

*South Hampton
Town Home Association, Inc.*



*Book of Standards
for
Community Living*

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DEFINITIONS

Association - South Hampton Town Homes Association, Inc., a not-for-profit corporation created under Florida Statute

Board – The Board of Directors of the South Hampton Town Homes Association, Inc.

Declarant –The Declarant creates the community documents thus “declaring” that the community is being developed with specific covenants and restrictions that will be placed upon all of the lots within the development. This term is used interchangeably with Developer.

Governing Documents – Collectively the Amended and Restated Declaration of Covenants, Conditions and Restrictions of South Hampton (a.k.a. Declaration or CCR’s), The Amended and Restated Articles of Incorporation of South Hampton Town Homes Association (a.k.a. Articles), the Amended and Restated By-laws of the South Hampton Town Homes Association (a.k.a. By-laws) and any Supplements or Amendments thereto as recorded in the official public records of Hillsborough County, Florida, the Book of Standards for Community Living and any guidelines, standards, rules and regulations as may be adopted by the Board of Directors from time to time.

Home – A residential townhome and its accessories

Landscape Bed - Bed around the perimeter of the house and/or an island within the lawn. The beds typically contain shrubs, trees, and flowers.

Lot - The term of “lot” applies to property with or without a dwelling.

Member – Any owner of a home within the community of South Hampton.

Owner – A person or persons who have legal title to a lot within South Hampton. This term can be used inter-changeably with the term Member.

SWFWMD - Southwest Florida Water Management District commonly referred to as “Swiftmud”.

Transition – An event that occurs 90 days after 75% of the Homes within South Hampton have been transferred to a third party. At transition, all Board members appointed by the Developer will resign and the Members will elect new Board members who must all be Owners of a home within South Hampton.

Unit – used interchangeable with the term Home – refers to one residential home within a building of four to six townhomes.

Word “may” – Typically used in the phrase “may be” and means optional.

Word “shall” – Typically used in the phrase “shall be” and means mandatory.

Word “should” – Typically used in the phrase “should be” and means recommended.

South Hampton Town Homes Association, Inc
Book of Standards for Community Living

THE ASSOCIATION

Introduction

The community of South Hampton is a townhome community that will be comprised of 164 Units. M/I Homes of Tampa, LLC assumed Declarant Rights in 2010. South Hampton is envisioned to be a community where residents can live and play in harmony with others.

In order to preserve, protect and enhance the property values of those who purchase homes within the community of South Hampton, the South Hampton Town Homes Association (Association) was created. All Owners of property within the South Hampton community are Members of the Association. This Membership includes certain mandatory obligations, financial responsibilities and a commitment to abide by the deed (use) restrictions and rules of the Association.

All Owners of property within South Hampton are also Members of the Hampton Master Property Association, Inc. ("Master"). Other Members of the Master are the Owners of property within West Hampton Homeowners Association. The Master owns the private portion of Repron Boulevard, the right of ways and the playground located near the entry to West Hampton. This Association was created to provide maintenance for the areas common to both the South Hampton and West Hampton communities. These maintenance responsibilities include the entry features located at Race Track Road, the median on Repron Boulevard and the common areas owned by the Master Association.

The purpose of this Book of Standards is to provide an explanation of the Association's Governing Documents and to give the Members an overview of how the Association functions in an easily understood format. This book will review the rights and obligations of Members and leaders of the Association and present a compilation of the Association's adopted community standards, policies, rules and regulations.

Mission of the South Hampton Town Homes Association

- To maintain, protect and enhance the value of the homes and common property within South Hampton.
- To foster a sense of community among the Members.
- To pursue excellence in all that the Association does.
- To build a community that is based upon principles, values and respect for one another.
- To record and manage this vision through a system of governance that respects this perspective.

The Governing Documents

Anyone who purchases a home in South Hampton should receive a copy of the of The Master Declaration of Covenants, Conditions and Restrictions for Hampton Master Property Association (“Master CCR’s”), The Articles of Incorporation (“Master Articles”) and The Bylaws for Hampton Master Association (“Master Bylaws”); The Amended and Restated Declaration of Covenants, Conditions and Restrictions (herein referred to as “Declaration” or “CCR’s”), The Amended and Restated Articles of Incorporation (“Articles”), The Amended and Restated By-laws (“By-laws”) and all amendments that may have been made to each of these documents. All of these documents have been recorded in the public records of Hillsborough County. If you did not receive these documents, notify your title company and request that they provide them to you as required by Florida Statute. Copies may be obtained from the management company; however, you will be charged a copy fee for the document package. Documents may also be viewed and/or downloaded from the Hillsborough County Clerk of Court web site. Following is an overview of the governing documents specific to the South Hampton Town Homes Association:

Chapter 720 Florida Statutes Homeowners’ Associations	Chapter 720 of the Florida Statutes regulates Homeowners Associations like South Hampton and takes precedence over the South Hampton documents listed below. Anytime that there is a discrepancy between this statute and the South Hampton documents, the statute will prevail.
Declaration of Covenants, Conditions and Restrictions (CCR’s)	The CCR’s are recorded in the public records of Hillsborough County. They establish a contract between the Association and the property owners and create obligations which are binding upon the Association and all present and future owners of property within South Hampton. The CCR’s contain the plan of development, the method of operation and the rights and responsibilities of the association and the Owners of property within the association.
Articles of Incorporation	Filed with the Florida Secretary of State and as an exhibit to the CCR’s, the Articles establish the Association, as a not-for-profit corporation under Florida law.
By-laws	Details how the Association’s internal affairs will be conducted. Included in this document are the requirements for noticing and conducting meetings, voting rights of Members, elections procedures, and job descriptions for officers and committees. This is recorded as an exhibit to the CCR’s.
Amendments or Supplements	These are recorded at some point after the CCR’s are recorded and may add land or impose additional obligations or restrictions on the property. Amendments may be made to the CCR’s, Articles and By-laws by the Developer until such time as the Association is transitioned to homeowner control or they may later be amended by a vote of the Membership as outlined in the CCR’s, Articles and By-laws.
Architectural Guidelines	The South Hampton CCR’s require that standards and guidelines for improvements and modifications to the exterior of a home (including structures and landscaping) be developed. The Architectural Guidelines were created jointly by the Board of Directors and the Architectural Control Committee (“ACC”). It is

	not necessary that they be recorded in the public records of Hillsborough County and they can be amended by the Board of Directors at the recommendation of the ACC.
Rules and Regulations	These are adopted by the Board of Directors to govern the use of property, activities and conduct. An example is Pool Rules. Rules and Regulations are not recorded in the public records of Hillsborough County.
Board Resolutions	Resolutions are adopted by the Board of Directors to establish rules, policies, and procedures for internal governance and Association activities, and to regulate operation and use of Common Property.

The Board of Directors

The governing authority for the Association is the Board of Directors ("Board"). Currently, there are three Members of the Board and all are appointed by the Developer. At the time that 75% of the total number of Homes that can be built within South Hampton have been conveyed to someone other than a builder, the control of the Association will be transitioned to the Owners of homes within South Hampton and members of the board will be elected from the membership. Florida Statute allows the Developer to retain one seat on the Board until such time as 95% of all units have been conveyed after which time, all Board positions will be held by Members of the Association.

The Board of Directors is responsible for the administration of the Association. They have the authority to make and amend rules, adopt policy, adopt budgets, assess and collect assessments, hire and fire personnel, appoint committees, purchase insurance and enter into contracts on behalf of the Association. The Board is also responsible for enforcing the CCR's and all rules and policies of the Association. Board Members must act within the scope of their authority and perform their duties with care and diligence when acting for the community. The Board may delegate some duties to the community manager, an employee or to a committee but ultimately the Board is responsible for all decision making.

The Committees

The Board of Directors has the authority to create committees as it deems appropriate and to assign each committee with a specific task. Committees work in an advisory capacity to the Board. They do not have the authority to commit the Board to an expense or required action. Committee members are appointed by and serve at the pleasure of the Board. Committee members may be removed from their duties for failure to perform within the scope of the committee's boundaries. Currently, South Hampton has no committees established. Committees that the Board plans to establish are listed in the table below with a description of their duties.

Architectural Control Committee (ACC)	This committee is responsible for reviewing all Architectural Modification Applications made by residents for improvements to the exterior of the Home or Lot. The committee also reviews Architectural Guidelines and recommends changes and/or additions to the Board for adoption.
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Covenants Enforcement Committee (CEC)	This is the hearing tribunal for the Association and has the authority to fine Members who are non-compliant with the CCR's and rules of the Association. They also advise the Board on needed clarifications to existing rules or restrictions and may recommend additional rules or document amendments for consideration by the Board.
Community Spirit Committee (Spirit)	The purpose of this committee is to foster a sense of community within South Hampton. This is accomplished through communications (i.e. newsletter, community website) and community wide events such as holiday parties, community garage sales, Community Beautification Day, block parties and contests. The committee also reviews safety issues within the community and makes recommendations to the Board.

Meetings

The Annual Membership meeting is held each year. A quorum of 10% of all owners is required in order to conduct business. It's important that all Owners complete and mail in their proxy to the management company in order to be counted toward the quorum requirement. A proxy is a written instrument that allows you to be counted in attendance for the meeting and appoints another person to cast your vote on any voting matter presented to the Membership. Any Owner who sends in a proxy and then attends the meeting can request his proxy be returned thereby casting his own votes on all business matters. At a General Membership meeting, Members can make motions and cast votes on all business matters listed on the agenda.

Board of Directors meetings are conducted as needed. A majority of the Board Members must be present to constitute a quorum and to conduct business. Notice of all Board meetings must be given to Members 48 hours in advance of the meeting. Any meeting at which the Board will adopt the budget or approve assessments requires a two week notification. All Board meetings are open to the general Membership to attend; however, motions and votes are made by the Board Members only. Members may speak to any agenda item during an open discussion period at the beginning of the meeting. If a Member has a business item that they would like to be addressed by the Board, they may contact the management company to request that the item be placed on the agenda. Back up information about the requested agenda item should be made available to the Board Members prior to the meeting and the Member requesting the agenda item should be prepared to address the Board at the meeting.

Committee meetings are held monthly. Members are encouraged to volunteer to serve on committees and are welcome to attend meetings.

Budget and Finances

The Board of Directors is responsible for creating and adopting the annual budget for the Association.

The management company oversees the accounting needs for the Association and prepares a financial report each month. Members may request a copy of the

financial reports from the management company. As required by Florida Statutes, an annual compilation, review or audit of the financial statements of the Association is prepared by an accounting firm at the end of each year and provided to the Membership.

The Board is tasked with levying an assessment on each Owner based upon that Owner's fair share of the anticipated budgetary needs for the coming year. The budget is divided into the expense categories of administrative, grounds maintenance, utilities, and reserves, if applicable. Administrative expenses include the cost of management, legal and accounting services, office expenses (i.e. printing of newsletters, postage, costs associated with leasing a space to conduct meetings) and insurance. Insurance policies in place for the Association include Property and Casualty, General Liability, Worker's Compensation, and Directors and Officers Liability. The grounds maintenance category includes such items as landscape maintenance, pond maintenance, annuals, mulch, street maintenance, and costs associated with maintaining the recreational facilities, the gate access system, the common area walls, fences and signs. Utilities category includes any expenditure associated with the cost of bulk cable, electricity, sewer and water.

Residents of South Hampton pay for water and sewer services through their assessments. There are two water mains that service South Hampton residents. It is important to practice water conservation measures in your homes in order to stay within the budgeted amount for the water usage charged to the Association by Hillsborough County. The Board has the authority to levy special assessments against all Owners when the water usage exceeds the budgeted amount. [Note: The Association is owner of two lift stations (equipment that pumps solid waste from the Homes to the County owned waste facilities). When electric service is disrupted for extended periods of time, it is recommended that residents conserve flushes in order to avoid backups of the system.]

The Board is responsible for the collection of each Owner's assessments. A collection policy has been adopted by the Board and is published in the Policies, Rules and Regulations section of this Book of Standards.

Managing the Association

As noted above, the Board is responsible for all decision making for the Association but can delegate some duties to others. A community management company has been contracted by the Board to assist in implementing the decisions made by the Board. The management company has assigned a community manager to South Hampton. In Florida, community managers are required to have a CAM license that is issued by the Department of Business and Professional Regulations and to attend continuing education courses related to community management on an annual basis. The manager reports to the President of the Board. The community manager is responsible for overseeing the day to day business of the Association and for implementing the decisions made by the Board. The community manager will work to assist all residents of South Hampton with their Association related questions and business; however, the community manager takes direction only from the President of the Board.

Records Request

The management company is the keeper of the Association's records. Copies of official records as outlined in Florida Statute 720 which regulates Homeowners Associations can be requested from the management company. The request must be made in writing via certified mail. The management company is required to respond to the request within a ten (10) working day period after receipt of the request. The management company will arrange an appointment for the Owner to come to its office and review the requested records. There will be a fee for any copies requested. The Records Request Policy is found in the Policy section of this Book and a Request Form can be found in the Forms section.

Association vs. Owner Responsibility for Maintenance

The South Hampton Association was formed under Florida Statute 720 as a homeowner's association. Each Owner of a town home has purchased that Home "fee simple", meaning that they own the building and the ground within the boundaries of the Lot – just as if it were a single family "unattached" home. Since townhomes are attached to other units, they share the roof and at least one common wall with another unit. Because of this building arrangement, special maintenance issues that are shared by more than one Owner exist. In order to maintain uniformity in the maintenance of the building and landscaping, the CCR's address specific maintenance issues and assign responsibility. Below is a synopsis of the responsibilities assigned to the South Hampton Town Homes Association and those maintenance items that are not assigned to the Association but are the responsibility of the individual homeowner. This is a synopsis only and is not represented to be a complete itemization of responsibilities. Homeowners are urged to read the CCR's for a complete understanding of the assignment of responsibilities.

ASSOCIATION RESPONSIBILITY:

- Maintain/repair/replace all common areas and improvements
- Maintain/repair/replace all paved common areas and common area sidewalks
- Private water main (2)
- Private Sanitary Sewer Facility (2)
- Maintain/repair/replace roofs of buildings (except in case of owner negligence)
- Paint all buildings (with exception of areas within a screened enclosure)
- Pressure cleaning of outside walls of buildings, sidewalks and gutters (with exception of areas within a screened enclosure)
- Perimeter walls of common areas
- Landscape maintenance to include mowing, edging, trimming, pruning, fertilizing, etc. of all common areas and on individual lots
- Landscape replacement of sod, plants, trees, etc. in all common areas and on individual lots
- Irrigation system on common areas and individual lots
- Pest control (termite, other as deemed appropriate)
- Surface water management system
- Retaining walls (Note: Retaining walls have been constructed to hold earth in place and to prevent the erosion of an embankment. Most retaining walls within South Hampton are located adjacent to conservation areas.)

- Sidewalks parallel to the street – (except in case of Owner negligence)
- Insurance on common property

HOMEOWNER RESPONSIBILITY:

- Perimeter walls within lot
- Fences within lot
- Modified landscaping within lot
- Garage doors
- Exterior lights and electrical fixtures
- Drainage system on lot
- Staining on home caused by irrigation system – treat and remove
- Windows, screens, doors and sliding glass doors
- Screen enclosures
- Cleaning and painting of the area within a screen enclosure
- Ensuring the exterior of home is caulked and secure from water intrusion
- Patio
- Party walls as described in the CCR's
- Air conditioner equipment
- Sidewalks (often called lead walks because they lead to the house) on the lot that are not parallel to the street.
- Driveway maintenance, repair and replacement
- Stem walls. (Note: Stem walls are supporting structures that are utilized as a means of joining the foundation of a building with the vertical walls constructed on the foundation. In South Hampton, only buildings that have a raised foundation have stem walls and are all located on conservation Lots.)
- Installation, removal and storage of hurricane shutters
- Insurance of dwelling and property (Association named as additional insured)
- Any changes that have been made to the exterior by the Owner. MUST have ACC approval for ALL exterior modifications (includes addition of plants to planter beds) to home and Lot

Insurance

The Association is responsible for insuring the common areas only. Each Owner must purchase Homeowner's Insurance in an amount to cover the cost of reconstruction of the Home in case of damage to the Home. The Owner must require the insurance provider to include the Association as additional insured (see CCR's Section 13.2.1) with the following information shown on the policy:

Additional Insured:
 South Hampton Town Homes Association, Inc.
 C/O Management Company Name
 Management Company Address

On an annual basis or upon request by the Association, the Owner will provide a Certificate of Insurance to the Association's managing agent.

Rights and Responsibilities for Better Communities

Principles for Homeowners and Community Leaders

More than a destination at the end of the day, a community is a place people want to call home and where they feel at home. This goal is best achieved when homeowners, non-owner residents and association leaders recognize and accept their rights and responsibilities. This entails striking a reasonable balance between the preferences of individual homeowners and the best interests of the community as a whole. It is with this challenge in mind that Community Associations Institute (CAI) developed Rights and Responsibilities for Better Communities.

Rights and Responsibilities can serve as an important guidepost for all those involved in the community—board and committee members, community managers, homeowners and non-owner residents.

Homeowners Have the Right To:

- A responsive and competent community association.
- Honest, fair and respectful treatment by community leaders and managers.
- Participate in governing the community association by attending meetings, serving on committees and standing for election.
- Access appropriate association books and records.
- Prudent expenditure of fees and other assessments.
- Live in a community where the property is maintained according to established standards.
- Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options with the association before foreclosure is initiated.
- Receive all documents that address rules and regulations governing the community association—if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
- Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

Homeowners Have the Responsibility To:

- Read and comply with the governing documents of the community.
- Maintain their property according to established standards.
- Treat association leaders honestly and with respect.
- Vote in community elections and on other issues.
- Pay association assessments and charges on time.
- Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
- Request reconsideration of material decisions that personally affect them.
- Provide current contact information to association leaders or managers to help ensure they receive information from the community.
- Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

Continued on next page

Community Leaders Have the Right To:

- Expect owners and non-owner residents to meet their financial obligations to the community.
- Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
- Respectful and honest treatment from residents.
- Conduct meetings in a positive and constructive atmosphere.
- Receive support and constructive input from owners and non-owner residents.
- Personal privacy at home and during leisure time in the community.
- Take advantage of educational opportunities (e.g., publications, training workshops) that are directly related to their responsibilities, and as approved by the association.

Community Leaders Have the Responsibility To:

- Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
- Exercise sound business judgment and follow established management practices.
- Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
- Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
- Establish committees or use other methods to obtain input from owners and non-owner residents.
- Conduct open, fair and well-publicized elections.
- Welcome and educate new members of the community - owners and non-owner residents alike.
- Encourage input from residents on issues affecting them personally and the community as a whole.
- Encourage events that foster neighborliness and a sense of community.
- Conduct business in a transparent manner when feasible and appropriate.
- Allow homeowners access to appropriate community records, when requested.
- Collect all monies due from owners and non-owner residents.
- Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligations to the community.
- Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights—where permitted by law and the association's governing documents.
- Initiate foreclosure proceedings only as a measure of last resort.
- Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting or revising the documents.
- Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leaders, e.g., officers, the board and committees. (Community associations may want to develop a code of ethics.)

Community Associations Institute
www.caionline.org



*Architectural
Guidelines, Standards
& Criteria*

ARCHITECTURAL GUIDELINES, STANDARDS & CRITERIA

South Hampton was developed with the intent that Homes harmonize with each other and present a pleasing and consistent style. The concept of a town home community is to have exterior uniformity in buildings and landscaping. The following guidelines and standards have been designed to provide homeowners an opportunity to create an individual character for their home without changing the conceptual design of the community.

Introduction

The intent of the contents of this guide, as well as the existence of the Architectural Control Committee (ACC), is to provide the guidelines and design standards required for maintaining an aesthetically pleasing community. Adhering to these guidelines is beneficial for all involved in that they are meant to protect the investment of the homeowners, as well as portray a quality community of well-planned homes constructed with long lasting materials maintaining high construction standards.

In conjunction with the recorded Documents for South Hampton Town Homes Association, these guidelines and design standards are binding on all parties having interest in any portion of South Hampton, and each homeowner is required to comply with the requirements as set forth. Any failure to comply with these requirements will be subject to remedies provided for in the recorded Documents.

The Architectural Guidelines, Standards & Criteria (Guidelines) provide an overall framework to allow the community to develop and progress in an orderly, cohesive and attractive manner, implementing planning concepts and philosophy which are required by regulatory agencies and desirable to residents. These Guidelines include minimum standards for the design, size, location, style, structure, materials, color, mode of architecture, mode of landscaping and relevant criteria for the construction or addition of improvements of any nature. They also establish a process for judicious review of proposed changes within the community.

These Guidelines have been adopted by the Board of Directors of South Hampton Town Homes Association pursuant to the South Hampton Declaration. The Architectural Guidelines will be enforced by the Declarant during the Declarant Control Period as defined in the Declaration, and by the Architectural Control Committee established under Section 17 of the Declaration.

The architectural review process has been established to maintain the integrity of the architectural and design character of South Hampton. To this end, the Architectural Control Committee (ACC) will review all proposed additions, improvements or alterations on homes for conformity with the Architectural Guidelines. Section 17 of the Declaration sets forth provisions with respect to the review process, including possible delegation of certain review functions to a resident staffed Committee and the ultimate transfer of the review function to the Committee at the end of the Declarant Control Period. Until such transfer, any and all approval and denial rights rest with the Declarant and each such approval or denial will be in writing. In the event that certain reviewing functions are delegated to a resident staffed Committee, Declarant reserves the right during the Declarant Control Period to withhold approval even if granted by the Committee.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Guidelines, the government standards shall prevail. To the extent that any government ordinance, building code or regulation is less restrictive than these Guidelines and any standards contained herein, or the Declaration, these Architectural Guidelines and the Declaration shall prevail.

