

**RULES AND REGULATIONS
HILLBROOK TOWNHOMES, INC.
OCTOBER 2019 (REVISED)**

Below is a list of the rules and regulations established by the Association Board. These Rules and Regulations, as amended from time to time, shall be binding upon all owners and/or lessees, their employees, guests, visitors and invitees.

Etheridge Management Company (850) 484-2611 Email: kcoffey@epmfl.net

GENERAL

1. Monthly Maintenance fee, currently \$475.00 per month, is due on the 1st of each month, i.e. fee for the month of January is due on January 1st. Owners will be assessed a \$35.00 late fee for any payment not physically in the office by the 5th of each month and up to 30 days of the due date; thereafter interest shall accrue at 1 ½ % per month on the unpaid balance. A lien shall be placed on the property of unit owners more than three months in arrears. Unit owners experiencing extenuating circumstances that prevent owner from making payment should contact the Board, and the Board, at its discretion, may allow exceptions. Checks/money orders shall be payable to Hillbrook Townhomes, Inc. (please no cash payments) and dropped in the mail slot at the office. There will be a \$25.00 charge for returned checks. If the bank charges are higher, the additional charge will be passed on to the Unit Owner in the form of an assessment. The Association will use the FIFO (the oldest debt will be collected first) method of accounting for funds. (DC 1; 19,1:20, By-Law Article XII, 1, 3, 4, 5, XIII, 1)
2. Unit Owners shall maintain insurance for personal property and for insurance covering the inside of the unit that is not covered by the Association policy. Each owner is responsible for all damage to the interior of the unit to include: carpet floor coverings, paint and wall coverings, ceiling coverings, cabinets, bath and kitchen fixtures, appliances, including air conditioners, heaters, water heaters, stoves, refrigerators, disposals. If damage originated in another unit and does damage to your unit, you and your insurance company are responsible. The Association does not carry content insurance on personal property. (FL Reg. 718, 11, DC 1:22, 22:2, 2, 1:22,22.1)
3. Soliciting of any kind is prohibited on Hillbrook Property. (By-Laws Article XXII, 1)
4. All accidents on Association property must be reported within 24 hours to a Board member.
5. Any signs of termites, roof or wall leaks, rotting wood, damage to the outside of buildings, and any potentially hazardous conditions should be reported immediately to an Association Board Member or put in writing and placed in the office mail slot. (DC 1:28; By-Laws Article XXII, 1)
6. Each owner shall be responsible for the occupancy and use of his/her unit so as not to reasonably disturb other residents and the general operation of the

condominium property. Owner will use all reasonable effort to minimize noises emanating from his/her unit. (Article XXII, 1, By-Laws Article XVII, 2)

- a. Interior or exterior construction work (hammering, sawing, etc.) shall not commence earlier than 8:00 a.m. with the exception of emergency repair work. (By-Laws Article XXII, 1)
 - b. No loud stereo music or loud TV volume is acceptable. Please--please remember that if your TV or stereo is against a wall shared with your neighbor, and the volume is loud, you are disturbing your neighbor. (By-Laws Article XXII, 1)
 - c. Parties/groups of people on decks should adjourn to the inside of their unit by 11:00 p.m. Sound carries and late night visitors can be disturbing to those who are trying to sleep. (By-Laws Article XXII, 1)
7. No signs, advertisements, or notices shall be exhibited, inscribed, painted, or affixed on windows or any part of the outside of the premises of the buildings. Exceptions: a unit owner may place a professionally made "For Sale" or "For Rent" sign inside windows. Holiday/seasonal decorations may be exhibited on the front door/exterior of your unit. Holiday decorations must be removed within 2 weeks (14 days) after the event. (By-Laws Article XXII, 1)
8. Owner may lease the entire unit for a period of no less than twelve (12) months. The Board must approve exceptions. Owner is responsible for informing lessee of condominium rules and for the compliance of said Rules and Regulations by lessee. Owner is responsible for furnishing the lessee with all necessary keys and combinations to locks to common amenities. All lessees are subject to the provisions of the Association By-Laws and Rules and Regulations. Owner shall provide the Management Company with lessee contact information, a copy of their lease, and the owner's current address and telephone number within five (5) days of effective date of lease. If unit is sold, the seller is responsible for furnishing new owner with a copy of all documents pertaining to Hillbrook, including these Rules and Regulations. The seller is also responsible for providing the new owner with all keys to common areas. Immediately upon closing the sale, the seller must notify the management company and the Board of Directors of the sale, and provide all new owner contact information at that time. (By-Laws Article XV, 1a, Article XXII, 1)
9. Garbage pickup days are Monday and Thursday. The dumpster is located on the south side of the association office. Garbage must be placed in securely closed bags and deposited as close as possible to the rear and bottom of the dumpster. Boxes must be broken down flat and placed against the side or rear of dumpster. **Do not leave bags of garbage on the side of the dumpster.** If the dumpster is full, please take your garbage back to your unit and dispose of it the next day. The dumpster is for household trash only – not for construction debris, broken furniture, old mattresses, carpeting, etc. Please inform your contractor that construction debris must be removed from the property and may not be placed in the dumpster. DISPOSAL OF CHRISTMAS TREES is your responsibility. Check with local

government for locations of disposal sites for Christmas trees. (By-Laws Article XXII, 1)

