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FOXWOOD COMMUNITY ASSOCIATION, INC. CODIFIED RULES

Chapter 1 PURPOSE AND AUTHORITY

- 1.01 **PURPOSE.** This document states rules clarifying and otherwise establishing reasonable restrictions (the "Rules") concerning the Residential Planning Criteria for the Foxwood Community Association, Inc. (the "Association"), as adopted by the Association's Board of Directors (the "Board") at a duly noticed regular meeting of the Board. The rules are categorically set forth in these Rules by chapter and are identified by section numbers.
- 1.02 **AUTHORITY.** The authority to adopt these rules and is found in Article 8, Section 19, of the Declaration of Covenants, Conditions and Restrictions for Foxwood, as amended and supplemented, and the general powers provided the Association in the above referenced Declaration to protect the value and desirability of the Properties within the Foxwood neighborhood.

Chapter 2 DEFINITION OF TERMS

The following terms are generally used throughout these Codified Rules and, unless specified otherwise in these Codified Rules or the Declaration, have the following definitions. Other terms not generally present may be defined within a particular Chapter.

- 2.01 **ACC** – "ACC" means the Architectural Control Committee of the Foxwood Community Association, Inc.
- 2.02 **ASSOCIATION** – "Association" means the Foxwood Community Association, Inc.
- 2.03 **BOARD** – "Board" means the Board of Directors of the Association.
- 2.04 **DECLARATION** – "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Foxwood and all adopted amendments and supplements.
- 2.05 **DIRECTOR** – "Director" means a member of the Board of the Association.
- 2.06 **EASEMENT** – "Easement" means a right or use over the property of another as described in the recorded Plats for Foxwood and the Declaration, which include the Greenbelt, Recreational, Common Area, utility, drainage facility and county road right of way easements.

- 2.07 **FOXWOOD** – “Foxwood” means the Properties, as that term is defined in the Declaration.
- 2.08 **GOVERNING DOCUMENTS** – “Governing Documents” means the recorded Declaration and the Association’s articles of incorporation, bylaws, these Rules and all duly adopted amendments to such Governing Documents.
- 2.09 **LOTS** – “Lot” or “Lots” shall have the same definition as in the Declaration.
- 2.10 **MANAGEMENT COMPANY** – “Management Company” means the management company under contract with the Association to perform management services.
- 2.11 **OWNER** – “Owner” shall have the same definition as in the Declaration.
- 2.12 **PROPERTIES** – “Properties” shall have the same definition as in the Declaration.

Chapter 3 LANDSCAPE MAINTENANCE

- 3.01 **LANDSCAPING** – The front, side, and rear landscaping of all Lots in Foxwood shall be maintained in a neat appearance, including, but not limited to, mowing, edging weeding, trimming, treating for diseases and lawn pests, watering, and fertilizing as allowed by law or ordinance.
- 3.02 **COMPOST PILES** – Landscape clippings and trimmings may not be allowed to accumulate on the Lot or in any easement unless done in a manner and location as approved by the ACC and otherwise in compliance with law or ordinance.
- 3.03 **TRASH** – All trash, such as debris, garbage, waste and refuse, must be cleaned and disposed of in compliance with the Declaration, law and ordinances.
 - A. **West Seminole County Urban Bear Management Area Refuse Disposal Requirements.** Because Foxwood is within the West Seminole County Urban Bear Management Area, pursuant to Seminole County Ordinance 258.2, all refuse, meaning any waste that could reasonably attract bears, including but not limited to kitchen organic waste, food, food packaging, toothpaste, deodorant, cosmetics, spices, seasonings and grease (see the ordinance for additional definitions and requirements) must be secured within a functioning bear resistant residential refuse container or secured within a house, garage, shed or other secured structure at all times except for placing a residential refuse containers at the designated collection location no earlier than 5:00 a.m. on the scheduled collection day (a functioning bear resistant residential refuse container is not subject to that time restriction). Recyclable materials stored outside until the scheduled collection day or placed at a designated collection location on the scheduled collection day must be sufficiently free from residue of food and other materials so that they are not an attractant to bears.
 - B. **OTHER RESTRICTIONS.** Except as described above, no one may deposit trash for pickup earlier than noon of the day prior to the designated pickup time. All trash receptacles must be removed from the collection location and secured as soon as practicable after collection service has been provided on the same

scheduled collection day. All trash receptacles are to be stored in such a manner as to not be visible from the street.

Chapter 4 FIREWORKS AND FIREARMS

- 4.01 **GENERAL** – Except for organized firework displays sponsored by the Association and as otherwise permitted by these Rules, the presence, use, detonation or discharge of fireworks, firearms, or any projectile on or within common areas of Foxwood is strictly prohibited. No individual, other than Federal, State, County, or Municipal law enforcement officials or authorized Foxwood security personnel, may carry or otherwise maintain a visible firearm on or within the common areas. No individual may carry or otherwise maintain a concealed firearm on or within the common areas other than a lawfully acquired and licensed handgun and only if such person carries on his or her person a valid Florida concealed weapons license.
- 4.02 **FIREWORKS DEFINED** – The term “fireworks means and includes any explosive composition or substance or any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, including, but not limited to, the use of firecrackers, torpedoes, sky rockets, roman candles, or any firework containing any explosive or chemical compound.”
- 4.03 **FIREARMS DEFINED** – The term “firearms” means any weapon (including a starter pistol) which will, is designed to, or may readily be converted to expel a projectile by explosive action or any similar weapon.

Chapter 5 WALLS, FENCES AND HEDGES

- 5.01 **APPLICATION** – Before any wall, fence, hedge may be installed, altered or added, the Lot Owner must first submit a completed application showing the plans and specifications including the nature, kind, shape, height, materials and location of the proposed wall, fence or hedge, and the application must be approved by the ACC. Application forms can be obtained from the Management Company and when completed shall be submitted to the ACC through the Management Company. Applicants may be required to submit additional information with their application or take additional action as prescribed by Chapter 13 of these Rules, if applicable.
- 5.02 **GENERAL REQUIREMENTS** – In addition to the above, the following general requirements shall apply to all walls and fences:
- A. **HEIGHT** – Unless a variance is granted, no wall or fence shall exceed six feet in height from the ground as measured at any point along the wall or fence.
 - B. **TREES** – No tree(s) measuring six inches or more in diameter at the ground level shall be removed to accommodate a wall, fence or hedge without prior disclosure to, and approval of, the ACC unless such tree is located within ten feet of the main dwelling or accessory building.
 - C. **LOT LINES** – No wall, fence or hedge shall be installed outside of the Lot line.