Terms such as “good taste” and “sound design” are difficult to define and even more difficult to legislate. It is the intent of these Guidelines to encourage “good design” by showing examples of the desired result. Elements such as deed restrictions, appropriate attention to scale and/or proportion to the community should be considered with all requests.

Nothing contained in these Guidelines shall obligate any agency, governmental or otherwise, to approve plans submitted, nor shall the approval of the ACC be construed as meeting neither the requirements of Hillsborough County nor any governmental agency required for approval.

The ACC has the right to modify, revise, add, delete or make any changes to this manual by joint resolution with the Board of Directors.

Aspects and Objectives of Architectural Review

The Architectural Control Committee evaluates all properly completed Alteration applications. Decisions made by the ACC are not based on subjective elements, but on the following criteria:

Relation to the Natural Environment: To prevent the unnecessary removal, destruction or blighting of the natural landscape or of the existing man-made environment.

Conformance with Declaration and Architectural Guidelines: All applications are reviewed to confirm the project is in conformance with the Declaration and approved Site Standards.

Design Compatibility: Compatibility is defined as similarity in architectural style, quality of workmanship, and use of similar materials, colors and construction details.

Location and Impact on Neighborhood: The proposed alteration shall relate favorably to the landscape, the existing structure, the surrounding homes and the neighborhood as a whole.

Materials: Continuity is established by the use of the same materials and color palette as were used in the original construction.

Workmanship: The quality of work shall be equal to or better than the surrounding area.

Validity of Concept: The basic concept shall be sound and appropriate to its surroundings.

Non Liability for Approval of Plans

The Declaration (CCR's) Section 17.19 contains a disclaimer which relieves the Declarant, the Community Association and the Architectural Control Committee of liability or responsibility for the approval of plans and the specifications contained in any request by an Owner. Prior to submitting plans or information for review you should read and understand this disclaimer. Certain additions, alterations and renovations may void any existing warranties.

Alteration Application

General Information

1. A homeowner wishing to make an exterior change or modification to their dwelling, or lot shall apply for and receive written approval for such change or modification prior to start of the project.
2. Application is made by completing the Alteration Application Form.
3. A separate Alteration Application shall be submitted for each exterior change or modification.
4. Applications are available from the management company and can be found in the Forms section of this book.
5. The completed request, together with all applicable information, is submitted to the management company.
6. An Alteration Application is not considered complete until accompanied by all of the information necessary for the ACC to make an informed decision.
7. Incomplete applications will be "Rejected" and shall not be considered until resubmitted with the necessary information.
8. The ACC has up to 45 days from the date a properly completed Alteration Application is received by them to take action. Failure of the ACC to respond within 45 days deems the Alteration Application Disapproved.

Supporting Documents/Materials

1. Requests for any exterior modification of the home, must include:
 - a) copy of the stamped lot survey clearly depicting the location, size and measurements of the proposed change and the measurements to the lot boundary lines;
 - b) contractor drawings;
 - c) list of materials being used; and

- d) sample of materials being used if applicable.
- 2. Requests for exterior dwelling surfaces including painting, installation of pavers or tiles on screened enclosures, etc.:
 - a) copy of the stamped lot survey with a sketch of area(s) to be covered; and
 - b) sample of proposed material – paver, tile, paint chip.
- 3. Requests for landscaping:
 - a) copy of the stamped lot survey with a sketch or drawing showing location of landscaping project;
 - b) list of names or types of planting(s) together with approximate location of each, show existing major landscaping and indicate measurements from property lines when landscape beds, etc.; and
 - c) request to remove trees shall include a copy of the stamped lot survey depicting the approximate location of all existing trees and their types, along with the trees to be removed and the reason for their removal.

The Review Process

General Information

1. The design and construction review process is a 4-step procedure: Initial Review, Submission of Plans, Construction Commencement and Inspection.
2. Thorough and timely submission of information as well as adherence to the Guidelines set forth in the process will prevent delays and minimize frustration of all parties involved.
3. Questions concerning interpretation of any matter set forth in the Guidelines should be directed to the ACC.

Initial Review – Step 1

1. It is required that a homeowner submit to the ACC an Alteration Application for the modification that is being requested, along with a set of plans if applicable.
2. Any and all Alteration Applications and submission of supporting documentation should be made by certified mail, return receipt requested. Facsimile or electronic submission with verification of transmittal will also be acceptable.
3. The information required for the review is as follows:
 - a) Alteration Application with a **detailed description** of the planned modification

- b) Copy of final survey showing the surveyors stamp and the approximate location and dimensions of all improvements, including driveway,
 - c) Floor plans if applicable
 - d) Exterior elevations (all sides) if applicable
 - e) Conceptual landscape plan if modification involves changes to the current landscape
 - f) Any other information, data, photos and drawings as may be reasonably requested by the ACC.
4. The ACC shall review the information and indicate its approval, disapproval, or recommendations for change to the plan.
5. The ACC will review the accompanying documents within 45 days and return one set of plans to the Owner accompanied by a letter indicating the ACC's decision which shall be rendered in one (1) of the following four (4) forms:
- a) **“Approved”** - the entire document submitted is approved in total, subject to the existing Architectural Guidelines.
 - b) **“Approved with Conditions”** – the document submitted is partially approved. The Owner may proceed with the work to be performed as modified, but must comply with any and all notations on the submittal, including the existing Architectural Guidelines.
 - c) **“Disapproved”** – the entire document submitted is not approved and no work may commence.
 - d) **“Rejected”** In some cases, additional information may be required in order to make an informed decision. Incomplete applications will be stamped “Rejected” and shall not be considered until resubmitted with all of the necessary information.
- 6. Any Alteration Application not approved within 45 days shall be deemed to be Disapproved.**
7. No construction or structural improvement, no alteration or addition to any existing structure or site improvement shall be made on any property until the plans and specifications showing the proposed design, nature, type, shape, size, color, materials and location of same shall have been submitted to and shall have received final approval by the ACC.
8. It is the ACC's goal to approve all requests in an expedient fashion.
9. For the purpose of a rapid response it is required that each form is limited to one request. The more detail provided with the submittal, the quicker a response may be expected.

10. In the case of an incomplete application or the request by the ACC for more information, the applicant will have 15 days to comply with the request. Failure to comply within the 15 days will result in the need for a new application to be submitted.

Submission of Plans to the Building Department – Step 2

1. Following the approval of Step 1, the Owner may submit their plans to the Building Department or the required agencies that have jurisdiction for the required permits that may be needed for the modification project. Changes required by the said agencies must be re-approved by the ACC.

2. Hillsborough County Permits

a) Hillsborough County requires permits for many types of work done, both inside and outside your house. For further information, contact Hillsborough County at (813) 847-2411, ext. 8126.

b) Approval for installation by the ACC of any project does not negate the homeowner's responsibility to comply with all terms and conditions of any municipal permit, or existing codes required for the project, which the owner is responsible for obtaining.

c) In addition, permits are required to remove certain types and sizes of trees. A copy of the Hillsborough County tree code is available at

www.hillsboroughcounty.org/hcce/codeenforcement/minstdsord962.pdf

Construction Commencement – Step 3

1. Upon completion of Step 2, a copy of the building permit must be submitted to the ACC prior to the Owner beginning construction.

2. If the requested change does not require a building permit, all materials utilized in the improvement must be approved by the ACC before commencement.

3. Any modification to the original application for any reason must also be re-approved.

4. Property owner & his/her contractor are responsible for obtaining and complying with all building permits, building codes and setbacks.

5. Access to Common Areas:

a) All exterior changes and modifications shall be completed in a manner so that they do not materially damage the common areas of the Association or individual Homesites. Nor shall they in any way impair the integrity of the improvements on the property subject to maintenance by the Association.

b) No homeowner shall permit their contractor to access or otherwise cross the common areas, or another person's Homesite without receiving written permission in advance from the Board, an officer or the Community Manager. In the case of accessing another person's Homesite, written permission shall be obtained from the Owner.

c) Any contractor or installer, other than the record Titleholder of the Lot shall provide the Association with an insurance certificate listing the Association as a named insured prior to commencing work. Insurance shall meet the following minimum limits: Contractor's General Liability including completed operations: statutory minimum amount. Worker's Compensation: statutory minimum amounts. The Board may also establish these amounts.

d) Homeowners are responsible for any damages to the common areas and other Association property. Homeowner is responsible for restoring, re-grading, repairing and replacing any damaged grass or plants on this or any adjoining Homesites, caused by this construction.

e) Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, construction trash etc. shall be removed from the lot and hauled to the proper waste sites within seven (7) days of the completion of the project.

f) All homeowners shall be held responsible for the acts of their employees, subcontractors and any other persons or parties involved in construction or alteration of the Homesite. The responsibilities include but are not limited to the following:

(1) Ensuring that the construction site, community properties and roadways are kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.

(2) Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well being of other personnel on the site.

(3) Any contractor or installer, other than the record titleholder of the Lot, shall provide the Association with an insurance certificate listing the Association as a name insured prior to commencing work. Insurance shall meet the following minimum limits: Contractor's General Liability (including completed operations): statutory minimum amount. Worker's Compensation: statutory minimum amount. In the absence of statutory minimum amounts, these amounts may be established by the Board.

Final Inspection – Step 4

1. The ACC shall have the right to enter upon and inspect any property at any time before, during, or after the completion of work for which approval has been granted.
2. Upon completion of the improvement the Owner shall give notice to the ACC. At this time it will be reviewed for compliance with these Guidelines and the approved Alteration Application.
3. Owner shall make certain any damage to streets, curbs, drainage inlets, sidewalks, street signs, walls, community signage, landscaping, irrigation, etc. is repaired or the damage will be repaired by the Association and such costs will be charged to the Owner.
4. Application approvals are valid for a period of six (6) months and a new Alteration Application must be submitted after that time has elapsed if the approved project has not commenced.

Express Approval

The following items may be approved outside of the Committee meeting unless the Owner receives a notice of disapproval within ten (10) days after submitting the Alteration Application with all applicable documentation:

- Re-paint house exteriors and trims in the identical color previously approved by the ACC.
- Re-surface existing driveways and sidewalks in the identical color/material previously approved by the ACC.
- Replace existing screening with identical screening materials previously approved by the ACC.
- Replace existing exterior doors with identical style exterior doors previously approved by the ACC.

All references in the paragraph to “identical” shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (*i.e.*, the identical style, texture, size, color, type, etc.).

Change or Modifications Made Without Approval

Owners making changes in advance of receiving approval from the ACC will receive a letter from the Community Manager. Owner will have fifteen (15) days from receipt of the letter to submit a completed Alteration Application or remove the change. The Alteration Application is not considered complete unless it is accompanied by the applicable processing fees, materials list, final survey and all those required supporting documents listed on Page 18.

Failure to comply with this request could result in monetary fines and legal action. All costs associated with gaining compliance shall be charged to the Owner’s account.

Reconstruction

In the event that a residential structure or any part thereof is destroyed by casualty or natural disaster, the Owner must notify the ACC and commence reconstruction within 60 days. The ACC will make every effort to accommodate the Owner in the application process in order to repair or rebuild in a timely manner.

Sale of Property

Owners who offer their house for sale shall first advise the Community Manager and bring their house and property into full compliance with all provisions and requirements of the latest edition and revisions of these Guidelines. The Community Manager will issue a certificate of compliance. Non-compliance with this provision must be disclosed on the estoppel letter, which could result in a lower sales price or delay of closing.

Administrative Fees and Compensation

As a means of defraying its expense, the ACC may institute and require a reasonable filing fee to accompany the submission of plans and specifications. No additional fee shall be required for re-submissions. If special architectural or other professional review is required of any particular improvement, the applicant shall also be responsible for reimbursing the ACC for the cost of such review.

Appeals Process

In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than 45 days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than 45 days after such meeting. In the event the ACC fails to provide such written decision within 45 days, the plans and specifications shall be deemed disapproved.

Upon final disapproval by the ACC, the applicant may appeal the decision of the ACC to the South Hampton Board of Directors within 45 days of the ACC's written review and disapproval. Review by the Board shall take place no later than 45 days after receipt of the applicant's request for review. The Board shall make a final decision no later than 45 days after such meeting. In the event the Board fails to provide such written decision within 45 days after such meeting, such plans and specifications shall be deemed disapproved. If the Board fails to hold such a meeting within 45 days after receipt of the request for such meeting, then the plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board, shall be final and binding.

SITE IMPROVEMENT STANDARDS

NOTE: These Architectural Guidelines are supplemental Guidelines for the recorded Amended and Restated Declaration of Covenants Conditions and Restrictions for South Hampton Town Home Association, Inc. Additional requirements may be contained in the recorded documents. Applicants are encouraged to review the Covenants in addition to these Guidelines prior to submitting an Alteration Application.

A. Additions

1. Rain water from a new addition roof or new grade of house terrain must not run on neighboring property in a manner that creates a nuisance.

B. Air Conditioners

1. No air conditioners shall be mounted through a window, door or hung on a wall.
2. Replacement of air conditioner components shall be installed in their original location.

C. Antennae

1. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas or antenna towers are subject to the approval of the ACC.
2. The ACC requires that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes.
3. All satellite dishes must be no more than 37 inches in diameter.
4. All antennae and satellite dishes should be either ground mounted or mounted on the rear wall or sidewall of the house, below the roof line and no lower than 8 feet from the ground. Owners are discouraged from mounting satellite dishes on top of roofs since this is a maintenance responsibility of the Association. NOTE: Installation of a satellite dish on the roof may void builder's warranties and limit the Association's responsibilities for maintenance and repair. Owners may also be held responsible for any damages sustained by other Owners within in the building as a result of the installation.
5. Satellite dishes that are ground mounted shall be installed at no greater distance than 8 feet from the house and shall be located in a mulched bed at least 36 inches in diameter and preferably in a screened area located at the rear of the home.
6. All installations shall meet the minimum wind load requirements of the Southern Building Code (latest edition) concerning wind resistance and

other applicable requirements and must be professionally installed by a licensed contractor.

7. Owners shall not permit their antennae and satellite dishes to fall into disrepair or to become a safety hazard, and shall be responsible for their maintenance, repair and replacement, and the correction of any safety hazard.

8. If antennae or satellite dishes become detached, Owners shall remove or repair such detachment within seventy two hours of the detachment. If the detachment threatens safety, the Association may remove the antennae or satellite dish at the expense of the owner, without prior notice.

9. Any damage caused to a Home by the installation of such equipment by an adjacent Owner shall be repaired at the sole cost of the Owner installing such equipment.

D. Architectural Character

1. The architectural design of any and all alterations and renovations to the exterior of any existing house shall strictly conform to the design of the original house in style, detailing, materials and color.

2. All additions to homes shall be built within the building setback lines originally established for South Hampton or as modified by the Declarant regardless of any more lenient requirements of any local governmental agency.

3. All materials used in maintenance, repair, additions and alterations shall match those used by the Declarant or Builder as to color, composition, type, and method of attachment. The ACC may allow substitute materials if they deem these materials to be compatible with the theme of the community.

4. No additions, alterations or renovations shall be permitted if it is determined to have a material adverse impact on neighboring properties and/or the community.

5. When any additions, alterations or renovations are performed to an existing house, the established lot drainage shall not be altered. Any Owner or Occupant who changes the existing grading or drainage shall be liable for all costs and expenses of repairing such changes, or any costs, liabilities, damages or causes of action arising out of such changes.

E. Awnings

1. No awnings (metal, fabric, wood, plastic or other materials) shall be permitted.

F. Barbecues/Smokers/Grills/Fire pits

1. Barbecue grills and smokers may be located or permitted upon the patio of a house. They may not be located on a grassy area.
2. If not screened from view of the neighboring property by a fence or screen enclosure, they must remain covered when not in use.
3. Built-in barbecue units shall be located within the rear lanai area, and designed as an integral part of the house. Their location must be carefully planned to minimize smoke or odors affecting neighboring properties.
4. Outdoor wood burning is prohibited except in a fire pit kept on the patio. Non-wood burning fire pits may be used within the screened enclosure area of a house. The fire pit must have a wire screen mesh, be freestanding and kept in good working condition. Storage of firewood will not be permitted.
5. Caution is urged for all users of grills, smokers and fire pits. These items should be operated by adults or with adult supervision and used according to the instructions provided by the manufacturer.

G. Canopies

1. The installation of a canopy (fabric gazebo) will be allowed for parties only. It may be erected the day before the party and must be removed within twenty-four (24) hours after the party. An application must be submitted to the ACC prior to installation and the following criteria must be complied with:
 - a) Canopies may be installed only in the rear yard of a house or on the patio.
 - b) All safety installation instructions by the manufacturer of the product must be followed.
 - c) Dimensions may not exceed 8' x 10' x 10' (at peak height).
 - d) Canopy must be a solid neutral color such as white or tan. No bright colors or obvious stripes and patterns will be approved.
 - e) No other type of tent or canopy cover will be approved.

H. Car Covers

1. Car covers including tarps are not permitted.

I. Carriage Lights

1. Replacement carriage light sizes and locations must harmonize with the front elevation of the house. A picture with color and dimensions shall be attached to the Alteration Application. Lights shall be as close to the originally installed carriage lights as possible. If an exact match cannot

be obtained, an application must be submitted to the ACC and a picture of the proposed replacement must be included with the application.

J. Clotheslines

1. Clotheslines may be used on an enclosed patio or within a closed garage. They may not be visible from a street.
2. They shall be retractable, displayed only when in use, and used for the shortest possible time to accomplish drying of the clothes.

K. Dog Homes, Kennels and Runs, Invisible Fences

1. Outside dog homes, kennels, runs and invisible fences will not be permitted.
2. Pet owners are responsible for assuring that their pets do not run free. Pet owners are liable for any damage to persons or property caused by their pets.

L. Doors

1. Doors may be replaced with doors that are the same in style and composition as the original doors. Requests for replacement doors shall be submitted including pictures and color choices. Leaded glass or doors containing glass inserts or panes will not be approved.

M. Driveways and Entrances to Garage

1. All driveways and entrances to garages shall be concrete and of uniform quality.
2. No driveway expansion shall be permitted beyond the external side lines of the garage.
3. Painting, stamped designs, pavers and tiles on walkway and driveway surfaces are not permitted.

N. Elevations (change in Facade) including reconstruction

1. Changes in the outside appearance of the façade will not be permitted.
2. All reconstruction including decorative design features and roofs shall be of the same or substantially similar material, colors, etc. as the original construction of the house.

O. Elevations (change in Grade)

1. No owner shall excavate or extract earth (dirt) from a Lot for any business or commercial purpose.
2. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots.

P. Encroachment and Plantings on Common Grounds

1. No extension of the landscaping of home sites will be permitted on Association common grounds, including pond banks.
2. Residents shall not put trees, bushes, plantings, bird baths, lawn ornaments, planters, bird feeders, flower pots, picnic tables, furniture, fences, walks, hedge enclosures and other types of groupings on common grounds or Association property.

Q. Exterior Painting

1. Owners are permitted to touch up paint on the exterior of the home when necessitated by repairs. Paint colors are to be matched so that the colors are identical to the surrounding paint.
2. At the time that a building within the community is in need of exterior painting, Owners in the building will be given notice. A majority of all Owners of Homes within the building must collectively submit to the ACC a color plan and samples showing the color of all exterior surfaces.
3. The ACC shall have final approval of all exterior color plans. They shall determine whether the color plan and materials are consistent with the Homes in the surrounding areas and that they conform to the color scheme of the community.

R. Fences

1. One fence panel may be installed between interior units. The design to be used is referred to as "Hollingsworth". The height will not exceed six feet (6') and the length may not exceed eight feet (8').



S. Flags - Federal, State, Military

1. In accordance with Florida Statutes 720.304, any homeowner may display one portable, removable official flag not larger than 4 ½ feet by 6 feet, United States flag or one official flag of the State of Florida in a respectful manner, and one portable removable official flag not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard or a POW-MIA flag.
2. Flagpoles may be mounted to the house directly to the left or right of the front door or on the garage centered in the middle of the garage above the garage doors. Flagpoles attached to the house may not exceed 5 feet in length and may not obstruct pedestrian traffic.
3. When mounted on the house, flags must be flown on a pole in an outward fashion from the house. The American flag, state of Florida flag, Military Service or MIA flags which are no larger than 4½ feet by 6 feet, attached to the house in the above locations shall be permitted without ACC approval.

4. A free standing flag pole, not to exceed twenty feet (20') in height, may be installed in a location that does not interfere with the line of sight at an intersection, is not within an easement and does not present a hazard to drivers or pedestrians. The pole must be constructed of high pressure fiberglass or anodized aluminum and be bronze or black in color. Based upon South Hampton's geographic location, the flag pole must be able to withstand constant or steady wind speeds of 130 mph. An alteration application must be submitted to the ACC showing the location of the installation, color and material composition of the flag pole and the wind speed specifications for the pole chosen. The pole must be installed per the instructions provided with the pole and must be concreted into the ground.

5. The U. S. flag shall be flown in accordance with the requirements of the United States Flag Code. In no instance shall the flag be flown in violation of Section 720.304, Florida Statutes.

