

WESTMINSTER COMMUNITY ASSOCIATION, INC.
RULES AND REGULATIONS

I understand **WESTMINSTER COMMUNITY ASSOCIATION, INC.** is a deed restricted community governed by Covenants, Restrictions and Rules & Regulations which may change from time to time. Residents must abide by these Rules/Regs whether an owner, tenant, or guest and deemed received at deed conveyance. Owners are responsible for the actions of visitor or guests, including conduct entering and exiting gate, common areas including all site amenities and pool/pool enclosure.

PROHIBITED NUISANCE CONDUCT Any person(s) who exhibit combative or profane behavior toward any person in the common area shall be asked to leave the area. Behavior including loud, profane, and combative behaviors, threatening language, shouting or any other behavior(s) which may provoke a disturbance, which may include physical violence or any other untowardly conduct prohibited by law. The person(s) may be reported to law enforcement when appropriate and/or issued a violation with a referral to compliance. There may be a referral to the Board with remediation to include fines, suspension of amenities, for leased parcels may include a non-renewal of lease. This rule shall apply to conduct at Board and Committee meetings, event(s) sponsored by the Association or business conducted at the Westminster Office and the Gate or onsite Amenities. All residents and visitors congregating in the common areas become subject to **Nuisance Conduct Rules**. (Article 5, Section 5.19)

I understand commercial vehicles shall not be parked in driveways or streets except for construction or service vehicles temporarily present on business. The term "Commercial" as restricted under this subsection, is defined as all vehicles of every kind whatsoever which, from the viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment OR otherwise indicates commercial use. Passenger automobiles, vans, and light trucks with single rear wheels of no more than (1) one ton designation, in presentable condition, and which will fit within the Living Unit's enclosed garage, shall be permitted. The term "van and light pick-up trucks is defined to mean vehicles with no more than (1) one ton, rear single wheels or less rated weight carrying capacity. (Article 5, Section 5.13, A-G) I understand street parking is not allowed; enforced overnight from midnight to 6AM. Vehicles restricted from parking on lawns or across sidewalks. No ATV's, dirt bikes or motorized scooters allowed on the roadways. Reckless driving within the community may be referred to Compliance or the Sheriff's office.

I understand as an owner of a lot, my parcel is subject to "Design Review Guidelines" which set Community Standards which require home walls, roofs, garage doors or driveways to be kept free of mold and mildew. Doors, entryways, and screened areas must be kept clean, tidy, and free of refuse which includes inside plant beds. Painting home or driveway, exterior lighting, shutters, gutters, and windows must be approved by Architectural review. Mailboxes are mandatory and shall be in the style originally designated, repairs or replacement must be like original. No spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any lot which in any way will allow light to shine directly on any other lot. The same applies for parcels being rented. (Article 5, Design Review Guidelines)

I understand landscaping on an owner's lot require Architectural review. Removing trees, palms or shrubs are prohibited subject to approval under Architectural review, prior to removal or replacement, unless replaced with same. Trees and branches must be maintained with a clearance of seven (7) feet over sidewalks and fourteen (14) feet over streets. Owners are required to maintain landscaped areas by scheduled pruning and irrigating within the Associations Posted schedule. No bird feeders, invasive plants/trees allowed. Mulched areas must meet the standard set forth in the Design Standards. Landscaping encroaching over neighboring lots may be trim to the lot line; the Association doesn't enforce landscape plants, bushes and trees encroaching on neighboring lots. Vacant lots must be maintained weekly in the wet season and bi-weekly in the dry season. Should a vacant lot require maintenance the Association will cut the lot with expenses incurred to be added to the owner ledger as accrued. (Article 5, Section 5.14)

I understand drying clothing or towels not permitted on the outside of any parcel, no storing of gas cans, garbage cans, lawn refuse or other items, including lawnmowers, ladders, or tools in landscape beds on the exterior of parcel. Toys, play structures or garden swings must be taken down immediately following use the same day. (Article 5)

WESTMINSTER COMMUNITY ASSOCIATION, INC.
RULES AND REGULATIONS
(PAGE 2)

I understand garbage/trash/bulk items must be kept in enclosed garage when outside of garbage collection, which includes lawn refuse. **Trash containers may be placed on the curb only on the night before or day of trash or garbage pickup service is scheduled. Containers must be promptly removed from the curb the following day or be subject to violations, including fines.** (Article 5)