10. Mops, brooms, pails, or bags of garbage are not to be left on front or back porches/decks. (By-Laws Article XXII, 1)
11. **ACCESS TO COMMON AREAS:** Keys to the Association Office, Association Tool/Supplies room, and Bulletin Board are reserved for Board Members only. Keys to the clubroom, bathhouse, and other common areas can be purchased for use by residents only for \$1.50 per key. Resident owners may use the storage area next to the Association office for temporary storage. The Association cannot be held responsible for items left in the storage room. The area is of limited space, is NOT climate controlled, and is subject to weather and bug/varmint infestation. Access to the storage area must be scheduled with the management company. Items stored in these areas must be clearly marked with the date item was put in storage and the owner's name and contact information. Items stored for more than one year will be disposed of at the discretion of the Board. The Board will notify current membership ten (10) days before disposing of any stored items. (By-Laws Articles XXII, 1)
12. Inspections of Association files/documents are welcome. Records are available for inspection by scheduling an appointment with the property manager. Copies of Association documents will be made available for (are available for) \$.50 per page. Special items such as audited financial statements, contracts, etc. are available to the Unit Owners at the Association cost payable in advance. (FL Reg. 718, 12 c, By-Laws Article XXII, 1)

SUGGESTIONS

13. The Association Board welcomes suggestions from members of the Association. Please put suggestions in writing and deliver to the office mailbox. It is preferred, but not necessary, for the homeowner to include name and phone number. (By-Laws, Article XXII, 1)

EXTERIORS

14. Work Request Forms for reporting non-emergency maintenance issues for the exterior of units, including roofing, should be completed and placed in the office mailbox. In an emergency, immediately contact the management company by telephone. The exterior of the units shall not be painted, decorated, or modified by any owner in any manner without the prior written consent of the Association Board. This consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. A commercially licensed contractor with proper insurance must perform any and all work that is approved. (DC 1:32, By-Laws Article XXII, 1)
15. Repair of front and back porches, attachments and decks, including repair/replacement of steps, doors, paint and rotted wood, etc., is the responsibility of the Unit Owner. A properly licensed contractor with proper insurance is required. Entrance doors to units cannot be changed or altered in any manner without

written approval of the Board of Directors. Color selection may only be Hillbrook Gray, Hillbrook Red, or stained wood. Sliding glass doors, screens, and windows are the responsibility of the homeowner, unless repair or replacement of these items is covered by the association's property insurance. (By-Laws Articles XXII, 1)

16. The exterior appearance of balconies and decks may not be altered nor are electrical fixtures to be added, removed, or relocated without submitting a plan to the Board of Directors for written approval. The approval of all neighbors on either side or across from the area to be altered must also be obtained. (By-Laws Article XXII, 1)
17. The sidewalks, entrances, and passages shall not be used for any purpose other than ingress and egress from the premises. (By-Laws Article XXII, 1)
18. No livestock, animals, chickens, or fowl of any kind shall be permitted except dogs, cats, and birds owned as personal property. Dogs, cats and birds shall be limited to two (2) per unit. In addition, no dogs, cats, and birds shall be permitted on the condominium property, except inside a unit, or on a leash, or under the immediate control of a responsible adult. Dogs, cats, and birds shall not be kept in such a manner as to be an annoyance to other unit owners or residents. All such pets must be walked in appropriate areas and the owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, then the Association shall perform such service fee of \$10 per incident and shall assess the unit owner accordingly. The Board has the right to have any pet that is proven vicious or a continual nuisance to unit owners removed from the property. The Association Board of Directors shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to insure that pets do not become a nuisance. Owner/lessee assumes full responsibility for any damage to person or property caused by his/her pet. (FL Reg. 718.303 (3), By-Laws Article XXV, 1)

PARKING

19. Each unit owner is assigned to two (2) designated parking spaces. Do not park in another unit's space without permission. No trailer, boat, mobile home, house trailer, truck, tractor, commercial vehicle or motorcycle/scooter (herein collectively referred to as "vehicles") shall be parked on any Association street within Association property. This restriction does not apply to commercial vehicles, machines, or equipment required to perform unit or common maintenance. Vehicles parked on Association property that prohibit entrance or egress of other vehicles, including ambulances, fire trucks, moving vans, delivery trucks, garbage collection trucks, etc., are subject to towing at the owner's expense. Owners are responsible for seeing that their guests park properly. No vehicle repairs and/or overhaul of any kind are permitted on Association property. (By-laws Article XXV, 2).