6. No other flag of any sort may be displayed along with the United States flag or in lieu thereof except for State of Florida, Military, and POW- MIA flags. They shall be no larger than the American flag nor shall they be flown above the American flag.

7. Flags shall be replaced if faded, tattered, or in poor condition

8. Flag poles and flag attachments will be kept in a clean and maintained condition.

T. Front Entryway

1. No front entryway shall be screened.

2. No front entryway shall be used for storage.

3. Wicker, wood, or wrought iron tables and chairs are permitted in the entryway but must be sized appropriately for the space. Plastic stackable furniture is not permitted.

U. Garage

1. No garage shall be enclosed or converted into a living area and must at all times be used as a garage for car storage or storage of Owners personal property.

2. No screening is allowed, temporarily or permanently, on garage door openings.

3. Garage doors shall remain closed when the garage is not in use.

4. Replacement of garage doors shall meet current County codes at the time of replacement. If there is more than one (1) garage door, all must be replaced at the same time. The new doors must match or coordinate with the style and color of the existing garage doors on the building.

V. Garbage and Trash - Screening of Containers and HVAC Equipment

1. All garbage cans and other garbage containers shall be kept inside the garage except on the day of collection. Hint: Placing one or two plain charcoal briquettes inside the garbage container after each pick up day will cut down on odors and assist in controlling insects.
2. Garbage cans shall not be placed outside for pick up earlier than 6 pm the night before and empty containers shall be removed from sight the same day as pick up. All food refuse shall be placed in a covered receptacle to avoid attack from animals. Placing plastic bags at curbside is not acceptable.
3. Please do not place garbage and re-cycling containers on a grassy or landscape area, keep containers on a concrete area in order to prevent damage to the grass and plants.
4. Trash may not be accumulated or stored on the exterior of the house.
5. Open burning of garbage and other refuse is not permitted.

W. Garden Hoses

1. Garden hoses must be stored out of sight from the street, common grounds or nearby neighbors.

X. Gas Tanks (Propane and/or Natural)

1. Preferable installation is to have gas tanks buried. Gas tanks installed above ground shall meet Hillsborough County building code requirements and shall be concealed by landscaping.
2. Owner shall install no less than four (4) plants to screen tank from view of the street and other properties. Plants shall be the same height when planted as those planted by the builder at the A/C unit. Plants shall be allowed to grow to the height of the gas tank, then properly trimmed and maintained at that height. Any dead plants shall be replaced immediately with the same type of plant of similar height.
3. Approval will be contingent upon the individual Lot. Not all Lots will accommodate the installation of a gas tank.

Y. Generators

1. Permanent or hard wired generators may be installed and mounted on a concrete pad outside of the house. These generators are normally hard wired to the house's electrical system and run off of propane.
2. The generator shall be installed in the rear of the house.
3. Generators shall be screened from view from the street with shrubs or other landscaping under the same guidelines as those for screening other equipment.

4. The generator may only be operated when there is a power outage or for the briefest possible time to test it as required by the manufacturer.
5. Portable generators shall be stored in the garage and only placed outside during periods of power outage. They shall be operated in accordance with manufacturer's directions and located as far as possible from all adjacent homes.
6. Approval will be contingent upon the individual Lot. Not all Lots will accommodate the installation of a generator.

Z. Gutters and Solar Collectors

1. All gutters must match the exterior building color, trim color or window frame color.
2. Gutter down spouts must not concentrate water flow onto neighboring properties.
3. Solar collectors must be flush mounted on the roof and located on the rear roof of the house and should not be installed so as to be visible from the street. No yard mounted solar collectors are allowed. Roof mounted solar equipment (excluding the solar panels) must match the roof color.

Note: Roof mounted solar collectors and equipment may void that portion of the roof warranty where the panels are installed and may limit the Association's responsibilities for maintenance and repair. Owners may also be held responsible for any damages sustained by other Owners within the building as a result of the installation.

AA. Holiday Decorations

1. Holiday displays in the front entryway and on the front door, along with traditional holiday lighting do not require approval from the ACC.
2. Holiday lights and decorations shall not create a nuisance to the adjacent residents or the community.
3. Holiday lights to celebrate Christmas, or similar holiday, may be installed commencing on Thanksgiving and shall be removed not later than January 15th of the following year. Brackets, clips and other holders for holiday lights that are installed on a house must be removed at the time that the lights are removed.
4. No more than 1 individual inflatable display item is permitted for any holiday.
5. Any holiday displays other than those defined here will require the approval of the ACC.

[Please refer to chart on next page.]

Holiday	Installation (no earlier than)	Removal (no later than)
Valentine's Day	15 days prior	5 days after
St. Patrick's Day	15 days prior	5 days after
Easter	15 days prior	5 days after
Memorial Day	15 days prior	5 days after
Independence Day	15 days prior	5 days after
Halloween	15 days prior	5 days after
Veteran's Day	15 days prior	5 days after
Thanksgiving Day	15 days prior	5 days after
Hanukkah	15 days prior	15 days after
Christmas	Thanksgiving Day	15 days after

BB. House Numbers

1. To aid emergency personnel, delivery people and to conform to Hillsborough County ordinances, each house shall have a readily visible number permanently attached to the front of the house.
2. The numbers shall be located over the garage door in a location clearly visible from the street.
3. Periodically you may receive solicitations to paint your house numbers on the concrete curbing of the street. The literature is formatted in a manner to make it appear that the contractor has permission to do this work and is performing a valuable service. Please be advised that the Association did not and will not hire a contractor to perform these services.

CC. Irrigation

1. Irrigation system for all Homes will be the responsibility of the Association and will be used in accordance with SWFWMD and Hillsborough County guidelines.
2. Irrigation systems have not been installed in rear yards in compliance with Hillsborough County ordinance; however, there are drip lines installed in all rear and side planter beds.

DD. Landscaping

1. The addition or removal of any landscaping is a landscape change and requires the approval of the ACC. Owners are responsible for any changes that are made to the original landscape design installed by the builder.
 - a) Owners are responsible to comply with these Guidelines and all applicable Hillsborough County Ordinances.
 - b) Association maintenance responsibilities of the lawn and landscaping shall mean upkeep, maintenance and preservation of that which was initially installed by the builder.

c) Any Owner who wishes to modify and change the landscaping installed by the builder must first obtain approval from the ACC.

d) Any changes and additions of landscaping materials and/or plant beds will be the responsibility of the Owner to maintain and must be maintained to the published community standards.

2. In General

a) Certain areas have been designated as open space, wetland or preserve within the Declaration and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration. No Owner or Occupant may mow, trim, remove vegetation, fertilize, apply chemicals to, maintain, alter or modify any area not owned by the Owner, including areas set aside as open space, wetland or preserve.

b) Proposed changes to landscaping require detailed plans indicating any removal and relocation of trees, additional planting of trees and shrubs. Quantity, approximate size and types of plants shall be identified. The landscaping plan must detail the location of beds and planting materials to be used. Be sure that plantings are not in area of underground wiring, cables or irrigation pipes. Any required changes to the irrigation system will be at the homeowner's expense. Call Diggers hotline at 1-800-432-4770.

c) The home builder will be installing on each residential lot a landscape package. This landscape package may not be altered, removed or otherwise destroyed. If original plantings die, they shall be replaced by the Association in substantially the same form and size.

d) Plantings must conform to current County requirements. No Owner or Occupant shall plant annuals, shrubs or trees that are considered invasive or prohibited to be planted in this County or State.

e) Some general recommendations for effective landscaping include:

(1) Minimize the number of different plants used;

(2) make mass groupings of the same plant – avoid the variegated look of alternating plant types;

(3) Consider the ultimate size of each plant; its mature scale, cold hardiness;

(4) Plan for efficient watering by grouping plants with similar water requirements together; and

(5) Plan for proper Maintenance

f) Shrubs shall not be planted any closer than 5 feet from any property line unless approved by the ACC.

g) Shrubs that restrict sight lines for vehicular traffic shall be trimmed back or removed.

h) Landscape architectural features may include such items as planters, yard lights, etc. as an integral part of a landscape design. Drawings must be provided which clearly show the location, size and materials planned for these features. In addition a photograph of the house and the relationship of the feature to the existing or proposed landscape must accompany the submittal. Landscape architectural features will be located only in the planting beds originally installed by the builder.

i) With the exception of dead plants that were planted by the Owner, no landscaping shall be removed without the prior written approval of the ACC.

j) No changes in landscaping shall alter the approved drainage plans for the Owner's lot or any adjoining property.

k) Minimum Quality and Grade: All plant materials shall equal or exceed the standards for Florida No. 1 grade as given in "Grades and Standards for Nursery Plants", Parts I and II, State of Florida, Department of Agriculture current edition and any amendments thereto.

l) All plant materials shall also be true to name, size, genus, species and variety as established by the American Joint Committee on Horticultural Nomenclature publication Standard Plant Names and as per the recommendations and requirements of ANSIZ60.1, American Standard for Nursery Stock.

m) Originally installed landscape beds shall not be altered as to width, curvature and the like. Originally installed trees and plant materials may not be replaced without approval.

3. Edging or Landscape Borders

a) Poured concrete curbing and concrete edging blocks will not be approved. Wire, decorative plastic, resin and wood borders will not be approved.

b) Black or green plastic landscape edging (standard roll edging) may be installed as long as the landscape plants cover 90% of the edging.

c) Edging will be allowed around mulched areas along the perimeter of the house only.

d) Edging shall not be installed around individual trees, lampposts, along driveways, side or rear property lines.

e) No railroad ties will be permitted.

4. Islands & Planter Beds

a) Addition of landscaped islands and planter beds may be approved for rear yards only and may not be located in an area that will interfere with the services provided by the landscape maintenance contractor.

5. Landscape Lighting/Flood Lights

a) Landscape lighting, solar or wired, may only be installed in landscaping beds and along the walk from the front door to the driveway. It may not be installed along the sides of the driveway, adjacent to the sidewalk or between the sidewalk and the street. Individual lights shall be black, white, or natural metal in color (silver, gold, bronze, copper).

b) Lights shall not be spaced closer than 30 inches on center.

c) Post mounted lights shall not exceed 12 inches in height, hanger mounted lights shall not exceed 24 inches in height from the top of the light fixture to ground level. Lights may not interfere with lawn maintenance.

d) Lighting shall be low level and recessed to shield the source of the light. Low voltage fixtures shall be located and aimed carefully. Tree mounted lights are not allowed.

e) Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.

f) Lights may not shine onto other properties or onto the sidewalk or street.

g) Rope lighting is only permitted for holiday use.

h) Following are examples of low level landscape lighting that may be approved.



6. Minimum Size Requirements – Plants and Trees

- a) Shrubs for border landscaping 3 gallon minimum
- b) Shrubs and Perennials 1 gallon minimum

7. Mulch, Rocks, Stones

- a) Pinebark is the only approved mulch for landscape beds.

- b) No decorative rock shall be permitted as ground cover except as installed by the Association.

- c) Stones, rocks and boulders shall not be used as bed-edging material and are not permitted on turf areas.

- d) Rocks and boulders may not be used as decoration in a landscape bed.

- e) Each shrub or vine shall have a mulch bed that has a minimum radius of twelve inches measured from the foliage of the plants.

- f) Shrubs or groundcover planted in mass shall have a continuous mulch bed. All mulch installation shall be a minimum of three inches in depth.

8. Plant Material – Acceptable

- a) Individual plantings of annuals which are seasonal in nature, planted within the original planting bed(s) installed by the builder and do not exceed thirty-six (36") in height, do not require the approval of the ACC. However, plans for all other modifications to any existing landscaping beds or additional landscape beds must be submitted to and approved by the ACC.

- b) Plant materials should be selected and grouped to reflect ultimate growth, maintenance requirements, texture and structural contrast and seasonal color.

- c) Plants shall be grouped together in drifts or masses whenever possible rather than being spaced equally around the property.

- d) Plants must be able to stand up to the rigors of the Florida climate. Tender plants such as Ixora, Croton, Hibiscus, Acalapha, etc., will be allowed as accent plants only, not as base plantings.

- e) Some plants are toxic to children and pets. You should research these issues carefully before selecting plant materials.

- f) **Shrubs** – the following are some of the shrubs that are normally used in the South Hampton area:
 - (1) Azaleas Rhododendron spp.
 - (2) Buford Holly Ilex Opaca

(3) Camellia	Camellia spp
(4) Firecracker Plant	Russelia quisetiformus
(5) Florida Anise	Illicium floridana
(6) Gardenias	Gardenia spp.
(7) Golden Dewdrop	Duranta repens
(8) Hibiscus	Hibiscus rosa sinensis
(9) Indian Hawthorne	Rhaphiolepis indica
(10) Jasmines	Jasminum spp
(11) Lorapetalum	Lorapetalum chinense
(12) Oleander	Nerium oleander
(13) Philodendron Dwarf	Philodendron xanadu
(14) Plumbago	Plumbago capensis
(15) Podocarpus (Yew)	Podocarpus macrophylla
(16) Schefflera Dwarf	Shefflera arbuticola
(17) Schilling Holly	Ilex vomitoria 'schillings'
(18) Silverthorn	Eleangus pungens
(19) Texas Sage	Leucophyllum frutescens
(20) Viburnum	Viburnum suspensum spp
(21) Wax Leaf Privet	Ligustrum japonicum
(22) Yaupon Holly	Ilex vomitoria spp

g) **Ground Covers, Bulbs, Tropicals, etc.**

(1) African Iris	Moraea iridioides
(2) Cast Iron Plant	Aspidistra elatior
(3) Confederate jasmine	Trachel.jasminoides spp.
(4) Coontie Palm	Zamia inegrifolia
(5) Daylily	Hemerocallis spp.
(6) Holly Fern	Cyrtomium falcatum
(7) Juniper	Juniperus spp.
(8) Lily of the Nile	Agapanthus africanus
(9) Lily Turf/Liriopr	Liriope musicari spp.
(10) Mondo Grass	Ophiopogon japonicus spp.
(11) Oyster Plant	Rhoeo spathacea 'nana' Dwf
(12) Peace Lily	Spathiphyllum spp
(13) Purslane	Portulaca
(14) Spider Lily	Hymenocallis spp.

h) **Ornamental Grasses**

(1) Fakahatchee Grass	Tripsacum actiloides
(2) Florida Gamma Grass	Tripsacum floridana
(3) Fountain Grass	Pennisetum spp.
(4) Muhley Grass	Muhlenbergia capiensis
(5) Sand Cordgrass	Spartini bakeri

9. **Plant Material – Unacceptable**

a) Certain plant species shall not be permitted at South Hampton because of their nuisance characteristics, exotic origin, pest

problems, or high maintenance concerns. The following shrubs, groundcovers, etc. are prohibited for use in the landscape:

(1) Air plant	Catopsos berteroniana
(2) Air Potato	Dioscorea bulbifera
(3) Angel's Trumpet	Datura spp.
(4) Barberry	Barberis spp.
(5) Bromeliads	Aecmea spp.
(6) Cactus	Cereus spp.
(7) Cattail	Typha latifolia
(8) Century Plant	Agave Americana
(9) Coral Vine	Antigonon leptopus
(10) Euphorbia/spurge	Euphorbia spp.
(11) Firethorn	Pyrocantha coccinea
(12) Glorybower	Clerodendrum
(13) Kudzu	Pueraria lobata
(14) Pampas Grass	Cortaderia selloana
(15) Potato vine	Ipomoea spp.
(16) Psychic Nut	Jatropha curcas
(17) Vitex	Vitex spp.
(18) Yucca	Yucca spp.

b) Homeowners should exercise care and not plant any plants, vines, etc. that are known to be invasive or non-friendly to this area. For further information, please check out:

<http://plants.ifas.ufl.edu/education/district4.html>

10. Ponds and Waterfalls

a) A plot plan (lot survey) showing the location of the pond and/or waterfall must be submitted with the application. If the pond is being constructed from a kit, a picture would be helpful.

b) Design of these features should discourage creation of stagnant pools of water.

c) Ponds and waterfalls shall be located in a back yard and situated in a manner that does not permit sounds from the pond, waterfall or its equipment to be heard by neighbors.

11. Trellises, Lattice and Arches

a) No more than one trellis will be permitted and will not be allowed to be placed on the front façade of the house.

b) Trellises for supporting plants shall be placed within the roof overhang on the side or rear of the house.

c) Trellises must be constructed of weatherproof material, such as PVC and will be kept in good repair.

d) Free-standing trellises are prohibited.

- e) Attaching trellises to the house may void applicable warranties from the home builder. Homeowners are advised and encouraged to consult with the builder before attaching anything to the house walls, fascia, roof, etc.
- f) Trellises must remain plumb, level and structurally sound.
- g) Arches, pergolas and similar structures are prohibited.

12. Vegetable and Herb Gardens, Compost Bins

- a) Herbs may be grown in the rear yard of the Home, out of view from the public streets and common areas. Vegetable gardens are not allowed.
- b) Gardens shall be maintained regularly to prevent excessive weed growth.
- c) Gardens shall be properly maintained during the growing season and thereafter, all dead plants shall be removed.
- d) Composting is not permitted.

JJ. Lawn Furnishings

1. Lawn furniture shall be located in the rear of the house on a concrete patio or within a screen enclosure and not visible from the street in front of the house. Lawn furniture is not permitted on a grassy area.
2. For safety reasons all lawn furniture shall be removed from an open patio when residence is unoccupied for a period of 7 days or more unless prior arrangements have been made with a neighbor.
3. All lawn furniture located on an open patio shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.

KK. Lighting

1. All exterior lighting shall be consistent with the character established in South Hampton and be limited to the minimum necessary for safety, identification, and decoration.
2. Owners may not install security spotlights or flood lights unless activated by a motion sensor.
3. No spot lights, flood lights, or other high intensity lighting will be placed or utilized upon any house so that the light is directed or reflected on neighboring property.
4. Bollard light fixtures are not permitted.
5. Enclosures of light fixtures shall be designed to conceal the lamp bulb. Light bulbs may not exceed the manufacturer's recommendation for bulb wattage.

6. Fixtures may be incandescent, metal halide, mercury vapor, or high pressure sodium lamps. Colored lamps are not allowed.
7. No lighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.
8. Post mount light fixtures shall be permitted in the rear of the house and not visible from the street in front of the house.
9. Rope lighting is only permitted for holiday use.

LL. Ornaments

1. Ornaments or decorative embellishments include those on lawns, landscape beds, entryways and those mounted on the house that are visible from the street or common area.
2. Ornaments shall not exceed thirty (36) inches in any dimension.
3. Ornaments of a solid color shall be white, dark green, brown, natural concrete or stone color. If made of metal, they may be the natural color of that metal.
4. Painted or glazed ornaments shall be as close as possible to the natural color(s) of the subject that they are depicting.
5. A maximum 6 ornaments and 6 potted plants are permitted as follows:
 - a) No more than 3 ornaments and 3 potted plants in front of the house.
 - b) No more than 3 ornaments and 3 potted plants in the rear of the house.
6. Lawn ornaments include, but are not limited to:
 - a) bird baths
 - b) bird feeders
 - c) bird or squirrel houses
 - d) decorative flags (including holiday, sports, etc.)
 - e) fountains
 - f) patriotic display items (yellow ribbons, decals, etc)
 - g) personal items other than furniture are considered lawn ornaments
 - h) plants on hooks
 - i) plaques
 - j) potted plants
 - k) statues
 - l) stepping stones within a landscape bed
 - m) sun dials
 - n) tiki torch (each counts as one lawn ornament)

7. For safety reasons all lawn ornaments shall be removed when residence is unoccupied for a period of 7 days or more unless prior arrangements have been made with a neighbor.
8. All lawn ornaments shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher.
9. No ornaments shall be hung from trees.
10. Bird feeders shall be mounted 5 feet above ground level.
11. Bird and squirrel homes shall not be mounted to exceed the roof eave in height. Multiple bird dwellings, i.e. bird coops are not allowed.
12. Ornaments shall not be placed down driveway perimeters, on street catch basins or on utility boxes.
13. Decorative buckets to catch air conditioner water are permitted as long as they are aesthetically pleasing (plastic paint buckets and the like shall not be used).
14. One American flag, one POW and one Military flag and door wreaths (one per door) are not counted as ornaments.
15. Flower pots containing dead plants and empty flower pots shall be removed from public view immediately.
16. Artificial plants/trees or flower arrangements are allowed on screened lanais only.
17. Ornaments and flower pots displayed in sets of two or more will be counted individually. For example, a ceramic duck with two (2) ducklings is three (3) ornaments.

MM. Outbuildings, Sheds and Storage Containers

1. Sheds, storage containers, car canopies, and the like are not permitted.

NN. Patios

1. All patios shall be in the rear yard of the Lot and not visible from the street in front of the house. Some Lots may not be conducive to installation of a patio.
2. All patios shall be solid poured concrete and shall not exceed eight feet (8') in depth and ten feet (10') in width. Tiles in an earth tone color to complement the color palette of the house may be installed on the concrete.
3. The size of patios shall be determined by the available space per Lot. In no case shall they exceed eight feet (8') in depth or ten feet (10') in

width. Lots with a retaining wall may not install a patio closer than four feet (4') to the retaining wall.

4. Construction of patios shall not adversely affect any designed and approved drainage pattern for this or any other Lot.

5. Owner is responsible for obtaining all necessary permits and for the behavior of the contractor and his representatives while working within South Hampton.

