

[PLEASE LEAVE A COPY IN UNIT ON KITCHEN COUNTER FOR NEW OCCUPANT]

**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 with in 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 are 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 and limitation imposed upon them by the Declaration, the Articles of Incorporation and the By-Laws of the Association and the Condominium Act, shall be subject to, and agree to abide by the following restrictive covenants, which shall be applicable to all unit owners, their families, guests, invitees, tenants and lessees as follows:

- (a) No unit shall be used for any purpose than as and for a single-family residence or dwelling.
- (b) All unit owners shall keep and maintain the interior of their respective units in good condition and repair, including all appliances, the entire air conditioning system (compressor, ducts, vents, etc.) servicing the respective owners' apartments whether inside or outside owners' apartments, the unit's electrical system and water lines and fixtures within the unit.
- (c) No unit owner shall cause any signs of any nature whatsoever to be posted or affixed to any of the common elements, limited common elements, or in his respective unit if such sign may be seen from any portion of the common elements; except for nameplates which shall be uniform in size and design, and approved by the Board of Directors.
- (d) No cats or dogs will be permitted upon the premises by a purchaser of a unit. Pets shall not be permitted in any of the units or common elements other than birds (such as parakeets or canaries), and fish (such as goldfish and other tropical varieties of fish).
- (e) Unit owners, their families, guest, invitees, or lessees shall in no way deface or mar, or make any alteration, repair or replacement, or change, in or to the common elements or limited common elements, and shall be liable for damages therefor. Residents desiring to add plants or hanging plants must get permission from the Board of Directors in advance. Only one (1) hanging plant per unit will be approved.
- (f) All common areas shall be kept free for their intended use by the unit owners in common, and shall in no event be used as storage areas by the individual unit owners, either on a temporary or permanent basis.
- (g) No clothing, bedding, or other similar items shall be dried or aired in any outdoor area.
- (h) All garbage or trash shall be placed in the disposal installations designated for such purpose by the Association.
- (i) All occupants of units shall exercise extreme care about making noises, or the use of musical instruments, radios, televisions or other sound reproduction systems, that may tend to disturb other occupants.
- (j) No occupant shall play upon, or suffer to be played upon, any musical instrument, or operate a sound reproduction system in such occupant's unit between the hours of 11:00 p.m. and the following 9:00 a.m. if the same disturbs or annoys other occupants of the building; and in no event shall either vocal or instrumental music be practiced for more than two hours in any day, and is forbidden between the hours of 6:00 p.m. and the following 9:00 a.m.; nor shall an occupant commit or permit any nuisance, or immoral or illegal act in his unit or in the common elements.

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- (k) No unit owner, or approved lessee of a unit owner, shall permit any child under the age of sixteen (16) years to reside in any of the units, except as otherwise provided herein.

Eighty percent (80%) of the units shall have at least one (1) permanent occupant who is above the age of fifty-five (55) years, and all permanent occupants must be at least sixteen (16) years of age. The term "permanent occupants" shall include all persons occupying the unit except temporary guests. "Temporary guests" shall be defined as those persons present in the unit:

1. at a time when the unit owner or approved tenant is also present in the unit; and
2. for not more than three (3) weeks during any six(6)-month period, or a maximum of six (6) weeks in any twelve(12)-month period.

The Board of Directors shall promulgate, from time to time, such rules, regulations, and procedures as are necessary to insure compliance with this restriction.

This restriction shall not apply to any person residing in a unit in this condominium on September 13, 1988.

