

RULES, REGULATIONS AND ENFORCEMENT PROCEDURES

HAMMOCK CREEK MASTER HOMEOWNERS ASSOCIATION

INTRODUCTION

These Rules and Regulations and Procedures are based on and in furtherance of the covenants and deed restrictions contained in the Master Association Covenants and the applicable laws of the State of Florida. They have been adopted by the Board of Directors of the Association to set out the rights, privileges and obligations of the Hammock Creek Property Owners, their respective family members, lessees and guests and to protect the Hammock Creek Development.

These provisions may be amended or modified from time to time by the Board of Directors of the Association to better serve the community.

It is the responsibility of each homeowner to be familiar with the covenants and restrictions of Hammock Creek as well as these Rules, Regulations and Procedures and to abide by them. Enforcement shall be through the Covenants Enforcement Committee as established by the Board consistent with the laws of this State.

These Rules and Regulations are enacted for the purpose of providing for the establishment and maintenance of procedures to enhance the use and enjoyment of the residents of Hammock Creek in a safe, orderly and peaceful manner to the mutual benefit of all residents and owners and shall be construed and enforced in accordance with this objective.

All capitalized words shall have the same meaning as set forth in the Master Declaration of Covenants and Restrictions for Hammock Creek (the "Covenants") as same is on file in the office of the office of the Martin County Clerk of Courts. The words "Parcel" and "Property" and "Owner" and "Resident" may be used interchangeably and shall have the same meaning and as the context may require.

These Rules and Regulations and Procedures do not and shall not be construed as to waive or limit the Association's ability to enforce the protective covenants or rules of the Association by any other means or manner provided in the governing documents or by law.

Please note that the Golf Course is privately owned and operated and that no owner of property in Hammock Creek has any right by virtue of such ownership or abutment to golf course property to use the golf course property or any of its facilities for any use or

purpose including, but not limited to, walking, jogging, skate boarding, bicycling or vehicular traffic.

I

ROADWAYS AND SIDEWALKS

- 1, The roads and sidewalks are common property of the individual Hammock Creek Sub-Associations in which they are located, All persons should be aware of children playing as well as the pedestrian use of the streets and sidewalks of the community.
2. The speed limit on all streets in Hammock Creek, unless conditions require a slower speed, is twenty five (25) miles per hour. An operator of a vehicle approaching an intersection controlled by a stop sign shall bring the vehicle to a full stop and not proceed into the intersection until having made an observation that it is safe to proceed. The speed limit and stop sign regulations may be enforced by police authorities as well as by Association.
3. The operation of golf carts within Hammock Creek is restricted to persons having a current and valid drivers license and residing within the community.
4. No vehicle or other obstruction shall be parked or placed across a sidewalk, walkway or street as shall interfere with passage by pedestrian or vehicles.
5. No Vehicle shall be parked on any street within the Hammock Creek Community between the hours of 1 AM and 6 AM, except in an emergency or as may be authorized by advanced written authorization of the Board of Directors of the Association.
6. Vehicles shall only be parked on driveways and or roadways and shall not be parked and/or stored on a lawn, dirt, or other pervious surface. No currently unlicensed or inoperable vehicle shall be parked or left standing in any area open to public view but may be kept in an enclosed garage area.

II PROPERTY MAINTENANCE

1. Each Parcel owner is responsible for the exterior appearance of his/her home to include the structure, front, back and side yards and the driveway and sidewalks appurtenant to each Parcel. Each Parcel shall be maintained in a neat and clean manner and be kept free from trash, debris and the unsightly growth of grass, weeds and other vegetation.
2. All driveways, gutters and sidewalks shall be kept free of weeds, mold, mildew, dirt, rust or other visible stains.
3. Roofs shall be maintained in good and clean condition and free of any mold, mildew, dirt, rust or other visible stains and be entirely of a single consistent color. In the event that a roof tile(s) is replaced, the replacement shall be of the same color as the roof or painted or stained to match..
4. All exterior walls and surfaces shall be painted and maintained in a clean and neat manner free from any mold, mildew, dirt, rust or other visible stains.
5. All lawns and landscaping areas shall be properly watered, fertilized, protected from pest infestation and trimmed to promote a healthy appearance.
6. Oak Trees:
 - A. Oak trees abutting each Parcel are the responsibility of each abutting Parcel owner. They shall be watered, fertilized and maintained as required to promote healthy growth and a good appearance. Oak trees shall not be “topped” or trimmed at the canopy other than to “limb up” from the trunk to allow for unimpeded use of the sidewalks or street in the area of any tree. Trees shall be trimmed so as allow unimpaired vehicular travel on streets and pedestrian travel on sidewalks
 - B. In the event that an oak tree dies or is destroyed, regardless of cause, the Parcel owner shall replace such tree as soon as possible at the expense of the Parcel owner with a replacement tree as provided for in the Architectural Review Guidelines for Hammock Creek and in no event shall be less than ten (10) feet high at the time of planting with an appropriate canopy.