- D. **EASEMENTS** – No wall, fence or hedge shall be installed, altered, or added within any easement without first obtaining a variance as provided in Chapter 13 of these Rules.
- E. **ACCESS RIGHTS** – All walls, fences and hedges shall provide access to easements.
- F. **CONNECTION TO OTHER FENCES** – All wall, fence and hedge installations shall, to the extent possible, be connected to walls, fences and hedges on adjoining Lots. Approval of the Owner of the adjacent wall, fence or hedge must be obtained in such circumstance.
- G. **MATERIAL AND DESIGN** –
 - 1) **MATERIAL** – Fences may only be made of cypress or other approved wood materials. Walls, other than retaining walls (a wall that holds back earth or water), may only be made from brick or concrete.
 - 2) **DESIGN** – Vertical and split rail fences will be permitted in all areas of Foxwood.
 - 3) **GOOD SIDE OUT** – All vertical fences must be installed with only the “finished” side visible from outside the Lot and the “rough” or “unfinished” side facing the residence.
 - 4) **COLOR** – All wood fences must either remain natural, be stained or varnished to retain the appearance of a wood fence, or be painted a color approved in advance by the ACC.
- H. **FRONT YARD FENCES** – Unless a variance is granted, no fence shall extend beyond the front elevation(s) of a house located on a Lot. For purposes of this rule, a house may have a single front elevation if it is square or rectangular in shape or it may have multiple front elevations if the house is other than square or rectangular in shape (i.e. L shaped). If a house is something other than square or rectangular in shape, then the fence on each side of the house may not extend beyond the front elevation of that portion of the house which is closest to, and parallel to, the fence located on that side of the house. For corner Lots, the front of the house shall be the side of the house where the “main or formal” entrance into the house is located.

5.03 **MAINTENANCE** – All walls, fences and hedges on Lots shall be maintained on a consistent basis by each Lot Owner. In the event that a wall, fence or hedge becomes deteriorated beyond repair, the Lot Owner must: (a) remove the wall, fence, or hedge, or (b) replace the wall, fence or hedge, with such replacement being subject to the approval of the ACC.

Chapter 6 ANTENNAS AND SOLAR DEVICES

6.01 **ANTENNAS** – Concerning restrictions on the installation of over-the-air reception devices, the Association shall take into consideration the regulations and guidelines

adopted by the Federal Communications Commission concerning such devices (see 47 C.F.R. Section 1.4000; www.fcc.gov/media/over-air-reception-devices-rule).

A. **PERMITTED ANTENNAS** – The following exterior antennas may be erected in Foxwood without prior approval as long as said antennas are in conformance with the restrictions outlined below:

- 1) Antennas that are one (1) meter (39in.) or less in diameter that are designed to receive direct broadcast satellite service, including direct-to-home satellite service, or to receive or transmit fixed wireless signals via satellite (hereinafter “DBS Antennas”).
- 2) Antennas that are one (1) meter (39in.) or less in diameter or diagonal measurement and are designed to receive video programming services via multichannel multipoint distribution, including multichannel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, or to receive or transmit fixed wireless signals other than via satellite (hereinafter “MMDS / wireless cable” antennas).
- 3) Antennas that are designed to receive television broadcast signals (hereinafter “TVBS antennas”).
- 4) A mast supporting the antennas described in paragraphs A 1), 2), and 3) above.

B. **RESTRICTIONS FOR PERMITTED ANTENNAS** – Subject to the variance provisions outlined below the following restrictions shall apply to Permitted Antennas:

- 1) For a DBS antenna:
 - a) It may not exceed one (1) meter (39.37 in.) in diameter;
 - b) To the extent possible, it should be installed so as to not be visible from the street; and
 - c) The antenna should be a subdued color (e.g. gray) or a color that is coordinated with the antennas background (e.g. if the antenna is to be attached to a structure, the same color as the structure; if the antenna is to be placed in the yard, then a color that blends in with the background landscape).
- 2) For a MMDS/wireless cable antenna:
 - a) It may not exceed one (1) meter (39.37 in.) or less in diameter or diagonal measurement;
 - b) The mast upon which the antenna is mounted does not exceed the roof line of the structure to which is attached; and
 - c) To the extent possible, the mast should be installed so as to not be visible from the street.

3) For a TVBS antenna:

- a) The mast upon which the antenna is mounted does not exceed the roof line of the structure to which is attached; and
- b) To the extent possible, the mast should be installed so as to not be visible from the street.

C. PROHIBITED ANTENNAS – Except as provided above or by a variance granted by the Association, all other exterior antennas are prohibited.

D. VARIANCE FROM THE RESRICTIONS FOR PERMITTED ANTENNAS – Any person having a direct or indirect ownership or leasehold interest in a Lot may apply for a variance from the above restrictions. The applicant must demonstrate to the Association that erecting an Antenna not in conformance with the restrictions 1) unreasonably delays or prevents installation, maintenance or use, 2) unreasonably increases the cost of installation, maintenance or use, or 3) precludes reception or transmission of an acceptable quality signal. It is the Association's burden to demonstrate that the restrictions of this Chapter, except to the restriction on size of an antenna, do not impair the installation, maintenance or use of devices used for over-the-air reception of video programming services or devices used to receive or transmit fixed wireless signals.

E. ENFORCEMENT OF THIS RESTRICTION –

- 1) The Association may enforce this Chapter of this restriction in any fashion permitted by law, including as permitted by Title 47 Code of Federal Regulations Section 1.4000.
- 2) However, no fines or other penalties and no attorney's fees will accrue against any antenna user while a proceeding is pending to determine the validity of any restriction.

