Bug Emitter</i>	<i>0.5 - 2.0 GPH</i>	<i>30 min - 1 hr.</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Bubblers</i>	<i>0 - 35 GPH</i>	<i>20-45 min</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Spray</i>	<i>0 - 31 GPH</i>	<i>20-45 min</i>
<i>Rainbird</i>	<i>Shrubs</i>	<i>Xeri-Spray 360</i>	<i>0 - 24 GPH</i>	<i>20-45 min</i>
<i>Hunter</i>	<i>Turf</i>	<i>PGP</i>	<i>.12" – 1.1" per hour</i>	<i>30 min-1 hr.</i>
<i>Hunter</i>	<i>Turf</i>	<i>MP Rotator</i>	<i>.45" per hour</i>	<i>90 min</i>

Hunter Hydrowise controllers shall be used on residential properties.

**On Top of the World Communities, LLC**  
**Approved Plant Palette**

**Shrubs for Subtropical climates**

\* Native plant

S= Sun, PS=Part Shade  
 FS=Full Shade

<b><u>Botanical Name</u></b>	<b><u>Common Name</u></b>
<i>Abelia x grandiflora</i>	Glossy Abelia, S, PS
* <i>Callicarpa americana</i>	American Beautyberry, S
* <i>Illicium floridanum</i>	Anise, Florida Anise, S, FS
* <i>Illicium parviflorum</i>	Anise, Ocala Anise, S, PS
* <i>Rhododendron austrinum</i>	Florida Flame Azalea, FS
* <i>Rhododendron canescens</i>	Florida Pinxter Azalea, FS
<i>Nandina domestica</i>	Heavenly Bamboo, S, FS
<i>Berberis thunbergii</i>	Japanese Barberry, S
<i>Callistemon rigidus</i>	Bottlebrush, S
<i>Buxus microphylla</i>	Boxwood, S
<i>Ligustrum sinense</i>	Chinese Privet, S, PS
<i>Buddleia davidii</i>	Butterfly Bush, S
<i>Camellia japonica</i>	Camellia, PS, FS
<i>Camellia sasanqua</i>	Sasanqua Camellia, PS, FS
<i>Cana spp.</i>	Cana Lilly, S, PS
<i>Gardenia spp.</i>	Gardenia, S, PS
<i>Ilex cornuta</i>	Chinese Holly, S
<i>Cleyera japonica</i>	Cleyera, S, PS
<i>Cycas revoluta</i>	Sago Palm, S
<i>Elaeagnus pungens</i>	Elaeagnus, Silver Thorn, S, PS
<i>Pyracantha coccinea</i>	Firethorn, Pyracantha, S
<i>Rhododendron simsii</i>	Formosa Azalea, PS, FS
<i>Mahonia bealei</i>	Leatherleaf Mahonia, PS, FS
<i>Mahonia fortunei</i>	Fortune's Mahonia, PS, FS
<i>Ligustrum japonicum</i>	Wax Leaf Ligustrum, S, PS
<i>Cortaderia selloana</i>	Pampas Grass, S
<i>Acca sellowiana</i>	Pineapple Guava, S, PS
<i>Rapheolepis indica</i>	Indian Hawthorn, S
<i>Hibiscus spp.</i>	Hibiscus, S
<i>Ilex crenata</i>	Japanese Holly, S, PS
<i>Ilex rotunda</i>	Rotunda Holly, S, PS
* <i>Ilex vomitoria</i>	Yaupon Holly, S, PS
<i>Ilex 'Nellie R. Stevens'</i>	Nellie R. Stevens Holly, S
<i>Hydrangea macrophylla</i>	Hydrangea, PS, FS
* <i>Hydrangea quercifolia</i>	Oak Leaf Hydrangea, S, PS
<i>Jasmine mesnyi</i>	Primrose Jasmine, S, PS
<i>Rhododendron x obtusum</i>	Indica Azaleas, PS, FS
<i>Serenoa repens</i>	Saw Palmetto, S, PS
<i>Rhapidophyllum histerix</i>	Needle Palm, PS, FS
<i>Nerium oleander</i>	Oleander, S

Osmanthus fragrans  
Podocarpus macrophyllus  
Myrica cerifera  
Viburnum suspensum  
Viburnum odortissimum  
\*Viburnum obovatum  
Loropetalum chinense  
Pittosporum tobira  
Philodendron bipinnatifidum  
Plumbago auriculata  
Sabal minor  
Loropetalum chinesis  
Podocarpus macrophylla

