

The Hillside Homeowners Association of Clay County

RULES AND REGULATIONS

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SECTION I Board Member Code of Conduct

A. The Hillside Homeowners Association of Clay County has adopted the following Code of Conduct that all Board members, agree to adhere to by signing below:

1. Prohibition Against Private Inurement and Procedures for Managing Conflicts of Interest No member of the Board of Directors shall derive any personal profit or gain, directly or indirectly, by reason of his or her service as a board member with the Hillside Homeowners Association of Clay County. Members of the board shall conduct their personal affairs in such a manner as to avoid any possible conflict of interest with their duties and responsibilities as members of the Board. Nevertheless, conflicts may arise from time to time.
2. When there is a decision to be made or an action to be approved that will result in a conflict between the best interests of Hillside Homeowners Association of Clay County and the Board member's personal interests, the Board member has a duty to immediately disclose the conflict of interest so that the rest of the Board's decision making will be informed about the conflict.
3. It is every Board member's obligation, in accordance with this policy, to ensure that decisions made by the Board reflect independent thinking. Consequently, the Board member may not receives compensation from Hillside Homeowners Association of Clay County.
4. Any conflicts of interest, including, but not limited to financial interests, on the part of any Board Member, shall be disclosed to the Board when the matter that reflects a conflict of interest becomes a matter of Board action, and through an annual procedure for all Board members to disclose conflicts of interest.
5. Any Board Member having a conflict of interest shall not vote or use his or her personal influence to address the matter, and he or she shall not be counted in determining the quorum for the meeting.
6. All conflicts disclosed to the Board will be made a matter of record in the minutes of the meeting in which the disclosure was made, which shall also

note that the Board member with a conflict abstained from the vote [and was not present for any discussion, as applicable] and was not included in the count for the quorum for that meeting.

7. Any new Board member will be advised of this policy during board orientation and all Board members will be reminded of the Board Member Code of Conduct and of the procedures for disclosure of conflicts and for managing conflicts on a regular basis, at the first Board meeting after Community meeting.

B. This policy shall also apply to any Board member's immediate family or any person acting on his or her behalf.

1. Confidentiality

- a) Board members are reminded that confidential financial, personnel and other matters concerning the organization, donors, staff or clients/ consumers may be included in board materials or discussed from time to time. Board members should not disclose such confidential information to anyone.

2. Active Participation

- a) Board members are expected to exercise the duties and responsibilities of their positions with integrity, collegiality, and care. This includes:
- b) Making attendance at all meetings of the board a high priority.
- c) Being prepared to discuss the issues and business on the agenda, and having read all background material relevant to the topics at hand.
- d) Cooperating with and respecting the opinions of fellow Board members, and leaving personal prejudices out of all board discussions, as well as supporting actions of the Board even when the Board member personally did not support the action taken.

- e) Putting the interests of the organization above personal interests.
- f) Representing the organization in a positive and supportive manner at all times and in all places.
- g) Showing respect and courteous conduct in all board and committee meetings.
- h) Observing established lines of communication and directing requests for information or assistance to the President.

3. Discipline Action

- a) When a Board member does not heed to the code of conduct, the Chair will remind the member of the code of conduct. If the member doesn't heed the remarks of the chair and continues his or her behavior, the chair's next step is to call the member to order. If the member heeds the remarks of the chair and continues with his or her behavior, the next step the chair can take is to name the offender. The chair instructs the secretary to record the behavior or words.
Board will vote on a penalty with a majority vote.
- b) Penalties:
 - 1. Member must apologize.
 - 2. Member must leave for the remainder of the meeting.
 - 3. Expel the member from the Hillside HOA Board.

SECTION 2. Lot and Lawn Guidelines

A. Covenants and Restrictions of Hillside number three. States "The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard properly maintained in an appropriate condition and all buildings properly painted." The Board of Directors have developed lots and lawns guidelines to clarify properly maintained in an appropriate condition. The following guidelines need to be followed.

- 1. Lot and Easement Area
 - a) Lawns shall be covered in turf grass or other acceptable ground cover.
 - b) Turf grass surrounding plant beds shall be trimmed in plane with the height of the lawn.

- c) Contents of the planting bed and shrubs shall be trimmed and kept healthy looking.
- d) Palm trees and other trees shall be kept pruned properly.
- e) Tree limbs shall not be low enough to interfere with pedestrians.

2. Planting Bed Areas

- a) Plant beds shall be maintained without excessive weeds growing in plant bed.
- b) Turf grass surrounding plant beds shall be trimmed in plane with the height of the lawn.
- c) Contents of the planting bed and shrubs shall be trimmed and kept healthy looking .
- d) Palm trees and other trees shall be kept pruned properly.
- e) Tree limbs shall not be low enough to interfere with pedestrians.

