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# MARSH LANDING

## at Sawgrass



Rules and Regulations

2024 EDITION

Effective November 1, 2024

## WELCOME!

Below are some useful phone numbers and websites

### Gate Access

Marsh Landing's Visitor Authorization System ..... [www.gateaccess.net](http://www.gateaccess.net)  
 Secondary Telephone Authorization System..... (904) 285-7133  
 RAMCO's On Duty Rover/Supervisor 24/7 ..... (904) 330-9206

### Marsh Landing Management Company ..... (904) 273-3033

4200 Marsh Landing Boulevard, Suite 200 – Jacksonville Beach, FL 32250  
 Controlled Access Administrator ..... (904) 373-5600

### Emergency

Fire/Police.....911  
 St. Johns Fire Rescue..... (904) 209-1700  
 Station 10- Ponte Vedra (155 Library Drive)  
 Station 1- Palm Valley (130 Canal Blvd.)  
 Poison Control ..... (800) 222-1222

### St. Johns County Sheriff's Office (SJSO)

Main Line (Non-Emergency) ..... (904) 824-8304  
 Traffic Safety Hotline..... (904) 209-2134  
 Missing Child Hotline..... (904) 843-5678

### St. Johns County Department of Emergency Management ..... (904) 824-5550

### Utilities

Beaches Energy (Electric)- includes new service and billing..... (904) 247-6241  
 24 Hour Emergency Service (power outage)..... (904) 247-6171  
 Before You Dig..... (800) 432-4770

**St. Johns County Utilities** (water & sewer) ..... (904) 209-2700 or 2728  
 After Hours Emergency ..... (904) 209-2745

### Comcast CableTV/Internet ..... (800) 934-6489 or (904) 824-2813

### AT&T ..... (877) 402-1960

### Yard Debris, Garbage/Recycle

St. Johns County Solid Waste Division [solidwaste@sjcfl.us](mailto:solidwaste@sjcfl.us) ..... (904) 827-6980  
 Waste Pro (Duval County)..... (904) 731-7288

### Animal Control ..... (904) 209-0746

### Florida Fish and Wildlife ..... (386) 758-0525

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## I. DEFINITIONS

- A. ABDi GateAccess.** Applications by Design, Inc. software that allows registered Marsh Landing residents of the GateAccess.net website to access their guest list and recent visitor list. The ABDi GateAccess Mobile App allows registered Marsh Landing residents to modify their guest list directly from their iOS device.
- B. ARB.** Architectural Review Board. A group of three or more members appointed by the Master Board to interpret aesthetic standards in Marsh Landing and perform the functions required by the Master Covenants. The ARB also reviews submissions for compliance with the Architectural Planning Criteria provided in the HOA Covenants.
- C. Common Area.** Is defined in Section 1.5 of the Master Covenants. Common Area are those portions of property conveyed to the Master Association by the initial developer and designated or intended for the use and benefit of all Members; or property acquired by the Master Association for the use and benefit of all Residents and designated by the Master Association as Common Area.
- D. CVHC.** Covenants Violation Hearing Committee. The CVHC is established by the Master Board and is charged with violation reviews, hearings, and the imposition of fines, as required by Florida Statutes.
- E. Easement and Right of Way (ROW).** A legal interest in real property that grants the right to use, in some specified manner, the property of another will include only those easements described in or graphically depicted on the Plat, and those easements described or reserved in the Master Covenants. It will also include those easements dedicated for the common use and benefit of the Lot Owners as a part of the Common Property.
- F. HOA.** Homeowners Association. One of ten sub-associations in Marsh Landing. HOA is further defined as Neighborhood in Section 2.9 of the Amended and Restated Bylaws of Marsh Landing at Sawgrass Master Association, Inc.
- G. HOA Covenants.** Any of the covenants and restrictions for any HOA located upon the lands subject to the Master Covenants. The Owner is solely responsible for compliance with its HOA Covenant requirements.
- H. Improved Lot.** Any lot which has landscaping work or other improvements done that causes the lot to no longer be in its natural or native state.
- I. JSO.** Jacksonville Sheriff's Office.
- J. Lot.** Any parcel of real property within Marsh Landing on which a Dwelling Unit for residential use may be constructed. However, a Lot will include even those portions of a platted Lot, which are not capable of private use by the Owner, Such as the portions of a Lot, which are subject to Easements for the Lake, Utility Easements and Drainage Easements. In the event an Owner owns a portion of Lots as depicted on the Plat and constructs a single Dwelling Unit thereon, the entire parcel of Land shall be deemed a "Lot."
- K. Management Company.** Marsh Landing Management Company.
- L. Marsh Landing.** Any lands now or hereafter made subject to the Master Covenants.
- M. Master Association.** Marsh Landing at Sawgrass Master Association, Inc., a Florida not-for-profit Corporation, and its successors and assigns, that is the entity operating and enforces the Master Covenants, which governs the operation and maintenance of Marsh Landing at Sawgrass Master Association.
- N. Master Board.** The Board of Directors of the Master Association. The Master Board is comprised of eleven (11) elected members, who each serve a term of three (3) years. There are six (6) district representatives who are elected by members from those districts.

The six (6) districts in Marsh Landing are:

- Lagoons District
- Country Club District
- Central District
- Harbour Island District
- South Gate District
- North Gate District

In addition, there are five (5) At-Large members elected by the entire Marsh Landing community.