6. Owner shall obtain written agreement from neighbors and Association if contractors and materials must pass over property owned by neighbors or Association. Any damages that are a result of construction to property owned by others and property owned and/or maintained by the Association must be repaired at the Owner's expense.

7. Owner will notify the Association one week prior to start of construction so that the Association's landscape maintenance contractor can move and/or cap irrigation lines that will be affected by the construction project. Once the project is completed, Owner will notify the Association so that the irrigation system can be reconfigured for optimal irrigation. Owner will be responsible for all charges to the Association for this additional service.

8. Owner will be responsible for contacting HomeTeam Pest Defense at (813) 886 - 4700 to have Sentricon stations relocated. This will be at the expense of the Owner.

9. Owner is responsible for replacing and/or reinstalling any plants and/or turf damaged by the construction. If Owner desires for the Association to provide this service, the request must be made at the time of requesting the irrigation system shut off. Owner will be responsible for all charges to the Association for the additional service and the cost of replacement plant materials and sod.

10. Owner is responsible for having all utility lines located and flagged prior to construction and will take the appropriate actions to have utilities restored should a line be damaged.

OO. Play Structures, Recreational Equipment and Toys

1. No exterior play and recreational equipment, including swing sets, jungle gyms, soccer goals, trampolines, basketball equipment (portable or in-ground) or the like may be installed upon any Lot.

2. Tree houses and skateboard ramps are not permitted.

3. All children's toys must be located on patios or inside screen enclosures and must be removed from public view when not in use. Under no circumstance can they remain on grassy areas.

PP. Rain Barrels

1. Rain barrels designed for the purpose of capturing rain from the gutters systems may be used on the rear of the house. Screening may be required.
2. Barrels shall be placed within a landscape bed and screened from public view.
3. Barrels may not exceed three (3) feet in height and shall be earth tones in color.

QQ. Reflectors

1. Reflectors are not allowed.

RR. Roofs

1. No changes will be permitted on any roof.
2. In the event that heat and/or plumbing vents need to be replaced or additional ones installed, the Owner will be responsible for the installation. Such installation must be done by a professional installer and must be installed per Hillsborough County building codes.
3. Such vents and roof edge flashing shall be painted the same color as the roof.
4. A sample of the material to be used, including the color of the material must be submitted with the application.
5. At the time a building is scheduled for roof replacement, an application and samples shall be submitted for approval to the ACC indicating color and materials to be used.

NOTE: Installation of new vents or maintenance of existing vents may void the Builder's Warranty and limit maintenance obligations of the Association. Owners may also be held responsible for any damages sustained by other Owners within the building as a result of the installation.

SS. Roof Extensions/Covering

1. No roof extensions (carport or overhang) for a car, boat, equipment or any other purpose will be permitted.

TT. Screen and Storm Doors

Screen doors, security doors and storm doors will not be approved.

UU. Screen Enclosures

1. For newly installed patios, the concrete slab can be no more than eight feet deep by ten feet wide (8' X 10') - size will be determined by the location of the home – slab cannot be higher than six inches (6") above grade level at any point and cannot extend beyond the privacy fence that

may be located between units. If built on a lot with a retaining wall, the slab cannot be closer than four feet (4') from the retaining wall.

2. Frame of the screen enclosure must be white anodized aluminum.
3. Screens will be charcoal in color and may not be opaque or have decorative elements
4. Installation will meet all county and state building codes for homes within "C" Wind Exposure Zones and be designed and built to withstand 130 mile per hour winds
5. All support cables, screws and fasteners shall be of a non-corrosive material such as stainless steel
6. White structural gutters may be installed but where necessary, must be adjusted to tie into existing home gutters – runoff must be directed in a manner that will not negatively affect neighboring property or common property



Example of gutter tie-in

7. Frame shall have a half mansard roof and may not extend beyond the first floor of the home in height. The flat roof will begin at an approximate height of 9.5 feet and the dormer portion of the roof will have an approximate 2 foot slope, making the shortest wall of the enclosure approximately 7.5 feet high.



Example of approved design showing support cables

8. Kick plates will not be allowed on the enclosure walls however a small kick plate no higher than eight inches (8") will be allowed on door
9. Doors will be installed on the back wall of the enclosure and off-set to the side opposite the air conditioning unit for all interior units. End units will have the door installed on the side by the building wall.

10. For end units where the lanai has not been screened by the builder, screen panels will be installed. Doors may not be installed in this area. All materials will match the screen enclosure.

11. To protect the screen from damage from routine landscape maintenance, a twelve inch (12") mulch border that matches the mulch used in the landscaping beds will be installed around the outside of the finished screen enclosure on end unit walls. Interior units will be required to mulch between the side wall of the screen enclosure and the fence on either side of their unit. Owner may plant annuals or perennials in this area but will be responsible for maintenance of any plants. Plants other than annuals will require approval of the Architectural Control Committee. There will be a four inch (4") inset of the back wall to provide a buffer from landscape maintenance equipment.

12. Owner is responsible for cleaning and maintaining the screen patio enclosure. Upon notice from the Community Manager that maintenance is needed, the Owner must comply within two (2) weeks.

13. The screen enclosure area may NOT be used for storage purposes.

15. Owner is responsible for obtaining all necessary permits and for the behavior of the contractor and his representatives while working within South Hampton.

16. Owner will notify the Association one week prior to start of construction so that the Association's landscape maintenance contractor can move and/or cap irrigation lines that will be affected by the construction project. Once the project is completed, Owner will notify the Association so that the irrigation system can be reconfigured for optimal irrigation. Owner will be responsible for all charges to the Association for this additional service.

17. Owner will be responsible for contacting HomeTeam Pest Defense at (813) 886 - 4700 to have Sentricon stations relocated. This will be at the expense of the Owner.

18. Owner is responsible for replacing and/or reinstalling any plants and/or turf damaged by the construction. If Owner desires for the Association to provide this service, the request must be made at the time of requesting the irrigation system shut off. Owner will be responsible for all charges to the Association for the additional service and the cost of replacement plant materials and sod.

19. Owner is responsible for having all utility lines located and flagged prior to construction and will take the appropriate actions to have utilities restored should a line be damaged.

NOTE: The Association has no responsibility for maintaining this addition to your home, or for pressure washing and painting the area of the home located within the screen enclosure.

VV. Signs

1. One "For Sale" or "For Rent" sign is permitted.
2. The sign may be displayed in the front yard only. It can be printed on both sides. Sign background is hunter green. Logo designs and lettering are white. No tags or tubes may be attached to the sign and sign post.
3. The sign will be mounted on a black welded metal frame. The approximate size of the sign and frame is 24" H x 18" W with a 48" overall Height.



4. The signs will be in conformity with these community standards and in new condition. Signs may be obtained through Creative Mailbox & Sign Designs (813) 818 – 7100. Alternate vendors may be used providing that the specifications are substantially followed.
5. "Protected by alarm" signs, "No Trespassing", "Beware of Dog" type signs are authorized in landscaping near the front and rear door. Signs shall not exceed 6 inches by 6 inches and must have approval of the ACC.
6. No other signs are permitted, including contractor signs for patio additions and the like. A "permit board" displaying a building permit from the applicable governmental agency is allowed if that agency requires it to be posted conspicuously.

WW. Skylights

Skylights will not be approved.

XX. Storm/Hurricane Shutters

1. Permanently installed shutters may be accordion or roll-up style and must be approved by the ACC.
2. Temporary shutters include lexan panels or similar, aluminum panels and fabric panels. While not advised, if using plywood panels they should be marine grade and $\frac{3}{4}$ " thick.
3. Shutters may be closed or installed upon announcement of a Hurricane Watch in Hillsborough County and must be removed no later

than two weeks after the watch/warning is lifted. Should the panels not be removed, the Association is granted an easement to the property to remove the panels and the cost of labor shall be charged to the Owner. The Association is not responsible for any damages caused by the removal or for the costs of storage of the panels.

4. In the event of an actual storm event causing substantial damage to the house, homeowner may request in writing, for an extension to this time period if the repairs and restoration of the house require that the panels remain attached for a longer period of time.

5. Shutters may not be closed or installed at any time other than a storm event as described above.

6. Under no circumstances may storm shutters or protective panels be used as a routine security measure.

YY. Swimming Pools, Spas and Jacuzzis

Swimming pools, spas and Jacuzzis will not be permitted.

ZZ. Water Softeners

1. Approval of the ACC is required. Installation may require a permit from Hillsborough County. Please check with the County Building Department.

2. Discharge from water softeners shall be routed to an open air sanitary waste line or it may dump into a laundry tub or sewer line with a "P" trap. It shall not drain to the outside open areas.

3. Water softeners shall be screened from view from the street with shrubs or other landscaping.

AAA. Windows - Replacement, Tinting and Treatments

1. Originally installed windows may be replaced with windows of similar style. Replacement window frames shall match existing window frames.

2. Owners may request to install energy conservation films on windows. Window tinting film applied to the interior of the windows shall be gray in color with no more than 21% solar reflectance and no less than 30% light transmittance.

3. The degree of darkness allowed for non-reflective tinting shall remain with the ACC on a case by case basis. All tinting requests must be accompanied by a brochure or manufacturer's description. All requests must include a sample of the material to be used. This sample will remain with the application and will not be returned.

4. No silver, gold or bronze reflective colors are allowed. No reflective tinting or mirror finishes (to include aluminum foil) will be permitted.

5. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering. Any window treatments visible to a

street shall be white, off-white or other neutral color (i.e. interior shutters in a wood tone).

6. Sheets or other temporary window covering may be used for periods not exceeding 1 week after an Owner or tenant first moves into a house or when permanent window treatments are being cleaned or repaired, but in no case may they be in place for longer than one (1) week.



Policies & Procedures
for
South Hampton Town
Home Association

POLICY AND PROCEDURES

Introduction to Policy Adoption

In the interest of promoting responsible governance and providing homeowners with information on how their Association is operated, following is the procedure by which matters of policy consideration are pursued and indicates how and when Members may become involved in the policy-making process.

The Association is administered by its Board of Directors, which is both empowered and responsible for establishing policies and standards for the Association that contribute to efficient governance. The individuals elected to serve on the Board have a fiduciary responsibility to make decisions that, in their opinion, serves the best interest of the community and supports the purposes of the Association, as defined in the Declaration.

Members have certain voting rights after turnover from developer control such as electing directors to the board or voting them off the board; and voting on amendments to the Governing Documents. Beyond that, the powers of the Association are given to the Board of Directors. Given that structure, it is more easily understood why the policy-making process is primarily handled within the Board and not as a community-wide process.

Some policies are required by State statute while other policies come about as a result of a need for process, consistency, broadened application of the Governing Documents, or remedy of a situation that is or may negatively impact the community.

Operational Policies and Procedures

Matters of day-to-day administration are generally tasked to the Management Company. Certain procedures are discussed by the Board and adopted into a Policy Resolution as a means of giving Management the direction and authority to act on the Board's guidance as "standard operating procedure." Matters that are procedural and relate directly to the services of Management include (but are not limited to):

1. Collection of unpaid assessments;
2. Enforcement of covenants;
3. Inspection and copying of Association records by unit owners;
4. Financial management, including investment of reserve funds
5. Volunteer Code of Ethics
6. Conduct of Meetings
7. Adoption and amendment of policies, procedures and rules.

These procedural policies are established by completing a thorough review of the Association's Governing Documents and then adding, as determined appropriate by the Board of Directors, any additional steps to more clearly define the process, as many times the Governing Documents are written in generalities, lacking specific details that would make a process complete.

Operational policies are typically drafted with direction received from the Management Company, based on their experience and expertise. Prior to the policy being finalized, it is reviewed by the Association's legal counsel to ensure that it complies with the governing documents and other governing authorities.

Operational policies may be amended as deemed necessary and/or appropriate by a majority vote of the Board of Directors.

Community Standards

Rules for the community, referred to as the "Community Standards," may be proposed by:

1. Recommendation by a Member;
2. Recommendation by a committee;
3. Recommendation by a board member or collectively by the board; or
4. Recommendation by management.

When a recommendation for a policy which establishes (or amends) a community standard is received, the Board of Directors shall discuss the merits of the proposed standard(s) at its regular board meeting, which is held in open session. The Board typically will not solicit input from the Members prior to voting on a matter such as this; however the Board may opt to obtain feedback from some or all of the Members prior to making a final decision.

Once a new standard (or amended standard) has been approved by the Board, it is documented for distribution to the membership. Such distribution may be done by electronic notice, written notice distributed by U.S. Mail, community newsletter, website, or new resident welcome packet.

A member has the right to voice their disapproval of a policy and/or standard (hereafter referred to collectively as "policy") adopted by the Board. The member must request, at least one week prior to the meeting, to be placed on the meeting agenda. At the meeting, the Board will hear the Member's opinion. (The Board may limit the amount of time that the Member is given to present their issue.) Upon consideration of the information presented, the Board will make a decision as to whether the policy should be revised or rescinded.

Policies that have been adopted by the Board as of this edition of the Community Standards are included in the pages that follow.



ARCHITECTURAL CONTROL COMMITTEE FEES

- Section 17.8.1 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for South Hampton ("Declaration") provides that the Architectural Control Committee has the right to establish fees for modification applications to the exterior of homes and lots,

- In the event that the Architectural Control Committee requires the advice of a professional consultant in order to render an opinion on the modification request submitted by the applicant, all costs associated with the review of the modification request will be invoiced to the applicant,
- An application fee of \$50 will be charged to each applicant requesting a modification to the exterior of the applicants' house or Lot. The application fee will be waived to all applicants who submit the application for approval to the Architectural Control Committee and receive such approval in writing from the Architectural Control Committee prior to undertaking the modification.
- The application fee will be invoiced to all applicants who submit an Alteration Application after such project has been done upon the exterior of the house or Lot prior to receiving the required approval from the Architectural Control Committee. Such fees will be payable to the Association within thirty days of notification and will be collected in accordance with the Declaration of Covenants Conditions and Restrictions.



ASSESSMENT COLLECTION POLICY

- **Due Dates.** The annual assessment as determined by the Association and allowed for in the Declaration, Articles of Incorporation and Bylaws ("the Documents") shall be due and payable in one or more installments, due on the first day of each year, quarter or month as approved by the Board of Directors. Assessments or other charges not paid to the Association by the thirtieth (30th) day of the month in which they are due are subject to late charges, interest and collection costs.
- **Coupons.** The management company will issue payment coupon books at the beginning of each assessment year. The number of coupons in each book will represent the number of payments (installments) that will be due for that assessment year. Owners are required to submit a payment coupon along with their assessment check. All payments processed without a payment coupon can be delayed up to and exceeding ten days from the date of receipt by the management company. If Owner fails to receive payment coupons at the beginning of each year or at the time of closing, said Owner shall contact the management company to request payment coupons or send payment directly to the managing agent's office in a timely manner.
- **Late Charges Imposed on Delinquent Assessments or Installments.** Any Assessment not paid by the thirtieth (30th) day of the month in which it was due is subject to a late charge. The Association shall impose a \$25.00 late charge on the outstanding or past due balance. The late charge shall be the personal obligation of the Owner(s) of the Lot for which such assessment is unpaid. Late charges are charged on assessment installments and not on any other costs. All late charges shall be due and payable immediately, without notice.

- **Interest Imposed on Delinquent Assessments or Installments.** Any Assessment not paid by the thirtieth (30th) day of the month in which it was due is subject to an interest charge. The Association shall impose 18% interest, per annum on the outstanding or past due balance. Interest is added monthly at the rate of 1½% on any unpaid assessment amount. Interest is not added to late charges, collection costs, legal fees or any other type of charges except assessments. The interest shall be the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid.
- **Collection Costs.** All costs and charges incurred by the Association shall become the personal obligation of the Owner(s) of the Lot for which such assessment or installment is unpaid. All late charges shall be due and payable immediately, without notice. This includes all letters required to be sent by Certified Mail which will be charged at a cost of \$10.00 per letter.
- **Return Check Charges.** In addition to any and all charges imposed under the Documents, the Rules and Regulations of the Association, or this Resolution, the following applies to returned checks or other instruments irrespective of the reason for return:
 - a. A returned check charge, currently twenty five dollars (\$25.00), shall be assessed for any returned check irrespective of the reason for return. This charge is in addition to the late fee.
 - b. Such return check charge along with the value of the dishonored check or other instruments shall be payable immediately, upon demand.
 - c. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law.
 - d. If two (2) or more checks or other instruments are returned unpaid by the bank within any fiscal year, the Association may require that all of the Owner's payments for a period of one (1) year, be made by certified check or money order.
 - e. If after this one (1) year period, any checks or other instruments are returned unpaid by the bank, the Association may require that all of the Owner's future payments be made by certified check or money order.
- **Collection from Tenants.** (Declaration Section 15.23) In the instance where an Owner is delinquent in payment of assessments and there is a tenant residing in the Home, the Association may demand from the tenant payment to the Association of all future assessments. As long as the owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the account of the Owner.
- **Attorney Fees on Delinquent Accounts.** As an additional expense permitted under the Documents, the Association shall be entitled to recover its reasonable attorney's fees and collection costs incurred in the collection of any assessments or other charges due the Association from a delinquent owner. The reasonable attorney's fees and other collection costs incurred by the Association shall be due and payable immediately when incurred, upon demand. These charges may be considered a Specific Assessment.
- **Application of Payments Made to the Association.** Payments received from an owner will be credited in the following order of priority:

- a. Interest, then to late fees, then to court costs and other costs of collection
 - b. Legal fees
 - c. All other charges incurred by the Association as a result of any violation of an owner, his/her family, employees, agents, licensees, of the Documents, Rules and Regulations or Resolutions
 - d. General and/or Special Assessments for a Lot. Payments shall be applied to the oldest month owed.
- **Member in Good Standing Status.** Any amounts owing for more than thirty (30) days, including late charges, collection costs, fines, and assessments shall result in the Member losing Good Standing Status. The Association may refuse to approve any Architectural Alteration Applications.
 - **Acceleration of Assessments.** Payments not made in a timely manner may be accelerated by the Board of Directors making the entire balance of the remaining assessments, up to twelve (12) months, due and payable within 15 days after the notice to Owner is mailed.
 - **Collection Letters.**
 - a. After any Assessment or other charge due the Association becomes ten (10) days past due, the Association may cause, but shall not be required to send, a "late notice" to the owner who is delinquent in payment.
 - b. If payment becomes thirty (30) days past due, the Association shall send a notice allowing the owner forty-five (45) days to make payment of all amounts due, including interest, late charges, attorney fees and any other costs associated with the preparation of the notice. The notice must be sent by registered or certified mail, return receipt requested, and by first class mail to the owner at their last address as reflected on the Association's roster, if the address is a United States address. If the address on the roster is different than the parcel address, then the notice must also be sent to the parcel address. If the address on the roster is not a United States address, then the notice will be sent to the out of country address and the parcel address by U.S. mail. Homeowners will be charged \$10.00 for each certified letter.
 - **Liens.** The Association may file a Notice of Lien against the property of any Owner in accordance with the terms and provisions of the Documents. A copy of the recorded Notice of Lien shall be mailed to the Owner and Mortgage Lender with a request that the lender send a letter to the delinquent owner advising the Owner of the lender's option to accelerate the mortgage debt. These actions are performed by the Association's attorney and the costs for these actions, which are usually several hundred dollars, are added to the lien amount.
 - **Referral of Delinquent Accounts to Attorneys.** The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action, including legal required notices, to collect the accounts referred. Once the Association has referred a delinquent account to its attorney for collection which includes a Notice of Lien being filed against a property, neither the Association nor its managing agent shall correspond with the owner concerning this matter nor accept payment from the Owner concerning the delinquency. The Association will

pursue all remedies recommended by the attorney up to and including foreclosure.

- **Referral of Delinquent Accounts to Collection Agencies.** The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.
- **The Association may, but is not required to, grant a waiver of any provision herein upon petition in writing by an owner showing a personal hardship.** Such relief granted an Owner shall be appropriately documented in the files with the name of the person or persons representing the Association granting the relief and the conditions of relief. In addition, the Association is hereby authorized to extend the time for the filing of liens and lawsuits, or to otherwise modify the procedures contained herein, as the Association shall deem appropriate under the circumstances.
- **Ongoing Evaluation.** Nothing in this Resolution shall require the Association to take specific actions other than notify homeowners of the adoption of these policies and procedures.



COVENANTS' ENFORCEMENT GUIDELINES

Background:

Upon signing a contract to purchase a Home in South Hampton, the buyer contractually agreed to abide by the governing documents of South Hampton Town Homes Association, Inc. ("Association"). This contractual obligation applies to all owners, tenants, guests and/or invitees. The governing documents include the AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF SOUTH HAMPTON ("CCR's") which are recorded in the public records of Hillsborough County and any adopted rules and regulations. The current rules and regulations are found in the Standards for Community Living which will be distributed to all homeowners in February, 2011 or shortly after they close on their house. (Note: Florida Statute 720.401 requires the seller of a house to provide a disclosure statement to a buyer upon contracting for sale of the property, which notifies the buyer of the fact that the property may have deed restrictions and how to obtain a copy.)

Following are procedures to be followed for the failure by an Owner, their tenant, guest, etc. to abide by the CCR's and the Association's duly adopted rules and regulations:

Definitions:

1. **Member in Good Standing Status** – An Owner who is not in violation of their contractual obligation with the Association either because of unpaid assessments or unresolved or repetitive violations. Please see Member in Good Standing Policy.

