

HAMMOCK CREEK MASTER

SUPPLEMENT TO RULES AND REGULATIONS PLEASE STAPLE INTO THE BACK OF THE HAMMOCK CREEK RULES AND REGULATIONS BOOKLET

Pg.4 2). Roads and Sidewalks. :----(d). Sidewalks, walkways and streets shall not be obstructed by parking vehicles across them..

e. No vehicle of any kind may be parked overnight on any street. Do not park vehicles on lawns or common grassy areas.

Pg.6 6). Pets and Noise Nuisances:---(i). Persistent noise after 10 P.M. or prior to 7 A.M. will not be allowed. This shall include, but not limited to loud music, noisy power tools, vehicle noises, or any condition that might disturb the peace, quiet, comfort or serenity of the occupants of the surrounding dwellings.

Pg.7 7) Signs and Decorations : b.ii . Holiday decorations shall be put up no earlier than 30 days prior to any holiday and removed within 30 days after the holiday. Lighted holiday decorations must not shine into adjoining property windows. No "For Sale or Rent" signs or any political signs or advertisements shall be displayed on any parcel.

Pg.7 8) Antennas: a. All antennas must follow the F.C.C. guidelines. Dish antennas may be no larger than 1 meter (39.37 inches) in diameter and must be securely affixed to the property.

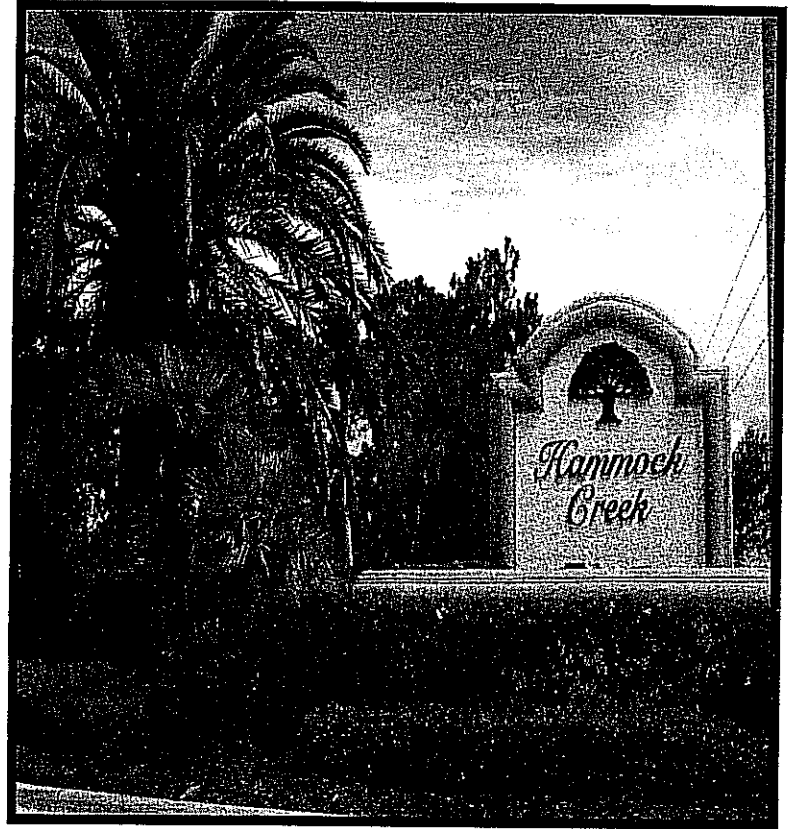
Pg.7 10) No boats, trailers, motor homes, golf carts, motorcycles, pickup trucks, commercial vehicles, off road vehicles or personal watercraft of any type, may be stored on driveways, in streets or in yards. They may, however, be stored in the garage area, out of view from the street.

Pg.7 Delete 11 A) Garage Doors.

Pg.8 (c) (i) Remove "absentee" and "panels to match" and add "Hurricane shutters must be installed in accordance with state law and county ordinances and storage." Hurricane protection devices or accordion shutters that will be permanently installed to the house require ARB approval.

