

Hidden Hills Country Club Estates

Homeowners Association Rules & Regulations

*Amended August 2020
Version 1*

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General Rules

Homeowners Associations, their Boards of Directors, and the Declarations of Covenants, Restrictions, and Easements that govern their management exist to encourage a sense of community, establish reasonable standards of care and maintenance of both common and private property for the benefit of the community as a whole, and protect the investment of the Homeowners who join the community.

This document was developed to provide the community with an equitable, efficient, transparent, and timely process to enforce Covenant property maintenance standards, and if necessary, impose and collect fines from Homeowners or their tenants (“Occupants”) as necessary to ensure the well-being of the entire community. In the Hidden Hills Country Club Estates (“HHCCE”) community, the Enforcement Committee was established to assist the HHCCE Board of Directors (“the Board”) and the Property Management Company in administering the standards enforcement process. Periodically, as a good management practice, and in response to concerns of the community, it is necessary to review the processes established by the Covenant in this important area, and revise, amend, or amplify them as necessary, in accordance with Florida law, in response to the evolving needs of the community.

I. General Covenants

1. General Covenants

1.1 Compliance with Rules and Regulations

1.1.1 Homeowners and Occupants (defined as tenants, long-term guests, and non-owner residents) shall comply with these Rules and Regulations as set forth herein and any/all rules and regulations for the amenity facilities, which may be adopted/amended from time to time, and the provisions of the Declaration, Bylaws, and Articles of Incorporation of HHCCE. Failure of a Homeowner/Occupant to comply is grounds for action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, and any combination thereof. The Association shall have the right to suspend voting rights and the use of recreation facilities in the event of failure to comply. In addition to all other remedies, a Fine or Fines may be imposed upon a Homeowner for failure of an Owner, Occupants, family, guests, invitees, or employees, to comply with any covenant, restriction, rule, or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws, as provided in the Declaration.

1.1.2 Homeowners will be assessed fines according to the fee schedule outlined in Section IV.

1.1.3 Homeowners/Occupants with questions or concerns about the content of this document may formally contact the Board by letter addressed to HHCCE Board, at the address of the current management company. Homeowners/Occupants may contact the Board informally using email address HiddenHills@agentlink.net; email communications are a convenience to all parties involved but responses from this method of communications in a timely manner are neither expected nor guaranteed.

1.2 Compliance with Local, State, and Federal Law

1.2.1 Homeowners shall comply with all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction.

1.3 Directing Association Employees

1.3.1 The Board is solely responsible for directing and supervising employees of the Association through the Property Management Company. Homeowners/Occupants are prohibited from asking employees of the Property Management Company, HHCCE employees, or HHCCEE contracted employees to do personal errands.

1.4 Association's Authorization to Maintain Facilities

1.4.1 Easements for retention pond maintenance exist as part of the community systems utility easements; such maintenance may require the launching and landing of small boats or access to buried water pipes that connect retention ponds under a roadway.

1.4.2 Homeowners/Occupants should expect that companies doing work for HHCCE or the Hidden Hills Golf Course will make reasonable attempts to avoid disrupting or damaging existing landscaping while doing maintenance.

1.5 Tenants

1.5.1 Any Homeowner who leases their property shall be responsible for advising their Occupant of the governing rules and regulations, covenants, and restrictions as outlined in the Declaration of the Association and supplemental documentation. In the HHCCE community, Homeowners must ensure that Occupants comply with the Duval County zoning requirement of only single-family usage in each residence (or any other governing bodies).

1.5.2 Any occupancy agreement, written or oral, must be for a term of at least three (3) months.

1.6 Children

1.6.1 Children will be the direct responsibility of their parents or legal guardians, including their full supervision while within the Property and full compliance by children with these rules and regulations and all other rules and regulations of HHCCE.

1.6.2 To protect the health, safety and welfare of a child, children under 12 years of age must be accompanied by a responsible adult when entering and/or utilizing recreation facilities unless the child can demonstrate that they can use the facilities in a manner that does not require supervision for their health, safety, or welfare, and must comply with the current rules and regulations of that facility, which may be amended from time to time by the

HHCCE Board. An individual who is not a competent swimmer must be supervised by a competent swimmer when utilizing the pool facilities.