3. House Maintenance

- a) Exterior of the structures shall be maintained without excessive mildew or stains.
- b) Concrete surfaces shall be kept clean and free of excessive dirt, oil, and grease.
- c) Exterior walls of the house shall be maintained in proper condition and properly repaired.
- d) Concrete street drainage gutters shall be free of soil, mud, dead vegetation, grass or other living material growing in cracks.
- e) Fences visible from the road, shall be maintain properly to include no rotten wood, holes in fences, missing pickets, or in need of repair.

4. Other

- a) Garbage cans and recycling bins shall not be out to the curb prior to 24 hours of pickup and must be returned behind a fence within 24 hours after pick up.
- b) Garbage cans and recycling bins shall not be stored in sight from the street.
- c) In-operable vehicles, trailers, boats, RVs, etc shall be stored behind a fence. No vehicle shall be parked on grass visible from the road.

B. Homeowners have 30 days for the first violation, Thereafter, homeowners will have 15 days for the second and third violations, pursuant to the governing documents. If any questions arise, please refer to the community governing documents. Failure to take immediate corrective action may result in the issuance of final violations and fines.

SECTION 3 Volunteer Release and Waiver of Liability

A. The Hillside Homeowners Association of Clay County has adopted the following Release and Waiver of Liability that all Voluntaries, agree to adhere to:

1. Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless Hillside HOA and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities Hillside HOA Volunteer understands that this Release discharges Hillside HOA from any liability or claim that the Volunteer may have against Hillside HOA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities whether caused by the negligence of Hillside HOA or its officers or directors. Volunteer also understands that Hillside HOA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
2. Medical Treatment. Volunteer does hereby release and forever discharge Hillside HOA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities
3. Assumption of the Risk. The Volunteer understands that the Activities included work that may be hazardous to the Volunteer, Volunteer hereby expressly and specifically assumes the risk of injury or harm in the Activities and releases Hillside HOA from all liability for injury, illness, death, or property damage resulting from the Activities.
4. Insurance. The Volunteer understands that, Hillside HOA does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.
5. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

SECTION 4 Stormwater Management System Rules (Common Area)

A. Common Area - Stormwater Management System Rules:

1. No swimming in Retention and/or Detention Ponds.
2. No boats or flotation devices shall be allowed on the Retention and/or Detention Ponds without prior authorization in writing by the Board of Directors.
3. No wheeled vehicles shall be allowed around Retention and/or Detention Ponds and/or the Pond maintenance path from Allie Murray Rd to the pond without prior authorization in writing by the Board of Directors.
4. No fishing shall be allowed except catch and release.

B. Violators will be considered Trespassing and subject to violations ranging from violation letter to prosecution for trespassing.

Hillside HOA Board Meeting Code of Conduct

The Hillside Homeowners Association of Clay County has adopted the following Code of Conduct that all Board members, agree to adhere to by signing below:

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No member of the Board of Directors shall derive any personal profit or gain, directly or indirectly, by reason of his or her service as a Board member with the Hillside Homeowners Association of Clay County. Members of the board shall conduct their personal affairs in such a manner as to avoid any possible conflict of interest with their duties and responsibilities as members of the Board. Nevertheless, conflicts may arise from time to time.

- a) When there is a decision to be made or an action to be approved that will result in a conflict between the best interests of Hillside Homeowners Association of Clay County and the Board member's personal interests, the Board member has a duty to immediately disclose the conflict of interest so that the rest of the Board's decision making will be informed about the conflict.
- b) It is every Board member's obligation, in accordance with this policy, to ensure that decisions made by the Board reflect independent thinking. Consequently, the Board member may not receive compensation from Hillside Homeowners Association of Clay County.
- c) Any conflicts of interest, including, but not limited to financial interests, on the part of any Board Member, shall be disclosed to the Board when the matter that reflects a conflict of interest becomes a matter of Board action, and through an annual procedure for all Board members to disclose conflicts of interest.
- d) Any Board Member having a conflict of interest shall not vote or use his or her personal influence to address the matter, and he or she shall not be counted in determining the quorum for the meeting.
- e) All conflicts disclosed to the Board will be made a matter of record in the minutes of the meeting in which the disclosure was made, which shall also note that the Board member with a conflict abstained from the vote [and was not present for any discussion, as applicable] and was not included in the count for the quorum for that meeting.
- f) Any new Board member will be advised of this policy during board orientation and all Board members will be reminded of the Board Member Code of Conduct and of the procedures for disclosure of conflicts and for managing conflicts on a regular basis, at the first Board meeting after Community meeting.
- g) This policy shall also apply to any Board member's immediate family or any person acting on his or her behalf.

