

RULES AND REGULATIONS
OF THE HAMMOCKS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

The following Amended Rules and Regulations have been promulgated by the Hammocks Townhomes Homeowners Association, Inc. Board of Directors (the "Board") pursuant to the authority granted by Sections 2.3 and 8.31 of the Declaration of Covenants and Restrictions for of the Hammocks (the "Declaration") as recorded in OR Book 15987, Page 0458, *et seq.* of the Public Records of Hillsborough County, Florida and as amended and by Article 3, Section 3.2.4 of the Articles of Incorporation of the Hammocks Townhomes Homeowners Association, Inc., as amended (the "Articles").

Sections 2.3 and 8.31 of the Declaration set forth the power of the Association to adopt and enforce these Rules and Regulations as follows:

2.3 Powers of the ASSOCIATION. The Association shall have all of powers indicated or incidental to those contained in its ARTICLES and BYLAWS. In addition, the ASSOCIATION shall have the power to enforce this DECLARATION and shall have of the powers granted to it by this DECLARATION. By this DECLARATION, the SUBJECT PROPERTY is hereby submitted to the jurisdiction of the ASSOCIATION.

8.31 Rules and Regulations. The APPROVING PARTY may adopt additional reasonable rules and regulations relating to the use, maintenance and operation of the SUBJECT PROPERTY. Copies of such rules and regulations and amendments shall be furnished by the APPROVING PARTY to any OWNER upon request.

Article 3, Section 3.2.4 of the Articles further states that the Association shall have the power and duty "[t]o make, establish and enforce reasonable rules and regulations governing the use of COMMON AREAS, LOTS, UNITS and other property under the jurisdiction of the Association."

At a duly noticed meeting of the Board, at which a quorum of the Board was present, held on the 17th day of April, 2018 in the manner required by the Association's governing documents, the Board did cast their votes in favor of these Rules and Regulations. Pursuant to section 720.303(4), Florida Statutes, a copy of these Rules and Regulations shall be maintained in the Association's official records. These Rules and Regulations have been formulated to provide criteria for consistent decisions by the Board and by any agent of the Association, to provide guidance to Owners, occupants, lessees and invitees residing in or visiting the Subject Property and to promote the health, happiness and welfare of residents. These Rules and Regulations, together with the Declaration, the Articles, and the Bylaws of Hammocks Townhomes Homeowners Association, Inc., shall be referred to herein as the "Governing Documents". All definitions of terms set forth in the Governing Documents are incorporated herein by reference.


The Board of Directors

Michael J. Hunkle
Name

04/17/2018
Date

President
Title

ENFORCEMENT OF RULES AND REGULATIONS

All Rules and Regulations stated herein will be enforced at the discretion of the Board of Directors. Monetary fines and other sanctions for violations of these Rules and Regulations will be levied in compliance with Section 13 of the Declaration.

These Rules and Regulations will be in effect until amended, added to or repealed by the Board at a regular or special meeting convened for such purpose.

LEASING:

No portion of a Unit (other than an entire Unit) may be leased.

No Unit shall be leased unless the lease is approved in writing by the Association.

Any Owner wishing to lease his or her unit must complete a Lease Application, in a form approved by the Association. The Lease Application shall provide the name, address, telephone number and social security number of the proposed tenant(s) and all intended occupants of the Unit, together with such other information as the Board of Directors for the Association may reasonably require. The completed Lease Application, together with an executed copy of the proposed lease, all application fees and a Lease Addendum in a form approved by the Association and signed by the Owner(s) and all proposed tenants, must be sent by registered or certified mail to the Board's attention at the Association's principal address. The foregoing must be received by the Association at least thirty (30) days in advance of the effective date of the proposed lease. The Lease Application and Lease Addendum may be obtained by contacting the Association's management company.

All rental applications shall be accompanied by an application fee of one hundred dollars (\$100.00) per occupant, plus an additional fifty dollars (\$50.00) for each additional resident over the age of 18 when a unit is occupied by more than two (2) adults. Notwithstanding, a husband and wife or parent and dependent child shall be charged only one fee of one hundred dollars (\$100.00). If an applicant is not a U.S. citizen, the owner will be charged the current rate for an international background check.

