



Fern Meadows Homeowners Association, Inc  
P.O. Box 237915, Cocoa, Florida 32923

**FERN MEADOWS HOMEOWNERS ASSOCIATION  
RULES AND REGULATIONS  
EFFECTIVE JULY 16, 2024**

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

\*Federal, state and local laws take precedence over HOA rules, and HOA rules shall not contradict or violate these laws.

**WHEREAS**, Fern Meadows Homeowners Association, Inc. (the “**Association**”) is a Florida not-for-profit corporation duly organized under the laws of the State of Florida;

**WHEREAS**, the Board of Directors (the “**Board**”) operates and administers the Association in accordance with the Declaration of Covenants, Conditions and Restrictions, as amended (the “**Declaration**”) recorded in the Official Records of Brevard County, and in accordance with the Articles of Incorporation and the Bylaws (collectively referred to as the “**Governing Documents**”). Unless specifically defined herein, the capitalized terms used in the Rules and Regulations shall have the same meaning as defined in the Governing Documents; and

**WHEREAS**, the Board deems it necessary to establish the Rules and Regulations (“**Rules and Regulations**”) that are in addition to the Governing Documents, and enacts the following set of Rules and Regulations, except as otherwise provided for in Florida Statute §720.

**NOW THEREFORE**, the Board hereby establishes the following Rules and Regulations for the Association and its residents and violations of these Rules and Regulations are subject to enforcement regulations under the Governing Documents:

**1. FENCES**

- 1.1 All fences must comply with all applicable sections of the Governing Documents of the Association.
- 1.2 The finished side of the fence must face the neighboring properties.

- 1.3 All fences shall be maintained by the Lot Owner and shall be kept in good order and repair.
- 1.4 All fences must be kept mold, mildew and otherwise growth free.
- 1.5 Perimeter fences of the development are required to be maintained by the Lot Owner, and if replaced, must comply with all applicable sections of the Governing Documents and the Rules and Regulations.

## **2. LAWN & LANDSCAPING CARE**

- 2.1 All lawn areas shall be kept mowed and shall not be permitted to grow beyond a height of six (6) inches.
- 2.2 All lawn areas shall be edged and shall not be permitted to protrude onto any paved surface.
- 2.3 Trees must be pruned and trimmed so they are at least eight (8) feet above any sidewalk.
- 2.4 Trees must be pruned and trimmed to prevent damage to buildings, roofs, fences, walls, pool enclosures.
- 2.5 Dead or broken tree limbs and palm fronds must be removed.
- 2.6 Lawn clippings or yard waste must NOT be swept or blown onto sidewalks, streets, storm drains, drainage easements, or retention ponds.
- 2.7 Dead shrubs, hedges, and plantings must be removed and replaced with similar plantings per the Governing Documents.
- 2.8 All Lots will be inspected for anthills routinely and extermination will be required as needed.

## **3. STUCCO, GARAGE DOOR, FRONT ENTRY DOOR, SCREEN ENCLOSURE MAINTENANCE**

- 3.1 All dwelling stucco cracks larger than one-half ( $\frac{1}{2}$ ) inch wide and twelve (12) inches in length must be repaired and painted to match the current color of the dwelling stucco.
- 3.2 Garage doors must be replaced or repaired if there is a dent larger than six (6) inches in diameter or any malfunction which prevents proper closure of the garage door.
- 3.3 All dwelling stucco must be kept mold, mildew, and otherwise growth free and cleaned of excessive dirt.

- 3.4 All screen enclosures (pool, front, patio) must be kept in good order and repair. Any screen damage with more than a four (4) inch by four (4) inch tear requires replacement of the entire screen panel.

#### **4. SIDEWALKS, DRIVEWAYS, CURBS**

- 4.1 All cracks in driveways and pathways (walkways) leading to dwelling (entry doors), larger than one-half (½) inch wide and twelve (12) inches in length must be repaired.
- 4.2 All sidewalks, driveways, pathways (walkways) and curb areas must be kept mold, mildew, other growth free and cleaned of excessive dirt.
- 4.3 Weeds must be removed from cracks in sidewalks, driveways, pathways (walkways), and curb areas.
- 4.4 Lawn clippings and waste must be removed from driveways, sidewalks, and curb areas upon completion of lawn work.

#### **5. ROOFING AND GUTTERS**

- 5.1 Any loose or missing shingles must be repaired within a reasonable time of notice, but may not exceed more than 90 days without written consent from the BOD.
- 5.2 Any loose or damaged gutter material, to include downspouts, must be removed or repaired within a reasonable time of notice, but may not exceed more than 90 days without written consent from the BOD.
- 5.3 All roofing material, to include rain gutters (if installed), must be kept mold, mildew and other growth free.