- O. Master Covenants.** Declaration of Master Covenants for Marsh Landing at Sawgrass as recorded in Official Records Book 524, page 49, of the public records of St. Johns County, Florida *as amended*, restated and recorded in Official Records Book 1817, page 1555 and subsequently amended and restated from time to time.
- P. Member/Owner.** A defined term in section 1.4 of the Master Covenants. A person who is a recorded owner of a residential parcel or Lot, which is subject to the Master Covenants or HOA Covenants.
- Q. RAMCO.** Ramco Protective Services Co. is contracted by the Master Association to monitor and control access into the community and the ABDi GateAccess software system for Marsh Landing.
- R. Resident.** A Resident is a person who occupies a Marsh Landing residence (i.e., owner, tenant or other residing occupant).
- S. Rules and Regulations.** The Master Board is granted the right to create, enforce, modify, and approve Rules and Regulations.
- T. RFID.** Radio Frequency Identification. An RFID tag is the entry system used by Residents to gain expedited entry into Marsh Landing.
- U. SJSO.** St. Johns Sheriff's Office.
- V. Sunrise and Sunset.** As published by NOAA, various websites and weather services, refers to the time when the upper edge of the disk of the Sun is on the horizon.
- W. Tenant/Renter.** One who occupies, rents, or leases a house from an owner.

## II. GATE ACCESS (into Marsh Landing)

- A. Vehicle Access for Owners/Residents.** Only Residents, their vendors, and their permanent guests with working RFIDs, are authorized to access Marsh Landing through the RFID lane at each gate. The use of a vehicle RFID tag and the ABDi GateAccess system by Residents to gain entry into Marsh Landing is a privilege, not a right, and is provided by the Master Board as part of access control for the community.

RFID privileges may be suspended by the Master Board in accordance with Florida Statutes from Marsh Landing for any Owner and their tenants, guests or occupants who use an RFID once said Owner's, Master Association, or a Sub-association account becomes over ninety (90) days delinquent.

Only one vehicle per RFID at a time may enter through or exit the gates into Marsh Landing. Piggybacking of vehicles is strictly prohibited and may result in suspension of RFID privileges.

All persons seeking entry through the gates shall comply with the requests and instructions of Access Control and Management Company personnel.

- B. Golf Cart Access.** Residents must have an RFID or enter through the visitor lane with a Marsh Landing Country Club decal and valid driver's license.
- C. Bicycle Access.** Residents should display a Marsh Landing bicycle decal or provide identification for easier entry into Marsh Landing through the gates while on a bicycle. Decals can be obtained at the Management Company. Bicyclists desiring to enter Marsh Landing without a resident sticker or other proof of residency will be treated as a guest and the Owner contacted to authorize entry. Likewise, residents of Sawgrass Players Club will be required to show proof of residency in order to gain entry into Marsh Landing.
- D. Visitors and Guests.** All visitor and guest drivers using the Visitor lane must provide a valid Driver's license to Gatehouse staff. Gatehouse staff cannot grant entry to visitors without prior authorization by a Resident. Residents must register their guests in the ABDi GateAccess app (ABDiGateAccess.net) or via the automated telephone system. For guests with a resident sponsored RFID, entry is not permitted in the RFID lane from 10 p.m. to 6 a.m.
- E. Commercial Vendor Hours/Restricted Holidays.** Commercial vendor work, including moving trucks, commercial delivery vehicles, and the use of "day workers/laborers" within Marsh Landing is prohibited on Sundays and certain Holidays (New Year's Day, Memorial Day, July 4<sup>th</sup>, Labor Day, Thanksgiving and Christmas) and is only permitted between the

hours of 7:00 a.m. - 7:00 p.m. Monday through Friday and between the hours of 8:00 a.m. - 4:00 p.m. on Saturdays. Exceptions are made for Master Board and HOA emergencies. Residents with Emergencies should call the RAMCO Supervisor. Homeowners who register contractors/vendors as "guests" to work around the restricted hours and days (after 7:00 p.m., Sundays and/or Holidays) shall be considered in violation of this section and may be liable for a fine by the Master Board.

1. **Out-Of-State Relocations.** New owners/renters/tenants relocating from out-of-state are permitted moving vans to deliver on a Sunday and/or on a Holiday with prior approval from the Management Company. For in-state moves, moving vans are permitted to deliver on weekdays and/or Saturdays.
- F. Tenants/Renters/New Homeowners.** A tenant/renter/new homeowner must contact the Management company prior to moving into the community. A tenant/renter/new homeowner who has not obtained an RFID should be prepared to use the visitors gate and produce an executed settlement statement/deed, lease/rental agreement, and a valid driver's license when arriving at the Marsh Landing entrance in order to gain access. Renters must comply with the same vehicle registration requirements as applied to Owners.
- G. Delivery Entries** Standard deliveries such as USPS, UPS, FedEx, DHL, Amazon are unrestricted. Grocery, food takeout, and third-party deliveries such as Temu, FreshDirect, Instacart, Shipt, Gopuff, Walmart Grocery must be registered on the resident's visitor list with company name listed.
- H. Reciprocity with Sawgrass Players Club.** There is a reciprocity agreement in place for all Residents of both Marsh Landing and Sawgrass Players Club for use of the other's roadways. Any resident wishing to access the Sawgrass Players Club roadways through the resident's gate, must obtain RFID access from the Management Company.