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- (l) No one-bedroom unit in the Condominium shall be permanently occupied by more than two individuals, and no two-bedroom unit shall be permanently occupied at any time by more than four individuals, except as provided below:
1. Unit owners, or unit owners' approved lessees, shall be permitted to have visitor occupants of any age for up to three (3) weeks during any six(6)-month period, or a maximum of six (6) weeks in any twelve(12)-month period; provided that at no time shall any one bedroom unit be occupied by more than five individuals nor any two bedroom unit by more than six (6) individuals.
  2. A child that is the subject of a shared custody arrangement between his parents is not a guest and is not subjected to the time limitation prescribed in this section. A person occupying a unit for the purpose of assisting the unit owner when the unit owner is ill or otherwise disabled is not a guest and is not subject to the time limitation prescribed in this section. Family members of a unit owner that occupy the unit owner's unit in the absence of the unit owner are not guests and are not subject to the time limitation prescribed in this section. A guest is defined as being a person who is visiting a unit owner or a lessee of a unit owner while that unit owner or lessee is present. A person who is utilizing a unit in the absence of an owner or lessee is not a guest and purposes of this Declaration is considered a tenant.
- (m) Unit owners and their guests may not keep, maintain or operate motor bikes, minibikes, motorscooters, or any other similar type of motor vehicle with The Project, as shown and legally described on Exhibit "D" in the Declaration of Condominiums.
- (n) No motor vehicles other than regular passenger automobiles, pickup and light van type trucks shall be permitted to park on the Condominium property other than for the time needed for pickup and delivery. Large recreational vehicles, boats and/or boat trailers may not be parked in parking spaces in the Condominium or on the common elements of the Condominium. A unit shall not have more than two (2) vehicles. The vehicles must be parked in assigned parking spaces designated for unit owners and the use of the guest parking spaces are on a first-come, first-served basis only.



No vehicle which is not currently licensed or cannot operate on its own power shall not remain on the premises for more than seventy-two (72) hours. As used in this section, the term "licensed" shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or another state, as the case may be. Any member of the Board, or any of the Board's agents, which has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker notifying the owner of the vehicle that is considered to be in violation of the Condominium rules and regulations. The owner of such vehicle shall have seventy-two (72) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate, or if the owner does not contact the Board, the vehicle may be towed at the owner's expense.

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 will be the full responsibility of the owner of the towed vehicle. The Board of Directors of the Condominium Association, or its agents, shall have the authority to affix stickers to the vehicle and nothing contained in the above shall be construed to require the Board to affix a sticker to the vehicle before towing it.

- (o) No unit owner shall make any alteration, or do any work, within his respective unit unless approval therefore first be given by the Board of Directors, which approval shall not be unreasonably withheld unless the work, improvement, or addition would tend to jeopardize the safety or soundness of the common elements, or the aesthetics of the building, or would in any way impair easements.

The above and foregoing restrictive covenants shall only be amended in the manner as provided to the amendment to the Declaration. The Condominium shall have the right to make and amend reasonable rules and regulations respecting the use of the property within the Condominium, as is provided for in its Articles of Incorporation.

In the event a unit owner is in violation of the terms and provisions in any of the restrictions, and after notification by the Board of Directors, continues to violate such regulations, then in the event it be necessary that the Directors bring a legal proceeding for the enforcement of and/or the abatement, as the case may be, of any provision of the restrictive covenants, then in such event the unit owner shall pay for the costs and expense for such legal proceedings incurred by the Association, provided that the Association has been successful in such litigation.

## 6. Fines

- (a) Authority: Pursuant to Florida Statutes 617.10(3) and 718.303(3), the Board of Directors may impose fines on unit owners in such reasonable sums as they deem appropriate, not to exceed fifty dollars (\$50.00), for violations of the Act, the Declaration, the Articles, the Bylaws and lawfully adopted rules and regulations by owners or their guests or tenants. Each day of the violation shall be a separate violation. No fines shall be imposed until the offending party (which always shall include the unit owner) has been given written notice of the violation and an

opportunity to appear and be heard before the Board of Directors or Grievance Committee.

