





RULES AND REGULATIONS

Approved February 26, 2024

The purpose of the Rules and Regulations is to promote the comfort, welfare, and safety of all Residents of Pinewood Village (hereinafter called the Community) and to improve and maintain the appearance, reputation and value of the Community. These Rules and Regulations will also serve to protect us legally, and to improve the quality of life for all Residents. These Rules and Regulations have been established by the Board of Directors of the Pinewood Co-op, Inc. (hereinafter called the Corporation), owners of the Community, and may be changed from time to time to achieve these and other purposes. Notice of major changes or additions, deletions or corrections in or to these rules shall be given to the Residents at least ninety (90) days prior to the date of the implementation of any change(s).

- A. AT ALL TIMES, The Golden Rule will apply to all residents and guests of Community.
- B. Any and all attempts to bypass these Rules and Regulations will be construed as a deliberate violation of these Rules and Regulations.
- C. The monthly maintenance or lot rental fees are due and payable on the first day of each month and will be delinquent after 4 pm on the 10th of each month; the maintenance or monthly lot rental fees includes water, sewer, trash and lawn mowing, cable television and internet.
- D. Delinquent fees are subject to a late charge in the amount of \$25.00. Also, there will be a charge of \$25.00 for any returned check.
- E. For Community Shareholders in 2024, two residents will be charged \$238, three residents will be charged \$298, and four residents will be charged \$358. This is for a minimum term of six months.
- F. A "Guest" is defined as a person whose occupancy with a resident does not exceed fifteen (15) consecutive days or thirty (30) total days per year, unless such person has the permission of the Board of Directors.
- G. Guests approved for an extended visit beyond thirty (30) consecutive days will be charged \$60.00 per month for a minimum of six months per person for each additional resident exceeding two (2) persons per unit. For protection and safety of all residents, overnight guests who visit the Community must register their names with the office. A guest residing over thirty (30) days must pass a background check and our resident policy. At all times, a guest is financially, legally and otherwise entirely the sole responsibility of their host Resident. Any guest must comply with all Community Rules and Regulations. The Community facilities are primarily for the use and enjoyment of the residents. When conditions permit and the facilities are not overcrowded, registered guests will be permitted to use the facilities. All guests under the age of 16 must be always accompanied by an adult when using any Community facility.
- H. The Board may waive "Guest" provisions for healthcare provider reasons.





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I. RESIDENCY

- 1. The Board of Directors, on behalf of the Corporation, must approve or reject all applications for persons who wish to reside in the Community or who are residents in the Community, and specifically reserves the right to refuse admittance to any prospective resident based on background, and/or character and/or financial responsibility (the established application criteria) of the prospective resident.
- 2. One resident of each home must be fifty-five (55) years of age. Persons under the age of forty (40) are not permitted to reside in the Community.
- 3. The Corporation reserves the right to require an application fee not to exceed the greatest of \$100.00 or the maximum cost allowed under Florida Statutes 719.106(1)(i), and Chapter 723, Florida Statutes, to defray any cost connected with the screening process.
- 4. The failure of any prospective or existing resident to provide true and accurate general background information, personal references and proof of financial responsibility, shall be deemed a cause for refusal of residency.
- 5. The Corporation specifically reserves the right to terminate the tenancy of any resident upon the determination by the Corporation that the Resident misstated or misrepresented any information on any application or entry forms required by the Corporation prior to admittance as a Resident of the Community. The Corporation specifically reserves the right to terminate the tenancy of any person residing in the Community without completion of the application/entry process.
- 6. As a Shareholder you must own for one year prior to renting your home.

