

GRAND CREEK SOUTH HOMEOWNERS ASSOCIATION, INC.
RULES AND REGULATIONS

1. General.

(a) All definitions contained in the Declaration of Covenants, Conditions, Restrictions and Easements for GRAND CREEK SOUTH (the "Declaration") are adopted and such defined terms are intended to have the same meaning when used in these Rules and Regulations (the "Rules and Regulations"). GRAND CREEK SOUTH is a residential community in St. Johns County comprised of up to four hundred (400) single-family units (the "Community"). For purposes of these Rules and Regulations, several words are defined for clarification:

(i) A Resident is one who is residing in a Unit, whether or not such person is an Owner.

(ii) A Guest is one who is visiting a resident on an overnight or longer basis.

(iii) A Tenant is one who is renting or leasing a Unit. A Tenant is considered a Resident.

(iv) A Unit means a Single-Family Unit, unless more specifically defined herein.

(v) A Visitor is one who is invited or drops in for a brief visit.

(b) The Board of Directors of the Association, or the managing agent at the direction of the Board of Directors, will be responsible for implementing and enforcing these Rules and Regulations, and it is expected that all Owners, Residents, Guests and Visitors will cooperate fully. The Board of Directors shall have the authority to interpret these Rules and Regulations and their determination shall be controlling.

(c) The Board of Directors may delegate some or all of its rights, privileges or responsibilities under these Rules and Regulations to the management company with which the Association has contracted to manage the Community, including without limitation, the interpretation, implementation and enforcement of these Rules and Regulations.

(d) Any consent or approval given under these Rules and Regulations by the Association or the manager shall be revocable at any time by the Board of Directors.

(e) The Board of Directors may, from time to time, establish fines for violations of these Rules and Regulations and impose fines against Owners, subject to the limitations and in accordance with the procedures set forth in the By-Laws of the Association. All fines shall be uniformly enforced against all Owners or Residents in accordance with the Declaration and the Articles of Incorporation and By-Laws of the Association (collectively, the

“Governing Documents”). If any fine has not been paid within ten (10) days after written notification to the Owner and/or Resident of a Unit, as applicable, the Board of Directors may take enforcement actions against the Owner and/or Resident in accordance with the Governing Documents.

For each non-compliance or violation the Board of Directors may impose a fine not in excess of One Hundred Dollars (\$100.00). However, every day a non-compliance or violation is allowed to exist may be deemed another violation, provided that no fine shall in the aggregate exceed One Thousand Dollars (\$1,000.00). The Board of Directors has established an initial amount of the fine for violations of some of the following Rules and Regulations. The amount of these fines for the initial violation and each subsequent violation is set forth at the appropriate paragraph below. The Board of Directors may from time to time change the amount of the fines and the violations subject to fines.

2. Use of Common Area and Facilities. The comforts and facilities of the Community are primarily for the use of Residents. Owners and Residents will be responsible for the actions of their tenants, guests and visitors, and must be mindful of the rights of other residents. The Association, acting through its manager, has the sole authority to operate and maintain the Common Area of the Community and to regulate the use of the Common Area. Individual Owners or Residents of the Community do not have the authority to waive or modify any requirements of the Governing Documents or these Rules and Regulations or to permit the use of the Common Area and any facilities constructed thereon in violation of the Governing Documents or these Rules and Regulations.

3. Balconies, Patios and Unit Exteriors.

(a) It is prohibited to hang towels, laundry, rugs or other items from the windows, porches, balconies, patios, breezeways, trees, or from any Unit. All windows must have window treatments and the color of all window treatments visible from outside must be white or off-white. Bed sheets shall not be used as window treatments. No pictures, decals, ornamentation or signs may be attached to or displayed from windows. No awnings or window guards shall be used without the prior written approval of the Board of Directors. The foregoing does not prohibit a resident from displaying one removable United States flag in a respectful manner.

(b) Balconies, patios, porches or any portion of the Common Areas may not be used for storage. Except for porch furniture, potted plants and other items specifically approved by the Board, no other objects shall be left on a porch, patio or balcony when not in actual use, including without limitation, children's toys, bicycles, seasonal decorations, and dead or dying potted plants. Feeding birds, squirrels or other wildlife is prohibited.