### III. PROPERTY MAINTENANCE AND APPEARANCE.

- A. Emergency Maintenance.** Homeowners requiring emergency work at their homes outside of the normal approved vendor hours must contact RAMCO via ABDi GateAccess to pre-authorize the contractor's entry into Marsh Landing along with a reason for the emergency service.
- B. Lot Maintenance.** All Marsh Landing Owners are required to maintain their property to a level that is equal to, or better than, the overall condition of the surrounding community. All Lots (including vacant Lots and any improvements placed thereon) and all property immediately contiguous to said Lots along drainage ditches, marshes, easements and right of way, shall be maintained in a neat and attractive condition. Landscaping and positive drainage shall be maintained as shown on the approved plans.
- C. Improved Lots.** Owners of improved Lots shall maintain their lawns to the edge of the pavement, including any property located within the right of way of the Master and/or HOA. Failure to maintain the property may also subject the Owner to fines or other enforcement action by the CVHC, the HOA or the Master Association.
- D. Exterior Home Maintenance.** Exterior home maintenance shall be done to preserve a neat and orderly appearance. This includes repainting exterior walls, repairing and/or painting tile roofs, front porches, front steps, repairing/replacing heaving and/or broken pavers/concrete, maintaining trim, removing wood rot, removing mildew, mold, dirt, algae from exterior surfaces (including roofs and driveways) and removing remaining residue when vines or other vegetation are removed from exterior walls. The portions of a house and yard that are visible from other parcels and common property must be kept in a neat and orderly condition.
- E. Landscape Maintenance.** Owner's landscaping and neighborhood common areas are expected to be well cared for and must be maintained as originally approved or similar in nature. Landscaping and lawns must be maintained to preserve a neat and appealing appearance free from weeds, overgrowth, or bare spots. Landscape materials and foliage may not obstruct visibility or vehicular or pedestrian access of streets, sidewalks, driveways, streetlights or any Easement/Right of Way. All trees and shrubs should adhere to the 13FT St Johns County Land Development Code to be accessible in accordance with the current Fire Protection Code and ensure vertical clearance above all roadways.
- F. Re-landscaping Projects.** Any landscaping or re-landscaping project, which exceeds 25% of the total landscaped area (excluding tree removals) or impacts grading or drainage, requires submission to the ARB for review and approval prior to work commencing. Commencing work without an ARB approval could subject the Owner to a possible fine.
- G. Resident Equipment Use.** Residents may not operate motorized or noisy yard equipment after sundown and may not begin on Sundays or holidays until after 10:00 a.m. A list of the holidays is noted in "IX. A" below.

- H. Mailboxes.** Mailboxes must be maintained in good repair and neat in appearance. All homes are required to have an approved mailbox that complies with the HOA design and construction requirements, as well as U.S. Postal Service guidelines. Artistic, thematic, or novelty mailboxes are prohibited.
- I. Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any residential parcel without ARB approval.
- J. Concrete Curbing.** Formed and poured concrete curbing around beds and planters is prohibited.
- K. Tree Removal.** Removal of trees greater than six (6) inches in diameter or significant understory growth without approval of the ARB is strictly prohibited. Such action may result in fines and the Owner being required to plant replacement trees. When tree removal is deemed necessary and then approved, the planting of additional trees may be required by the ARB as mitigation.  
  

"Old Growth Oak Trees" are an irreplaceable and wondrous natural treasure of Marsh Landing and need to be protected at all costs wherever possible. Should an owner desire to either remove an Old Growth Oak Tree, or to prune major auxiliary trunks and/or branches with a diameter of 6" or more, then prior to work being authorized, the ARB will require the owner to obtain the services and a written opinion of a licensed and **independent** arborist to certify as to the necessity of the removal and/or effects of the pruning will have on the health of the tree **PRIOR** to any work being undertaken. The expense of the independent arborist shall be the responsibility of the owner seeking the permission to remove or trim an Old Growth Oak Tree." "Lion Tailing" style trimming will not be authorized.
- L. Drainage.** Homeowners are responsible for maintaining positive drainage on their property as originally permitted and shall obtain permission from the ARB prior to commencing any topographical and/or landscaping work that might alter drainage flow on their property. This includes installation and/or modification of any walkway and/or driveway, its design, placement and materials.
- M. Roadside Bollards and other Vertical Elements.** The installation of Roadside Bollards or other "vertical elements," by Homeowner, MLMA committee or HOA BOD, to indicate edge of pavement, in a Master or HOA ROW, must be approved by the MLMA ARB *prior* to installation. The ARB will review the application for compliance with FL DOT standards (FDOT Roadside Safety 4.2 thru 4.2.3) as applicable for our roadways, including "Recovery Zones" and "Clear Zones," as well as for aesthetics in/of the community.
- N. Miscellaneous Maintenance.** Homes, structures, pools, and landscaping must be maintained, at a minimum, to be consistent with plans approved by the ARB upon construction. Landscape maintenance (not to include replacement landscaping) will be done in a manner consistent with the landscape maturity of the property.
- O. Holiday Decorations.** Holiday specific decorations must be completely removed within 30 days of the holiday.

#### IV. RENOVATIONS.

Exterior renovations must adhere to the rules below and refer to the Section V. for additional guidelines. Interior renovations do not require ARB approval; however, the following rules apply:

- A. Job Site Maintenance.** All job site debris must be cleaned up daily. Any dirt or visible debris must be removed and cleaned from the street.
- B. Dumpsters and Heavy Equipment.** All dumpsters (hard sided or soft sided bag style) and PODs must be approved in advance of delivery by MLMC for an initial approval of 90 days. Only one (1) dumpster is permitted per Lot. The dumpster must be contained entirely on the Owner's property and MAY NOT be placed in the street. Dumpsters must be emptied on a regular basis and covered after construction hours, Sundays and restricted holidays. Overflowing dumpsters are not allowed. In addition, 5 business day written notice must be given to the management company prior to the delivery of any heavy equipment (including cranes), even if for a short period of time to allow for traffic rerouting(s) and adequate notice to affected community members.
- C. Portable Toilets/Port-a-Potties.** Must be placed a minimum of 20-feet from the curb and placed in an unobtrusive location with the access door facing away from street. Portable toilets must be emptied on a regular basis.
- D. Vendor Parking.** Commercial vehicles should be parked in the Owners' driveway, if possible. Vendors should park their vehicles to ensure there is no restriction of access for other traffic. All vehicles parked in the street should face the same direction as traffic. No overnight parking of commercial or worker vehicles on residential or common property is permitted.

- E. Permitted Signage.** Other than the permitting box, all commercial signage must be approved by the ARB, except as required by Florida Statutes, i.e. Pesticide Application etc.
- F. Damage to Property.** Owner/resident is financially responsible for ALL damage to Master Association, HOA or neighboring property which is caused by its vendors and/or events.

