

**Hammock Reserve Homeowners Association
Rules and Regulations**

1. The owners and lessees of each Lot shall abide by each and every term and provision of the Declaration of Covenants and Restrictions, and each and every term and provision of the Articles of Incorporation, and By-Laws of the Association.
2. No bicycles, tricycles, scooters, baby strollers or other similar vehicles or toys shall be allowed to remain in the Common Areas. The walkways, bridges, sidewalks, and streets shall not be obstructed.
3. Any damage to the Common Areas, property, or equipment of the Association caused by any Owner, his family member, guest, invitee or lessee shall be repaired or replaced at the expense of such Owner.
4. No vehicle will be parked or positioned so as to prevent access to another lot. Vehicles shall be parked only in the garages or in the driveways serving the Units, or on the street during hours when street parking is permitted, and nowhere else within the Hammock Reserve community (except as may be permitted for overflow/transient parking in the pool parking lot, as more particularly described in paragraph 2 below). Vehicles shall be parked overnight only in the garages or in the driveways serving the subject resident's Unit. No vehicle may be parked sideways at any time on any driveway apron or grassy swale (unless parking in such manner is necessary as an accommodation to a disabled party), and must instead be parked perpendicularly in the driveway (so as to allow two vehicles to be parked side by side in such driveway). At no time will the sidewalks be blocked by any vehicle. No vehicles may be parked on the street from 12:00 a.m. (midnight) to 6:00 a.m. These regulations apply to all Owners, their families, guests, invitees, licensees, and lessees and all of such parties shall obey any and all posted parking and traffic regulations installed for the safety and welfare of all Owners, residents, guests and invitees. The Association shall have the right to impose fines upon the Owner of any such Unit in violation of these regulations and to authorize the booting and/or towing away of any such vehicles that are parked in violation of these rules or any posted parking and traffic regulations, with any costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

Overflow and transient parking is permitted for cars, pickup trucks, sport utility vehicles and/or passenger vans (but not any other type of vehicles), in the pool parking lot, provided that none of the above stated vehicles may be parked overnight in such pool parking lot, and no unit may make use of the overflow parking in the pool parking lot, for more than three (3) consecutive days and/or nights without the Board's prior written permission. No more than three (3) of the pool parking lot parking spaces (none of which may be the handicapped parking spaces) may be used at any given time for such overflow or transient parking (with no more than one parking space used by any given owner). Any owner wishing to make use of such overflow or transient parking at the

pool parking lot (whether during the day or for overnight parking and whether for the owner or for any family member, guest tenant or invitee of the owner) for more than three consecutive days and/or nights must receive the Association's prior written permission for such extended use. No owner may make use of the pool parking lot, or allow any guest or invitee to make use of the pool parking lot, for overflow or transient parking, until and unless there is no available parking at the Unit Owner's residence (i.e., within the Owner's garage and/or driveway). As stated above, the Association shall have the right to impose fines upon the Owner of any such Unit in violation of the regulations related to the parking of vehicles in the pool parking lot and may authorize the booting and/or towing away of any such vehicles that are parked in violation of these rules. Notwithstanding anything herein to the contrary, the Association's Board of Directors may allow any of its subcontractors or vendors to make use of the pool parking lot to park any of the subcontractor's or vendor's vehicles (regardless of the type of vehicle), or to store materials, during the pendency of any project or any work being performed in the Hammock Reserve Community by such subcontractor or vendor.

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5. No Owner shall do or permit any assembling or disassembling of motor vehicles except within his garage. Each Lot Owner shall be required to clean his driveway of any oil or other fluid discharged by his motor vehicle.
6. Except as may be permitted in accordance with the Declaration, no transmitting or receiving aerial or antenna shall be attached to or hung from any part of a Lot or the Common Areas.
7. All garbage and refuse from the Lots shall be deposited with care in each resident's private garbage containers, which shall be placed so they are at all times (other than when placed at the curb for pickup) not readily visible from the Roads or from other Units. No garbage such as food or organic waste or materials attractive to animals may be placed in loose bags or containers at the curb, but must be placed in bags that are securely tied or otherwise closed and fastened and placed in the hard, closed, plastic trash bins provided by the City of Delray Beach. Additionally, all landscaping trimmings, other than that normally removed by the Association's landscaper, and/or property or materials that are being discarded (including, by way of example, but not limitation, old appliances, mattresses or furniture) and which will not fit within the resident's garbage container shall be stored somewhere on resident's Lot/Home so that such trimmings and/or property/materials are not readily visible from the roads or from other Units. No garbage or refuse, or landscaping trimmings and/or property/materials that are being discarded, other than that normally removed by the Association's landscaper, shall be deposited in any common Area for any reason, except that garbage containers and/or landscaping trimmings and/or property/materials that are being discarded and which do not fit within the resident's garbage container (such as refrigerators, furniture, etc.) may be placed at the curb no more than 24 hours prior to the scheduled time for the pickup and removal of such garbage or refuse, trimmings or property/material, pursuant to the