Tea Olive, Sweet Olive, S, PS  
Podocarpus, S, PS  
Wax Myrtle, S, PS  
Sandankwa Viburnum, S, PS  
Sweet Viburnum, S, PS  
Walter's Viburnum, S, PS  
Chinese Fringe Bush, S  
Pittosporum, S  
Philodendron Selloum, PS, FS  
Blue Plumbago, S, PS  
Dwarf Palmetto, S, PS  
Loropetalum PS, FS  
Podocarpus, S, PS, FS

### **Groundcovers for Subtropical climates**

#### **\* Native plant**

Allamanda violacea  
Dietes irodiodes  
Dietes bicolor  
Agapanthus praecox  
Hedera canariensis  
\*Zamia floridana  
Acuba japonica  
Gelsemium sempervirens  
Aspidistra elatior  
Trachelospermum jasminoides  
Trachelospermum asiaticum  
Lonicera sempervirens  
Hemerocalis spp.  
Hedera Helix  
Cupheahys sopifolia  
\*Spartina bakeri  
Papalum quadrifarium  
Thubaghia violacea  
Lonicera japonica  
\*Rhododerdron canescens  
Juniperus chinensis  
Juniperus conferta  
Juniperus horizontalis  
Lantana spp.  
Liriope spp.  
Ophiopogon japonicus  
\*Muhlenbergia capalaris  
\*Eragrostis spp.

Pink Allamanda, S, PS  
African Iris, S, PS  
Yellow African Iris, S, PS  
Agapanthus, S, PS, FS  
Algerian Ivy, PS, FS  
Coontie Palm, S, PS  
Acuba, FS  
Carolina Jessamine, S, PS  
Cast Iron Plant, PS, FS  
Confederate Jasmine, S, PS  
Asian Jasmine, S, PS  
Coral Honeysuckle, S, PS  
Daylily, S  
English Ivy, PS, FS  
Mexican Heather, S, PS  
Sand Cordgrass, S  
Evergreen Paspalum, S  
Society garlic, S, PS  
Japanese Honeysuckle, S, PS  
Wild Honeysuckle, S, PS  
Chinese Juniper, S  
Shore Juniper, S  
Creeping Juniper, S  
Lantana, S  
Liriope, S, PS, FS  
Aztec Grass, S, PS, FS  
Muhly Grass, S  
Love Grass, S

### **Buffer Planting Recommended Plant Palette**

Buffer Planting Specifications:

Landscape Buffer requirements: Landscape plants must be maintained at least thirty-six to no more than forty-eight inches (36" - 48") in height to provide one hundred percent (100%) coverage of buffered area. Plant material will be planted spaced thirty-six to forty-eight inches o.c. (36"- 48" on center) with a recommended plant. Quantities and sizes of plants will vary on buffer length.

**Botanical Name**

**Common Name**

**\*Native plant**

<u><i>Cleyera japonica</i></u>	Cleyera, S, PS
<u><i>Elaeagnus pungens</i></u>	Elaeagnus, Silver Thorn, S, PS
<u><i>Ligustrum sinense</i></u>	Chinese Privet, S PS
<u><i>Ligustrum japonicum</i></u>	Wax Leaf Ligustrum, S, PS
<u><i>*Illicium floridanum</i></u>	Anise, Florida Anise, PS, FS
<u><i>*Illicium parviflorum</i></u>	Anise, Ocala Anise, S, PS
<u><i>Myrica cerifera</i></u>	Wax Myrtle, S, PS
<u><i>Nerium oleander</i></u>	Oleander, S
<u><i>Viburnum suspensum</i></u>	Sandankwa viburnum, S, PS
<u><i>Viburnum odoratissimum</i></u>	Sweet Viburnum, S, PS
<u><i>Loropetalum chinensis</i></u>	Loropetalum PS, FS
<u><i>Podocarpus macrophylla</i></u>	Podocarpus, S, PS, FS

