

This instrument prepared by
and when recorded return to:

Clinton S. Morrell, Esq.

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

This Certificate of Amendment to The Rules and Regulations of The Hammocks Townhomes Homeowners Association, Inc. is made by The Hammocks Townhomes Homeowners Association, Inc. (the "Association").

WHEREAS, the Association is a nonprofit corporation duly organized and existing under the laws of the State of Florida which is governed by Chapter 720, Florida Statutes, and the Declaration of Covenants and Restrictions of The Hammocks Townhomes Homeowners Association, Inc., recorded in Official Records Book 15987, Page 0458, *et seq.*, of the public records of Hillsborough County, Florida, as amended from time to time ("Declaration");

WHEREAS, Sections 2.3 and 8.31 of the Declaration authorize the Association to adopt Rules and Regulations governing The Hammocks Townhomes;

WHEREAS, at a duly noticed meeting of the Board of Directors of the Association, at which a quorum was present, held on the 1st day of November, 2022, in the manner required by the Association's governing documents, the Board of Directors voted to approve The Rules and Regulations of The Hammocks Townhomes Homeowners Association, Inc. ("Rules and Regulations"), attached hereto as **Exhibit A**;

NOW, THEREFORE, the Association hereby declares and certifies as follows:

1. The foregoing recitals are true and correct.
2. All initially capitalized terms not defined herein or in the Rules and Regulations shall have the meaning set forth in the Declaration.
3. In the event that there is a conflict between the Rules and Regulations and the Declaration, the Declaration shall control.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal as of 18th
day of November, 2022.

**THE HAMMOCKS TOWNHOMES
HOMEOWNERS ASSOCIATION, INC.**

By: Kathy Perry

Print: Kathy Perry

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐
online notarization this 13th day of December, 2022 by Kathy Perry as President for The
Hammocks Townhomes Homeowners Association, Inc., who is ☒ personally known to me, or ☐ has
produced _____ as identification.

Dawn Archambault

Notary Public

Print Name: Dawn Archambault



DAWN ARCHAMBAULT
Commission # HH 199810
Expires January 24, 2026

RULES AND REGULATIONS

OF THE HAMMOCKS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.

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

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.

I. ENFORCEMENT OF RULES AND REGULATIONS

1. All Rules and Regulations stated herein will be enforced. Monetary fines and other sanctions for violations of these Rules and Regulations may be levied in compliance with Section 13 of the Declaration, without exclusion of other remedies including, but not limited to, filing litigation to enjoin further violations.
2. 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.

II. LEASING:

1. The provisions of this provision shall apply to all leases, licenses or other rental agreements, including (but not limited to) peer to peer online rental platforms (VRBO, AirBnB, etc.) and any other arrangements under which an owner receives consideration in exchange for use of his or her Lot (hereinafter referred to as a "Lease").
2. Any Owner wishing to Lease his or her Unit must complete a Lease Application in a form approved by the Association. A copy of the Association's approved Lease Application can be obtained from the Association's manager.
3. Each Lease must include a Uniform Lease Addendum in the form attached to the Lease Application.
4. The completed Lease Application, along with 1) a copy of the proposed Lease incorporating the Uniform Lease Addendum; 2) commercially available USA nationwide background check for each tenant or occupant over the age of 18 and 3) a \$100.00 application fee payable to the Association, should be sent by registered or certified mail

to the Board's attention at the Association's principal mailing address or delivered personally to the Association's licensed community association manager, at least thirty (30) days in advance of the commencement of the Lease term. Other methods of delivery, such as email, are also acceptable, so long as the Association acknowledges receipt in writing, in which case the date of delivery shall be considered the date the Association acknowledges receipt.

5. In order to ensure security of persons and property within The Hammocks, the Association may deny approval of a lease to any individual who has pled guilty to or otherwise been adjudicated guilty within the past seven (7) years of any felony involving violence, theft, property damage or sexual misconduct, or any person who has been incarcerated as a result of such convictions within the past five (5) years, whichever is greater. In determining whether such conviction(s) warrant(s) denial of a lease application, the Association shall consider, to the extent information is provided by the Home Owner or prospective tenant, without exclusion, the following factors:
 - a. The facts or circumstances surrounding the conviction(s);
 - b. The age of the individual at the time of conviction(s);
 - c. The total number of convictions (whether or not within the seven (7) year period);
 - d. The record and conduct of the individual subsequent to the conviction(s);
 - e. Evidence of rehabilitation efforts;
 - f. Character references; and
 - g. Any other relevant factors.

It shall be the duty of the Home Owner and/or prospective tenant to provide the Association with any information or documentation to be considered alongside a history of a potentially disqualifying conviction(s) at the time of application for lease approval. Any prospective tenant whose lease application is denied due to potentially disqualifying criminal convictions who disputes that such convictions occurred may request reconsideration by the Association. Upon such request, the Association will consider any information or documentation provided by the prospective tenant and notify the Home Owner and/or prospective tenant of its decision.

6. Notwithstanding the above, the above, no person who has been convicted of the illegal manufacture or distribution of a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802) will be approved to lease in The Hammocks, without regard to when such conviction occurred.
7. If an Owner or prospective tenant provides false or misleading information or documentation to the Association in connection with the Lease Application, the Association may deny such Lease Application without further cause.
8. Upon receipt of the Lease Application and all other requirement information and documentation, the Board or its agent will approve or disapprove the Lease within ten (10) business days.

