

Hideaway at Old Moultrie

Rules and Regulations

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This Rules and Regulations guide is meant to provide an easy guide for new and established residents of Hideaway at Old Moultrie and should not be considered

all-inclusive nor are they intended to replace or amend the existing By-Laws, Declaration of Protective Covenants, Restrictions, Easements, or Architectural Review Committee Guidelines (ARC) and that in the event there is a contradiction or inconsistency between these rules and regulations and Florida Statute 720, the By-Laws, CC&R'S and ARC rules shall be controlling. As a property owner you are responsible for knowing and complying with all rules, regulations, By-laws, CC&R's and ARC requirements.

The purpose of these rules and regulations is to maintain community values, tranquility, and safety within Hideaway at Old Moultrie. An owner may report a violation to the property manager, Board member or a governmental authority where appropriate.

Regulations and Use of Community Amenities

For the purposes of these rules, a Property Owner is defined as the deeded owner of the property at Hideaway at Old Moultrie. An adult is defined as a person age 18 or over. Any adult who is a full time resident is considered as part of the immediate family of the property owner and as such would not be considered a guest and is entitled to all the rights, benefits and responsibilities of the property owner in the use of the Common Areas.

Damages to Common Grounds and Amenities

All property owners shall be responsible and financially liable for any damage caused to common property and amenities by their extended family as well as their contractors, subcontractors, and guests. Any damage to common area of the Association will be fully reimbursable to the Association in addition to fines and other penalties.

Reminder: Architectural Review Requirement

Property owners (and the HOA itself) are required to consult the Declaration, Article XI Architecture and Landscaping, apply for and obtain approval from the Architectural Review Committee prior to any new construction, addition or anything else that alters the exterior of an existing home in any manner including the landscaping and all exterior features. If there is any question, please contact the Management Company.

Examples of changes include, but are not limited to:

Exterior Appearance - painting, lighting, landscaping, hardware, flagpoles, fountains, pools, docks, screens, structures, walls, fences, pools, patios, paving, driveways, signs, etc. whether purely decorative, functional or otherwise. In addition, the home and property must be kept in a good state of presentation and cleanliness.

Conservation Areas

Areas that have been designated as conservation areas by the St. Johns River Water Management District, Florida Department of Environmental Protection, Flagler County or any other government or regulatory authority may not be cleared, damaged or otherwise altered without obtaining permits and approvals from the regulatory authorities.

GENERAL RULES AND REGULATIONS

Property Maintenance

In order to keep the Property a “desirable place to live for all Owners” Hideaway at Old Moultrie Board of Directors unanimously support the following criteria to help all owners better understand the maintenance requirements for your Property.

- Lawn must be mowed and edged along driveway, sidewalk and street.
- Irrigation must be in working condition and running at the proper times per St. Johns River Management Watering Restrictions.
- Weeds, including dollar weed, must be treated in a timely manner until the weeds are no longer present in the yard.
- Lots should be kept free of weeds, underbrush, refuse piles, debris or other unsightly growth or objects.
- Weeds are not allowed in the planting beds.
- Shrubs and trees should be kept trimmed.
- Dead palm fronds should be trimmed from palm trees.
- Dead shrubs and trees should be removed and replaced.
- Dead grass and brown spots need to be replanted with sod.
- Remove rust stains from side of home, sidewalk and driveway.
- Exterior of the home should be washed to remove stains and mildew and painted if necessary.
- Screens, front doors and garage doors should remain in good repair.
- Fencing should be maintained in good repair, and have a clean and neat appearance.
- Mailboxes and posts should be kept in good repair.

Sports Equipment

No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Property without the prior written consent of the ARC.

Decorations

No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles can be installed or placed upon any portion of the property without the prior written approval of the ARC.

Holiday lighting and decorations may be displayed on Thanksgiving and must be removed no later than January 15th of the following year. For all other Holidays including, but not limited to, Easter, 4th of July, St Patrick's Day, Halloween appropriate decorations are acceptable within 14 days prior and 7 days after.