Adopted April 17, 2007

RULES AND REGULATIONS



Hammock Creek
Master
Homeowners Association

1) General Information:

a) These Rules and Regulations are based on the covenants and deed restrictions contained in the Master Association Declaration and have been adopted and approved by the Board of Directors of the Hammock Creek Master Homeowners Association, Inc. They are designed to define the rights, privileges and obligations of Hammock Creek Property Owners, their respective family members, lessees and guests, and to protect the Hammock Creek development. These Rules and Regulations may be amended or augmented from time to time by the Hammock Creek Master Association Board of Directors to better serve the community. Their enforcement will rest with the Board. It is the responsibility of those living in Hammock Creek to know the Rules and Regulations and to cooperate in their enforcement.

b) Golf Course:

i) The Hammock Creek Golf Course is privately owned, and therefore, Hammock Creek Property Owners have no right of use to the golf course property. This includes, but is not limited to walking, jogging, skate boarding or vehicular traffic.

2) Roads and Sidewalks

a) The roads and sidewalks are common property of the homeowner associations. Please be aware of children playing as well as pedestrians using our streets and sidewalks

b) Speed Limits:

i) The speed limit throughout Hammock Creek is 25 mph., which is enforceable by the Martin County Sheriff's Department and the Board.

c) Golf Carts:

i) The operation of golf carts within Hammock Creek is restricted to licensed operators. The operation of golf carts by underage, unlicensed drivers is illegal and is enforceable by the Martin County Sheriff's Department and the Board.

3) Property Maintenance:

a) All Property Owners shall keep the exterior of their homes well maintained.

b) All brick paver driveways and sidewalks shall be kept free of weeds, mildew, and rust.

c) Roofs shall be properly maintained and free of mold, mildew, and rust.

d) The exterior walls of all homes shall be kept free of mold, mildew, and rust.

e) All lawns and landscaping shall be properly watered, fertilized, protected from pest infestation and trimmed as to promote a healthy appearance.

f) Oak Trees:

i) Oak trees in front of homes shall be watered, fertilized and maintained by the property owner. Oak trees shall not be "topped" or trimmed at the canopy other than to "limb up" from the trunk to promote access under the canopy.

ii) In the event that the oak tree dies or is destroyed by an Act of God, the property owner is responsible for replacing the tree as soon as possible, at the property owners' expense. Replacement trees shall be no less than twelve (12) feet in height with a canopy of no less than five (5) to six (6) feet in accordance with the Architectural Review Guidelines.

4) Construction and Maintenance:

a) No work shall be performed by contractors, subcontractors, maintenance crews or homeowners prior to 7 am or after 7 pm Monday through Saturday. This includes but is not limited to the use of lawn maintenance equipment, power tools or any noise producing equipment.

b) No contractors, subcontractors or maintenance crews shall be permitted to perform work on Sundays.

c) Property Owners may perform work on their homes on Sundays between the hours of 9 am and 7 pm.

d) All construction debris must be placed in a proper receptacle for sanitation services pick-up.

e) Lawn maintenance debris may be placed curbside no longer than twenty-four (24) hours prior to pick-up, with the exception of post hurricane debris.

5) Trash Removal:

- a) Every property owner is required to place all refuse in plastic trash bags or trash cans.
- b) No debris may be placed curbside for pick-up more than twenty-four (24) hours before regularly scheduled pick-up days.
- c) All construction debris must be placed in a proper receptacle for sanitation service pick-up.
- d) Lawn maintenance debris may be placed curbside no longer than twenty-four (24) hours prior to pick-up, with the exception of post hurricane debris.
- e) After sanitation service has picked-up, all trash cans must be removed from curbside that same day.
- f) Garbage cans and receptacles must be stored out of view from the street.
- g) It is recommended that property owners pick-up any refuse left in streets, driveways and grass areas after trash removal.

6) Pets and Noise Nuisances:

- a) The use of fireworks is strictly forbidden within Hammock Creek.
- b) Homeowners may keep as pets those domestic animals permitted in accordance with state and local laws. All other animals are prohibited.
- c) There shall be no breeding of any animals for commercial purposes.
- d) All pets must be leashed when not confined on homeowners property.
- e) Pet owners must pick-up and dispose of all excrement when walking pets. Excrement may not be disposed of in preserve or lake areas.
- f) All dogs and cats must be properly licensed by Martin County.
- g) No doghouses, dog pens or dog runs shall be allowed.
- h) Continuous barking dogs will not be tolerated.
- i) Noise after 10 pm or prior to 8 am will not be allowed. This shall include, but not be limited to music, loud laughter and conversations, power tools or motor vehicle noises.

