

# WEXFORD ON THE GREEN HOMEOWNERS ASSOCIATION, INC.

## RESIDENT'S HANDBOOK

**Wexford on the Green is an independent community developed by PULTE HOME CORPORATION in April 1996.** It is a deeded community of 123 residences and is part of THE PLANTATION community in Sarasota County, Venice, Florida and therefore **must adhere to certain rules and regulations based on a Declaration of Covenants and Articles of Incorporation.** In addition, **a set of Bylaws** have been established and occasionally amended by the Wexford Board of Directors.

**This Residents Handbook outlines** and covers many of the basic rules and regulations as set forth by the official documents. All homeowners will benefit from an aesthetically attractive community and, in turn, Wexford on the Green will be a highly sought after and desirable community where the value of the homes is maintained or increased.

This document provides important information for all homeowners about life in Wexford on the Green as well as a summary of the protective covenants. Please take time to **read through your set of three Governing Documents** which should have been provided by your real estate agent and **are online on our Wexford website** maintained by our Management Company.

The Governing Documents contain the full text of what you can expect from your Association, and what your responsibilities are as well and include:

1. The Declaration of Covenants
2. Articles of Incorporation
3. Wexford Bylaws

The affairs of the Wexford on the Green Homeowners Association (HOA) are conducted by an elected **Board of Directors which consist of five (5) members of the HOA.**

**Your Wexford on the Green HOA assumes responsibility for the following:**  
**Maintenance of all common areas including streets, roads, sidewalks, street lamps, mail boxes, entryway, gates, recreation areas, swimming pool, privacy walls and required green space.**

**The HOA is not responsible for, but contracts for and provides** regular lawn maintenance, mowing, trimming and irrigation and has also contracted on behalf of the homeowners for cable television and Internet services for all homes.

**Sarasota County provides trash, yard waste and recycling pick up** on a once weekly basis, currently on Fridays. Homeowners are responsible for having and maintaining a trash receptacle. The recycling container is provided by Sarasota County Waste Management.

**All Wexford on the Green homeowners are also Members of the Master Association called Plantation Management Association (PMA)** and pay an annual fee determined by PMA. Wexford Management has no connection to this fee and receives no part of the fee which goes directly to PMA.

### **MANAGEMENT COMPANY:**

Wexford on the Green has contracted with a management company to manage our community. Currently in 2023, it's Sunstate Management of Venice located at 228 Ponce De Leon Avenue, Venice, 34285, They can be reached at 941-870-4996.

### **The management company is responsible to:**

1. Collect Quarterly HOA Payments & Assessments due by homeowners to the Association.
2. Maintain bank accounts as directed by the Association.
3. Provide financial statements of funds owned by the Association.
4. Prepare and distribute checks to pay invoices on behalf of the Association.
5. Assist the Association with annual Budget preparation.
6. Assist the Association in preparing filings of forms and reports as required by law.
7. Secure proposals for sub-contractors and obtain insurance for the Association.
8. Secure compliance by homeowners to Association bylaws and regulations.
9. Assist Association with communications and meetings with homeowners.
10. Attend Association meetings and provide appropriate reports on activities.
11. Inspect the community property regularly according to Board specifications.
12. Make sure that common property is maintained according to standards set by the Board and the Association bylaws.
13. Employ and manage personnel to maintain and repair community property.
14. Supervise all contractual services provided for the Association.

## **ASSOCIATION MEETINGS:**

The Wexford on the Green Board of Directors have monthly meetings which are open to all residents. These meetings are held each month by Zoom to enable all residents access. Meeting notices are sent out by e-mail and are posted on the Bulletin Board at the community pool at least forty-eight (48) hours prior to the meeting.

**All homeowners are encouraged to attend the Monthly Meetings.** In addition, there is one Annual General Meeting for Members held in January, at which time some new Directors are elected to serve a two-year term and the Annual Budget is presented.

