

# **GRAND LANDINGS MASTER HOMEOWNERS ASSOCIATION**

## **RULES & REGULATIONS**

## INTRODUCTION

The operation and management of the community affairs are vested in the Grand Landings Master Homeowners Association, Inc. and its Property Management firm.

The Board of Directors of the Grand Landings Master Homeowners Association is responsible for carrying out the duties and responsibilities of the Association. The members of the Board and each officer of the Association have fiduciary responsibility to discharge in the operation and management of the Community's affairs. In the discharge of these responsibilities on the Association's behalf, Board members may rely on information, opinions and reports from officers, Property Management and upon the advice of professionals and the opinion of legal counsel who interpret the Florida laws governing Homeowners' Associations.

The following Rules and Regulations approved by the Board of Directors are to implement the Declaration of Covenants and Restrictions and By-Laws of the Grand Landings Master Homeowners Association, Inc. By signing your deed, you agreed to the deed restrictions and cited articles. These common-sense rules shall be enforced to insure the mutual enjoyment of life and safety at Grand Landings. **These Rules cannot be and are not intended to be all-inclusive.**

Refer to the Covenants, By-Laws, Articles of Incorporation and Architectural Review Guidelines for further information. All residents use the common areas of the community, such as the swimming pool, gym, playground and other common property at their own risk and responsibility. All residents shall be responsible for their own actions as well as for the actions of their guests.

***Any infraction of any rule or regulation of the Association is a finable offense. Refer to page 5 for details on infraction recourse.***

# RULES AND REGULATIONS

## CONTENTS

Architectural Control	1
Amendments	9
Amenity Center, Pool and Recreation Area	5
Animals	6
Antennas and Satellite Dishes	2, 3
Basketball Hoops & Other Play Equipment	3
Driveways, Sidewalks, Walkways	5
Exterior Paint Colors/Materials	2
Enforcement of Violation of Covenants and Rules and Regulations	7
Fences and Walls	2
Garage Sales	6
Garbage, Trash, Recycle Receptacles	6
Hazardous Waste	6
Holiday Decorations	3
Improper Behavior	5
Inspection and Copying of Records	8, 9
Late Fees, Returned Checks and Past-Due Payments	8
Lot Landscaping / Tree Removal	3
Mailboxes	2
Maintenance of Private Property	3
Motor Vehicles, Parking, Garages, Driveways and Streets	5
Move In/Out Times	4
Occupancy/Leasing of Residential Units	3, 4
Owner Participation at Board Meetings	9
Recording of Meetings	9
Sale and Transfer of Residential Units	4
Security Alarms	4
Sheds/Storage Units	1
Signs, Flags and Banners	6
Solicitation	7
Suggestions, Requests and Complaints	9
Window Treatment	4

## DEFINITIONS

### AMENITY CENTER

Refers to the Clubhouse Building, Pool, Gym and the Recreation Area.

### ARCHITECTURAL REVIEW COMMITTEE

Also referred to as the ARC, has been assigned by the Board of Directors to review and approve or deny all applications regarding alterations, additions and/or renovations in accordance with the Grand Landings Master Homeowners Association governing documents.

### ASSOCIATION

Refers to the Grand Landings Master Homeowners Association Inc. a private not for profit community, owned and operated by the unit owners.

### ASSOCIATION MEMBER

Refers to the unit owner(s) named on the deed of a residential unit.

### BOARD OF DIRECTORS

Also referred to as the Board or the BOD, are residential unit owners elected for a one-year term by the Association members or appointed by the members of the Board to fill a vacancy, who carry out the duties and responsibilities of the Association.

### COMMON GROUNDS

Also referred to as Common Area and Community Property, means all properties, except owner lots, within the community.

### COMMUNITY

Refers to all areas belonging to the Association and the Resident's thereof.

### COVENANTS

Refers to the Declaration of Covenants and Restrictions which is one of the three (3) documents that govern the Association.

### GOVERNING DOCUMENTS

Refers to the Articles of Incorporation, the By-Laws and the Declaration of Covenants & Restrictions as amended from time to time.