III
CONSTRUCTION, MAINTENANCE
AND
TRASH REMOVAL

1. No work shall be performed by a contractor, subcontractor, maintenance crew or homeowner prior to 7 AM or after 7 PM Monday through Saturday, except in an emergency when such work shall be reasonably necessary to prevent further damage or loss to the Parcel or the Dwelling located on that Parcel.
2. No contractor, subcontractor or maintenance crew shall perform any work on Sunday except when such work shall be reasonably necessary to prevent further damage or loss to the Parcel or Dwelling.
3. A Parcel owner may perform work on his/her home on Sunday between the hours of 9 AM and 7 PM.
4. All construction debris shall be placed in closed receptacles and removed from the Parcel in a timely fashion and shall not be left to collect or remain on the Parcel so as to be visible.
5. Lawn and yard maintenance debris may be placed curbside no earlier than the day prior to the scheduled pick up for such material except for post hurricane debris which may be placed for pick up as generated. The post hurricane placement exception shall be effective for a period of thirty (30) days after the passage of a hurricane.
6. All refuse and debris shall be placed in an appropriate container such as trash bags or trash cans both of which shall be closed or covered and appropriate issued re-cycling containers for recycled items.
7. No item may be placed curbside for pick up earlier than 6 PM on the day prior to the scheduled pick up day.
8. All empty garbage, refuse cans and containers shall be removed and placed out of sight no later than midnight of the day of pick up.
9. All garbage, refuse cans and containers shall be kept and stored so as to be out of sight from outside the Dwelling or improvement on any Parcel. Since it is not uncommon that there may be some spillage from garbage containers on pick up, it is suggested that each Parcel owner pick up and dispose of any loose debris that may be left after pick up.

IV
PETS AND NOISE NUISANCES

1. Excessive noise shall not be permitted after 10 PM and prior to 8 AM. This restriction shall be interpreted so as to prohibit any excessive sound(s) that can be heard beyond the Parcel from which such noise is created and shall include, by way of example and not limitation music, loud conversation, laughter and power equipment; no motor vehicle exhaust or muffler sounds shall of such volume as to be disturbing.
2. The use of fireworks within Hammock Creek is prohibited.
3. As to each Dwelling a owners may keep as pets tropical fish and no more than two (2) dogs weighting collectively not more than one hundred ten (110) pounds, two (2) cats and four (4) tropical birds; all other pets and animals are strictly prohibited. No pet or other animal shall be kept, maintained or bred for commercial purposes.
4. All pets shall be restrained and/or kept on a leash under the control of a responsible person at all times when the pet is outside a dwelling.
5. The owner or person in charge of a pet shall be responsible to pick up any excrement after a pet relieves itself and to dispose of same in an appropriate closed container located on that persons Parcel.
6. No dog houses, dog pens or runs are allowed.
7. All pets shall be kept so as to not cause a noise or other disturbance to others. The continuous barking of a dog(s) shall constitute a violation of these Rules and Regulations and a nuisance.

V
MISCELLANEOUS PROVISIONS

1. **SIGNS:** No Sign, advertisement or notice of any kind is permitted on the Hammock Creek Property or on any Parcel. This restriction shall apply but not be limited to contractor advertising, political signs, "For Sale," "For Rent" or "Open House" signs except as may be authorized by specific resolution of the Board of Directors in its sole discretion. This restriction shall not apply to notices posted on bulletin boards maintained by the Master or any sub-division association placed by or on behalf of an Association. There may be displayed not more than one (1) security company notice sign not exceeding one hundred twenty two (122) square inches on each Parcel.

2. **HOLIDAY DECORATIONS:**

A. "Christmas Decorations" may be displayed during the period from November 15th through the following January 15th.

B. Other holiday or observance decorations may be displayed during the period from thirty days (30) days prior to and fifteen (15) days after the holiday for which such display is placed.

C. No holiday display or decoration shall shine into adjoining Parcel windows or constitute a nuisance to neighboring properties or residents.

3. **ANTENNAS:** Dish antennas for the reception of television or similar signals may be installed on a Parcel provided the antenna shall not have a diameter of more than thirty nine and thirty seven hundredth inches (39.37") and securely affixed to the property subject to prior approval of the Architectural Review Board. No more than two (2) such antennas may be placed on any Parcel. No other radio, television or other electronic antenna, tower, aerial or other reception or transmission device may be installed, erected, placed or maintained on any Parcel except as may wholly within an improvement located on the Parcel and subject to view outside of such improvement.