II. THE HOME SITE

- 1. Each home site is required to have:
 - a. A concrete driveway
 - b. A carport which has a minimum size of 10' x 20.'
 - c. A utility shed.
 - d. Concrete skirting/or vinyl skirting to the ground.
 - e. Steps of each entrance to the home that meet governmental code.
- 2. The Board of Directors must approve the design of all appurtenances and addition(s), any type of temporary attachment(s) or permanent building or any type of exterior work.
- 3. Residents must submit drawings and specifications to the Board of Directors and obtain written approval prior to proceeding with any construction. All construction must comply with city, county, state and federal laws and ordinances. Owner must obtain all applicable permits.
- 4. Each home site shall be kept orderly, neat, clean and free of litter. Each home site shall, be attractively maintained and comply with all applicable laws, ordinances and regulations of state, city, or community. From time to time, amended exterior paint colors require approval from the Architectural committee.
- 5. Television satellite "dishes" must be installed somewhere other than the street side of the home.





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- 6. If a resident fails to comply within fourteen (14) days, with duly noticed maintenance or repair issues, the Community will conduct such maintenance or repair as deemed necessary, to correct the violation and the resident will be charged at an hourly rate of \$25.00 plus materials. A fine of \$25.00 per day will be charged (not to exceed \$1,000.00) until violation is corrected.
- 7. A political sign or flag is allowed forty-five (45) days prior to the election and must be removed five (5) days after the election is held. No exceptions. One (1) sign only per home.
- 8. Watering, weeding, replacement of lawn by sod or grass seed and general care of the lawn, planters, trees and shrubs on the home site are the responsibility of the resident. Mowing is included with the lot rental or maintenance fee, but no lawn shall be mowed before 8:00 a.m. Watering is permitted by hand sprinkler (hose in hand) only. Do not leave any hose unattended. No mechanical sprinkler or soaker hose is allowed. *Prudent use of water should be always of first consideration*. Residents must adhere to local watering restrictions or face a stiff fine and penalty as assessed by applicable government entity.
- 9. Approval from the Corporation is required prior to any planting other than planters. All trees located on the resident's lot and/or planted by a resident, are the property of the Corporation. No tree shall be removed unless approved by the Board of Directors. Maintenance of trees is the park's responsibility. Removal of fallen fruit is the resident's responsibility.
- 10. Fences are not permitted.
- 11. Residents are responsible for their water line from the shutoff valve to the home, also for the sewer line from the home to the ground connection and electric from the meter to the home. Any clogging of the sewer line from the home to the ground connection is the responsibility of the resident.
- 12. If the Corporation is called upon to correct any clogging of the sewer line, the plumber's charges will be assessed to the resident if the clog is between the home and the ground connection.

III. CARPORTS

- 1. Car/vehicle, grill, table and chairs, bicycles, and water hose neatly wound are permissible in carports. Trash cans must be stored out of sight from road.
- 2. No washer, dryers, full-size refrigerator, freezer, other appliances or furnishing outside the home or shed.
- 3. Painted carports/driveways to be maintained on a regular basis. Unpainted carports/driveways shall be kept clean and oil free.
- 4. Potted flowers and plants must be properly trimmed and maintained and must no encroach on your neighbors.
- 5. No hot tubs or spas permitted.
- 6. ALL ITEMS MUST BE REMOVED FROM CARPORTS/DRIVEWAYS AND OPEN PORCHES BEFORE LEAVING THE COMMUNITY FOR ANY PERIOD OF TWO WEEKS OR MORE (vehicles excluded). If a Resident fails to comply, the Community will secure such items as deemed necessary and the Resident will be charged at an hourly rate of \$25.00 plus materials.