Animals

No animals, livestock or poultry of any kind shall be raised, bred, or maintained on any Lot or other portion of the Property. Household pets are not to exceed a total of two (2) for each residence provided such pets are kept for the pleasure and use of the Owner, and not for commercial purposes, and provided that such pets shall not be permitted to run free.

Pet Waste Removal

All persons bringing a pet onto the common areas or properties belonging to other residents, including vacant lots, shall be responsible for immediately removing any solid waste of said pet.

Pets on a leash, including electric leashes

No Dogs shall be permitted to roam the Property and the Association may have strays and dogs that are not leashed and are found off their owner's lot picked up by governmental authorities. All pets are required to be leashed and fully controlled while not on the owner's property. All dogs must be vaccinated.

Motorized vehicles

All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag as required pursuant to state law and must be in a good, clean and attractive condition.

Parking

There shall be a maximum of four vehicles associated with each lot. With respect to overnight parking, all parking spaces in the garage must be used for vehicle parking before another vehicle may be parked in the driveway. In no event shall any resident or any guest of a resident be allowed to park in or along the street overnight. No Commercial vehicles, meaning any car, truck or van with signage or lettering on it, or with equipment affixed to it, or used in a trade or business, may remain parked on a driveway overnight.

No motorcycles, jet skis, personal water craft, boats, boat or utility trailers, campers, recreational vehicles or commercial vehicles may be parked or stored anywhere on the Property, except wholly within an owner's garage. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on the property.

Repairs and Maintenance of Vehicles

Vehicle maintenance or repair which occurs completely within an Owner's garage may continue indefinitely so long as the garage door is completely shut while the resident is not working on the vehicle. Vehicle maintenance or repair that occurs, in any part, outside of the Owner's garage shall not continue for more than twenty-four (24) consecutive hours.

Towing

Subject to applicable laws and ordinances, any vehicle parked in violation of these restrictions contained in these Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot, and tow vehicles in violation. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, not guilty of any criminal act, be reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, boats, etc.

Nuisances

No nuisance shall be permitted to exist on any Lot or Common Area so as to be detrimental to any other Lot in the vicinity thereof or its occupants, or to the Common Area. Any activity on a Lot which interferes with television, cable, or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. No immoral, offensive, or unlawful use shall be made of the property or any part thereof. All laws, zoning ordinances, orders, rules, regulations, and requirements of any governmental agency having jurisdiction relating to any portion of the Property shall be complied with, by and at the sole expense of the Owner or the Association, whichever shall have the obligation to maintain or repair such portion of the Property. No waste will be committed upon the Common Area. The determination of the Board as to what may be or become a nuisance shall be conclusive.

Use of Home/Lot for Business Purposes

No commercial or business activity shall be conducted within a home, without written Board Approval. No day care center or facility may be operated out of a Home. Home offices are permitted that do not generate traffic into the community.

Garage Sale

No garage sales are permitted, except as permitted by the Association. If you would like to have a garage sale, estate sale, or yard sale please make your request in writing and submit to the Management Company.

Soliciting

No solicitors of a commercial nature shall be allowed within the Property, without prior written consent of the Association.

Garage

Garage doors must be closed except when entering or exiting said garage or while a homeowner is working in their garage or around their home. Garages may not be enclosed, modified or altered for use as any purpose other than the storage of vehicles(s).

It is not the intention of the Board from preventing a homeowner from accessing their garage while they are working in and around it, rather to prevent a garage door to remain open for extended periods of time for no apparent reason.

Window & Door Coverings

Window treatments shall consist of drapery, blinds, decorative, panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars can be placed without written approval of the ARC. No awnings, canopies, or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be a neutral color, such as white, off-white or wood tones.

Leasing

All property leases must be for a minimum of one (1) year and must provide that the lessee shall be bound by the provisions of these rules and any noncompliance by such lessee shall be the responsibility of the Owner and the lessee shall be subject to the same penalties and suspensions as the owner, where legally applicable.