No lease shall be modified extended or assigned, nor may any tenant assign his or her interest nor sublet the Unit without the prior written consent of the Association. Renewals, extensions of leases, and/or multiyear leases are subject to re-approval by the Association annually. If a rental application is submitted for the renewal of a lease or sublease to the same lessee or sublessee, no application fee shall be necessary.

The Association may reject a lease on any reasonable grounds which may include, but are not limited to, the following:

- a) prior conviction of, or plea of no contest, to a misdemeanor charge in connection with a drug or weapon offense, violent crime, or sex offense by the proposed lessee or any proposed occupant of the Unit within the last ten (10) years;
- b) prior conviction of, or plea of no contest, to a felony criminal charge by the proposed lessee or any proposed occupant of the Unit;
- c) a history evidencing actions taken by the applicant or any proposed occupant which show a disregard for, or indifference concerning, rules and regulations associated with community living;
- d) a history evidencing financial irresponsibility, including, but not limited to, claims and/or judgments against the applicants;

- e) noncompliance by either the Owner or proposed tenant with any provision of the Governing Documents, including, without exclusion,
 - i. an Owner or tenant's delinquency in the payment of any monetary obligation owed to the Association;
 - ii. noncompliance with the pet restrictions set forth in section 8.21 of the Declaration; and/or
 - iii. noncompliance with the occupancy restrictions set forth in section 8.18 of the Declaration;
- f) Misrepresentation of any fact set forth in the Rental Application.
- g) The Board shall have the authority to require a personal interview of an applicant as part of the approval process.

Owners must provide all potential lessees with a copy of the Governing Documents. The Lessee and all proposed occupants residing in the Unit under the lease must agree to abide by the Governing Documents.

Pursuant to Section 13.5 of the Declaration, each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in the Unit, and for all guests and invitees of the Owner of any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas or other Lot or Unit, or any liability to the Association, the Owner shall be assessed for the same. In addition, the Owner and any person residing his Unit, including all guests and invitees of the Owner of any such resident shall be personally liable for any damage to the Common Areas or other Lot or Unit.

The Association shall have the right to terminate any lease for a Unit within the Subject Property as set forth in Section 13.6 of the Declaration which states as follows:

13.6 Right of ASSOCIATION to Evict Tenants, Occupants, Guests and Invitees.

With respect to any tenant or any person present in any UNIT or any portion of the SUBJECT PROPERTY, other than an OWNER and the members of his immediate family permanently residing with him in the UNIT, if such person shall materially violate any provision of this DECLARATION, the ARTICLES, or the BYLAWS, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the SUBJECT PROPERTY, or shall willfully damage or destroy any COMMON AREAS or personal property of the ASSOCIATION, then upon written notice by the ASSOCIATION such person shall be required to immediately leave the SUBJECT PROPERTY and if such person does not do so, the ASSOCIATION is authorized to commence an action to evict such tenant or compel the person to leave the SUBJECT PROPERTY and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable OWNER and the ASSOCIATION may collect such ASSESSMENT and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the ASSOCIATION.

If any tenant or other person residing in the Unit, or any invitee or guest of the Owner or of any resident fails to comply with the Governing Documents, the Association shall have the right to take any action against the tenant which the Association may be entitled under Florida law or under the Governing Documents to take against the Owner of the Unit. Such rights may include, but are not limited imposing fines against the resident and suspending the resident's right to use or access any common facilities.

In the event that the Association removes any tenant or other person residing in the Unit, or otherwise takes action against any tenant, any person rising in the Unit or any guest or invitee of a resident of the Unit to

enforce the Governing Documents, the Association shall not be liable to the tenant, resident, guest, invitee or Owner for any loss or damages arising from or connected therewith.

If the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand, in writing, that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Unit have been paid in full and the Association has released the tenant or until the tenant discontinues tenancy of the Unit. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association. Pursuant to section 8.15.2 of the Declaration, the balance of any payment from the tenant shall be forwarded to the owner/lessor at such address as the owner/lessor may designate in writing or at such address as the Association has on record for the Owner/lessor.

All leases for Units within the Subdivision shall include or shall be deemed to include a Lease Addendum, in a form approved by the Association, which incorporates the Association's Governing Documents into the lease. The Lease Addendum shall provide as follows:

This lease shall not be valid unless approved in writing by the Hammocks Townhomes Homeowners Association, Inc. The Declaration of Covenants and Restrictions for the Hammocks Townhomes Homeowners Association, Inc., the Articles of Incorporation of the Hammocks Townhomes Homeowners Association, Inc., the Bylaws of the Hammocks Townhomes Homeowners Association, Inc., and the Rules and Regulations of the Hammocks Townhomes Homeowners Association, Inc. (together the "Governing Documents") are incorporated into this lease. Tenant(s) acknowledge that they have read and understand the Governing Documents.