- (b) Violations: For violation of, or failure to comply with any provision contained in the Declaration of Condominium, Bylaws, Articles of Incorporation, or the rules and regulations of the Association, or of any recreational facility by any unit owner, or by his guest or relative, the unit owner may be fined, or reprimanded, or censured by the Board of Directors of this Association.
- (c) Fines and Assessments: A fine not to exceed fifty dollars (\$50.00) for each violation or failure to comply may be levied, and continuing violations or failures may result in additional fines and assessments levied on a daily basis. In the event of any damage to, or destruction of, Condominium property the Board may also impose a fine or assessment to cover the costs of repairing or replacing such property.
- (d) Grievance Committee Hearings: A hearing shall be conducted by the Grievance Committee of the Condominium. The Board shall initially appoint members to the Committee, but the Grievance Committee may elect additional members as it deems necessary. A majority of those members of the Grievance Committee hearing a matter shall be sufficient to make findings of fact. No member of the Board of Directors shall be a member of the Grievance Committee.
- (e) General procedures applicable to such hearings include:
  - 1. Written charges of an alleged violation, or of a failure to comply with the Condominium documents or the rules and regulations of the Condominium shall be either given personally, or sent by certified mail, return receipt requested, to the unit owner.
  - 2. At least fourteen (14) days notice shall be given to the unit owner informing her/him of the time and place at which the hearing on such charges will take place. This notice shall also advise the unit owner that an adjournment may be requested. In addition, the notice shall state that the owner may be represented and that the presentation of evidence can be made in person or by a written submission of the unit owner's position on the charges.
  - 3. If the unit owner fails to appear or present any written evidence at such hearing, the charges shall be deemed to have been admitted by the unit owner.
  - 4. The hearing shall be conducted in an informal manner with an intention to permit each party to fully and adequately present his position and each party shall be afforded an opportunity to question all witnesses.
  - 5. Grievance Committee Report and Recommendation: The Grievance Committee shall, with seven (7) days, make a written report of its findings with a recommendation to the Board of Directors. The Board of Directors shall, upon receipt of the Committee's report and recommendation, proceed to make a final disposition of the matter by a majority decision.
  - 6. Written Notice: The Board shall provide the unit owner with written notice of the decision either by hand delivery to the unit owner or by certified mail, return receipt requested.
  - 7. No Waiver of Rights: Nothing herein contained shall deprive or be deemed to preclude any unit owner or the Association from proceeding or taking action in any court for the enforcement of its rights or remedies or for any other relief.

- (e) In the event it becomes necessary that the Directors bring a legal proceeding for damages or for the enforcement of and/or the abatement, as the case may be, or any provisions of the Declaration, Bylaws, and other restrictive covenants, the losing party is responsible for paying the costs and expenses for such legal proceedings including reasonable attorneys' fees, together with reasonable attorneys' fees for any appellate proceedings.

(f) Transfer of Condominium Parcels

1. Prior to the sale or transfer of a Condominium parcel, any unit owner desiring to sell or transfer his condominium parcel shall first submit the name of the proposed purchaser, and the contract of sale to the Board of Directors for their approval, or disapproval, which shall be given within ten (10) days from the date of the submission of the contract of sale. If approved, the approval by the Board shall be in writing and executed in such manner as to entitle it to be recorded in the Public Records of Pinellas County, Florida. If neither approved nor disapproved within ten (10) days, the transfer shall be deemed to have been approved by the Directors.

If the transfer be disapproved, the Directors shall have twenty (20) days from date of disapproval within which to purchase the condominium parcel on the same terms and conditions as contained in the contract of sale, except that the purchase price shall be payable in cash. If the Directors fail to close the purchase within said twenty-day period, then the unit owner shall be free to sell and convey to the intended purchaser.

The above and foregoing provisions shall not be applicable to any transfer by a unit owner to any member of his or her immediate family (e.g., spouse, children or parents); to any sale or transfer made by an institutional mortgagee acquiring title as a result of the foreclosure of its mortgage lien, or due to a voluntary acceptance of a transfer of title in lieu of such foreclosure; to a purchaser acquiring title in such foreclosure proceedings, or the acceptance of a transfer of title in lieu of such foreclosure; or to sales made pursuant to order or decree of a court in connection with the foreclosure of an institutional first mortgage.

