

PINEWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.  
EXTRACTS FROM Condominium Documents  
RULES AND REGULATIONS

**1. Insurance**

The Association, through its Board of Directors, shall purchase an insurance policy insuring the building and improvements erected upon the property, all fixtures and personal property owned in common by the unit owners, against loss or damage by fire and hazards covered by windstorm and extended coverage endorsement; such policy shall be in an amount which shall be equal to the maximum insurable replacement value as determined annually by the insurance carrier, or by the Directors of the Association in the event the carrier fails or refuses to make such determination. (Refer to Declaration of Condominium, Article XV.)

**2. Common Elements**

The common elements shall include the land in each phase included or as added and all improvements which are not included within the units, together with such other items as are set forth in the Condominium Act. Unit owners, for purposes of maintenance, shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, together with the walls and partitions contained within the perimeter boundaries of the owners' respective units, including plaster, paint, wallpaper, carpeting, etc., but shall not be deemed to own any portion of those items defined as common elements by the Condominium Act. No material alteration or substantial additions to the common elements except for the adding of additional phases provided herein shall be made except upon the affirmative vote of seventy-five (75%) percent of the unit owners.

**3. Limited Common Elements**

Limited Common Elements mean and include those common elements which are reserved for the use of a certain unit or units to the exclusion of other units.

Assigned parking spaces are declared to be Limited Common Elements. Each unit owner shall have the exclusive use of the parking space numbered the same as the unit owner's unit, all as set forth in the Declaration of Condominiums, Sheet 3 of Exhibit "D".

The owner or resident will only park in this assigned space unless written permission to park in another assigned space is obtained.

**4. Additional Parking**

The parking spaces containing the letter "G" as shown in the Declaration of Condominiums on Sheet 3 of Exhibit "D", constitute part of the common elements as heretofore defined and shall be used in common by the unit owners and their guests and invitees pursuant to reasonable rules and regulations to be adopted from time to time by the Association.

## **5. Restrictions**

All unit owners, in addition to any other obligation, duty, right, or limitation imposed by the Declaration, Articles of Incorporation, By-Laws of the Association, and the Condominium Act, shall be subject to and agree to abide by the following restrictive covenants. These restrictions apply to all unit owners and their families, guests, invitees, tenants, and lessees:

- (a)** No unit shall be used for any purpose other than as a single-family residence or dwelling.
  - (b)** Each unit owner shall keep and maintain the interior of their unit in good condition and repair, including all appliances, the entire air-conditioning system (including compressors, ducts, and vents, whether located inside or outside the unit), and all electrical systems, water lines, and fixtures within the unit.
  - (c)** No unit owner shall place or permit the placement of any signs of any nature on the common elements, limited common elements, or within a unit if such sign is visible from any portion of the common elements, except for nameplates. All nameplates must be uniform in size and design and approved by the Board of Directors.
  - (d)** No cats or dogs shall be permitted on the premises. Pets are not permitted in any units or common elements, except for birds (such as parakeets or canaries) and fish (such as goldfish or other tropical fish).
  - (e)** Unit owners, their families, guests, invitees, or lessees shall not deface, alter, repair, or replace any portion of the common elements or limited common elements. Any damage caused shall be the responsibility of the unit owner.
- Residents wishing to add plants or hanging plants must obtain advance permission from the Board of Directors. Only one (1) hanging plant per unit may be approved.
- (f)** All common areas shall be kept free for their intended use by all unit owners and shall not be used for storage by individual unit owners, whether temporarily or permanently.
  - (g)** No clothing, bedding, or similar items shall be dried or aired in any outdoor area.
  - (h)** All garbage and trash shall be placed in disposal installations designated by the Association.
  - (i)** All occupants shall exercise extreme care to avoid making noises or using musical instruments, radios, televisions, or other sound reproduction systems in a manner that may disturb other occupants.
  - (j)** No occupant shall play, or permit to be played, any musical instrument or operate any sound reproduction system between the hours of **11:00 p.m. and 9:00 a.m.**

## 1. **55+ Housing Compliance**

The 55+ language is consistent with federal “housing for older persons” standards, but enforcement requires accurate records and periodic verification.

## 2. **Guest vs. Tenant Distinction**

The document clearly states that anyone occupying a unit without the owner or lessee present is considered a **tenant**, which has leasing and approval implications.

## 3. **Occupancy Caps**

The hard caps on total occupants (5 for one-bedroom, 6 for two-bedroom) should be checked against local housing or fire codes.

