

Oaks at Moss Park Homeowners Association Rules & Regulations

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1. Abide By Rules

Residents will comply with the Oaks at Moss Park Homeowners Declaration, By-Laws, and Rules and Regulations. This includes owners, renters, guests, relatives, tradesmen, and employees. The Board may modify the Rules at any time during a special or regularly scheduled meeting.

2. Absences from Unit:

Each resident who plans to be absent from his Unit for an extended period of time, must prepare the home for departure by i. Removing all removable furniture plants and other objects from the outside of the home, and ii. Designate a responsible firm or individual to care for the home. Neither Association nor Declarant shall have any responsibility of any nature relating any unoccupied home.

3. Animals

No animals of any kind shall be raised, bred or kept within the Oaks at Moss Park for commercial purposes. Owner may keep domestic pets as permitted by County or City ordinances. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. . All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet.

4. Parking:

Owners' automobiles shall be parked in the garage or driveway and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of the Oaks at Moss Park or a Lot except on the surfaced parking area thereof. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in the Oaks at Moss Park except during the period of a delivery or during the provision of services.

5. Vehicle Maintenance:

No vehicle which cannot operate on its own power shall remain on the Oaks at Moss Park for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within the Oaks at Moss Park, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

6. Prohibited Vehicles:

No storage of recreational vehicles or boats of any kind shall be permitted within the Oaks at Moss Park. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicle, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within the Oaks at Moss Park except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or utility vehicles (i.e. Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within the Oaks at Moss Park. For any Owner who drives an automobile issued by the County, City or other governmental entity (i.e.,

police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Additionally no ATV or mini motorcycle may be parked or stored within the Oaks at Moss Park, including any Lot, except in the garage of a Home. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents

7. Towing

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period

8. Commercial Activity:

Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant and administrative offices of Declarant, no commercial or business activity shall be conducted within the Oaks at Moss Park, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes

within the Oaks at Moss Park. No solicitors of a commercial nature shall be allowed within the Oaks at Moss Park, without the prior written consent of the Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of Declarant.

9. Decorations:

No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, and weather vanes, or flagpoles shall be installed or placed within or upon any portion of the Oaks at Moss Park without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through STOREY PARK). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2015), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

10. Fencing, walls, screens:

The Oaks at Moss Park shall permit installation of 5ft black aluminum fences on lots that back up to water or conservation areas with written ACC approval. Interior lots are permitted to install 5f white vinyl fences with written ACC approval. The setback for the fences should be 10 ft from the furthest front facing corner. If the home is located on a corner lot, the setback will be 25 ft. No walls or fences shall be erected or installed without prior written consent of the ACC and in accordance with the Community Standards. Due to the

Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is discouraged by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed. All screening and screened enclosures shall have the prior written approval of the ACC. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

11. Garbage and Disposal of Other Items:

No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 5:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12. Hurricane Shutters:

Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide,

shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

13. Irrigation:

Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. Declarant may utilize a computerized loop system to irrigate the Common Areas and Lots. Such computerized loop irrigation system shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

14. Laundry:

Subject to the provisions of Section 163.04, Florida Statutes (2015), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline.

15. Landscape Maintenance:

Homeowners must maintain their lots in accordance with the Associations Declaration. If a homeowner does not maintain their lot, the Association may, after written warning, perform the necessary maintenance and charge the costs thereof to the non-complying owner.

- a. Trees are to be pruned as needed and maintained with the canopy no lower than eight feet from the ground
- b. All shrubs are to be trimmed as needed.
- c. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns be in excess of five inches.

- d. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging is not permitted.
- e. Subject to applicable law, only St. Augustine grass (i.e. Floratam or a similar variety) is permitted in the front yards and side yards, including the side yard facing a street.
- f. Mulch is to be replenished every year.
- g. Fertilization of all turf, trees, shrubs and palms shall be performed according to Best Management Practices as provided by the County Extension Service or The University of Florida IFAS extension.
- h. Pest control shall be performed as needed.

16. Leases:

Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Section 12.23. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than one (1) year, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the

same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

17. Nuisances:

No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of the Oaks at Moss Park is permitted. No firearms shall be discharged within the Oaks at Moss Park. Nothing shall be done or kept within the Common Areas, or any other portion of the Oaks at Moss Park, including a Home or Lot which will increase the rate of insurance to be paid by the Association.

18. Personal Property:

All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any made use of, the Common Areas, any Lot or Home, or any other portion of the Oaks at Moss Park, which is unsightly or which interferes with the comfort and convenience of others.

19. Swimming Pools:

No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless

approved by the ACC; (iii) pool cages must be of a design, color and material approved by the ACC; and (iv) pool cages shall in no event be higher than the roof line of the Home. Pool cages shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies adjoining the Oaks at Moss Park

20. Roofs, Driveway and Pressure Cleaning:

Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ACC to the Owner of the applicable Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk. All roofs shall be in compliance with the Community Standard.

21. Signs and Flags:

No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of the Oaks at Moss Park that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 1/2') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not

obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 1/2') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances of the County and all setback and location criteria contained in this Declaration.

22. Sports Equipment:

No recreational, playground or sports equipment shall be installed or placed within or about any portion of the Oaks at Moss Park without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Tree platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

23. Storage:

No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

24. Substances:

No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the Oaks at Moss Park or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

25. Swimming and Boating:

Swimming is prohibited within any of the retention/detention areas within the boundaries of the Oaks at Moss Park. Boating and personal watercraft (e.g., water skis) are prohibited.

26. Use of Homes:

Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family members, guests, tenants and invitees.

27. Wells and Septic Tanks:

No individual wells or septic tanks will be permitted on any Lot.

28. Window Treatments:

Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings.

29. Window or Wall Units:

No window or wall air conditioning unit may be installed in any window or wall of a Home.