### GUEST

Refers to any individual who is not a resident of the community but is in the community at the request and knowledge of a Resident of the Association.

### HOLIDAY(S)

Refers to all dates observed as national holidays as so indicated on most calendars.

### LOT

Refers to the private plot of land upon which the Residential Unit is located.

### PRIVATE PROPERTY

Refers to the Residential Unit and the Lot thereof owned by an Association member.

### RESIDENTIAL UNIT

Also referred to as Unit, is the residence of the Association Member or his/her tenant.

### TENANT

Refers to the Lessee of a Unit Owner's Residential Unit.

### UNIT OWNER

Refers to the Resident or non-resident owners of a legally defined residence within the community.



# RULES & REGULATIONS

## ARCHITECTURAL CONTROL

In compliance with the Association's governing documents, the Architectural Review Committee (ARC) was formed to regulate the appearance of the Residential Units and all other structures and improvements constructed or installed on an Owner's Property in order to:

- Assure harmony of external design and location to surrounding buildings and topography
- Protect and conserve the value, marketability and desirability of the Property as a residential community

The Architectural Review Committee has written a set of Architectural Review Guidelines, specifications and application forms to maintain consistency and uniformity in the review process for approval or denial of all requests regarding alterations, additions and/or renovations. Certain architectural changes may require the request be accompanied by a detailed and complete plan and any applicable permits required by the City of Palm Coast.

The ARC shall attempt to address each application and respond within twenty (20) days depending upon the scope of the request and the number of requests being processed.

There will be a nominal application fee; and note that a canceled deposit of a check does NOT indicate approval or denial of the project.

**No work should begin until a decision is made and an official notice is received from the HOA.**

The Association's Covenants either prohibit or have restrictions that are herein listed but not limited to:

- Sheds, Storage Structures
- Tanks, Swimming Pools
- Fences, Walls
- Antennas, Satellite Dishes
- Exterior of Residential Unit
- Driveways, Sidewalks, Walkways
- Mailboxes
- Lot Landscaping/Tree Removal
- Statues, Fountains
- Basketball Hoops and Other Play Equipment
- Signs, Flags, Banners

The following (9) items taken from this list are for general information only.

**Refer to Architectural Guidelines and specifications for exact details on each item.**

## 1. SHEDS/STORAGE STRUCTURES

Sheds and Storage Structures are not permitted. With garages and their storage space being a part of every Residential Unit, only under certain exceptional circumstances would the Architectural Review Committee consider an application to install, erect or construct a shed or storage structure.

## **2.FENCES AND WALLS**

Except as to items initially approved by the Developer, no fences or walls of any kind shall be placed or installed on Residential Property without the written approval of the Architectural Review Committee. The forgoing includes the right to regulate the size, location, style and color of all fences and walls and to require styles and colors compatible with other fences and improvements.

Hedges or dense vegetation are encouraged as a preferred method for privacy screening. Hedges are to be kept neatly trimmed without exceeding a maximum height of six (6) feet and shall not infringe on any neighboring properties or block the scenic view of waterways.

Wood fences, chain link or other forms of wire fences shall not be permitted.

No fence, wall or other improvement that interferes with Easement Rights may be constructed, installed or maintained in the easement areas. Any improvements or landscaping located in easement areas are subject to removal at the expense of the Owner of the Lot when requested by the developer, Association or the grantee of the easement.

## **3.MAILBOXES**

All mailboxes are standard issue. Any change(s) to a Residential Lot mailbox shall require an application for approval to the Architectural Review Committee.

## **4.EXTERIOR PAINT COLORS/MATERIALS**

Any change to the exterior of a Residential Unit to include repainting whether it be the same or similar color or another color and/or material used shall require an application be submitted to the Architectural Review Committee. The ARC has acceptable color pallets available for reference.

## **5.DRIVEWAYS, SIDEWALKS, WALKWAYS**

Painting, other than natural sealing of builder installed driveways, sidewalks and walkways is prohibited.

