

## HAMMOCKS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS

Rules and Regulations are part of the Declaration and are put in place to maintain property values and help in the peaceful coexistence of the residents of our community. They can also serve to more fully explain a restriction that may be less than clear.

The Board of Directors, pursuant to Article III, Section 3 of the Declaration, may make and enforce reasonable rules and regulations governing the use of the Property, which rules and regulations shall be consistent with the rights and duties established by the Declaration.

Pursuant to FL Statute 720.305, the Association may impose and levy fines against its members for violation of the Rules and/or the Declaration of Covenants, Restrictions and Easements. A Fining Committee will be appointed by the Board of Directors to make recommendations as to notice/hearing/fine procedures.

The Association, may pursuant to Section 720.305, Florida Statutes (as amended or renumbered from time to time) impose fines and/or suspensions against a homeowner and/or the homeowner's tenant, occupant or invitee, for failure to comply with the provisions of the Association's governing documents, including the Rules and Regulations. A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation (currently limited to \$100 per day) with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law (currently \$1,000). The party against whom the fine or suspension is sought to be levied shall be provided written notice thereof (at least 14 days notice) and afforded an opportunity for a hearing before a committee of at least three (3) other homeowners. If the party sought to be fined is not the homeowner, the Association shall notify the owner of the violation and the intent to fine.

The party against whom the fine is sought (and the homeowner if the offending party is a tenant, guest or invitee) shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of homeowners appointed by the Board, which may not include Board members, relatives of Board members or persons residing in a Board member's household. If the Committee does not agree with the fine, the fine may not be levied. Homeowners are jointly and severally liable for the payment of fines levied against Tenants, Guests, Invitees, or other Occupants.

In addition, the Board has established a new form, (Form HHOA-109), that must be used by all homeowners for any and all proposed changes to a homeowners property. A copy of that form can be acquired from the property management company or from a member of the Deed Restrictions Committee. A copy of this form appears at the end of these Rules and Regulations.

### Disclaimer

***There are, in addition to the rules and regulations, other possibilities where a change to the homeowner's property may cause a deviation from our general appearance standards in the Hammocks. The homeowner should therefore not assume that such a change, not mentioned in the following would automatically be approved. All such change requests should be presented to the property management company using Form HHOA-109 for consideration.***

The Hammocks Homeowners Association  
Board of Directors

Date Adopted: 1/19/2012

***SIMPLY PUT REQUEST APPROVAL FOR EVERYTHING YOU DO ON THE OUTSIDE OF  
YOUR HOME***

**Section I**

**Exterior Building Additions and Modifications**

- Awnings:** See Art VI, Sec. 1 and 2. Maintenance and Repair of Dwelling Unit  
Awnings may be attached to Hammocks residences on rear windows and doors only.
- Concrete Patios:** See Art VI, Sec.1 and 2.  
Requires County Building Permit to enlarge or enclose.
- Decks:** Wooden decks are not allowed.
- Emergency Generators:** May require County Permit.  
Contact Property Management company
- Exterior Wall Mountings:** Requires HOA approval.
- Gates:** Requires HOA approval.
- Lanai Enclosure:** See Art. VI, Sec. 1 and 2.  
Requires County Building Permit to enclose with glass or Vinyl windows or doors.  
The installation of Vinyl or Acrylic panels must comply with Florida Building Code 2002.3.3
- Painting/Roofing:** Section I  
Painting/Roofing: See Art VII, Use Restrictions Sec. 5.  
Front entrance door and garage door colors are to match approved base or trim colors only of the dwelling. (No checker board painting of doors)  
  
All repainting of the structure, including trim and front and garage door, whether using the existing colors or changing to another color required prior approval.  
**Note:** No metal roofs allowed.
- Screens:** Entry door and garage door screens. Adding or replacing needs approval.
- Shutters, Decorative:** To match base or trim colors of dwelling, approval required.

