

HAMPTON MEWS OF ST. ANDREWS EAST ASSOCIATION, INC.

RULES AND REGULATIONS

November 5, 2008

TABLE OF CONTENTS

INTRODUCTION
LIVING CONDITIONS
MAINTENANCE AND SERVICE RESPONSIBILITIES
EXTERIOR APPEARANCE, LANDSCAPING AND MODIFICATIONS
CONSIDERATION OF OTHER UNIT OWNERS
ACCESS TO UNITS BY THE PROPERTY MANAGER
SECURITY AND SAFETY
RENTALS
PETS
FEEDING OF WILDLIFE
TRASH COLLECTION
VEHICLE PARKING
LAWN ART
GRILLES
SIGNS
ANTENNAS AND SATELLITE DISHES
WINDOW TREATMENTS
HOLIDAY DECORATIONS
SELLING UNIT
GARAGE/YARD SALES
DRESS CODE
STORM SHUTTERS
AWNINGS
AIR CONDITIONERS
VIOLATIONS
RESPONSIBILITY FOR ASSESSMENTS OR FINES

APPENDICES

APPENDIX A: RESPONSIBILITIES
APPENDIX B: ARCHITECTURAL CHANGE FORM
APPENDIX C: REPLACEMENT OF DEFECTIVE LIGHT BULBS AND SENSORS
APPENDIX D: APPLICATION FOR PURCHASE / TRANSFER / LEASE
APPENDIX E: STORM SHUTTERS GUIDELINES
APPENDIX F: GUIDELINES FOR AWNINGS

HAMPTON MEWS EAST RULES AND REGULATIONS

INTRODUCTION

It is not the intention of the Association to have onerous regulations, but to provide guidelines for community living that show consideration for our neighbors, provide some measure of security for our property and protect the value of our investment. If you have any questions or concerns about these rules and regulations, please feel free to discuss them with a board member or attend one of our board meetings. The Board will be glad to have your input at any meeting after they have completed their scheduled agenda.

This set of rules and regulations are the result of research and discussion by the Board assisted by other volunteer members of our community. They are not perfect and most likely they will be reviewed and updated many times over the years, but at this time we believe that they are consistent with the Florida Condominium Act, the declaration of condominium, the article of incorporation, or the bylaws for Hampton Mews of St. Andrews East Association, Inc.

LIVING CONDITIONS

Condo living and ownership is different from living in a house. You are free to make changes to the interior, having received the proper permits, as long as it does not affect the structural integrity of the whole building. However, once you step outside of those walls there are some restrictions. That is the purpose of these rules and regulations. Above all, all residents, guests and visitors are to use common sense, respect, courtesy and cooperation to make this community a safe and friendly neighborhood.

MAINTENANCE AND SERVICE RESPONSIBILITIES

Unlike living in your own house, there are shared maintenance and service responsibilities between our Association, the Developer, The Plantation Management Association and the homeowner. To help you understand who does what, the responsibilities are outlined in Appendix A.

EXTERIOR APPEARANCE, LANDSCAPING AND MODIFICATIONS

Architectural Change forms are available from the property manager and must be filled out and submitted with any drawings, contracts, brochures etc for any change to the exterior of your unit or landscaping additions or deletions. See Appendix B for a sample form. The Architectural and/or the Landscaping Committees and the Board of Directors will then review these changes. Any structural changes such as extending lanais will require the contractor to provide a Certificate of Liability. Further, any landscaping damage is the sole responsibility of the unit owner to restore to its original condition.

If approval is given for landscaping changes, the Association is responsible for maintenance so that it conforms to established standards. The Association will replace dead shrubs within the common elements that were planted by the Developer or Landscaper. If a homeowner plants extra plantings within the common elements without the Association's approval, that homeowner is responsible for their maintenance. Also, please be aware that those plants may be subject to repositioning or removal if they are deemed to be not in keeping with the general look and appearance of the community or if they are a hindrance to the Landscaper's crew efficiently performing their duties. The definition of "common elements" can be found in Paragraph 6 in the Declaration of Condominium of Hampton Mews of St. Andrews East.

CONSIDERATION OF OTHER UNIT OWNERS

No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the dwelling units or do or permit anything to be done which will interfere with the rights, comforts or convenience of other unit owners.

