

## **RULES AND REGULATIONS OF THE VILLAGE AT LAKE PINE II HOMEOWNERS ASSOCIATION**

1. **ENFORCEMENT OF REGULATIONS:** These rules and regulations will be enforced as follows:
  - A. Violations should be reported to the manager or Management Company of the Village at Lake Pine II Homeowners Association in writing, not to the Board of Directors or to the officers of the Association.
  - B. Violations will be called to the attention of the violating owner by the manager or Management Company, and who will also notify the Rules and Regulations Committee (also referred as the Fining Committee), or persons designated by it to enforce these rules and regulations.
2. **RECREATIONAL FACILITIES:** The recreational facilities and other portions of the common properties are for the exclusive use of association members and their immediate families, tenants, resident houseguests, and guests. Rules and regulations governing the use of amenities contemplated for the Recreational Lands including the pool and pool deck, dock, play area near pool, multi-purpose building, basketball court and tennis court shall be posted upon or immediately adjacent to such facilities. Such rules and regulations are subject to change from time to time at the sole discretion of the Board. To ensure the safety, comfort and enjoyment of such facilities, adherence to such rules and regulations is mandatory for members and, to the extent they are permitted to use the sauna, their guests.

Pool:

  - A. The pool area is available for use between the hours of Sunrise to Sunset.
  - B. The pool gate is to be kept closed AT ALL TIMES.
  - C. There are to be NO toys in the pool as small toys or parts of toys may become lodged in the filtration system.
  - D. Children under the age of 14 are not permitted to use the pool without an adult accompanying them.
  - E. Children under the age of 18 are not permitted to bring children to the pool.
  - F. Infants and toddlers must wear swimming diapers when in the pool.
  - G. Pool parking spaces are available in 2 areas outside of the pool. Parking on the street between the pool parking spaces is not permitted.
  - H. No glass bottles, cups or containers of any type are permitted in the pool area.
  - I. Entrance into the pool is by key only and not over the fence or through some hole in the fence that may become available during the course of abuse.
3. **THE LAKE.** The lake or portion thereof located upon the properties is subject to the following rules and regulations regarding its usage: Motor powered crafts, whether powered by electricity or other fuel, are absolutely prohibited including, but not limited to, motor boats and jet skis. Sail powered crafts may be used upon the lake subject to the receipt by the owner thereof of the prior written approval of the Board of Directors. All acceptable non-powered boat and sail powered crafts must be stored inside unit owner's fence and unseen outside or above the fenced area. Any vessel that meets the criteria above that is put into the lake must not exceed the rated capacity of

persons rated for safe operation. Life jackets must be worn by all persons at all times while the vessel is on the lake. Unit owners, their children, or their guests, are prohibited from swimming in the lake. All association members, their immediate families, tenants and resident houseguests must adhere to a catch and release policy when fishing in the lake. Intentional catching or trapping of snakes, birds, turtles or ducks is strictly prohibited. The Village at Lake Pine II is not responsible for any accidents or injuries, while boating, fishing or otherwise, while utilizing the lake.

4. **SATELLITE DISH:** satellite dishes are permitted in the VLP II. They are not permitted to be installed on the roof, mansards, or soffits, under any circumstances. Prior to installing the satellite dish an architectural form must be submitted and approved, as well as a "hold harmless" form must be filled out by the homeowner which can be obtained from the property manager.
5. **NOISE:** The Declaration of Covenants imposed upon the Board of Directors the duty of ensuring that nuisances, by reason of noise or otherwise, do not take place upon the properties.
  - A. In order to ensure your own comfort and that of your neighbors, radio, hifi, or stereo systems, and televisions sets should be turned down to a minimum volume between the hours of 10:30 pm and 8:00 am. All other noises such as bidding good night to departing guests and slamming of car doors and the like between these hours should be kept to a minimum. Your neighbors will appreciate this.
  - B. Carpentry, carpet laying, picture hanging, or any trade (or do-it-yourself work) involving hammer work, sawing, or drilling, etc. must be done between the hours of 8:00 am and 10:00 pm.
  - C. Fireworks are prohibited.
6. **OBSTRUCTIONS:** Sidewalks, entrances, driveways, corridors and passageways upon the Common Properties must be kept open and shall not be obstructed in any manner.
7. ~~**CHILDREN:** Children shall play in designated areas only. While there is no playground area within the Association, the designated play areas are the pool, tennis courts and basketball court. Homeowners, their children, invited guests or invitees shall not play softball, football or other team type sports on any of the grass areas within the Village.~~
8. **PETS:**
  - A. Certain restrictions upon pets are set forth in the Declaration of Covenants and members, their guests and invitees are expected to comply with such restrictions at all times.
  - B. No pets shall be allowed to commit a nuisance in or on any portion of the properties.
  - C. The term "pet" shall be limited to dogs, cats and birds.
  - D. No animals are permitted in the enclosed pool facility or tennis courts.