All leases or occupancy agreements shall be provided to the Association at least thirty (30) days prior to commencement of the lease term.

Drying

No rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

Garbage and Trash Containers

All garbage and trash containers must be placed within the garage and shall be maintained. No garbage or trash shall be placed anywhere other than in the Owner's trash container, and no portion of the Property shall be used for dumping refuse. Owner shall remove the trash container from the garage no earlier than the evening prior to trash pick up and shall return the trash container to the garage no later than the evening of the trash pick-up day.

Fireworks

No sparklers, bottle rockets or any other type or form of fireworks can be used or ignited in or from any Lot on or from the Property or on or from the Common Area.

Window Air Conditioner

No window air conditioner unit shall be installed in any building upon any Lot.

Hazardous Materials

No hazardous or toxic materials or pollutants shall be maintained, stored, discharged, released, or disposed of in or under the Property except in strict compliance with applicable statutes. Fuel or gas storage tanks or other flammable, combustible, or explosive fluids, materials, or substances for ordinary household use must be stored or used in the Property on in strict compliance with manufacturers' directions and applicable safety laws and codes.

Fences, Walls and Hedges

Any fence, wall or hedge of any nature must have prior written consent of the ARC. Such fences shall only be made of white vinyl material and must be kept in good condition and repair, and free of mold or mildew.

Removal and Replacement of Trees

In order to preserve the environment and migratory bird populations, no trees which remain on a Lot at the time of completion of the initial improvements thereon shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to person occupying or utilizing the Property. If any tree located on the Lot at the time of completion of the initial improvements thereafter dies, such tree shall be replaced by the Owner, at the Owner's expense, buy a similar tree of no less than two inches (2") in diameter.

Cooking

No cooking will be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by the

Association.

Signs

No sign, advertisement, notice, flag or flag pole of any type or nature whatsoever including, without limitation, "For Sale" and "For Lease" signs, shall be erected or displayed upon any Lot, Home, the Common Area, or from any window, unless express prior written approval of its size, shape, content, appearance, and location has been obtained from the ARB, which approval may be withheld for any reason, and the ARC may, in its sole discretion, prohibit all signs.

Swimming, Boating and Docks

Swimming is prohibited within any of the lakes or water bodies within or adjacent to the Property. Boating and personal water craft (e.g., water skies) are prohibited. No private docks may be erected within any waterbody.

Flags

Each owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day may display portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard, fire department or police department in a respectful manner. In addition, each Owner may display one portable, removable college or professional sports team flag on game day only.

Lawful Use

No immoral, improper, offensive, unlawful or obnoxious use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof and ARC shall be observed. The responsibility of meeting the requirements of governmental bodies, ARC, etc. pertaining to maintenance, replacement, modification or repair of the Property shall be the same as is elsewhere herein specified.

Oil and Mining Operations

No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any upon or on the Property.

Violation and Appeal Process

In the event of a violation of these rules and regulations, the following process for notification of required corrective action, imposition of penalties, and appeal shall be followed:

- 1) A letter will be sent to both the lot address and the mailing address of record to the offending owner. This letter may cover the violation, the amount of time (usually 14 days) allowed to correct the violation, the phone number of the property manager.
- 2) A second letter will be sent to both the lot address and the mailing address of the record to the offending owner. This letter will re-address the violation.
- 3) A hearing notice will be sent by certified mail and regular mail to both the lot address and the mailing address of record to the offending owner. This letter will provide the Owner/Resident with 14 days notice to attend a hearing meeting.
- 4) Once the hearing meeting has taken place a decision letter will be mailed to both the lot address and the mailing address of record to the offending owner. This letter will outline the decision of the Hearing Committee.

Appeal Process

The owner may then appeal the decision of the Hearing Committee directly to the Board of Directors by giving written notice within 30 days of the Hearing Meeting. This must be received by the property manager, President or Secretary of the Board within the allowed 30 day period.