

# PINE MANOR HOMEOWNERS ASSOCIATION, INC.

## RULES AND REGULATIONS

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**Use of "Owner", "Resident" or "Declarant" means the signor of this document**

*These rules are for the safety and enjoyment of your neighbors and they will be strictly enforced. Failure to follow the rules can result in a fine up to \$1,000. See Article X of the Pine Manor Amended and Restated Declaration of Covenants and Restrictions (p.28).*

### **Enforcement**

1. Failure of an Owner to comply with any limitations or restrictions of the Association Documents/Rules and Regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.

### **Nuisances**

1. No obnoxious or offensive activity shall be carried on or about to any unit owner at Pine Manor.
2. No use or practice shall be allowed in or around the Homes in which is a source of annoyance to owners or occupants which may interfere with the peaceful possessions.
3. No loud noises (inclusive of loud music) or noxious odors shall be permitted.
4. No horns, whistles, bells, noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any owner.

### **Parking and Vehicular restrictions**

1. No owner shall keep any vehicles on any lot which is deemed to be a nuisance by the Board.
2. No owner shall conduct repairs of any vehicle (except in an emergency) nor perform restorations of any motor vehicle, boat, trailer, or any other vehicle upon any Lot.
3. No commercial vehicles, trailer, boat or boat trailer may be parked or stored on the property.
4. No bus or tractor-trailer or any other truck larger than a full size pickup truck (except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed.
5. Visitor spaces are for Visitors only, not use of the owners, or Residents.

### **Leases**

1. No portion of a Home (other than an entire Home) may be rented.
2. No home may be rented for a term of less than six (6) consecutive months.
3. No home may be rented more than once in any twelve (12) month period.
4. All leases shall restrict the number of occupants of the leased Home to not more than two (2) persons per bedroom with a maximum not to exceed eight (8) persons per Home.

### **Animals and Pets**

1. Except upon written approval of the Board, an Owner may keep the following common domestic pets, provided, however than no pet may be kept, bred or maintained for any commercial use:
  - a. Two (2) dogs (no more than fifty [50] pounds in weight each)
  - b. Two (2) cats
  - c. One (1) bird (no birds shall be permitted on balconies and must be kept inside home at all times)
  - d. Under no circumstances shall a pit bull or Rottweiler be permitted on the property.
2. An owner shall immediately pick up and remove any solid animal waste deposited in his/her pet on the Property.

3. Owner is responsible for the cost of repair or replacement of any property damaged by his pet.
4. Pets are not permitted in common areas except as set forth herein or pursuant to rules and regulations promulgated by the Board.

### ***Additions & Alterations***

1. No home shall be exteriorly modified without prior written consent and approval of the Board of Directors, please contact Management to obtain an Architectural Request Form.
2. No owner shall make any improvement, addition, alteration to the exterior of his home, including without limitation the following:
  - a. THE PAINTING, STAINING, OR VARNISHING OF THE EXTERIOR OF THE HOME, INCLUDING DOORS, CARPORTS, DRIVEWAYS AND WALKWAYS.

### ***Landscaping***

1. No additional trees or other landscaping are permitted to be planted on the property without the prior written consent of Declarant for as long as Declarant owns a Home, and thereafter without the prior written consent of the Board.

### ***Signs***

1. No sign, display, poster, or other advertising device of any kind may be displayed in public view of any portion any Building or other Improvement in the Property without the prior written consent of the Board.
2. For Sale By Realtor or Owner (FSBO or For Lease By Realtor or Owner) Signs are to be placed next to the front gate by the sidewalk, next to the address, on a white post. Sign may be no larger than 8" X 10". No riders or additional hanging signs below it. FSBO signs can be ordered at Fast Signs with your phone number. A white post is available for use, but must be returned after use. Fast Signs: 8227 S. Dixie 305.669.9944

### ***Trash & Other Materials***

1. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Associations Property.
2. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another lot.
3. No stripped or inoperable vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property.
4. **Trash shall be placed in designated areas no earlier than 5:00 P.M. the night before pick-up and trash receptacles shall be removed no later than midnight on the day of pick-up.**

### ***Windows***

1. Appropriate coverings must be used on windows; tin foil and signs are not allowed (nothing temporary).

### ***Antennae***

1. No outside television, radio, or other electronic towers, aerials, antennae, or devices of any type for the reception or transmission of radio or television broadcasts. Satellite Dish placement requires Board approval and must be in location that cannot be seen from the streets or sidewalks, roof line preferred. Recommend shielding with plants whenever possible.

### ***Air conditioning***

1. Only central air conditioning units are permitted and no window, wall, or portable air conditioning units are permitted.