## **QUARTERLY HOA PAYMENTS:**

All homeowners are required to pay a **quarterly assessment fee for maintenance** of common areas as well as the discounted group rate negotiated for cable television and Internet services. This quarterly assessment is a uniform rate agreed upon by the Board of Directors based on an Annual Budget that covers all necessary expenses and cannot be increased by more than 5% annually without “a vote by 2/3 of Members who are voting in person or by proxy at a meeting duly called for that purpose.”

HOA quarterly maintenance **assessments are due on the first day of each quarter** (January 1st, April 1st, July 1st, and October 1st). Any assessment that is not received within fifteen (15) days after the due date will incur a \$25.00 late fee and interest at the rate of 6% per annum. Any assessment not received within thirty (30) days after the due date may be turned over to the Association’s attorney for collection. Excessively late payments and multiple non-payments will result in the Board of Directors voting to authorize the Association Attorney to pursue placement of a lien on the homeowner's property.

## **WEB SITE INFORMATION:**

Wexford on the Green has a website with detailed information about our HOA as well as meeting notices and minutes of previous meetings for access by all homeowners. The site is at <https://www.MyWexfordOnTheGreen.com>.

To open our **Owners Page**, you will have to enter a password: **WEXford-34293**

The site contains a wealth of information, including, but not limited to:

- ~ Complete set of the Association’s Governing Documents
- ~ Meeting Agendas
- ~ Meeting Minutes
- ~ Financial Statements
- ~ Annual Budgets
- ~ Architectural Review Form (ARC Request) to make changes to home or property

## **SERVICE REQUESTS:**

Should you have a service request for the Association, you may notify the Management Company by telephone, e-mail. You will be automatically notified by e-mail regarding progress in the service of your request.

**Please do not communicate directly with any of the Association's contractors** or employees. They have been instructed to only accept direction through the proper channels. **Please do not contact the Board of Directors to request service.** Only the Management team has authority to instruct all contractors to perform any services on either your property or the community property. Your cooperation is appreciated.

## **ARCHITECTURAL CONTROL:**

**No addition, alteration, or improvement that is visible on the exterior of the home or lot shall be made without prior written approval of the Association.**

The Association respects that a homeowner may want to improve and/or protect their own property and approves ARC requests as long as they are within the parameters of the governance and governing bylaws.

The applications (ARC Request form) are available on the Wexford on the Green website at <https://www.MyWexfordOnTheGreen.com>.

There have been times when a homeowner has commenced with improvements to their properties without first obtaining the required approval of the Association; for instance, painting the exterior of the home a color other than an approved color, installing new landscaping, putting up hurricane shutters or planting on the common areas. This is against the bylaws of the community and an order to reverse and revise the work may be issued which could require the homeowner to do more work at their own expense.

If you are contemplating any improvement which will affect the exterior appearance of the property, **please complete and submit the required ARC Request form.** House Color Palette and Roof Tile colors are available on the Wexford website.

Wexford on the Green's Governing Documents state, in part: "...no building, fence, wall, mailbox, newspaper box, or other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to change, alteration or repair (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an architectural committee composed of three (3) or more representatives appointed by the Board of Directors. . . "(Declaration Article VIII).

**Flag pole** for display of American flag must be approved by the Board. Game structures such as basketball hoops can be located at the back of the house. Tree houses or platforms are strictly prohibited. Outside drying or hanging of laundry is expressly prohibited unless completely concealed from view by a privacy wall or shrubs.

The Board of Directors has a fiduciary responsibility to all the owners, by Florida statute, to uphold the protective covenants of the community - in an effort to maintain property values, while controlling costs, and promoting community harmony. . . Therefore, it is important that we have the cooperation of all the owners in carrying out their duties. It should also be noted **that if an alteration is done without prior approval, the Board of Directors may require that the alteration be removed or restored to original condition.**

### **GATE ACCESS:**

The community's gates are closed at all times. For access **you get one free remote** from the Management company. You may purchase **additional gate remotes at a cost of \$25 each**. The remotes will open the Residents' Gate (gate on the right) and provide access for **one vehicle at a time**. If a second vehicle of any kind tries to follow the first vehicle the gate will not recognize this and close on them causing damage to both the vehicle and the gate. The vehicle owner will be responsible for all damages include those made to the gate.