**Solar Panels:** Allowed, but with stipulations.  
May require County Building Permit.  
See FL Statute Title XI, Chapter 163.04

**Spas & Hot Tubs:** Approval required  
Privacy concerns shall be considered prior to installation such as privacy screening on enclosures or surrounding shrubbery.  
Private swimming pools not allowed.

**Shutters, Hurricane:** Hurricane Shutter Installation  
The homeowner shall, prior to installation, submit a request for approval, using Form HHOA-1009, to the property management company.  
Include an outline or a manufacturers brochure of the shutter system to be installed. Deposit the request in the Hammocks (HOA) box at the wall near the entrance to Sugarmill Woods.

The choice of hurricane shutters will be limited based on color and the method of mounting, so as not to detract from the aesthetics of the community. White or the base color of the home will be acceptable.

Metal shutters that have an attachment to the home will require a building permit from Citrus County prior to installation. Generally the installing company is responsible for securing the permit. The permit must be posted at the time of installation.

Hurricane shutters may be attached or closed when a **HURRICANE WATCH IS ISSUED FOR THE LOCAL AREA**

Shutters must be opened or detached with **48** hours after the storm has passed.

A unit left shuttered for long periods of time is unattractive, may invite theft and devalues the building and the community as a whole.

Hammocks homeowners who are expected to be away when hurricanes threaten must find a friend, neighbor or business to install the shutters when the **WATCH** has been issued and to remove them once the storm has passed.

**Section II**  
**Landscaping, Lawns, Trees & Shrubs**

**Article VII, Sec. 3 of the Declaration**  
**Homeowners are cautioned that damage**  
**to the sprinkler system during any**  
**landscape changes will be the responsibility**  
**of the homeowner.**

- Flower Beds:** See Art. VII, Use Restrictions Sec 3 (c ).  
No additional flower beds or extensions to existing flower beds are to be established without prior approval of the Association.
- Curbing:** Edging or curbing around trees or flower beds shall be limited to concrete curbing or a black plastic edging material. Various kinds of landscape block are not allowed in front or sides of dwellings. Landscape curbing requires approval.
- Driveways & Walks:** See Art. VII, Sec. 5  
Re-painting of driveways and sidewalks or repairing of cracks restricted to the approved stain colors. Pavers or tiles on walkways only with a color approved by the Deed Restriction Committee.
- Fences:** See Art. VII, Sec. 4  
A privacy fence may be erected around the A/C and trash can area at a 4 foot maximum height. Underground dog fences not allowed.
- Mulch:** The application of mulch around trees and in beds shall be to a thickness of 3 inches minimum and limited to following:
- Mulch (cont'd)** Cypress, (natural or red), Eucalyptus, Melaleuca  
Rubber: Rubber is restricted to the following colors: Southern Cypress, Mocha Brown or Cedar Red. (Samples on bulletin board at cabana).
- Rock: Red Lava rock or natural colored river rock with prior approval. White Marble Chips and Stone are not allowed in front or along sides of dwelling.
- Trim & Weed Schedule** Trimming and Weeding will only be done to all shrubbery and ornamental plants and beds along the four sides of the structure and front beds of each unit. Tree removal and/or tree trimming requires prior approval.

## ADDENDUM

Addendum to the Florida Friendly Landscaping (FFL) guidelines to be used when applicant desires to do FFL or xeriscaping. The following guidelines protect the integrity of the Hammocks community and must be submitted with the initial application for approval.