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Board members are reminded that confidential financial, personnel and other matters concerning the organization, donors, staff or clients/consumers may be included in board materials or discussed from time to time. Board members should not disclose such confidential information to anyone.

3. Active Participation

Board members are expected to exercise the duties and responsibilities of their positions with integrity, collegiality, and care. This includes:

- ☐ Making attendance at all meetings of the board a high priority.
- ☐ Being prepared to discuss the issues and business on the agenda, and having read all background material relevant to the topics at hand.
- ☐ Cooperating with and respecting the opinions of fellow Board members, and leaving personal prejudices out of all board discussions, as well as supporting actions of the Board even when the Board member personally did not support the action taken.
- ☐ Putting the interests of the organization above personal interests.
- ☐ Representing the organization in a positive and supportive manner at all times and in all places.
- ☐ Showing respect and courteous conduct in all board and committee meetings.
- ☐ Observing established lines of communication and directing requests for information or assistance to the President.

4. Discipline Action

When a Board member does not heed to the code of conduct, the Chair will remind the member of the code of conduct. If the member doesn't heed the remarks of the chair and continues his or her behavior, the chair's next step is to call the member to order. If the member heed the remarks of the chair and continues with his or her behavior, the next step the chair can take is to name the offender. the chair instructs the secretary to record the behavior or words.

Board will vote on a penalty with a majority vote.

Penalties:

- 1) Member must apologize.
- 2) Member must leave for the remainder of the meeting.
- 3) Expel the member from the Hillside HOA Board.

I, _____, recognizing the important responsibility I am undertaking in serving as a member of the Board of Directors of Hillside Homeowners Association of Clay County, hereby pledge to carry out in a trustworthy and diligent manner the duties and obligations associated with my role as a Board member and abide by this Code of Conduct. I understand that failure to abide by this Code of Conduct may result in my removal as a Board Member, pursuant to the requirements and processes provided in the organization's governing documents.

Signature _____ Date _____

Homeowners have 30 days for the first violation, Thereafter, homeowners will have 15 days for the second and third violations, pursuant to the governing documents. If any questions arise, please refer to the community governing documents. Failure to take immediate corrective action may result in the issuance of final violations and fines.

Lot and Lawn Guidelines

Covenants and Restrictions of Hillside number three. States "The owner of each lot shall properly maintain all improvements located thereon, including keeping the yard properly maintained in an appropriate condition and all buildings properly painted." The Board of Directors have developed lots and lawns guidelines to clarify properly maintained in an appropriate condition. The following guidelines need to be followed.

Lot and Easement Areas

1. Lawns shall be covered in turf grass or other acceptable ground cover.
 2. Lawns shall be edged around turf borders, walkway, driveway, sidewalk and curbing.
 3. Concrete joints shall not have vegetation growing in the walkways, driveways, sidewalks or curbing.
 4. Lawn grass shall be maintained even with the surrounding grass, to a structure, a house, a tree or a fence.
-

Planting Bed Areas

1. Plant beds shall be maintained without excessive weeds growing in plant bed.
 2. Turf grass surrounding plant beds shall be trimmed in plane with the height of the lawn.
 3. Contents of the planting bed and shrubs shall be trimmed and kept healthy looking.
 4. Palm trees and other trees shall be kept pruned properly.
 5. Tree limbs shall not be low enough to interfere with pedestrians.
-

House Maintenance

1. Exterior of the structures shall be maintained without excessive mildew or stains.
 2. Concrete surfaces shall be kept clean and free of excessive dirt, oil, and grease.
 3. Exterior walls of house shall be maintained in proper condition and properly repaired.
 4. Concrete street drainage gutters shall be free of soil, mud, dead vegetation, grass or other living material growing in cracks.
 5. Fences visible from the road, shall be maintained properly to include no rotten wood, holes in fences, missing pickets, or in need of repair.
-

Other

1. Garbage cans and recycling bins shall not be out to the curb prior to 24 hours of pickup and must be returned behind a fence within 24 hours after pick up.
 2. Garbage cans and recycling bins shall not be stored in sight from the street.
 3. In operable vehicles, trailers, boats, RVs, etc shall be stored behind a fence. No vehicles shall not be parked on grass visible from the road.
-

Hillside Homeowners Assoc Lot & Property Violation/Warning Report

Date of Inspection	Violation Notice	Inspected By
	1 2 3	
<u>Address of Residence</u> Lot # _____ _____	All inspections are evaluated against standards set forth by the board of directors, governing documents, and established standards of property Maintenance and appearance.	