**The Gate Access Box for guests** is on the left side of the entrance area and will automatically be connected to either your land line telephone or cell phone, whichever you have provided to the Management. Your guests, service providers or delivery persons that need access will enter **the three-digit number corresponding to your home address**. Guests will also be able to scroll down a list of residents to find and dial the three number code that corresponds to your home address.

Once the three-digit code is entered by the guest, it will ring your telephone (either your land line or cell phone). When you answer the phone, you can talk with the person at the gate. If you want to provide that person access after answering the telephone, all you do is **press the number 6 on your phone and hang up** and the guest gate will open. If you use your cell phone for this connection this access can be done from anywhere you are.

**Please remember that both the entry gates and the exit gate close after each car. Please do not try and follow another car through an open gate.**

## **MAINTENANCE BY THE ASSOCIATION:**

**The Association is responsible to maintain the common areas**, entryway gates, mail boxes, as well as maintain and mow the lots of individual homeowners. Trimming shrubs and trees and providing irrigation for lawns is authorized and currently provided by the Association, but not required.

The Association also has the option to arrange for additional contractual services to preserve and protect the lots of all homeowners, and to include the cost of these services in the owner's quarterly maintenance assessments. In the Board's best judgment, certain additional services have been contracted for, including lawn and shrub fertilization, herbicide applications, pesticide application to shrubs, pruning, and edging of landscape beds, as well as "hard" edging.

**Homeowners remain responsible for all other maintenance** of their lots and homes, including replacement of any landscaping or lawn areas that die, and pruning of palms or hardwood trees. Please refer to Article V, Section 3 of the Declaration of Covenants for details of the Authorized Services.

## **SECURITY & MONITORING OF THE PROPERTY:**

Plantation Management Association (PMA) which oversees all the communities within the Plantation complex, has created a community watch program using volunteers to help keep our communities safe. **If there is an emergency, please call 911 or the Sheriff's office at 941-316-1201.**

Regular property inspections are conducted at the Board's direction by the Management company. These inspections are done for the purpose of monitoring maintenance and upkeep of the community in order to protect values, the health, safety, and well-being of all residents. If there is a maintenance issue that is required to be addressed by the homeowner, the Management firm will send a letter to the homeowners involved explaining what needs to be done and providing a deadline for compliance.

## **COMMUNITY POOL:**

The Wexford Community Pool is for owners and their guests and is accessible through a locked gate. Gate keys are available at the Management office and cost \$5.00 each. Pool Rules are as posted in the pool area and include the following:

1. The pool is for use by Wexford on the Green owners and their guests only.
2. Pool hours are dawn to dusk.
3. No food, drink, or glass objects are permitted in the pool area.
4. Children under the age 16 must be accompanied by an adult at all times.
5. No running, jumping, horse playing, or throwing objects are allowed.
6. No diapers are allowed in the pool and **children that are not toilet trained are not allowed in the pool.**

## **WASTE MANAGEMENT:**

**Trash and garbage pick-up services are provided by Sarasota County once each week.** The pick-up day for regular household waste, recyclables, and yard waste is Friday. Trash and recycling need to be put out by the curb on Thursday evenings after 4 p.m. Yard waste should be bundled and tied up and also placed by the curb.

All trash, garbage or other waste must be kept in **closed containers and placed out of sight** in fenced, walled-in or landscaped areas so they are not visible from any adjoining lot or street during the week and can only be placed curbside on Thursday evening before the scheduled pick-up day. If pick-up day is changed for any reason, all trash must be kept out of sight until the night before the rescheduled day for pick-up.