7) Signs and Decorations:

- a) No signs, advertisements or notices of any kind are allowed. This shall include, but not be limited to contractor advertising, political support signs "For Sale", or "Open House" signs.
- b) Holiday Decorations:
 - i) Holiday decorations may be displayed from November 15th through January 15th.
 - ii) Lighted decorations must not shine into adjoining property windows or be a nuisance to neighbors.

8) Antennas:

- a) Dish antennas may be no larger than eighteen (18) inches in diameter and must be securely affixed to property.
- b) All antennas must follow FCC guidelines.

9) Clotheslines:

- a) No clotheslines shall be permitted within view of the street or adjoining properties.

10) Boats and Trailers:

- a) No boats or trailers of any type shall be stored on driveways, in streets or in yards. They may, however, be stored in garage area, out of view from the street.

11) Garage Doors:

- a) Garage doors shall remain closed except when ingress-ing and egressing or when garage area is occupied, or when working on the property.

12) Service Equipment:

- a) All service equipment, including but not limited to pool equipment, air conditioning equipment, water softener equipment and generators shall be screened or landscaped to remove from view of both the street and adjoining property.

13) Exterior Modifications:

- a) All modifications and/or additions to the exterior of property must be approved by the Architectural Review Board (ARB). This shall include but not be limited to painting, landscaping modifications, fencing, play ground equipment, pool additions or alterations to exterior of property.

- b) Property owners must submit application to the ARB with required fees *prior* to the commencement of alterations.

14) Hurricane Procedures:

a) Pre Storm:

- i) Upon notification of a "hurricane warning" all homeowners should finalize preparations to protect their homes.
- ii) All loose items should be removed from the yard and pool area and moved indoors. This shall include, but not be limited to patio furniture, lawn ornaments, play equipment, basketball backstops, benches and flower pots.

b) Post Storm:

- i) Upon notification of an "all clear" from the weather service, property owners shall:
- ii) Remove all storm debris from the yard, driveways, sidewalks, and lake shorelines.
- iii) Trees that have been blown down must be righted and properly staked to ensure continued healthy growth.
- iv) Trees that cannot be saved must be removed and replaced per ARB Guidelines.
- v) All storm debris shall be placed in an orderly manner curbside for pick-up by sanitation service or private waste removal company or as otherwise directed.
- vi) Debris left curbside shall be placed in such a manner as to not block sidewalks, mailboxes or street right-of-way.

c) Hurricane Panels:

- i) Absentee property owners may install hurricane panels as early as May 1st and leave in place until November 30th if panels have been painted to match the color of the house walls.
- ii) Those property owners that are not absentee owners should install hurricane panels or hurricane shutters no more than 72 hours before the anticipated impact of the storm.

- iii) Storage of hurricane panels must be in doors, out of view from the street or adjoining properties.

15) Preserves/Lakes

- a) No altering of vegetation in lake or preserve areas is permitted.
- b) No dumping or disposal of trash in lake or preserve areas is permitted.
- c) No disposal of dog excrement in lake or preserve areas is permitted.
- d) No watercrafts are permitted on lakes.
- e) No swimming or trespassing in any lake or preserve area.

Hammock Creek Master Homeowners Association

RESOLUTION NO. _____

COVENANTS AND RULES ENFORCEMENT PROCEDURE

WHEREAS, Article 4(b) of the Master Declaration of Covenants and Restrictions for Hammock Creek provides that the Hammock Creek Master Homeowners Association shall regulate the use of the common property by the owners and may promulgate rules and regulations consistent with the Master Declaration; and

WHEREAS, Article 6(f) of the Master Declaration provides that the Master Association may levy and collect reasonable fines for violations of the Master Declaration, the Bylaws, and rules and regulations promulgated from time to time; and

WHEREAS, the Association desires to establish a procedure for enforcement of the protective covenants and rules adopted by the Association:

