

The Madeira at St. Augustine Master Owner's Association, Inc.  
Rules & Regulations

**January 2018**

**GENERAL STATEMENTS**

These Rules and Regulations are promulgated and published by the Board of Directors of The Madeira at St. Augustine Master Owner's Association, Inc., a Florida non-profit corporation (the "Master Association"), pursuant to the authority set forth in Declaration of Covenants, Conditions, Restrictions and Easements for Madeira at St. Augustine, as recorded in Official Records Book 3095, page 900, public records of St. Johns County, Florida, as amended and supplemented from time to time (the "Declaration"), and the By-Laws of the Master Association. Capitalized terms as used in these Rules and Regulations that are not otherwise defined herein will have the meanings assigned to such terms in the Declaration.

Madeira at St. Augustine (the "Community") is a deed-restricted community, and all owners, guests, tenants and occupants of each Unit will be subject to these Rules and Regulations. For purposes of these Rules and Regulations, the term "Unit" will mean, as the context may require, any unimproved Lot, any improvements constructed on a Lot, or any residential unit in a multi-unit structure.

Every Owner shall cause all occupants of his or her Unit to comply with the Declaration and By-Laws and these Rules and Regulations, and shall be responsible for all violations and losses to the Common Property caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, By-Laws and these Rules and Regulations. Owners who rent or lease their Unit are responsible for the conduct of their tenants. Any infraction of these Rules and Regulations shall be directed to the Owner of the Unit.

The Master Association may, in accordance with the By-Laws, alter, amend, revoke, or add to these Rules and Regulations. When notice of any alteration, amendment, revocation, or addition is given, it shall have the same force and effect as if originally made a part of these Rules and Regulations. These Rules and Regulations will remain in effect unless amended or revoked by the Board of Directors. The Board retains full authority for the enforcement of these Rules and Regulations. These Rules and Regulations, and any amendments or additions thereto, shall be furnished to all Owners. **OWNERS MUST FURNISH A COPY OF THESE RULES AND REGULATIONS TO TENANTS.**

The Master Association has the power to enforce these Rules and Regulations, and may delegate authority for such enforcement to the Architectural Review Board ("ARB") or a property management company or representative ("Managing Agent") as the Master Association may determine from time to time. To the extent that these Rules and Regulations contain provisions that are inconsistent with similar provisions set forth in the Declaration, the more restrictive provisions will be controlling.

## **RULES AND REGULATIONS**

### AIR CONDITIONING UNITS

No window air conditioning units may be installed in any Unit.

### ANIMALS AND PETS

Owners are permitted to have not more than four (4) approved pets on any Unit. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Property, except common domestic household pets, within the ordinary meaning and interpretation of such words. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance. Upon written request of any Owner, the Board of Directors may conclusively determine at its sole discretion whether an animal is a domestic household pet, whether such animal is making an unreasonable amount of noise or whether an animal is a nuisance.

All permitted pets must be caged or on a leash at all times when they are on any portion of the Property (except the Owner's Unit). Owners are required to pick up, remove and properly dispose of litter disposed by their pets on the Property. The Master Association reserves the right, but not the obligation, to designate specific areas within the Common Property where pets may be walked on leashes by their Owners.

Any landscaping damage or other damage within the Community caused by an Owner's pet must be promptly repaired by the Owner. The Master Association retains the right to effectuate said repairs and charge the Owner.

### ANTENNA – SATELLITE DISH

No exterior radio or television transmission, receiving tower, antenna, or dish shall be erected on Unit unless or until approved by the ARB.

### BUSINESS USE

No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities within the Unit as long as; (a) the existence or operation of the business activity is not apparent or detectable by sight, signage, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Property; (c) the business activity does not involve persons coming onto the Property who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Property and does not constitute a nuisance or a hazardous or offensive use or threaten the security or safety of other residents of the Property.

### CLOTHESLINES

**No exterior clothesline of any type shall be permitted on any portion of a Unit.**

## COMPLETION OF CONSTRUCTION

The exterior of all Units and other structures must be completed within one year after the construction of the same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. Units may not be temporarily or permanently occupied until the exteriors thereof have been completed and a Certificate of Occupancy has been issued by the appropriate municipalities.

## DRIVEWAYS

All driveway finishes must be pre-approved by the ARB.

## ENERGY CONSERVATION EQUIPMENT

No solar, energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on the exterior of any Unit unless it is an integral or harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARB.