2. **Notice** – any letter deposited in an official depository or collected by an authorized representative of the U.S. Postal Service which is addressed to the homeowner at the last known address provided to the Association and contains proper postage.
3. **Receipt of Notice** – date that Certified, Return Receipt letter is signed for, or the date that a Priority Letter with Delivery Confirmation is placed in your mailbox as confirmed by the U.S. Postal Service or three (3) business days following the postmarked date on any regular mail that satisfies the Notice requirements above. Failure to claim Certified, Return Receipt letters does not stop the process.
4. **Sanctions** – one or more of the following: costs relating to the violation including letters, travel time and after hours time, costs of lawn service, etc.; monetary fines; and loss of Member in Good Standing Status.

Process:

1. Owner (and tenant if applicable) will receive a reminder notice from the Community Manager advising that a condition observed on the property is a violation of the CCR's or Rules and Regulations. The Owner will have ten (10) days to bring the violation into compliance, **with the exception of commercial vehicle violations which will automatically be subjected to fines any time they are observed within the Community.**
2. Homeowner complies within the ten (10) day period. Community Manager monitors on next inspection and sends out Thank You letter.

Or

3. Homeowner doesn't comply within ten (10) day period:
 - a) If there is no Covenants Enforcement Committee, all violations not remedied within the ten (10) day period may be turned over to the Association's attorney to pursue compliance. Your Association's Documents provide that all costs associated with this process including legal fees may be charged to your account.
 - b) If the Covenants Enforcement Committee is in place, a second letter is sent (Certified, Return Receipt Requested). This letter notifies the homeowner that the violation has not been corrected as previously requested, details the proposed sanction, and informs the homeowner that they may make a **written request** for a hearing **within fourteen (14) days from receipt of the letter** and a statement that if they do not do so, the proposed sanctions will be imposed. Failure to claim the certified letter or attend the meeting does not stop the process. Homeowners are charged \$10.00 for each Certified letter.
 - c) If no hearing is requested, the proposed sanctions shall be imposed.
 - d) If a hearing is requested, in writing, within the fourteen (14) day period after receipt of the second letter, the violation will be heard at the next Covenants Enforcement Committee (Committee) meeting. The Community Manager will assign each violation a 10 minute slot in front of the Committee. Minutes of the Committee meeting shall contain a statement of the results of the Committee

hearing and the sanction, if any, that was imposed. The Board of Directors will review and take action on Committee recommendations.

- e) Community Manager sends Certified letter (another \$10 charge) with explanation of Committee action and invoice for fines and costs which are payable in 30 days by separate check, payable to South Hampton Homeowners Association, Inc.
- f) If not paid in 30 days, Community Manager turns over to the Association's attorney who sends a final demand letter. The Owner shall be responsible for any and all reasonable attorney's fees incurred in forwarding demand letter(s) to Owner. The prevailing party shall be entitled to its reasonable attorney's fees resulting from the litigation of the matter.
- g) Following the hearing with the Covenants Enforcement Committee, the violator shall have the right to appeal the decision to the Board of Directors. To do so, the written request for appeal must be received by the Community Manager within ten (10) days from receipt of the notice of Committee action and invoice. The Board reserves the right to not hear an appeal on any violation that was not first heard by the Covenants Enforcement Committee.
- h) A fine may be levied on the basis of each day of a continuing violation, except that no such fine shall exceed \$1,000.
- i) Daily fines will begin following receipt of notice and will continue until corrective action is taken, and the Community Manager receives written request to re-inspect the violation. Daily fines will be suspended until the Community Manager inspects the violation. Daily fines will resume if a violation fails a re-inspection by the Community Manager. Daily fines will cease when the Community Manager re-inspects the violation(s) and finds that the appropriate corrective action has been taken. Community Manager will issue a written approval to the Owner.
- j) Any Owner's account showing an unpaid fine amounting to \$1,000 or more may have a lien filed against the Lot and such lien will include the collection costs, legal fees and attorney charges associated with the collection process.
- k) Owners will be restored to a Good Standing Status when all good standing criteria have been met and the violation has been rectified. After reviewing the Owner's account, the Community Manager will issue a letter stating that "good standing" status has been restored.

Please note that:

- Committee will not discuss cases individually or outside of meetings.
- Committee is made up of volunteer residents.
- Fines go the South Hampton Town Homes Association, not the Community Manager.
- If you do not understand your first letter of warning, please call your community manager for clarification. By waiting until you receive a second letter, you may be issued a fine and in the instance of a lawn maintenance violation, a lawn service will have already been sent to abate the violation.
- It is recommended that all communication concerning your circumstances, citations, etc. be put in writing and sent to the Community Manager via email or

regular mail, so that the Committee may be informed of these issues when making their decisions.

- All violation disputes must be in written form.
- The following table of fines does not include costs associated with gaining compliance. In addition, revocation of Member in Good Standing Status could result in additional penalties including suspension from recreational facilities and voting rights.

MEETING GUIDELINES

The purpose of the Covenant's Committee is to gain compliance of the Member/Tenant with the Declaration of Covenants, Conditions and Restrictions and the Rules and Regulations of the South Hampton Town Homes Association and to make recommendations to the Board of Directors based on the Guidelines for Covenants' Enforcement.

The Committee will elect a Chairman and a Recording Secretary. The Chairman will conduct the meeting and ensure that the guidelines for the committee are followed in a fair and impartial manner. The Recording Secretary will keep accurate minutes of the meeting and provide a copy of the committee's decision to the Community Manager within 72 hours of any meeting of the committee.

The Member/Tenant has the right to have legal counsel and/or witnesses present at the meeting.

The Member/Tenant will have the opportunity to state why he/she is not in compliance with the Covenants and/or Rules & Regulations of the Association and to negotiate, when reasonable, for an extension of the time period for coming into compliance.

The Committee will listen to the case presented by the Member/Tenant. Committee Members may question the Member/Tenant and any witnesses that may be present.

The Committee will review all of the information that has been presented by the Community Manager as well as interview any witnesses or complainants who may be invited to attend the hearing in order to produce evidence to substantiate their complaint.

After reviewing all evidence and listening to testimony from both sides at the hearing the Committee will excuse all involved parties and render a decision. The Committee Members will make a decision based upon the Fining Schedule that has been duly adopted by the Board of Directors. If confronted with a difficult enforcement situation or litigation possibilities, the Committee may recommend referring the case to Alternative Dispute Resolution.

[Schedule of Fines begins on the following page.]

VIOLATION FINING SCHEDULE

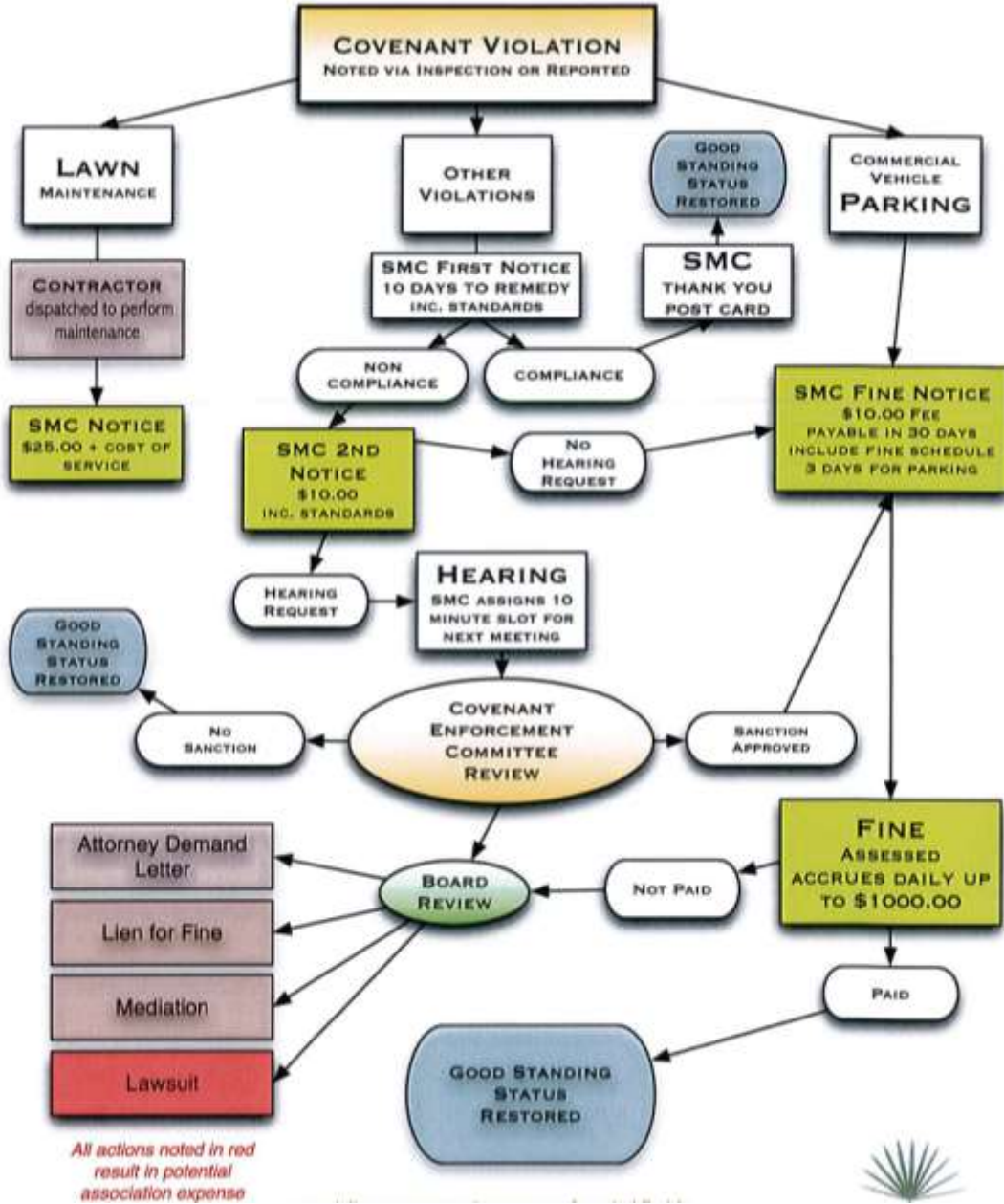
Violation Description	1st Violation	2nd Violation	Repeated Violations
Vehicle and Parking Violations	Warning	\$50.00 + \$50.00 each additional occurrence	\$100.00 + \$100.00 each additional occurrence
Exterior Maintenance Issues	Warning	\$50.00 + \$50 per day	\$100.00 + \$100.00 per day
Items in Public View except Garbage Cans	Warning	\$50.00 + \$50.00 per day	\$100.00 + \$100.00 per day
Garbage Cans	Warning	\$50.00 + \$50.00 each additional occurrence	\$100.00 + \$100.00 each additional occurrence
Pets	Warning	\$50.00 + \$50.00 each additional occurrence	\$100.00 + \$100.00 each additional occurrence
Nuisances	Warning	\$50.00 + \$50.00 each additional occurrence	\$100.00 + \$100.00 each additional occurrence
Recreational Rules	Warning	\$50.00 + \$50.00 each additional occurrence	\$100.00 + \$100.00 each additional occurrence
Conduct	Warning	\$50.00 + \$50.00 each additional occurrence	\$100.00 + \$100.00 each additional occurrence
Architectural Changes without Approval	Warning + application fee	Application fee, \$50.00 fine + \$50.00 per day until application received, change removed or fine totals \$1,000.	Application fee, \$100.00 fine + \$100.00 per day until application received, change removed or fine totals \$1,000.
Other Violations not Listed	Warning	\$50.00 + \$50.00 each day or additional occurrence	\$100.00 + \$100.00 each day or each additional occurrence

NOTE:

- A violation that occurs within six months of the second violation will be considered the third or successive violation.
- Once fines reach \$1,000, the next instance becomes the third or successive violation.

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GRAPHIC OVERVIEW OF COVENANT'S POLICY





EMAIL POLICY

1. Board Members may receive meeting notices and support documentation, minutes, relevant correspondence and other information relating to the daily operations of the Association by email.
2. Board Members may execute written consents in lieu of meeting by email.
3. Committee Members may receive meeting notices and support documentation, relevant correspondence and minutes by email.
4. Announcements, notices of meetings, Association Documents, Community Guidelines, forms, and the like may be distributed to Members (tenants if applicable) via email to those who consent to such receipt by providing their email address.
5. The Board of Directors may choose to conduct online surveys or voting.
6. The following items will not be sent nor accepted by email:
 - i) Assessment Certifications
 - ii) Requests to Access Records
 - iii) Estoppel Letters unless authorized by the recipient
 - iv) Notices of Violations of the Rules
 - v) Notices of Delinquent Assessments
 - vi) Any notices requiring executed mailing affidavits
 - vii) Any notices, mailings, etc. not permitted to be electronically transmitted by the Association's Documents or Florida Statutes.



EXTERIOR MAINTENANCE

- Lots and Homes shall be maintained in a neat and attractive manner at all times.
- Homes, fences and other structures located on the Lot must be kept clean. Algae and mildew growth must be removed at first indications of "turning green or gray".
- Driveways must be kept clean of debris, oil, grease, mildew and the like. Damaged and/or broken sections of driveways must be replaced using a material that is the same as the original driveway.
- Sidewalks must be kept clean and in good repair. Any sections of sidewalk that contain cracks wide enough to place a nickel into must be replaced. Sidewalks sections that are lifting or sinking in a manner that can cause a trip hazard should also be replaced. Owners of a Lot that shares a sidewalk with another Lot will share the cost of maintenance and replacement of the sidewalk equally or as

may be determined between the Owners. However, if one Owner's negligence is the cause of the necessary repairs, that Owner will pay all costs.

- Damaged materials, gutters, doors, carriage lights, decorative elements of building such as banding or stonework, broken windows, etc. must be replaced/repared and appropriate touch up of surrounding area completed within thirty (30) days of notification by the community manager.
- Trash and garbage should not be allowed to accumulate or be stored in view of the public and must never be allowed to create a health hazard to others. This includes but is not limited to newspapers and flyers on the driveway, dead potted plants, etc.
- Storage of materials for building projects, furniture, ladders, garden supplies, shoes, toys, cleaning supplies, etc. must be out of public view and within the garage or an enclosed area. Front entry porch, patios and screen rooms are not an appropriate storage area.
- Limited furniture may be approved for the front entry area. All other lawn furniture, grills, etc. must be stored in the back of the Home and may not be located on a grass or mulch area that is maintained by the Association.
- All fences must be kept clean and in good repair. Indications that panels or post need replacement include but are not limited to leaning of posts and panels, pickets are warped, broken or damaged.
- Lawn ornaments must be kept in good repair and removed when damaged or when colors have faded. Association will not be responsible for damages that may be caused to lawn ornaments that are located in an area maintained by the Association.
- All screen enclosures must be maintained and may not become a storage area. Screens (enclosures, windows and doors) must be replaced when torn or damaged and loose panels must be re-installed. Screens and framework must be cleaned as needed to remove any algae and/or mildew that may occur.
- Play equipment and toys should at all times be kept in the rear of the house and screened from public view. Play equipment and toys may not be stored in a grass or mulch area that is maintained by the Association.

After proper notification is given to the owner, the Association has the right to enter a property and complete any repairs or maintenance if the owner does not respond within the specified period of time (Declaration, Section 11.15). Should the Association contract for providing the needed maintenance, the cost of materials, labor, administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property if not paid within ten (10) days of receipt of invoice for the charges.



FIRES, FIREARMS, FIREWORKS, ETC.

- Fires including bonfires are not permitted to be set anywhere within the community. Homeowners may use covered fire pits in their back yards if doing so under proper supervision.
- Open burning is not permitted under any circumstances.
- Firearms may not be discharged or threatened to be discharged within the community unless by a law enforcement officer.
- For the purpose of this policy, firearms are defined as all guns including BB guns and pellet guns, bows and arrows, slingshots and the like.
- Hunting and fishing on community property is prohibited.
- Fireworks other than sparklers are not to be discharged within the community property. Sparklers may be used if the current County requirements permit their use and the County is not in drought conditions.



GARAGE SALES

The South Hampton Town Homes Association may coordinate and pay for the advertising of at least one community wide garage sale per year. This event will be coordinated by the Community Spirit Committee. Individual garage sales will not be permitted.



GATED ACCESS

- Each new homeowner will be provided with two remotes by their builder. On occasion the homeowner will need to replace the battery in the remote.
- Additional remotes are available at the Association's cost plus mailing fee. All remotes will be mailed Priority Mail with a Signature Confirmation which requires that the homeowner sign for the package.
- Lost or missing remotes shall be reported to the Management Company immediately so that the remote can be deactivated to ensure that others cannot gain access to the community by using the lost or missing remote.
- Residents who abuse the use of the gate access code by providing the code too freely will have their code removed from the gate access system and may face

finances imposed by South Hampton's Covenants Enforcement Committee and the Board of Directors.

- At the Association's discretion vendor codes with restrictive hours shall be distributed to local utilities, service providers, newspaper carriers and the like.
- All residents of South Hampton have access to all recreational facilities (i.e. pool/cabana in Section 1 and playground/picnic area in Section 2); however, if the gate access system has the capability, codes and remotes will be operational during daylight hours only for those residents who do not reside in the same section as the recreational facility that they are visiting.



INSPECTION & COPYING OF ASSOCIATION RECORDS

1. RECORDS DEFINED

- a. The records available for inspection and copying by a Member are those designated by the Florida Statute 720.303 (5) as amended from time to time.
- b. The Association's Board may withhold from inspection any records that in its reasonable business judgment would:
 - Constitute an unwarranted invasion of privacy;
 - Constitute privileged information under the attorney-client privilege;
 - Involve pending or anticipated litigation or contract negotiations; and/or
 - Involve the employment, promotion, discipline, or dismissal of a specific Board Member or employee.
 - Documents which the Association is prohibited from disclosing to a third party as a matter of law;
 - Inter-office memoranda, preliminary data, working papers and drafts, and general information or investigations which have not been formally approved by the Board.
- c. A list of Members containing their addresses and/or phone number will not be released to anyone not a Member.

2. PERSONS ENTITLED TO INSPECT OR COPY

Every Member shall have the right to inspect or copy the Association's records in compliance with the rules and procedures contained in this policy. A Member may authorize, in writing, an attorney or other designated representative to conduct the inspection or request copies on the Member's behalf. Any such authorized representative shall be considered a "Member" for purposes of this policy.

3. WRITTEN REQUEST REQUIRED

- a. Inspection or copying shall be limited to those records specifically requested in advance, in writing by regular, priority or certified mail (no email). A Member who wants to inspect or copy the Association's records shall submit a written request to the Association's office or complete and submit the attached Request for Access to Association Books and Records form (see Forms section of this book). The request must be submitted by certified mail, returned receipt requested. Regular mail, fax and e-mail requests will not be accepted. The request must specify the particular record desired, including pertinent dates or time periods, and shall state whether the request is for inspection or copying. The request must be sufficiently detailed to allow the Association to retrieve the particular record(s) requested.
- b. The Association shall make records available for inspection on or before the tenth (10th) working day after the Association actually receives the written inspection request. This time frame may be extended upon the Member's written acknowledgement if the records requested are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the Member (by telephone, in person, or in writing) that the records are available, and specify the time, date, and place for the inspection.

4. INSPECTION RULES

- a. All inspections shall take place at the Association's office or at such other location as the Association designates between the hours of 10:00 AM and 4:00 PM on any Monday through Thursday and 10:00 AM and noon on Friday, except on a legal holiday.
- b. The record inspection session is limited to working hours and shall not extend beyond two hours at a time.
- c. The record inspection will be under the supervision of someone designated by the Association to monitor and assist in the record inspection. The Association may institute any supervision or reasonable security measures during the inspection.
- d. No Member shall remove original records from the location where the inspection is taking place.
- e. Members shall not alter the records in any way. Marks may not be made on any record and the record sequence must not be altered.
- f. The maximum number of Members present during the inspection shall not exceed four.
- g. No Members may inspect the official records of the Association for more than the equivalent of one eight (8) hour business day per month.

5. COPYING RULES

- a. If a Member wants a copy of any record, the Member shall designate in writing by certified mail return receipt requested the record desired. Regular mail, e-mail and

fax requests will not be accepted. Any written request shall designate the specific record or portion thereof.

- b. During an in-office inspection, the Member may designate such record by use of a tab, clip, or Post-It note upon the page(s) desired.
- c. A Member shall pay fifty (50) cents per single sided page for regular or legal sized photocopies. A duplexed copy is considered two copies. Two separate documents will not be copied on a single page simply to minimize the per page copy cost. Copy costs are payable in cash or by personal check, at the time the copies are delivered.
- d. Copies shall be available at the Association's office within five working days of receipt of the request. If the Member has prepaid and the copies are not available within five days, payment shall be returned and copies shall be free. In rare cases, the request for copies may be of voluminous nature or condition of the records may make this time frame impractical. In such cases, the Member shall be so informed and the copies will be made available as soon as is practical.
- e. A Member shall pay \$50 per man hour for any time spent by the Community Association Manager supervising a records inspection or providing copies of requested records if the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed twenty-five (25) pages in length.