**Yard waste** may be placed curbside for pick up, but **must be properly bundled and tied or bagged**. Please contact Sarasota County Waste Management for any further information at 941-493-4100.

## **CABLE TV & INTERNET SERVICE:**

**Cable TV and Internet service is not mandated** by our governance or bylaws and can be discontinued or changed at any time. Service is provided to all residents at a discounted bulk rate for the entire HOA. This is then included in the Quarterly Assessment Fees that all homeowners must pay. **Those fees cover all expenses incurred by the HOA for maintenance and provision of all services.**

Individual homeowners may contact whichever service provider we are currently using or another service provider of their choice to install a different choice of provider or product. **Choosing a different provider** than the one that Wexford has contracted with **does not alleviate the homeowner from paying their share** of the contracted bulk rate the HOA is obligated to pay which is incorporated as part of the quarterly fees.

If an individual wishes or arrange for additional services such as telephone, or upgraded services or packages, any additional costs above and beyond the agreed-upon bulk rate that Wexford has contracted must be paid for separately by the individual homeowner.

## **MULCHING:**

The Association provides mulch twice a year in the common areas, and in conjunction with this, the Association encourages homeowners to mulch around their own properties as well. Mulch not only provides a nice curb appeal for your property, but the mulch also aids in weed control and in retaining moisture for your landscaped beds in drier months.

## **MAIL BOXES:**

Mail boxes are provided by the HOA and are maintained by the HOA. Changes to the mailboxes are strictly prohibited.

## **LANDSCAPE ENHANCEMENTS:**

In conjunction with mulching, any owner may also install additional landscaping on their own as wanted or hire a landscaper of their own choice to provide additional landscaping.

However, **if you are adding new ornamental beds or trees**, or are expanding upon existing beds, please be sure to complete and **submit the required ARC Request** form in order to obtain the Association's approval prior to any planting. This protective covenant is in place in order to protect homeowners from installing plants that may not be right for the area and to avoid any landscape installations that may result in maintenance problems. The Association appreciates your cooperation in this regard. The ARC Request form is available on the website.

## **ROOF CLEANING:**

Home roofs should be cleaned periodically. **Homeowners are personally responsible** for maintaining the clean condition of their own roof. When roofs take on a dark, grimy appearance, it is time to get it cleaned. The summer rainy season is conducive to black mold forming on roof tiles. If roofs are not cleaned in a timely manner, the mold becomes embedded and can cause permanent staining. There are many power washing services that will do this. Ask your neighbor for a recommendation.

Along with the roofs, please also consider having your contractor clean your driveway and/or sidewalk as needed. It is often more cost effective to have it all done at the same time and will give your home and the community a fresh appearance.

## **SIGNS:**

No signs are permitted except for a single sign of no more than one (1) square foot used to indicate the name of the homeowner resident. In addition, "For Sale" signs are allowed, but not exceeding four (4) square feet in surface area.



## **WINDOW TREATMENTS:**

No reflective foil, sheets, newspapers, or other similar materials are permitted on any window or glass door. **Hurricane Shutters** should be put up only before the hurricane season (June 1) and taken down after the end of the season (November 30). Shutters in the front of the house should only be put up just prior to the coming of a storm and taken down as soon as possible after the storm.

## **ANTENNAS:**

There are to be no outside antennas, antenna poles, antenna masts, or satellite television reception devices larger than three (3) feet in diameter. No electronic devices, antenna towers, or CB antennas are permitted.

## **CHILDREN'S PLAY STRUCTURES:**

All game and play structures, including basketball hoops and backboards, shall be located at the rear of the dwelling. Tree houses or platforms shall not be constructed on any part of the lot located forward of rear line of the dwelling.

## **SIDEWALKS:**

Sidewalk use is for pedestrians only. Vehicles of any type, especially bicycles, are strictly prohibited on the sidewalks at all times.