ACCESS TO UNITS BY THE PROPERTY MANAGER

The Florida Statutes on Condominiums clearly states that a condo Association must have access to each unit when necessary for maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association.

Therefore, The Association must have a key and alarm code, if any, to all units. Entry will only be by agents of the Association or workers authorized by the Association accompanied by the property manager. Entry will be prearranged with the owner at a reasonable hour of the day except under circumstances deemed an emergency by the Association, in which case access is deemed permitted at any hour.

SECURITY AND SAFETY

Because many of our homes are not occupied on a year round basis and we live in an ongoing construction area, security and safety are of prime importance. Please pay special attention to the following security and safety measures:

If you are leaving for any lengthy period of time, be sure to make arrangements to have a neighbor or friend pick up your newspaper or stop delivery and bring in your trash barrels.

If you are planning to leave for the day and put your trash out early, this could be a sign that the home is unoccupied.

Garage doors must be kept closed for security and aesthetic reasons, as well as to keep animals out. Snakes and even alligators have been found in many open garages throughout the Plantation community.

In the event that our area is threatened by a hurricane, tropical storm with high winds or if the home will be vacant for more than 2 weeks, homeowners must

remove all furniture, grills, plants, decorative items, hoses and anything else that could be blown around from their porches, lanais and other outside areas.

As we all know there are no streetlights within the Hampton Mews community and the only street lighting at night is provided by our garage light fixtures. Both from a community safety issue and an individual security issue the outside lights attached to our garage should be working properly all the time. Appendix C describes a process to help insuring that our garage lights work all the time.

As a reminder, Wackenhut Security has been hired to patrol 7 days a week from 6:00pm to 7:00am. Be vigilant and if you notice anything suspicious promptly call 921-4475 during the day-after 6:00 pm call 809-4632. In the event of an emergency, call 911 and follow instructions.

RENTALS

Application for the rentals must be obtained from the property manager and submitted to the board at least 5 days before signing a rental contract for their approval. See Appendix D for a sample Application Form.

All rentals require a three-month minimum duration. Known violations of this regulation will be handled in the following manner:

The unit owner will be notified of the violation via certified letter from the property manager. Upon receipt of the letter, the owner will have 14 days to address/correct the violation.

If the Board finds that a fine is justified, the Board may fine the unit owner \$100.00/day up to \$500.00 for the first offence and \$100.00/day up to \$1,000 for any additional offence.

PETS

Only one dog or cat of a small to medium size (not to exceed 25 pounds) is allowed in each unit (those owners having more than one pet at the time of purchase are permitted until such time as only one pet remains due to the passing of the other pet). Owners are expected to immediately clean up after outdoor exercising of their pets and dispose of properly. All pets must be under control and on a leash at all times outdoors.

FEEDING OF WILDLIFE

No feeding of alligators, birds or other wildlife. The unit owner is responsible to monitor their guests, particularly small children.

TRASH COLLECTION

Waste Management collects our trash each Friday. Trash and recyclables should be placed outdoors no earlier than 7:00 pm the night before and shall be removed from the curbside by

7:00 p.m. on the day of collection. However, be aware that if trash is not securely covered, animals are likely to get to it.

VEHICLE PARKING

You are not allowed to park overnight any commercial truck, boat, camper, motor home, trailer, mobile home, or similar vehicle in a driveway or common parking area, or place any vehicle on blocks. The Plantation Management Association (PMA) has overnight parking for such vehicles and the owner must make provisions for the appropriate parking.

Owners and renters must park their vehicles in the garage overnight unless there has been a recent move-in or in the case of short-term guests.

LAWN ART

Any and all “lawn art” is to be confined to the entrance inside foyer of your home. No “lawn art” is allowed on lawns or amongst plantings.

GRILLES

All grilles must be stored at the rear of the unit within the lanai area and covered when not in use. Propane gas or any flammable substance must never be stored in the garage.

SIGNS

Except for security signs, no signs are allowed other than an approved open house sign when the owner or realtor is actually in the unit. No sign shall be placed on common property of any of the associations other than what has been approved by the PMA for use on Saturday or Sunday only between the hours of 1:00pm and 4:00pm.