6. MANNER OF INSPECTION OR COPYING

- a. Members shall not exercise their inspection or copying rights in order to harass any other Member or resident, Association agent, officer, director, or employee.
- b. All people inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or such other location where the inspection or copying is taking place. The Association office, or place of inspection or copying, shall assign one staff person to assist in the inspection. All requests for further assistance and copying during an inspection shall be directed only to that staff person.
- c. The Association shall maintain a log detailing:
 - The date the written request was received;
 - The name of the requesting party;
 - A list of the requested records;
 - The date the Association notified the Member that the records were available;
 - The date the records were made available;
 - The date of actual inspection or copying; and
 - The signature of the Member acknowledging receipt of, or access to, the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

7. ENFORCEMENT OF INSPECTION & COPYING RULES

- a. Any violation of these rules shall cause the immediate suspension of the inspection or copying until the violator agrees in writing to comply herewith.
- b. The Association will not honor any requests for inspection or copying that do not comply with this policy. Within five working days of receiving the noncompliant request, the Association shall send a written notice to the person who made the request indicating the nature of any noncompliance. Any Association representative who receives an oral request for inspection or copying shall refer the person making the request to this policy, and the Association will have no further obligation to respond until it receives a written request.
- c. The Association's Board may take any available legal action to enforce these rules, including the levy of a fine. The Association's Board may pursue any Member for damages or injunctive relief or both, including any reasonable attorney fees, for abuse of inspection and copying rights, including use of records for any purpose other than that stated in the Member's request.



LEASING OF HOMES

(Section 12.23 of the Declaration, page 24)

- Homes must be leased in their entirety. Leasing of rooms or portions of the Home and/or any other structure on the Lot is not permitted.
- All lease agreements shall be in writing and the term of the lease shall be for a period of no less than one (1) year and may not be leased more than two (2) times in any calendar year unless approved by Association in the case of hardship.
- The Owner and tenant(s) shall verify that the tenant(s) have been given copies of the South Hampton Amended and Restated Declaration of Covenants, Articles of Incorporation, and By-laws, and these Standards for Community Living ("Governing Documents"); that the tenant(s) are aware they will be residing in a Deed Restricted community; and that they (tenant(s)) will abide by the Governing Documents. Verification will be by a written statement signed by both parties and attached to the Lease.
- A copy of the lease will be provided to the Association within ten (10) days of signing the lease agreement.
- The Lease Agreement shall require that the home be used solely as a private single family residence for the tenant and members of his family. NO transient tenants may be accommodated in the home.

- In the event that the Owner fails to pay annual assessments, Association has a right to collect unpaid assessments from the tenant. [Florida Statute 720.3085 (8)]
- In the instance of tenant non-compliance to the Governing Documents, the Owner will be the responsible party and may be fined for the non-compliance. The Association has the right to place a lien upon the property once a fine reaches \$1,000 or more.
- In the instance of tenant non-compliance to any Association standards, the Association shall have the right (after proper notification to the tenant and Owner and an opportunity to correct the issue has been given) to enter upon the property and abate the issue. All costs associated with the abatement will be a charge against the Owner's account.
- The Owner agrees to remove the tenant if the tenant fails to abide by the Governing Documents. Should the Owner fail to remove the tenant, the Association shall have the right to evict the tenant and the costs associated with the eviction shall be charged to the Owner as an Individual Assessment.
- During the period of time that the Home is leased, the Owner shall not have the right to use the recreational facilities.
- Even though the Owner is no longer residing in his South Hampton Home, the Owner is responsible for abiding by the Governing Documents.



MEMBER CODE OF CONDUCT

- Improper conduct, obscenities, verbal or physical threats by Members (and tenant if applicable) will not be tolerated anywhere on Community Property. Actions of any person of any nature, which may be dangerous, create a health or safety problem, create a hostile environment, or disturb others, are not permitted. This includes noise, intoxication, quarreling, threatening, fighting, offensive or abusive language or behavior. Members (and tenant if applicable) are responsible for the behavior of their family, guests and invitees.
- Loud noises or noxious odors from motor vehicles (including automobiles, motorcycles and off-road vehicles) or large power tools will not be permitted. Items that may unreasonably interfere with the television, radio reception or bandwidth of any Owner may not be located, used or placed on any portion of the Community. The Board shall have the right to determine if such conditions constitute a nuisance. This provision shall also apply to all contractors operating within the neighborhood. Any noise which unreasonably interferes with the peaceful occupation of a resident's premises is prohibited.
- Members (and tenant if applicable) are expected to conduct themselves properly with due consideration for each other and Members of the Association. Members

(and tenant if applicable) shall not engage in any behavior that would create liability, higher insurance costs, negative publicity or the like for the Association. The Board of Directors has the power to discipline any person for conduct, which in its opinion tends to endanger the welfare, interest or character of the Association, its Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.

- Members (and tenant if applicable) must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language. There shall be no attempt to intimidate, harass, threaten or attempt through any means to control or install fear in another Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees.
- Language will be professional and differences of opinion shall be expressed in a clear and business-like fashion. Personal attacks, slurs, obscenities or the like against Members, residents, tenants, officers and directors, agents, vendors and contractors, and guests and invitees are prohibited and are not consistent with the best interest of the Association.
- Any person who verbally threatens the physical well-being of another person, or who engages in behavior which may be dangerous, create a health or safety problem, create a hostile environment, or otherwise disturb others may be reported to the local law enforcement agency.
- Management shall have the right to ask any person(s) to cease their conduct and/or leave the premises as a result of conduct which serves to harass or annoy other persons using the Community Property. If the person(s) causing or participating in inappropriate behavior refuse to cease their activities and/or leave the premises promptly when directed, they will be advised that the failure to do so immediately will accelerate the seriousness of the violation of this rule and fines may be assessed accordingly. At the discretion of Management dealing with the situation, they may seek assistance of the local law enforcement agency to maintain order.

NOTE: For the purpose of the above, "Management" shall be defined as a representative of the Management Company or a Member of the Association's Board of Directors



MEMBER PARTICIPATION AND CONDUCT AT ASSOCIATION MEETINGS

South Hampton Town Homes Association conducts an annual meeting of the Membership, Board of Directors Meetings and special meetings as necessary. Every Member of the South Hampton Town Homes Association shall have the right to speak at meetings to the extent required and permissible under Florida Statute Section 720.303 (2). Members are invited to attend all meetings. It is essential for the efficient transaction of Association business being conducted at these meetings that all Members

conduct themselves in an appropriate manner that serves the best interests of the whole Association. Members are expected to adhere to the following Code of Conduct at all meetings. When fewer than ten Members are in attendance, some codes may be relaxed. The Association shall have the authority to enforce this Code of Conduct using any means available under the governing documents or state law.

- At meetings of the Board of Directors, the Members will not participate in the business portion of the meeting (with the exception of agenda items where 20% of the Membership has petitioned in accordance with state statute to address the topic).
- At every Board meeting, a public forum will be held at the beginning of the meeting to allow Members to address concerns regarding the agenda or other Association related items. Members must sign in with the Secretary in order to be recognized and will be allowed a maximum of three (3) minutes to speak. If a particular concern warrants a Board action, it will be placed on the agenda for the next scheduled meeting of the Board. In cases where an action is needed sooner than the next scheduled meeting, the Board may consider the topic under New Business or choose to take an action without a meeting and ratify the action at the next scheduled meeting.
- Members must sit quietly and refrain from speaking until recognized by the meeting chair.
- Members must not interrupt anyone who validly has the floor, or otherwise disrupt the meeting.
- When speaking, Members must abide by the time limit that has been adopted by the Board. Unless announced otherwise at the beginning of the meeting, the time limit will be three (3) minutes.
- Members must refrain from engaging in personal oral attacks on either Board Members, fellow Association Members and/or Community Manager and should refrain from using other Members' names when speaking.
- All remarks should be addressed to the Board, not the audience.
- During General Membership Meetings, comments must be confined to the agenda item being discussed.
- Members may not speak for a second time until everyone who wants to speak has been given a chance to speak once.
- Members may not speak more than twice on any one issue, subject to the discretion of the meeting chair.
- Members must obey all orders made by the meeting chair, including an order to step down.

- Members must at all times behave with common courtesy and civility, and refrain from the use of abusive, rude, threatening, or crude language.



MEMBERS IN GOOD STANDING

- A Member in “good standing” shall be defined as a Member who has fully paid all installments due for assessments made against the Member and/or his/her Lot/Unit, together with all interest and late charges, costs, attorney’s fees, penalties, fines and other expenses.
- A Member in “good standing” shall be defined as a Member who has no unresolved violations of the Community Standards or the CCR’s.
- A Member in good standing shall be further defined as a Member who has not received a third warning or higher on any violation within the last twelve (12) months or a cumulative number of citations greater than four (4) of any level.
- Members who seek to challenge a determination that they are not in good standing shall be heard by the Covenants Enforcement Committee.
- Members who are not in good standing, as defined in items 1 and 2 above shall have recreational and voting rights suspended until such time as all monies due the association have been paid and the members are in compliance with all lawfully adopted and published rules and regulations for a period of sixty days.
- Members who are not in good standing, as defined in items 1, 2, and 3 above shall not be permitted to serve on the Association’s Committees, Board of Directors, etc.
- Members who are not in good standing, as defined in items 1. and 2. above, are considered in default of their contractual obligation to the Association and until this breach of contract is cured, the Association may not consider any Architectural Alteration Applications.



PETS

- All pets (dogs and cats) are subject to the Hillsborough County Leash Law and must be leashed and under control when outside. Dogs and cats are not permitted to roam unattended throughout the neighborhood.
- Pets (dogs and cats) are not permitted in the playgrounds, within retention or other natural areas, or on another Owner’s property without that Owner’s permission.

- Animal noise cannot interfere with the quiet enjoyment of residents.
- Designated walking areas for pets (dogs and cats) are along the streets on the grassy area between the sidewalks and paved road surface and at common areas within South Hampton where a doggie station receptacle is located.
- Any pet (dogs and cats) feces deposited within a designated pet area, a common area or a residential property within South Hampton **must be removed** by the individual in attendance and disposed of in the doggie station receptacles or in their personal trash receptacle. Depositing pet feces in retention areas, storm drains or on other community property is prohibited.
- Hillsborough County Ordinances require that all dogs and cats be vaccinated against rabies annually and all dogs shall wear a current County animal license tag.
- Hillsborough County Animal Ordinance 00-26 as amended by 03-08 states that “Excluding public right-of-way on an owner's private property, no DOG or CAT shall be allowed to stray, run or go, AT LARGE upon any public property or street, sidewalk, park, or on the private property of another without the consent of the property owner. ... the dog or cat shall be under the direct control of the owner or keeper...”
- Hillsborough County Animal Ordinance also states that “No companion animal shall be allowed to unreasonably annoy humans, to endanger the life or health of other animals or persons acting lawfully, or to substantially interfere with the rights of others thereby interfering with the reasonable use and enjoyment of property. It shall be prima facie evidence of nuisance if a companion animal:
 - a. consistently and/or constantly makes excessive noise;
 - b. causes damage to or destruction of another's property;
 - c. causes unsanitary, dangerous or offensive conditions, including the fouling of the air by offensive odor emanating from excessive excrement;
or
 - d. creates a pest, parasite or scavenger control problem which is not effectively treated. “

Hillsborough County Ordinances are enforced by Animal Control.



PLAYGROUND & PICNIC FACILITES

- Playground and picnic facilities are for the use of South Hampton residents and their guests only. Hours for use are from 9:00 AM to dusk. Do not use the playground after hours or when the playground equipment is wet.
- The playground within South Hampton is designed for younger children – toddlers to about age 6. (There is a playground for children located on Repron

Boulevard that is designed for children up to the age of 12.) For safety reasons, all children must be accompanied and supervised by a parent or guardian. The parent or guardian is responsible for supervision and for the children's safety and compliance with these rules.

- **ALL THOSE USING THE PLAYGROUND AND PICNIC FACILITIES DO SO AT THEIR OWN RISK. NEITHER THE ASSOCIATION NOR ITS MANAGER IS RESPONSIBLE FOR INJURIES OR ACCIDENTS.**
- Use the playground equipment properly. Failure to do so can result in serious injury. For example, no walking or running up or down the slide.
- No roughhousing, shoving, fighting, or throwing of mulch or any inappropriate object in the playground is allowed.
- No roller skates, in-line skates, skateboards, bicycles, or tricycles are allowed in the playground.
- No pets are allowed in the playground, with the exception of service animals.
- No food or drinks are allowed in the area where the play equipment is located. No glass of any kind should be taken to the playground and picnic area. Please dispose of all garbage in the proper receptacles.
- When using the picnic facilities, residents must remove all trash generated by the picnic and dispose of it at the residents home. The trash container at the playground is only serviced twice per week and cannot accommodate the amount of trash that may be generated by picnickers.
- There is a charcoal grill that is available for use by picnickers. Residents must supply their own charcoal and cleaning supplies and are required to clean the grill of all ashes and food residue once the grill has cooled after use. Ashes may not be disposed of in the trash container located at the playground. (NOTE: the picnic table and grill are not a part of the Association's janitorial contract and must be maintained by residents who choose to use them.)
- Failure to comply with the rules may result in fines or restrictions from use of the facility.
- To report misuse of the facility or a hazardous condition, please contact the community management company.



POOL RULES

- Pool hours are from dawn till dusk. (Note: According to State Code, South Hampton's pool does not have sufficient lumens to allow swimming or use of the pool area past dusk or before dawn.) Anyone found using the pool outside of the

posted hours is considered trespassing and Association has the right to prosecute.

- Maximum pool capacity is 24.
- **THERE IS NO LIFEGUARD ON DUTY. EACH POOL USER DOES SO AT HIS/HER OWN RISK.**
- When entering and exiting the pool gates, please ensure that the gate closes securely. Never leave the gate propped open in any manner. County code requires that all swimming facilities – both public and private – be secured for safety purposes. Keeping the gates closed and locked may help to prevent an unfortunate accident occurring should a child decide to visit the pool without supervision.
- Pool use is reserved for residents and their accompanied guests only. Guests should be limited to six unless special written permission is received from Management Company.
- All children under the age of 14 must be supervised by an adult 18 years of age or older.
- State Health Code requires that all bathers shower before entering the pool. This is to remove excess suntan lotions and perspiration (which contains body toxins) from the swimmer. Soap should be used.
- Any person with an open wound or who has experienced diarrhea or vomiting within the last 24 hours should not enter the pool. (Note: Band-aids and bandages do not protect from possible infection of you or others from an open wound. Until the wound is completely healed, pool should not be used.)
- To avoid soiling the pool, children who are not toilet trained must wear swim diapers. Anyone who is incontinent is requested to do the same.
- All swimmers will vacate the water immediately upon hearing thunder or seeing lightning.
- Diving will not be allowed at any time.
- No glass objects are to be brought into the pool or pool area at any time.
- State Health Code does not permit food or drinks in or within 4 feet of the water.
- Use of alcoholic beverages or illegal substances is not permitted in the pool area. Use of the pool while under the influence is not advised.
- No roughhousing or running is allowed.
- No animals are allowed in the pool area with the exception of service animals such as guide dogs.

- Appropriate swim attire must be worn. With exception of tee shirts, no street clothes are allowed in pool. This is a family pool and swimmers are asked to be considerate in their choice of swim attire – t-back or thong type bathing suits and see through materials should not be worn at the pool when children are present.
- Please remove hairpins, barrettes, clips and similar metal type ornamentation before entering the pool. When lost in the pool, these items can stain the surface of the pool.
- Radios may be used at a low volume. Use of earphones is encouraged.
- Trash must be properly disposed of. Smokers should bring an ashtray with them and dispose of butts and ashes appropriately – not toss on ground.
- No bicycles, tricycles, skates of any kind, skateboards, or scooters are allowed in the pool area. On occasions when deck space is limited, parents with carriages or baby strollers should be considerate of other swimmers and leave the carriage or stroller outside the gated area.
- Large pool toys and floats should not be used when there are a lot of swimmers. Water cannons and water pistols are NOT allowed at anytime. Balloons are not appropriate for use in the pool area. Broken balloon pieces that find their way into the pool have the potential to damage pool filtering equipment.
- Furniture and umbrellas are not to be removed from the pool area. Residents may bring their own chairs but may not store them at the pool facility.
- Anyone who witnesses a violation of rules or observes a hazardous condition should immediately contact the Community Manager.
- Compliments, Complaints and Suggestions regarding conditions of the facility should be directed to the community management company.



PORTABLE STORAGE/MOVING CONTAINERS

- Portable storage/moving containers (commonly known as PODS) or any similar units designed for the temporary storage or transportation of a resident's personal household goods must be located in the resident's own driveway for no more than 10 consecutive days.
- Such containers may not be located on the streets, any Common Areas or Community Property or in designated fire or traffic lanes, and may not block public sidewalks or obstruct the access of other residents. Such containers may be located in a neighboring resident's driveway with the neighboring resident's prior written permission.

- Use of such containers for commercial or home business storage or for a period in excess of 10 days is expressly prohibited. These containers shall not be used for long-term storage on-site. If longer-term storage is needed, please utilize an off-site storage facility. Under special circumstances, the Association may issue permits for time extensions and schedule variations, provided that permission is requested ahead of time.
- After proper notification is given to the owner, the Association has the right to enter a property and have the container removed if the owner has failed to comply with these standards. All related costs to enforce these standards including administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property which will remain until paid in full together with all administrative, out-of-pocket and attorney's costs.



RECORDING OF MEETINGS BY MEMBERS

South Hampton Association, Inc. (the "Association") conducts an annual meeting of the Members, meetings of the Board of Directors of the Association, meetings of committees of the Association, and special meetings as necessary. Members have the right to tape record or video tape a meeting to the extent permissible under Section 720.306(10), FL Statute. Members are expected to adhere to, and the Association shall be entitled to enforce, the following policy at all annual meetings of the Members, meetings of the Board of Directors of the Association, meetings of committees of the Association, and special meetings. The Association shall have the authority to enforce this policy using any means available under the Governing Documents of the Association or applicable law.

Any Member may tape record or videotape annual meetings of the Members, meetings of the Board of Directors of the Association, meetings of committees of the Association, and special meetings, subject to the following restrictions:

- The only audio and video equipment and devices which members are authorized to utilize at any such meeting is equipment which does not produce distracting sound or light emissions.
- All audio and video equipment shall be assembled and placed in position at least fifteen (15) minutes in advance of the scheduled commencement of the meeting.
- Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
- No tape recording or videotaping of any meeting shall interfere with or obstruct the meeting, and none of the equipment used for taping shall interfere with or obstruct any Member's or director's view of the meeting or ability to hear the meeting.

- Advance notice shall be given to the Board of Directors by advising the community association manager or the Secretary of Board of Directors in writing of a Member's intent to utilize any audio or video equipment. Said notice shall be received no later than one (1) business day prior to the date of the meeting.
- Video or audio recordings of meetings of the board or of the Members cannot be released or distributed outside of the Association without the written consent of the board and any Member who appears in or was present at the meeting.
- There shall be no audio or video taping of meetings by a third party (non-Member) without a written request and written approval by the Board of Directors.



VEHICLES: MAINTENANCE, PARKING, STREET USAGE & TOWING

Note: For purposes of these guidelines, the term vehicle shall include but not be limited to personal passenger vehicles, commercial vehicles of any kind, school buses, limousines, recreational vehicles, buses, tractors (with or without trailer attached), portable storage containers (PODS) or similar moving containers, boats, jet skies, boat trailers, house trailers, and trailers of every other type including horse trailers and utility trailers, motor homes, tractor trucks, campers, go carts, golf carts, motorcycles, motor scooters, trail bikes, all terrain vehicles or any other related form of transportation devices.

Vehicles

- No vehicles displaying commercial advertising (lettering, graphics or other commercial insignia) shall be parked within the public view with the exception of:
 - a. vehicles used by a company that is providing a service to the common areas or a resident. These vehicles may only be parked within South Hampton for the time that the service is being provided; or
 - b. such lettering, graphics or insignia is/are completely covered with a magnetic or other type covering of the same color as the vehicle.
- Commercial vehicles used in business for the purpose of transporting goods, equipment and the like shall only be allowed to be parked inside of the home's garage and may not be parked within the public view. The only exception is a service provider while providing a service to the common areas or a Member's residence and these vehicles may not remain parked within South Hampton overnight.
- No vehicle displaying racks, hooks, tool boxes or ladders may be parked within South Hampton except by a service provider while providing a service to the common areas or a resident. These vehicles may not remain parked within South Hampton overnight unless parked within the Home's garage.

- The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. Broncos, Blazers, Explorers, etc.) up to 21'5" in length or clean "non- working" vehicles such as half ton to 1 ton pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation and does not have lettering, graphics or other commercial insignia on it.
- For any resident who drives an automobile issued by the County 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 home.
- These provisions shall not apply to construction vehicles in connection with the construction, improvement, installation or repair by developer or builders of homes, common areas or any other South Hampton facility.
- No vehicle which cannot operate on its own power or which does not have a current license plate shall remain in South Hampton for more than forty- eight (48) hours, except in the garage of a Home.
- No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed be stored or parked outside of a garage within South Hampton.
- No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

Maintenance

- Except in the garage of a Home, no maintenance or repair, except emergency repair (locksmith, tire replacement, broken window replacement) shall be made within South Hampton nor shall vehicle repair equipment (mechanic lifts, transmission pullers, etc.) be stored or operated in the public view.