LANDSCAPING

20. Landscaping is maintained by the Association. However, owners or residents wishing to modify the area surrounding their unit must submit a plan and get written approval of the Board of Directors. No plantings are to be removed without written Board approval. This will enable coordination with the landscape contractor to move things to other locations in need of additional bushes, shrubbery, flowers, etc. All plantings belong to the Association even if paid for by the unit owner. (By-Laws Article XXII, 1)
21. No plastic or silk flowers/plants are to be displayed on grounds. (By-Laws Article XXII, 1)
22. Tables, chairs and grills are to be on unit deck and not left on lawn and sidewalks. Items may be stored under decks only if the area is enclosed and items are out of sight. (By-Laws Article XXII, 1)
23. Yard ornaments must have written approval by the Board prior to installation. If no such approval has been obtained, the objects will be removed and disposed of by the management company. (By-Laws Article XXII, 1)
24. All paint, lumber and other materials in the Tool/Supplies room are for Association common area maintenance only. (By-Laws Article, XXII, 1)

POOL/CLUBHOUSE

25. **All persons using pool should do so at their own risk; no lifeguard is available. Pool use is limited to Residents and their guests.** All posted rules on the gates and inside the pool area must be followed. Children under 13 years of age are not permitted to use the pool unless supervised and accompanied by a responsible adult.
Shower before entering the pool. No diving, spitting, urinating, diapers, or hard inner tubes in the pool. No swimming if sick or have open sores. Proper swimwear is required. Ball playing is not permitted at the pool or in the patio area. Pets are not permitted in or about the pool area.
Glassware is not permitted at the pool. No food is permitted around the pool, only on the upper deck and inside the clubhouse. The pool is open from 9:00 a.m. to 10:00 p.m. daily. Owners and their guests are responsible for cleaning up after using amenities, including pool, clubhouse, bathhouse/restrooms, and tennis courts. Trash containers are provided for cans, cups, cigarette butts, etc., and should be left tightly closed. If you host a large number of guests, the containers should be emptied in dumpster after use. If you move chairs, etc., please return to original place before leaving. If you remove the rope to swim laps, please replace it. (By-Laws Article XXII,1)
26. The Clubhouse is for residents' use. Reservations for parties may be made for a \$100 damage deposit and a \$25 usage fee. Damage deposit will be refunded at time of inspection. In the event any damages/cleaning exceed \$100.00 the unit owners will be assessed the higher amount. To arrange to use the Clubhouse, please contact Etheridge Property Manager. (By-Laws Article XXII, 1)

TENNIS COURTS

27. Tennis courts are to be used for tennis only! (No skateboarding, bicycling, or other activities that could damage courts are allowed.) Proper shoes must be worn at all times. No child under 13 is allowed without an adult. Pets are not allowed on the courts. If an owner is aware that persons are improperly using the tennis courts, the owner should inform them about these rules and ask that they leave the area. If they refuse, immediately report situation to Etheridge Property Manager. When others are waiting, singles play is limited to one hour, doubles one and one-half hours. Adults have priority over children under 18 after 6:00 p.m., weekdays, and all day Saturday, Sunday, and holidays. Closing time for the courts is 10:00 p.m. (By-Laws Article XXII, 1)

ENFORCEMENT

28. A unit owner shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his negligence or by that of any member of his family, or his guests, employees, contractors, agents, or lessees; but only to the extent that such expense is not met by the proceeds of insurance carried by the Association and only to the extent that the owner would be legally responsible for such State law. (DC 1: 21, 32, By-Laws XXV, 3, By-Laws Article XXII, 1)
29. The procedure for reporting violations of these Rules and Regulations: Any unit owner may report a violation of the Rules and Regulations to the Association. All violation reports are to be submitted in writing and will be considered confidential. (By-Laws Article XXII, 1)
30. The procedure for enforcing these Rules and Regulations shall be as follows:
- a. First Offense (1st Notice): When the Association Board becomes aware of non-compliance of a rule or regulation by a unit owner, occupant, or guest of tenant; the Board shall send a certified letter to the unit owner. The letter will inform him/her of the rule which he/she has violated and warn that strict compliance with these Rules and Regulations will be required. Five (5) days will be given from the time letter is delivered to comply with the rule. (DC 1:32, By-Laws Article XIII, 1)
 - b. Second Offense (2nd Notice): If a second report that a violation has been repeated, or the first report has not been corrected by the time allotted; the Board of Directors, after verifying the violation, may:
 - i. Correct the problem and assess the unit owners for the cost of correcting the problem.
 - ii. Seek legal representation to correct the problem and assess the unit owners for any and all legal expenses plus any other cost incurred to correct the problem to conform to these rules and regulations. (DC 1:32, By-Laws Article XIII, 1)
 - c. Exceptions: Any unit owner may appear before the Association Board to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or

other special circumstances. All exceptions will be conducted in accordance with FL Reg. 718. 303 (3). (By-Laws Article XIII, 1)