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IV. THE CLUBHOUSE

- 1. The clubhouse is available to all Residents and their guests seven (7) days a week during the hours of 8:00 a.m. until 10:00 p.m. or later by written approval from the Board of Directors or the Community Manager.
- 2. Residents may reserve the use of the clubhouse when such reservation does not interfere with a Community function. A five (5) day advance approval is required from the Board of Directors or the Community Manager. A \$100.00 refundable deposit is required.
- 3. Bicycles are to be left at the designated parking spot at the corner of Walnut Street. Bicycles cannot be brought onto clubhouse grounds. This does not apply to motorized wheelchairs or other mechanical devices to assist the handicapped.
- 4. All chairs, tables or any other equipment in the clubhouse will remain inside the clubhouse until outside use is requested, and approved by the Board of Directors or the Community Manager, and upon approval, will be restored or returned in the same condition as it was removed.
- 5. Children under the age of 16 are not permitted to take part in activities such as card games, bingo or dances and are not permitted in the card room.
- 6. THE CLUBHOUSE IS NOT A HURRICANE SHELTER.

V. THE POOL

- 1. THERE IS NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK.
- 2. The Corporation will not be held liable or responsible to Residents and their Guests for injuries or lost
- 3. The pool is open no earlier than 8:00 am.
- 4. Use of the pool is for residents and their guests only.
- 5. All persons must shower before entering the pool. All oil products are prohibited.
- 6. An adult must accompany all children under the age of 16.
- 7. Residents and guests must wear proper swimwear. Street clothes are prohibited. Any incontinent person must wear waterproof swimwear.
- 8. Return chairs, lounges and/or cushions to their original place before leaving.
- 9. No equipment shall be removed from the deck area.
- 10. No glass or breakables of any kind within the pool enclosure.
- 11. No beverages are permitted at the pool's edge or in the pool.
- 12. Food is allowed in the canopy area only.
- 13. No pets, except those allowed by Federal Americans with Disabilities Act are permitted in the pool or patio areas.
- 14. No running or horseplay. No diving.
- 15. Pool noodles and barbells made specifically for water exercise are allowed.
- 16. The Community gas grill MUST be cleaned after each use.
- 17. No SMOKING in pool enclosure or clubhouse. Smoking on covered patio outside enclosure is allowed.





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- 18. No rafts, swimming boards, beach ball, squirt guns or toys of any kind.
- 19. The rope across pool is not to be removed.

VI. SHUFFLEBOARD COURTS

- 1. The courts are available for use by residents and their guests seven (7) days a week.
- 2. Do not walk on courts.
- 3. When using the courts after dark, players must turn off the lights when finished.
- 4. All equipment must be returned to the equipment building after use. An adult must accompany all children under the age of 16.

VII. PETS

- 1. Two dogs per household not to exceed 27 lbs at maturity, including an emotional support or service dog.
- 2. Dogs and cats are not permitted to run free. Pets are not permitted to be tied up outside.
- 3. When walking your pet, it must be always leashed and under your control. Any Resident walking a pet must have a suitable container to pick up and properly dispose of all pet waste immediately. Pet waste must be placed in the garbage for trash collection. It is the resident's responsibility to maintain their lot and home free of waste at all times. Pets should be walked in the common areas only.
- 4. Pets must be kept quiet. Excessive barking or noise will not be tolerated. Pets must not be left home alone if they bark, cry, whine or otherwise disturb neighbors.
- 5. Pets are not permitted in recreational areas.
- 6. If a pet complaint is made to the Corporation and the complaint is found to be warranted, the owner/resident will receive a courtesy call requesting compliance to the rule. If a second complaint for the same animal is found to be warranted, the owner/resident may be required by the Corporation to appear before the Board of Directors, whose decision may require removal of the pet from the Community.
- 7. Resident shall indemnify and hold harmless the Corporation from any and all public liability and/or property damage arising either directly or indirectly from the keeping of the pet on the premises and shall carry liability insurance to protect the other residents and the general public for actions of the pet.
- 8. No feeding of ducks or stray animals is allowed at any time.
- 9. Under the ADA emotional or support animals are allowed, with proper documentation (i.e., doctors certificate or certification). Under the ADA this specific animal is not considered a pet. Paperwork would be placed in Resident's file.





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VIII. VEHICLES, TRAFFIC, TRAILERS, et al.