Parking

- Residents' automobiles shall be parked in the garage or driveway and shall not block the sidewalk. In either case, the automobile's height should not prevent the automobile from entering the garage.
- There are a limited number of parking spaces within South Hampton and these spaces should be reserved for guest parking.
- Parking on the grass whether on the Owner's lot, on common area or on a vacant lot is not allowed.
- No commercial vehicle, limousines, school bus, recreational vehicle, boat, trailer, including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept or parked within South Hampton except in the garage of a Home.

- No vehicles of any nature shall be parked on any portion of South Hampton or a lot except on the surfaced parking area thereof.
- No vehicles bearing a “for sale” sign shall be parked within the public view anywhere within South Hampton.

Street Usage

- Street within South Hampton are owned by the Association. Street parking is prohibited. Street parking is dangerous to everyone because it can block access for emergency vehicles and hide pets and children at play from view of on-coming traffic thus creating the possibility for serious accidents.
- Mopeds, motorized scooters and mini cycles are prohibited from being operated on the sidewalks or streets within South Hampton while under engine power. This guideline follows Florida Statute 322.03 which does not allow these vehicles to be operated on sidewalks and public streets.
- Streets are intended for the use of motor vehicles only. Playing games or congregating on the streets is not permitted. This creates a hazard for drivers and those who are using the streets inappropriately.

Towing

- Section 12.4.4 of the Declaration of Covenants grants the Association the right to tow vehicles that are parked in violation of the Declaration or rules and regulations of the Association. A regulation towing sign has been posted at the entrance of the community in compliance with Florida Statutes 715.
- Any resident or guest in violation of the parking guidelines will be subject to having their vehicle towed at their sole expense if the 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 the vehicle was cited for such violation within the preceding fourteen (14) day period.
- The Association also has the right to tow vehicles from an owners’ lot if in violation and proper notification has been given to the owner.

Violations

1. Residents who report a parking violation to the manager should provide a description of the vehicle that includes license plate, color and make of the vehicle and the day and time that the violation occurred. A photo should also be included if possible. The address of the vehicles owner is required.
2. Residents who report children playing in the street, people congregating in the street or mopeds, motorized scooters or mini cycles being ridden on sidewalks or streets should notify the management company of the day and time and should include addresses and, if possible, a photo of those observed.



VOLUNTEER STANDARD OF CONDUCT AND RESPONSIBILITIES

Volunteers of South Hampton Town Homes Association, Inc. (Association) must demonstrate by their example the highest standards of ethical conduct, to the end that the General Membership of the Association may justifiably have trust and confidence in the integrity of the Association. Volunteers shall serve as a Member of an Association committee or Board of Directors for the benefit of the Association, shall recognize that the Association's interest is their primary concern, and shall faithfully discharge the duties of their position to the best of their abilities and regardless of personal considerations.

Conflicts of Interest

No Volunteer shall:

1. Solicit or accept any gift, directly or indirectly, whether in the form of money, loan, gratuity, favor, service, thing or promise, or in any other form, under circumstances in which it can be reasonably inferred that the gift is intended to influence him/her in the performance of his/her committee duties.
2. Disclose confidential information gained by reason of his/her position or such information for the personal gain or benefit on anyone.
3. Engage in any business transaction or activity or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her duties or which may tend to impair his/her independence of judgment in the performance of his/her Board and/or committee duties.
4. Represent private interests in any action or proceeding against the interests of the Association.
5. Vote on any question before the Board and/or committee affecting his/her financial interests or that of his/her employer, business, or professional affairs or that of his/her immediate family, provided nothing shall preclude him/her from participating in any discussion on the question, unless a majority of the committee present and voting decides to exclude him/her from the discussion.

Disclosure of Interest

1. Any Volunteer who acquires such interest as may reasonably tend to create a conflict with the Association interest will make full disclosure in writing to the Chairman of the committee or Board at such time as any conflict becomes apparent. Any Volunteer, who knows that he/she has a personal or private interest, direct or indirect, in any proposal before the committee, will disclose such interest in writing to the committee or Board. Such disclosure will be made a matter of record prior to the taking of any vote on such proposal and the Volunteer with the interest shall not vote on the proposal.

Fair and Equal Treatment

1. No Volunteer will use his/her position to secure or grant special consideration, treatment, advantage, privilege or exemption to himself/herself or any person beyond that which is available to every other Association Member.

2. No Volunteer will use his/her position to make promises or threats to Association Members.

Conduct

As a Volunteer I will:

1. Fulfill my duties and responsibilities in a cordial and pleasant manner.
2. Treat fellow Volunteers, Association Members, and management personnel with courtesy and respect.
3. Perform only those tasks assigned to me by a committee or by the Board .
4. Raise issues in the most productive and courteous way possible.
5. Commit to keep all fellow Volunteers fully informed and understand that all decisions will be made at announced meetings, keeping in mind that all decisions and recommendations must be reached in the best interests of the entire community.
6. Acknowledge that the chairperson will facilitate and coordinate all discussions during meetings and will be the spokesperson unless another arrangement is made by the committee or Board on which I am serving.
7. Acknowledge that there may be times when Board or committee members will have a difficult time reaching consensus. During these times, I will afford other members full courtesy and respect during the discussion on the matter.
8. Acknowledge that upon conclusion of my Volunteer service, all information that I obtain through the performance of my duties while serving will remain confidential and will not be used for personal reasons.
9. Acknowledge that upon conclusion of my Volunteer service, all work papers and other records will be returned to the committee chairperson, the Board President or Community Manager.

Attendance

1. The committee chairperson or the Board of Directors may remove any Volunteer who fails to attend meetings on a regular basis.

Indemnification

1. The Association will maintain insurance, both workers' compensation and directors and officers insurance, to indemnify any Volunteer who is performing their assigned duties in accordance with these guidelines.
2. No Volunteer shall take any action that could result in increasing insurance costs as a result of that action.

Sanctions for Violations

1. Any Volunteer who violates any of these standards or does not maintain a Member in Good Standing status may be removed from their Volunteer duties by the Board of Directors.

Acceptance of Standard of Conduct and Responsibilities

Each Volunteer will acknowledge receipt of a copy of this Resolution and indicate understanding and agreement to abide by its provisions by signing below.

I agree to the above standards of conduct and responsibilities and acknowledge that these guidelines are fundamental to the success of the committee or board on which I will serve and in the best interest of the Association.

Volunteer's Signature

Date

Volunteer Position



Committee Charters

ARCHITECTURAL CONTROL COMMITTEE CHARTER RESOLUTION

WHEREAS, Section 17 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for South Hampton provides for the creation of an Architectural Control Committee as a standing committee of the Association, and

WHEREAS, it is in the best interest of the homeowners and the South Hampton Town Home Association to have a committee to assist in establishing and enforcing community standards and reviewing and deciding upon architectural change requests, and

WHEREAS, the Board of Directors has identified the need for such a committee;

NOW THEREFORE LET IT BE RESOLVED, that the Board of Directors of the Association does establish by this resolution an Architectural Control Committee as a standing committee of the Association.

ARTICLE I

DUTIES AND FUNCTIONS OF THE COMMITTEE

1. Purpose of the Architectural Control Committee (ACC) is to provide assistance in establishing and enforcing community standards and reviewing and deciding upon change requests, in the realm of the Association's architectural scheme.
2. Nominate and elect a chairperson, vice-chairperson and secretary. The names of the persons elected to such offices shall be presented to the Board of Directors for final confirmation
3. Periodically review standards and guidelines for adequacy and application and present recommendations to the Board of Directors for approval.
4. Be alert to architectural problems shared by members and seek a solution to these problems.
5. Prepare articles for the community newsletter in accordance with the instructions of the Board of Directors.
6. Prepare and present to the Board of Directors comprehensive and complete minutes of all committee meetings.
7. The committee shall consist of at least three (3) members. One (1) as chairperson, one (1) as vice-chairperson and one (1) as secretary to the committee.
8. The committee shall meet monthly; however, in any case shall meet as often as necessary to complete its assigned responsibilities, including voting on any architectural applications.
9. Committee chairperson or his/her alternate shall attend all committee meetings and Board of Directors meeting.
10. A committee member shall be considered inactive when, without good cause, fails to attend three (3) consecutive meetings.
11. All committee members shall act with the best interest of the homeowners and Association in mind. Personal "missions" or "vendettas" will not be tolerated.
12. The committee shall act on a consensus basis. In the case of a split decision, the chairperson will act as the deciding vote.
13. All committee members shall keep in mind they have been appointed to serve the

- community, not to act as "police" of the community.
14. Committee members shall bring serious issues to the attention of the committee, Community Manager and/or Board of Directors.
 15. When a committee member submits an application for review, they shall abstain from discussion and voting on their application.
 16. All issues discussed are considered confidential and are not to be discussed outside the realm of the meeting.
 17. The committee shall comply with the Board of Directors Resolution "Volunteer Standards of Conduct and Responsibilities".

ARTICLE II

DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: chairperson, vice-chairperson and secretary. Their respective duties and responsibilities are outlined below.

Chairperson:

1. Shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
3. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

Vice-chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the

- meeting and call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
 5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.
 6. In the absence of the chairpersons, shall forward all reviewed applications,

Prospective Committee Members:

1. The prospective committee member shall attend two (2) consecutive committee meetings, which is considered a probationary period.
2. The prospective member shall have no vote in committee decisions prior to the completion of his /her probation period.
3. At the conclusion of the probation period, the prospective members name will be submitted to the Board of Directors for appointment to the committee.
4. When a prospective member submits an application for review, they shall abstain from discussion and voting on the application.

Article III

Developer Control Period

For so long as the Developer owns any portion of the property within South Hampton, the Developer shall have all powers of the Architectural Control Committee and will assign one Developer representative to serve as the Chairman of the Architectural Control Committee. The Developer retains the right to over-rule any decision rendered by the Architectural Control Committee.

Approved at a duly held meeting on the 7th day of February, 2011.

Betty Valenti President

Ryan Shears Secretary

COMMUNITY SPIRIT COMMITTEE CHARTER RESOLUTION

WHEREAS SECTION 9 of the Bylaws for South Hampton Town Home Association provides for the creation of committees as deemed appropriate by the Board of Directors; and

WHEREAS, the Board of Directors has identified the need to create a Community Spirit Committee within South Hampton,

NOW THEREFORE, the Community Spirit Committee shall be created for the purpose as stated below and to work within the parameters as described in this charter.

The purpose of the committee is to foster a sense of community within South Hampton. This is accomplished through communications (newsletter and web-site) and community wide events such as holiday parties, community garage sales, Community Beautification Day, block parties and contests.

This committee will serve as an advisory committee to the Board of Directors and shall consist of three to fifteen residents. A member of the Board of Directors shall be designated to approve all communications prior to distribution to the community. All community activities must have the approval of the Board prior to implementation.

The Committee shall hold meetings no less than bi-monthly. There shall be a Chairman and a Recording Secretary. The Recording Secretary for the Committee shall take minutes of the meeting and provide a copy to the Board of Directors and Management within five days of the meeting.

A written report of all activities and recommendations will be provided to the Board one week prior to the regularly scheduled Board of Directors meeting. A Committee Member will be in attendance at the Board meeting to provide information to the Board as requested.

All newsletters must receive prior approval from the designated member of the Board of Directors before printing and mailing occur.

The Committee will provide updates to the website as required by the Board of Directors or Management. The Board of Directors shall select a webmaster. The webmaster shall check in with the Manager at least monthly to inquire about updates needed on the website. No postings may be made to the website without written copy approval signed by the designated Board member or management.

All meetings of the committee shall be open for any member of the Association to attend. Guests at a meeting shall not have a vote on business being conducted nor shall they interrupt the business meeting procedures in any way. The Committee Chairman may invite comments from guests at the meeting but the committee will not be required to take an action on any comments made.

ESSENTIAL FUNCTIONS:

1. Develop an overall communications plan to inform residents of current community happenings, archive important information on the website, and ensure that those desiring information understand how to find it.

2. Produce a newsletter that will be distributed on a monthly or bi-monthly basis as determined by the Board and Committee jointly.
3. Determine if advertising to offset copy costs is appropriate and make recommendations to the Board on amount to be charged for advertisements. The committee will be responsible for securing advertisements for the newsletter.
4. Maintain the community website that will serve as an archive of community documents and information.
5. Organize an email buddy system to ensure that those without emails will receive current information.
6. Maintain and update a phone tree to pass information of an immediate nature throughout the community.
7. Determine methods of facilitating community spirit, unity, etc. and once approved implement.
8. Determine methods of presenting the South Hampton community in a positive light throughout the local community and Hillsborough County.
9. Plan and publish the annual calendar of events which should include regularly scheduled Board and Committee meetings, special community events, annual meetings, etc.
10. Assist management in the development of a bi-annual member satisfaction survey.
11. Plan and implement community wide events such as socials and community garage sales. In most cases the events shall be self sustaining.
12. Welcome all new residents to the community.
13. Perform any other responsibilities as may be assigned from time to time by the Board of Directors.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to be creative, plan events and encourage people to attend the events.
2. Ability to communicate effectively in verbal and written formats.
3. Ability to work as a team player and contribute to a process that protects and enhances the community as a whole.

DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS:

1. Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: Chairperson, Vice-chairperson, Treasurer and Secretary. Their respective duties and responsibilities are outlined below.

Chairperson:

1. Shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
4. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

Vice-chairperson:

1. Shall assist the chairperson during the committee meetings. In the absence of the chairperson, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
2. In the absence of the chairperson, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
3. Shall be present at committee meetings and in the absence of the chairperson, be present at the Board of Directors meetings at which a report of activities shall be presented.
4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Treasurer:

1. Shall be responsible for keeping an accurate accounting of expenses income using an Excel Spreadsheet.
2. Shall keep a copy of all receipts and deposits of funds spent for events and communication activities for the committee records.
3. Shall provide all original receipts to the Community Manager as documentation for association records.
4. Shall provide a financial report to the committee members, Community Manager and/or Board of Directors at each meeting of the committee or at the request of the Community Manager.
5. Following adopted procedures, shall request funds from the Community Manager and provide back up documentation (receipts) for all funds expended on committee events and communications.
6. Shall deposit any funds remaining from a planned event or profits from an event with the Community Manager and obtain a receipt for the deposited funds. This receipt shall be kept as a part of the Treasurer's files.
7. Shall assist in keeping the committee within their budget for each planned activity.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the meeting, call the meeting to order and conduct the meeting.
4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.

INDEMNIFICATION:

Any member of this Committee, determined by the Board of Directors to be acting within the authority defined in this charter, shall be indemnified by the Association against all

expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding brought by a member of the Association by reason of his/her being a member of this Committee.

Approved at a duly held meeting on the 7th day of February, 2011.

Betty Valenti President

Ryan Shears Secretary

COVENANTS ENFORCEMENT COMMITTEE CHARTER

WHEREAS Section 19.6 of the Declaration of Covenants, Conditions and Restrictions for South Hampton Town Home Association and Florida Statute 720 have provided the Association with the power to enforce the Association's governing documents by levying reasonable fines against a Member for any violation of the Bylaws; the Declaration of Covenants, Conditions, and Restrictions and the adopted Rules and Regulations of the Association, committed by such Member or any occupant of the Home owned by the Member, and

WHEREAS Section 9 of the Bylaws of South Hampton Town Home Association allows for the Board of Directors to appoint committees as may be deemed appropriate to carry out the purpose of the Association,

NOW, THEREFORE, LET IT BE RESOLVED THAT a Covenants Enforcement Committee (Committee) will be created consisting of three (3) to nine (9) Members of the Association who are not officers, directors or employees of the South Hampton Town Home Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association and that the published Guidelines and Schedule of Fines will be adopted and adhered to:

DUTIES AND FUNCTIONS OF THE COMMITTEE:

The Committee shall consist of three to nine members who will be trained in the hearing process. This committee will be a standing Committee of the Board of Directors with specific delegated authority. The Committee's primary purpose is to conduct hearings and render decisions regarding the issuance of citations and imposition of penalties for violations of the Association's Covenants and Rules and Regulations and to do so consistently and impartially.

1. The Committee shall follow the Covenant's Enforcement Policy as adopted by the Board of Directors and published in the Standards for Community Living.
2. Committee Members shall review all information provided by Community Manager concerning the issuance of citation and if appropriate, visually review the violation on the resident's property prior to the meeting.
3. Listen attentively and with an open mind to residents who appear before the committee.
4. At conclusion of hearing, render written decision either upholding or rejecting the original citation and accompanying penalty. Deliver opinion to Community Manager follow up as directed.
5. The Committee Members shall hold all information regarding violations and hearings in confidence and shall not discuss with anyone who is not a Committee Member.
6. Track violations of Rules and Regulations by member and category.
7. The Committee shall make recommendations to update the Schedule of Fines to the Board of Directors.
8. The Committee shall make any recommendations to amend or modify the Association's recorded documents to the Board of Directors.
9. Any policies, rules or regulations that the Committee feels are not clearly defined will be reported to the Board of Directors as soon as possible. This includes

recommendations for new rules or additional policies that may need to be considered.

10. The Committee shall perform any other responsibilities as may be assigned from time to time by the Board of Directors.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Ability to listen and logically decipher the facts.
2. Ability to interpret Rules and Regulations on a consistent basis.
3. Ability to communicate effectively in verbal and written formats.
4. Ability to work as a team player and contribute to a process that protects and enhances the community as a whole.
5. Committee members may not be related to any Board member.

DUTIES AND RESPONSIBILITIES OF COMMITTEE OFFICERS:

Elections shall be held at the first Committee meeting of the year or prior to the annual meeting of the members of the Association each year, whichever occurs first. Officers shall be as follows: chairperson, vice-chairperson and secretary. Their respective duties and responsibilities are outlined below.

Chairperson:

1. Shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
2. Act as a liaison between the committee, the Board of Directors and the Community Manager. Shall be present at committee meetings and Board of Directors meetings at which a report of activities shall be presented.
3. Shall forward all reviewed applications, recommendations and such to the Community Manager and/or Board of Directors.

Vice-chairperson:

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4. In the absence of the chairperson, shall forward all reviewed application, recommendations and such to the Community Manager and/or Board of Directors.

Secretary:

1. Shall record and keep comprehensive and complete minutes of all committee meetings.
2. Shall forward the minutes to the committee members, Community Manager

- and/or Board of Directors.
3. In the absence of the chairpersons, shall designate the time and place of the meeting and call the meeting to order and conduct the meeting.
 4. In the absence of the chairpersons, shall act as a liaison between the committee, the Board of Directors and the Community Manager.
 5. Shall be present at committee meetings and in the absence of the chairpersons, be present at the Board of Directors meetings at which a report of activities shall be presented.

INDEMNIFICATION:

Any member of this Committee, determined by the Board of Directors to be acting within the authority defined in this charter, shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred or imposed upon him/her in connection with any proceeding brought by a member of the Association by reason of his/her being a member of this Committee.

Approved at a duly held meeting on the 7th day of February, 2011.

Betty Valenti President

Ryan Shears Secretary



Emergency Preparedness Plan

EMERGENCY PREPAREDNESS PLAN FOR SOUTH HAMPTON TOWN HOME ASSOCIATION, INC.

INTRODUCTION

The purpose of this Emergency Preparedness Plan is to create guidelines for use in an emergency situation that might occur. These guidelines are designed to assist in preparation, mitigation, response and recovery from an emergency event. It has been prepared from various sources of information and is by no means complete and/or comprehensive. These guidelines will evolve as the plans are reviewed and revised annually in order to integrate the best available information. The guidelines as presented cover the following situations:

- Crime
- Fire or Bomb Threat
- Floods
- Hazardous Materials
- Hurricanes and Tropical Storms
- Power Failures of Extended Lengths
- Tornadoes and Storm Events

OBJECTIVES

The guidelines will establish an organization of leadership and assign responsibilities to various leadership positions. The guidelines include checklists to assist in implementing the emergency plan and a form to be completed that will list information for the communities' contacts.

The objectives of the plan are to:

- Protect the well being of the community's residents
- Minimize the loss of community owned property
- Facilitate timely recovery of community functions
- Minimize the critical decisions to be made in a time of crisis.

THE EMERGENCY RESPONSE TEAM AND EMERGENCY PROCEDURES MANUAL

The community manager, board of directors and the Community Spirit Committee will be the Emergency Response Team (ERT). The ERT should review the community's emergency preparedness plan on an annual basis and adjust as needed. The manager should provide for any necessary training for the ERT to ensure that the team is knowledgeable of how to perform their duties.

An Emergency Procedures Manual for ERT members will be created. It will contain the following information:

- Emergency contact information for residents within South Hampton. This information is confidential and should not be shared with anyone that is not a member of the ERT. Information should be updated on an annual basis
- The guidelines to be followed in the named emergencies
- Assignment of duties in implementing the emergency plans

- Any and all information the ERT or manager might need in the event an emergency occurs
- An up-to-date list of all vendors that might be needed for clean-up and repairs, to include contact information and services they provide
- Insurance information and contact information for agent
- ERT member contact information
- Emergency contact numbers (i.e. Sheriff's office, Fire Dept., etc.)
- Flow chart of chain of command during the emergency
- Reporting and documentation procedures to include forms for use in documentation and reporting
- Steps for restoring the property after the emergency
- Location of local emergency shelters and directions to the shelter. Location of nearest emergency shelter that accept pets. Location of nearest emergency shelter that can accommodate special needs of evacuees.
- Map of and/or directions for evacuation routes in case of mandatory evacuation.