#### **6. PARKING**

- 6.1 There shall be no parking on sidewalks.
- 6.2 There shall be no parking on any grass area, to include any Lot, easement, or community area within the development.
- 6.3 There shall be no parking between the traffic islands on Cressa Circle.
- 6.4 There shall be no parking in the utility maintenance concrete slab located at the front of the development.
- 6.5 Notwithstanding the provisions of Article III, Section 14. Parking, of the Declaration, Covenants, Conditions and Restrictions; boats, motor homes, watercraft, campers, travel trailers and similar recreational vehicles may be temporarily parked for the purpose of **loading and unloading not to exceed a 48 hour consecutive time period.** Parking of

boats, motor homes, watercraft, campers, travel trailers and similar recreational vehicles shall not obstruct the flow of traffic or block driveways or sidewalks at any time.

## **7. WASTE RECEPTACLES-TRASH**

- 7.1 Waste receptacles, when stored outside, will be placed on either side of the house when not in use. Waste receptacles are not to be stored in front of the house at any time.
- 7.2 Waste receptacles are to be placed on the curb or end of driveway no sooner than 24 hours in advance of the scheduled day of pickup.
- 7.3 Waste receptacles must be removed from the curb or end of driveway no later than 24 hours after the scheduled day of pickup.
- 7.4 Waste receptacles must be placed a minimum distance of five (5) feet (side of receptacle) from mailboxes and maximum of six (6) inches (back wheels) from the curb or end of driveway.
- 7.5 Waste receptacles are to be kept in good repair at all times.
- 7.6 Oversized or bulk trash pickup items may not be placed curbside for more than one (1) week.
- 7.7 During winds, greater than 50 knots (60 mph), all waste receptacles will be stored in garages or behind fence enclosures.
- 7.8 During winds, greater than 50 knots (60 mph), no over-sized trash pickup items are allowed curbside.

## **8. EXTERIOR DOORS AND WINDOWS**

- 8.1 All Hurricane "Storm Shutters", to include, but not limited to, clear Lucite, metal panels and wood, must be removed within fifteen (15) days after the threat of storm.

## **9. HOLIDAY DECORATIONS**

- 9.1 Holiday decorations must be taken down no later than thirty (30) days after the holiday has passed.

## **10. ARCHITECTURAL REVIEWS AND PAYMENTS**

- 10.1 Any Architectural Review application submitted to the Architectural Review Committee ("ARC") shall pay an administrative fee in the amount of \$10.00 made payable to the Association for the review and/or processing of plans, specifications, and inspection of the proposed improvements. Said fee shall be paid to the

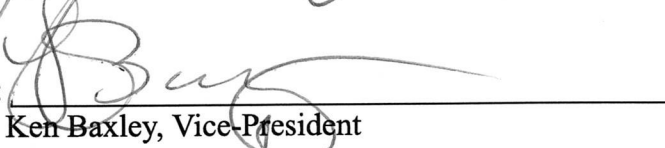
Fern Meadows Homeowners Association Rules and Regulations

Association at the time of submission of the application for addition, change or alteration. No review or approvals will be given until the \$10.00 administration fee is received and paid in full.

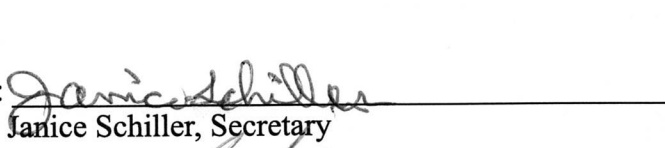
10.2 In the event any improvements are made and/or completed prior to or without submitting an Architectural Review application to the ARC, the homeowner will be required to pay an administrative fee in the amount of \$45.00 made payable to the Association for the review and/or processing of plans, specifications, and inspection of the improvements. In addition to the foregoing, the homeowner will be responsible for paying the violation fine pursuant to Section 2(e) of the Governing Documents. Until the administrative fee and/or violation fine fee has been paid to the Association, no ARC approval will be given. The homeowner will also be responsible for performing any corrective action if the ARC review is not approved.

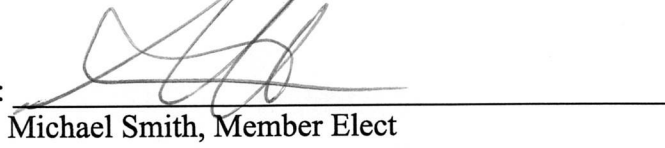
We, the undersigned members of the Board of Directors of the Fern Meadows Homeowners Association hereby certify these Rules and Regulations of the Association were adopted by resolution of the Board of Directors of the Association effective this \_\_\_\_ day of \_\_\_\_\_, 2024 as evidenced by the signatures below:

By:   
Its: Lisa Croft, President

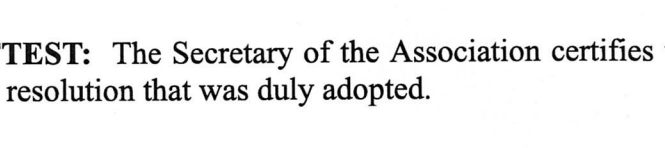
By:   
Its: Ken Baxley, Vice-President

By:   
Its: Craig Curtis, Treasurer

By:   
Its: Janice Schiller, Secretary

By:   
Its: Michael Smith, Member Elect

**ATTEST:** The Secretary of the Association certifies that the above is a true and correct copy of the resolution that was duly adopted.

By:   
Name: Janice Schiller, Secretary  
Date: