



The Hammocks Community Association Incorporated

Rules and Regulations

The following Rules and Regulations are in **addition** to the restrictions of the Associations Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens ("Declaration") recorded in Official Records Book 13899, Page 311 of the Public Records of Miami-Dade County, Florida, the Restated Articles of Incorporation, the Restated By-Laws and amendments thereto (hereinafter collectively referred to as "the Association Governing Documents"), the Architectural Control Manual and any other policies or rules and regulations adopted by the Board of Directors from time to time.

The following Rules and Regulations were adopted by the Board of Directors on: October 25, 2011.

## HAMMOCKS COMMUNITY IDENTIFICATION CARD

1. All residents, over twelve (12) years of age, are required to have, while on the Common Areas, including the Recreational Facilities, a valid Hammocks Community identification card. Identification cards can be purchased at the Association's Main Clubhouse. No identification cards will be issued to renters unless all required leasing information has been previously provided to the Association.
2. A resident's failure to provide a valid/current identification card can result in the resident and his/her guest(s) being escorted off the Common Areas.

## ANIMALS

1. Animals are not allowed inside the Association's Recreational Facilities with the exception of service animals.
2. Feeding of wildlife, feral cats, ducks and other stray animals outside of any Home, Lot, Business Unit or on the Common Areas is strictly prohibited. Bird feeders are permitted in the rear portion of a Home but must be kept a minimum of five (5) feet above the ground level.
3. Unattended food or food containers are not allowed on the front of any Home, Lot, Business Unit or on the Common Areas

***Failure to comply with the Animal Rule will result in an immediate request of the Owner of record to appear before the Violations Control Committee.***

## PARKING

No vehicle shall be parked on any lawn, landscaped portion of the Common Properties, non-dedicated, private roadway or other portion of The Properties (as defined in the Declaration) which is not specifically designed and intended for the parking of vehicles. No motorized vehicles, other than maintenance and other vehicles authorized by the Association shall be operated or parked on any Lot or portion of the Common Areas except driveways, parking lots or vehicular roadways. Without limiting the generality of the foregoing, motorized vehicles shall be strictly prohibited from all pathways and greenbelt/park areas. No vehicle shall be parked so as to impede ingress to or egress from other parking spaces, driveways, roads, or building entryways. No parking on private roadways. **Vehicles parked in unauthorized areas may be towed at the owner's expense.**

***Failure to comply with the Parking Rule will result in an immediate request of the Owner of record to appear before the Violations Control Committee.***

## RECREATIONAL FACILITIES

The Recreational Facilities are for the enjoyment of all Hammocks Community residents. All residents must abide by the established Rules and Regulations including but not limited to those set forth for the Recreational Facilities. The Recreational Facilities' hours of operation may vary

from time to time and are subject to change without notice. Residents should contact the Association's Management Office or visit the Association's website for hours of operation.

1. A valid Hammocks Community identification card is required to use any of the Recreational Facilities. All residents and their guests must check in at the customer service desk.
2. No resident shall bring more than three (3) guests at any given time onto any of the Recreational Facilities unless the resident has reserved the use of the recreational facility for a party or special event. A guest is defined as a person who does not reside within the Hammocks Community.
3. No parties or special events are to be held in any of the Recreational Facilities without the Association's prior approval, the resident's execution of a rental agreement and payment of any required security deposit(s) and rental fee(s).
4. Violation of any of the restrictions of the Association's Governing Documents including the Architectural Control Manual and the Rules and Regulations or an Owner's delinquency for more than ninety (90) days in the payment of a monetary obligation due to the Association, may result in the suspension of the Owner, Owner's tenant, guest or invitee's right to use the Common Areas including but not limited to the Recreational Facilities.

#### **General Rules for the Recreational Facilities**

1. Food or gum is not allowed in the racquetball, basketball, tennis or, volleyball courts and fitness room.
2. Alcoholic beverages, smoking and tobacco products are not allowed in the Recreational Facilities.
3. No running or horseplay is allowed in the Recreational Facilities.
4. Profanity or vulgar language is not allowed.
5. No animals are allowed, with the exception of service animals. Service animals are not allowed inside the pool.
6. Boom boxes and large radios are not allowed. Personal radios with headphones are acceptable. Staff reserves the right to eject any person for violation of the Recreational Facilities rules and policies.