CRIME

Natural disasters can frequently be predicted so that people have some time to prepare. But criminals and terrorists strike without warning, making it essential to have in place well-planned responses to such events. It is equally important for communities to have a plan in place for day to day crime related issues such as gang and/or drug related activity that may be occurring within the community boundaries, vandalism and other types of criminal activity. Listed below are recommendations to follow:

- The Community Spirit Committee will work through the local law enforcement agencies to keep the community aware of potential threats
- The ERT will maintain a data base of telephone numbers and e-mail addresses for all residents to create a telephone tree and e-mail group – this will aide in disseminating information quickly
- The Association's annual budget should provide for funding of events and publications that will foster community awareness
- Residents should be encouraged to report any suspicious activity to the local law enforcement and to alert the ERT. Based upon the incident being reported, the ERT may communicate warnings through the telephone tree, web-site and/or e-mail alerts and/or published flyers or newsletters
- Respond to graffiti and vandalism quickly – do not let evidence linger in order to discourage others from copying the crime

FIRE AND BOMB

Evacuations in response to fire and/or potential explosive devices will be at the direction of Fire and Rescue and Police staff (rescue responders) on the scene. If it is necessary for the residents to evacuate a home or the community, they will follow the instruction provided by the rescue responders. Once it is determined to be safe for residents to re-enter the community or home, they will be informed by the rescue responders on-site or by public announcement.

Protective measures that the ERT can perform are:

- Professional inspections of fire hydrant equipment on an annual basis

- Ensure that ingress/egress access gates are functioning properly by having a professional perform routine inspections and preventative maintenance

FLOODS

The ERT should be aware of the community's location and determine if it lies within a flood zone. When public notice is given that there may be flooding in the area, the following actions should be taken:

- Have all back-flow valves and storm drains checked and any blockage cleared
- Identify any electrical equipment (i.e. motors, switches, etc.) that can be deactivated and relocate to a safer area
- Residents should evacuate as directed by public officials notice

After the flood waters have resided:

- Secure the site and survey the damage
- Evaluate and address all safety hazards (i.e. live wires, leaking gas, flammable liquids, etc.)
- Have electrician verify safety of electrical components before re-energizing
- Once the site is deemed "safe", have contractors begin clean-up and repairs
- Contact utility companies for information about access to gas and electrical services
- Photograph all damage and contact insurance company
- Take steps to perform temporary repairs to mitigate the damage
- Begin salvage and cleaning operations immediately

HAZARDOUS MATERIAL LEAKS AND SPILLS

In instances where there is a spill/release of hazardous materials, evacuations will be limited to the geographic area and adequate safety zones affected by the substance. Residents will be informed of such an event by public announcements on radio and television or by the Fire or Police Department that responds to the emergency. Residents will be notified in the same manner when it is safe to return to their homes.

Service providers for residents and the community association often bring hazardous materials such as pesticides, chlorine and other chemicals into the community as they service their customers. Should a spill or release occur, witnesses should immediately contact the Fire Department and request a hazmat team to respond. Hazardous materials incidents may result in contamination of air, water and/or soil. The hazmat team will clean the area as required by governmental regulations. The hazmat team will decide if and when an evacuation is necessary and make specific announcements regarding evacuation, when it is safe to return and if any special precautions need to be taken.

HURRICANES AND TROPICAL STORMS

Hurricane season is from June through November. The National Weather Service issues hurricane and tropical storm watches and warnings. A watch means that hurricane conditions or tropical storm conditions are possible but not imminent. At the time that the National Weather Service issues a hurricane or tropical storm warning, an emergency condition should be declared. At this time, there is approximately 24 – 36

hours to prepare. The ERT leader has the authority to implement the Emergency Preparedness Plan.

At the beginning of hurricane season, the following should be done:

- Identify all critical areas of the community and be sure that someone is trained on shutdown procedures and authorized to implement them
- Update and publish all contact information for the ERT members, civil authorities, etc.
- Arrange for an off-site emergency communications center
- Arrange with contractors for supplies and repairs after the storm
- Inspect all fire protection equipment
- Identify and consider removal of trees that could fall and cause damage to buildings, power lines, equipment, etc.
- Plan for site security after the storm

Once a Hurricane or Tropical Storm warning has been issued, the following procedures should be implemented:

- Locate and secure any loose furnishings or equipment that may be on the grounds. Examples include lawn furniture, trash cans, pool equipment, etc.
- Preparation for windstorm related flooding should be implemented
- Clean drains and catch basins
- Shut down all non-critical and nonessential electrical equipment
- Brace and/or anchor all outdoor signs
- Remove all debris and relocate all nonessential equipment to a safe indoor location
- Residents should evacuate the community as directed by Fire and Police Departments

After the storm, the ERT should act quickly to:

- Secure the site and survey any damage that may have been done
- Evaluate and address all safety hazards
- Inspect for compromised electrical systems and fire protection systems and arrange repairs if necessary
- Document damages with photos and contact insurance company
- Contact contractors to begin repairs
- Implement temporary repairs to mitigate damages until permanent repairs can be made

POWER FAILURES OF EXTENDED LENGTH

Electrical failures occur for various reasons such as grid failures, fire or accidents. Following a storm event, there may also be power failures of extended length. It is important that plenty of emergency lighting is on hand – preferably battery powered. In the event of a prolonged power outage,

- ERT should determine the extent of the outage (one street or whole community, etc.) and notify the electrical provider
- Be alert for downed power lines
- If the power outage affects the community's lift station, notify residents that they should not flush toilets or use water unnecessarily as this may cause potential sewer back ups

- If the electrical provider indicates that the outage will last for an extended period, shut down electrical equipment in order to protect them from a power surge at the time the power is restored

After the power has been restored, the ERT should turn on electrical equipment and determine if there is property damage. Timers for the irrigation system and access gates may require resetting.

TORNADOES AND OTHER STORM EVENTS

Tornadoes and thunder storm events occur with little, if any, warning and often in conjunction with one another. After the tornado or storm event has passed, the ERT should:

- Search for and provide care to injured persons
- Contact emergency agencies as necessary
- Inspect property and note hazards, damage and repairs needed
- Take photos of any damages and notify the insurance company
- Contact vendors to implement necessary repairs

NOTE:

All residents of South Hampton are encouraged to create an Emergency Procedures Manual for their home and should review this manual often with each occupant of the home. Suggested information that should be maintained in the homeowner's manual are:

- General description and photos of home and contents
- List of the home's safety features, including their location and how to operate them (i.e., fire extinguishers, fire sprinkler system)
- Building system information (i.e. location of water shut-off valves, gas and/or power shut off, etc.)
- An up-to-date list of all vendors that might be needed for clean-up and repairs, to include contact information and services they provide
- Insurance information and contact information for agent
- List of any hazardous materials stored on the property
- ERT contact information
- Emergency contact numbers
- Location of local emergency shelters and directions to the shelter. Location of nearest emergency shelter that accept pets. Location of nearest emergency shelter that can accommodate special needs of evacuees.
- Map of and/or directions for evacuation routes in case of mandatory evacuation.
- Although these guidelines were created for the ERT, most items will apply and can be adapted to a resident's Emergency Procedures Manual.



Standard Association Forms

SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.

ALTERATION APPLICATION

OWNER'S NAME: _____ DATE: _____

ADDRESS: _____ BLOCK: _____ LOT: _____

PHONE: _____ EMAIL: _____

Please describe in detail the type of proposed alteration, materials to be used, etc. if more space is needed, you may attach additional pages to this form.

All applications requesting approval for any alteration which occurs outside the exterior walls of the building **MUST BE ACCOMPANIED BY A COPY OF YOUR LOT SURVEY WITH THE ALTERATION DRAWN ON IT, SHOWING LOCATIONS, DISTANCES AND DIMENSIONS. INCLUDE A SKETCH INDICATING SIZES, HEIGHTS, MATERIALS, COLORS, TYPE OF CONSTRUCTION AND OTHER PERTINENT INFORMATION AS MAY BE NECESSARY. IF THIS INFORMATION IS NOT INCLUDED, YOUR REQUEST WILL BE RETURNED TO YOU.**

If approval is granted, it is not to be construed to cover approval of any County or City Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. The Architectural Control Committee (ACC) shall have no liability or obligation to determine whether such improvement, alteration and/or addition comply with any applicable law, rule, regulation, code or ordinance. It is the owner's responsibility to ensure that they are in compliance with any applicable law, rule, regulation, code or ordinance.

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant, their heirs and assigns thereto, hereby assume sole responsibility for the repair, maintenance and/or replacement of any such change, alteration or addition. IT IS UNDERSTOOD AND AGREED, THAT SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC. IS NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, MAINTAIN AND/OR REPLACE ANY SUCH APPROVED CHANGE, ALTERATION OR ADDITION, OR ANY STRUCTURE OR ANY OTHER PROPERTY. THE HOMEOWNER AND THEIR ASSIGNS ASSUMES ALL RESPONSIBILITIES FOR ANY CHANGE, ALTERATION OR ADDITION AND ITS FUTURE UPKEEP AND MAINTENANCE.

I agree not to begin the proposed alteration or any other property improvements requiring approval from the ACC. until the ACC notifies me in writing of their approval and any conditions attached to the approval. I understand that all approvals automatically incorporate the conditions set forth in the Book of Standards for Community Living, current edition. I understand that the ACC has **up to forty-five days,**

from receipt of a complete application, including all required accompanying information, to process, review and either approve or disapprove this Alteration Application. If any change is made that has not been approved, the ACC has the right to require me to remove the improvement from my property. I understand that a review fee will be charged against my account for any alterations made to my property prior to obtaining approvals and conditions from the ACC.

ALTERATION APPLICATIONS must be submitted for, **but are not limited to**, the following items:

1. Any change, alteration or addition to the exterior of the dwelling, or other existing structure, or the addition of new structures or property
2. Fence installations.
3. Any gas or fuel tanks whether above ground or buried.
4. Screen enclosures.
5. Satellite dishes.
6. Landscaping changes (such as adding plants and installing lawn ornamentation.)

PLEASE NOTE: WHEN IN DOUBT CALL SPECIALITY MANAGEMENT COMPANY AT (800) 962 – 2622 FOR CLARIFICATION BEFORE STARTING ANY PROJECT ON THE EXTERIOR. THE ABOVE LIST IS JUST A SAMPLE AND NOT INTENDED TO INCLUDE EVERY POSSIBLE SCENARIO OR SITUATION.

DATE: _____ OWNER'S SIGNATURE: _____

DATE: _____ OWNER'S SIGNATURE: _____

ACTION TAKEN BY THE ASSOCIATION:

DATE: _____ APPROVED: _____

APPROVED WITH CONDITIONS: _____ see attached conditions

NOT APPROVED: _____

Authorized Signature for the Architectural Control Board

Return completed application to:

Specialty Management Company of Central Florida, Inc.
882 Jackson Ave.
Winter Park, FL 32789
Telephone: (800) 962 - 2622 Facsimile: (407) 647 - 3226

SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.
REQUEST FOR ACCESS TO ASSOCIATION BOOKS & RECORDS

Member name: _____ Date: _____

Address: _____

Telephone Number: _____

Pursuant to Florida Statute 720.303, I hereby request that the South Hampton Town Homes Association (the "Association") provide access to the books and records of the Association.

1. The books and records that I wish to review are (attach separate piece of paper if necessary):

a. _____

b. _____

c. _____

2. I certify that my request to review the books and records of the Association is for a proper purpose related to my Membership in the Association, and that this request is not for commercial purposes or my personal financial gain. Specifically, my reason for wanting to review the books and records of the Association is as follows:

3. I acknowledge and accept the Association's records access and inspection procedures. I acknowledge and accept that the books and records of the Association will be made available to me only at such time and place as the Association's policy provides, and that there may be a cost associated with making these documents available to me. I agree to pay any costs associated with reviewing the books and records of the Association, including but not limited to the actual and reasonable costs of labor and photocopying material. I further acknowledge that these costs may be required of me prior to reviewing the books and records.

Member signature _____ Date _____

Note: Per Florida Statute, this request must be submitted via certified mail, return receipt requested.

SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.
Volunteer Information Form

1. Name: _____
2. Address: _____
3. Phone: _____ Fax: _____
4. E-mail: _____
5. I have been a member of the Association since: _____
6. I wish to be a Volunteer for (choose one) ___ Architectural Control Committee
 ___ Board of Directors
 ___ Covenants Enforcement Committee
 ___ Community Spirit Committee
 ___ Maintenance Advisory Committee
7. I have volunteered with the following organizations (include offices held):

8. My qualifications to be a Volunteer with this committee or a candidate for the Board of Directors include: _____

9. I would like to be considered as a Volunteer or Board candidate because: _____

10. If appointed to the selected committee or elected to the Board of Directors, I would: _____

11. I have read, understand, and will abide by the Volunteer's Code of Conduct as published in the South Hampton Town Home Book of Standards for Community Living. ___ Yes ___ No

Signature

Date

This Instrument Prepared by and Return to: Knox Levine, P.A.
Address: 36354 U.S. Hwy 19 N, Palm Harbor, FL 34684

CERTIFICATE OF AMENDMENTS TO THE BOOK OF STANDARDS FOR COMMUNITY LIVING FOR SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached Seventh, Eighth, and Ninth Amendments to the Book of Standards for Community Living for South Hampton Town Homes Association, Inc. were duly approved at meetings of the Board in the manner required by the Association's Declaration and/or Bylaws on December 1, 2020. Such Standards were not previously required to be recorded. The Book of Standards for Community Living are enacted and amended pursuant to the Association's Declaration and/or Bylaws as amended and restated and recorded at Official Records Book 20288, Page 169, et. seq. of the Public Records of Hillsborough County, Florida, and as amended from time to time.

IN WITNESS WHEREOF, we have affixed our hands this 15 day of December 2020 at Hillsborough County, Florida.

WITNESSES

D DAMIAN SANTIAGO
Signature of Witness #1

D DAMIAN SANTIAGO
Printed Name of Witness #1

Bryan Levine
Signature of Witness #2

Bryan Levine
Printed Name of Witness #2

SOUTH HAMPTON TOWN HOMES ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: [Signature]
Kyle Eakin, President

Attest: [Signature]
Angela Wright, Secretary

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

BEFORE ME, the undersigned authority, personally appeared Kyle Eakin and Angela Wright, to me known to be the President and Secretary, respectively, of South Hampton Town Homes Association, Inc., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this _____ day of December 2020.



BRYAN B. LEVINE
Commission # GG 323135
Expires August 12, 2023
Bonded Thru Budget Notary Services

[Signature]
Notary Public
My commission expires: 8/12/2023
Printed Name: Bryan Levine



South Hampton Town Homes Association, Inc.

Book of Standards for Community Living

Seventh Amendment

[amended on December 1, 2020]

The following is an amendment to the Book of Standards for Community Living of South Hampton Town Homes Association, Inc. originally adopted on February 7, 2011, and as subsequently amended.

New Wording Double Underlined; Deleted Wording ~~Stricken Through~~ (Except when amendment involves substantial rewording):

Site Improvement Standards – S. Flags – Federal, State, Military (Page 25-26) is amended to read as follows:

S. Flags – Federal, State, Military

1. In accordance with Florida Statutes 720.304, any homeowner may display one portable, removable official flag not larger than 4½ feet by 6 feet, United States flag or one official flag of the State of Florida in a respectful manner, and one portable removable official flag not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard or a POW-MIA flag.
2. Flagpoles may be mounted to the house directly to the left or right of the front door or ~~on the garage centered in the middle of the garage above the garage doors~~ to the left or right of the garage door ornamental light, on the side of the house where the walking path to the front door exists. Placement in the same location on the perpendicular wall will also be permitted. For questions or clarification on placement, please contact the Architectural Control Committee (ACC). Flagpoles attached to the house may not exceed 5 feet in length and may not obstruct pedestrian traffic.
3. When mounted on the house, flags must be flown on a pole in an outward fashion from the house. The American flag, state of Florida flag, Military Service or MIA flags which are no larger than 4½ feet by 6 feet, attached to the house in the above locations shall be permitted without ACC approval.
4. A free standing flag pole, not to exceed twenty feet (20') in height, may be installed in a location that does not interfere with the line of sight at an intersection, is not within an easement and does not present a hazard to drivers or pedestrians. The pole must be constructed of high pressure fiberglass or anodized aluminum and be bronze or black in color. Based upon South Hampton's geographic location, the flag pole must be able to withstand constant or steady wind speeds of 130 mph. An alteration application must be submitted to the ACC showing the location of the installation, color and material composition of the flag pole and the wind speed specifications for the pole chosen. The pole must be installed per the instructions provided with the pole and must be concreted into the ground.



South Hampton Town Homes Association, Inc.

Book of Standards for Community Living

Seventh Amendment

[amended on December 1, 2020]

5. The U. S. flag shall be flown in accordance with the requirements of the United States Flag Code. In no instance shall the flag be flown in violation of Section 720.304, Florida Statutes.
6. No other flag of any sort may be displayed along with the United States flag or in lieu thereof except for State of Florida, Military, and POW- MIA flags. They shall be no larger than the American flag nor shall they be flown above the American flag.
7. Flags shall be replaced if faded, tattered, or in poor condition
8. Flag poles and flag attachments will be kept in a clean and maintained condition.

END OF AMENDMENT



South Hampton Town Homes Association, Inc.

Book of Standards for Community Living

Eighth Amendment

[amended on December 1, 2020]

The following is an amendment to the Book of Standards for Community Living of South Hampton Town Homes Association, Inc. originally adopted on February 7, 2011, and as subsequently amended.

New Wording Double Underlined; Deleted Wording ~~Stricken Through~~ (Except when amendment involves substantial rewording):

Site Improvement Standards – AA. Holiday Decorations (Page 28-29) is amended to read as follows:

AA. Holiday Decorations

1. Holiday displays in the front entryway and on the front door, along with traditional holiday lighting do not require approval from the ACC.
2. Holiday lights and decorations shall not create a nuisance to the adjacent residents or the community.
3. Holiday lights to celebrate Christmas, or similar holiday, may be installed commencing on Thanksgiving and shall be removed no later than January 15th of the following year. Holiday lights to celebrate Diwali, or similar holiday, may be installed 15 days prior and must be removed five (5) days after. Brackets, clips or other holders for holiday lights that are installed on the house must be removed at the time that the lights are removed.
4. No more than 1 individual inflatable display item is permitted for any holiday.
5. Any holiday displays other than those defined here will require the approval of the ACC.

[Please refer to chart on next page.]



South Hampton Town Homes Association, Inc.

Book of Standards for Community Living

Eighth Amendment

[amended on December 1, 2020]

Holiday	Installation (no earlier than)	Removal (no later than)
Valentine's Day	15 days prior	5 days after
St. Patrick's Day	15 days prior	5 days after
Easter	15 days prior	5 days after
Memorial Day	15 days prior	5 days after
Independence Day	15 days prior	5 days after
Halloween	15 days prior	5 days after
Veteran's Day	15 days prior	5 days after
<u>Diwali</u>	<u>15 days prior</u>	<u>5 days after</u>
Thanksgiving Day	15 days prior	5 days after
Hanukkah	15 days prior	15 days after
Christmas	Thanksgiving Day	15 days after

END OF AMENDMENT



South Hampton Town Homes Association, Inc.

Book of Standards for Community Living

Ninth Amendment

[amended on December 1, 2020]

The following is an amendment to the Book of Standards for Community Living of South Hampton Town Homes Association, Inc. originally adopted on February 7, 2011, and as subsequently amended.

New Wording Double Underlined; Deleted Wording ~~Stricken Through~~ (Except when amendment involves substantial rewording):

Introduction (Page 2) is amended to read as follows:

South Hampton Town Homes Association, Inc *Book of Standards for Community Living*

THE ASSOCIATION

Introduction

The community of South Hampton is a townhome community that will be comprised of 164 Units. M/I Homes of Tampa, LLC assumed Declarant Rights in 2010. South Hampton is envisioned to be a community where residents can live and play in harmony with others.

In order to preserve, protect and enhance the property values of those who purchase homes within the community of South Hampton, the South Hampton Town Homes Association (Association) was created. All Owners of property within the South Hampton community are Members of the Association. This Membership includes certain mandatory obligations, financial responsibilities and a commitment to abide by the deed (use) restrictions and rules of the Association.

~~All Owners of property within South Hampton are also Members of the Hampton Master Property Association, Inc. ("Master"). Other Members of the Master are the Owners of property within West Hampton Homeowners Association. The Master owns the private portion of Repron Boulevard, the right of ways and the playground located near the entry to West Hampton. This Association was created to provide maintenance for the areas common to both the South Hampton and West Hampton communities. These maintenance responsibilities include the entry features located at Race Track Road, the median on Repron Boulevard and the common areas owned by the Master Association.~~



South Hampton Town Homes Association, Inc.

Book of Standards for Community Living

Ninth Amendment

[amended on December 1, 2020]

The purpose of this Book of Standards is to provide an explanation of the Association's Governing Documents and to give the Members an overview of how the Association functions in an easily understood format. This book will review the rights and obligations of Members and leaders of the Association and present a compilation of the Association's adopted community standards, policies, rules and regulations.

Mission of the South Hampton Town Homes Association

- To maintain, protect and enhance the value of the homes and common property within South Hampton.
- To foster a sense of community among the Members.
- To pursue excellence in all that the Association does.
- To build a community that is based upon principles, values and respect for one another.
- To record and manage this vision through a system of governance that respects this perspective.

END OF AMENDMENT