1. The application must be accompanied by a design plan provided by an approved contractor.
2. The County right of way must be determined and observed in the plan design.
  - a. All applicable Citrus County ordinances must be observed.
3. Repair, replacement and redesign of the irrigation system shall be done at applicant's expense.
4. The owner shall be responsible for maintaining the area, as it is beyond the original schematic that was approved when the home was built. The HOA shall not be responsible for maintaining the FFL area.
5. A written maintenance plan must be presented that includes:
  - a. Irrigation
  - b. Fertilization
  - c. Composting
  - d. Trimming and weeding
  - e. Pest controlAll of these items are beyond the normal maintenance provided by the HOA.  
The additional costs shall be the responsibility of the owner. The irrigation of the FFL area shall be provided by the HOA as normal.
6. Approved plantings must be selected using FFL Guidelines.
7. A mulching plan must be developed, consistent with the HOA mulching plan.
8. Any additional costs incurred in the installation and maintenance shall be the responsibility of the homeowner.
9. All applications shall have the proviso that a "disclosure" statement must be included in any sale of the home to a subsequent owner about the HHOA approved FFL Guidelines, rules and regulations.
10. The adopted HHOA Guidelines shall be attached to an approval letter to the applicant with a return form signed by the applicant agreeing to these guidelines.

(Section II Cont'd)

**Statuary & Wall Mountings**      See Art. VII Sec. 5  
Statutes and/or wall mountings shall  
require prior approval.

**Trees & Shrubs:**                      See Art. VII Sec. 3 (c)

**Vehicles & Parking:**                      See Art. II Sec 6  
Parking is prohibited on lawns or  
Common Area at all times.

**Walls:**                                      See Art. VII Sec. 4

**Xeriscape:**                                      See FL Statute 720.3075. Sec. 4  
**& Florida friendly**                      **Contact Property Management company**  
**Landscaping**

**Section III**  
**Miscellaneous Installations:**

**Antennas:**                                      Article VII Sec. 14

**Flagpoles:**                                      Allowed, but must conform to Title 36 United  
States Code chapter 10.  
See FL Statute 720.3075. Sec. (3)

**Sports Equipment:**                      Not allowed in driveways.  
Tree Houses and backyard  
playground equipment not allowed.

**Other**

**Common Area**                                      Art. IV of Declaration  
Of particular notice.  
Section 5 (b) & (c).

**Animals etc.**                                      Art. VII Sec. 9  
Animals are restricted to no more than two.  
Consult Board of Directors  
Animals must not interfere with any maintenance  
done by Association Contractors. See Pet Addendum for  
Rentals.

#### Section IV

**Owner Contact with Vendors:** Any Hammock Homeowner who has a request or concerns with a Hammock's contracted vendor must bring that concern or request to the property management company.

Any attempt to request special needs from a Hammock's contracted vendor will be a violation of the Rules and may subject an owner to a fine.

Contracted vendors include, but not limited to, those vendors who offer pest and chemical treatments to the lawn and shrubs; maintain and repair the irrigation systems; offer grounds maintenance services; offer pool services including the cleaning of the cabana area; and offer household, lawn debris and recycling services.

**Guests:** A "guest" at an owner's home will be defined as anyone living at the home two continuous (2) months in any six (6) month period when the owner is not present in the home. Past two months the "guest" is considered a tenant and must comply with the Declaration of Covenants, Restrictions and Easements governing Rentals. (Article VII, Section 17). The exception to this Rule is if there is a medical emergency established through written proof.

The rights of the Owner shall pass to a tenant thereby prohibiting dual usage of all Amenities.

Adopted: 6/19/14, 2/19/15 and 7/16/15

## Guidelines for Estate Sales

**Defining an Estate Sale:** An estate sale or estate liquidation is an activity to dispose of a substantial portion of the materials owned by a person who is recently deceased or who must dispose of his or her personal property to facilitate a move.

**DRC Approval:** A Request for Approval must be submitted to the DRC at least three weeks in advance of the sale. Until the home owner and professional estate sale manager have received written approval from the DRC, the sale cannot occur.

**Approval Prerequisites:** Without agreement to these terms, the sale cannot be conducted. The owner and professional estate sale manager must sign off on these terms.