## EXTERIOR IMPROVEMENTS

No trellis, pergolas, gazebos, swimming pools, screened enclosures, spas or hot tubs shall be erected, constructed or installed on or about the exterior of any Unit without the prior written consent of the ARB.

## FIREARMS

**The discharge of firearms within the Property is prohibited.** The term "firearms" includes B-B guns, pellet guns and other firearms of all types, regardless of size. The foregoing will not be deemed to restrict the right of an occupant to display or discharge of a firearm within a Unit in a bona-fide act of self-defense.

## GARBAGE

No trash, ashes, garbage or other refuse shall be thrown or dumped on any lands within the Property. No person may dump any material, to include chemicals, plants or animals, into any drainage pond. There shall be no burning or other disposal of refuse out of doors. Each Owner shall provide suitable receptacles for the temporary storage and collection of refuse and all such receptacles shall be screened from public view and from the wind and protected from animal and other disturbances. **Trash receptacles should not be placed at the bottom of the driveway until after dark on the day before scheduled trash pick-up and should be put away following trash pickup for the scheduled day.**

## HUNTING AND WILDLIFE

**Hunting of animals or wildlife is prohibited within the Property** as is interference of any kind with species listed by the State of Florida as Federally designated Endangered, Threatened or State Species of Special Concern such as Osprey, Roseate spoonbill, Wood stork and others. Please refer to [myfwc.com/media/1515251/threatened-endangered-species.pdf](http://myfwc.com/media/1515251/threatened-endangered-species.pdf) for a complete listing.

Alligators are also part of our wildlife community. Although incidents of alligators biting humans are rare (Florida has averaged 5 per year since the 1940's), contact should be avoided. Be alert to the possibility of alligators when you are near the water and be aware that alligators are most active between dusk and dawn. Do not feed the alligators. Alligators less than four feet (4') in length are generally not considered dangerous, however, if you observe an alligator that you believe poses a threat, you may call the Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286). You should be aware that nuisance alligators are killed, not relocated.

#### HURRICANE SHUTTERS

No Hurricane Shutters or shutters of any kind shall be constructed or installed on the exterior of any Unit unless it is an integral or harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARB. **Hurricane Shutters can only be placed on the structure seven days in advance of a storm and then must be removed seven days after the storm.** Refer to the Architectural Design Guidelines for specifics regarding Hurricane Shutters.

#### LANDSCAPING AND LAWN MAINTENANCE

Each Owner shall maintain the Unit lawn and landscaping in good order and appearance, free of debris, and predominantly free of weeds and dead plant material. Owners must keep their bushes trimmed and remove or replace any and all dead bushes or trees. The only approved bedding material for landscaping and lawn maintenance purposes is dark brown mulch or earth tone (tan) stones. Trees, shrubs, ivy or landscaping rocks are to be kept within the property lot lines and may not encroach onto common areas, walkways, or easements. No artificial vegetation shall be permitted on the exterior of any Unit. Exterior sculptures, fountains, landscaping rocks and similar items must be approved by the ARB.

The Master Association may not prohibit any Owner from implementing "Florida-Friendly Landscaping" for a Unit in accordance with Florida Statutes Section 373.185.

#### LEASING; TENANTS

Every lease of a Unit shall be in writing and must be provided to the Master Association at least ten (10) days prior to the commencement of the lease. Such lease must provide the name and contact information for the tenants as well as the current address of the Owner. **No lease shall be for a term of less than seven (7) months. Subleases shall not be permitted.**

Any lease shall provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration and any rules and regulations adopted by the Master Association. The lease must contain a provision in which the tenant signs and acknowledges the receipt of a copy of the Declaration and the rules and regulations in effect at the time of the lease. The lease must provide that a violation of the Declaration shall constitute a default under the lease. The Owner will be jointly and severally liable with the tenant to the Master Association for any amount which is required by the Master Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Master Association) and for the payment of any claim for injury or damage to the property caused by the negligence of the tenant. Special Assessments may be

levied against the Lot or Unit. All leases are subordinate to any lien filed by the Master Association, whether prior or subsequent to such lease. If so required by the Master Association, any Owner desiring to lease a Lot or Unit may be required to place in escrow with the Master Association a reasonable sum, up to the equivalent of one (1) month's rent, which may be used by the Master Association to repair any damage to the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Master Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

When a Unit is leased, a tenant shall have all use rights in the Property otherwise readily available for use by Owners, and the Owner of the leased Unit shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Each Owner shall ensure that his/her tenants and rental agents receive a copy of these rules and regulations. Tenants shall abide by the same rules and regulations as Owners. The lease of any Unit shall not release or discharge the Owner from compliance with any of his/her obligations and duties as an Owner.