**Recommended Canopy Tree**

**Botanical Name**

**Common Name**

<u><i>*Acer rubrum</i></u>	Red Maple
<u><i>*Acer saccharinum</i></u>	Silver Maple
<u><i>*Quercus virginiana</i></u>	Live Oak
<u><i>*Quercus shumardii</i></u>	Shumard Oak
<u><i>Quercus lyrata</i></u>	Overcup Oak
<u><i>Quercus nuttallii</i></u>	Nuttall Oak
<u><i>*Magnolia grandiflora</i></u>	Southern Magnolia
<u><i>*Betula nigra</i></u>	River Birch

**Recommended Understory Tree and Palm Palette**

**\*Native plant**

<b><u>Botanical Name</u></b>	<b><u>Common Name</u></b>
<u><i>*Cercis canadensis</i></u>	Red Bud
<u><i>*Cornus florida</i></u>	Dogwood
<u><i>Ligustrum japonica</i></u>	Tree Form Ligustrum
<u><i>Lagerstromia indica</i></u>	Crape Myrtle
<u><i>*Pinus elliotii</i></u>	Slash Pine
<u><i>*Pinus palustris</i></u>	Longleaf Pine
<u><i>*Pinus taeda</i></u>	Loblolly Pine
<u><i>*Pinus clausa</i></u>	Sand Pine
<u><i>*Sabal palmetto</i></u>	Sabal Palm
<u><i>Phoenix canariensis</i></u>	Canary Island Date Palm
<u><i>Livistona chinensis</i></u>	Chinese Fan Palm
<u><i>Chamerops humilis</i></u>	European Fan Palm

Butia capitata  
Syagrus romanzoffianum  
Washingtonia robusta  
Trachycarpus fortunei  
Salix babylonica  
\*Ilex attenuata 'East Palatka'  
Ilex attenuata 'Savannah'  
Ilex cassine  
\*Taxodium distichum  
Gordonia lasianthus

**Recommended Sod Palette**

Stenotaphrum secundatum  
Paspalum notatum 'Argentine'  
Zoysia japonica

Pindo Palm  
Queen Palm  
Washingtonia Palm  
Windmill Palm  
Weeping Willow  
East Palatka Holly  
Savannah Holly  
Dahoon Holly  
Bald Cypress  
Loblolly Bay

St. Augustine  
Argentine Bahia Grass  
Zoysia Grass

## Vegetable and Herb Gardening Standards and Practices

Many residents enjoy vegetable gardens. Vegetable gardens shall not be located within view of the fronting street. Garden plans are subject to an Application for Approval Request for Modification submitted to the Weybourne Landing ARB. Your garden will need minimal input to return weeks and hours of enjoyment. Typically, your garden will require less than five (5) hours of work per week. If you are using your plot to grow vegetables, follow these simple guidelines:

- Garden dimensions shall not exceed an area of 40 sq. ft. (4' x 10') and shall be installed adjacent to back of home/lanai. Garden shall not be installed further than ten feet (10') from the home and shall be parallel to the building or rear lanai.
- All trellis and stakes to support vine growing plants shall be removed during non-growing periods of gardening, e.g.: pole beans.
- Any items placed on poles such as scarecrows, skulls and various other items are not permitted.
- Consider adding decorative containers to grow tomatoes and other vegetables. Decorative pots are subject to the Weybourne Landing Architectural Review Board Planning Criteria.
- Remove rotting vegetables and place them in the appropriate compost containment so as not to attract rodents. Sorry, no open composting in piles is allowed.
- Once growing season is complete please make sure that all remaining plants are removed.
- You may wish to solarize your vegetable plot to kill any nematodes and help prepare the garden plot for the fall growing season. For more information on solarizing your soil, go to <http://edis.ifas.ufl.edu/in856>.
- If you elect to fence your garden plots, fencing must be white PVC and/or green chain link. Fencing should be no higher than twenty-four inches (24"), and may not exceed an area of 40 sq. ft. (4' x 10').
- If you decide to use automatic irrigation on your garden plot, install irrigation zones dedicated to the garden area using drip or low volume application methods. Otherwise, limited hand watering is an accepted practice. Generally, No more than 10 minutes of hand watering/twice daily in the hottest and driest times is necessary.
- Garden plantings should be kept to a minimum in height. Vegetables and produce that grow over five feet (5') in height should be planted in garden club plots, e.g. Corn, Sugar Cane, etc.
- Vegetable or flower gardens left unattended for winter should be mulched over with a minimum of four inches (4") of organic mulch to avoid weeds infestation.
- All gardens are subject to Weybourne Landing Architectural Review Board Planning Criteria.