#### **Pool Rules**

1. SWIM AT YOUR OWN RISK. NO LIFEGUARD ON DUTY.
2. Persons under twelve (12) years of age must be accompanied by an adult when using the pools.
3. Non-toilet trained persons must wear water-proof pants or water-proof garments when utilizing the pool.
4. All persons must shower before entering the pool. Persons with open cuts, sores, bandages, colds, coughs or infected eyes are not permitted in the pool.
5. No food or beverages in pool or on pool wet deck. No glass or animals in the pool or pool area.
6. Running on the pool decks, rough playing, rowdiness, and other undue disturbances are strictly prohibited.
7. No diving allowed.

### **Basketball/Tennis/Volleyball Courts**

1. Basketball, Tennis and Volleyball Courts must be reserved at the Customer Service Desk.
2. Court use is limited to one (1) hour when other residents are waiting to use the courts.
3. No dunking or grabbing of the rims or nets.
4. Persons under twelve (12) years of age are not permitted in the basketball, tennis or volley ball courts unless they are accompanied by an adult.

### **Racquetball Courts**

1. Racquetball courts must be reserved at the Customer Service Desk.
2. Court use is limited to one (1) hour when other residents are waiting to use the court.
3. Persons under twelve (12) years of age are not permitted in the racquetball courts unless they are accompanied by an adult.
4. Racquetball, handball and wallyball are permitted on the courts.

### **Fitness Room**

1. Persons under twelve (12) years of age are not permitted in the fitness room unless they are accompanied by an adult.
2. All weights must be returned to the racks when not in use. Do not take weights out of fitness room. Do not drop weights on the floor.
3. Wipe off the equipment with a towel after each use.
4. Do not open the door for anyone trying to get into the fitness room.
5. The use of any equipment is limited to fifteen (15) minutes when other residents are waiting to use the equipment.

### **LAKE, COMMON AREA AND BEACH USAGE**

Lake, Common Areas and beaches are private property for the sole use and enjoyment of Owners, Owners' guests and renters. A Hammocks Community identification card is required to access these areas. The Association reserves the right to escort individuals off the Common Areas who do not have a Hammocks Community identification card or do not comply with the following rules for lake, Common Area and beach usage. Lake and beach hours are sunrise to sunset.

1. The following are not permitted in lakes, beaches, pathways or greenbelt areas:
  - o Glass containers, alcoholic beverages, barbecues, heat cooking devices, loud music, littering, camping or weapons
2. Swimming, boating, fishing and any use of the lake, beach, pathway and greenbelts is at your own risk.
3. All boats must be equipped with United States Coast Guard approved flotation devices.
4. Swimming is only allowed in the areas designated as beach areas. No swimming beyond the buoys in the designated beach areas. Steep Drop-off. No lifeguard on duty. No diving allowed.
5. No diving, jumping or fishing off bridges is allowed.

6. No fishing off beach areas.
7. No vehicles, other than maintenance and other vehicles authorized by the Association are allowed in or around lakes, greenbelts, pathways or beaches.
8. Persons under twelve (12) years of age are not permitted in or around the lakes, greenbelts, pathways or beaches unless they are accompanied by an adult.
9. Bicyclist should be courteous to others while traveling on the pathways and should not ride their bike at a high rate of speed. Bicyclist should adhere to all state laws and local ordinances pertaining to helmet usage.
10. With the exception of Association sponsored events, cooking is not allowed in the lakes, common areas or beach areas. Further, cooking is not allowed in the recreational facilities unless the resident has reserved the use of the recreational facility for a party or special event.
11. Lake Volleyball Court Usage: Participants must maintain an acceptable noise level so as not to disturb the surrounding residents. Court use is limited to one (1) hour when other residents are waiting for court use. Hours of use are sunrise to sunset.

### **LEASING**

No Owner shall rent his/her Home or Business Unit without first delivering to the Association a notice containing the name of lessee, expiration date of lease, number of persons intended to occupy the Home or Business Unit as well as, the name and address of the Owner/lessor of the Home or Business Unit. Prior to renting an apartment, a Residential Rental Apartment Building must provide the Association with the name of lessee, expiration date of lease, and number of persons intended to occupy the apartment.