(c) The exterior of the Units, including the doors, porches, balconies and patios shall not be painted, decorated, enclosed or modified in any manner including the installation of carpeting or any form of flooring without prior written approval of the Board of Directors in accordance with the provisions of the Governing Documents. No drilling, nailing or other penetration of the exterior walls of the buildings, including the porch and patio walls, is

permitted. No wiring for electrical or telephone equipment and no installation of any type of television antennae, satellite receiving dish, air conditioning units or other similar or dissimilar equipment shall be attached or affixed on the exterior of any structure or installed through the walls or roof of any structure, except as authorized by the Board of Directors.

(d) Trash receptacles shall be kept inside garages at all times, except upon trash pick-up day. Large items must be disposed of properly and taken off-site.

(e) **Fine for initial violation - \$100.00; subsequent violations - \$100.00 each.**

4. Nuisances and Disturbances.

(a) No Owner, Resident, Tenants, Guest or visitor shall use or allow the use of any Unit or any portion of the Common Area at any time or for any purpose which may endanger the health or safety of other Owners or Residents, or which may unreasonably annoy, disturb, cause embarrassment or discomfort to other Owners or Residents. No noxious, offensive, lewd, illegal or indecent activity shall be carried on in any Unit or in the Common Area, nor shall anything be done therein, either willfully or negligently, that may be or may become any annoyance or nuisance to the other Owners or residents, or that may be injurious to the reputation of the Community. Nothing shall be done or kept in any Unit or in the Common Area that will increase the rate of insurance or cause the cancellation of insurance on the buildings or contents thereof without the prior written consent of the Board of Directors.

(b) No one shall cause or make noises disturbing to residents, including the use of audio-video equipment at volume levels that, in the sole discretion of the Board of Directors are disturbing to persons with normal hearing and sensibilities or that interfere with the rights, comfort or convenience of the other Residents. This applies to each Unit and the Common Area, including the gazebo, dog park and community facilities, if any. It is prohibited to use the audio equipment in any motor vehicle located on the Property at volume levels that can be heard outside of the vehicle by a person with normal hearing and sensibilities. Noise sensitive times, when Residents should be mindful of noise and fines are likely to occur are between the hours of 10 p.m. and 7 a.m. Sundays through Thursdays and 12 a.m. to 7 a.m. Fridays and Saturdays.

(c) The display or discharge of firearms or fireworks on the Property is prohibited, except by law enforcement officers in the performance of law enforcement duties. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

(d) Residents may use portable basketball hoop during normal dusk to dawn hours provided that it is properly put away and not left out overnight.

(e) Any items left in the Common Areas by Residents after-hours time may be considered property of the Association and the Association may claim or dispose of said property

(f) **Fine for initial violation - \$100.00; subsequent violations - \$100.00**

each.

5. Active Recreation Rules. The recreational facilities are for the use of Residents, Guests and Visitors. Hours of operation and noise restrictions must be strictly observed. The Board of Directors may establish additional regulations regarding the use of the Common Areas by children, including by way of example, prohibiting children from using Common Areas during certain time periods.

(i) Gazebo and Gazebo Area

(a) The gazebo observation area is open to Residents from dawn to dusk. This area is only to be used by Residents and their Guests. Any Guest MUST be accompanied by a Resident at all times.

(b) Owners may reserve the gazebo area for private parties. Loud parties after hours are subject to fines.

(c) Pets are not allowed in gazebo area.

(d) Residents shall be responsible for the actions of their children and for any damage to the Common Elements caused by their children or the children of their Guests or Visitors. Residents will be subject to fines for violations, including noise violations. A responsible adult must accompany children under the age of fifteen (15) when using the wildlife observation deck of the gazebo.

(e) The Board of Directors by majority vote shall have the authority to adjust all hours of operation.

(f) **Fine for initial violation - \$100.00; subsequent violations - \$100.00**
each.

(ii) Dog Park.

(a) The Dogs Park is open to Residents from dawn to dusk. These areas are only to be used by Residents and their Guests. Any Guest MUST be accompanied by a Resident at all times. A responsible adult must accompany children under the age of fifteen (15) when using the Dog Park and must have a dog to enter the Dog Park area.

(b) Limit three (3) dogs per person per visit.