#### LIGHTING

Except for reasonable seasonal decorative lights, which may be displayed between Thanksgiving and January 10, and reasonable security lighting that does not constitute a nuisance to neighboring Units, all exterior lights must be approved by the ARB.

#### MAILBOXES

Refer to the Architectural Design Guidelines for specifics regarding pre-approved mailboxes.

#### MAINTENANCE AND REPAIRS

Each Owner shall, at his/her sole cost and expense, keep his/her Unit in good condition and state of repair, and shall conduct such maintenance and repairs as may be necessary for such upkeep. The foregoing shall include periodic power-washing of roofing and siding to remove mildew and stains, and painting and touchup of painted surfaces.

#### PLAY EQUIPMENT

Recreational and playground equipment shall not be placed on the front or side yard of the exterior of any Unit. Recreational and playground equipment may be placed in the rear of the exterior of a Unit only with the prior written consent of the ARB. Portable basketball hoops may be placed in the driveway during active use only, and must be stored in the garage or in the backyard when not in use and on an overnight basis.

#### QUIET ENJOYMENT

No portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Property.

### SIGHT DISTANCE AT INTERSECTION

All property located at street intersections shall be landscaped so as to permit safe sight lines across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create traffic or sight problem.

### SIGNS

No signs shall be erected or maintained on or from any portion of the Property except those signs approved by the ARB or signs of the Master Association or signs required by law.

### SITE ALTERATIONS

No site alteration or improvements including, but not limited to, clearing, landscaping, planting of shrubbery, trees or other vegetation, grading, filling, excavating, drainage work or placement of utilities shall be made without the written approval of the ARB. The foregoing shall not prohibit the planting of seasonal flowers in existing approved plant beds, or the placement of mulch, or trimming of hedges or trees, in the course of normal landscape and yard maintenance.

### SCREEN/STORM DOORS

No screen doors are allowed on the front of any property unless they are retractable screen doors that disappear from sight when not in use. Screen doors may be installed on the rear of the home provided they are compatible with the design and color of the home or installed in conjunction with, and compatible with, a screened enclosure.

Storm doors may be installed at the front entry in compliance with the specifications outlined in the Architectural Design Guidelines and provided the owner has applied for and received ARB approval in advance of installation.

### TENTS, TRAILERS AND TEMPORARY STRUCTURES

Except as may be permitted by the Master Association or the ARB during initial construction within the Property, no tent, utility shed, shack, trailer or other structure of a temporary nature including PODS/Portable On Demand Storage units shall be placed upon the exterior of any Unit, Lot or driveway. Notwithstanding the above, party tents or similar temporary structures may be erected for special events with prior written approval of the Board of Directors or by the ARB.

### TREE REMOVAL

**No living trees shall be removed without a permit issued by the City of St. Augustine.** Removal of diseased or dead trees within Conservation Easements must be approved for removal in writing by the St. Johns River Water Management District. Trees needing to be removed to promote growth of other trees or for safety reasons cannot be removed unless approved by the ARB and/or the appropriate governing municipality. In the event of an intentional or unintentional violation of this section, the violator may be required by the ARB and/or the governing municipality to replace the removed tree with one (1) or more comparable trees of such size and number and in such locations as the ARB and/or governing municipality may determine necessary, in its sole discretion, to mitigate

the damage.

#### UNSIGHTLY CONDITIONS

It shall be the responsibility of each Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or grounds on his/her property that shall tend to substantially decrease the beauty of the neighborhood as a whole or of the specific area.

#### VEHICLE REGULATION; PARKING

Operation of vehicles within the Community shall be subject to all posted speed limits and signs.

Parking on sidewalks shall not be permitted at any time. Overnight parking in the street shall not be permitted. With the exception of vehicles of service providers, guests and invitees parking on a temporary basis, all vehicles must be parked in garages or on the concrete driveway area of a residence. Parking in or on the Common Property shall be restricted to the parking areas therein designated for such purpose. **No parking is allowed on any vacant Lots.**

All vehicles on the Property must be operational, in good repair, must bear a current license and registration tag, as required pursuant to state law and must be in a good, clean and attractive condition.