If any tenant or any guest or invitee of the tenant shall materially violate any provision of the Governing Documents, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Subject Property, or shall willfully damage or destroy any Common Areas or personal property of the Association or of any Owner within the Subject Property, then upon written notice by the Association such person shall be required to immediately leave the Subject Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Subject Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner and tenant.

In addition, if the tenant or any guest invitee of the tenant fails to comply with the Governing Documents, the Association shall have the right to take any action against the tenant which the Association may be entitled under Florida law or under the Governing Documents to take against the Owner of the Unit. Such rights may include, but are not limited imposing fines against the tenant and suspending the tenant's right to use or access any common facilities.

If the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the parcel have been paid in full and the Association has released the tenant or until the tenant discontinues tenancy in the parcel. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association. The balance of any payment from the tenant once all monetary obligations are paid in full shall be forwarded

to the owner/lessor at such address as the owner/lessor may designate in writing or at such address as the Association has on record for the Owner/lessor. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the lessee directly to the owner/lessor. This right may be exercised by the Association at any time the owner shall become delinquent. If the tenant, upon receipt of written demand, fails or refuses to pay a monetary obligation as set forth herein, the Association shall have the right to sue for eviction.

A tenant does not, by virtue of his or her tenancy, have any of the rights of a parcel owner to vote in any election or to examine the books and records of the association.

All Owners and tenants shall provide the Association with written notice of any guest or invitee who will reside in the property for more than thirty (30) consecutive days. Such notice shall state the name and age of the proposed occupant, the relationship of the proposed occupant to the Owner or tenant, and the length of time during which the proposed occupant will reside in the Unit.

The Hammocks Townhomes Homeowners Association, Inc. Lease Application

*** This application must be completed by the Owner of the Unit or the proposed lessee and returned to the Association with an application fee of one hundred dollars (\$100.00) per occupant, plus an additional fifty dollars (\$50.00) for each additional resident over the age of 18 when a unit is occupied by more than two (2) adults, and an executed Lease Addendum and a executed copy of the proposed lease. (A husband and wife or parent and dependent child shall be charged only one fee of one hundred dollars (\$100.00)).

Address of Unit to be leased: _____

Lease Term From: _____ To: _____

Unit Owner(s) _____

Unit Owner(s) Phone: Home _____ Work: _____ Cell: _____

Tenant Information

Tenant's Name _____

Tenant's Current Address _____

Tenant's Social Security Number _____

Tenant's Phone: Home _____ Work: _____ Cell: _____

Please list two (2) Character References.

(1) Name: _____

Telephone Number: _____

Relationship to the tenant: _____

(2) Name: _____

Telephone Number: _____

Relationship to the tenant: _____

Please list any persons under the age of eighteen (18) who will occupy the unit under the lease.

Name(s): _____

Age(s): _____

Relationship to Tenant: _____

***If more than one tenant will occupy the Unit under the proposed lease, please complete the foregoing information for each tenant.

By signing this application, I acknowledge that I have reviewed the Declaration of Covenants and Restrictions for the Hammocks Townhomes Homeowners Association, Inc., the Articles of Incorporation of the Hammocks Townhomes Homeowners Association, Inc., the Bylaws of the Hammocks Townhomes Homeowners Association, Inc., and the Rules and Regulations of the Hammocks Townhomes Homeowners Association, Inc. (together the "Governing Documents") and I agree to abide by and comply with all covenants, conditions and restrictions contained therein.

Pursuant the Fair Credit Reporting Act, 15 U.S.C., Section 1681, et seq., please be advised that the Association may obtain a consumer credit report and background check on the individual(s) listed in this application. By submitting this completed application, you hereby consent to

the Association obtaining a consumer credit report and background check and making inquiry of the references given on this application. Further, by signing below, you acknowledge that the Association shall make every effort to maintain the confidentiality of the consumer credit report and background check and the information contained therein, and you agree to hold the Association and its officers, directors, employees, and agents harmless from any and all liability arising from the acceptance and use of any information received and relied upon by the Association from any investigative or credit agency.