1.7 Signage

- 1.7.1 A sign denoting the street number of a residence is required. The sign must be located and designed in accordance with approved standards.
 - 1.7.1.1 One small sign with resident's name is permitted.
 - 1.7.1.2 No other signage is permitted other than small security company signs and small decal in the window required by the City.
- 1.7.2 'For sale' signs, using the Hidden Hills green design, will be permitted providing:
 - 1.7.2.1 Signs must be placed near the front entrance of the home, parallel to the street.
 - 1.7.2.2 Signs may be placed four to five feet in front of the landscaping, but not in the center of the yard.
 - 1.7.2.3 'For sale' signs for unimproved lots must be placed 20 feet from the curb or at the edge of the tree line, parallel to the street.
 - 1.7.2.4 Signs cannot exceed the standard 18" by 24" real estate size.
 - 1.7.2.5 Specialty signs (such as Showcase of Homes, etc.), open house, and directional signs are permitted, provided they are removed immediately after the event.
 - 1.7.2.6 "Sold" signs in the form of a rider or separate sign are permitted but must be removed as soon as the new buyer closes or moves in, whichever comes first.
- 1.7.3 Non-standard signs and those improperly placed are subject to removal.

1.8 Parking and Vehicles

- 1.8.1 Recreational vehicles:
 - 1.8.1.1 No boat, trailer, jet ski, camper, or recreational type vehicle may be parked or stored on residential property other than for the sole purposes of loading, unloading, and cleaning, and may not be left on property overnight or in the street for any reason.
- 1.8.2 All vehicles parked in open view (i.e. not in a garage) must be operable, have a current registration, and have current tags. Vehicles without current tags or disabled vehicles are subject to the fines outlined in Section IV. If the issue is not resolved after three (3) business days after a fine has been issued, the vehicle may be towed without further notice and at the Homeowner's expense.
- 1.8.3 Homeowners/Occupants are required to have vehicle automated gate RFID tags for each vehicle owned or leased by Homeowners/Occupants. Homeowners/Occupants without a RFID tag may be required to complete a form at the guardhouse and present a valid license every time they enter the neighborhood, and are subject to a monthly fine until an RFID tag is affixed to the vehicle.
- 1.8.4 No repair or overhaul of any vehicle is permitted on any part of the property other than in a closed garage.
- 1.8.5 No commercial vehicle or resident's vehicle with a commercial signage may be parked in the driveway overnight. Public service vehicles (police cars, standard-size emergency vehicles, and standard-size trucks owned by JEA) shall not be considered commercial vehicles and are thusly exempt from this rule.
- 1.8.6 No vehicle (except moving vans – see 1.8.7) may be parked on the street overnight. All Homeowners/Occupants have the obligation to inform any guests of this policy. Vehicles left in the street overnight, whether the vehicle is owned by the Homeowner, Occupant, or guest subject to the fines outlined in Section IV.
- 1.8.7 No construction container, roll-off dumpster, self-storage container or similar object shall be placed on the streets. Moving vans may only be parked on the street overnight if unloading that day or the next.

1.9 Commercial Activity

- 1.9.1 Commercial activity on any residential lot or unit that generates traffic or other nuisances to neighbors is prohibited without prior approval of the Board and/or Duval County zoning authorities, and any vehicle parked in the street in connection with such commercial activity or nuisance to neighbors may be towed without further notice at the Homeowner's expense.

- 1.9.2 Commercial activity on Common Property is prohibited without prior approval of the Board and/or Duval County zoning authorities.
- 1.10 Pets
- 1.10.1 Homeowners/Occupants must properly control all animals according to the City of Jacksonville Animal Control ordinances and applicable state laws.
- 1.10.2 Animals are permitted off-leash and unsupervised in a properly fenced backyard. However, unattended dogs are not permitted to remain outside unsupervised if barking becomes a nuisance to neighboring Homeowners/Occupants. Additionally, dogs deemed potentially dangerous by HHCCE (based upon documented evidence or past behavior) are not permitted outside unsupervised, even in a properly fenced backyard.
- 1.10.3 HHCCE Board has the right, at its sole discretion, to require a Homeowner/Occupant to promptly remove any pet it determines to be dangerous to other residents.
- 1.10.4 Pets must be leashed at all times when not in the Homeowner/Occupant's fenced property. Homeowners/Occupants with pets seen running loose, threatening residents, or causing a nuisance are subject to fines.
- 1.10.5 Pet owners are required to clean up after their pets after walking their pets. Pet owners must also clean up their lawns after their pets so as not to cause a nuisance to neighboring Homeowners/Occupants.
- 1.11 Traffic and Vehicles
- 1.11.1 Traffic
- 1.11.1.1 The roads in HHCCE are private roads, and HHCCE maintains the right to regulate all types of traffic under the direction of the HHCCE Board. All regular vehicular laws apply.
- 1.11.1.2 JSO patrols the streets with the approval of HHCCE and at the discretion of the Board. The Board authorizes JSO officers patrolling the neighborhood to enforce all traffic laws.
- 1.11.2 Unlicensed Motor Vehicles
Gas-powered scooters, all-terrain vehicles (ATVs), unlicensed mopeds, motorized go-carts or similar vehicles are prohibited on the roadways of the community and are subject to the fines outlined in Section IV.1.11.2.2 Golf Carts are permitted on community roadways, with the following caveats: 1.11.2.2.1 While driving/riding during daylight hours, the minimum age for driving the golf cart is fourteen (14) years old. 1.11.2.2.2 Only licensed drivers shall drive the golf carts while driving at night, and golf carts must have proper lighting (headlights and taillights).
- 1.11.3 Violations of these rules are subject to the fines outlined in Section IV.
- 1.12 Detached Structures and home equipment
- 1.12.1 Detached structures such as permanent sheds (whether prefabricated or custom built) and carports are prohibited.
- 1.12.2 Exterior mechanical equipment (such as air conditioners, LP tanks) must be shielded from the golf course, adjacent properties, and the street by the use of landscaping, a low wall or fence (built to match the aesthetic of the home), and which keeps with the standards of the community.
- 1.13 Temporary, Movable Structures
- 1.13.1 No temporary structures should be placed on a property without ARC approval first, and except under the following circumstances:
- 1.13.1.1 Temporary construction sheds, dumpsters, etc. are permitted during permitted permanent improvements.
- 1.13.1.2 Moving vans and temporary containers (such as PODS) will only be permitted during the actual loading and unloading process. In any event, the timeframe should not exceed seven (7) calendar days.
- 1.13.1.3 Violations of these rules are subject to the fines outlined in Section IV.
- 1.14 Trash