#### V. HOME AND PROPERTY CONSTRUCTION, RENOVATIONS AND MODIFICATIONS REQUIRING ARB APPROVAL.

- A.** All new construction, exterior additions and modifications, structural alterations and exterior property improvements (including, but not limited to, major site and/or landscape improvements, solar panels, all hurricane protection devices (including hurricane shutters of any type including roll downs, window coverings of any material, reinforced garage doors, and entry door protection panels or awnings, swimming pools, screens, yard recreational equipment, putting greens, tennis courts, generators, fences, pergolas, bulkheads, docks, boat lifts, irrigation wells, summer kitchens, driveways, walkways, awnings, gates, window shutters, flower boxes, statues or other outdoor ornamentations,) including artificial vegetation and tree removal, flag pole and mailboxes within Marsh Landing are regulated by the ARB. All exterior work must be submitted to the ARB for review and written approval **PRIOR TO ANY WORK COMMENCING**.
- B.** Refer to the ARB Green Book for additional information, requirements and forms required for submittal and approval.
- C.** Owners who are not in good financial standing with the Master Association shall not have the ability to submit applications for architectural modifications to their property. Any submittal made while the Owner is not in good financial standing shall be returned as denied.

#### VI. TEMPORARY STRUCTURES, "PODS", DUMPSTERS, AND PARTY TENTS.

- A. Temporary Structures.** No temporary structures, including and without limitation to a trailer, tent, shack, barn, "POD," shed, pet shelter, or other outbuilding shall be permitted on any Lot at any time, except as approved by the ARB. Examples are recreational structures and temporary structures maintained by contractors for the construction or renovations of Residents' property and within guidelines below.
- B. PODs.** All PODs or other temporary storage containers not related to a project approved through the ARB are permitted only with a letter of approval obtained from the Management Company prior to delivery and installation.
- C. Dumpsters.** Dumpsters (both hard sided and soft sided) are to be maintained and neat in appearance, covered (including when empty) after construction hours, Sundays and restricted holidays. Dumpsters may not be overflowing.
- D. Party Tents.** Party tents may not be used until a letter of approval is received from the Management Company. Party tents may be up no longer than 72 hours from the time they are erected to the time they are removed, unless previously authorized by the Management Company.

#### VII. DOCKS, BULKHEADS, RETAINING WALLS, PONDS/LAKES, PIERS AND BOATS.

- A. New Construction.** Construction of a new dock, pier, retaining wall and/or bulkhead requires prior approval from the ARB. These structures may also be subject to other sub-association, governmental or regulatory requirements and may require permitting. Contact the Management Company for more information.
- B. Maintenance of Dock, Pier, Retaining Wall, and Bulkhead.** Each Owner shall maintain their dock, pier, retaining walls and permitted bulkhead(s) in good repair and safe condition and shall maintain the physical condition and neat appearance as approved by the ARB and the applicable regulatory agencies.
- C. Post Construction Modifications.** Any post construction modifications to a dock and/or pier (lighting, railings, etc.) must be approved by the ARB.
- D. Dock Coverings.** Dock and pier coverings, including canopies and/or roofs, are not allowed.
- E. Equipment Storage.** All equipment not stored within a vessel should be stored out of sight. Docks must be kept neat in

appearance and clear of objects that could become projectiles in a storm.

- F. Jet Ski Docks.** Jet-ski dock installation(s) require HOA and/or ARB approvals and shall be governed by the specific HOA's governing documents, as well as any Army Corps of Engineers and/or State of Florida regulations.
- G. Gas-and Diesel-Powered Boats.** Use of or docking of any gasoline or diesel-powered boats on any lakes, ponds and all non-tidal waters is prohibited, except for those used by the Master Association's pond maintenance vendor. Manually operated boats or those with quiet electric motors are allowed.
- H. Swimming in Pond/Lakes.** For the safety of Owners and Visitors, swimming is not permitted in any pond, lake or any waterways (including marina and lagoons) within Marsh Landing.

## VIII. TENANTS AND RENTERS.

Owners or their Rental Agents must provide a complete copy of the executed lease agreement to the Management Company not less than five (5) business days prior to the commencement date for such lease. Additionally, a tenant/renter should make arrangements with the Management Company to obtain an RFID for entrance into the community as outlined in II.A under "Gate Access."

- A. Rules for Tenants/Renters.** Tenants/renters are subject to and required to follow all of the Master Board rules as if they were Owners. Failure to abide by these rules may lead to fines (assessed on the Owner) and revocation of all RFID privileges.
- B. Short Term Rentals.** No Lot may be leased by the Owner, or Owner's agent, tenant or other person having an interest in a residential parcel, to any party for a term which is less than six months, and not more than twice in one 12-month period. A special exception has been made for the 12-day period of The Players Championship Golf Tournament.
- C. Staging Agents/Agreements.** Staging agreements or staging agents shall be treated as Rental Tenancies for purposes of Florida Statute Section 720.3085 and shall be subject to eviction for non-payment of assessments or other permissible charges to the resident.

## IX. PARKING.

- A. Resident Parking.** No parking is allowed on Marsh Landing Parkway, grass, sidewalks, cul-de-sacs with a center island or common areas (other than streets) of Marsh Landing except with prior written approval from the Management Company. Owners violating this rule will be billed for any damages and/or repair costs incurred. All vehicles parked on the street must face in the direction of traffic flow. A special exemption is granted to the five (5) homes in the Arbors subdivision of HOA I that have a MLP address and front onto Marsh Landing Parkway via a frontage roadway in front of their homes.