9. If a prospective tenant is a servicemember, as defined by § 250.01, Florida Statutes, the Owner or prospective tenant shall notify the Association at the time the Lease Application is submitted to the Association. The Association will complete its review and provide written notification of acceptance or denial of a prospective lease to a service member within seven (7) days, and in case of denial will provide a reason for the denial.
10. If a lease is modified, extended, renewed or assigned, or if a tenant assigns his or her interest or sublets the Unit, such modification, extension, renewal, assignment or sublease shall be subject to Association approval, and a copy of such modification, extension, renewal, assignment or sublease shall be provided to the Association, along with a completed Lease Application.
11. No portion of a Unit (other than an entire Unit) may be Leased.
12. No bed and breakfast facility may be operated out of a unit.
13. No Unit shall be rented for a period of less than six (6) months.
14. Owners shall not be entitled to utilize the Association Common Elements during the lease term unless all tenants have waived the right to utilize such Common Elements, in which case the tenants shall not be entitled to utilize the Association Common Elements.
15. Owner must provide all potential lessees with a copy of the Governing Documents. The lessee and all occupants residing in the Unit under the lease must agree to abide by the Governing Documents, and by residing in the Unit shall be deemed to have so agreed.
17. If the tenant or any invitee of the tenant fails to comply with the Governing Documents, the Association shall have the right to take any action against the tenant or invitee which the Association may be entitled to take against the Owner under Florida law or under the Governing Documents. Such rights may include, but are not limited to, imposing fines against the tenant or invitee.
18. Each Owner and tenant shall be responsible for the acts and omissions, whether negligent or willful, of any tenant or person residing in the Unit, and for all guests and invitees of any such tenants or residents, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Elements, Units, or any liability to the Association, the Owner, tenant and/or resident shall be jointly liable for the same and shall defend, indemnify and hold harmless the Association. The Association will seek to recover from the Owner and any person residing in the Unit, including all guests and invitees of any such resident, jointly and severally, for any damage to the Common Elements or Units to the fullest extent permitted by Florida law and the Association's governing documents.
19. All Owners and tenants shall provide the Association with written notice of any guest or invitee who is not identified on the lease application and who will reside in the property for more than 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.

20. A tenant does not, by virtue of his or her tenancy, have any of the rights of an Owner to vote in any election or to examine the books and records of the Association.
21. 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.
22. Owners are responsible for providing approved tenants with pool and gate access, mailbox keys, assigned mailbox number information and garage door openers.

III. AIR CONDITIONING UNITS:

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

IV. ARCHITECTURAL REVIEW COMMITTEE:

1. 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.

V. AUTOMOBILES, VEHICLES, AND BOATS:

1. 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.
2. 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.
3. No overnight parking is permitted on any street, lawn or areas other than driveways and garages. Daytime parking on any unpaved area is prohibited.
4. 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.
5. All vehicles must be in good condition and repair, have a current registration.
6. No major repair of vehicles is allowed on the property.
7. All motorcycles, motorbikes, mopeds, all terrain vehicles must be licensed for street use.

VI. BASKETBALL BACKBOARDS:

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

VII. BUSINESS AND COMMERCIAL USE:

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

VIII. CLOTHESLINES AND OUTSIDE CLOTHES DRYING:

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

IX. COMMON AREAS:

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

X. DRIVEWAYS:

1. 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.

XI. FENCES:

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

XII. GARAGES:

1. 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.

XIII. GARBAGE & TRASH:

1. 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.
2. Owners and residents with authorized trash pickup may not use any compactor/dumpster on association property.
3. 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.

4. 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.

XIV. LAKES, PONDS, CANALS:

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

XV. MAILBOXES:

1. No mailboxes are allowed on homeowner lots.

XVI. OUTSIDE STORAGE OF PERSONAL PROPERTY:

1. 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.

XVII. PLAYGROUND EQUIPMENT:

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

XVIII. PETS:

1. 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.
2. No pit bull terriers are allowed.
3. Only dogs and cats are permitted outside the enclosed air conditioning space of a unit.
4. Dogs will only be allowed in a screened-in patio or porch when a unit owner or resident is present in the unit.
5. Dogs, in accordance with Hillsborough County laws, must be on a leash.
6. All dog owners are responsible to dispose of pet's waste.
7. No commercial breeding of pets is allowed.
8. Pets may not be a unreasonable nuisance or annoyance to other Association residents.
9. Any violation of these rules may result in a fine or a request to remove the pet.

XIX. PORTABLE BUILDINGS:

1. Portable storage, sheds, or tents are not allowed.

XX. RECREATIONAL FACILITIES:

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

XXI. SIGNS:

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

XXII. POOLS AND SPAS:

1. Installation of pools or spas require approval by the ARC.

XXIII. WINDOW TREATMENTS:

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

XXIV. FITNESS CENTER

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. Share equipment and let others work in when doing multiple sets.
4. No alcohol, drugs (including steroids) or smoking inside the gym.
5. 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.
6. Owners, Residents and Guests are responsible for the actions and behavior of all persons in their custody. Persons who are incapable of understanding and conforming to club rules must be supervised while using the facilities. You must be 16 years or older to use the equipment.
7. Beverages are allowed on the floor if they are in a spill-proof container. No food is allowed.
8. Pets are not allowed in the fitness center.

9. 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.
10. 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.
11. 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.
12. Do not use your cell phones while in the fitness center.