Signature of Tenant: _____ Date: _____

Signature of Owner: _____ Date: _____

Addendum to Lease
Hammocks Townhomes Homeowners Association, Inc.

This lease shall not be valid unless approved in writing by the Hammocks Townhomes Homeowners Association, Inc. The Declaration of Covenants and Restrictions for the Hammocks Townhomes Homeowners Association, Inc., the Articles of Incorporation of the Hammocks Townhomes Homeowners Association, Inc., the Bylaws of the Hammocks Townhomes Homeowners Association, Inc., and the Rules and Regulations of the Hammocks Townhomes Homeowners Association, Inc. (together the "Governing Documents") are incorporated into this lease. Tenant(s) acknowledge that they have read and understand the Governing Documents.

If any tenant or any guest or invitee of the tenant shall materially violate any provision of the Governing Documents, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Subject Property, or shall willfully damage or destroy any Common Areas or personal property of the Association or of any Owner within the Subject Property, then upon written notice by the Association such person shall be required to immediately leave the Subject Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Subject Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner and tenant.

In addition, if the tenant or any guest invitee of the tenant fails to comply with the Governing Documents, the Association shall have the right to take any action against the tenant which the Association may be entitled under Florida law or under the Governing Documents to take against the Owner of the Unit. Such rights may include, but are not limited to imposing fines against the tenant and suspending the tenant's right to use or access any common facilities.

If the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the parcel have been paid in full and the Association has released the tenant or until the tenant discontinues tenancy in the parcel. The tenant shall be given a credit against rents due to the landlord in the amount of assessments paid to the Association.

The balance of any payment from the tenant once all monetary obligations are paid in full shall be forwarded to the owner/lessor at such address as the owner/lessor may designate in writing or at such address as the Association has on record for the Owner/lessor. At such time as the delinquency no longer exists, the Association shall cease the demand and payments shall again be made by the lessee directly to the owner/lessor. This right may be exercised by the Association at any time the owner shall become delinquent. If the tenant, upon receipt of written demand, fails or refuses to pay a monetary obligation as set forth herein, the Association shall have the right to sue for eviction.

Signature of Tenant: _____ Date: _____

Signature of Owner: _____ Date: _____

Air Conditioning Units:

Only central air conditioning is permitted. No window, wall, or portable units are allowed.

Architectural Review Committee:

Any exterior modifications must be approved by the Architectural Review Committee (ARC). Approved specs and forms may be obtained from the Association's management company.

Automobiles, Vehicles, and Boats:

Members and their guests/tenants are prohibited from parking a motor vehicle or trailer, motorcycle on/in the streets of the Hammocks in excess of four (4) continuous hours. Vehicles parked in repeated violation of this Rule are subject to towing at the owner's expense.

Parking a motor vehicle and/or trailer anywhere on the common grounds of the Hammocks and/or upon any homeowner lot with its wheels wholly or partially upon grass and/or landscaping is prohibited.

Any automobile, trailer or motor vehicle parked with its wheels wholly or partially on the grass or landscaping of the common property of the Association is subject to towing at the owner's expense.

Only operable vehicles with current license plates, registration and statutory insurance coverage may be operated on the streets of The Hammocks and/or parked/stored on any lot.

Only automobiles, vans, pick up trucks and other vehicles manufactured and used as private passenger vehicles may be parked on the property, unless kept out of site within an enclosed garage.

No truck with more than 2 axles, recreational vehicles, camper, trailer, boat or vehicle other than a passenger vehicle as described above may be parked in driveways or association property.

The owner or resident may not keep more than 2 passenger vehicles on the property on a permanent basis unless approved in writing by the Board of Directors.

All vehicles must be in good condition and repair, have a current registration.

No major repair of vehicles is allowed on the property.

All motorcycles, motorbikes, mopeds, all terrain vehicles must be licensed for street use.

Basketball Backboards:

No permanently installed basketball backboards are allowed. Portable basketball backboards are allowed however, they must be stored out of sight when not in use.

Business and Commercial Use:

Any trade, business, profession or commercial activity that requires visitation by clients or patients is not permitted.

Clotheslines and Outside Clothes Drying:

Clotheslines must be portable and removed from view when not in use.

Common Areas:

Owners and residents are not allowed to store any items on association property.