## **PARKING:**

Parking on the street is allowed, when necessary, but all residents are urged to refrain from parking on the street and use their garage or driveway. **Vehicles that are totally prohibited from parking in the community at any time include** trucks, commercial vehicles, mobile homes, motor homes, trailers, campers, boats, recreational vehicles, buses, as well as any vehicle without a current registration. Such vehicles may not be kept anywhere on the premises unless they are kept concealed within a garage. **Unauthorized vehicles will be subject to towing.**

## **PETS:**

Domestic pets (dogs, cats, birds, and fish) are permitted, subject to the following restrictions in accordance with Article IX, Section 12 of the Covenants. **No pet shall be allowed outside a lot except on a leash.** No pets shall be permitted to leave excretions on any portion of the property. Also, in accordance with Article IX, Section 18, which prohibits nuisances and grants the Board of Directors authority to determine what constitutes a nuisance, the Board has resolved that **no pet shall be permitted to eliminate waste on another owner's property unless the owner of the pet immediately picks up the waste.**

## **RENTALS:**

Under the Sarasota County Unified Development Code, Sarasota County maintains a general prohibition against leases of **less than thirty days**. It also states that the owner of the property for rent must occupy the property "during 50 percent of the lease term." The following is the direct wording of the official Sarasota code:

### **Sec. 124-131. - Rental of Dwelling Units**

**Dwelling units may be rented as a whole and for periods of greater than 30 days** provided that a dwelling unit **shall not be rented more than once every 30 days**.

Portions of a dwelling may be rented for periods of greater than 30 days provided that the **dwelling is physically occupied by the owner during more than 50 percent of the lease term** and the dwelling unit is not rented more than once every 30 days.

"Owner" shall include any individual owning an interest in the dwelling as an individual and any individual owning a majority of the interests or shares of a corporation, partnership, or other business entity.

The owner or managing agent of real property that is offered for rent or lease shall **maintain records, including the names and addresses of the lessees**, that are adequate to establish the period for which a unit is rented and the names of family members or unrelated individuals occupying the premises during each rental period. Such records shall be provided upon request to inspectors authorized by the County to enforce this UDC. Any attempt made to solicit, advertise, or commit the act of leasing a rental in a manner inconsistent with the provisions of this section shall constitute a violation.

Homeowners who have renters or guests stay while the homeowner is not on property **need to file a Guest/Tenant Registration form available on the website**. Owners are held responsible for the actions of their tenants. Please ensure that any tenants, guests, or other invitees to your homes are aware of, and comply with, the Association's protective covenants, rules, and regulations. **What renters do is the homeowner's responsibility** and could result in the homeowner paying to repair any common areas.

## **GARAGE SALE:**

Garage sales are prohibited with the exception of the Annual Community Garage & Yard Sale permitted once a year on a date chosen by the Board of Directors.

## **MOVING SALE:**

Homeowners that sell their house may conduct a Moving Sale, but are restricted to hosting the **Moving Sale on weekdays only**, Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m. Moving Sales are completely **prohibited on weekends and holidays**. Any Moving Sale must be within the confines of the home, back lanai, and closed garage door. No signs advertising the sale are permitted to be placed anywhere on the Plantation or Wexford on the Green property.

## **KEEP US INFORMED WHEN YOU LEAVE TOWN:**

Many of our residents in Wexford on the Green leave during the period May through October. While you are gone, we do not want to lose communication with you. If you are leaving town for a week or more, it is important that you notify the Management Company of your change of address and phone number and **provide emergency contact information**.

If there is a problem or situation that affects your property, the Management Company will be able to notify you immediately. It is also **recommended that owners have a house sitter** or someone to watch over their home while they are gone. This person should check your home regularly to be sure that air conditioning is working and there are no water leaks.

## **SUMMARY OF PROTECTIVE COVENANTS, RULES AND REGULATIONS:**

Please refer to your set of Declaration of Covenants, Conditions and Restrictions of Wexford on the Green and the Bylaws of the Wexford on the Green Homeowners Association which together are the Governing Documents for our community. These documents are also on the website.