6.02 ENERGY DEVICES BASED ON RENEWABLE RESOURCES – While the Association encourages the use of energy devices that are based on renewable resources, it must also balance that use with its responsibility to maintain an architecturally sound community. Therefore, consistent with Section 163.04, Florida Statutes, and the terms and conditions of the Declaration, the following shall apply:

A. SOLAR COLLECTORS –

- 1) No solar panel shall be installed without prior written approval of the ACC.
- 2) Unless it can be demonstrated by the applicant that the following restrictions impair the effective operation of the solar collector:
 - a) The ACC may determine the specific location where solar collectors may be installed on a roof within an orientation to the south or within forty-five degrees east or west of due south.
 - b) All solar collectors must be installed flush with the roof.

- c) The color of the exposed pipes, panels and other apparatus must be approved by the ACC unless the color is brown anodized or black.
- B. **CLOTHESLINES** – Clotheslines are permitted in all areas of Foxwood so long as the clotheslines structure is located in the side or back yards and totally screened from view from the street, sidewalk easements, and from all adjoining property.

Chapter 7 MOTOR VEHICLES, TRAILERS, AND OTHER CRAFT

7.01 **DEFINITIONS** – For purposes of this Chapter:

- A. The term “motor vehicle” shall mean any vehicle which has two or more wheels and which is of a type subject to being titled by the State of Florida, regardless of whether said vehicle is actually titled in Florida; and
- B. The term “closed structure” shall mean 1) an attached garage or 2) a wall or fence (but not a split rail fence) that is no less than six feet in height above ground level as measured from the foot of the wall or fence and where such wall or fence encloses the entire area on the Lot located behind a line parallel to the front wall of the dwelling located on the Lot.

7.02 **PROHIBITED VEHICLES** – Unless an exception applies as stated in these Rules or the Declaration, the parking of the following types of motor vehicles is strictly prohibited at any time on Lots, driveways, or any streets (public or private) within Foxwood.

- A. Recreational vehicle-type units as defined by Florida Statutes Section 320.01(1)(b), including but not limited to, travel trailers, camping trailers, truck campers, motor homes, private motor coach, park trailers, and fifth-wheel trailer, also as those terms are defined in Ch. 320.01(1)(b), Fla. Stat.
- B. Mobile homes as defined by Florida Statutes Section 320.01(2).
- C. Trailers as defined by Florida Statutes Section 320.01(4).
- D. Semitrailers as defined by Florida Statutes Section 320.01(5).
- E. Truck tractors as defined by Florida Statutes Section 320.01(11).
- F. Any motor vehicle as defined by Florida Statutes Section 320.01(1) to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods or equipment other than personal effects of the passengers.
- G. Boats and personal watercraft, where personal watercraft means a vessel less than sixteen feet in length which uses an outboard or inboard motor.
- H. Limousines.
- I. As required by Seminole County Code of Ordinances Section 250.75, other than to load or unload merchandise, no trucks having a rated load limit of more than two tons or having more than two axles; and no truck of any size, which has operating motorized cooling units.

7.03 **NUMBER OF VEHICLES** – There shall not be parked upon any Lot, or public street within Foxwood, more than two permitted motor vehicles (as defined in 7.01) per single family home, plus one additional motor vehicle for every bedroom located within said single family home, at any one time attributable to any one Lot.

7.04 **OTHER PARKING RESTRICTIONS.** – The following additional restrictions on parking apply:

- A. Except as otherwise permitted by the Declaration and these Rules, there will be no parking on unpaved areas of any Lot unless the parking is done within an enclosed structure. But in any event, no parking is permitted on the grass and sidewalk areas of the county's right-of-way, including the right-of-way along Sand Lake Road and Hunt Club Boulevard.
- B. As required by Seminole County Code of Ordinances Section 250.70, no person shall park any vehicle upon a street, other than an alley, in such a manner or under such conditions as to leave available less than 12 feet of the width of the roadway for free movement of vehicular traffic.
- C. As required by Seminole County Code of Ordinances Section 250.74, no person shall park a vehicle in such a manner as to interfere with or obstruct a mailbox.
- D. As required by Seminole County Code of Ordinances Section 250.76, no person shall park a vehicle that is required to display a license tag upon any street within Foxwood unless said vehicle is displaying a valid current license tag.
- E. As required by Florida Statutes Section 316.1945, no person shall park a motor vehicle on a sidewalk or, except momentarily to pick up or discharge a passenger or passengers, within 15 feet of a fire hydrant.

7.05 **PARKING EXCEPTIONS** –

- A. A utility trailer, house trailer, travel trailer, camper, boat trailer and boat may be placed on a Lot only for loading and unloading or if in a closed structure or garage, and if stored in a closed structure, that structure must not be located in an area to the front of a line parallel to the front wall of the dwelling. For the purposes of loading and unloading, parking must be done in a legal fashion and shall not exceed twelve consecutive hours in a twenty four hour period.
- B. Sections 7.02A, 7.02C, 7.02F, 7.02G, and 7.03, shall not apply to short term (not longer than five consecutive days within any 30 day period) parking of vehicles defined therein belonging to bona fide visitors, guests, and invitees.
- C. Sections 7.02 and 7.03 shall not apply to motor vehicles belonging to service or delivery companies that are performing services for or deliveries to a Lot but only so long as such motor vehicles are not present for longer than one day within any 30 day period or for such other time as permitted in a variance granted by the Board.
- D. Subject to restrictions on time and location, nothing in this Chapter shall be construed to prohibit bona fide loading and unloading of goods from motor

vehicles belonging to service or delivery companies that are performing services for or deliveries to a Lot.