***Failure to comply with the Leasing Rule will result in an immediate request of the Owner of record or representative to appear before the Violations Control Committee.***

### **FAILURE TO COMPLY**

Failure of an Owner, his family, lessees, guests, invitees, agents or employees to comply with the Association's Governing Documents, the Architectural Control Manual or the Rules and Regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, enforcement of other rights or remedies set forth in the Declaration or any combination thereof. Any costs and attorney's fees incurred by the Association shall be assessed against the non-complying Owner and may be enforced as the personal obligation of the Owner. The Association shall also have the right to suspend rights of defaulting Owners, Owner's family, lessees, guests, invitees, agents or employees to use Common Areas. All rights and remedies of the Association pursuant to the Declaration shall be cumulative and the exercise or non-exercise of any of same shall not be deemed a waiver of that right, or any other right.

**VIOLATION CONTROL COMMITTEE (VCC)**  
**GRIEVANCE COMMITTEE MEETINGS**

The VCC consists of Association member volunteers. The VCC must comply with Section 720.305, Florida Statutes, which provides that the members of the VCC may not be officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association. The VCC shall be an odd number of members so that a tie vote does not occur.

The alleged noncompliance shall be presented to the VCC, after which the VCC shall hear reasons why a fine should not be imposed. A written decision of the VCC shall be submitted to the Owner by no later than fifteen (15) days after the VCC meeting. The Owner shall have a right to be represented by counsel and to cross-examine witnesses.

The Association reserves the right to have an attorney present to represent its interests.

**FINES IMPOSED BY VCC FOR FAILURE TO COMPLY**

In addition to all other remedies, in the sole discretion of the VCC, a fine or fines may be imposed upon an Owner for failure of the Owner, his family, lessees, guests, invitees, agents or employees, to comply with the Association's Governing Documents, the Architectural Control Manual or the Rules and Regulations.

**AMOUNTS OF FINES IMPOSED**

The VCC may impose fines as follows:

- (a). First non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).
- (b). Second non-compliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).
- (c). Third and subsequent non compliance, or a violation or violations which are of a continuing nature: a fine not in excess of One Thousand Dollars (\$1,000.00).

**VIOLATION NOTICE POLICY**

The Association shall notify the Owner of any alleged infraction or infractions of the Association's Governing Documents, the Architectural Control Manual or the Rules and Regulations. Failure of an Owner, the Owner's family, lessees, guests, invitees, agents or employees, to comply with the Association's Governing Documents, the Architectural Control Manual or the Rules and Regulations will result in the Association issuing the following violation notices:

**Friendly Notice** – indicates the alleged infraction and provides the allotted time frame for compliance.

**Second Notice** – failure to comply within the timeframe provided in the Friendly Notice will result in the issuance of a Second Notice which shall include the date, time and place of the VCC meeting at which the Owner shall present reasons why a fine of \$100.00 should not be imposed. The Owner's

failure to cure the infraction within two (2) days of the scheduled VCC meeting or failure to show good cause as to why the fine should not be imposed may result in the imposition of a \$100.00 fine by the VCC. At least fourteen (14) days' prior notice of the VCC meeting date will be provided to the person to be fined.

**Notice of Imposition of \$100.00 Fine** – Informs the Owner that the VCC has imposed a \$100.00 fine for failure to cure the infraction.

**Third Notice** – failure to cure the infraction after the imposition of the \$100.00 fine by the VCC will result in the issuance of a Third Notice which shall include the date, time and place of the VCC meeting at which the Owner shall present reasons why a fine of \$500.00 should not be imposed. The Owner's failure to cure the infraction within two (2) days of the scheduled VCC meeting or failure to show good cause as to why the fine should not be imposed may result in the imposition of a \$500.00 fine by the VCC. At least fourteen (14) days' prior notice of the VCC meeting date will be provided to the person to be fined.

**Notice of Imposition of \$500.00 Fine** – Informs the Owner that the VCC has imposed a \$500.00 fine for failure to cure the infraction.

