

VILLAGE IN THE PINES
RULES AND REGULATIONS

UPDATED 11/2011

Village in the Pines is a condominium association that is governed by community documents. These documents carry a host of rules and regulations that every resident must live by for the benefit and enjoyment of the entire community. It is up to everyone to help make Village in the Pines a secure, safe and peaceful place to live. Thank you.

Unit Exterior

1. Roofs, exterior doors, walls, windows and air conditioner units and sewer pipe lines servicing only a single unit are the responsibility of the Unit Owner.
2. Owners must submit an Architectural Review Form and agree to adhere to any specifications promulgated by the Board of Directors and/or Architectural Control Committee before any alterations or modifications may be made to the Limited Common Elements (Please see SRC Form attached). This would include but is not limited to the following changes:
 - A. Enclosing front entryways or patio areas.
 - B. Roofing or any alteration or addition to an existing roof.
 - C. Installation of new gutters.
 - D. Fencing
 - E. Installation of hurricane shutters.
 - F. Installation of Windows.
 - G. Replacing exterior doors.

Trash

1. Trash containers must be kept in their specified area and only set out on the Common Elements no earlier than 4:00 p.m. on the day before the regularly scheduled pick-up by the County. The Unit Owner is responsible to call for any special pick-up of any large items including, but not limited to, appliances and furniture. Large items may only be placed on the Common Elements twenty four (24) hours before scheduled pick-up.
2. Only metal and plastic trash containers are permitted. All bagged trash, with the exception of lawn and plant materials must be placed within the trash containers and not left sitting by the side of the curbs.

Grounds and Landscaping

1. No planting or removal of flowers, shrubs, plants or trees is permitted on the Common Elements except for the following:
 - A. With approval of the Grounds Committee, Unit Owners may create a plant bed that extends no more than four (4) feet from their front wall and not more than five (5) feet from the corner (no more than seven (7) feet if contouring to the driveway).
2. No planting is permitted along any fencing.

3. No lawn furniture, tools, fire extinguishers or hoses may be left on the Common Elements when not in use. Only vehicles and bicycles may be stored under the carports.
4. The feeding of wildlife is strictly prohibited.

Vehicles & Parking

1. Passenger automobiles, sport/utility vehicles, mini-trucks and vans (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Guests must park in Guest Parking spaces.
2. Commercial vehicles, trucks, dual wheel trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited. Commercial Vehicles are exempt from this regulation while engaged in work at the Condominium.
3. Bicycles must be stored either inside of a Unit or under the carport of a Unit.
4. Vehicle repairs are not permitted on the Condominium Property with the exception of minor maintenance and emergency service.
5. Vehicles may be washed in their designated parking areas and in all cases, the water source for washing cars must come from the Unit where the vehicle owner resides.
6. All vehicles must be currently licensed and no inoperable vehicle or one that is leaking fluid or is without a muffler (or has a defective muffler) may be kept on the property.
7. No vehicle shall be parked on any lawn, grassed or landscaped area, or in any manner that may obstruct traffic within the Condominium Property.
8. Units are limited to two (2) vehicles per unit.
9. No vehicles are to be parked on the common roadways.
10. The speed limit at Village in the Pines is fifteen (15) miles per hour for the safety of all residents.
11. The Association reserves the right to issue parking permits for all vehicles belonging to Unit Owners and tenants.
12. The Association reserves the right to tow any vehicle that violates these rules. Any applicable fees or fines shall be at the owner's expense.

Pets

1. Dogs are not permitted unless they meet the criteria set by the current ADA and FHA standards and have been approved by the Board of Directors. Anyone that needs a service dog is required to have their physician complete a form that has been written by the Association attorney and approved by the Board of Directors in 2010 (please see attached).

2. Unit Owners and tenants are permitted to have two (2) cats which must be kept indoors at all times.
3. Permitted dogs must be kept on a leash (no longer than fifteen feet in length) at all times when on the Common Elements and not be tied or tethered to the ground or any structure.
4. Pet waste must be removed from the Common Elements immediately after deposit. No bags of pet waste may be placed anywhere on the Common Elements or at the exterior of a Unit.
5. All cats and dogs must be up-to-date with all shots and registered with the County.
6. The flushing of cat litter down a Unit toilet is prohibited.

Soliciting and Business

1. Soliciting within the Association is prohibited.
2. Owners and tenants are prohibited from conducting at-home business which would create a parking or nuisance problem.

Sale/Lease of a Unit

1. Village in the Pines is a 55+ community. While a person may buy a Unit if under the age of fifty five (55), at least one person on the Deed must be over (55) if they plan to reside in the Unit.
2. At no time may a person under the age of fifty five (55) lease or rent a unit.
3. At no time may anyone under the age of eighteen (18) reside in the unit for more than one month per calendar year.
4. Any person residing in the Unit that is not on the lease or Deed of the Unit will be considered a tenant should they live in the unit for over thirty consecutive (30) days.
5. Units may not be rented more than once in one calendar year.
6. Any person wishing to purchase or rent a unit must complete an application and permit the Association to run a full background check. Applications must be received at least fifteen (15) days before the lease or closing is to take place. The criteria for approval shall be as follows:
 - A. An applicant must have no convictions of a crime involving violence to persons or property, or of a felony demonstrating dishonesty or moral turpitude.
 - B. An applicant may not be in possession of the Unit prior to the approval of the Association.
 - C. An applicant may not have a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other housing facilities or associations, or by conduct in this Condominium as a tenant, Unit Owner or occupant of a unit.
 - D. An applicant must first provide the information, fees or appearance required to process the application in a timely manner.