- E. Unit owners, their guests and invitees, when walking their dogs within the Association shall, at all times, have their dogs on a leash under the unit owners, guests or invitee's control. No unit owner, guests or invitee shall allow any dog to run free, without being on a leash on any portion of the Association's property, common or recreational, at any time. The violation of this Rule will result in the Association imposing a fine against the unit owner as well as the Association seeking an injunction requiring the unit owner to remove the dog from within the Association.
  - F. Unit owners, their guests and invitees must pick up after the dog on association property.
  - G. Unit owners, their guests and invitees are also responsible for their cats. Cats should not be permitted to run free and damage screens, cars and other properties throughout the Village. Continued violation of this Rule will result in the Association imposing a fine against the unit owner as well as the Association seeking an injunction requiring the unit owner to confine the cat to inside the unit home.
  - H. No dogs can be left unattended on the patio when homeowner is not home.
9. **DESTRUCTION OF PROPERTY:** Neither members, their dependents, nor guests, shall mark, mar, damage, destroy, deface, or engrave Association property constructed upon the Properties. Members, their guests or invitees vehicles are not permitted on any portion of the grass inside the Association property. The cost of replacing or repairing any damage to the grass or sprinkler system by vehicles will be assessed to that unit owner responsible for the damage.
10. **CLEANLINESS:** The common properties shall be kept clean and free from all litter and trash. Members shall not allow anything to be thrown, or to fall, from windows, doors, fences or trellises upon the Common Properties. No substances shall be permitted to escape the Common Properties from the dwelling units.
11. **RESPONSIBILITY FOR DELIVERIES:** Members shall be liable for all damages to the common area caused by receiving deliveries, or moving or removing furniture or other articles to or from the buildings in which the Townhomes and Villas are located. Any commercial vehicle, including but not limited to delivery trucks and other service or utility trucks are not permitted on the grass. Unit owners will be responsible for all damages caused by these commercial vehicles.
12. **TRASH:** All refuse, waste, boxes, crates, papers and garbage shall be securely contained in plastic bags and stored in canisters supplied by the Town of Davie. Recycling bins will also be supplied by the Town of Davie. Household hazardous waste material that is considered corrosive, toxic, ignitable and reactive materials (including but not limited to paint, batteries, tires, anti-freeze, motor oil, pesticides, fluorescent lights, computers, fire extinguishers, and propane tanks) will not be picked up by the Town of Davie either in the form of garbage or recycling containers. Owner's unit numbers shall be visibly and permanently marked on the canisters lids. Garbage canisters and recycling bins may be placed at the road edge no earlier than (6) pm on the day before garbage pick-up and must be removed by midnight of the day of



garage pick-up. Any garbage cans remaining will be disposed of by the manager or Management Company. Bulk pick-up items can only be placed for pickup 24 hours in advance and items that are not removed by the Town of Davie must be removed within 24 hours. Glass, mirrors and paint and hazardous material will not be removed by the Town of Davie and cannot be placed anywhere on the common property.

13. **ROOFS:** Members, their guests, or invitees, are not permitted on the roofs of any building within the Association. Service personnel including but not limited to vent cleaners must be approved in writing by the manager or Management Company.
14. **SOLICITATION:** There shall be no solicitation by any person for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board of Directors.
15. **HURRICANE PREPARATIONS:** Each member who plans to be absent from his Town home or Villa during the hurricane season must prepare his dwelling unit prior to departure by:
  - A. Removing all furniture, plants and other property from his courtyard, balcony or patio area.
  - B. Designating a responsible firm or individual to care for his Townhome or Villa during his absence in the event that the dwelling unit should suffer hurricane damage. Each member shall furnish the manager or Management Company with the name of such firm or individual
  - C. Pursuant to a recommendation from the Architectural Control Committee, owners shall be allowed a maximum of five (5) days prior to the predicted date on which a hurricane has the potential to strike Broward County, Florida, to affix or install hurricane panels or plywood and close accordion shutters on all windows or glass doors on the exterior of a villa or townhome. Owners shall have a maximum of five (5) days after the National Hurricane Center has lifted the hurricane watch for Broward County, Florida, to remove hurricane panels and plywood, and open accordion shutters from the exterior windows or glass doors on all villas and townhomes.
  - D. Residents of the Association that will be absent from their units anytime during the period of June 1 through November 30 (Hurricane Season) may apply to the Board for permission to install hurricane panels, and close their accordion shutters during the time they will be absent.
16. **SIGNS:** No signs of any kind (other than a notice to be placed on the bulletin board after notification to the office of the association) may be installed on the properties. All "for sale" signs must be placed outside the Village property. Alarm signs cannot be placed on common property. The only exception is alarm company window stickers or fence stickers no more than 3" x 3" in size.
17. **ODORS:** No noxious or unusual odors shall be generated in such quantities that they permeate to their townhomes or villas or the Common Properties units and become an annoyance or become obnoxious to another owner. Normal cooking odors, normally and reasonably generated from kitchens, or patios shall not be deemed in violation of the Rules and Regulations.