### 1. Parking Restrictions.

- a. Parking that blocks driveways, mailboxes and/or fire hydrants is prohibited.
- b. Parked vehicles may not be covered at any time.
- c. Non-operational or unlicensed vehicles may not be parked outdoors.
- d. Any Owner's/Resident's vehicle/trailer with external or visible signage indicating it is used for commercial purposes must garage that vehicle after normal working hours.
- e. Boats, RVs, ATVs or Trailers. Recreational vehicles or trailers may not be parked in the yard of an Owner/Resident but may be parked in the Owner's/Resident's driveway for a 24-hour period. For an extension of time, an Owner/Resident may request a formal waiver in writing or email from the Management Company, specifically requesting an extension of time - not to exceed 48 hours. Additionally, maintenance or repair of a boat, trailer or any type of motor vehicle may only be performed inside a building and isolated from public view.

### 2. Parking Hours.

- a. No vehicles may park on any streets between 2:00 a.m. and 7:00 a.m. Limited exceptions for extreme circumstances, e.g., driveway repaving, must be requested and approved by the Management Company or RAMCO in advance.
- b. From 7:00 a.m. to 2:00 a.m. visitors and vendors must park their vehicles so that there is no restriction of access for any vehicular traffic. In addition, Owners/Residents are responsible to ensure their guests park only on one side of the street and face in the direction of normal traffic flow.

- B. Commercial/Vendor Vehicles.** All commercial vehicles should park in the Owner's driveway whenever possible. Commercial vehicles may park on Marsh Landing Parkway for so long as they are actively working on an Owner's Lot or working for the Master Board.

- C. Towing Policy.** Vehicles and all other conveyances illegally parked are subject to removal by a towing company, and the Owner of the towed vehicle will be responsible for all towing, vehicle storage and recovering charges therein.

#### **X. GOLF CARTS, LOW SPEED VEHICLES, EBIKES AND SCOOTERS.**

- A.** All "golf cart" type vehicles operated within Marsh Landing, must be registered with the Management Company; carry liability insurance; and display the Marsh Landing Golf Cart decal on the sides of the golf cart. Decals can be obtained at the Management Company. Low Speed Vehicles (LSVs) must also be registered with the Management Company. However, decals are not required for LSVs with registered Florida state license plates.
- B.** Registered golf carts are permitted to use the roadways within Marsh Landing. No powered vehicles/cycles, powered by gas, electric or other form of non-human energy, be it in assist mode or full power mode, be it one wheeled, two wheeled or four wheeled, may be operated on any Marsh Landing sidewalk. Golf Carts/LSV's must be stored out of sight when not in use.
- C.** In accordance with Chapter 612, Florida Statutes, effective 7/1/2023, drivers of a golf cart or low speed vehicle (LSV) in Marsh Landing must be 16 years or older and carry with them a valid driver's license. A person of 15 years of age may operate a golf cart or LSV if they possess a valid Learner's Permit and are accompanied by a licensed driver who is 21 years or older. Golf Cart or LSV operators are responsible for ensuring that the number of passengers do not exceed one passenger per seat and that all passengers remain seated while the vehicle is in motion.

A violation of these rules may result in a traffic stop by a County Sheriff and a moving violation/citation may be issued.

- D.** Non-US/FL Department of Transportation registered gas-powered vehicles (go-carts, mini-bikes, etc.) are prohibited from driving on Marsh Landing streets or sidewalks. Operators of other recreational vehicles such as bicycles (both pedal and electric-powered), scooters, etc. are responsible for complying with applicable state/local regulations.

#### **XI. SAFETY CONSIDERATIONS FOR BICYCLISTS & PEDESTRIANS.**

- A.** All Bicyclists are encouraged to wear helmets and must ride on the right side of roads in single file.
- B.** Bicyclist under the age of 16 are required by Section 316.2065, Florida Statutes to wear a helmet at all times while riding a bicycle.
- C.** "Ebikes" are subject to the same rules and restrictions as regular (i.e. non-powered) bicycles. (See Section 316.20655, Florida Statutes)
- D.** Bicyclists riding on the road must comply with all the same traffic rules that govern cars and trucks.
- E.** No pedestrians, bicyclists, or joggers are permitted on the private Marsh Landing golf course cart paths at any time.
- F.** Bicycles operated after Sunset and before Sunrise must have a white light facing forward and a red light facing rearwards per Section 316.2065, Florida Statutes.
- G.** If there is a sidewalk, pedestrians should walk on the right side of the sidewalk as well. If there is no sidewalk, and you find yourself walking on the road itself, it is advertised to walk against traffic.

#### **XII. HOME-BASED BUSINESSES.**

- A. Letter of Requirements.** Home-based businesses are allowed with a Letter of Requirements and approval from the Master Board. Duval and St. Johns County require a Letter of Requirements to receive a business license in Marsh Landing. Marsh Landing reserves the right to withdraw its approval if requirements are not followed.
- B. Business Signage.** No business signage is allowed, including freestanding signs or signage posted inside a residence visible from the street, common areas, proximate lot, residence, golf course, or attached to homeowner structures.

**XIII. SIGNS.**

- A. "For Sale", "For Rent" and Real Estate Signage.** Only one "For Sale," "For Rent" or real estate sign is to be placed in a yard. Signs must comply with the following:
1. Sign board size of 9 inches by 12 inches.
  2. All signs shall be side mounted single post design.
  3. Sign colors are as follows:
    - a. **Sign background:** Dark Green
    - b. **Lettering:** Beige
    - c. **Post:** Dark Green
    - d. **Height of Post:** 4 feet above ground
  4. All signs must be removed upon sale of house (accepted contract).
  5. No "Coming Soon" signs are allowed.
  6. No builder signs or other contractor signs other than the permit box will be allowed.
- B. Open House, Estate and Auction Sale Signage.** "Open House," "Estate Sale" and "Auction" signs require approval of the Management Company.
- C. Pesticide Signage.** Pesticide application signs are permitted for a maximum period of 48 hours in compliance with FL Statutes.
- D. "Children at Play" Signage.** "Children at Play" signage is allowed at such times as children are playing in the area and the signage is on the Owner's property, including the Right of Way but not in the roadway.
- E. Other Signage.**
1. Signs may be placed in a yard as long as each sign:
    - a. Sign may not exceed 24 inches by 36 inches with lettering not to exceed 12 inches.
    - b. Sign must be professionally produced and maintained in a neat condition.
    - c. Sign may recognize either:
      - 1) A celebratory event for a family member or relative; or
      - 2) A local school event or achievement.
    - d. Sign may not express an opinion in support of or against any political, religious, charitable, cultural, ethnic or other cause, candidate or viewpoint.
    - e. Sign may not display any offensive or derogatory language or imagery.
    - f. Sign may not be placed in the right-of-way.
  2. Unless required by State Statute, other signs are prohibited whether free standing or attached to any homeowner structure.