## 4. **Vehicle Restrictions**

The prohibition on RVs, boats, trailers, and non-standard vehicles is strict but clearly stated and enforceable if signage and enforcement are consistent. **5.14 Inoperable or Unlicensed Vehicles**

5. No vehicle that is **not currently licensed** or that **cannot operate on its own power** shall remain on the Condominium premises for more than **seventy-two (72) hours**.
  6. For purposes of this section, the term "**licensed**" means that, at all times, the vehicle displays a license plate or license tag bearing a valid registration sticker issued by the State of Florida or another state, as applicable.
  7. Any member of the Board of Directors, or the Board's authorized agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power may affix a sticker to the vehicle notifying the owner that the vehicle is in violation of the Condominium's rules and regulations.
  8. The owner of the vehicle shall have **seventy-two (72) hours** from the date and time indicated on the sticker to contact the Board or its agent and demonstrate that the vehicle is capable of operating on its own power. If the owner fails to do so, or fails to contact the Board, the vehicle may be **towed at the owner's expense**.
  9. Any vehicle violating any provision of this section may be towed at the owner's expense. Any damage caused to, or by, the towed vehicle shall be the sole responsibility of the vehicle owner.
  10. The Board of Directors or its agents shall have the authority to affix violation stickers to vehicles; however, **nothing herein shall be construed to require the Board to affix a sticker prior to towing**.
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## **Age, Occupancy, Guest, and Vehicle Restrictions (Revised)**

### **(k) Age Restrictions**

All homeowners / tenants must be 55 years or older unless the second occupant is married to the owner

The term "**permanent occupant**" includes all person occupying a Unit, except temporary residence.

This restriction shall not apply to any person residing in a unit in this condominium on **September 13, 1988**. The Board of Directors shall promulgate such rules, regulation, and procedure as may be necessary from time to time to ensure compliance with the restrictions

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### **(l) Temporary Guests**

"Temporary guests" are defined as persons present in a unit who meet **both** of the following conditions:

1. The unit owner or an approved tenant is also present in the unit; and
2. The guest's stay does not exceed:
  - o three (3) weeks during any six (6)-month period, or
  - o six (6) weeks during any twelve (12)-month period.

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### **(m) Occupancy Limits**

No one-bedroom unit shall be permanently occupied by more than **two (2)** individuals, and no two-bedroom unit shall be permanently occupied by more than **four (4)** individuals, except as provided below.

#### **1. Visitor Occupancy Exception**

Unit owners or approved lessees may have visitor occupants of any age for up to:

- o three (3) weeks during any six (6)-month period, or
- o six (6) weeks during any twelve (12)-month period,

provided that at no time shall:

- a one-bedroom unit be occupied by more than **five (5)** individuals, nor
- a two-bedroom unit be occupied by more than **six (6)** individuals.

## 2. **Persons Not Considered Guests**

The following individuals are not considered guests and are not subject to the time limitations above:

- A child subject to a shared custody arrangement between parents;
- A person residing in a unit for the purpose of assisting a unit owner who is ill or disabled;
- Family members occupying a unit in the absence of the unit owner.

A **guest** is defined as a person visiting a unit owner or approved lessee **while that owner or lessee is present**. Any person occupying a unit in the absence of the owner or lessee is not a guest and, for purposes of this Declaration, is considered a **tenant**.

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### **(n) Motorized Vehicles (Non-Automobile)**

Unit owners and their guests shall not keep, maintain, or operate motor bikes, minibikes, motor scooters, or any similar type of motor vehicle within the Condominium property as legally described in Exhibit "D" of the Declaration of Condominium.

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### **(o) Parking and Vehicle Restrictions**

No motor vehicles other than regular passenger automobiles, pickup trucks, or light vans shall be parked on the Condominium property, except for the time reasonably necessary for pickup and delivery.

Large recreational vehicles, boats, and boat trailers shall not be parked in parking spaces or on the common elements of the Condominium.

No unit shall have more than **two (2)** vehicles. All vehicles must be parked in assigned parking spaces designated for unit owners. Guest parking spaces are available on a first-come, first-served basis only.

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### **Important Issues to Be Aware Of**

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### **5.15 Alterations Within Units**

11. No unit owner shall make any alteration, improvement, or perform any work within their unit unless **prior written approval** is obtained from the Board of Directors.
12. Such approval shall not be unreasonably withheld; however, approval may be denied if the proposed work, improvement, or addition would:
13. Jeopardize the safety or structural soundness of the common elements;
14. Adversely affect the aesthetics of the building; or
15. Impair any easement or common system.
16. \_\_\_\_\_

### **17. 5.16 Amendment and Rulemaking Authority**

18. The foregoing restrictive covenants may be amended only in the manner provided for amendments to the Declaration.
19. The Association shall have the right to adopt and amend reasonable rules and regulations governing the use of the Condominium property, as authorized by its Articles of Incorporation.
20. \_\_\_\_\_

### **21. 5.17 Enforcement and Legal Costs**

22. If a unit owner violates any provision of these restrictions and, after written notice from the Board of Directors, continues such violation, the Association may bring legal proceedings to enforce or abate the violation.
23. If the Association is successful in such litigation, the violating unit owner shall be responsible for **all costs and expenses incurred**, including reasonable attorneys' fees, as permitted by law.