Chapter 8 ACCESSORY BUILDINGS, PLAYHOUSES, BASKETBALL GOALS

- 8.01 **APPROVAL** – The material, location, and design of all accessory buildings, playhouses and basketball goals shall be subject to the prior approval of the ACC.
- 8.02 **MAINTENANCE** – All such structures must be maintained in a manner satisfactory to the Board. This includes, but is not limited to keeping such structures painted, rust free, and structurally sound, to replace damaged or deteriorated parts, and, if applicable, maintain a secure watertight roof.
- 8.03 **ACCESSORY BUILDINGS** – The following restrictions shall apply to free standing, detached accessory storage or utility buildings in Foxwood:
- A. **MAXIMUM HEIGHT** – The maximum height of the structure shall be eight feet. The structure may exceed this height by a maximum of four inches to allow for a building foundation.
 - B. **MAXIMUM SIZE** – The maximum size shall be equal to two hundred square feet.
 - C. **COLOR** – Unless otherwise approved by the ACC, the color of the structure must be the same as that of the house or the trim of the house, which is located on the same Lot and the shingles, if any, must be the same style and color as on the house located on the Lot.
 - D. **SCREENING** – All such structures must be screened from view to a height of at least six feet by a wall, fence or other screen approved by the ACC. Screening must cover at least the bottom six feet of the structure and the foundation, if any.
- 8.04 **PLAYHOUSES** –
- A. **COLOR** – Unless the playhouse is commercially prefabricated, or unless otherwise approved by the ACC, the color of the playhouse must be the same as that of the house or the trim of the house which is located on the same Lot and the shingles, if any, must be the same style and color as the house located on the Lot.
 - B. **STRUCTURE** – To maintain the quality of the community appearance, the structure shall be commercially produced. A non-commercial structure may be approved on an individual basis if the ACC determines that the appearance is within community standards.
- 8.05 **BASKETBALL GOALS** –
- A. **HEIGHT AND SIZE** – No basketball goal shall have a height that exceeds the height allowed by the National Basketball Association (NBA). No basketball backboard shall exceed the maximum size allowed by the NBA.
 - B. **SUPPORTING STRUCTURE** – All basketball goals shall be free standing and may not be attached to any building on the Lot. To maintain the quality of the community appearance, the supporting structure shall be commercially produced.

A non-commercial structure may be approved on an individual basis if the ACC determines that the appearance is within community standards.

- C. **LOCATION** – Location approval will take into consideration, among other things, the proximity of adjacent structures and game play areas. Installation over grass or a non-paved area will not be permitted if any possible damage to the ground cover will be visible to a person standing in adjacent public or private areas. Placing a permanent basketball goal is not permitted on the street, sidewalk, or in an easement. When not in use, a moveable basketball goal must not be left in the street, on a sidewalk or in an easement.
- D. **COLOR** – The preferred paint color for the supporting structure is black.

Chapter 9 PARK

- 9.01 **OPERATION AND USE – Use of Foxwood parks is at the sole risk of the attendee.** Attendance of twenty (20) or more persons for an event or activity at a Foxwood park must be scheduled in advance through the Management Company. The scheduling of any such event or activity shall be governed by the following:
 - A. A group must be represented by a Foxwood resident who is willing to assume responsibility for the actions of the group and who will submit an event scheduling form to the Management Company.
 - B. The Management Company will present the scheduling request at the next regular or special Board meeting. The Board may request the applicant to make a short presentation of the event plans if the Board determines the impact of the event to be significant to the parks or surrounding residents. The Board may request that the group agree, in writing, to certain conditions as a pre-requisite to approval.
 - C. Events or activities may be allowed so long as the subject use will not unreasonably impact the use by other Foxwood residents and their guests and the peace and quiet of the residents living close to the parks. In order to insure that the above standards will be met, the Board will give particular attention to the time of day that the use will occur along with the type of use and the number of persons involved.
- 9.02 **PARKS RULES IN GENERAL** – The use of the park and common areas within Foxwood are restricted to Foxwood residents and their guests.
- 9.03 **HOURS** – The park is open for use during daylight hours and closes at dusk.
- 9.04 **NOISE AND DISTURBANCES** – The use of public address systems, spotlights and whistles are prohibited unless specifically authorized in writing by the Board.
- 9.05 **TRASH** – It shall be the responsibility of all persons using the park to clean up and remove their trash and pet droppings. If it becomes necessary for the Association to clean up such trash, the cost of such clean-up will be assessed to the person or persons failing to clean up. In the event it becomes necessary for the Association to

clean up trash left in the parks by a scheduled group, the person or persons who applied for the scheduling shall be personally assessed the cost of such clean up.

- 9.06 **ANIMALS** – Animals are prohibited from Foxwood park areas with the exception of domestic pets, provided that such pets are kept on a leash at all times or unless such animals are within a designated fenced pet area.
- 9.07 **PROHIBITED ACTIVITIES** – No motor vehicles, trailers, boats or personal watercraft (except non-motorized canoes and kayaks) other than those used by the Association or its agents for the purpose of maintaining the park and common areas within Foxwood, shall be permitted in the park or on any common area in Foxwood. Unless an exception exists in these Rules, firearms, fireworks, bonfires, rockets, archery, aircraft, swimming, paintball, boating (except non-motorized canoes, kayaks and rafts), and golf are not permitted in Foxwood park.
- 9.08 **COMMUNITY SUPPORT** – In the interest of maintaining positive community support, the persons using Foxwood park shall make every effort to minimize their impact on homeowners living adjacent to the park. The failure of any person to make such effort shall be deemed a violation of these Rules.

Chapter 10 ARCHITECTURAL REVIEW AND INFRACTION ENFORCEMENT

- 10.01 **APPLICATION PROCEDURE FOR ARCHITECTURAL APPROVALS** – Concerning all applications to the ACC for architectural approvals:
- A. All applications shall be submitted on a form approved by the Board, which shall be available from the Management Company. Upon completion, the form and any necessary or required attachments shall be submitted to the Management Company for transmittal to the ACC.
- B. In the event that any matter which is subject to the ACC's approval pursuant to the Declaration or these Rules is to be constructed in close proximity to any easement areas (as provided on any plat or in any Declaration), the ACC and the Board shall have the authority to require the applicant to take any of the following actions before the ACC or the Board considers the proposed plans for approval or disapproval:
- 1) Provide the ACC with a survey of the subject property, prepared by a surveyor licensed in the State of Florida and bearing the surveyor's seal, depicting the exact location of the improvement in relation to the easement area.
 - 2) Employ a surveyor licensed in the State of Florida to place metal surveying stakes on the subject property directly upon, and indicating the exact location of, any easement areas.

Chapter 11 COVENANT AND RULE INFRACTION ENFORCEMENT

- 11.01 **GENERAL ADMINISTRATIVE PROCEDURES** –
- A. When the Association becomes aware of an infraction of these Rules or other of the Association's Governing Documents, if the infraction is not timely remedied,

the Board may take further efforts, as allowed by law, to obtain compliance, including, but not limited to:

- 1) Direct that further administrative attempts be made to obtain voluntary compliance, such as an additional notice or other communication attempts.
- 2) Suspend either or both voting rights and the right to use the common areas.
- 3) Other than for the non-payment of assessments, seek compliance through dispute resolution procedures according to Florida law, which include but are not limited to pursuing litigation.