**XIV. CONTAINERS: GARBAGE, YARD DEBRIS AND RECYCLING.**

- A. Curbside Placement.** All containers (garbage, yard debris and recycling) are to be placed curbside no earlier than 24 hours before collection. Containers are to be returned to storage area no later than 24 hours following collection in accordance with Statutes. Repeat occurrences within a twelve-month period are considered a continuing violation. Owners are encouraged to return containers to storage areas the evening of pickup.
- B. Storage Requirements.**
1. All containers, whether used for garbage, yard debris or recycling shall be stored out of view from the street or adjoining and proximate properties when not at the curb for collection.
  2. Yard debris shall be stored out of view from the street, adjoining and proximate properties and shall not be placed curbside sooner than the day before collection.
- C. Yard Debris Requirements.** Consult county's current vendor website for limitations/restrictions. Yard debris exceeding the vendor's requirements for removal is the owner's responsibility to have removed.

**XV. ANIMALS, PETS, AND WILDLIFE.**

Owners, residents, and their guests shall assume full responsibility for personal injury or property damage caused by any pet of theirs or of a guest of the member, and hold the Master Association and the HOA harmless against any loss claims or liability arising from a pet act. Owners, residents, and their guests are responsible for reimbursing the Master Association or other parties for damage to landscaping, structures, or personal property caused by their pets.

- A. Prohibited Animals.** No livestock or poultry shall be raised, bred or kept anywhere within a Marsh Landing property. Without limiting the foregoing, it is specifically acknowledged that farm animals, horses, ponies, pigs, chickens, barnyard fowl, ducks, geese and goats are specifically prohibited on or about the property.
- B. Leash Restrictions.** All pets must be leashed or otherwise appropriately physically restrained (as defined by either St. Johns County Ordinances 2017-36 or current version, or applicable Duval Ordinances) **at all times** when they are off the Owner's property. **"Electronic leashes" are NOT allowed.** Owners of unleashed pets are subject to fines by both the Master Board, as well as St. Johns or Duval County authorities. Tethering of pets is not permitted.
- C. Pet Waste Collection and Disposal.** All pet owners or pet walkers shall be held strictly responsible to immediately collect and properly dispose of their pet's waste in all areas of Marsh Landing. Dog waste should never be placed in storm drains.
- D. Removal of Pets.** St. Johns or Duval County Animal Control will be contacted for pets that are loose, a threat, or otherwise a nuisance. This may include fines from County authorities.
- E. Feeding Wild Animals.** The feeding of wild animals and waterfowl (geese, ducks and/or any wildlife not usually kept as common domestic pets) is prohibited and subject to a fine.
- F. Pond Stocking.** No Owner, Resident or Visitor shall introduce or stock any pond in Marsh Landing with any fish or other living organisms without first obtaining permission from the St. Johns River Water Management District and the Master Board.
- G. Pet Structures.** Exterior pet kennels/shelters/structures are prohibited. Dog runs are allowed only with the review and approval by the ARB prior to installation.

**XVI. SPORTS GEAR, PLAY STRUCTURES AND DRONES.**

- A. Permanent Play Structures/Trampolines.** The design and location of all permanent basketball goals, permanent play structures and trampolines must receive ARB approval prior to installation. Portable basketball goals must conform to the guidelines specified in ARB guidelines. "Tree Swings" are considered to be a "play structure" and must receive ARB approval prior to installation. Tree swings must conform to the ARB's guidelines.
- B. Sports Gear/Yard Toys/Portable Equipment.** All sports gear, yard toys, bicycles, and portable equipment (excluding basketball goals) must be stored out of sight from one hour after sunset and until sunrise.
- C. Recreational Drones.** Members and their guests shall not cause their drone to fly in such a manner as to create a danger to any person or would invade the privacy and/or "personal space" of another person.

**XVII. ESTATE, AUCTION, YARD, GARAGE SALES AND OPEN HOUSES**

- A. Estate Sales.** All estate sales must be in compliance with the Marsh Landing Estate Sale Policy.
  - 1. The Management Company must approve all estate sales and auction sales at least ten (10) business days in advance of the event date.
  - 2. Estate, yard, and garage sales may only be held inside the home and sale items are not to be placed outside the home for viewing or selling.
- B. Open Houses and Auction Sales.** All realty open houses and auction sales, including those "For Sale by Owner," must be in compliance with the Open Houses Policy.
  - 1. Owners or their realtor are required to notify the Management Company of any open house at least ten (10) business days prior to the event date.

2. Owner or their realtor must physically be at the home at all times during the event.
3. Owner is fully responsible for damages to any property as a result of the event.

#### XVIII. PARTIES.

- A. Registration.** Residents must register parties and events with Management Company ten (10) business days in advance when the anticipated number of vehicles to be parked cannot be accommodated by a resident's own driveway and street frontage. Open Gate is no longer permitted. Contact the Management Company and refer to Parties and Events for details.
- B. Parties for Minors.** Parties for any minor (under 21 years old) require adult supervision by the Resident who agrees to be present and responsible for the activities at the party, for the duration of the party.
- C. Parking Rules.** All Parking rules in Section IX apply to parties. See appendix for Parties.