- 1.14.1 All garbage, trash and lawn debris must be stored in closed containers (if possible) and in such location so as to be hidden from view from adjacent dwellings, the street, and the golf course.
- 1.14.2 Lawn debris may not be placed at the curb earlier than 4:00 p.m. on the day prior to the normal pick up day designated by the City of Jacksonville.
- 1.14.3 Trash, household garbage, and recyclables, may not be placed at the curb earlier than 4:00 p.m. on the day prior to the normal pick up day designated by the City of Jacksonville.
- 1.14.4 No trash or unbagged debris may be placed on the curb or roadway at any time. HHCCE reserves the right to have the debris picked up at the Homeowner's expense.
- 1.14.5 All trash receptacles must be placed out of sight by midnight on the day of pickup.
- 1.15 Hazardous Materials
 - 1.15.1 Storage of gasoline or LP gas, in amounts suitable for normal home usage, is permitted when properly stored in legally approved containers.
 - 1.15.2 Use of larger LP gas cylinders is subject to approval by the Architectural Review Committee (ARC). Such cylinders must be suitably shielded as opposed to contained inside a structure.
 - 1.15.3 Storage of other hazardous materials such as flammable, combustible, corrosive, or explosive fluids, chemicals, or substances is prohibited.
 - 1.15.4 Disposal of hazardous materials, including oil and other petroleum products, must be through the City of Jacksonville. Dumping of such materials in storm drains, lakes, retention ponds, or conservation areas is prohibited.
- 1.16 Prohibition of Projectile Weapons
 - 1.16.1 Use of projectile weapons such as firearms, bows, BB guns, and slingshots are prohibited on Common Property, except as expressly permitted by local, state, and national laws.
- 1.17 Prohibition of Hunting and Trapping
 - 1.17.1 Hunting and trapping wildlife are prohibited on Common Property, Lots, and Units.
 - 1.17.2 Trapping for pests such as moles, armadillos, and the use of extermination professionals is excluded from this prohibition.
- 1.18 The ARC has the right and responsibility to review any changes made to the exterior of a property as well as approving any new construction. A resident must submit an ARC Application Form (Form) for any proposed changes to the home for which there is a form available on the neighborhood webpage.
- 1.19 Modifications with ARC Approval
 - 1.19.1 At its discretion, the Association may fine any resident who commences modification to his residences without making proper application to the ARC and receiving approval before commencing.
- 1.20 Prohibition on use of Drones
 - 1.20.1 Due to guidelines set forth by the FAA restricting the use of drones within 5 miles of an airport, no Homeowner/Occupants, their guests, or agents may use a drone within the HHCCE community.

II. Maintenance

2. Maintenance of Landscapes

- 2.1 Lawn Maintenance for Improved Lots: Homeowners/Occupants shall keep their lot and all improvements thereon in good order and repair. Failure to maintain these standards are subject to the fines outlined in Section IV. Failure to comply after 30 calendar days may result in Association completing cleanup and the Homeowner will be billed for the cost. 'Good order and repair' are generally defined as the following:
 - 2.1.1 Mow lawns on a regular basis sufficient to keep the grass no more than eight (8) inches high at any time;