11.02 COMPLIANCE COMMITTEE – If the Board has levied a suspension, then in compliance with Florida Statute 720.305, prior to imposing the suspension, a Compliance Committee appointed by the Board shall determine whether the proposed suspension should be confirmed or rejected. All Compliance Committee members shall serve at the pleasure of the Board and may be removed with or without cause by the Board at any time.

11.03 COMPLIANCE COMMITTEE SUSPENSION PROCEDURE –

- A. The required Compliance Committee notice shall include a description of the alleged infraction(s), the date, time and place that the committee hearing will be held where the alleged violator may appear to address the issue. No later than 10 days before the hearing, the alleged violator may submit a written request to the Management Company for a reasonable change to the date and time of the hearing to accommodate a schedule conflict, which the Board may grant in its sole discretion. In order to be valid, the written request must include a reason for the requested change and a proposed new date and time. The Board will notify the alleged violator by mail or hand delivery of the decision whether to grant the change.
- B. Multiple infractions by the same person may be discussed at the same hearing.
- C. At the Committee hearing, a Committee representative shall present evidence reflecting that the proper notice was served on the alleged violator, and shall then present the case to the Committee. The alleged violator may represent himself or herself and shall have the right to be represented by counsel at the hearing. Both the Committee representative and the alleged violator shall have the right to present such evidence as they deem appropriate and may present and cross-examine witnesses. Strict rules of evidence under Florida's Evidence Code shall not be required.
- D. The Committee has the right to continue any hearing for such periods of time that it deems necessary in order to insure that full information is presented upon which to make a decision. Appropriate notices of such continuances must be given to the alleged violator by mail or hand delivery.

- E. If notice is given as required above, the failure of an alleged violator to appear at the hearing shall in no way impede the completion of the hearing or the decision whether to accept or reject a suspension.
- F. The Committee shall make a written report to the Board regarding the Committee's decision to confirm or reject the suspension levied by the Board. If the alleged violator is involved in multiple infractions, then the committee may consolidate all information into one report. All such reports must, at a minimum, contain the following information:
 - 1) The name of the Lot Owner or the Owner's tenant, guest or invitee who is allegedly in violation (the "violator");
 - 2) The address and legal description, if applicable, of the infraction location;
 - 3) A brief description of the infraction, along with the citation of the section of the appropriate Governing Document that has been violated;
 - 4) Any other information deemed important by the committee, such as photographs and documentation submitted for the hearing.

11.04 SUSPENSIONS FOR NON-PAYMENT OF ASSESSMENTS – Suspensions of use rights for the non-payment of assessments may be imposed by the Board in conformance with the terms of Article II of the Declaration and shall not be submitted to the Compliance Committee for review and action, but instead shall be handled at a hearing before the Board at a regular or special meeting of the Board.

11.05 OTHER SUSPENSION DETAILS –

- A. The Board may impose a suspension for each violation.
- B. The Board may prepare, but has no duty to prepare, a schedule of suspensions for particular violations.
- C. The Board also reserves the right, but not the duty, to waive any one or more suspensions.

Chapter 12 USE OF PROPERTY

12.01 RESIDENTIAL USE OF PROPERTY – The term "residential purpose" as used in the Declaration and these Rules shall be defined as any non-commercial and non-industrial activity reasonably suited for a community of single family homes. By way of example and not of limitation, the following activities are deemed to be a "non-residential purpose":

- A. The sale of gasoline or other flammable products;
- B. The operation of a day care facility, except as allowed by 12.02 below;
- C. The repair of motor vehicles for profit;
- D. The commercial warehousing or storage of goods;

E. Any activity which unreasonably increases vehicular traffic on or surrounding a particular residence or Lot;

12.02 **FAMILY DAY CARE HOMES** – In consideration of the State of Florida expressed public policy favoring certain limited family day care use in residential areas (see, for example, Sections 125.0109, 166.0445, Florida Statutes), and while commercial day care facilities are still prohibited in Foxwood, the Association will treat the following described family day care homes as a residential use. But to avoid traffic congestion, a concentration of Day Care's in the area in proximity to the proposed location, and a substantial alteration the nature and character of Foxwood, and also to protect the general comfort and welfare of other Owners and residents of Foxwood, the following limitations also apply:

A. **FOXWOOD FAMILY DAY CARE HOME DEFINITION** – for purposes of this rule, a "FOXWOOD Family Day Care Home" ("Day Care") means: An occupied residence in which child care is regularly provided for no more than five preschool children from more than one unrelated family and which receives a payment, fee, or grant for any of the children receiving care, whether or not operated for profit. The maximum number of five preschool children includes preschool children living in the home and preschool children received for day care who are not related to the resident caregiver. Elementary school siblings of the preschool children received for day care may also be cared for outside of school hours provided the total number of children, including the caregiver's own and those related to the caregiver, does not exceed 10.

B. **FOXWOOD FAMILY DAY CARE HOME, WHEN ALLOWED** – A Day Care will be allowed in Foxwood only if the following standards are met:

- 1) Application: Prior to the commencement of the operation of any Day Care, the Owner or resident of the Lot upon which the services will be supplied must submit an application to the Association reflecting at least the following information:
 - a) Location: the exact location of the proposed Day Care.
 - b) Owner's Approval: Documentation showing that the applicant owns the Lot upon which the Day Care will be operated or, if the applicant does not own the Lot, proof that the Lot Owner approves of such use of the property.
 - c) DCF License: A certified copy of the applicant's license to operate a Family Day Care Facility on the applicant's property from the Florida State Department of Children and Family Services. ("DCF").
- 2) Distance Requirements: No Day Care will be permitted if it will be located within a radius of 1,000 feet of another existing Day Care. This distance requirement shall be measured from the nearest point of the Lot line of the Lot upon which the existing Day Care is located to the nearest point of the Lot line of the Lot upon which the proposed Day Care will be located.

