

Instr #2022096837 BK: 5649 PG: 1763, Filed & Recorded: 10/17/2022 1:23 PM #Pgs:7

Brandon J. Patty, Clerk of the Circuit Court and Comptroller St. Johns County FL Recording \$61.00

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RULES AND REGULATIONS FOR ANDALUSIA OWNERS ASSOCIATION, INC.

THESE RULES AND REGULATIONS FOR ANDALUSIA OWNERS ASSOCIATION, INC., are made this 20th day of September, 2022, by the Board of Directors of ANDALUSIA OWNERS ASSOCIATION, INC., ("Association") in accordance with the Declaration of Covenants and Restrictions for Andalusia recorded in Book 4142, Page 1802, et seq., of the Official Records of St. Johns County, Florida ("Declaration"), and the Articles of Incorporation and the Bylaws of the Association attached thereto.

I. Quarterly Assessments.

The Board establishes the amount of the periodic assessments by taking the total anticipated operating expenses and reserves for each calendar year and assessing the pro rata portion of the expenses to each lot. Therefore, the Association's fiscal year begins January 1 and ends December 31. The following provisions apply to the payment and collection of the assessments:

1. Assessments set by the Board shall be payable quarterly on the first (1st) day of each fiscal quarter.
2. Assessments not paid within fifteen (15) days of the due date shall become delinquent.
3. Delinquent assessments shall incur a late charge of Twenty-Five and No/100 Dollars (\$25.00) per quarter to defray additional collection costs.
4. Delinquent assessments shall be charged interest in the amount of eighteen percent (18%) per annum from the date they become due to defray additional collection costs.
5. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment.
6. An assessment delinquent for more than fifteen (15) days shall result in a Notice of Late Assessment being sent to the Owner. The Notice of Late Assessment shall be in substantially the same form as that found in 720.3085(3)(d), Florida Statutes.
7. Failure to satisfy the delinquent assessment(s) within 30 days of the date of the Notice of Late Assessment shall result in further collection action in accordance with applicable state and federal debt collection laws, including but not limited to the delivery of a Notice of Intent to Lien, the recording of a Claim of Lien, delivery of a Notice of Intent to Foreclose, and the filing of a lien foreclosure lawsuit.
8. All fees for attorney and paralegal services incurred by the Association in connection with the collection of a delinquent assessment, including all fees for attorney and paralegal services and costs associated with litigation or preparation for same (whether or not such

an action is commenced) through and including all trial and appellate levels and post-judgment proceedings shall be recoverable from the delinquent Owner by the Association.

II. COVENANT ENFORCEMENT PROCESS.

The failure of an owner to comply with any limitations or restrictions of the Declaration or any of the Subdivision Documents or with any Rules and Regulations promulgated by the Association shall be grounds for action which may include an action to recover sums due for damages, injunctive relief or any combination thereof. Offending Owners shall be responsible for the payment of any and Legal Fees incurred by the Association, as that term is defined in the Declaration, in the process of enforcing the Declaration or any of the Subdivision Documents or with any Rules and Regulations. The following guidelines shall apply to the covenant enforcement process:

1. Owners shall be afforded up to two (2) warning letters informing them of their violation of the Declaration, Subdivision Documents, or Rules and Regulations and containing a description of the recommended remedial action.
2. It shall be the sole responsibility of the Owner to notify the Association's management company of the correction of a violation and to provide documentation of the correction as soon as the violation is corrected.
3. If a violation is not corrected following two (2) warning letters, the Owner shall be provided with a third letter informing them that daily fines shall begin to accrue as of the date of the third letter and that the Association shall take the necessary steps to suspend the Owner's voting rights and use rights in the common areas. The third letter shall be accompanied by a Fining Committee Meeting Notice at which the committee shall consider the approval of the fines and suspension of the Owner's use right in the common areas.
4. Once imposed a fine shall become due five (5) days after the notice of the approved fine is provided to the Owner.

III. ARCHITECTURAL CONTROL.

No exterior additions, changes, or modifications shall be performed, nor shall any improvements or structures of any kind be erected, on a Lot without the prior consent of the Association's Architectural Review Committee ("ARC"). This requirement shall apply to any and all portions of the Lot, including the backyard and any other area not readily visible from the street. Owners may obtain the ARC application from the Association's web portal (<https://comwebportal.com/login>) or by contacting the Association's manager.

IV. SPEED LIMIT, PARKING, AND VEHICULAR RESTRICTIONS.

The speed limit for all roadways within the Association is twenty (20) miles per hour.