For more tips on vegetable and herb gardens, go to: [http://solutionsforyourlife.ufl.edu/lawn\\_and\\_garden/plants\\_and\\_grasses/edibles.html](http://solutionsforyourlife.ufl.edu/lawn_and_garden/plants_and_grasses/edibles.html)

### ***Basic Annual and Perennial Garden Guidelines:***

- Annuals and perennial gardens should be planted and replaced as the seasons permit, typically annuals in Florida will be replaced at least twice per year but sometimes as much as four to six times depending on weather and desired look.
- Dead annuals should be removed when declining or seasonal changes occur.
- Perennials need to cut back when seasonal changes occur and replace with cold hardy annuals.



- Sandy soils should be amended with organic matter, such as manure, peat, or compost.
- Apply several inches of organic matter to the soil surface and work into the top ten to twelve inches (10"-12").
- Marion County Extension office test soil and make pH recommendations. Soil pH of 5.5 to 6.5 is recommended.
- Space the plants in the bed to allow for their future growth between them.
- For more tips on perennial gardens go to <http://edis.ifas.ufl.edu/mg035>.
- For more tips on annual gardens go to <http://edis.ifas.ufl.edu/mg319>.

**What if I no longer want a garden plot?**

If you no longer wish to cultivate and maintain a garden plot, Resident Services can offer you helpful guidance on well adapted, low maintenance plantings and turf that are suitable to replace the garden plot and will help you complete the modification request. Please keep your garden plot planted, maintained, or mulched, at all times. In all cases, plots may not be consistently weedy, untended or filled with debris.

## Water Conservation Systems

All installations and alterations of water conservation systems require the approval of both the Bay Laurel Center Community Development District and the ARB. Rain barrels, cisterns, or other capture systems with an approved Application of Approval of Request for Modification and meeting the following criteria may be installed:

- a. storage system material shall be rubberized, fiberglass, clay, or other material approved by the ARB;
- b. storage system capacity may not exceed fifty-five (55) gallons per collection up to a maximum of two (2);
- c. storage system shall be gravity fed type and have fitting lid to prevent contamination and insect vector attraction;
- d. storage system pedestal height may not exceed twelve inches (12") and shall be poured in place or precast single platform;
- e. storage system shall be screened by plant buffer selected from the Approved Plant Palette for buffer plants and installed at two feet (2') on center intervals to provide buffer from any side yard or street view, and all buffer plantings shall be maintained by the Owner in perpetuity;
- f. down gutter that feeds the storage system shall match the dwelling gutter system color;
- g. storage system may not be installed on the front of the dwelling;
- h. no backflow or cross-connection to any other system or equipment is allowed;
- i. no pump or other device may be used to pressurize the collected rain water storage system and be connected into the existing irrigation system of the dwelling; and
- j. storage system location may not interfere with the maintenance of the dwelling or any neighboring dwelling or lot.

Any other conservation system will be reviewed based on the degree to which it conforms to the above water conservation systems criteria and based on the technological, safety, health, and public welfare aspects of the proposed installation.

## **Weybourne Landing Site Lighting Standards and Holiday Decorations**

### **Outdoor Lighting**

- Outdoor lighting shall be achieved by using the lowest wattage of lamp possible to provide the amount of light needed according to standards provided by the Illuminating Engineering Society of North America (IESNA)
- Lighting shall be installed in a manner to prevent direct glare onto adjacent properties.
- Light spillage onto adjacent properties may not exceed 0.5 foot candles for residential.
- Colored bulbs in low voltage light fixtures and building mounted fixtures shall not be allowed.

### **Exterior Post Lamps**

- The Homeowner is responsible for maintaining the photo sensor and light on the exterior post lamp to ensure they are in good working order.
- All post lamps, when replaced, must be of consistent color and style as the original install.
- In neighborhoods where post lamps are installed in lieu of street lamps, the post lamps shall remain illuminated dusk to dawn.