- 2.1.2 Lawn is free of insect or fungus issues;
- 2.1.3 Shrubs and trees neatly trimmed;
- 2.1.4 Dead shrubs and trees removed in a timely fashion;
- 2.1.5 Dead branches must be removed;
- 2.1.6 Beds properly maintained and free of weeds;
- 2.1.7 Concrete joints of walks and drives free of weeds;
- 2.1.8 Neatly edge walkways, driveway, and along the curb of the right of way;
- 2.1.9 Complete cleanup and repair of damage from a hurricane or other natural disaster in a timely manner;
- 2.1.10 Repair irrigation head and water line failures causing any active water leak;
- 2.1.11 Adjust irrigation spray heads such that irrigation spray on the roadway is reasonably avoided or minimized in maintaining full lawn coverage;
- 2.1.12 Open space vistas firewood stacks are to be hidden and maintained in good order within the sidelines of the house and in the rear yard; and
- 2.1.13 Woodpile coverings are permitted in back and side yards only if the cover is an earth tone color and the woodpile is shielded from the view of the street. For example, a tarp-covered woodpile may be located under a deck with shrubs planted around it.
- 2.1.14 Maintenance of Unimproved Lots: Homeowners/Occupants shall keep their lot thereon in good order and repair. Failure to maintain these standards are subject to the fines outlined in Section IV. Failure to comply after thirty (30) calendar days will result in Association completing cleanup and the Homeowner will be billed for the cost. 'Good order and repair' are generally:
 - 2.1.15 Lot shall be mowed on a regular basis, and in any case, the grass/weeds shall not be higher than twelve (12) inches;
 - 2.1.16 If property is wooded, at least a ten-foot (10') strip is be mowed at the road and a five-foot (5') strip is mowed next to adjacent properties;
 - 2.1.17 Lot is free of debris; and
 - 2.1.18 Vacant lots must be clear of debris and any brush cut and maintained if any such debris or brush are within three hundred feet (300') of any residence.
- 2.2. Maintenance of Home Exterior, Walks & Drives: Homeowners/Occupants must maintain the following exterior maintenance standards. This should be done in a manner and with such frequency as is consistent with good property management and the precedent set in the surrounding community:
 - 2.2.1 All exterior surfaces of the home including eaves, soffits, fasciae, gutters, roof, and body of the home clean of stains and mildew and painted;
 - 2.2.2 Shutters and windows are in good repair, and free of stains & mildew;
 - 2.2.3 Entry doors and garage doors are in good repair, free of stains & mildew;
 - 2.2.4 Complete cleanup and repair of damage from a hurricane or other natural disaster in a timely manner;
 - 2.2.5 All external buildings and improvements are in good repair, free of stains & mildew;
 - 2.2.6 Walls and roof are free of stains & mildew;
 - 2.2.7 Outdoor storage of garden tools and hoses are screened from view and kept behind shrubs;
 - 2.2.8 Any tools or items stored under a back porch or deck are shielded from view;

- 2.2.9 Front doors and entry area decorations are tasteful and in keeping with the style and colors of the house;
 - 2.2.9.1 The ARC reserves the right to evaluate objects near the front door and entry area on criteria such as the site, proportion, color, and appropriateness to surrounding environment
 - 2.2.10 Plants and flowers in pots must always be neat and healthy;
- 2.3. Maintenance of Fencing: Homeowners/Occupants must maintain the following fence maintenance standards. Failure to maintain these standards are subject to the fines outlined in Section IV:
 - 2.3.1.1 Maintain fence appearance as initially constructed and otherwise improved;
 - 2.3.1.2 Maintain fencing, including any gates, in sound working order and retain a neat orderly appearance;
 - 2.3.1.3 Free of stains & mildew;
 - 2.3.1.4 No broken slats or posts; and
 - 2.3.1.5 Complete cleanup and repair of damage from a hurricane or other natural disaster in a timely manner
 - 2.3.1.6 Homeowners/Occupants shall not allow any openings in a fence without prior permission. Homeowners/Occupants shall provide for a temporary, secure fence in the event that the fence is damaged or removed.
- 2.4 Maintenance of Walks, Drives, & Sidewalk: Homeowners/Occupants must maintain the integrity and cleanliness of walkways and driveways. Failure to maintain these standards are subject to the fines outlined in Section IV.
 - 2.4.1 Promptly remove hazardous debris such as metal or broken glass on sidewalks or driveway areas used as part of a sidewalk by pedestrians;
 - 2.4.2 Remove non-hazardous debris such as pet droppings, leaves, lawn clippings, or trash on sidewalks or driveway areas used as part of a sidewalk by pedestrians;
 - 2.4.3 Maintain walks, driveways, and sidewalks clean of stains and mildew to the extent that pressure washing allows;
 - 2.4.4 Repair damage to or large cracks in walks, driveways, and sidewalks; and
 - 2.4.5 Maintain rights of ways to the curb using the same care, diligence, and regulations.

