

**VILLAGE IN THE PINES**  
**RULES AND REGULATIONS**

UPDATED 10/2015

The Rules and Regulations contained herein are intended to be summarize and/or to implement or further explain the requirements, limitations, and obligations contained in the Declaration of Condominium, Articles of Incorporation, and Bylaws for Village in the Pines.

**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. As provided in the Association's *Exterior Architectural Standards*, a Unit Owner shall submit an *Architectural Review Committee – Request for Modification* and shall agree to adhere to any specifications promulgated by the Board of Directors before any alterations or modifications may be made to the exterior of the Unit or Building. This pre-approval requirement applies, but is not limited to, the following alterations and modifications:
  - A. Fence replacement;
  - B. Roof replacement;
  - C. Window and sliding glass door replacement;
  - D. Exterior door replacement;
  - E. Carport beam replacement;
  - F. Gutter replacement;
  - G. Enclosure of the front lanai;
  - H. Installation of a front entranceway covering;
  - I. Installation of hurricane shutters; and
  - J. Unit/Building Painting;

**Trash**

1. Trash containers shall be stored in their specified storage area for the particular style of Unit and shall only be 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. Trash containers shall be returned to their specified storage area on the same day of pick-up.

2. The Unit Owner is responsible to call for any special pick-up of any large items including, but not limited to, appliances, fixtures, furniture, and renovation debris. Large items may not be placed on the Common Elements no more than twenty-four (24) hours before scheduled pick-up.
3. Only metal and plastic trash containers are permitted. All bagged trash, with exception of lawn and plant materials, must be placed within the trash containers and not left sitting by the side of the curbs.

### **Grounds/Landscaping/Storage**

1. The planting or removal of flowers, shrubs, plants or trees on the Common Elements shall be prohibited, except that with the prior written approval of the Grounds Committee, Unit Owners may create a plant bed that extends no more than four (4) feet from the front wall of their Unit and not more than five (5) feet from the corner of their Unit (no more than seven (7) feet if contouring to the driveway).
2. Unit Owners shall be responsible for the maintenance and upkeep of approved plant beds.
3. Planting is prohibited along any fencing.
4. No lawn furniture, tools, fire extinguishers, hoses or other household/outdoor items shall be left, kept or stored on the Common Elements or under the Unit carports when not in active and continuous use. Only vehicles and bicycles may be stored or kept under the Unit carports.
5. Grills prohibited.
6. The feeding of wildlife is strictly prohibited.

### **Vehicles and 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 (1) parking space may be parked in the areas provided for that purpose. Guests shall park in designated Guest Parking spaces.
2. Commercial vehicles, trucks, dual-wheel trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited. Commercial Vehicles shall be exempt from this regulation when actively engaged in work on the Condominium Property.
3. Bicycles shall be stored either inside of a Unit or under the Unit carport.

4. Golf carts are permitted and may only be parked in the Unit carport, Unit front patio, or in a designated parking space.
5. Vehicle repairs are prohibited on the Condominium Property, except for emergency service or for minor maintenance that does not involve the changing of fluids or the lifting the vehicle.
6. 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.
7. All vehicles must be currently licensed. No vehicle may be kept on the Condominium Property that is inoperable, leaking fluids or that is without a properly functioning muffler.
8. No vehicle shall be parked on any lawn, grassed or landscaped area, or in any manner that obstructs traffic within the Condominium Property or that otherwise creates a dangerous condition.
9. Units are limited to two (2) vehicles per Unit.
10. No vehicles are to be parked on the common roadways.
11. The speed limit in Village in the Pines is fifteen (15) miles per hour.
12. The Association reserves the right to issue parking permits for all vehicles belonging to Unit Owners and Tenants.
13. The Association reserves the right to tow any vehicle that violates these rules. Any applicable towing fees or fines shall be at the vehicle owner's expense.

### **Pets**

1. Permitted Animals - Unit Owners and Tenants are permitted to keep aquarium fish, birds, or up to two (2) indoor cats so long as they: a) are not kept, bred or maintained for any commercial purpose; b) do not endanger the health, safety, or welfare of any Unit Owner, Resident, or Guest; and 3) do not unreasonably disturb the quiet use and enjoyment of the Condominium Property by any Unit Owner, Resident or Guest. Under the Fair Housing Act and with Association approval after the submission of a completed ***Request For Medical Opinion***, a Unit Owner or Resident may be permitted to keep a service animal or therapy pet in a Unit.
2. All Permitted Animals shall be kept on a handheld leash (no longer than six (6) feet in length) at all times when on the Common Elements and shall not be left unattended, tethered, or tied.

3. Animal waste must be immediately removed from the Units and Common Elements. No bags of pet waste may be placed anywhere on the Common Elements or at the exterior of a Unit, except in a waste receptacle.
4. All Permitted Animals shall be: a) properly licensed; 2) cared for in a well-kept and sanitary manner; and 3) up to date on all required and recommended shots and vaccines.
5. The flushing of cat litter down a Unit toilet is prohibited.

### **Soliciting and Business**

1. Solicitation within Village in the Pines is strictly prohibited.
2. Owners and tenants are prohibited from conducting an at-home/home based business which creates a parking or nuisance problem or which unreasonably interferes with the use and enjoyment of the Condominium Property by other Unit or Residents.