4. **CLOTHESLINES:** No clothesline shall be permitted within view of the street or adjoining Parcel or property.

5. **RECREATIONAL VEHICLES, TRUCKS, BOATS and TRAILERS:** No boats, trailers, habitable motor vehicles of any kind, motor homes, motorcycles, pick up trucks or recreational or commercial vehicles of any type shall be kept, placed, parked or stored upon any Parcel for any reason unless parked or stored within a garage area and not subject to public view from the street or sidewalk. This restriction shall not apply to service or delivery vehicles parked on the street or on a Parcel driveway during regular business hours and as reasonably required providing services or deliveries to that parcel.

6. **SERVICE EQUIPMENT:** All service equipment, including but not limited to air conditioner compressors, pool pumps and filters, water softeners and generators, shall be

screened from view from the street and from adjacent property and insulated to the extent reasonably possible to minimize the transmittal of noise by landscaping or screening.

7. EXTERIOR MODIFICATIONS: All modifications and/or additions to the exterior of a Parcel must be approved by the Architectural Review Board (ARB) prior to the making of such modifications or improvements. This provision shall apply but not be limited to painting, landscaping, fencing, play ground equipment, pool additions or alterations to the improvement located on any Parcel.

8. HURRICANE PANELS: Absentee Parcel owners of uninhabited Dwellings may install or place hurricane shutters or panels on and after May 1st and leave such panels or shutters in place until November 30th provided such panels or shutters have been painted or are of such color as to match or coordinate with the exterior color of the improvement located on a Parcel. Non absentee owners may erect or place such panels or shutters not more than five (5) days prior to the forecast impact of such storm. This provision shall apply to named cyclonic storms or other destructive weather occurrences and shall be liberally construed so as to maximize the protection to property and safety of the residents of any Dwelling or improvement.

9. PRESERVE AREAS and LAKES:

A. No person shall go on or into any preserve area for any purpose except in the case of an emergency when such entry shall be necessary to preserve the property or the safety of any person.

B. No refuse or the placement of any object including but not limited to refuse, vegetative materials, trash or animal excrement shall be placed in any preserve area or lake.

C. Except as needed for authorized maintenance and retrieval of golf balls, no boats, watercraft or other object shall be placed or used on any lake other than irrigation pipes for use in conjunction with permitted irrigation systems in use on the Parcel adjoining such lake.

D. No swimming is permitted in any lake.

10. EXTERIOR APPEARANCE:

A. All properties within Hammock Creek shall be kept free of waste, rubbish, debris and other unsightly materials. No personal property that is unsightly shall be placed or stored on a Parcel as may be visible from the street.

B. Items including but not limited to gardening implements, toys, building and construction materials refuse containers and other personal items shall not be placed or left standing so as to be visible from the street and shall be stored outside of public view when not in use.

C. Basketball hoops and supporting poles or devices are permitted provided neither shall be affixed or attached to any part of a dwelling or other improvement on a Parcel.

D. Except for basketball hoops and supports, no outdoor recreation, sports or athletic apparatus of equipment shall be placed where visible from the street except

during the time of actual use. This provision shall, by way of example, apply but not be limited to ball machines, targets, racquet/handball walls and back stops, batting cages, bicycles and other toys, golf practice nets and soccer nets.

VI
COVENANTS AND RULES ENFORCEMENT PROCEDURE

1. **Covenants Committee:** The Board of Directors of the Master Association will establish and appoint a Covenants Enforcement Committee consisting of a minimum of three (3) members who are not officers or employees of the Master Association or the spouse, child, parent, brother or sister of any officer or employee, as provided for by the laws of the State of Florida as same now exist or as may from time to time be modified or amended. The Board of Directors shall make every effort to appoint members to the Covenant Enforcement Committee so that there is at least one (1) member from each of the associations making up the Hammock Creek development. There may also be appointed one (1) or more alternate members of this Committee who shall substitute for regular members of the Committee as required.

2. **Complaints:** Violations of the covenants or rules shall be reported to the Master Association Property Manager. The Property Manager may request that a violation be confirmed in writing and signed by the complainant. The Property Manager shall investigate all complaints received and, further, is authorized and may make inspections of the Hammock Creek Development from time to time and to initiate the complaint process as appropriate.