- Owner or owner's representative must show proof that the sale will be managed by a professional estate sale management firm.
- Estate Sales of **one day only** will be allowed, limited to the hours between 9 AM and 4 PM.
- Sale Managing firm must provide adequate parking control personnel of at least three (3) persons to direct and ensure Hammocks regulations are followed.
- Parking will be allowed on one side of the road only, and no neighboring drives are to be blocked.
- No parking will be allowed on any grass areas in the Hammocks.
- Traffic congestion will be managed so that there will be no restriction of emergency vehicles or personnel.
- Owner or owner's representative must provide The Hammocks with a deposit of \$100. If all conditions outlined are met during the sale, the deposit will be returned.
- Owner must notify and acquire Estate Sale Permit from Cypress Village Property Owners Association, Inc., but must conform to the Rules of the Hammocks Homeowners Association, Inc. as outlined above.

The Hammocks Association or the Association's managing agent reserves the right to halt a sale if it occurs without DRC approval, or if the Association feels that unreasonable or dangerous traffic conditions exist that could prevent emergency vehicles and personnel from reaching any Hammocks property. Fines will be levied if the terms outlined above are violated.

**ADOPTED: May 17, 2012**

(Underlined wording is new language)



Homeowners who rent or lease their property must post these rules in a conspicuous place in the home, and guests, lessees and renters should be advised of these rules.

Community Rules

Garbage pickup services will occur on Tuesdays. Do not place garbage street side. It must be placed in the in-ground containers at the side of the residence. Yard debris will be picked up separately on Wednesdays only. It should be placed in containers, preferably not in plastic bags. Large cuttings should be cut in lengths, under 4 feet and tied. Do not place yard debris street side until Tuesday after 5 PM. Recycling is picked up on Thursdays in blue bags on top of the in-ground containers.

Centralized controls and timers operate the irrigation system. If a problem arises with your irrigation system, contact the property management company.

There shall be no additions, repairs or alterations **of any kind** to the exterior of an existing home, nor can landscaping be altered without prior approval of the Deed Restrictions Committee. Do not clear any green belt/common area property. It is to be left in its natural state. A request in writing using Form HHOA-109 should be addressed to the Hammocks Homeowners Association, P.O. Box 1760, Homosassa Springs, FL 34447 or placed in the Hammocks Box at the cabana.

Pets

A Citrus County Ordinance requires all pets to be on a leash, not running free. Individuals walking pets must pick up their pet's waste.

Parking

Only conforming vehicles may be parked or kept in the driveway of a Dwelling Unit. Conforming vehicles are: Passenger cars. Pickups, mini vans, SUVs and passenger vans with no more than three (3) rows of seating. All conforming vehicles must be capable of being garaged. Non-conforming vehicles are those that have commercial signs, equipment used for commercial purposes, cargo vans, stretch vans w/four (4) or more rows of seating, motorcycles, pickup trucks and vans with more than one ton (2000 lbs) of carrying capacity. No boats, boat trailers or trailers of any kind are allowed to be parked on the driveway of a Dwelling Unit except for purposes of loading, unloading or cleaning. Parking conforming vehicles on the driveway of the Dwelling Unit overnight shall be limited to one (1) vehicle, except that two (2) conforming vehicles may be kept on the driveway overnight for up to fourteen (14) days in a ninety (90) day period.

This fourteen (14) day period may be extended in hardship situations upon written approval of the Board of Directors. **No parking is allowed on lawns or Common Areas at any time.** For more information on parking rules, call the property management company. Remember, if in doubt, **CALL!**

Pool Rules

The Hammocks pool is solely for the use of owners, tenants and guests. An owner gives up its rights to use the pool and other common amenities to a tenant. It is governed by County and State regulations. Owners may reserve the cabana for private functions, however the pool and rest rooms must remain open and be available during those functions for use by all owners. Abuse of the Pool Rules may result in its use being prohibited.