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Parking shall be restricted to the driveway and garage of each Lot and any designated parking areas within the Common Area. No Parking on the streets or swales shall be permitted, except that temporary parking shall be allowed under the following conditions:

1. Guests visiting a Lot shall be permitted to park on the street directly in front of the Lot between the hours of 7:00 a.m. and 11:00 p.m.
2. Service and Repair vehicles providing services to the Lot shall be permitted to park on the street directly in front of the Lot between the hours 7:00 a.m. and 11:00 p.m.
3. Parked vehicles shall not:
 - i. be parked directly across from another vehicle,
 - ii. block driveways or sidewalks,
 - iii. be parked sideways in a driveway,
 - iv. be parked within fifteen (15) feet of a fire hydrant,
 - v. be parked within twenty (20) feet of a crosswalk at an intersection,
 - vi. be parked within thirty (30) feet of a stop sign.
4. No Owner shall conduct repairs or restoration work taking more than twenty-four (24) hours except within the garage of a Home and with the garage door closed.
5. No Owner shall keep a vehicle on their Lot in a manner deemed to be a nuisance by the Board.
6. Temporary parking at the Amenity Center may not exceed the duration of seventy-two (72) hours over a seven (7) day period. Moving the parked vehicle shall not serve to restart, or otherwise extend, the aforementioned seventy-two (72) hour period.
7. Street parking shall not be permitted under any circumstance for the following types of vehicles:
 - i. Vehicles with a trailer attached.
 - ii. Motor coaches, heavy trucks, travel/camping trailers.

V. BOATS, RVS, TRAILERS, COMMERCIAL VEHICLES.

The following regulations shall apply to boats, RVs, and commercial vehicles:

1. No commercial vehicle, trailer, recreational vehicle, motor home, boat, or boat trailer may be parked or stored in the Association except in a Home's garage.
2. No bus or tractor-trailer or any other truck larger than a full-sized pickup may be parked anywhere in the Association.
3. Boats, recreational vehicles, campers, and trailers may be temporarily parked in driveways for the purpose of cleaning, trip preparation, loading, and unloading except that such temporary parking shall not exceed the duration of twenty-four (24) hours over a seven (7) day period. Moving the parked vehicle shall not serve to restart, or otherwise extend, the twenty-four (24) hour period.
4. No person shall be permitted to sleep in a vehicle or use its plumbing.

VI. FLAGS.

The following regulations shall apply to flags being displayed within the Association:

1. Owners shall be permitted to display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than four and a half (4 ½) by six (6) feet.
2. Owners shall be permitted to erect a freestanding flagpole, no more than twenty (20) feet high, on any portion of the Owner's Lot, subject to all applicable building codes, zoning setbacks, and other governmental regulations.
3. Owners shall be permitted to display, upon the approval of the ARC, "attached flags," also known as "house flags," containing seasonal, holiday, sports, or educational institution logos, themes, or motifs.
4. Owners shall be permitted to display small "garden flags" containing seasonal, holiday, sports, or educational institution logos, themes, or motifs, except that no more than three (3) garden or attached flags may be displayed at any given time.

VII. SIGNS.

The following regulations shall apply to the display of signs within the Association:

1. No sign, display, poster, advertisement, notice, lettering, or other advertisement device of any kind whatsoever may be exhibited, displayed, inscribed, painted or affixed in public view without the prior written consent of the Board of Directors, except that:
 - i. One (1) sign advertising the sale or rent of a Home shall be permitted.
 - ii. One (1) security service contractor sign within ten (10) feet of the home entrance shall be permitted.
 - iii. One (1) political sign, or one (1) political garden flag, not to exceed the dimensions of twenty-four (24") by sixteen (16") inches, shall be permitted to remain on a Lot for the period of thirty (30) days prior to a general election, but not a primary election. Such political signs or flags shall be removed no later than three (3) days after the election.

VIII. ANIMALS.

The following regulations shall apply to animals within the Association:

1. Dogs shall be kept under control by their handlers at all times, and shall remain leashed when outside of the boundaries of an Owners Lot.
2. Animals intended for commercial or breeding purposes shall not be permitted within the Association.
3. If, in the sole discretion of the Board of Directors, an animal becomes dangerous, an annoyance, or nuisance to the members of the Association, or destructive to

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wildlife or property, the Board of Directors shall be permitted to demand the removal of such animal. The owner of such an animal shall comply with the Board of Directors' demand for the removal of the animal within five (5) days of receiving notice thereof.