- E. The applicant must agree to meet with the Welcoming Committee prior to moving into the unit and after the application has been completed. The Committee is to be given a five (5) day notice of the applicant's desire for the interview.
7. No unit may be leased if the Unit Owner is delinquent in any assessment payment due the Association unless the Unit Owner agrees in writing that rent for the Unit shall be made payable directly to the Association to satisfy all unpaid assessments and related interest, late fees, costs and attorney's fees, due at the time of Association approval of the lease and if a delinquency recurs then subsequently during the term of the lease or any extension or renewal thereof, with an assignment to the Association of all rights of the Unit Owner to collect such rent. Each lease or rental of a unit shall be in writing and shall include, or if it does not shall be deemed to include, the following provision:

Assignment of Rent to Association. The parties hereto agree that VILLAGES IN THE PINES OWNERS ASSOCIATION, INC. (the "Association"), shall be a third-party beneficiary to this agreement and that the tenant/lessee/occupant of the unit may be required to pay the rental payments set forth in this agreement directly to the Association in the event the landlord/lessor/owner is delinquent in the payment of regular or special assessments to the Association. The rental payments shall be used by the Association to bring the delinquent assessments current and shall be applied to all sums due (including assessments, interest, late fees, costs and attorney's fees) in accordance with Chapter 718, Florida Statutes, as may be amended from time to time. The parties agree that the tenant/lessee/occupant, upon receiving written notice (hereinafter referred to as "notice") from the Association by hand delivery or certified mail, return receipt requested, shall make all rental payments to the Association until the delinquent assessments have been satisfied. The Association shall hand deliver or mail by certified mail, return receipt requested, a copy of the notice to the landlord/lessor/owner at the last known address of the landlord/lessor/owner. In the event the Association is required to file an action against the landlord/lessor/owner or tenant/lessee/occupant to collect the rent or otherwise enforce the terms of this provision, the prevailing party shall be entitled to its attorneys' fees and costs incurred both at trial and the appellate levels.

Estate Sales

1. Estate Sales are only permitted once a Unit Owner has passed away and the home is either to be placed on the market or assigned to an estate.
2. May use up to five (5) directional signs for information but only on the days of the sale. Signs may not be placed on the trees, fences, utility poles, windows or on the exterior of the Unit.
3. The Estate Sale is to last no longer than two (2) days and must take place between the hours of 8:00 a.m. and 4:00 p.m.
4. The Owner or Agent conducting the sale is to be held responsible for parking, signs, traffic and people control. Parking must be on one side of street only
5. Parking on the grass is not permitted.

Signs/Flags/Antennas/Satellite Dishes

1. Signs – No signs are permitted on the property with the following exceptions:

- A. Estate Sale signs may be placed as stated above.
 - B. Home protection signs may be placed within three feet of the exterior of the Unit.
2. Flags - a Unit Owner may display one portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4-½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
 3. Antennas/Satellite Dishes - No exterior radio, television, satellite dishes or data reception antennas or any exterior wiring for any purpose may be installed without the written consent of the Directors.
 - A. No television, radio, satellite, or other antenna or satellite system may be installed on the Common Elements by any person other than the Association, except as provided herein.
 - B. Certain television, satellite, or other antenna systems may be erected or installed on condominium property subject to compliance with the following requirements:
 - a. Permitted antennas include (collectively hereinafter referred to as "antennas"): Direct broadcast satellite dishes (DBS) that are less than one meter in diameter. Multi-channel, multi-point distribution service devices (MMDS) that are less than one meter in diameter or diagonal measurement.
 - b. Antennas are only permitted to be installed in exclusive use areas, such as limited common element patios. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.
 - c. Antennae may not extend to or over the Common Elements.

Amenities
Clubhouse/Pool

1. Clubhouse
 - A. The clubhouse is for the exclusive use of the residents. It is not available to any outside organization.
 - B. The clubhouse is available for the private parties of residents with written permission by the Board at least two weeks before the date of the event.
 - C. Clubhouse usage if for parties of twenty (20) or more guests with a maximum of one hundred (100) guests.
 - D. A one day liability policy is required for all private parties without exception.
 - E. The host of the party is responsible for cleaning and restoring the facility to its original condition immediately after the affair is over.
 - F. A security deposit, as determined by the Board, is required for any private function.
 - G. Furniture and equipment is not permitted to be taken from the clubhouse.
 - H. Wet bathing suits are not permitted in the clubhouse.
 - G. Any person under the age of sixteen (16) must be accompanied by an adult.
 - H. Lights must be turned off and air conditioner set to the standard temperature when leaving the facility.
 - I. The billiard tables must be brushed and covered after use and all equipment stored.
2. Pool and Surrounding Area
 - A. Persons must shower before entering pool.

- B. No one under the age of sixteen (16) years of age is permitted in the pool unless accompanied by an adult (owner, tenant, guest).
- C. Underwater pool lights may be used when needed but must be turned off when not in use.
- D. Bicycles are not permitted in the pool area.
- E. Pool furniture may not be taken from the pool area for any reason. Loungers must be placed back into the upright position after using. Please use a towel on the furniture to limit oil saturation on the furniture.
- F. As per County regulation, no food or beverages are permitted in the pool or on the pool deck.
- G. No glassware is permitted in the pool or on the pool deck.
- H. No toys or floats are permitted in the pool.
- I. No rough play or diving is permitted in the pool.
- J. Children of diaper age must be wearing a waterproof diaper.
- K. No pets are permitted at the pool area.