(c) Residents are legally responsible for their dog(s) and any injuries caused by them. Residents and their guests enter the Dog Park at their own risk as the Association does not actively supervise the use of the Dog Park area. Residents and their Guest agree that by using the Dog Park they are assuming the full risk of injuries, damages or loss connection with or associated with use of the Dog Park. Residents and their guests are legally and financially responsible for their dog(s) and any injuries, damage or loss caused by them.

(d) Puppies and dogs must be properly licensed, inoculated and healthy and each Resident must have proof of their dog's current rabies vaccination and license. The Bordetella vaccination for your dog is also encouraged.

(e) Dogs in heat are prohibited.

(f) Dogs should wear a collar and ID tag at all times.

(g) Residents must clean up after their dog(s) and dispose of feces properly.

(h) Dogs that bark persistently are a nuisance and will be removed from the Dog Park at the Board of Director's sole discretion.

(i) Dogs that have been declared dangerous or aggressive are prohibited.

(j) Dogs showing aggression toward people or other animals, as determined by the Board of Directors, will be removed from the Dog Park and prohibited from future use.

(k) Puppies using the park must be at least four (4) months old.

(l) Owners should not leave their dogs unattended or allowed out of sight. Leaving dogs unattended is prohibited. All Residents and Guests must remain in the Dog Park with their dog(s) at all times.

(m) Owners must carry a leash at all times. Dogs should be leashed before entering and prior to leaving the Dog Park.

(n) Animals other than dogs are prohibited.

(o) No smoking or alcoholic beverages are allowed in the Dog Park.

(p) Violators will be subject to removal from the Dog Park and suspension of all park privileges.

(q) The Board of Directors by majority vote shall have the authority to adjust all hours of operation.

(r) **Fine for initial violation - \$100.00; subsequent violations - \$100.00 each.**

6. Signs. Except as may be required by law or as authorized by the Governing Documents no one shall post any signs, advertisements, or posters of any kind in the Common Areas, including mail kiosks, or on the windows, porches, or other areas of a Unit that are visible from the exterior of structures, including "For Sale" and "For Rent" signs except as authorized by the Board of Directors. The Board may, but is not required to designate authorized bulletin

boards or display areas for certain types and sizes of signs. **Fine for initial violation - \$100.00; subsequent violations - \$100.00 each.**

7. Access.

(a) Driveways, parking lots, sidewalks, entrances and passageways shall not be in any manner obstructed or used for any purpose other than access to and from the Units and the Common Areas. Any damage to the Common Areas or any facilities or equipment located thereon caused by an Owner, his children, Guests, Visitors or Tenants shall be repaired at the expense of the Owner if not covered by insurance. **Fine for initial violation - \$100.00; subsequent violations - \$100.00 each.**

8. Storage. No part of the Common Area shall be used for storage of any materials, vehicles or any other items, except in areas designated in the Governing Documents or by the Board of Directors. No inflammable oils or fluids, explosives or other articles deemed hazardous shall be stored on the premises.

9. Refuse. No rubbish, trash, garbage, refuse or other waste material shall be kept or permitted on the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick-up, if such pick-up is available), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried or aired in such a way as to be visible from the Property of the Association or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the ARB, or when accumulated by the Association for imminent pick-up and discard). If trash is not removed immediately upon written or verbal notice, fines may be imposed. **Fine for initial violation - \$100.00; subsequent violations - \$100.00 each.**

10. General Prohibitions Regarding Pets. No pets or animals shall be kept or maintained in or about the Property except only permitted dogs, cats and small caged birds, hereinafter referred to as "Pets." Pit bulldogs, chows, akitas, rottweilers, doberman pinschers and other breeds or animals determined by the Board to be aggressive are not permitted. Pigs, snakes and all other reptiles are not permitted.

A conditional license to maintain up to three (3) dogs and three (3) cats ("Pet") in a Unit, is granted to Owners, subject to the following conditions and reservations:

(a) Permitted dogs must be kept on a leash at all times while on the Common Areas (with the exception of the Dog Park in areas where dogs are permitted to be unleashed) and the person walking the dog must carry implements to clean up after dogs that are unable to reach designated pet walk areas. Pets must not be curbed near the walkways, shrubbery, gardens or other public spaces, but only in designated pet walk areas. Owners of Pets are required to

clean up after Pets when unable to reach designated pet walk areas. **Fine for initial violation - \$100.00; subsequent violations - \$100.00 each.**

(c) An owner is fully responsible for any damage to person or property caused by his Pet. In the event of any damage to the Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Single-Family Unit Owner shall be subject to assessment by the Association for the amount of damage.