### **Sale/Lease/Occupancy of a Unit**

1. All Unit sales, transfer and leases are subject to prior Association approval. Applicants shall submit an application for approval, along with the required application fee of \$100 per applicant.
2. No portion of a Unit other than entire Unit may be rented or leased, and no Unit may be rented or leased for less than two (2) months nor more than twelve (12) months.
3. No Unit shall be leased more than once in any twelve (12) month period.
4. No Unit shall be leased if the Unit Owner is delinquent in any assessment payment(s) due to 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.
5. No person convicted of murder, sexual battery, child molestation, rape or their equivalent under federal or state laws may own, lease or occupy a Unit for any reason or any duration.
6. Village in the Pines is a State of Florida registered 55+ Community. While a person under the age of fifty-five (55) may purchase a Unit, the Declaration of Condominium provides that persons between the ages of nineteen (19) and fifty-four (54) may reside in a Unit so long as at least one (1) other occupant residing in the Unit is fifty-five (55) years of age or older.

7. Persons under the age of eighteen (18) shall be permitted to reside in a Unit as a temporary guest for a period not exceeding thirty (30) days in any twelve (12) month period so long as one (1) other Unit occupant residing in the Unit is fifty-five (55) years of age or older.

### **Estate Sales**

1. Estate Sales are only permitted once a Unit Owner has passed away and the home is either listed "for sale" or an Estate is opened.
2. Up to five (5) directional signs may be placed upon the Condominium Property during the days of the estate sale. Signs shall not be placed on trees, fences, utility poles, windows or on any exterior portion of the Unit or Buildings.
3. Only one (1) Estate Sale shall be permitted per Estate.
4. An Estate Sale shall last no longer than two (2) days and shall be held between the hours of 8:00 a.m. and 4:00 p.m.
5. The Owner or Agent conducting the Estate Sale is responsible for parking, signs, traffic, and people control. Estate Sale patron parking shall be limited to one (1) side of street only.
6. Parking on the grass is prohibited.

### **Open Houses**

1. Open Houses are only permitted on as needed basis for units listed "for sale".
2. Up to five (5) directional signs may be placed upon the Condominium Property during the days of the Open House. Signs shall not be placed on trees, fences, utility poles, windows or on any exterior portion of the Unit or Buildings.
3. An Open House shall last no longer than two (2) days and shall be held between the hours of 8:00 a.m. and 4:00 p.m.
4. The Owner or Agent conducting the Open House is responsible for parking, signs, traffic, and people control. Open House parking shall be limited to one (1) side of street only.
5. Parking on the grass is prohibited.

### Signs/Flags

1. Signs – No signs are permitted on the Condominium Property, except with the following exceptions:
  - A. Estate Sale signs may be displayed on the Condominium Property as stated in *Estate Sales* above.
  - B. Open House signs may be displayed on the Condominium Property as stated in *Open Houses* above.
2. Flags – a Unit Owner may display one (1) portable, removable United States flag, in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day. Portable and removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard may be respectfully displayed.

### Antennas/Satellite Dishes

1. Antennas/Satellite Dishes – 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 no larger than one (1) meter in diameter and multi-channel, multi-point distribution service devices (MMDS) that are less than one (1) meter in diameter or diagonal measurement.
  - B. Antennas are only permitted to be installed in exclusive use areas, such as within the Unit and Limited Common Element Patio and on the rear fascia of the Unit. 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. Antennas may not extend to or over the Common Elements, except when placed on the rear fascia of the Unit as described in II. above.
  - D. Satellite dish extensions are prohibited.

## **Clubhouse/Pool**

### **1. Clubhouse**

- A. The Clubhouse is reserved for the exclusive use of the Village in the Pines residents. The Clubhouse shall not be available to any outside organization or for any business purpose.
- B. The Clubhouse is available for the private parties with the written permission of the Board of Directors at least two (2) weeks before the date of the event.
- C. Private party Clubhouse usage shall be for parties of twenty (20) or more guests, with a maximum of one hundred (100) guests.
- E. A one (1) day liability policy is required for all private parties without exception. Said liability policy should have the Association listed as a certificate holder and the Declarations Page depicting the policy term, insured, insured property, the Association, etc. shall be provided to the Board two (2) business days prior to the commencement of the private party.
- F. The host of the private party is responsible for cleaning and restoring the Clubhouse to its original condition immediately after the conclusion of the private party.
- G. A security deposit, as determined by the Board of Directors, is required for any private party permitted herein.
- H. No furniture or equipment shall be removed from the Clubhouse.
- I. Wet bathing suits are prohibited in the Clubhouse.
- J. No person under the age of sixteen (16) years is permitted in the Clubhouse, except when supervised by an adult.
- K. The lights must be turned off and the air conditioner set to the standard temperature when leaving the Clubhouse.
- L. The Clubhouse billiard tables must be brushed and covered after each use and all equipment shall be properly stored.

### **2. Pool and Surrounding Area**

- A. All persons must shower before entering pool.
- B. No person under the age of sixteen (16) years is permitted in the pool or pool area, except when supervised by an adult.

- C. Underwater pool lights shall be turned off when not in use.
- D. Bicycles are prohibited in the pool area.
- E. Pool furniture shall not be taken from the pool area for any reason. Loungers shall be placed back into the upright position after use. Please use a towel on the furniture to limit oil saturation on the furniture.
- F. Food or beverages are prohibited in the pool and on the pool deck.
- G. Glassware is prohibited in the pool and on the pool deck.
- H. Toys and floats are prohibited.
- I. Rough play and diving is prohibited.
- M. Diaper age children shall wear a waterproof diaper when in the pool and on the pool deck.
- K. Pets are prohibited in the pool area.