ANTENNAS AND SATELLITE DISHES

Any antenna, aerial or satellite dish to be installed outside of the unit must have the approval of the architectural committee as to size and location. Their recommendation will then be submitted to the board for their approval.

WINDOW TREATMENTS

All window treatments or blinds of any sort (including blinds on the lanais) must be white or light in color on the outside facing the exterior.

HOLIDAY DECORATIONS

Any holiday decorations must be removed within a week after the holiday. Decorations shall be limited to wreaths, decorative lights, etc., on lanais or hung on the front of the unit- nothing is to be erected on lawns or walkways.

SELLING UNIT

Application for the sale or transfer must be obtained from the property manager and submitted to the board at least 15 days before closing for their approval. See Appendix E for Application Form

GARAGE/YARD SALES

No garage or yard sales are permitted within the Community property.

SPAS/HOT TUBS

Spas and hot tubs must be caged and confined to the rear of the home and plantings or shrubs must enclose all outside equipment.

DRESS CODE

It is expected that shirts and tops will be worn in public at all times.

STORM SHUTTERS

The guidelines for installation of attachments to your home for protection against a storm are provided in Appendix F

AWNINGS

The guidelines for installation of an awning to your home are provided in Appendix G

AIR CONDITIONERS

No window air conditioners shall be installed in any home.

VIOLATIONS

Violations will be handled as described below.

If in the Association's opinion a violation is justified a warning letter will be sent. The violator has fourteen days to reply/appeal or 30 days to rectify the violation. If the violation is not rectified, the following fines may be levied on the property:

1st day - \$ 25.00, 2nd day - \$ 50.00, 3rd and each succeeding day - \$100.00, these fines will continue to accumulate up to a total of \$500.00 until the violation is corrected.

Fines for example, but not limited to, can be assessed for pet offences, parking violations, unapproved exterior changes or modifications, excessive noise, sign violations, etc.

RESPONSIBILITY FOR FINES

The Association may levy fines whenever it has been determined by the Board that a homeowner is in violation of the By-Laws and/or The Association's Rules and Regulations. The Association will afford its members an opportunity for impartial hearing before a committee of other unit owners. The committee's decision regarding payment of the fines will be final.

Each homeowner shall be responsible for the payment of fines pertinent to their residence. These costs will also include any late charges, costs of collection and enforcement of payment. Homeowners need to be aware that any levied fine remain the homeowner responsibility until it is paid in full and that late charges continue to be added each month until full payment is received and the debt is satisfied.

APPENDICES

APPENDIX A

HAMPTON MEWS OF ST. ANDREWS EAST ASSOCIATION, INC.

MAINTENANCE AND SERVICE RESPONSIBILITIES				
Item	Hampton Mews of St. Andrews East	Developer or St. Andrews East	Plantation Mgmt Assoc.	Homeowner
LANDSCAPING				
Developer or Association installed	X			
Homeowner installed WITH HOA approval	X			
Homeowner installed WITHOUT HOA approval				X
PEST CONTROL				
Inside homes	X			
Perimeter & lawn	X			
PAINTING				
Stucco walls	X			
Main door developer installed	X			
Main door homeowner installed				X
ROOF				
Replacement	X			
Repair - Unless negligence can be proven	X			
INSURANCE				
Wind	X			
Building structure	X			
Inside building				X
Roof	X			
POWERWASH				
Roof	X			
Building	X			
BASIC CABLE TV	X			
WINDOWS				
Washing				X
Repair & maintenance				X
SLIDING GLASS DOORS				X
LOCKS/LATCHES				X
LIGHTING				
Homes exterior lights				X
Light sensor for external garage light				X
Street lights beyond St Andrews East			X	
ALUMINUM CAGE & SCREEN				X
LAKE MAINTENANCE		X		

CLUBHOUSE & POOL		
Maintenance	X	
Insurance	X	
BACKUP VALVE ANNUAL TEST		X
PLUMBING SYSTEM		X
SMOKE ALARM SYSTEM INSIDE HOMES		X
COMMON AREAS		
Electricity	X	
Grounds	X	
Update: Feb 21, 2008		

APPENDIX B

HAMPTON MEWS OF ST. ANDREWS EAST ASSOCIATION, INC.