- 3) Approval of Applications: If the Association determines that the applicant owns the Lot upon which the proposed Day Care will be located, or that the Lot Owner approves of such use, and further determines that the applicant has a current, valid DCF license, then the application shall be approved if the location standards as set forth above are met. Otherwise, the application will not be approved.
 - 4) Failure to Maintain License: Because the approval of the Day Care is based in part on the holding of a valid DCF license, the Association's approval automatically expires if the license is revoked or made invalid for any other reason.
- C. **GRANDFATHERED DAY CARE'S** – Any Day Care which was in existence on the effective date of this rule will be permitted to continue in operation as long as the operator of the facility had a Florida State Department of Children and Family Services license for that location on that date and supplies proof of the same to the Association within sixty (60) days from the date that the owner of the Day Care receives written notice from the Association to do so. The distance requirement shall not apply to these grandfathered facilities.
- D. **APPROVALS ARE PERSONAL** – Any approvals granted by the Association shall be personal to the applicant and shall not be assignable to any other person. The approval shall not run with the land.
- E. **BABYSITTING EXCLUDED** – This rule shall not apply to periodic babysitting services supplied by residents of Foxwood and the same may be continued without Association approval.

Chapter 13 VARIANCES

- 13.01 **GENERAL PROCEDURE** – Any Lot Owner may request a variance from the prohibitions provided for in the Declaration, the Plat for Foxwood, or these Rules, subject to the following provisions:
- A. **APPLICATION** – All such variance requests shall be made by filing an application for the same on a form which is promulgated from time to time by the Association. The application may require surveying, engineering and other necessary information, which shall be supplied by and at the expense of the applicant.
 - B. **NOTICE** – Notice of the application and the time and place of the hearing of the same by the Association shall be given by first class mail, postage prepaid, to all Owners of Lots that abut and adjoin the Lot in question.
 - ❖ A proposed form of notice is attached to these Rules as an Exhibit A.
 - C. **TIME OF HEARING** – The Association shall hear the variance request at the next scheduled regular Board meeting only if the application, and all necessary information, is submitted to the Association, through its Management Company, at least fifteen (15) working days prior to that meeting. If the application is not

timely filed, then the hearing may be held over until the next scheduled regular Board meeting or the Association may hold the hearing if justice will be served. The Association reserves the right, but shall not have the obligation, to hear any variance request at a special Board meeting.

- D. **EVIDENCE** – At the variance hearing, all parties in attendance shall have a reasonable opportunity to present facts, evidence and testimony, subject to Board discretion concerning such matters as time, relevance and repetition. However strict rules of evidence under Florida's Civil Rules of Evidence shall not be required.
- E. **DECISION** – If at the time of the close of the hearing the Association is in possession of all information necessary to reach a decision, then the Association will render a decision no later than the next scheduled regular Board meeting after the close of the hearing. If a variance application was heard at a special Board meeting, then the Association will render a decision no later than the next scheduled regular Board meeting that is at least thirty (30) days after the hearing. The Board, in its sole discretion, shall decide when the hearing is closed. The time periods may be extended with the approval of the applicant.
- F. **PROHIBITION** – Under no circumstances can or will the Association grant variances that will result in violation of Florida law or Foxwood's Governing Documents. And the ACC shall deny any application that is filed for the construction of any improvement, including, but not limited to, any fence, wall, pool, pool deck, pool enclosure, or placement of any item, including, but not limited to, a utility shed, that is within any easement located within Foxwood.

13.02 **GENERAL VARIANCE STANDARDS** – A variance will not be granted unless it is demonstrated to the satisfaction of the Board that:

- A. Special conditions and circumstances exist which are peculiar to the land involved which are not applicable to other lands in Foxwood.
- B. The special conditions and circumstances do not result from the actions of the applicant.
- C. Approval of the variance requested will not confer on the applicant any special privilege that is denied by the Association's Governing Documents to other lands.
- D. Literal interpretation of the provisions contained in the Association's Governing Documents would deprive the applicant of rights commonly enjoyed by other properties in Foxwood and would work unnecessary and undue hardship on the applicant.
- E. The variance approved is the minimum variance that will make possible the request.
- F. Approval of the variance will be in harmony with the general intent and purpose of the Association's Governing Documents and such variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

G. The Board has considered all additional applicable specific factors as set forth in section 13.04

13.03 VARIANCE CONDITIONS – In granting any variance, the Association may prescribe appropriate conditions and safeguards. The violation of such conditions and safeguards shall be deemed a violation of the Governing Documents and shall subject the applicant to the penalties provided for therein. At a minimum, each variance shall carry with it a condition that all record Owners of the subject Lot will execute an agreement in recordable form which will contain provisions such as the following:

- A. That, in addition to the Governing Documents, all construction is subject to governmental restrictions.
- B. That, if at any time the variance violates any provision contained in the Governing Documents or Florida law, the Owner shall remove the improvement at the Owner's sole expense.
- C. That the Owner shall hold the Association harmless against any loss, injury or damage which might occur to the Owner and to any third party as a result of granting the variance.

❖ An example of such an agreement is attached these Rules as Exhibit "B".

13.04 SPECIFIC FACTORS – In addition to the general standards outlined above, the Board shall review the following specific factors. These factors are for example only and other factors may be used by the Board in making its decisions.

- A. The improvement should not:
 - 1) damage or interfere with the installation, use and maintenance of utilities, or
 - 2) obstruct or retard the flow of water through drainage channels in the easements, or
 - 3) interfere with the construction or use of sidewalks or associated facilities.
 - 4) interfere with the sight lines for traffic safety, or
 - 5) unreasonably block the views that presently exist for surrounding houses, or
 - 6) create drainage problems for surrounding properties.
- B. Consider the distance from and location of the proposed improvement a) to other abutting or surrounding sidewalks, associated facilities, or other improvements, whether or not located in or across an easement.
- C. Consider the effect of the proposed improvement on major landscaping areas and existing trees.
- D. In the case of replacement of an existing improvement, the location of the improvement which is being replaced.

Chapter 14 ANNUAL MAINTENANCE ASSESSMENTS

14.01 **ASSESSMENT PERIOD** – The annual assessment period for Foxwood shall be the calendar year.

14.02 PROCEDURES FOR COLLECTION OF ASSESSMENTS

A. PAYMENT DATES, DELINQUENCIES, LIENS, COLLECTIONS –

- 1) Unless specifically changed by the Board, annual assessments are due on February 1 of each year.
- 2) Assessments not received by March 1 are delinquent and interest shall accrue from the due date of Feb 1.