**Adult only hours are 8 AM to 12 PM every day.**      **Pool hours 8 AM until 8 PM.**

**Pool Bathing Load is 20 persons**                      **Shower before entering pool**                      **No lifeguard is on duty.**

**No Food or Drink in Pool or on wet deck**                      **Glassware of any type is not allowed.**

**No toys, floats, snorkels, masks or fins allowed in the pool except noodle floats, exercise bells and USCG approved personal flotation vests for children.**

**No diving, running or horseplay**                      **Pets are not allowed in the pool area.**

**Swim at your own risk**                      **Do not swallow the pool water.**                      **No Smoking at any time within the gated area.**

**An adult must accompany children under 13 and persons in diapers are not allowed in the water**

**No personal items are to be left at the pool**                      **Keep pool gate closed at all times.**

**Everyone must use a towel on the pool furniture to preserve the finish**

**Violators may lose pool privileges**

Restroom facilities at the cabana are locked and should be locked after use. Please clean up after using the facilities. A restroom key is issued to all residents. Lost keys can be replaced for a fee of \$2.00 each.

PET ADDENDUM

Consent is hereby granted to Tenant(s) to keep the described pet(s) on the leased premises, provided the below listed conditions are abided by:

1. Pet(s) must be registered in Citrus County for leases over 30 days in length. Tenants must provide proof of vaccination for rabies and other animal diseases to be registered in Citrus County.
2. Additional monthly fee of \$ \_\_\_\_\_ is added to the monthly rent as additional rent.
3. A **non-refundable fee** of \$ \_\_\_\_\_ is paid by Tenant(s).
4. Additional security deposit of \$ \_\_\_\_\_ is paid by Tenant(s). This sum may be used by Landlord to pay for any pet damage or any other amounts due and owing under the terms of the lease agreement whether pet related or not upon Tenant(s) vacating the premises.
5. **ONLY PET(S) SPECIFICALLY ON THIS ADDENDUM ARE ALLOWED AND SUCH PET(S) MUST BE APPROVED PRIOR TO BRINGING PET(S) ON THE PREMISES.**
6. Pet(s) must be kept on a leash at all times while it is outside the premises. PET(S) ARE NOT ALLOWED TO RUN LOOSE AT ANY TIME. Tenant(s) agree to fully indemnify the Landlord, owner or agent for any damages arising out of injury to another person or to another pet by the pet(s). Pet(s) must not be tied outside door, in the hallways or on the balcony or lanais, if applicable.
7. In the event any pet(s) have offspring, Tenant(s) will be in immediate breach of this Addendum. No more than two animals are allowed.
8. Tenant(s) may be assigned a designated area to walk pet(s) and Tenant(s) must walk pets in that area only. Tenant(s) are responsible for immediately cleaning up after their pet(s) and must do so.
9. Tenant(s) will be responsible for **FULL** replacement and/or repair cost of carpet, walls, blinds, flooring or any other items damaged in any way by pet(s). Tenant(s) also will be responsible for the full cost of any exterminating that may be required because of pet(s).

**Tenant(s) agree that approval or denial of all pet(s) is the sole discretion of owner or agent. Landlord, owner or agent reserves the right to withdraw consent at any time by giving the Tenant(s) 7 days written notice to remove pet(s) from the premises for any reason including but not limited to noise, barking, disturbances, damage, threatening behavior towards other tenant(s) or employees of owner or agent. In the event the pet(s) are not removed after notice, Tenant(s) will be subject to eviction. Tenant(s) agree that keeping pet(s) on the premises is a revocable privilege and not a right.**

**DESCRIPTION OF PET(S)**

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Name \_\_\_\_\_

Type \_\_\_\_\_ Breed \_\_\_\_\_ Color \_\_\_\_\_ Name \_\_\_\_\_

\_\_\_\_\_ TENANT \_\_\_\_\_ LANDLORD/AGENT

\_\_\_\_\_ TENANT DATE \_\_\_\_/\_\_\_\_/\_\_\_\_