Waterfront lots are to be maintained to the high-water mark, which may change by virtue of changes in water levels, no boats, or structures are to be erected in lake easements, which includes planting landscaping. Lots abutting a preserve owned by the Golf Course are responsible for communicating to the Golf Course directly requests for remediation. (Article 5)

I understand subleasing is not allowed and **occupants of a parcel cannot move in a parcel unless approval is obtained from the Association.** Should the occupancy of a parcel change, a background screening for individuals over the age of 18 require a full application and fee paid prior to moving in. Leases must be no less than 30 days. Owners that employ Agents as Property Managers with a history of bringing troublesome leases, allowing individuals to move into a parcel without Association approval or not submitting renewals in a timely fashion may result in longer approval times. Should the Association determine an Agent or Property Manager to have said history the Association can refuse to interact with the agent, requiring the owner to act as their own agent. (Article 5)

I understand there is a 2-pet maximum. Pets are not to be left outside unattended, unleashed, tethered in yards, on vehicles, in garages, porches, or lanais. Dogs deemed a nuisance if vicious, unleashed, or the owner has a history of uncollected excrement. If the opinion of the Association is that any pet becomes an unreasonable annoyance to others, or the owner fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the community. Keeping a dog is a privilege not a right. Service animals are not considered pets. Pets of any kind are not allowed inside the community pool enclosure, tennis/pickleball court or basketball/playground and pavilion. (Article 5)

I understand that the Community Center parking lot is for residents visiting the Community Center and site amenities. Temporary parking is available by request. Bikes, Scooters must be stored in bike racks not blocking pedestrian gates or parked inside pool enclosure, golf carts must be parked in designated areas. Office parking is reserved to those visiting the office, unless outside of office hours.

I understand that the pool is a common area for everyone to enjoy and restricts smoking, glass bottles or grills directly inside the pool enclosure except for the Association owned grill for use by the membership. No horseplay or glass bottles allowed inside the pool enclosure. Residents are required to take any trash accumulated during your visit home with you.

I understand lake(s) within the community prohibits swimming, tubing, boating, or wading. I further understand alligators are in lake(s) and may be present on lake banks, which is a violation of federal law to feed them. The Association doesn't trap or remove nuisance alligators at or around owner lots and feeding of all wildlife is prohibited. (Article 5)

I understand homes are for residential use only. No business shall be conducted on from a living unit, or location of the unit publicly advertised as the location of any business or conduct commercial activity. Aspects of running a business can be conducted in a home but can't generate traffic or noise and/or have an outward appearance or be visible from the exterior of the home in any capacity. (Article 5, Section 5.17)

I understand the access barcode system provides automatic gate access and is a privilege not a right. I understand barcodes are not transferable from vehicle to vehicle. A vehicle registration must be on file with the office, with required forms and a fee paid for a new barcode when adding a new vehicle to a parcel. Parcels may be subject to a violation and/or/fines and suspension from the barcode system for a period, which may include all vehicles assigned to a parcel being suspended from the barcode system, which will limit egress and regress in the community to guard access. (Article 4, Section 4.2)

I understand that the Association doesn't provide security. Guards manning post at the entry gate do not constitute "security". ALL PERSON'S USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE REPOSNSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY. (Article 13)

AFFIDAVIT OF ADOPTION OF RULES AND REGULATIONS

I, the undersigned, as Secretary of **WESTMINSTER COMMUNITY ASSOCIATION, INC.**, whose name appears at the bottom of this Affidavit, do hereby swear, and affirm that a quorum of the Board met in a duly called meeting with 14-day notice was held on **March 21st, 2023**. **A motion was made, then seconded with an affirmative vote of the Board of Directors the Rules and Regulations were adopted with the meeting being held at the Westminster Community Center, located at 2001 Oxford Ridge Circle, Lehigh Acres, FL 33973**, was mailed or hand delivered in accordance with Chapter 720 of the Florida Statutes, and the Bylaws of the Association. The Notice was mailed, or hand delivered to each unit owner at the address last furnished to the Association, as such address appears on the books of the Association and or to the address found in the Public Records of Lee County, Florida.

Acknowledged this _____ day of _____, 2023.

WESTMINSTER COMMUNITY ASSOCIATION, INC.

By: _____
Secretary – FRIEDA SARUBBI

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization this _____ day of _____, 2023, by _____, as Secretary of **WESTMINSTER COMMUNITY ASSOCIATION, INC.**, a Florida corporation, on behalf of the corporation, who (check one) is personally known to me, or produced the following identification: _____

(Notary Seal/Stamp) Notary Public - State of Florida

Sign: _____
Print: _____

My Commission Expires: _____