III. Architectural Modification to Residence and/or Property

3. Architectural Modification to Residence and/or Property (For a complete list of items requiring ARC approval, please visit the “Forms” section of the HHCCE website).
 - 3.1 Patios and Walkways: An ARC Form must be submitted for patio covers, trellises, permanent seating, railings and other items not enumerated below.
 - 3.2 Exceptions:
 - 3.2.1 Submission of an ARC Form for walkways is not required if:
 - 3.2.1.1 The walkway is located in the rear yard;
 - 3.2.1.2 The walkway does not extend beyond the sidelines of the house and does not extend to within ten (10) feet of the side property line; and
 - 3.2.1.3 The walkway does not exceed four (4) inches above the ground at any point.
 - 3.3 Exterior Decorative Objects: Front Porch, Lighting, Etc.:
 - 3.3.1 An ARC Form must be submitted for all exterior decorative objects, both natural and manufactured. Those items include wagon wheels, sculptures, fountains, antennas, freestanding poles of all types (including flagpoles), and items attached to approved structures. However, an ARC Form is not required for a single flagpole attached to the front portion of a home.
 - 3.3.2 An ARC Form must be submitted for all exterior lights or lighting fixtures in the front of the home, not included as part of the original structures, except those that meet the following criteria:
 - 3.3.2.1 Lighting does not exceed twelve (12) inches in height;
 - 3.3.2.2 The number of lights does not exceed ten (10); and
 - 3.3.2.3 All lights are the low-voltage (maximum 12 volts), non-glaring type, and are located to cause minimal visual impact on adjacent properties and streets.
 - 3.4 Gardens
 - 3.4.1 An ARC Form must be submitted for garden plots except those that meet the following conditions:
 - 3.4.1.1 The plot is located behind rear line of house;
 - 3.4.1.2 The plot is no larger than one hundred and fifty (150) square feet or one quarter (1/4) of the rear lot, whichever is smaller; and
 - 3.4.1.3 All plants are less than four (4) feet tall.
 - 3.5 Play Equipment, Play Houses and Tree Houses:
 - 3.5.1 Except for lots adjacent to a lake, An ARC Form is not required for play equipment that meets the following conditions:
 - 3.5.1.1 It is located in the back yard and is within the extended sidelines of the house;
 - 3.5.1.2 It is within the screened/ fenced area of the rear of the house, if the yard is fenced; and
 - 3.5.1.3 Metal play equipment, exclusive of wearing surfaces (slide poles, climbing rungs, swing seats, etc.) are painted to blend into the surrounding environment (earth tone colors).
 - 3.5.1.4 A baseball backstop or similar item is not considered play equipment and must comply with the fence guidelines.
 - 3.5.2 An ARC Form must be submitted for all playhouses and tree houses.
 - 3.5.2.1 Playhouses and tree houses must be located where they will have minimum visual impact on adjacent properties. In most cases, material used must match existing materials of the house and the tree/play house may not be larger than 100 square feet.
 - 3.5.3. Basketball Goals: An ARC Form is not required to be submitted if all of the following requirements are met:
 - 3.5.3.1 Goal backboard is perpendicular to primary street; and
 - 3.5.3.2 Background is white, beige, clear, or light gray and the post is painted black.
 - 3.5.3.3 If freestanding or portable, one rectangular guideline surrounding the hoop is permissible.
- Private Pools
- 3.5.4 An ARC Form must be submitted for all in-ground pools.