**Final Notice** – failure to cure the infraction after the imposition of the \$500.00 fine by the VCC will result in the issuance of a Final Notice which shall include the date, time and place of the VCC meeting at which the Owner shall present reasons why a fine of \$1,000.00 should not be imposed. The Owner's failure to cure the infraction within two (2) days of the scheduled VCC meeting or failure to show good cause as to why the fine should not be imposed may result in the imposition of a \$1,000.00 fine by the VCC. At least fourteen (14) days' prior notice of the VCC meeting date will be provided to the person to be fined.

**Notice of Imposition of \$1,000.00 Fine** – Informs the Owner that the VCC has imposed a \$1,000.00 fine for failure to cure the infraction.

In addition to the payment of all fines imposed by the VCC, an Owner must cure all infraction(s) to avoid further enforcement action by the Association.

#### **PROCEDURE TO REQUEST WAIVER OF A FINE**

Owners must first submit their appeal to the VCC and then they may appeal to the Board of Directors if needed. Owners must attend the VCC and Board meetings in person. Owners that reside out of Miami-Dade County or out of the country may submit a written request to waive a fine if imposed without being present. The written submission must be provided, whether or not Owners lives in Miami-Dade County and include:

- 1). Community name, account # and address of home
- 2). Reason(s) for non-compliance and
- 3). Reason(s) why fine should be waived.

The VCC or Board of Directors shall review all written correspondence at (or before) the next scheduled meeting or at any subsequent meeting scheduled. The VCC or Board of Directors, at its discretion may waive a fine or fines based on facts presented by the Owner and only after compliance has occurred.



### PAYMENT OF FINES

A fine shall be paid no later than fifteen (15) days after notice to the applicable Owner of the imposition thereof.

### COLLECTION OF FINES

Fines shall be collected in the manner permitted by the Association Governing Documents and governing law.

### APPLICATION OF PROCEEDS

All monies received from fines shall be allocated as lawfully directed by the Board of Directors.

### NON-EXCLUSIVE REMEDY

These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

### ISSUANCE OF NOTICES OF VIOLATIONS

The Board of Directors shall have the authority to authorize any officer, employee, agent, or independent contractor, including, without limitation, patrol personnel, to give personal written notice of any violation of the provisions of the Association Governing Documents, the Architectural Control Manual or the Rules and Regulations adopted by the Board of Directors to a violating party. In the event that a person so authorized gives such written notice in person, a signed confirmation of the delivery of such notice shall stand in substitution of notice by mail as provided in Article XV, Section 4 of the Declaration. If fines are to be imposed for a violation, the Association must comply with the fining procedures set forth in the Association Governing Documents, the Rules and Regulations and in Section 720.305, Florida Statutes.

### COLLECTION POLICY

1. **Quarterly Assessment's are due on the 1<sup>st</sup> of each quarter: January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup>.** There is an initial fifteen (15) day payment grace period. **If the quarterly payment is not received by the 15<sup>th</sup> day of each quarter, your account will be billed a \$20.00 late fee.**
2. If payment has not been received by the 15<sup>th</sup> day of each quarter, a "Friendly Reminder" notice is sent to the Owner's mailing address on record informing the Owner that the Association has not received their payment and as a result a late fee of \$20.00 has been posted to their account. The "Friendly Reminder" notice provides an additional fifteen (15) day payment period, from the date of the notice.

3. If payment is not received within fifteen (15) days from the date of the "Friendly Reminder", a "**Final Notice**" is sent to the Owner's mailing address on record advising the Owner that payment has not been received and that if payment is not received by the Association within fifteen (15) days from the date of the "Final Notice", no further notices will be sent by the Association and the Owner's account will be forwarded to the Association's attorney for collection of all past due assessments, late fees, interest, accelerated assessments for the remainder of the year, attorneys' fees and costs.

All legal fees and costs incurred by the Association for the collection of assessments is the responsibility of the Owner.

**Note:** *It is the responsibility of each Owner to ensure that their payment has been received by the Association and posted to his/her account. Furthermore, it is the Owner's responsibility to ensure that the Association has the correct mailing address.*