APPLICATION FOR ALTERATIONS FOR REVIEW BY
THE ARCHITECTURAL REVIEW COMMITTEE (ARC)

INSTRUCTIONS

1. Complete entire Form.
2. Submit copies of any drawings to be approved or blueprints by the ARC.
3. Work shall not commence until application is approved.
4. Approved applications shall not be altered.
5. Denied applications to the Board of Directors can be appealed.
6. Contractors employed must provide Certificate of Liability insurance.
7. Work effecting existing roofs requires written approval.
8. Sign& return to Property Manager

We, _____ the owners of Unit # _____ at address,

Hereby request approval to make the following changes or alterations to our unit.

Drawing attached: (yes/ no)?

Roof change: (yes / no)?

By this request, we as owners assume full responsibility for conformity, installation, maintenance, replacement and costs of the above work. We further agree to indemnify and hold harmless the Hampton Mews Condominium Association, Inc. for any claims arising out of this action.

SIGNATURE: _____ DATE: _____

_____ APPROVED
_____ DENIED; REASONS:

ARCHITECTURAL REVIEW COMMITTEE, BY: _____ DATE: _____

BOARD, BY: _____ DATE: _____

YOUR APPROVAL IS SUBJECT TO THE FOLLOWING:

1. You are responsible for obtaining the necessary permits from the appropriate Building and Zoning Dept(s)
2. Access to areas of construction is only to be allowed through your property, and you are responsible for any damages to the common areas during construction.

*Return to Michelle Thibeault or Lynn Lakel, Community Association Manager, 200 Capri Isles Blvd.
Any question, please call (941) 870.4996.*

APPENDIX C

REPLACEMENT OF DEFECTIVE LIGHT BULBS AND SENSORS

As we all know there are no streetlights within the Hampton Mews community and our garage light fixture provides the only street lighting at night. Both from a community safety issue and an individual security issue it is important that all the lights work all the time.

A sensor attached to the sidewall of each home controls the lights facing the street. A defective sensor results in light bulb staying on 24 hours a day until it burns out. Since several absentee owners own Hampton Mews homes we need to have a process in place to insure that the light bulbs and sensors work all the time.

How do we insure that all the lights work all the time? Some absentee homeowners address this situation through their "House sitting service" representative who visits their homes on a prearranged schedule and obviously full time residents make their own arrangements.

In order to accommodate absentee owners who do not have personal arrangements, and as a service only, the Association has solicited and received an offer from "Shamrock Management Group of Venice" to replace defective light bulbs and sensors.

At the request of a homeowner, Shamrock will replace a sensor for \$20 plus the cost of the sensor and a light bulb for \$10 plus the cost of the light bulb.

Please note that Shamrock is owned and operated by Debbie Connelly and her son Matthew. Both are associated with St. Andrews East and Debbie is actually one of the St Andrews East development partners.

Any homeowner who identifies a lighting problem within our association is encouraged to contact Sunstate Management, our property management company.

Sunstate will email the homeowner or place a courtesy call to let you know that your lighting needs to be repaired and will invite you to get in touch directly with Sunstate to order the repair and arrange for direct payment. Of course, you can always make your own arrangement. Note that the repair can be done without accessing the interior of a unit.

If the repair is not done within 30 days, your Association will order the repair, pay for it on your behalf and add the charge to your quarterly assessment with an additional \$15 administrative fee.

APPENDIX D

HAMPTON MEWS OF ST. ANDREWS EAST ASSOCIATION, INC.

APPLICATION FOR PURCHASE / TRANSFER / LEASE (Circle One)

TO: BOARD OF DIRECTORS c/o *Michelle Thibeault or Lynn Lakel, Community Association Manager*
HAMPTON MEWS OF ST. ANDREWS EAST ASSOCIATION, INC.