- 3.5.5 Appearances, height and detailing of all retaining walls must be consistent with the architectural charter of the house. Some terracing may be acceptable.
- 3.5.6 Maximum pool area shall be 2,000 sq. feet (including the pool and decking).
- 3.5.7 Glaring light sources that can be seen from neighboring lots are not permitted.
- 3.5.8 Landscaping enhancement for the pool area and screening with landscaping is required.
- 3.5.9 An ARC Form must be submitted for exterior hot tubs.
 - 3.5.9.1 Hot tubs must be screened from adjacent properties and streets.
- 3.5.10 An ARC Form is not required for a children's portable wading pool (those that can be emptied and stored out of view at night) that does not exceed eighteen (18) inches in depth and whose surface area does not exceed thirty-six (36) square feet.
- 3.5.11 Above-ground pools are prohibited.
- 3.6 Fencing:
 - 3.6.1 Allowable Fence Construction Type:
 - 3.6.1.1 Interior Lots:
 - 3.6.1.1.1 Must be made cedar, cypress or No. 2 grade or better pressure-treated pine and must be natural, stained, or painted to match the exterior color of home; or beige or white vinyl fencing or aluminum or iron (or as defined on the ARC Form);
 - 3.6.1.1.2 Vertical supports be a minimum six-inch-by-six-inch (6"x6") wood posts or painted vinyl poles, preferably boxed in as to appear to be six-inch-by-six-inch (6"x6") posts;
 - 3.6.1.1.3 Maximum fence height is six (6) feet;
 - 3.6.1.1.4 Any crossbeam structures shall not be visible from any street (must face inside toward the yard); and
 - 3.6.1.1.5 Maximum fence height for homes that are located on the border of the HHCCE property line (perimeter) is to remain the same height as the existing fence to be replaced; however, fences that separate these homes from other HHCCE properties are to be no higher than six (6) feet.
 - 3.6.1.2 Golf Course Lots:
 - 3.6.1.2.1 Fence must be made of iron or aluminum;
 - 3.6.1.2.2 Fence must be painted/powder coated black; and
 - 3.6.1.2.3 Maximum height is four (4) feet.
 - 3.6.1.3 Chain link fences are strictly prohibited.
 - 3.6.2 An ARC Form must be submitted for all fencing. All Forms must include the following information:
 - 3.6.2.1 Picture or drawing of the fence type;
 - 3.6.2.2 Height;
 - 3.6.2.3 Color; and
 - 3.6.2.4 A site plan denoting the location of the fence must accompany the Form. Fences shall not be located closer to any street than the rear edge of the house. However, on corner lots, the fence shall not be closer to any side street than the building line of lot.
 - 3.6.3 Dog runs: An ARC Form must be submitted for all dog runs. Dog runs must meet all fence guidelines. If other fencing exists on property, fencing for the dog run must be of same type.
- 3.7 Exterior Landscaping
 - 3.7.1 An ARC Form is not required for ornamental trees and shrubbery. However, an ARC Form must be submitted for screen plants (row or cluster style) and property line planting.
 - 3.7.2 An ARC Form is required for the removal of shrubs and trees over eight (8) feet in height.
 - 3.7.2.1 The ARC Form must include a description of the types and sizes of trees or shrubs to be planted and a site plan showing the relationship of planting to the house and adjacent dwellings.
 - 3.7.2.2 The ARC Form is not required to trim trees and bushes, as long as heavy equipment (such as bucket trucks, cranes, dump trucks, or similar vehicles) are not used. This provision excludes pull-behind mulchers and trucks to haul away debris (that is smaller than a dump truck).

- 3.7.3 Landscaping should relate to the existing terrain and natural features of the lot, utilizing plant material native to the Southern United States. The amount of character of the landscaping must conform to the precedent set in the surrounding community.
- 3.7.4 The preferred landscape bed edging is a neat four (4) to six (6) inch-deep trench.
- 3.8. Decks:
 - 3.8.1 An ARC Form is required and must include the following to build a deck:
 - 3.8.1.1 A site plan denoting location, dimensions, materials and color;
 - 3.8.1.2 The deck may not extend past the sides of the house; and
 - 3.8.1.3 A graphical depiction of all existing trees and landscaping near the proposed deck, both current and proposed.
 - 3.8.2 Homeowners are required to obtain a building permit for a deck if required by local code.
- 3.9 Exterior Building Alterations:
 - 3.9.1 An ARC Form must be submitted for all building alterations. Building alterations include, but are not limited to, storm doors and windows, construction of driveways, additions, chimneys, and exterior painting (both existing and new colors) to the home.
 - 3.9.2 The original architectural character of the theme of any home must be consistent for all components of the home. Once the character is established, whether it's traditional, contemporary, etc. no change may alter the character.
 - 3.9.3 Owners are advised that a building permit may be required for certain exterior building alterations, and copy of permit must be provided to the ARC prior to commencement of work.
 - 3.9.4 Exterior painting requires the following information:
 - 3.9.4.1 Paint samples (3" x 5") or a picture of the paint color used in (or approved for) this community;
 - 3.9.4.2 Area of home to be repainted;
 - 3.9.4.3 Photograph of your home and homes on either side (in most cases, adjacent homes cannot be painted the same color); and
 - 3.9.4.4 The address of a home where color has been approved.
- 3.10 Storm Windows:
 - 3.10.1 Storm windows and doors must be made of anodized bronze or anodized aluminum with a baked enamel finish compatible with the primary and trim colors.
 - 3.10.2 The ARC Form must contain the following information:
 - 3.10.2.1. Picture or drawing of all windows/doors on which storm windows/doors will be installed;
 - 3.10.2.2. Picture depicting style of storm window/door to be installed; and
 - 3.10.2.3. Color.
 - 3.10.3 If County authorities make any changes to the plans as approved by the ARC Board, the owner must submit such changes for approval prior to commencing construction.
- 3.11 Doghouses:
 - 3.11.1 An ARC Form must be submitted for all doghouses. All doghouses must be located where they will have minimum visual impact on adjacent properties.
- 3.12 Antennas and Satellite Dishes:
 - 3.12.1 An ARC Form must be submitted for any exterior communications antenna or satellite dish.
 - 3.12.2 Satellite dishes of twenty-four (24) inches or less in diameter are permitted provided they are shielded from view from the street or neighboring houses.
 - 3.12.3 In the event that the dish cannot be shielded with shrubs, the dish must be painted to blend with the house or roof.
- 3.13 Solar Panels:
 - 3.13.1 An ARC form must be submitted for all solar panels. The information is required but not limited to:
 - 3.13.1.1 Color and any contrast to roof;
 - 3.13.1.2 Construction type;
 - 3.13.1.3 Location and position of solar panels on the roof;
 - 3.13.1.4 Method of attachment to roof; and
 - 3.13.1.5 Plumbing connection to the house
- 3.14 Variances
 - 3.14.1 Any request for an exception to these rules must be in writing and submitted with any application for Architectural Review. Upon approval by the majority of the Board, the