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### **- FINES**

#### **Authority to Levy Fines**

24. Pursuant to **Florida Statutes §§ 617.10(3) and 718.303(3)**, the Board of Directors may impose fines upon unit owners for violations of:

25. The Condominium Act;
26. The Declaration;
27. The Articles of Incorporation;
28. The Bylaws; and
29. Lawfully adopted rules and regulations,
30. by unit owners, their tenants, guests, or invitees.
31. Fines may be imposed in reasonable amounts, **not to exceed fifty dollars (\$50.00) per violation**, and **each day a violation continues shall constitute a separate violation**.
32. No fine shall be imposed until the offending party (which shall always include the unit owner) has been provided **written notice of the violation and an opportunity for a hearing**, as required by law.

#### **– FINES AND ENFORCEMENT PROCEDURES**

##### **.1 Authority and Right to Hearing**

Pursuant to Florida Statutes §§ 617.0103 and 718.303, the Board of Directors may impose fines upon unit owners for violations of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, the Bylaws, and lawfully adopted rules and regulations.

No fine shall be imposed until the offending party (which shall always include the unit owner) has been provided **written notice of the alleged violation** and an **opportunity to appear and be heard** before the Board of Directors or the Grievance Committee.

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##### **.2 Violations Subject to Discipline**

For any violation of, or failure to comply with, the Declaration of Condominium, the Bylaws, the Articles of Incorporation, the rules and regulations of the Association, or the rules governing any recreational facility, whether committed by a unit owner or by the unit owner's guest, tenant, or family member, the unit owner may be:

- Fined,
- Reprimanded, or

- Censured

by the Board of Directors of the Association.

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### **.3 Fines, Continuing Violations, and Damage Assessments**

A fine not to exceed **fifty dollars (\$50.00)** per violation may be imposed. Each day a violation continues shall constitute a **separate violation**, and additional fines or assessments may be levied on a daily basis.

In the event of damage to, or destruction of, Condominium property, the Board may also levy a fine or assessment sufficient to cover the costs of **repairing or replacing** such property.

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### **.4 Grievance Committee**

Hearings shall be conducted by a **Grievance Committee** of the Condominium.

- The Board of Directors shall appoint the initial members of the Committee.
  - The Grievance Committee may elect additional members as it deems necessary.
  - A **majority** of the members hearing a matter shall be sufficient to make findings of fact.
  - **No member of the Board of Directors** shall serve on the Grievance Committee.
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### **5 Hearing Procedures**

The following procedures shall apply to all Grievance Committee hearings:

#### **1. Written Charges**

Written notice of the alleged violation or failure to comply with the Condominium documents or rules shall be personally delivered to the unit owner or sent by **certified mail, return receipt requested**.

#### **2. Notice of Hearing**

The unit owner shall be given at least **fourteen (14) days' notice** of the time and place of the hearing. The notice shall:

- Inform the owner of the right to request an adjournment;

- Advise that the owner may be represented by counsel or another representative; and
- Permit the owner to present evidence either in person or by written submission.

### **3.Failure to Appear**

If the unit owner fails to appear or submit written evidence, the charges shall be **deemed admitted**.

### **4.Conduct of Hearing**

The hearing shall be conducted in an informal manner, allowing each party a full and fair opportunity to present their position and to question witnesses.

### **5.Committee Report and Recommendation**

Within **seven (7) days** after the hearing, the Grievance Committee shall issue a written report setting forth its findings of fact and recommendation to the Board of Directors.

Upon receipt of the report, the Board of Directors shall render a **final decision** by majority vote.

### **6.Written Notice of Decision**

The Board shall provide written notice of its decision to the unit owner either by hand delivery or by **certified mail, return receipt requested**.

### **7. No Waiver of Rights**

Nothing herein shall be construed to limit or waive the rights of the Association or any unit owner to pursue any remedy or relief available at law or in equity, including enforcement proceedings in court. **5.18 Enforcement Costs and Attorneys' Fees**

**(e)** In the event it becomes necessary for the Board of Directors to institute legal proceedings for damages, enforcement, or abatement of any provision of the Declaration, Bylaws, or other restrictive covenants, **the prevailing party** shall be entitled to recover all costs and expenses incurred in such proceedings, including **reasonable attorneys' fees**, as well as reasonable attorneys' fees incurred in any appellate proceedings.

