

LakePark at Town Park Homeowner's Association, Inc.

Association Landscaping Service Opt-Out Policy

Although the Association provides regular landscaping maintenance services to its residents, the Association permits owners to opt-out of receiving such services for their own respective reasoning. Owners who choose to opt-out of an Association-provided landscaping service(s) are responsible for maintaining their property's landscaping in compliance with the applicable parts of Section 12.3.

Failure to maintain landscaping according to these standards may result in a violation or the Association arranging for landscaping services, with costs billed to the homeowner. This policy aims to preserve the beauty and value of our community while respecting homeowners' choices regarding the maintenance of their personal property.

Completion of Accountability Waiver: Residents who wish to opt-out of an Association provided landscaping service are required to notify the Association in writing of their intention to suspend the provision of services on their property. A waiver must be completed by the homeowner omitting the Association of any responsibility for any damage(s) caused by themselves or any private contractor performing services on the resident's property. Completion of the waiver also requires that the homeowner agrees to maintain the property in accordance with the applicable parts of Section 12.3 of the LakePark Declaration, which has been provided on page(s) 2-3 of this document.

Residents who opt-out of Association provided landscaping services will NOT receive a credit or adjustment to their quarterly HOA dues (Section 19).

Installation of landscaping reflector: Homeowners who opt-out are required to display the following yard reflector color(s) on their property to indicate the type of Association provided landscape service they wish to have suspended:

Red – No Trimming or Cutting

Blue – No Mowing

White – No Spraying or Fertilization



12.3 Landscape Maintenance Standards. The following maintenance standards (the "Landscape Maintenance Standards") apply to landscaping maintained by Owners:

12.3.1 Trees. Trees are to be pruned as needed.

12.3.2 Shrubs. All shrubs are to be trimmed as needed.

12.3.3 Grass.

12.3.3.1 Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

12.3.3.2 Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

12.3.3.3 Dead Grass. Owners of Single Family Homes shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass within the yard of a Single Family Home.

12.3.4 Landscape Replacement. Each Owner shall be responsible to replace any dead, dying, diseased or removed landscaping added by the Owner, at such Owner's sole cost and expense.

12.3.5 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on at least a yearly basis.

12.3.6 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

12.3.7 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed as necessary and at appropriate times of the year and in accordance with any SFWMD permits.

12.3.8 Irrigation. Owners shall be responsible to irrigate grass and landscaping added by the Owner, as well as maintain the applicable sprinkler system, including sprinkler heads.

12.3.9 Weeding. All plant beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed; chemical treatment is permitted.

12.3.10 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

12.4 Enclosed Yard and/or Common Areas. Subject to the rights of Association, if an Owner has enclosed the yard of a Home, or any portion thereof, with ARC, Neighborhood ARC and DRC prior written approval, as applicable, and has blocked access to any portion of the yard of a Home or other Common Areas to be maintained by the Association, Community Association, or Neighborhood Association pursuant to this Declaration, the Community Declaration or the Neighborhood Declaration, then such Owner must maintain any portion of the yard and Common Areas that are no longer readily accessible to the Association, Community Association, or the Neighborhood Association. The foregoing shall not be deemed to permit the making of any such enclosure. By

acceptance of a deed to a Home, each Owner agrees to not unreasonably interfere with the Association's rights to enter the yard of a Home in order to perform the maintenance and other obligations and responsibilities of the Association set forth in this Declaration. Each Owner shall be responsible for maintaining any fencing within the yard of his/her/its Home other than a perimeter fence (if any).

12.5 Weeds and Refuse. No weeds, underbrush or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or remain upon any Home or the yard of any Home. Although Association has the responsibility to remove weeds growing in joints in driveways and walkways, Owners shall be responsible for such weeding in between the times that Association does such weeding.

12.6 Pest Control. Each Owner shall be responsible for extermination and other pest control for Homes including, but not limited to, termite inspections and termite treatments (if necessary). In the event an Owner of a Home obtains a termite inspection indicating that the entire Villa Building in which the Home is located must be treated, the Owners of the other Homes in the Villa Building shall cooperate so that the necessary termite treatment can be completed including, but not limited to, allowing access to the Home necessary for the termite treatment and vacating the Home if deemed necessary for safety purposes, and the cost of such treatment shall be shared equally by the Owners of Homes within the Villa Building.

12.7 Outdoor Illumination. Each Owner shall be responsible to maintain, repair and replace the light bulbs located on the exterior of Homes, including lamp posts, if any, whether operated by photoelectric cells or otherwise.