## **6.SIGNS, FLAGS AND BANNERS**

No sign of any kind shall be displayed to the public view on the Residential Property except customary address sign and one (1) sign, not to exceed five (5) sq. ft. in area, to advertise the property for resale or rent.

One (1) flag of the United States of America may be displayed on a Residential Property. No other flags or banners may be displayed except as permitted by the Architectural Review Committee.

No advertisements or messages shall be displayed on a lot or anywhere else in the community which offer or imply commercial or professional products or services or which may constitute any other kind of business solicitation or personal notices and when found shall be removed without prior written approval of the ARC.

## **7.ANTENNAS AND SATELLITE DISHES**

No antenna, masts, towers, poles, aerials or similar appurtenances shall be erected without the Architectural Review Committee's approval. (Cont. on page 3)



Two (2) satellite dishes of one (1) meter or less may be installed, subject to the Architectural Review Committee criteria requiring an out-of-sight (from the street) location, unless such location interferes with the satellite signal reception at which time a reasonable other location shall be decided.

## **8. LOT LANDSCAPING / TREE REMOVAL**

No tree may be removed or replaced without prior approval of the Architectural Review Committee AND the City of Palm Coast.

Specific rules apply to landscaping and can be found in detail in the Architectural Review Guidelines.

## **9. BASKETBALL HOOPS AND OTHER PLAY EQUIPMENT**

No sports or play equipment may be left outside on the driveway or sidewalk when not in use.

## **HOLIDAY DECORATIONS**

Holiday decorations are allowed as long as they do not exceed a reasonably expected appearance within the community and do not emit loud noise or a distraction to the neighboring residents.

All holiday decorations are to be removed within 10 days following the calendar date of the holiday. Any decorations that remain after the 10 days will be subject to a violation fine.

## **MAINTENANCE OF PRIVATE PROPERTY**

The Unit Owner is responsible for maintaining the private property outside his/her residence in a condition consistent with that as established by the Developer and the Association for the community as a whole. The private property includes, but is not limited to, the exterior of the residence (windows, residence and garage doors, patio screens, air conditioner units), landscaping (lawns, trees, shrubbery), fences/walls, driveways and sidewalks.

The Association will schedule periodic inspections of the properties to assure that the unit owners are maintaining their property in accordance with the established standards.

Any unit owner whose property is found with a defect that does not meet the established standards shall be notified in writing in which he or she shall be given a reasonable amount of time to rectify the defect. Failure to correct the defect(s) will result in the initiation of the fine procedure.

## **OCCUPANCY/LEASING OF RESIDENTIAL UNITS**

Occupancy shall be by the owner or lessee of a Residential Unit, members of their family, their partner, their servants and non-paying social guests. The occupancy shall be limited to two (2) times the number of bedrooms in such Residential Unit.

The occupancy of the Residential Unit as a rooming house, hostel or hotel is prohibited. (Cont. on page 4)

An owner may lease their Residential Unit in accordance with and subject to all provisions of Article III, Section 3.11 a, b, c of the Declaration of Covenants. The lease period shall not be for less than ninety (90) consecutive days and no more than two (2) leases may be executed for a Residential Unit during any twelve (12) month period based on the day of commencement of the lease.

For protection of their own property rights, it is recommended that the owner conduct a background investigation of the prospective tenant.

All Residential Unit rentals shall be documented by a written lease which shall set forth, among other things, the address of the Residential Unit, the name(s) of the tenant, the lease commencement date and term. A copy of the fully executed lease shall be delivered to the Association Management office within five (5) days of execution of the lease.

Each owner is responsible and liable for all violations and losses caused by such tenants or occupants notwithstanding the fact that occupants of the Residential Unit are also fully liable for any violations of such occupancy.

The unit owner is responsible for providing a lessee applicant with a copy of the Rules and Regulations.

### **SALE AND TRANSFER OF RESIDENTIAL UNITS**

Any unit owner in the process of selling or transferring his/her unit shall notify the Association of the name(s) and contact information, of the proposed buyer or transferee and the Residential Unit address prior to closing and occupancy of the unit. The selling or transferring unit owner must also notify the Association of his/her new address prior to occupancy of the new buyer or transferee.