Driveways:

No asphalt or gravel driveways, walkways or sidewalks are allowed. All driveways and walkways must be constructed of concrete, stamped concrete or brick pavers. All driveway and walkway installations or replacements must be approved by the ACC.

Fences:

All fences must be constructed in accordance with the Association fence guidelines and must be approved by the Architectural Review Committee.

Garages:

Garages may not be enclosed and no garages, or portions of garages, may be converted into living or storage areas. Garages must remain closed when not in use.

Garbage & Trash:

Only those units authorized for curbside garbage pickup may place trash at the curb for pickup. Trash placed at the curb is only allowed from 5pm the day prior to scheduled pickup. Trash cans must be removed from the curb the day of scheduled pickup. Trash bags are not allowed.

Owners and residents with authorized trash pickup may not use any compactor/dumpster located on association property.

Owners and residents of units without authorized curbside pick up (non-garage units) must use the compactor/dumpster on association property in accordance with the posted rules. All trash bags must be placed inside the compactor/dumpster.

No furniture may be placed in the compactor/dumpster and no furniture or large items may be left outside the compactor/dumpster. Any resident leaving items outside the compactor/dumpster may incur charges for pickup and disposal.

Lakes, Ponds, Canals:

No swimming or boating is allowed in any body of water on Association property.

Mailboxes:

No mailboxes are allowed on homeowner lots.

Outside Storage of Personal Property:

All personal property must be stored inside a resident's unit, behind a fence, or a walled-in yard. The exceptions are patio furniture, grills and playground equipment. These items must be kept in the rear of the property and must be in good condition.

Playground Equipment:

All requests to install playground equipment must be approved by the ARC.

Pets:

No animals, livestock or poultry of any kind are allowed. Common household domestic pets are allowed. 2 pets weighing up to 50 pounds each are allowed. If the pet weighs over 50 pounds, only one is allowed per unit.

No pit bull terriers are allowed.

Only dogs and cats are permitted outside the enclosed air conditioning space of a unit. Dogs will only be allowed in a screened-in patio or porch when a unit owner or resident is present in the unit.

Dogs, in accordance with Hillsborough County laws, must be on a leash.

All dog owners are responsible to dispose of pet's waste.

No commercial breeding of pets is allowed.

Pets may not be an unreasonable nuisance or annoyance to other Association residents.

Any violation of these rules may result in a fine or a request to remove the pet.

Portable Buildings:

Portable storage, sheds, or tents are not allowed to include POD type units.

Recreational Facilities:

Owners, residents and guests must follow all posted rules on all association recreational property.

Signs:

Signs may not be placed anywhere on a unit, including yards, building and windows. This includes "for sale" and "for rent" signs.

Pools and Spas:

Installation of pools or spas require approval by the ARC.

Window Treatments:

Newspaper, aluminum foil, sheets or other temporary window treatments are not allowed.

Fitness Center Rules and Regulations

1. Exercise shoes, gym shorts, T-shirts, sweats or aerobics outfits are the only attire allowed in the weight room and cardio areas. No street clothes, sandals or black-soled shoes. Closed-toe shoes are required in the fitness center.
2. Use your workout towel to wipe sweat from weights, benches and other equipment.
3. Re-rack the weights you have used when you finish each exercise.
4. Share equipment and let others work in when doing multiple sets.
5. No alcohol, drugs (including steroids) or smoking inside the gym.
6. Courtesy, decorum, and good sportsmanship must prevail at all times. No inappropriate conduct or language that is distracting or offensive to other members. This includes abusive, offensive, insulting, profane or demeaning language. Members should always seek to enhance the enjoyment of the facilities for the benefit of everyone.
7. Parents are responsible for the actions and behavior of their children. Children who are too young to understand and conform to club rules must be accompanied by an adult while using the facilities, or supervised by a responsible babysitter. You must be 16 years or older to use the equipment.
8. Beverages are allowed on the floor if they are in a spill-proof container. No food is allowed.
9. Pets are not allowed in the fitness center.
10. The club shall not be liable for lost or stolen items of personal property. It is highly recommended that members secure their valuable property in their cars or lockers.
11. Members are responsible for the behavior and attire of their guests. It also falls to the inviting member to familiarize their guests with club rules and policies.
12. Please, no bare feet or wet swimming suits in the fitness center. Cover-ups must be worn over bathing suits. A towel is not considered to be an appropriate cover-up.
13. Do not use your cell phones while in the fitness center.