#### XIX. HUNTING.

- A.** No hunting is allowed anywhere in Marsh Landing by any means, including by the use of any firearm, pellet gun, long bow/cross bow, snare or any other form of trap for the purpose of taking of any animal or bird without the approval of the Master Board and in accordance with State of Florida Fish and Wildlife Commission rules in effect at the time. The Master Board deems hunting as a violation and is subject to a fine.

#### XX. PARKS: OSPREY, OSPREY DOG PARK, AND FLETCHER PARKS.

- A. Hours.** All parks are open **Sunrise** to **Sunset**. There may be exceptions for Special Events as permitted.
- B. Dogs.** Dogs must be kept on a leash at all times and are not allowed in the fenced play equipment areas.
- C. Osprey Dog Park:**
  1. Only Dogs that have been fully vaccinated to current county & state requirements and registered with MLMC, are allowed to enter the Osprey Dog Park.
  2. People entering the park with their dog(s) are fully responsible for the actions of their dogs.
  3. Owners are required to comply with all posted regulations for Dog Park usage and any violations therein are considered a violation of these rules.
  4. The park is open from Sunrise until Sunset.
- D. Parking.**
  1. Motor vehicles, scooters and golf carts must be parked in a designated area and are not permitted inside the recreation grassed areas or they will be towed at owner's expense.
  2. Bicycles must be parked in designated bike rack areas.
- E. Alcohol Usage.** No person may sell alcohol in Osprey Park or Fletcher Park. Owners and their family members and guests may imbibe alcoholic beverages in Osprey Park or Fletcher Park during park hours, so long as all State and local laws and ordinances are strictly followed, and as so long as behavior does not cause a nuisance to any person.
- F. Restrictions.** Since Fletcher Park and Osprey Park are primarily designed for children, they are designated as "No Smoking" areas. Please refrain from smoking of any kind, including cigarettes (tobacco or electronic), cigars, or pipes, e-cigarettes and vaping.

#### XXI. OTHER MISCELLANEOUS RULES AND REGULATIONS.

- A. Window Air Conditioners.** Window air conditioners are prohibited.

- B. Clotheslines.** Clotheslines and drying of laundry outdoors must be screened from the street and adjacent properties views.
- C. Outdoor Burning.** No outdoors burning of yard debris, construction debris or household refuse is permitted anywhere in Marsh Landing.
- D. Propane Tanks.** Exposed propane tanks other than barbeque propane tanks are prohibited.
- E. Portable Grills.** Portable grills (propane, gas or charcoal), including "smokers," portable "fire pits" and any other outdoor cooking equipment and accessories, must be out of view from the street when not in use.
- F. Firewood Storage.** All firewood shall be stored in a screened area and must not be visible from the street or from adjacent property.
- G. Waterway and Street Dumping.** No grass clippings, yard trash, garbage, construction materials, soil or other silt causative, toxic chemicals, excess fertilizer, excess pesticides or any other foreign materials are to be dumped or placed in the waterways or street drains that lead into the waterways.

**XXII. HURRICANE PREPARATION.** The following is required two days prior to the projected impact of a hurricane:

- A.** Cessation of all deliveries of building/renovation materials.
- B.** All portable toilet facilities, wood or other materials must be removed or placed in a closed garage.
- C.** Dumpsters shall be emptied or removed.
- D.** Secure loose objects or potential projectiles.

**XXIII. ST. JOHNS/ DUVAL COUNTY ORDINANCES.**

- A. Speeding.** The county-approved speed limit on all streets in Marsh Landing is 25 mph.
- B. Nuisance and Disturbances.** Marsh Landing residents will comply with applicable county noise ordinances. Avoid any unreasonably loud, raucous, excessive, unnecessary or unusual noise, including barking dogs or party music after 10:00 p.m. Sunday night through Thursday nights and after 11:00 p.m. Friday and Saturday nights. Contact SJSO or JSO to report violations. Nothing shall be done on any portion of Marsh Landing which may be or become an annoyance or nuisance to Residents. This includes any activity which would endanger the health or safety of people.
- C. Fireworks.** Per Chapter 791, Florida Statutes, residents of Florida may shoot off fireworks that launch or explode, on the Fourth of July, New Year's Eve, and New Year's Day. In accordance with Florida law, on these specific days, a resident is allowed the use of fireworks, that use explosives and launch into the sky, including shells and mortars, multiple tube devices, Roman candles, rockets, and firecrackers, *only* when such use in strict compliance with Chapter 791.

Fireworks must be set off from a member's property. Any resulting damages to another member's property from said fireworks are the sole responsibility of the person launching them.

The use of fireworks on all MLMA Common Property, Marsh Landing Golf Course and HOA Common Property is strictly prohibited.

On other days of the year, Marsh Landing residents may employ other non-airborne, non-exploding fireworks (sparkers, snakes etc.), that are ground based or handheld, cannot propel themselves through the air and that contain no more than 100 grams of the chemical compound that produces sparks upon burning. All are subject to any applicable current St Johns County or Duval County Ordinances.

Firework Disposal: If you have unused, misfired or "dud" fireworks, following these safe disposal steps will help ensure the protection of you, your family and waste haulers and handlers:

1. Submerge fireworks completely in a large bucket of water and soak until thoroughly saturated. This may take 15 minutes for small fireworks or as long as overnight for larger ones.

2. Double wrap the completely soaked fireworks in plastic wrap or two plastic bags so they do not dry out.
3. Place the double-bagged fireworks in the household trash or take them to your local solid waste facility.
4. You can contact your local fire department or solid waste facility as other disposal options may be available in your community.