14.03 INSTALLMENT PAYMENTS –

A. INSTALLMENT PAYMENT REQUEST – Any Lot Owner or other person obligated to pay assessments to the Association may request to pay in installments by submitting a written request to the Association. The Board will consider the request at a scheduled regular Board meeting. The decision whether to accept or reject the request is within the sole discretion of the Board.

Chapter 15 TREE REMOVAL

15.01 **PERMIT REQUIRED** – Before any tree measuring six inches (6”) or more in diameter at ground level may be removed, the Lot Owner must obtain the written approval of the Association unless the tree is located within ten (10) feet of the main dwelling or accessory building or within ten (10) feet of the approved site for such building.

15.02 **WHEN PERMIT WILL BE ISSUED** – Tree removal permits will only be issued if the applicant can establish, to the satisfaction of the ACC, that one of the following circumstances exist:

- A. The tree is diseased, injured, is in danger of falling, or is considered an invasive or noxious species;
- B. The tree is so close to an existing or proposed structure that it will endanger such structure, interfere with the installation and maintenance of utility service, or otherwise create an unsafe condition upon the Lot or the surrounding land;
- C. The tree is changing the direction of the flow of drainage channels in easements or is obstructing or retarding the flow of water through the drainage channels in the easement; or
- D. The tree is interfering with the Association’s facilities

15.03 **CONDITION OF APPROVAL** – As a condition of granting a permit, the applicant may be required to relocate the tree being removed to another location on the same Lot or may be required to replace the tree being removed with another tree of the same type or of a type listed on Exhibit C that is attached to these Rules.

- 15.04 **APPEAL RIGHTS** – Any applicant who is aggrieved by a the decision of the ACC about the removal or replacement of the tree(s) may appeal the decision to the full Board, which has the right to uphold, reverse or amend the decision of the ACC in its sole discretion.
- 15.05 **OTHER RESTRICTIONS** – In addition to the above, it will be the responsibility of any person who wishes to remove a tree to ensure that they have complied with all other tree removal restrictions, including, but not necessarily limited to, governmental requirements and restrictions.

Chapter 16 COLOR OF HOUSES, FENCES AND OTHER STRUCTURES

- 16.01 **DEFINITIONS** – For purposes of this rule, the terms “paint”, “painted”, “repainting” or “painting” shall refer to the establishment of paint, stain, or other coating of any type (including siding) to the exterior of a house, fence or any other structure in Foxwood.
- 16.02 **ACC APPROVAL REQUIRED** – To insure that a consistent and harmonious scheme of exterior colors exist in Foxwood, prior approval by the ACC is required before the exterior of any house, fence, wall or other structure or improvement located in Foxwood is painted. This applies to the re-painting as well as the initial painting of any such house, fence, wall or other structure.
- 16.03 **SUBMITTAL REQUIREMENTS, EXCEPTION** – Except as provided below, in addition to the general information required on all ACC applications, all applications for painting must contain a color sample of the paint. Where more than one color or variation of a color is planned, the application must also include the location where each specific color or variation of color will be used. The ACC will review the application and will only approve the color if it is in harmony with the overall general and existing scheme of exterior colors in Foxwood. For purposes of this review, the ACC may disregard those limited houses, fences, walls and other structures and improvements which are presently outside of the overall general and existing scheme of exterior colors in Foxwood.
- 16.04 **PRE-APPROVED AND PROHIBITED COLORS** – The Board reserves the right, but not the duty, to adopt, from time to time, lists of pre-approved or prohibited colors for use in Foxwood. These colors may be pre-approved or prohibited for use on designated areas (e.g. trim, main structure, fences). The date of such list was created will be shown on the list and the list will be kept in the Association's records on file with the Management Company. To use a pre-approved color, the applicant, in addition to the general information required on all ACC applications, must only reflect the proposed color, and the location that the color will be used. The ACC will not approve any application for the use of a prohibited color.

Chapter 17 INSPECTION AND COPYING OF OFFICIAL RECORDS

17.01 PROCEDURE –

- A. An Association member (as defined under Florida law) or a member's authorized representative (hereinafter “Member”), desiring to inspect or copy the Association's records shall submit a written request, by certified mail, return
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receipt requested, to the Secretary or Manager of the Association. The request must specify the particular record subject to inspection or copying including pertinent dates or time periods. The request must be sufficiently detailed to allow the Association to retrieve the records requested.

- B. Inspection and copying of records shall be limited to those specifically requested.
- C. Inspection and copying of records shall be limited to no more than one 8-hour business day per month unless good cause is shown.
- D. Inspection and copying of records will be limited to those records that exist at the time of the request. No request for future documents will be accepted.
- E. The Association will not create or generate a document or a report that it would not otherwise create or generate unless it is required to do so by law or by its Governing Documents.
- F. The Association will not conduct a topical record search (e.g. a request for all minutes where a particular item was discussed).
- G. The Association will make the records available for inspection or copying at the Association's office, electronically via the Internet, or in electronic format on a computer screen and printed upon request. No Member shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
- H. The time frame, as required by law, for the Association to make the records available for inspection or copying may be extended by agreement of the Member or by a reasonable additional time in the event records are so voluminous or otherwise in such condition as to render the otherwise required time frame unreasonable. The Association shall notify the Member that the records are available and the time, date and place for such inspection or copying. Inspection and copying of records shall be done only during normal business hours. For the purposes herein, the term "business day" shall mean Monday through Friday, exclusive of federal, state and local holidays on which the office of the Association is closed. For purposes herein, "normal business hours" shall be the hours that the Association office is customarily open, or the hours at the location where the records are inspected is customarily open, or if there are no customary hours, then 9:00 a.m. to 12:00 noon, and 1:00 p.m. to 5:00 p.m. of each business day.

17.02 FEES – As allowed by the Florida Homeowner's Association Act, the Association may impose fees to cover the costs of providing copies of the official records, including the costs of copying and the costs required for personnel to retrieve and copy the records.

17.03 MANNER OF INSPECTION –

- A. No written request for inspection or copying shall be made in order to harass any Owner, resident or Association agent, officer, director or employee.

including the costs of copying and the costs required for personnel to retrieve and copy the records.