Delray Beach Trash Pick Up Schedule and Associated Guidelines available on the City of Delray Beach's website at mydelraybeach.com. Any garbage containers and/or trimmings and other property/materials left at the curb must be removed from the curb and stored back on the Lot/Home in an area not readily visible from the roads or from other Units by no later than noon of the day following the day scheduled for pick up by the City of Delray Beach (including any items that were not picked up and removed by the City). If, however, the scheduled pick up was cancelled due to inclement weather or some other factor or circumstance, the garbage containers and/or trimmings and other property/materials may be left at the curb for up to 24 additional hours to allow for a rescheduled pick up by the City. The Owner of any Unit violating this regulation shall be subject to potential fines of \$100 for each day that any such garbage containers, refuse, landscaping trimmings or other property/materials are left anywhere on the Common Areas in contravention of the provisions contained herein. No littering shall be done or permitted on the Association Property.

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8. No commercial vehicle, recreational vehicle (including, without limitation, all-terrain vehicles), camper, trailer, boat, bus, or similar vehicle shall park or be parked overnight anywhere in the Hammock Reserve community except in the resident's garage with the garage door closed. If any of such vehicles do not fit within the garage, with the garage door closed, then such vehicle(s) must be removed from the Hammock Reserve community during the overnight hours (i.e., from between 12:00 a.m. (midnight) to 6:00 a.m. each day). Cars, pickup trucks, sport utility vehicles and passenger vans may be parked overnight in the resident's driveway (provided that such vehicle(s) fit within the confines of the resident's driveway). For the purpose of these regulations, a commercial vehicle shall be defined as any vehicle, including trucks, sport utility vehicles, cars, vans or similar vehicles, displaying exterior lettering or logos for commercial purposes (but excluding factory installed lettering, such as, by way of example but not limitation, the Chevrolet logo), or which have tools or equipment that are visible from outside the vehicle, but which definition shall exclude police/emergency vehicles. Vehicles shall not be parked overnight on Roads, driveway aprons (in whole or in part) or swales. The Association shall have the right to impose fines upon the Owner of any such Unit in violation of these regulations and to authorize the booting and/or towing away of any such vehicles parked in violation of this regulation with costs and fees, including attorneys' fees, if any, to be borne by the vehicle owner or violator.

Revised September 2019

9. No garage doors shall be permitted to remain open except for temporary purposes, when the owner or resident is present and has a sufficient reason for having the garage door open (such as, but not limited to, vehicular ingress or egress to or from the garage, the performance of yard work or permissible work on a vehicle in the garage, to engage in social interaction with neighbors or guests, or to conduct other activity requiring the frequent ingress or egress to or from the home), and the Board may adopt further rules for the regulation of the opening of garage doors. The purpose of this rule is to prevent the garage from being left open for extended periods of time when there is no sufficient reason or basis for the garage door to be open, in order to preserve and promote the aesthetic appearance of the Community and to assist in preventing potential security issues, and the Board will interpret and enforce such rule in furtherance of such objective, including the right to impose fines.

Revised September 2019

10. No Smoking Areas:

To Avoid resident and guest exposure to secondhand smoke, and to promote public health, the smoking of all cigarettes, pipes, cigars, and e-cigarettes of any kind is NOT allowed in the following areas:

- 1) The Children's Play Area.
- 2) The Pool Area, to include both inside the fence surrounding the deck and pool and also on the walkway directly outside the two gates leading into the area.
- 3) Inside the Pool Clubhouse.

Adopted July 2015

11. Bathing Suits:

Unit owners, tenants, occupants and guest shall wear only appropriate bathing swim wear (i.e., bathing suits and swim trunks designed for and suitable for pool use) in the pool and shall not wear street clothing inside the pool. Unit owners, tenants, occupants and guests of any religion are permitted to wear modest or full coverage swim wear, provided same is designed for pool use, but such Unit owners, tenants, occupants and guest cannot wear street clothes in the pool.

Adopted March 2015

12. Use of Pool Shower:

Bathing prior to pool entry:

The Association provides showers for rinsing of the body and pool attire, prior to entry into and upon exit from pool. Such showers shall not be permitted to be used by Unit owners, tenants, occupant and guests for full bathing purposes. Accordingly, the application of soap or shampoo is prohibited while using the pool shower.