(d) Aquarium fish are permitted but are not counted in the pet limitation.

The conditional license is subject to revocation and termination at any time by the Board of Directors upon their reasonable determination that the Pet is dangerous or is a nuisance or for repeated violations, and the Pet shall be removed from the Property within seven (7) days of the Board's written notice.

11. Vehicles/Parking.

(a) Only operable passenger automobiles, mini-vans or sport utility vehicles used as passenger vehicles and receiving a "car" or "passenger vehicle" classification by the Florida Department of Highway Safety and Motor Vehicles, motorcycles, pick-up trucks of one-half ton capacity or less, mopeds and bicycles (collectively "Permitted Vehicles") may be regularly parked within the Property. All Permitted Vehicles shall only be parked in designated parking areas. No boats, trucks greater than one-half ton capacity, all-terrain vehicles, recreational vehicles, trailers, motorhomes, campers or other non-permitted vehicles or objects ("Non-Permitted Vehicles") shall be parked on the Property. The foregoing does not prohibit the temporary and occasional parking of service trucks, moving vans and additional vehicles of visitors or guests in other areas.

(b) No Owner or any other person may repair any vehicle (including Permitted Vehicles) on the Property. The foregoing does not prohibit emergency repairs necessary to move a Permitted Vehicle.

(c) To ensure parking of only authorized vehicles, decals or other identification may be issued to each Resident for his/her vehicle(s), or for the vehicle(s) of his or her guests or visitors. If issued, such decals (or hanging passes) or other identification MUST be prominently displayed to avoid towing and/or fines. The Association shall have the right, but not the obligation, to tow illegally or improperly parked vehicles following a single written warning delivered to the Resident, whether such vehicle belongs to the Resident or a Guest of a Resident, and all costs relating to towing the vehicle shall be the personal obligation of the Resident. All towing shall be in accordance with state and local laws, rules and regulations.

(d) The use of parking areas are on a first come, first serve basis, unless otherwise designated. Handicap spaces are specifically marked and are reserved for vehicles identified as transporting handicapped individuals. Except for authorized vehicles that do not fit within a garage, no on-street parking is permitted. Parking is restricted to garages and paved parking areas. All vehicles MUST be parked between the painted lines in designated parking

spaces. Vehicles that, by virtue of their size, cannot be accommodated entirely within the painted parking lines for a single spot are prohibited. Long term parking or storage of vehicles is prohibited, except in any parking spaces specifically approved and designated by the Association for that purpose. Junk vehicles or inoperable vehicles may not be driven, towed, parked or stored anywhere on the Property.

(e) Garage doors must be closed when the garage is not being used.

(f) The maximum speed permitted for all vehicles traveling on Property shall be 25 MPH.


12. Garage Sales. Garage sales, yard sales, flea markets or similar activities are prohibited unless approved in writing by the Board.

13. Lakes and Ponds. All lakes or ponds located as the Property shall be used only for the intended purpose of providing stormwater and surfacewater storage and treatment facilities. No swimming or fishing is allowed. No one is permitted to feed any wildlife located on the Property, including ducks and turtles.

14. Amendment. These Rules and Regulations may be amended from time to time by a majority of the Board of Directors in accordance with the requirements of the By-Laws, or may be amended by a majority vote of all Owners at a meeting duly called for such purpose; provided however, for so long as Declarant holds any Units for sale in the ordinary course of business, rules or regulations which are, or have the effect of being detrimental to the sale of Units by the Declarant shall require the written approval of Declarant before becoming effective. All provisions of the Rules and Regulations must be uniformly enforced against all owners, tenants, and residents of the Community.

The foregoing Rules and Regulations were adopted by the Board of Directors of the Association on October 9, 2020.

**GRAND CREEK SOUTH HOMEOWNERS
ASSOCIATION, INC.,** a Florida not-for-profit
corporation

By: 
Print Name: Gregory Maier
Title: Director