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## **5.19 Transfer of Condominium Parcels**

### **(f) Transfer Restrictions**

#### **(1) Sale or Transfer Approval**

Prior to the sale or transfer of a Condominium parcel, any unit owner desiring to sell or transfer the unit shall submit the **name of the proposed purchaser** and a **copy of the executed contract of sale** to the Board of Directors for approval or disapproval.

The Board shall approve or disapprove the proposed transfer **within ten (10) days** from the date the contract of sale is submitted.

- If approved, the approval shall be **in writing** and executed in recordable form suitable for recording in the Public Records of Pinellas County, Florida.
- If the Board neither approves nor disapproves the transfer within ten (10) days, the transfer shall be **deemed approved**.

If the Board disapproves the transfer, the Board shall have **twenty (20) days** from the date of disapproval to purchase the condominium parcel on the same terms and conditions set forth in the contract of sale, except that the purchase price shall be payable in **cash**.

If the Board fails to complete the purchase within the twenty (20) day period, the unit owner shall thereafter be free to sell and convey the unit to the intended purchaser.

## **(2) Transfers Exempt from Approval**

The foregoing approval provisions shall **not apply** to:

- Transfers to members of the unit owner's immediate family, including a spouse, children, or parents;
- Transfers to an institutional mortgagee acquiring title through foreclosure or by deed in lieu of foreclosure;
- Transfers to a purchaser acquiring title as a result of foreclosure proceedings or by acceptance of a deed in lieu of foreclosure; or
- Transfers made pursuant to a court order or decree in connection with the foreclosure of an institutional first mortgage.

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## **5.20 Leasing Restrictions**

### **(a) Prohibited Short-Term or Hotel-Type Rentals**

No unit shall be leased or rented for transient or hotel purposes, which are defined as:

1. Rentals for a period of **at least one (1) year**. Owners intending to enter into or renew a lease agreement shall not do so without the prior approval of the Association. Owners shall, no less than fourteen (14) days in advance of the proposed start date of the lease or renewal of the lease, notify the Board of Directors, in writing, of an intent to lease or an intent to renew an existing lease on such forms as the Board may require.

- (i) Prior criminal convictions which indicate a potential threat to the health, safety or welfare of the Community;
  - (ii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;
  - (iii) Providing false or incomplete information in connection with an application;
  - (iv) Status as a registered sex offender or sexual predator listed in any state or federal sex offender registry or equivalent thereof.
  - (v) Two (2) or more previous residential eviction.
2. Rental where the occupants of the unit are to be provided services, for food and beverages, maid service, furnished laundry or linens, or bellhop services. Other than for the foregoing, the Owner or Owners of the respective units shall have the right to lease same, provided that all such leases are made subject to this Declaration and the Condominium Acts and a copy of the lease is furnished the Directors of the Association. All leases must be in a written format, and the Board of Directors reserves the right to interview all applicants prior to occupancy. The Association may charge an application fee up to the amount allowable by law. For the twelve (12) month period after purchase, a unit can only be occupied by an owner **(NO LEASING)**.

#### **{b) Permitted Leasing**

Except as prohibited above, unit owners may lease their units provided that:

- All leases are **in writing**;
- All leases are subject to the Declaration, the Condominium Act, and all rules and regulations of the Association;
- A **copy of the fully executed lease** is furnished to the Board of Directors prior to occupancy; and
- The Board of Directors reserves the right to **interview prospective tenants** before occupancy.

The Association may charge an **application fee** in an amount not to exceed the maximum allowable by law.

#### **(c) Initial Owner-Occupancy Requirement**

For a period of **SIXTY (60) months or five (5) years following the purchase of a unit**, the

unit may be occupied **only by the owner**, and leasing shall not be permitted during that period.

## **NOISE REGULATIONS**

Over time, the Association has received numerous complaints regarding excessive noise generated both **inside and outside** the Pinewood Village Condominium complex.

The City of Clearwater has adopted an ordinance entitled "**Noise Prohibited Generally,**" **Section 11-26, Code of Ordinances (Ordinance No. 797)**, which prohibits disturbing and unnecessary noise nuisances. This ordinance specifically includes, but is not limited to, noise occurring:

- Between the hours of **11:00 p.m. and 7:00 a.m.**;
- Throughout the entire day on **Sundays**; and
- Noise generated by construction equipment, engines, horns and signaling devices, radios, phonographs, televisions, and similar devices.