ARC may grant an exception to these rules and/or impose further conditions for the granting of such exception.

IV. Summary Of Enforcement and Fines Process

4. Summary of Enforcement and Fines Process

- 4.1 The Property Management Company will initially notify Homeowners/Occupants in violation of Covenant property maintenance, appearance, and usage standard by letter and grant them a reasonable period of time to correct the specified violation(s).
- 4.2 An Owner or Tenant has the responsibility to provide the Property Management Company with proof that the violation has been corrected prior to presentment of the violation to the Board for consideration of imposing a fine. The Board highly recommends that the Owner or Tenant provide this proof rather than rely solely on the Management Company inspection process.
- 4.3 If Owners or Tenants do not correct the violation(s) specified in the advisory letters within the established time interval, the Property Management Company will present the matter to the Board to consider imposing a fine. If the fine is approved, the Property Management Company will send an Intent to Fine letter by Certified Mail. In the case of multiple violations, a fine will be imposed for each violation.
- 4.4 **Hearing Committee**
 - 4.4.1 As provided by state law, Homeowners/Occupants will be afforded the opportunity to contest the violation(s) identified in the Intent to Fine letter, or otherwise seek relief, in person during regularly scheduled meetings of the Hearing Committee or HHCCE Board, or through formal correspondence. Specific instructions on seeking redress or relief are contained in the Intent to Fine letter.
 - 4.4.2 At each meeting, the Hearing Committee will gladly meet with each Homeowner (or Occupant with Homeowner's permission to represent Homeowner) to discuss violations during the regularly held meetings. The Hearing Committee meetings are regularly held according to a published schedule.
 - 4.4.3 The Hearing Committee will hold one vote on each violation at the meeting following the Intent to Fine letter issued by the Property Management Company, and any fines will be assessed based upon that single vote and upon majority approval of the Hearing Committee and be assessed in the amount set by the Board of Directors unless the Board of Directors provides additional authority to the Hearing Committee to regulate the amount of the fine.
 - 4.4.4 If the Hearing Committee votes to approve a Fine, then the fine will be assessed five (5) business day following the fine meeting.
- 4.5 **Remediation Plan Option:**
 - 4.5.1 Upon receiving notice of a Violation, the Homeowner may submit a written plan to the Board of Directors for remediation of the Violation. The Board of Directors may, at its sole discretion, accept that plan and thereby choose to suspend the enforcement process for that Violation while the Homeowner/Occupant corrects the Violation. The enforcement process suspension may be revoked at the Board of Directors' sole discretion if the Homeowner/Occupant fails to follow the already accepted remediation plan.
 - 4.5.2 A Remediation Plan should contain details on how the Violation will be corrected including how the work will be done, who will do the work, what type of work will be done, when the work should start, and the duration of the planned work.
- 4.6 **Frequency of Fines**
 - 4.6.1 The enforcement process is conducted on a monthly basis.
- 4.7 **Amount of Fines:**
 - 4.7.1 The Fine Amount for each type of violation shall be the same for each Homeowner.
 - 4.7.1.1. A fine for a single occurrence of a Violation shall be up to \$100.
 - 4.7.1.2. A fine for a Continuing Violation shall be \$100 per day up to \$1,000.00.
 - 4.7.2 At the sole discretion of the Board of Directors, the Fine Schedule listed below, or modification thereof, may be adopted to regulate the Fine Amount of a Continuing



Violation. The Fine Schedule listed below provides that, if the Continuing Violation is corrected prior to 120 days from the date the fine was levied, the Fine Amount shall be discounted according to the Fine Schedule.

4.7.2.1. Illustrative Example:

If a \$100/day Lot Maintenance (R1) Violation is levied, and then corrected within 30 days of when the fine was levied, the fine will be reduced to \$50. If it was corrected within 60 days, then the fine amount is \$150.

4.7.3 It is the Owner’s responsibility to report the correction of a Continuing Violation to the Board of Directors and to include all relevant materials demonstrating the correction, such date-stamped pictures identifying the correction is complete.