### **Landscape Lighting Specifications:**

- All landscape lighting shall be “low voltage” incandescent lighting and shall be approved by the ARB of the Association prior to installation.
- Low voltage light fixtures for landscape path lighting will be allowed, tree up-lighting shall be allowed, but only in a manner that is not obtrusive to others.
- Landscape lighting near roads will be shielded in a manner to ensure safety of vehicles and pedestrians and shall not be obtrusive or a nuisance to others.
- Lighting may be mounted to the dwelling, and shall conform to the original architecture of the house. The homeowner shall receive Association permission before changing the exterior condition of the home.
- Holiday lighting and decorations shall be permitted so long as the lights and decorations do not constitute a nuisance. Rope and tube lighting only allowed during the holiday season. Lights and decorations are to be added no earlier than the second weekend in November and must be removed by January 16.
- Decorations for other holidays such as, but not limited to, St. Patrick’s Day, Independence Day, Halloween and Thanksgiving, may be displayed on each lot or dwelling beginning not earlier than fourteen (14) calendar days before the holiday and shall be removed within seven (7) calendar days after the holiday. They must be displayed in a tasteful manner and shall not be excessive relative to the general level of lighting and decoration in the community, or constitute a nuisance to the neighbors, or create an obstruction to maintenance. It is the owner’s responsibility to ensure that the decorations are displayed safely and do not constitute a safety hazard for the neighbors or maintenance personnel.
- All lighting equipment, junction boxes and other components vital to the lighting system shall be concealed from curbside view. Shrubs shall be used to conceal landscape lighting fixtures and hardware, including junction boxes and timers.
- Solar lights are discouraged and must be removed when they are no longer operational.

## Weybourne Landing Standards for Antenna Installation

### **Overview**

Antenna installation is permitted on property within the exclusive use or control of the Owner which is based on these standards that address safety and aesthetics while conforming to regulations such as the Federal Communications Commission (FCC) rules. The standards are not intended to (1) unreasonably delay or prevent installation, maintenance, or use of an Antenna; (2) unreasonably increase the cost of installation, maintenance, or use of an Antenna; or (3) preclude reception of an acceptable quality signal by an Antenna.

### **Definitions:**

**Antenna** – Refer to Rule ~~2021~~.

**Mast** – a pole or tower used principally to support an antenna.

**Over-the-Air-Reception Devices (OTARD)** – FCC definition and related regulations of antennas for reception of terrestrial and satellite broadcasts and antennas that receive and transmit fixed wireless signals. An OTARD is one meter or less in diameter or diagonal measurement.

**Rear Base Building Wall** – the back wall of any dwelling, excluding any appurtenances attached to the dwelling either as a part of the original construction, or as an addition, including covered concrete patios, screen rooms, or sun rooms.

Safety is a key concern of the Association in general and as related to antenna installation. Any antenna installation must comply with local, state and federal regulations. These include the Florida Building Code, the National Electric Code, as well as FCC rules which are administered and enforced by the appropriate local, state or federal entities. It is the Owner's responsibility to ensure that all such regulations are observed, and that documentation of compliance is provided to the ARB upon request.

The FCC adopted Over-the-Air Reception Devices ("OTARD") rules set forth in 47 C.F.R. § 1.4000 as directed by Congress in Section 207 of the Telecommunications Act of 1996. The antennas described in those regulations are expressly allowed with the requirement that they meet the installation and location standards set out below.

It is the obligation of the Owner to provide the ARB documentation via an OTARD Installation Report. All reports must clearly show that the installation meets federal, state and local regulations. OTARD installations not reported or reports found to be insufficient may result in a request to remove the OTARD.

**Installation and Location Standards:** For safety reasons, the Owner must demonstrate to the satisfaction of the Association, or its designee, that any antenna including mounting hardware, brackets and masts must be able to withstand wind speeds up to 130 mph. Details must be provided in the OTARD Installation Report.

1. Antennas must be installed in compliance with the manufacturer's specifications, applicable zoning ordinances, if any, and national or state building codes.
2. Antennas should be self-supporting, requiring no guy wires to remain stable.
3. Antennas may not encroach on neighboring properties.

4. Antennas attached to the building should be installed behind the HVAC unit, unless otherwise agreed to by the Association.
5. Antennas which may be ground mounted on a mast, or if anchored to the side of the building, should not extend to an overall height greater than twenty feet (20') above grade.
6. Antennas which may be ground mounted behind or anchored to the rear base building line should not extend higher than twenty feet (20') in overall height above grade.
7. Ground mounted antennas should be installed within the planting bed space, i.e. within five feet (5') of the building.
8. Consideration of neighboring homes and their respective window views should be given.