#### XXIV. COVENANT ENFORCEMENT.

The Master Board, as authorized by its Governing Documents, approves these updated Rules and Regulations for Marsh Landing. These Rules and Regulations are not inclusive. Marsh Landing Governing Documents, along with its Rules and Regulations are established to maintain and improve the safety, beauty and quality of life in Marsh Landing.

The Rules and Regulations are reviewed and updated as deemed appropriate by the Master Board to (i) meet specific concerns of Members and (ii) ensure Marsh Landing's compliance with updates made to the State of Florida Statutes, (specifically to Chapter 720 and other FL State Statutes, which is known as "The Homeowners' Association Act"), as well as any county ordinances pertinent to Marsh Landing.

The Master Board periodically distributes and updates its Rules and Regulations to promote Member/Resident awareness and help mitigate non-compliance. The goal is Member/Resident compliance with Master and Sub-Association covenants, conditions, restrictions, rules and regulations as agreed to by Owners when purchasing property in Marsh Landing (or signed a rental agreement for a residence in Marsh Landing). It is the responsibility of Each Member/Resident is expected to be familiar with Marsh Landing's governing documents and its Rules and Regulations. Members/Residents are encouraged to consult the Marsh Landing website for pertinent documents and updated information.

**Master Board Operations:** Master Board meetings are held monthly. Information about the agenda, committee reports, and approved minutes can be obtained on the Marsh Landing website or by calling the Marsh Landing Management Company.

**Marsh Landing Management Company** assists Members with all matters related to the Master and Sub-Associations. Residents are encouraged to contact the Management Company with questions or concerns regarding (i) Marsh Landing Rules and Regulations, (ii) covenants, conditions, restrictions, rules, and regulations found in Master and Sub-Association Governing Documents, and (iii) guidelines, policies, procedures, rules and regulations related to the Architectural Review Board (ARB), Access Control (AC), Parks and Recreation, CVHC, Assessments, and Marsh Landing Communications.

- A. Member Liability for Actions of Others.** Compliance is mandatory for Members, as well as for any Member's invitee, licensee, vendor/contractor, guest, tenant, family member or other residing occupant. While all are subject to compliance, the Member is responsible to the Master or Sub-Association for the actions of those individuals or companies authorized for entry into Marsh Landing. Members will be held liable for rules violations or property damage by any Member's invitee, licensee, guest, tenant/renter, family member or other residing occupant.

Similarly, Members are also liable for any type of property damage caused by the actions of a Member or its invitees. Should any property damage occur, the Management Company will arrange for required repairs through its preferred vendors. Repair bills will be submitted to the responsible Owner for immediate payment. Non-payment of damages may result in an Assessment against the Owner's Property Account. In this event, the remedies afforded the Master or Sub-Association for the Owner's failure to pay an assessment shall apply.

Damages to any property (Master, HOA, or privately owned) by an invitee (vendor, contractor, or guests) is the responsibility of the inviting member.

- B. CVHC.** CVHC is established by the Master Board and tasked with hearing challenges to fines and suspensions arising from violations of Marsh Landing Rules and Regulations and Governing Documents. Owners have the right and are encouraged to appear at a CVHC hearing when invited to do so.
- C. Violation Notices.** Violation Notices are generated by the Management Company and are based on observations reported by the Management Company agents, RAMCO, ARB, and HOA Boards. Residents may also contact the Management Company to report known or suspected violations with the expectation of remaining anonymous if the violation can be observed and verified by RAMCO or the Management Company personnel. If a Resident reports a violation that cannot be independently observed by the Management Company or RAMCO, a violation cannot be acted upon without the assistance of the reporting Resident.

1. Procedure: After a violation occurs and is verified, Members are notified in writing of the nature of the violation

and the deadline for compliance. If not corrected in a timely manner, Members will be invited to attend a CVHC hearing. Owners have the right, and are encouraged to appear at a CVHC hearing, for the purpose of providing additional information and to ensure a fair hearing.

- D. Fines and Temporary Suspensions.** In addition to all other remedies afforded the Master and Sub-Associations by law or in the Governing Documents, the Master Board has the authority to levy fines and/or the temporary suspension of use rights (including RFID privileges and use of common area facilities) upon any Member for failure of the Member, his family, guests, licensees, invitees, tenants, or other occupants to comply with any condition, covenant, restriction, rule or regulation contained in the Governing Documents, so long as procedures related to levying fines comply with Florida Statutes.

A fine or suspension is levied by the Master Board at a properly noticed board meeting; but must subsequently be ratified or rejected by CVHC after a properly noticed hearing has been afforded the Owner. CVHC's decision to impose or dismiss fines and/or declare a suspension of use rights is in strict accordance with Chapter 720, Florida Statutes.

1. Levied fines may begin on the date of the violation and may accumulate at the rate of \$100 a day, per violation, up to a maximum of \$10,000 per noticed violation.
2. Fine payments are due thirty (30) days after the date of CVHC letter regarding the hearing/fine confirmation.
3. Non-payment of fines is subject to an assessment against Owner's property account and the remedies afforded the Master or Sub-Association for the Owner's failure to pay assessments shall apply. See the Accounts Receivables and Procedures Guidelines on the Marsh Landing HOA website.

## **XXV.OFFICIAL RECORDS**

- A.** Official records are maintained in accordance with the Statutes. The governing documents, rules, and the Green Book are accessible on the public page of the Marsh Landing HOA website. Owners can also view board and committee minutes for the last 3 years, the annual budget, contracts included in the budget, the annual audit and reserve study once registered on the website. For any other official record not found on the websites, Owners should send written certified notice to Marsh Landing Management Company. If practical, digital copies will be provided. In the event digital copies cannot easily be produced, Marsh Landing Management will provide times during normal business hours to come to the office to view and copy the records in accordance with the Statutes.

Visit us at our official website to view governing documents, financials, meeting information and more.