4. Handlers of animals within the Association shall be required to clean up any excrement the animal produces and shall not allow the animal to deposit excrement on any Owner's Lot.

IX. NO DETACHED BUILDINGS.

No garages, tool sheds, storage sheds, tents, trailers, tanks, temporary or accessory buildings, or structures shall be erected or permitted to remain on any Lot without the prior written consent of the ARC or the Association.

X. TRASH AND YARDS.

Trash and recycling containers shall not be visible from the street or any other Lot other than at times of scheduled pickup. Trash shall not be placed at the curb until 4:00 p.m. the day before pick-up and removed by end of the day of pick-up. All Lots shall be maintained in a neat and attractive condition. This includes maintenance of grass, plants, plant beds, trees, turf, proper irrigation, and lake edge maintenance.

XI. ANTENNA.

Satellite dishes or antennas shall not be visible from the street and shall be placed in such a manner as to be obscured from view.

XII. AMENITY CENTER INCLUDING POOL AND FITNESS ROOM.

Owners and their guests shall comply with all posted pool and fitness room rules and regulations, including, but not limited to, the hours of operation. These rules are subject to change by the Association's Board of Directors. Moreover, the following rules and regulations shall apply to the Amenity Center:

- a. No more than six (6) guests per Lot shall be allowed to enter or remain in the Amenity Center, and all such guests shall be accompanied by the Owner.
- b. No person shall enter the pool before or after the posted pool hours.
- c. No smoking or vaping of any type shall be permitted within the fenced area of the Amenity Center, including, but not limited to, all pool deck areas.
- d. Any music in the Amenity Center and Pool area shall be played in such a manner as to not disrupt other persons using the facilities.
- e. All persons using the Amenity Center and Pool Area shall clean up after themselves. No rubbish shall be left at the Amenity Center or Pool Area except that rubbish may be deposited in designated receptacles so long as the rubbish does not fill more than a fifth of the receptacle or result in the receptacle's overflow.

XIII. STORMWATER MANAGEMENT SYSTEM.

The following rules and regulations shall apply to the Association's Stormwater Management System:

1. The recreational use of the retention ponds within the Association, including but not limited to fishing, swimming, or using watercraft thereon, shall not be permitted.
2. Owners whose Lots are adjacent to, or otherwise contain any portion of a retention pond, shall:
 - i. maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge irrespective of ownership of such land,
 - ii. keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner
 - iii. prevent erosion and shall remove trash and debris as it may accumulate in the system, from time to time.

XIV. BASKETBALL GOALS.

Portable basketball goals are allowed within the Association. All basketball goals within the Association shall be approved by the ARC prior to being erected or maintained on a Lot. Goals shall be situated on the Lot in such a manner as to avoid any play on the street. Play in the street or cul-de-sac shall not be permitted.

XV. GARAGE AND YARD SALES.

No garage or yard sales shall be permitted except for the annual community garage sale. The Board of Directors, in its sole discretion, may allow for an exception to this rule upon a showing of good cause.

XVI. FIREWORKS.

Fireworks shall not be permitted to be discharged in any of the Association's Common Areas, or any of the sidewalks within the Association, at any time.

XVII. GOLF CARTS AND LOW-SPEED VEHICLES.

No golf carts nor low-speed vehicles shall be operated anywhere within the Association.

XVIII. ANNUAL ELECTIONS.

Directors of the Association are elected each year to serve on the Board of Directors. The Board of Directors consists of five (5) Directors. Two (2) Directors are elected to the Board during odd-numbered years and three (3) Directors are elected to the Board during even-numbered years, and all Directors serve for a term of two (2) years. Immediately following the conclusion of the Association's Annual Meeting, the Directors meet to nominate the Association's Officers and each Officer position carries a term of one (1) year.

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APPROVED by the Board of Directors of Andalusia Owners Association, Inc., on this
20th day of September 2022.

Witnesses

Scherenne A. Welch
 Signature of Witness 1

Scherenne A. Welch
 Printed

Jareen L Rawlerson
 Signature of Witness 2

Jareen L Rawlerson
 Printed

Andalusia Owners Association, Inc.

Phil Flamm
 Signed

Phil Flamm
 Printed

President
 As Its

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this 20th day of September, 2022, by Phil Flamm, as President of Andalusia Owners Association, Inc., on behalf of the corporation.



Shantel Tarasenko
 (Signature of Notary Public - State of Florida)
 (Print, Type, or Stamp Commissioned Name of

Notary Public)

Personally Known or Produced IdentificationType of Identification Produced: drivers license