The following items should be considered by the Owner in planning an antenna installation:

1. The Association strongly discourages attaching antennas to the roof. Roof attachments will void your roofing warranty in and around the location of the installation.
2. Building installation must take great care to protect the structural integrity of the home. Homeowner is exclusively and completely responsible for any and all damage, both cosmetic and structural done to the home due to the building installation. A home's warranty may be voided if antenna installation or attachment is deemed to be responsible for any damage or system failure of the home.

Should an Application for Modification be required by the Association, the OTARD Installation Report should be tailored on the Application with the following requirements:

1. Equipment manual to include equipment size and weight
2. Sketch of the installation on the Installation Location Guide
3. Equipment installation instructions
4. Pictures of the installation showing location and mounting details
5. An attestation that the installation meets all local structural and electrical regulations.

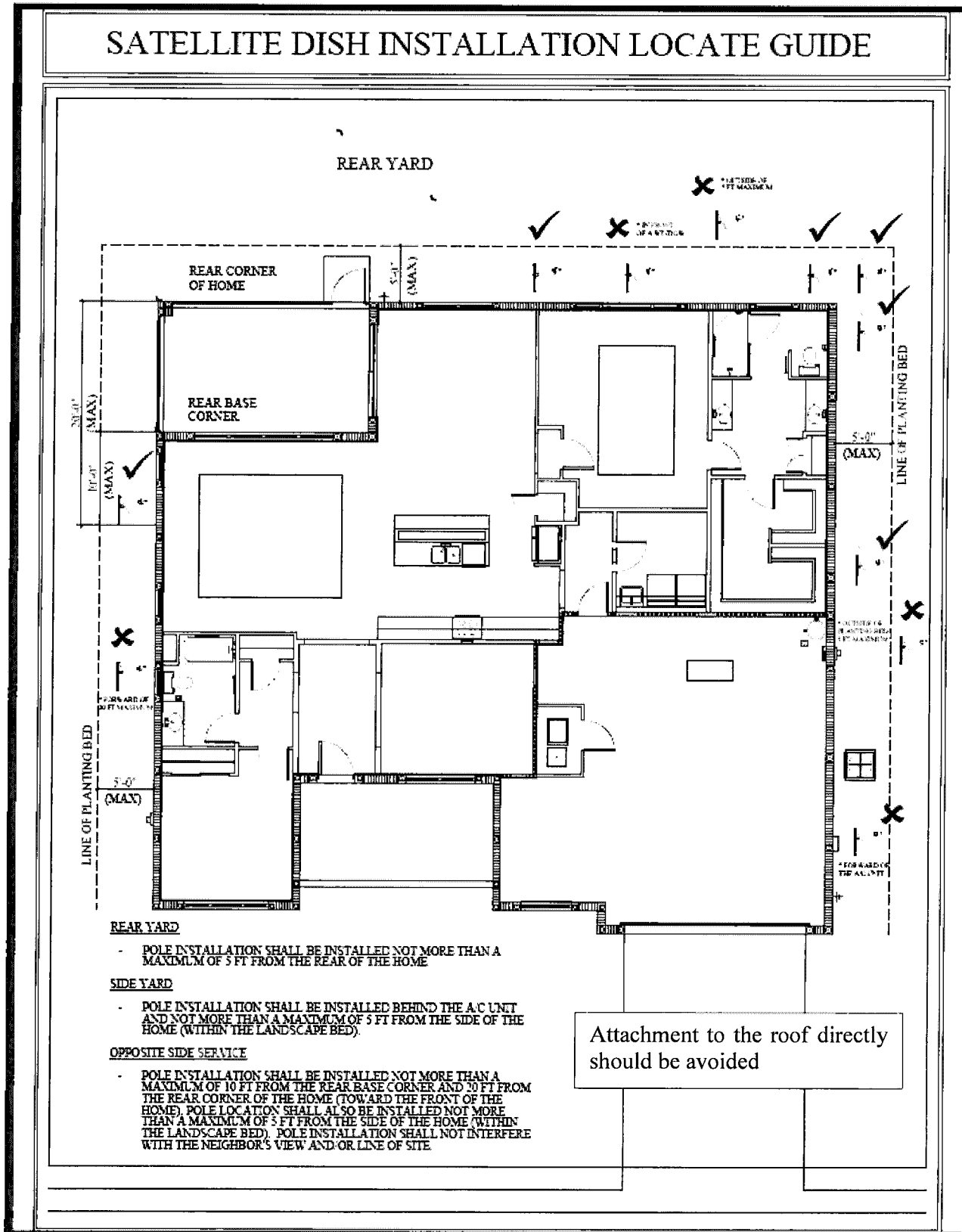
These mandatory minimum standards shall run with the land and with all ownership interests in Weybourne Landing and shall be binding upon all Owners and Occupants, and their heirs, successors, and assigns.