No motorcycle or golf cart shall be allowed on the Property except with the written permission of the Master Association, unless it is (i) licensed by the State of Florida for use on public streets; (ii) operated solely on public streets by a person licensed to operate it, and (iii) not operated at any time on or across any portion of the Common Property. The Master Association may condition any such approval upon such user's execution of an insurance and indemnification statement as determined by the Master Association in its sole discretion.

No commercial trucks, van or other commercial vehicles shall be parked overnight in any parking space except with the written consent of the Board of Directors of the Master Association. It is acknowledged that there are pick-up trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with signage, lettering or display on it, has equipment affixed to it, or is used in a trade or business. **No trailers, campers, motor home or recreational vehicles, commercial vehicles, boat or utility trailers, boats, jet skis, personal watercraft or any watercraft may be parked or stored anywhere on the Property except wholly within the confines of a garage.**

No person shall conduct any motor vehicle, boat, trailer or other vehicle maintenance or repair on or within any Unit or on any portion of the Common Property, except wholly within the confines of a garage.

Any vehicle or recreational equipment parked in violation of these or other regulations contained herein may be towed by the Master Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation of the terms and conditions of this Declaration following notice by the Master Association. The Master Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said

violation shall be grounds for relief of any kind. All towing shall be performed in accordance with Section 715.07, Florida Statutes.

Stored vehicles and vehicles which are either obviously inoperable or which do not have current operating licenses shall not be permitted on the Property, except within enclosed garages. A vehicle shall be considered "stored" if it is put up on blocks or covered with a tarpaulin and remains on blocks or so covered for five (5) consecutive days without the prior approval of the Board of Directors. Notwithstanding the foregoing, service and delivery vehicles may be parked in the Property during daylight hours for such a period of time as is reasonably necessary to provide service or make a delivery. ATV's and other motorized vehicles are strictly prohibited from use on private and common areas.

#### WELLS

No wells are allowed for any purpose other than irrigation. Irrigation wells may be allowed provided they are properly permitted by the St. Johns County Health Department.

#### WETLANDS, LAKES AND WATER BODIES

All lakes and ponds within the Property shall be aesthetic amenities only, and no other use thereof, including, without limitation, no fishing, hunting or use of personal floatation devices, shall be permitted. The Master Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, creeks or streams within the Property. No docks, piers or other structures shall be constructed on or over any body of water within the Property. No pumps shall be placed in a lake, pond or creek for the purpose of removing water for irrigation purposes, except as approved in writing by the Master Association. No person without prior written consent of the Master Association may dump any materials; to include chemicals, plants or animals into any drainage pond.

#### **ENFORCEMENT**

The following procedure will apply to all violations of these Rules and Regulations. Owners may report violations to the ARB, the Board of Directors or the property by submitting a written notice describing the violation. The Board of Directors, Managing Agent, or committee appointed by the Board may also note any violations discovered during a walk-through or by personal knowledge of any of its members or representatives. At the time a violation is noted or reported, action will be taken as follows:

#### FIRST VIOLATION

A warning letter will be mailed to the Owner, explaining the violation and requesting the Owner correct the violation.

#### SECOND VIOLATION

A certified letter assessing a minimum fine of \$25.00 up to a maximum fine of \$100.00 per day, per violation (5 days from the date of the letter) unless the violation is corrected and the owner contacts our office to request a site visit to discontinue the assessed fine otherwise the fine will continue.

### RECURRING VIOLATION(S)

A certified letter will be sent to the Owner explaining that this is a recurring violation and that a \$100.00 per day, per violation will be assessed to their account *without* notice.

Any modification done without approval will be fined \$100.00. A modification request form must then be submitted. After review of a proposed modification a letter will be sent to the Owner stating whether the modification is approved, approved with modifications, or denied. If a modification is done without approval and that modification is deemed inappropriate, the Owner will be asked to remove the modification. The Owner will have seven (7) days to correct violation, after that time there will be a \$100.00 per day fine until corrected.

Fines will be collected in the same manner as any other assessment for common expenses. Fines will be a personal obligation of the Owner and shall constitute a lien against the affected Unit. Owners will be responsible for any violations of the Rules and Regulations by their employees, agents, tenants, and guests. The Master Association shall have the right to enforce such obligations and liens through the institution of a damages suit or foreclosure action, or both. In addition, to any fine or unpaid assessment, the Master Association shall be entitled to recover all costs of collection, including reasonable attorney's fees and court costs.