- 1. The speed limit is 15 mph, PERIOD.
- 2. Pedestrians and emergency vehicles always have the **right-of-way**.
- 3. Obey all stop signs.
- 4. Residents shall park their vehicles in their own carport.
- 5. No parking on the streets overnight. In the event an available parking space is occupied on ones' carport, visitors and guests may park on the street during the daylight hours only and MUST NOT IMPEDE THE FLOW OF TRAFFIC.
- 6. No parking on the grass. Do not block neighboring driveways.
- 7. Motorcycles, motorbikes, boats, all trailers, and motor homes/campers are not permitted in the Community. No motorcycles allowed beyond entrance stop sign.
- 8. Recreational vehicles (RVs) area allowed for a period of not more than 48 hours to load and 48 hours mor to unload with Manager's notification.
- 9. There will be no major repairing or overhauling of vehicles. Only washing, minor repairs and upkeep are permitted in the carport. Washing of vehicles must adhere to governmental water restrictions.
- 10. Common parking areas are for short term parking only. Not to exceed seven (7) days and thereafter will be subject to towing without permission from the Association.
- 11. Of the nine (9) post office parking spaces, the four (4) center spaces are designated for postal pickup and delivery only. The two (2) remaining spaces on the east end are designated as common parking areas and the three (3) spaces on the west end are designated as common parking areas.

X. GOLF CARTS

- 1. All residents and guests using carts within the Community will adhere to all Rules and Regulations as they apply to all motorized vehicles and the Community's rules for the same.
- 2. Carts must be properly equipped for night driving with headlights and taillights.
- 3. Drivers must be 16 years of age and hold a valid driver license.
- 4. Carts may only be parked on driveways or concrete surfaces. Concrete pads may be added where possible, area and size to be approved by Management. No parking on grass areas.

XI. REFUSE

1. All household garbage and refuse must be tied and bagged and placed in the designated dumpsters between 8:00 a.m. and 8:00 p.m. Residents are not permitted to dump refuse in any other areas of the Community. Boxes must be flattened and broken down. If dumpsters are full, no bags are to be left beside the dumpster on the ground. There will be a designated pickup day for appliances and other large items. No fires or burning of leaves, trash or other materials are permitted. All residents must comply with the governmental ordinances





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related to other pickup, i.e., combustibles such as paint products, electronics, etc. Construction materials and used carpeting are to be placed in the designated area. No composting containers allowed.

XII. SELLING, SOLICITING AND SUBLETTING

- 1. No selling, soliciting, peddling or commercial activities of any kind are permitted without prior written consent of the Board of Directors and/or Management. Notwithstanding, nothing herein prevents or infringes upon the right of a Resident from canvassing homes for the purpose described in Florida Statutes 719 and 723.
- 2. No signs except for "home for sale or rent" shall be displayed within the Community or on resident's home without prior written approval of Management.
- 3. The "home for sale or rent" sign must be attractive and not to exceed 144 square inches in size. No price should be listed. Residents are limited to one (1) sign per home. The "For Sale" sign must be placed in front planters.
- 4. Realtor signs are permitted as long as they meet size and location requirements. A notice of a home being offered for sale may be posted on the designated bulletin boards in the Clubhouse upon approval of Management.
- 5. General notices and articles for sale may be posted on the designated bulletin boards in the clubhouse or at the mail house.
- 6. Residents shall not allow any other person or persons to occupy, use, rent, sublet, lease or sublease the home, or any portion thereof, or any portion of the unit, for a fee or gratis.
- 7. If a manufactured home is sold to someone who is not approved by the Board of Directors, the home must be removed from the Community at the time of sale.
- 8. Residents may sell their home without sales assistance from the Corporation. However, prior to offering the home for sale, the Resident shall inform Management in writing that the home is for sale.
- 9. All homes must comply with the current established and future standards regarding the maintenance of the home, fire standards, health standards and any and all standards as further imposed by the federal, state and local agencies inclusive of the Department of Housing and Urban Development.