17.03 MANNER OF INSPECTION –

- A. No written request for inspection or copying shall be made in order to harass any Owner, resident or Association agent, officer, director or employee.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a business-like manner and shall not interfere with the operation of the Association office or the office where the records are otherwise inspected or copied.

17.04 EXCEPTIONS TO RECORDS – Records which are restricted by law, including but not necessarily limited to, Chapter 720.303, Florida Statutes, from inspection and copying shall not be made available for inspection or copying.

[The remaining space below has been intentionally left blank. This document continues on the following pages with Exhibits A, B, and C, and the page for execution of the document.]

Exhibit "A"

**FOXWOOD COMMUNITY ASSOCIATION, INC.
NOTICE OF VARIANCE HEARING**

PLEASE TAKE NOTICE, that on _____, the _____ day of _____, 20____, at the hour of _____ a.m. / p.m., or as soon thereafter as the matter can be heard, the Board of Directors of the Foxwood Community Association, Inc. will hold a hearing on the request submitted by the applicant listed below. This request is for a variance from the terms of Foxwood's Governing Documents as described on the attached form. The subject hearing will be held at _____ {hearing location}. You are invited to attend and participate in the hearing. If you have any questions concerning this matter, please contact the Association's Management Company at: {enter Management Company contact information}

Applicant Name:

Applicant Address:

Association Manager

Exhibit "B"

VARIANCE CONDITIONS

WHEREAS, the undersigned person or persons ("Owners") own that certain parcel of real property ("Property") identified as follows, which Property is located in the Foxwood Community:

{Enter property legal description, street address and parcel identification number}

WHEREAS, the Owners wish to construct an improvement in an easement that is located on the Property, which construction can only occur if the board of Directors of the Foxwood Community Association, Inc. ("Association") approves a variance to permit the same, and

WHEREAS, on _____, 20____, the Association approved the variance which is described on the attached Exhibit A, and

WHEREAS, as a condition of the granting of such variance, it was required that the Owners agree to the following,

NOW THEREFORE, in consideration of the granting of such variance, the Owners hereby understand and agree as follows:

1. It is understood that, in addition to the approval granted by the Association, all construction in the easement area is subject to governmental restrictions and approvals, including, but not limited to zoning approvals and building permits.
2. It is agreed that if it is ever determined by a court of competent jurisdiction that the variance violates any provisions contained in the Association's Governing Documents that apply to the Property, the Owners shall remove the improvement at the Owners' sole expense.
3. The Owners shall hold the Association harmless from and indemnify the Association against any loss, injury or damage which might occur to the Owners and any third party as a result of the granting of the variance.
4. It is understood that the Association has not contacted any other holder of easement rights in and to the subject easement area nor will it do so and it is further understood that the Association is not the final legal authority as to whether the anticipated

Exhibit "B"

construction in the easement area will interfere with the use of the easement by other permitted users thereof. Therefore, the Owners shall hold the Association harmless from and indemnify the Association against any loss, injury or damage which might occur to any such other easement users as a result of the granting of the variance.

By granting this approval, the Association in no way approves the abandonment or vacation of the subject easement or any portion thereof.

IN WITNESS WHEREOF, the undersigned owners have caused this instrument to be executed this _____ day of _____, 20____.

WITNESSES:

Owner:

Print Name:

Print Name

Print Name:

Address:

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, and _____ who is/are personally known to me or who has produced _____ (type of identification) as identification.

Notary Public

Print name: _____

Commission No.: _____

My Commission Expires: _____

Exhibit "C"

Approved Replacement Trees

Loquat (<i>Eriobotrya Japonica</i>)	Pine (<i>Pinus</i> species)
Live oak (<i>Quercus virginiana</i>)	Laurel oak (<i>Quercus laurifolia</i>)
Water oak (<i>Quercus nigra</i>)	Red maple (<i>Acer rubrum</i>)
Sweet gum (<i>Liquidambar styraciflua</i>)	Sycamore (<i>Platanus occidentalis</i>)
Tulip tree (<i>Liriodendron tulipifera</i>)	Golden rain tree (<i>Koelreuteria formosana</i>)
Sweet viburnum (<i>Viburnum odoratissimum</i>)	Cypress (<i>Taxodium</i> species)
Slash pine (<i>Pinus ellioti</i>)	Southern magnolia (<i>Magnolia grandiflora</i>)
American holly (<i>Ilex opaca</i>)	Dahoon holly (<i>Ilex cassine</i>)
Cherry laurel (<i>Prunus caroliniana</i>)	Southern red cedar (<i>Juniperus silicicola</i>)
Crepe myrtle (<i>Lagerstroemia indica</i>)	Black cherry (<i>Prunus serotina</i>)
Glossy privet (<i>Ligustrum lucidum</i>)	Flowering dogwood (<i>Cornus florida</i>)
Redbud (<i>Cercis canadensis</i>)	Chickasaw plum (<i>Prunus angustifolia</i>)
Jerusalem thorn (<i>Parkinsonia aculeata</i>)	Swamp tupelo (<i>Nyssa sylvatica biflora</i>)
Coast pignut hickory (<i>Carya glabra milogarpa</i>)	Pecan (<i>Carya illinoensis</i>)
Weeping willow (<i>Salix</i> app.)	Fringe tree (<i>Chionanthus virginica</i>)
Oak (<i>Quercus</i> species)	Loblolly bay (<i>Gordonia lasianthus</i>)

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The foregoing Codified Rules and the included Exhibits A, B, and C, were adopted by the Board of Directors for the Foxwood Community Association, Inc. at a duly noticed meeting of the Board of Directors held on November 5, 2019.

Herbert Weissman
Herbert Weissman, as Association President

State of Florida
County of Seminole

The foregoing instrument, being the Codified Rules of the Foxwood Community Association, Inc. adopted by the Board of Directors for the Foxwood Community Association, Inc. on November 5, 2019, was acknowledged before me this 5th day of December, 2019, by Herbert Weissman, as the President for the Foxwood Community Association, Inc.

[Signature]
Print, Type or Stamp Name of Notary
CHERYL MILES

Personally known ✓
OR Produced Identification _____
Type of Identification Produced _____