The ordinance further prohibits the operation of appliances, including **washers and dryers**, in a manner that produces sound which disturbs the peace, quiet, or comfort of neighboring inhabitants.

In addition, the **keeping of any animal or bird** that causes frequent or continuous noise disturbing the comfort or repose of any person in the vicinity is prohibited.


These municipal noise regulations are **supplemented by the Association's Bylaws**, as set forth in **Exhibit "A" to the Prospectus, Page 14, Sections 9 and 10**, and are enforceable by the Association in accordance with its governing documents.

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### **Noise Complaints**

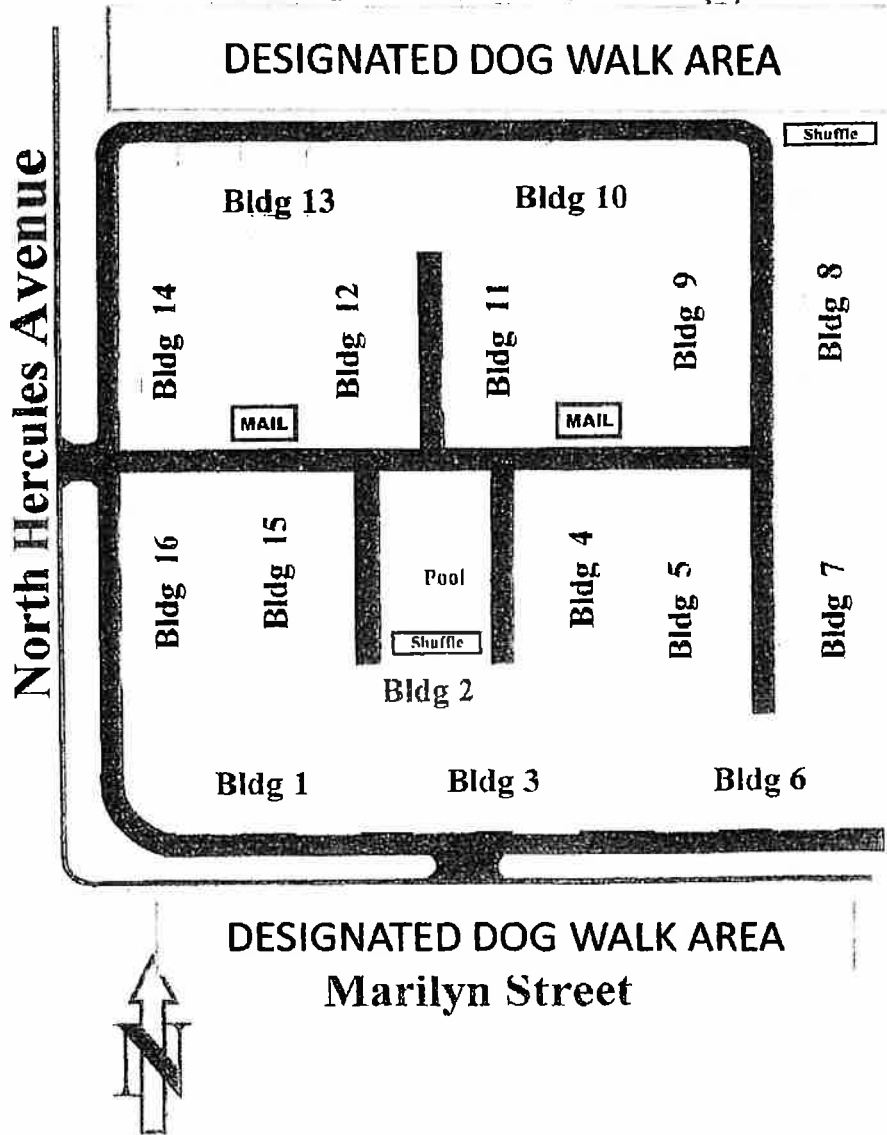
Complaints regarding noise originating from within or outside the Condominium complex should be submitted in the form of a **signed written complaint** and directed to the:

**Clearwater Police Department**

 **(727) 462-8000**

Nothing herein shall limit the Association's right to take enforcement action under its governing documents in addition to any action taken by municipal authorities.

# Pinewood Village



- > DOGS ARE TO BE WALKED IN ONLY DESIGNATED DOG WALK AREAS.
- > DOGS MUST BE LEASHED AT ALL TIMES.
- > OWNER IS RESPONSIBLE FOR CLEANING UP AFTER THEIR PET AND DISPOSING OF SUCH.