Accepted this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Owner:

Owner:

## SCHEMATIC – Satellite Dish Installation Locate Guide



### Example of Line of Sight Rules including but not limited to Fencing, Landscaping, Structures and Walls

[illegible]

### **Instructions for Completing Modification Form**

This form is provided as a “**sample**” only. Please visit our Resident Services Department where a Resident Services representative will input all the necessary information into the form for you. Please be sure to attach a sketch of any modifications you plan to make to the exterior of the home (whether structural or landscaping). We suggest, and in many cases require, using a copy of your home site plan for preparing your sketch. Additionally, provide a detailed proposal, the name of the contractor performing the work and their proof of liability insurance coverage.



## "SAMPLE" APPLICATION FOR APPROVAL OF REQUEST FOR MODIFICATION

Dwelling Owner:

Email:

Phone:

Address:

Date:

### Alteration/Modification to Dwelling

**\*\*Sketch or Drawing Must be Attached\*\***

The undersigned hereby, applies to the Weybourne Landing Neighborhood Association, for approval to make only those specific modifications/alterations, or landscaping changes as specified in the attached drawings and as summarized above. The undersigned represents and covenants that the said modification/alteration or landscaping changes will be exactly as set forth herein; with no changes or modifications other than as approved should this application be granted; and further, the undersigned acknowledges, ratifies and confirms that this application, if granted, shall be solely based on the plans and drawings submitted herewith. No amendment nor change of any kind shall be permitted, nor shall be acceptable without the express written approval of the Association.

### APPROVAL FOR THE MODIFICATION WITHOUT EXCEPTION UNLESS WRITTEN

### CONDITIONS ALL OF WHICH MUST BE MET BEFORE ANY OTHERS ARE GRANTED:

1. Motorized Vehicles shall not be permitted on the property unless approval is obtained from the Association, which approval may be denied or arbitrarily withheld.

When approval is obtained from the Association,

2. All contractors, sub-contractors or sub-subcontractors shall be, for all purposes considered only as a contractor or sub-contractor, or sub-subcontractor, and shall be responsible for all damages to the building structure, building exterior, landscaping, or irrigation, and whether such damages exist prior to the existence of the modification/alteration or its completion.

It shall be the sole responsibility of Applicant to insure against loss or damage resulting from the actions of the contractor, sub-contractor or sub-sub-contractor or from the dwelling owner(s).

3. In the event damages shall occur as a result of the modification/alteration ("The Management Company") reserves the right to seek injunctive relief to require the removal of the modification/alteration by the owner(s) and/or a lessee(s) of the dwelling or by any recovery and all the expenses that may be incurred in any appellate proceedings and regardless of the result of the relief of for damages.

By Maintenance & Management Marion, LLC including but not limited to, the seeking of injunctive relief, may be brought against the dwelling owner(s), jointly and severally in order to recover for damages as a result of damages resulting from the modification/alteration on behalf of the Association, through legal costs shall include both an action for injunctive relief and damages.

4. Landscaping shall be approved by the Association. Any damage to the existing landscape plantings or hardscape shall be maintained by the dwelling owner, even if the damage is caused by maintenance. Maintenance includes, but is not limited to, the replacement of plants and hardscape.

Prior to installation. All additions or changes to the building structure shall be the responsibility of and not the obligation of the Association to provide such maintenance or removal.