The unit owner is responsible for providing the buyer or transferee copies of; these Rules and Regulations, Declaration of Covenants and Restrictions, By-Laws and the Articles of Incorporation of the Association. Duplicate written copies are available from Association Management for a printing fee of \$0.25 per page.

### **MOVE IN/OUT TIMES**

To avoid disturbances of neighbors, the hours allowed for moving furnishings in or out of a unit are limited to the hours between 8:00 a.m. to 8:00 p.m.

### **SECURITY ALARMS**

It is recommended that security alarms audible outside of the Residential Unit be connected to a monitoring service that is able to shut-off the alarm or the security alarm automatically shuts itself off after not more than fifteen (15) minutes.

After three (3) instances of an audible false alarm, upon the fourth (4) instance within a one-year period, the unit owner shall be subject to a violation notice.

### **WINDOW TREATMENT**

No paint, newspaper, reflective foil – glass, other reflective material or similar materials shall be installed on any window of a residential unit.



## **AMENITY CENTER, POOL AND RECREATION AREA**

No Owner or their tenant shall commit any noxious, destructive, improper, offensive or unlawful use or activity or shall do anything that may constitute a nuisance or unreasonable annoyance to other occupants within the Amenity Center, Pool and Recreation Area.

The Pool and the Gym have posted rules that have been established to insure the care and safety of the community residents when using these facilities and to maintain the facilities in an acceptable condition for the enjoyment of the residents.

Anyone that enters the pool, enter at their own risk. The pool does not have a lifeguard on duty.

## **IMPROPER BEHAVIOR**

Owners are responsible for their own behavior and that of their children, their tenants, their guests, their children's guests and other invitees of the owner or the tenant.

Improper behavior shall mean and refer to, but not be limited to the following:

- The use of profane language or performance of profane acts or gestures
- Screaming, yelling or otherwise producing sounds at a level that disturbs other persons or interferes with the rights of others or disrupts the general peacefulness of the community.
- Playing entertainment devices (radios, mobile, TV's and musical instruments) at a volume that disturbs other persons.
- Any act by commission or omission that could conceivably result in damage to property or injury to persons.
- Driving over the posted speed limit or reckless driving.

## **MOTOR VEHICLES, PARKING, GARAGES, DRIVEWAYS AND STREETS**

No vehicle, boat, mobile home or trailer may be parked, stored anywhere within the Property except that functional passenger automobiles, vans, motorcycles and non-commercial trucks of one (1) ton capacity or less (collectively "Permitted Vehicles") may be parked in the garage or driveway of the Residential Unit, or in any approved parking areas on the Lot. Boats, trailers, motor homes, recreational vehicles and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Residential Unit.

No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by the Architectural Review Committee.

Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis.

Streets within the Community shall not be regularly used for parking. No over-night or daily parking on the street is permitted. Parking on a Residential Lot or on any common grounds is not permitted.

**All state laws must be observed regarding electric or motorized vehicles, including golf carts.**

The streets were designated and dedicated for the movement of vehicular traffic within the community.

Anyone who elects to use any street for any other use than its intended purpose does so at his/her own risk.

## **GARAGE SALES**

Only two (2) community-organized Garage Sales shall be permitted each calendar year on the Spring and Fall dates approved by the Association. No individual Garage Sales are allowed by the Association.

## **GARBAGE, TRASH, RECYCLE RECEPTACLES**

In compliance with City of Palm Coast ordinances garbage, trash, and recycle shall not be placed in front of Lot before 6:00 PM on the evening prior to pick-up day and shall be removed from the front no later than 7:00 PM on collection days. Residents who expect to return home after 7:00 PM should arrange with one of their neighbors to remove their receptacles from the front of their lot.

The pick-up schedule is:

- Garbage – Mondays and Thursdays
- Recycles – Thursdays
- Bulk — Thursdays
- Yard Waste — Wednesdays

Solid waste that is too big, bulky or heavy to fit in the garbage receptacle is considered bulk trash.