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XIII. RESPONSIBILITIES

- 1. The Corporation shall not be responsible for loss or damage caused by accident, fire, theft or Act of God to any manufactured home or personal property belonging to a resident or their guests within the Community boundaries. The Corporation will not be responsible for supplies, equipment or personal belongings within the clubhouse for private use by any resident for any type of function.
- 2. The Corporation shall not be liable for accident or injury to any person or property by or through use of recreational facilities by any resident or guest.
- 3. The resident and their guests shall avail themselves of these facilities at their own risk and assume liability for such physical damage or personal injury.
- 4. Residents are responsible for damages caused by their family or guests.
- 5. All homes must be insured for liability.
- 6. Any notice to a resident by the Corporation shall be mailed or delivered either to the resident's address within the Community or to their last known address.
- 7. The Corporation shall not be liable for accident or injury to any resident or guest volunteering their services within the community. All resident and guests acknowledge that they volunteer for activities and projects at their own risk and assume liability for any damage or injury that may occur.

XIV. COMPLIANCE AND DEFAULT

- 1. The Corporation reserves the right to terminate the tenancy of any resident for disregard of Community Rules and Regulations and in accordance with Florida Statutes 719 and 723.
- 2. Violations of the Community's documents, including Rules and Regulations, will be handled accordingly and fines may be assessed in accordance with Florida Statutes 719 and 723. Fines will not exceed \$100.00 per day, will be interest bearing at 18% per annum, at any point past due and will be subject to a flat administration charge of \$25.00.
- 3. The Corporation specifically reserves the right to terminate the tenancy of any resident upon conviction of a violation of federal or state law or local ordinance which violation may be deemed detrimental to the health, safety, or welfare of other residents and/or their guests of the Community.
- 4. The Corporation specifically reserves the right to terminate the tenancy of any resident upon determination that the resident misstated any information on any application or entry forms required by the Corporation prior to admittance as a resident of the Community.





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XV. VACATION OF PREMISES

1. Thirty (30) days prior to any resident vacating their home in the Community which vacation includes removal of the manufactured home from the lot, resident must furnish the Corporation with a true copy of the contract for removal of all the above ground improvements. The "removal contract" shall include, but not limited to, the removal of the manufactured home, carport, storage shed(s), all attachments, electrical and plumbing, skirting, anchors, slab, and steps (the "improvements"). Resident shall post with the Corporation a security deposit (the "deposit") or a surety bond (the "bond") furnished by the contractor in an amount which is the greater of Five Thousand Dollars (\$5,000.00) or 110% of the amount of the removal contract, which deposit or bond shall act as security to insure the removal of the improvements in a workman like fashion, leaving the unit in a broom swept condition. Resident shall have five (5) days from the date of the commencement of the removal of the improvements to complete the removal and grade the affected area of the lot, otherwise, the Corporation may use the depositor proceeds of the bond to complete said removal. Upon successful completion of the vacation in accordance with this rule, any unused portion of the deposit or bond shall be returned to the Resident.

XVI. OTHER

- 1. Public drunkenness and illegal behavior will not be tolerated in the Community.
- 2. Promptly report vandalism to private or community property **first** to the St. Petersburg Police Department and then follow up with Management.
- 3. Any and all litigation and court fees, if any, charged to the Corporation as a result of enforcing a Resident's violation of the Rules and Regulations shall be borne by the Resident.
- 4. If any provision of these Rules and Regulations be contrary to any law of any jurisdiction in which the Community is located, it shall not apply or be enforced; however, all other provisions of these Rules and Regulations shall not be affected and shall continue in full force and effect.

THESE APPROVED RULES AND REGULATIONS WILL SUPERCEDE AND SURVIVE THOSE PUBLISHED ON JUNE 21, 2021, MARCH 18, 2002, FEBRUARY 15, 2005, JULY 1, 2005, AND APRIL 14, 2008.