**Check Violation
Witnessed**

Lot and Easement Areas out of Compliance

- _____ Repeated compliance issues/prior violation notice dated _____ need correction ASAP
- _____ Portions of open yard area not covered in turf grass or other acceptable ground cover
- _____ Non healthy turf grass that needs to be treated
- _____ Lack of edging of turf borders ☐ Walkway ☐ Driveway ☐ Sidewalk or ☐ Curbing
- _____ Vegetation growing in concrete joints ☐ Walkway ☐ Driveway ☐ Sidewalk or ☐ Curbing
- _____ Lawn grass not maintained in plane with the surrounding grass next to a structure, house tree or fence. Specifically: _____

Planting Bed Areas Out of Compliance

- _____ Repeated compliance issues/prior violation notice dated _____ need correction ASAP
- _____ Excessive weeds growing in planting beds
- _____ Turf grass surrounding plant beds are not trimmed in plane with the height of the lawn
- _____ Contents of planting bed and shrubs are not trimmed and kept healthy looking
- _____ Palm Trees/other Trees need pruning
- _____ Tree limbs hanging too low over sidewalk impeding pedestrians

House Maintenance out of Compliance

- _____ Repeated compliance issues/prior violation notice dated _____ need correction ASAP
- _____ Excessive Mildew/staining on exterior – must clean all sides of house to remove mildew
Areas in particular : _____
- _____ Concrete surfaces need to be cleaned – excessive dirt/oil/grease
- ☐ Walkway ☐ Driveway ☐ Sidewalk or ☐ Curbing
- _____ Exterior wall not in proper condition specifically: _____
- _____ Concrete Street drainage gutter not in compliance. Please remove the following:
- ☐ Soil/Mud ☐ Dead Vegetation ☐ Grass or other living material growing in cracks
- _____ Fence in ☐ disrepair ☐ not sturdy condition ☐ missing pickets ☐ holes in fence or ☐ rotten wood

Other Violations Which Need to be Addressed

- | | |
|----------------------------------------------------------------------|---------------------------------------------------------|
| _____ Garbage cans out to curb too early | _____ Parking of vehicles, trailers, boats, RV's, |
| _____ Garbage cans at curb too long after pick up | _____ etc prohibited by covenants |
| _____ Garbage cans visible from street | _____ Service of vehicle on lot in excess of 24 hrs |
| _____ Building/Other material left on property/turf too long : _____ | _____ Trash/trash cans, recyclables, yard waste in road |
| | _____ Non-approved structure placed on lot |

Homeowners have 30 days for the first violation, Thereafter, homeowners will have 15 days for the second and third violations, pursuant to the governing documents. If any questions arise, please refer to the community covering documents. Failure to take immediate corrective action may result in the issuance of final violations and fines.



Homeowners Association of Clay County, Inc.
Post Office Box 1107, Middleburg, Florida 32050-1107

READ CAREFULLY! THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS!

This Release and Waiver of Liability (the "Release") executed on this ____ day of _____, 20____, by _____ (the "Volunteer") and Hillside Homeowners Association of Clay County, Inc, (Hillside HOA) nonprofit corporation, their directors and officers.

The Volunteer desires to work as a volunteer for and engage in the activities related to being a volunteer _____(the "Activities").

The Volunteer hereby freely, voluntarily, and without duress executes this Release under the following terms:

1. Release and Waiver. Volunteer does hereby release and forever discharge and hold harmless Hillside HOA and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from Volunteer's Activities. Hillside HOA Volunteer understands that this Release discharges Hillside HOA from any liability or claim that the Volunteer may have against Hillside HOA with respect to any bodily injury, personal injury, illness, death, or property damage that may result from Volunteer's Activities whether caused by the negligence of Hillside HOA or its officers or directors. Volunteer also understands that Hillside HOA does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.
2. Medical Treatment. Volunteer does hereby release and forever discharge Hillside HOA from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Volunteer's Activities.
3. Assumption of the Risk. The Volunteer understands that the Activities include work that may be hazardous to the Volunteer, Volunteer hereby ex-

pressly and specifically assumes the risk of injury or harm in the Activities and releases Hillside HOA from all liability for injury, illness, death, or property damage resulting from the Activities.

4. Insurance. The Volunteer understands that, Hillside HOA does not carry or maintain health, medical, or disability insurance coverage for any Volunteer. Each Volunteer is expected and encouraged to obtain his or her own medical or health insurance coverage.

5. Other. Volunteer expressly agrees that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Florida and that this Release shall be governed by and interpreted in accordance with the laws of the State of Florida. Volunteer agrees that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

IN WITNESS WHEREOF, Volunteer has executed this Release as of the day and year first above written.

Witness: _____

Volunteer: _____