Trash, waste, garbage or yard debris is not permitted to be placed, stored or dumped on any common area within the community, including the lakes and all common areas. Littering is strictly prohibited.

## **HAZARDOUS WASTE**

The dumping or disposal of oil, grease or any other chemical, residual substance or particles is not permitted on any Lot or Property within the community. Disposal of all hazardous waste must conform to environmental regulations.

## **ANIMALS**

A reasonable amount of common household pets (means dogs, cats, domestic birds and fish) may be kept by the occupants of each Residential Unit.

Provided that such pets are neither dangerous nor a nuisance to the other residents of the Community.

Further provided that no pets shall be kept, bred, maintained, cared for or boarded for hire, remuneration or any other commercial purpose. No kennels for boarding or operation shall be allowed.

All pets must have appropriate shots, licenses and tags as may be required by the state, county or city.

Pets shall not be allowed to roam at large. Pets must be leashed at all times when outside their owner's unit unless contained within an enclosed area, which must be clean, sanitary and reasonably free of refuse and waste. Pets are not to be ground-tied for an extended period of time or overnight.

Pet owners shall be responsible for adequate pick-up when they walk their dogs within the community to prevent unpleasant odors and unsanitary conditions. (Cont. on page 7)



Two fenced-in areas for dogs, with clean-up disposal, have been provided adjacent to the Amenity Center. The disposal receptacles are to be used while enjoying the common areas of our community with your pet and are NOT to be used for general disposal of pet waste.

Feeding of any kind of wildlife in any part of the Community is **prohibited** to prevent unsanitary conditions and dependence of the wildlife on humans.

## **SOLICITATION**

The Grand Landings Master Homeowners Association is a posted, no-solicitation community. Any type of solicitation is prohibited. Materials relating to community matters or activities may be distributed by unit residents or their assignees. Violators of this rule are trespassing in a private community and are subject to prosecution.

## **ENFORCEMENT OF COVENANTS AND RULES AND REGULATIONS**

The Association by the authority of its governing documents may levy fines for violation(s) of the of the Covenants and the Rules and Regulations.

- Violation First Notice: "Friendly Reminder" letter will be sent within 15 days to comply.
- Violation Second Notice: "Final Notice" letter will be sent within another 15 days to comply.

If not in compliance 14 days after the "Final Notice" letter:

- Violation will be referred to the Board for establishment of a fine amount
- Board will set the fine amount and assign to the Fine Hearing Committee

The person(s) or owner sought to be fined shall receive a notice of a Fine Hearing Committee hearing at least fourteen (14) days prior to the hearing date. The notice shall indicate the time and date of the pertinent hearing. The person affected and his/her legal representative may appear before the Fine Hearing Committee at the appointed time to plead his/her case. The Committee shall weigh the information and, if it deems that a fine is merited, will levy the fine for payment.

Requests to reschedule a fine hearing must be received in writing three (3) days before the scheduled fine hearing. Fine hearings may be rescheduled only two (2) times.

An owner shall be liable and responsible for paying any fines levied against the owner and jointly and severally liable and responsible to pay for any fine levied against any of the owner's family members, tenants, guests or invitees.

If a fine is not paid within ten (10) days after a fine has been established by the Fine Hearing Committee, any payment from or on the account of any owner shall be applied first to any collection costs, court costs and attorney's fees; then to any interest accrued by the Association; then to any administrative late charges; then to any outstanding fines; then to the delinquent assessments in the order incurred.

Continued non-compliance shall result as follows:

- Turned over to Association Attorney for Legal Action
- Suspension of Use Rights



## **LATE FEES, RETURNED CHECKS AND PAST-DUE PAYMENTS**

The Association assessment payments are due on the first day of each quarter; January, April, July and October. If payment is not received within 15 days of the due date a \$25.00 late fee shall be imposed and a "Late Notice" shall be sent to the homeowner.

If payment is not made within 30 days of due date, an "Intent to Lien Notice" shall be sent to the homeowner who shall also be charged an interest rate in accordance with the Florida Statutes on the sum that is delinquent from the date of delinquency until paid.