3. **Notice of Violation:** Upon a determination by the Property Manager or at the direction of the Board, the Property Manager shall forward to the owner of the property the subject of the notice a written Notice of Violation setting forth the nature of the violation directing that the observed violation cease or be cured, and, where appropriate, giving a reasonable period of time in which to abate the violation. The Notice of Violation shall also advise the owner (and tenant, where applicable) that a fine may be imposed should the violation not be cured in a timely fashion. The Notice of Violation shall be sent to the owner at the address of the property the subject of the Notice or to such other address as shall be on file with the Property Manager for the forwarding of communications to the property owner. In the event that the property the subject of the notice is occupied by a tenant, which tenancy has been made known to the Property Manager, a copy of the Notice of Violation may also be forwarded to the Tenant at the property address. The notice provided for by this paragraph shall be given by United States Mail. The refusal of the addressee to accept delivery or the failure to claim such mail shall be deemed to be the equivalent of delivery and receipt by the addressee. A tenant shall not be held responsible to the Association unless a notice as provided for in this paragraph shall have been forwarded to the tenant except that such notice shall not be required to be forwarded to a tenant if the Association Property Manager shall not have received written notice of such tenancy.

4. **Notice of Hearing:** If the violation described in the Notice of Violation has not been abated or continues beyond such other period of time as the Notice of Violation shall have given for the abatement of the Violation or another violation as described in the Notice of Violation is observed within Twelve (12) months of the date of the Notice of

Violation the matter of the violation shall be set for a hearing before the Covenants Enforcement Committee of the Association. Notice of such hearing shall be forwarded to the property owner, and tenant if applicable, by United States Mail, Certified, and Return Receipt Requested and by ordinary United States Mail, with postage prepaid. The failure to accept or claim such mail shall be deemed the equivalent of delivery. The Notice of Hearing shall give not less than Fourteen (14) days notice of such hearing and shall include the following:

- A. The time, date and place of hearing.
- B. A description of the violation including the specific provision of the Covenants or of the Rule alleged to be violated.
- C. A statement that the Committee has the authority to impose a fine in the amount of up to One Hundred Dollars (\$100.00) for each day that a violation has occurred, but not more than One Thousand Dollars (\$1,000.00) in the case of a continuing violation.
- D. Advising the owner and tenant that he/she may appear before the Committee, but that the Committee may hear the matter in the absence of the owner or tenant in the event that the owner or tenant fails to appear or has not obtained a postponement of the hearing.
- E. Advising that the owner and tenant may cross examine the Association's witness(es) present evidence or witness(es) and that the owner or tenant may, but need not, be represented by an attorney.

5. **Covenant Hearing:** The hearing held by the Covenant Enforcement Committee shall be conducted in accordance with the following procedure and manner:

A. The Chairperson of the Covenants Enforcement Committee shall preside over the hearing and explain the procedure at the outset of the hearing. The Covenants Enforcement Committee hearing panel shall consist of Three (3) regular members and a hearing may be attended by such alternate member(s) as shall be present. Only the regular members shall vote on any matter except in the event that an alternate member is seated to replace or substitute for a regular member.

B. Each party shall have the right to make an opening statement, introduce evidence and witnesses, cross examine the other party and witnesses and to rebut testimony and evidence.

C. The technical rules of evidence shall not be applicable to the hearing. Generally, any relevant evidence may be admitted and hearsay evidence may be used to supplement or explain other evidence, but shall not be sufficient alone to support a decision.

D. The Chairperson may exclude irrelevant or repetitious evidence. The Chairperson may also impose reasonable time limits on the time for testimony or the number of witnesses.

E. The burden of proof as to the occurrence of a violation is on the Association. If the Association does not present sufficient evidence of a violation, the Notice of Violation shall be dismissed. No inference or conclusion reached shall be based upon the determination of the owner or tenant to testify or to not testify.

F. The hearing may proceed in the absence of the owner (or tenant where applicable) if the owner or tenant shall not have obtained a postponement or continuance

of the hearing. A postponement or continuance shall be granted upon a showing of good cause requested not less than Seven (7) days prior to a scheduled hearing date which request shall be in writing delivered to the Property Manager.

G. The Covenants Enforcement Committee may impose a fine upon a determination that a violation has occurred. The finding that a violation has occurred and the imposition of a fine shall be by a majority vote of the Covenants Enforcement Committee. The Committee may impose fines of up to One Hundred Dollars (\$100.) per violation against any Parcel Owner or any Owner's tenant, guest, or invitee for the failure of the Parcel Owner or of an occupant, licensee, or invitee to comply with any provision of the declaration of Covenants, the bylaws, or Rules and Regulations of the association. A fine may be levied for each day of a continuing violation, with a single notice except that the fine may not exceed \$1,000 in the aggregate.

H. The decision of the Covenants Enforcement Committee shall be in writing and issued to the owner and or tenant not later than Thirty (30) days after the date of the hearing. In the event a fine is levied and not paid, it may be enforced in accordance with the Governing Documents of the Association and as otherwise provided for by law.

I. The determinations of the Covenant Enforcement Committee may be published in the Association newsletter or by such other means of communications as determined by the Board of Directors.