2. Leasing. No unit shall be leased or rented by the respective unit owner thereof for transit or hotel purposes, which are hereby defined as (a) rentals for less than ninety (90) days, or (b) rentals where the occupants of the unit are to be provided services, such as room service for food and beverage, maid service, furnished laundry and linens, and bell boy 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 Act, 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 their 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).

## NOISE

Over a period of time there have been numerous complaints on noise generated both from inside and outside the Pinewood Village Complex. The City of Clearwater has an Ordinance on Noise Prohibited Generally Section 11-26, Page 370, Code 1950 Ordinance No. 797. This includes disturbing and unnecessary noise nuisances particularly between the hours of 11:00 p.m. and 7:00 a.m. and on each weekend all day Sunday made by construction equipment, engines, horns and signaling devices, radios, phonographs, etc.; also, operation of appliances (including washers and dryers) producing sounds in such a manner as to disturb the peace and quiet and comfort of neighboring inhabitants.

To continue: The keeping of any animal or bird causing frequent to continued noises that disturbs the comfort or repose of any person in the vicinity.

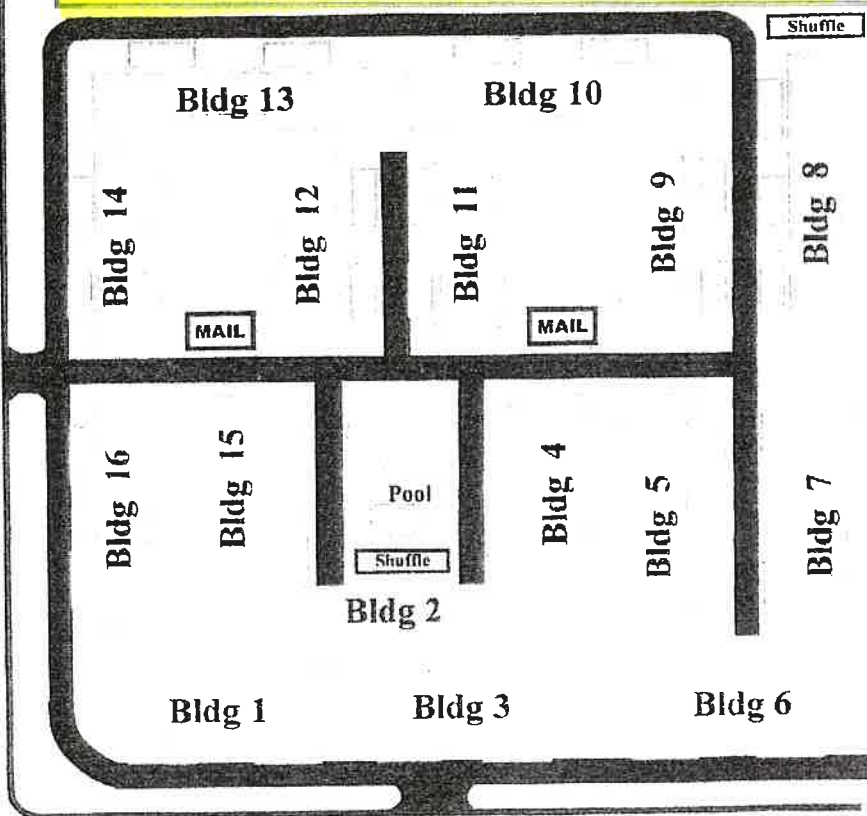
This code is supplemented by the Association Bylaws under Exhibit "A" to the Prospectus, page 14, Sections 9 and 10.

Complaint on noises from inside or outside the complex should be in the form of a signed petition and be submitted to the Clearwater Police Department, phone number 462-8000.

# Pinewood Village

DESIGNATED DOG WALK AREA

North Hercules Avenue



DESIGNATED DOG WALK AREA

Marilyn Street



>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.