If the outstanding delinquency balance is not paid within 45 days of the "Intent to Lien Notice" a lien shall be recorded on the property.

If the outstanding balance has not been paid within 15 days of the processing of the lien (approximately 90 days from due date), the amount will be sent to the Association's attorney for further collection action.

An owner cannot avoid liability for payment of assessments by waiver of use of common elements or dissatisfaction by withholding payments due and payable to the Association.

A fee shall be charged the owner for a check tendered to the Association that is returned unpaid by the Owner's bank on insufficient funds. If the check cannot be negotiated; the Association may also seek to recover damages of at least One Hundred Dollars (\$100.00) or, if higher, three (3) times the amount of the check.

The Association shall apply any payment received from or on the account of any owner first to any interest accrued by the Association, then to any administrative late charges, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessments in the order incurred. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

## **INSPECTION AND COPYING OF RECORDS**

Unit owners or their authorized agent, as designated in writing, shall have the right to inspect or copy the official records of the Association, with the exception of those records that would violate the confidentiality between an attorney and the client (in this case the Association), as provided by the statutes of the state of Florida and pursuant to the additional rules that follow:

- To inspect records, a unit owner shall submit to the Association a written certified mail request that specifies the particular record(s) subject to inspection.
- The Association shall notify the unit owner or authorized agent by telephone, e-mail or in writing within ten (10) business days of the availability of the records and the date, time and place for such inspection.
- All inspection of records shall be conducted at a location specified by the Association.
- Records may not be removed from the location of inspection and no alteration of the original records shall be allowed.
- With certain exceptions based on the volume of the work to be done, the unit owner may designate records to be copied. The copying of records shall be subject to a charge of \$0.25 per copy. Any copying or preparation for copying that exceeds 15 minutes shall incur an additional charge of \$5.00 for each 15 minutes or fraction thereof. (Cont. on page 9)

- Unit owners and or their authorized agent requesting or inspecting records shall conduct themselves in a businesslike manner without interference or harassment of any unit owner, resident or Association agent, Director or officer.
- Any violation of any of the inspection and copying rules shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply herewith.
- Any requests for inspection and copying not complying with these rules shall not be honored. However, the Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party.

## **UNIT OWNER PARTICIPATION AT BOARD MEETINGS**

All Board meetings except those with an attorney involving litigation shall be open to all Unit owners.

Tenants may not attend Board meetings. Board meetings are strictly for owner participation. If a tenant wishes to address the Board, he or she may make such a request by writing a letter to the Board.

After the Board has addressed all business matters scheduled for the meeting an Open Forum shall be held where Unit owners may address the Board. Unit owners shall have a reasonable amount of time, *e.g.*, three (3) minutes to present their information or questions. If immediate resolution is possible or where the decision is based on Covenants or Rules and Regulations, a decision may be presented. If the Board wishes to discuss the matter at greater length, it shall take the owner's information or question under advisement and discuss it as soon as the Open Forum portion of the meeting closes and, if possible, state its decision.

Once the Open Forum portion of the meeting is closed, only Directors may participate in the following portion of the meeting unless a Director calls on a Unit owner for more information or consultation. Additional comments by Unit owners at that time cannot be allowed.

## **RECORDING OF MEETINGS**

Any Unit owner may record or videotape meetings of the Board of Directors and other Association meetings. An owner who desires to record a meeting is required to give notice to the Association prior to the commencement of the meeting. Any recording equipment used must not produce distracting sounds or light emissions or interfere in any way with the orderly conduct of the meeting.

## **SUGGESTIONS, REQUESTS AND COMPLAINTS**

Any suggestions, requests and complaints regarding the Association, its policies and representatives may be made to the Association in writing and mailed or delivered to the Association or may be made in person at a regular Board of Directors meeting.

A resident presenting such suggestions, requests or complaints shall receive a response either at that Board meeting or the Board meeting following the presentation of the suggestion, request or complaint or in writing following a review of the matter presented.

## **AMENDMENTS**

As a living document, the Rules and Regulations are subject to periodic amendment as may be required to better define the intent and purpose of the contents herein.