Adopted 2015

13. Complaints regarding the management of the Association property, or regarding the actions of other Owners, their families, guest, or lessees shall be made in writing to the Association and shall be signed by the complaining Lot Owner.

14. Any consent or approval given under these Rules and Regulations by the Association may be revocable at any time by the Board.
15. These Rules and Regulations may be modified, added to, or repealed in accordance with the By-Laws of the Association.

**By Resolution of the Board of Directors of
Hammock Reserve Homeowners Association
September 2019**

**Hammock Reserve Homeowners Association, Inc.
Amended Rules and Regulation to Add New Rules Regarding Signs, Ponds,
Temporary Storage Facilities, Capital Contribution and a Rental Transfer Fee**

Rules related to signs, use of Community Ponds and temporary storage facilities placement on a lot on Community property are adopted as follows:

16. Signs. No signs or banners shall be placed upon any Lot, except for security signs which may be specifically permitted by Section 720.304(6), Florida Statutes, as same may be amended and/or renumbered from time to time, and no signs shall be placed upon any Unit which are visible to the naked eye from the exterior of the Unit. Additionally, no signs may be placed anywhere in or upon the Common Areas, except by the Association. In the event any sign or banner is placed or installed on any Lot or upon any Unit or anywhere in or upon the Common Areas, which violates this Rule, the Association's Board of Directors shall have the right, and the right of entry upon the Lot or exterior of the Unit, to cause the removal and disposal of such sign or banner without notice to the subject owner or resident, and the entry onto the Lot and/or exterior of the Unit and the removal of such sign or banner shall not be deemed a trespass, and the Association shall not be liable to the owner or resident for the removal or disposal of the sign or banner or for any damage or loss to the sign or banner. Notwithstanding this prohibition on signs and banners, an owner or resident may place seasonal and holiday signs or banners on owner's/resident's Lot and /or Unit, which are normal and customary for the subject season or holiday, at the appropriate time (meaning no sooner than 30 days prior to the subject holiday, and removed no later than 14 days after the holiday). If any holiday or seasonal sign or banner is placed in violation of this rule, the Board shall have the right as noted above, to effectuate the removal and disposal of such seasonal or holiday sign(s) and/or banner(s), with no liability to the owner or resident for such entry onto the Lot and/or removal and disposal of such seasonal or holiday sign or banner.

Adopted June 2021

17. Ponds. No owner or resident or any other person may make any use of the ponds or any other waterway located anywhere in the Hammock Reserve Community, including without limitation for fishing, swimming or boating. Notwithstanding such prohibition, the Association and/or the Association's agents may perform any necessary maintenance on the ponds or other waterways and may access such ponds and/or waterways through whatever means necessary to allow for the performance of such maintenance.

Adopted June 2021

18. Temporary storage facilities. Placement approval, application and installation requirements:

1. Application. A temporary storage facility, to include a portable on demand storage facility, hereafter a POD, or a waste storage receptacle, hereafter a Dumpster, may not be installed on any lot or on common area property of Association, except with the advance written consent of the Association.
 - a. All Parties requesting a POD and/or a Dumpster must submit a written request to Association for approval to place a POD and/or a Dumpster on the property. In the event of a request by a party other than the unit's owner, the unit's owner's signature on the request is required.
 - b. All requests must identify the (i) size, (ii) approximate location and (iii) necessity for the placement of the POD and/or a Dumpster and (iv) the manner by which requesting party will address vehicle parking when the POD and/or dumpster is in place.
2. Installation location. The POD and/or a Dumpster is to be located, exclusively, on a lot, on paved driveway, absent extenuating circumstances (by way of example, unavailability of driveway due to presence of debris). POD and/or a Dumpster may not be placed on landscaped areas or common area, absent Association written authorization for extenuating circumstances, such as the unavailability of a driveway due to hurricane debris.
3. Duration of presence of POD and/or a Dumpster. POD and/or a Dumpster may remain on the lot for a maximum of four (4) days, unless the Association provides written acknowledgment of an extenuating circumstance and issues specific written extension of additional days.
4. Liability. The Association assumes no responsibility for safeguarding or protecting the POD and/or Dumpster or the contents thereof.
5. Removal and restoration.

- a. If a POD and/or a Dumpster remains longer than the period for which the presence of the POD and/or a Dumpster has been approved, the POD and/or a Dumpster will be subject to removal, to include towing, at the expense of the unit owner of the lot on which said POD and/or a Dumpster is situated.
- b. Upon removal of a POD and/or a Dumpster, unit owner is responsible for ensuring the driveway (or other location, if approved in writing by the Association) is restored to the approximate condition as such location appeared prior to the POD and/or a Dumpster's placement.

Adopted June 2021