NOW, THEREFORE, BE IT RESOLVED that the following enforcement procedures will be followed:

1. Covenants Committee. The Board of Directors of the Master Association will establish and appoint a Covenants Committee consisting of a minimum of three (3) members who are not officers or employees of the Master Association nor the spouse, child, parent, brother or sister of any officer or employee, as required by Florida Statutes; additionally, every effort will be made to appoint at least one Committee member from each of the sub-associations.
2. Complaints. Violations of the covenants or rules are to be reported to the Master Association's Property Manager. The Property Manager may request that a violation will be confirmed in writing and signed by the complainant and transmitted to the Property Manager. All oral and written complaints will be investigated as soon as possible. The Property Manager is also authorized to inspect the community and identify violations.
3. Warning Letter. If the report of the alleged violation is found to be accurate, the Property Manager will send to the homeowner of the violating property (the "owner") a letter advising of the violation, describing the steps necessary to rectify the violation, and providing a reasonable time to comply and cure the violation.
4. Notice of Violation. If, after the time provided in the Warning Letter, the violation is not rectified, another complaint of violation is received or the violation is repeated, the Property Manager will send the owner a Notice of Violation describing the violation and the specific provision in the Governing Documents in violation, providing the date, time and place the violation was observed, requesting that the owner cease and desist the alleged violation, advising the owner that he can be fined for failure to comply, and giving reasonable time to come into compliance. The Notice of Violation will be sent by both certified mail and regular U.S. mail to the address of the owner, as contained in the Property Manager's records, and to the property address, if the owner's address is different.

5. Notice of Hearing. If, after the time provided in the Notice of Violation, the violation is not rectified, another complaint of violation is received or the violation is repeated, the Property Manager will send to the owner a Notice of Hearing which states the time and date of re-inspection and the continuing violation observed; advised of the time and date and place of Covenants Committee hearing; advised the owner that the Covenants Committee may assess a fine for failure to cure the violation; advising the owner that he may appear before the Covenants Committee, but that the Covenants Committee may hear the matter without the owner being present; advising the owner that he may present evidence or witness and cross-examine the Association's witness, but that an attorney is not required. The Notice of Hearing will be sent by both certified mail and regular U.S. mail to the address of the owner, as contained in the Property Manager's records, and to the property address, if the owner's address is different. The Notice of Hearing must be sent no less than seventeen (17) days prior to the scheduled Covenants Hearing Date.
6. Covenant Hearing.
 - a) The Chair of the Covenants Committee shall preside over the hearing and explain the procedure to the owner.
 - b) Each party has the right to: make a statement, introduce evidence and witnesses, cross-examine the other party and witnesses and rebut evidence and testimony.
 - c) Technical rules of evidence do not apply. Generally any relevant evidence may be admitted and hearsay evidence may be used to supplement or explain other evidence, but is not sufficient alone to support a decision.
 - d) The Chair may exclude irrelevant or repetitious evidence. The Chair may also impose reasonable time limits on the time for testimony or the number of witnesses.
 - e) If the Association does not present sufficient evidence of a violation, the notice of violation is dismissed.
 - f) If the owner fails to appear at the hearing, without a continuance, the Covenants Committee may hear the matter in default.
7. Decisions. The Covenants Committee may impose a fine for violations. A majority vote of the Covenants Committee is required to impose a fine. The decision of the Covenants Committee should be put in writing and issued to the owner, with a copy to the Property Manager, within thirty (30) days of the hearing. A summary of the Covenants Committee decision may be published in the Association newsletter, website and/or community cable channel.
8. Fines. The fine for each violation shall be Twenty-Five Dollars (\$25.00). A fine may be levied on the basis of each day for a continuing violation, but shall not exceed One Thousand Dollars (\$1,000.00) for each continuing violation. If not paid, fines may be enforced as provided in the Governing Documents and by law.
9. This Resolution does not waive or limit the Association's ability to enforce the protective covenants or the rules by any other means or manner provided in the Governing Documents or by law.

PASSED AND ADOPTED THIS 11TH day of July, 2006.

Hammock Creek Master
Homeowners Association, Inc.

Sean Forbes, Secretary

Darlene Reichel, President