5. The Association and The Management Company shall be responsible for any damage to aluminum structures or other components attached to the exterior of the home. Owner(s) shall be responsible for the replacement of such components.

to aluminum structures or other components

6. The Association and the Management Company shall be responsible for any damage to the existing structure where any portion of the modification/alteration is affixed to the existing structure in any respect. Under no circumstances shall the Association be obligated to provide maintenance services. This includes but is not limited to the enclosure of a porch or lanai—it being a condition of the approval of this application, that the dwelling owner or his/her/their successor(s) in interest including but not limited to any subsequent purchasers of the property shall be required to perform all maintenance within the interior of any dwelling that has been modified or altered in any way from the original structure.

and maintenance where any portion of the modification/alteration is affixed to the existing structure in any respect. Under no circumstances shall the Association be obligated to provide maintenance services. This includes but is not limited to the enclosure of a porch or lanai—it being a condition of the approval of this application, that the dwelling owner or his/her/their successor(s) in interest including but not limited to any subsequent purchasers of the property shall be required to perform all maintenance within the interior of any dwelling that has been modified or altered in any way from the original structure.

employees of the Association or the Management Company enter into or upon any area enclosed by the Applicant, even though, prior thereto, the Association was obligated to provide maintenance services. This includes but is not limited to the enclosure of a porch or lanai—it being a condition of the approval of this application, that the dwelling owner or his/her/their successor(s) in interest including but not limited to any subsequent purchasers of the property shall be required to perform all maintenance within the interior of any dwelling that has been modified or altered in any way from the original structure.

7. All work must be completed in accordance with the approved plans and site plan attached and made a part hereof.

8. Approval of the requested alteration, modification or landscaping change shall not constitute approval of any further alteration, modification or landscaping and the approval of this or any other application shall not constitute any precedence for any other approval for any additional modification/alteration even if to portions of any modification/alteration that might be approved in accordance with this application. Further, approval of this application shall not release the applicant nor the dwelling owner(s), any occupant(s), lessee(s) or any subsequent purchaser(s) from all of the requirements to maintain and repair the building structure as well as the improvements which may be authorized as a result of the approval of this application. Applicant and dwelling owner(s) and any successor(s) interest including a subsequent purchaser shall be and shall remain totally responsible for any damage done by any worker or contractor or subcontractor or sub-subcontractor who has been employed by applicant or dwelling owner(s), occupant(s) or lessee(s) to perform or to complete the said modification/alteration.

Print Name:

### Schedule of Fees\*

The following fees and charges shall be collected by, and paid to, the Management Company for the use and benefit of the Association:

Resident ID Card	\$20.00
Replacement Resident ID Card**	\$20.00
Auto <del>deals</del> RFID	\$15.00
Auto <del>deals</del> RFID replacement	<del>\$10.00</del> 15.00
Sales Application Approval Processing Fee- Also requires a complete a background check as stated on the Resident Application Packet (background check fee payable directly to the background check company).	<del>\$100.00</del> 150.00
Additional Resident Approval Processing Fee	<del>\$100.00</del> 150.00
<i>All third and or fourth approved residents are required to purchase an annual guest ID card. All approved residents who are not on the deed of the home in which they are residing, must complete a background check every three years*** (background check fee payable directly to the background check company).</i>	
Weybourne Landing-Six month third and or fourth resident fee	<del>\$147.00</del> 136.00
Weybourne Landing-Annual third and or fourth resident fee	<del>\$255.00</del> 272.00
Weybourne Landing-Annual third and or fourth resident Gateway of Services which is (required if the homeowner has purchased the Gateway of Services.)	<del>\$780.00</del> 1,537.00
Tenant Resident Approval Processing Fee-Also requires a complete background check at the time of application and every three years thereafter (background check fee payable directly to the background check company).	<del>\$100.00</del> 150.00
Tenant ID- Owner access will be deactivated during the term of the lease.	\$20.00
Tenant Auto <del>Deeal</del> RFID	<del>\$75.00</del> 15.00
Association Declaration Book	\$50.00
Mailbox Key Replacement	\$30.00
Return Check Fee	\$25.00
Monthly Community Service late fees	\$25.00

\*All fees are subject to change. All fees are subject to additional taxes and processing fees.

\*\*A replacement card is defined as a new card printed to replace a damaged, lost or stolen card. There is no charge to renew an existing card.

\*\*\*Resident not on the deed, whom after performing a required background check: (1) remain in occupancy for 120 consecutive years in the same dwelling, or (2) turn the age of 80 years, are no longer obligated to complete background checks every three (3) years.

Effective January 1, ~~2025~~ 2026