4.7.4 The Board may alter the Fine Amount discount periods or amounts stated in the Fine Schedule at its sole discretion when levying a fine, and include in its consideration any prior or contemporaneous Violations regarding the Owner or Tenant.

4.8 Intent to Access:

4.8.1 In the event that the “Intent to access” for routine lawn or landscape maintenance is invoked, the charge to the Homeowner for cutting, edging, trimming, and other treatments such as fertilizer, pesticide, or insecticide, will be at cost plus a surcharge of ten percent (10%). Mailing, legal, and processing fees incurred to obtain compliance will be in addition to the above costs.

4.8.2 Typical reasons for filing an “Intent to Access” include, but are not limited to, cutting of lawns, edging, trimming shrubs or trees, tree removal, sod replacement, mailbox repair, placement of house numbers, garbage removal, pressure cleaning, and miscellaneous repairs.

4.9 Fine Schedule:

Violation Number	Violation (Calendar Days)	30	60	90	> 120	Examples
Violations						
R1	Minor Lawn/Lot Maintenance	\$50.00	\$150.00	\$250.00	\$1,000.00	Weeds in flower beds, sparse mulching where mulch currently exists, dead plants, dollar weeds spots in yards, minor lawn dead spots (<15 square feet cumulatively), dead limbs/accumulation of dead palm fronds, etc.
R2	Major Lawn/Lot Maintenance	\$250.00	\$500.00	\$750.00	\$1,000.00	Major Lawn: Dead trees, large dead grass spots (>15 sq. feet cumulatively), major dollar weed growth
R3	Driveway/Curb Maintenance	\$50.00	\$150.00	\$250.00	\$500.00	Overgrowth of mildew/dirt, major driveway cracks in need of repair, etc.
R4	Architectural Non-Compliance	\$250.00	\$500.00	\$750.00	\$1,000.00	
R5	Major Building Maintenance	\$250.00	\$500.00	\$750.00	\$1,000.00	Examples include unresolved roof damage, broken windows, hanging shutters, homes in need of painting, minor screen damage
R6	Minor Building Maintenance	\$100.00	\$250.00	\$500.00	\$1,000.00	Examples include mold/mildew on outside of home, torn screens visible from the road, dirt/growth in gutters, dirty windows, major screen damage (more than one damaged panel, damaged screen frame), etc.
R7	Fence Maintenance	\$100.00	\$250.00	\$500.00	\$1,000.00	Rotting fence, fence panels falling down. Etc.
R8	Vehicle Violations	\$100.00	\$250.00	\$500.00	\$1,000.00	Unlicensed or unregistered vehicles, unsightly or broken-down cars in driveway, vehicles with expired tags (expired more than one month)



R9	RFID tag	\$50.00 per month				Failure to have an RFID tag properly attached to the front window of each registered vehicle
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Violation Number	Violation (Per Incident)	1st Incident	2nd Incident	3rd Incident	4th Incident	Examples
Incidental Violations						
I1	Nuisances	\$150.00	\$300.00	\$500.00	\$750.00	Noise complaints, recreational vehicles parked in driveway, use of ATVs, pet-related issues
I2	Scheduled City Services*	Warning	\$50.00	\$100.00	\$200.00	Failure to remove trash cans or recycle cans from the street in a timely manner, failure to dispose of lawn debris properly or at the scheduled pickup time, placing large items by street without scheduled pickup
I3	Parking Violations*	\$50.00	\$100.00	\$150.00	\$200.00	Leaving recreational vehicles in driveway overnight, powersport vehicles parked in driveway
I4	Regular Lawn Maintenance*	\$10.00	\$200.00	\$300.00	\$400.00	Failure to conduct regular/needed mowing, edging, lawn covered in leaves, etc.
I5	Post-storm Cleanup	\$150.00	\$300.00	\$500.00	\$750.00	Clean up of lawn, repair of fence, repair of windows, repair of gutters, replacement of shingles, etc.
I6I5	Unlicensed Vehicle Violations* • Golf Carts • Other Vehicle Types	\$100.00 Warning	\$200.00 \$25.00	\$500.00 \$50.00 \$300.00	\$750.00 \$75.00 \$5300.00	<ul style="list-style-type: none"> • Underage golf cart driving • Use of ATVs, go carts, etc.
I6	Signage Violations	\$50.00	\$75.00	\$100.00	\$200.00	Failure to have sign denoting the street number of a residence, failure to use appropriate 'For sale' signs, improperly placed 'for sale' signs, etc.
Miscellaneous Fines						
M1	Miscellaneous Small Fine	\$100.00	\$250.00	\$500.00	\$750.00	
M2	Miscellaneous Large Fine	\$250.00	\$500.00	\$750.00	\$1,000.00	

* Indicates violations that will receive one (1) warning per year. Further violations within 365 days of the last warning or fine for the same violation will receive a fine according to the schedule above.