### ***Security Lights***

1. Declarant/Owner/Resident may install security night lights with photo sensors or other timer devices, on the exterior of individual Homes. Once installed, Declarant/Owner/Resident must maintain and replace bulbs and fixtures if necessary.

### ***Working Hours for vendors and contractors***

1. The hours vendors and contractors are allowed entry at the gate are Monday - Friday 8:00 am to 5:00 pm. Workers are not allowed entry on Sundays and holidays. Major holidays are: January 1: New Years Day, May: Memorial Day, July 4: Independence Day, September: Labor Day, November: Thanksgiving, Dec 25: Christmas. Homeowners should not cause or create loud noise themselves or allow contractors to disturb the peaceful enjoyment of homes during non working hours.
2. Allowed on Saturdays:
  - a. All home deliveries (not construction related)
  - b. All party/event vendors (catering, décor, tenting, playgrounds)
  - c. Exterior and interior painting
  - d. Exterior and interior minor repairs and maintenance
  - e. Interior remodeling
  - f. "Do it yourself" residents' gardening and home maintenance work
  - g. Emergency repairs (plumbing, electrical, cable/phone, TV, AC)
  - h. Mobile car washing services/pet grooming
3. Not Allowed on Saturdays:
  - a. Any work involving heavy machinery and loud noise
  - b. Heavy construction work
  - c. Structural, shell, foundation work
  - d. Lawn maintenance (loud and noisy heavy trucks, leaf blowers, lawn mowers, line trimmers, chain saws, etc.)

### ***Use of Carports***

1. The only items allowed in the carports are cars, including motorcycles, bicycles and planters.
2. No other items, involving but not limited to extra storage cabinets can be placed in the carport without prior written approval of the board.
3. Garbage and recycling cans should be located on the sides of the carports.
4. Some of the owners/renters' automobile appear to be leaking oil staining the carports and driveway. If you have this problem with your vehicle, obviously it should be corrected. Please understand you are responsible for cleaning up the stains. If it becomes necessary for the HOA to clean-up the stain, the unit owner/renter will be responsible for the cost of the clean-up.

### ***Child Safety Rules***

1. Drivers need to pay extra attention backing out of their carports and proceeding in and out of the property. Please advise your guests accordingly.
2. There will be no riding of bicycles or similar vehicles by anyone of any age in the driving area. The driving area should be considered from the front to the rear (north/south) and the end of the median of the individual units (east/west).
3. Children should be warned about running out of their carports without looking for traffic.
4. Young children should be supervised by an adult at all times while in the driving area and remain close to the adult which would make the child easier to see for motorist.
5. Children who are being supervised by a housekeeper, the housekeeper needs to be alert at all times (no cell phones and allowing children to wander freely).
6. Children cannot be in the pool area without adult supervision. Children should be instructed not to be playing on the gates or around the entrance/exit. Please note the children doing this will be recorded in the security cameras.
7. Children should not play balls or any games in the driving areas.

8. Children should be instructed not to walk on the landscaping in the planters adjacent to the carports. There has already been damage resulting from these activities by children at a cost to the Homeowner's Association.

**For Sale/For Rent/Realtor Rules**

1. Lockboxes are not allowed.
2. Realtor must accompany showings.
3. Realtor may not give out gate code.

**Pool Area/Events**

1. The pool is for the enjoyment of the residents, owners and their guests only. If a resident would like to have more than 5 guests at the pool area, the board must authorize use prior to the event. Residents are responsible to clean up and remove any litter or trash from the use of the pool area. No loud noise or music. No glassware allowed near the pool or on the pool deck. Pool hours are posted: approximately sunrise to sunset.

**Payment of Assessments**

1. All regular assessments are due and payable on the first (1) day of the month for which the assessment is payable.
2. A grace period of ten (10) days to mail and have delivered the assessments is extended to each unit owner of records. Assessments that are not received by the Association agent by the tenth (10) day of the month are past due, and subject to a late penalty of \$50.00 charged to the account.
3. Any assessment which becomes ninety (90) days past due is subject to legal action at the expense of the delinquent owner, or in the form of the Association filing a lien against the residence of the owner.
4. Any assessment, which is one hundred and twenty (120) days past due and is liened for thirty (30) days or more is subject to foreclosure of the lien by the Association.
5. The Association may take title to the unit for unpaid assessments at foreclosure sale. FL Statutes 720.3085(8).

If you wish to purchase a full set of documents please visit the website: [www.condocerts.com](http://www.condocerts.com)

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I/We \_\_\_\_\_ the purchaser/tenant of home located at: \_\_\_\_\_ are in receipt of the above Rules and Regulations of Pine Manor Homeowners Association and agree to abide by them or any future changes or additions to them.

Purchaser/Tenant's signature: \_\_\_\_\_ Date: \_\_\_\_\_