HOME OWNER INFORMATION

UNIT ADDRESS: _____ PRESENT OWNER: _____
REALTOR/AGENT: _____ TELEPHONE #: _____
CLOSING DATE: _____
OR LEASE DATES FROM: _____ TO: _____

APPLICANT INFORMATION

Name: _____ Spouse/Co-occupant: _____
Permanent Address (After Acquisition): _____
Names and Relationship of all persons who will occupy the unit:

Will this unit be leased by Proposed Owner? ___ Yes ___ No
If yes, please note 3 month minimum lease term required.
Pet(s): Yes ___ No ___ If Yes, What Type(s): _____ Weight: _____
Vehicles: Make: _____ Year: _____ Model: _____ Tag: _____
 Make: _____ Year: _____ Model: _____ Tag: _____

I have received and read the Declaration of Condominium and exhibits, By-Laws and Rules and Regulations and understands that its covenants impose responsibilities and restrictions on each unit owner at Hampton Mews of St. Andrews East Association and I agree to abide by them. I will pay promptly any sums due to the Association, including compensation for any damage to the common elements or Association property.

Current Address _____ Telephone # _____
Contact Phone numbers: Current work#: _____ Mobile# _____
Telephone number after acquisition if known: _____
Email Address(s): _____

Signature of Applicants: _____ Signature of Owners: _____
Print Name of Applicants: _____ Print Name of Owners: _____
Date: _____ Date: _____

ASSOCIATION APPROVAL: APPROVED: _____ DISAPPROVED: _____
Signature: _____ Title: _____ Date: _____

Return to Michelle Thibeault or Lynn Lakel, Community Association Manager, 200 Capri Isles Blvd with \$50.00 processing fee. Any question, please call (941) 870.4996.

APPENDIX E

HAMPTON MEWS OF ST. ANDREWS EAST ASSOCIATION, INC.

GUIDELINES FOR STORM SHUTTERS

An application must be made to the Board of Directors via the Property Manager for the installation of storm shutters. While each owner has a right to protect his or her home so that there is uniformity to what may be approved for installation, everyone must adhere to the following guidelines:

All storm shutters plans must be presented to the Architectural Review Committee and the Board of Directors prior to the signing of any contract or plan should be accompanied by brochures, drawings or any tentative plans available.

In the event of hurricane or tropical storm watch or warning, a unit owner may secure his/her home and install protective shutters. While it is required that such protective measures be promptly discontinued within 5 days by a permanent residing owner once the threat of a storm ceases. An absentee owner whose unit is vacant may continue the use of storm shutters uninterrupted during the hurricane season only. However, once the hurricane season ends, that owner must make arrangements to promptly discontinue use of the shutters. If a permanent residing owner is temporarily out of state or on vacation during hurricane season, prior to leaving their home the owner should make arrangements for removal of the shutters within the 5 days period. If more than one storm is predicted within a 10 day period, commonsense dictates that there is no need to remove the shutters until the second storm is past.

Any storm shutter or anything attached to your unit must be either Lexan (clear), white or cream in color. Examples of materials that will not be approved are raw aluminum or plywood.

All attachments to buildings should be done with extreme care in order to minimize or avoid any damage. The owner assumes total responsibility for any damage resulting from installation, which includes any and all plantings and mulched areas.

Transparent hurricane film may be applied to windows as an alternative or in addition to shutters; however, highly reflective or dark material will not be permitted, a sample must be included with application.

There is a school of thought that hurricane film affords as much protection as shutters because both will deflect flying objects. The Hurricane Code for windows, roofs and cages have improved greatly since Hurricane Charley in 2004. The reason for the specific and strict guidelines for hurricane shutters/material is in deference to the full time residents who would not want to live in the atmosphere of a "boarded-up" community unless a hurricane is imminent. Hurricane season is typically from June 1 until November 30.

Board of Directors of Hampton Mews Association
Distributed: March 2006
Re-distributed: February 2012

APPENDIX F

HAMPTON MEWS OF ST. ANDREWS EAST ASSOCIATION, INC.

GUIDELINES FOR AWNINGS

Following an extensive research to find the best suggestions for members requesting installation of retractable lanai awning, our Architectural Committee provided the Board with several options of colors and fabric/materials. All requests for awnings will still need approval by the architectural committee. The following selection was unanimously approved during the March 11, 2008 Board meeting.

Awning material brand name: "Sunbrella" Signature Series with the following spec for each home stucco color:

- For homes painted gold/yellow the Sunbrella Signature Series Carlton Plantain Style 4980.
- For homes painted in the rose/pink color the Sunbrella Signature Series Brass Beige Pinstripe Style 4952.
- For homes painted beige/tan the Sunbrella Signature Series Putty Regimental Style 4961.