18. **GUESTS PARKING SPOTS:** Guests spots are reserved for the exclusive use of guests of unit owners within the Village. Unit owners are restricted to parking their automobile in their unit assigned parking spaces. Unit owners who utilize guests spots for their own automobiles are subject to having the Association tow their automobile from the guests spots. Towing expenses will be at the unit owner's expense. The Association may enforce its rights to tow unit owner's vehicles from guests spots after a 24-hour written notice.
19. **VEHICLES:** No boats, recreational vehicles, motor homes, boat trailers, travel trailers, camping trailers, trucks or campers, mobile homes, or any vehicle which can provide temporary living quarters for recreational camping or travel use, as defined in Florida Statute Chapter 320, shall be permitted on the Common Properties, without the prior written consent of the Board of Directors. No boat of any kind can be kept in owners parking or guests spots or stored on top of a vehicle. No vehicle should have outside lettering displaying a business, or any vehicle whose use can be visibly determined as being a commercial vehicle. Covering of lettering will not be permitted. No "for-hire" vehicles, as defined in Florida Statute Chapter 320.01 (15) (a) will be permitted. Portable-On-Demand (POD) must be approved in writing by the manager or Management Company prior to being parked in the unit owner's assigned spot for a period not to exceed 72 hours. Any exceptions must be approved in writing by the manager or Management Company.
- 19B. **COMMERCIAL VEHICLES:** No commercial vehicle of any kind shall be parked within the Association, except for temporary parking while rendering service to the Association or one of the members of the Association. Additionally, motor vehicles, such as panel vans, pickup trucks, and larger trucks that have a ladder rack with or without ladders, or external tanks for water or chemicals, or tool boxes with truck body side access doors cannot be parked within the Association for more than four (4) hours of any twenty-four (24) hour period whether that twenty-four (24) hour period spans more than one (1) calendar day. This rule is specifically designed to prevent the temporary removal and then return of commercial vehicles from within the Association. If an owner simply moves a commercial vehicle, or removes it and then re-enters the Association and parks the commercial vehicle, this will constitute violation of this rule.
20. **INOPERABLE VEHICLES:** No inoperable vehicles are allowed anywhere within the Association. Per Florida law, inoperable vehicles may not be left in guests spots, owner's parking spots, or on the private streets within the Village.
21. **ALL TERRAIN VEHICLES:** All motorized all terrain vehicles, go-carts, skateboards, scooters, or trail bikes are prohibited from all common properties and from the private roads within the Village. Owners, their guests, invitees, or relatives may not operate or park these motorized vehicles on any common property or the private roads within the Village.
22. **TOWING:** All unauthorized vehicles shall be subject to towing when parked on the Common

Properties. An unauthorized vehicle shall be:

- A. Any vehicle described in section 19 above which is parked, stored or kept upon the Common Properties without the prior written consent of the Board of Directors.
- B. Any abandoned vehicle as defined by the Town of Davie ordinance
- C. Any vehicle parked upon the grassy areas of the Association.
- D. Any vehicle parked upon the roadway, in a numbered space or blocking a numbered space without the permission of the unit resident assigned to that space.
- E. The vehicle of any unit owner or lessee who has failed to pay maintenance fees or an assessment for a period of one (1) month or more, as set forth in Section 715.07 of the Florida statute for towing.
- F. Any vehicle in a guests spot with a missing or expired tag. Notice of this violation shall be placed on the car and in writing to the unit owner (if the identity of the unit owner is known) by the manager or Management Company. The manager or Management Company must obtain vehicle registration identification through the Davie Police Department. The vehicle must be given 72 hours of notification before towing. The Board of Directors approves towing of unauthorized vehicles as set forth above and as provided in Section 715.07 of the Florida statute for towing.
- G. Any abandoned vehicle

**23. ATTIRE:** Owners, their families and guests shall not appear in or use the common properties or recreational facilities thereon, except in appropriate attire

**24. COMPLIANCE BY OWNERS:** Owners and occupants shall comply with the foregoing rules and regulations, and any and all rules and regulations, which may, from time to time, be adopted by the Board of Directors. Failure of an owner or occupant to comply with the foregoing shall subject same to legal remedies, including, but not limited to, suites or money damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights and use of the Common Properties and Improvement thereon in the event of failure to so comply.

**25. RENTALS:** Unit owners shall be allowed to rent their units only once per any twelve (12) month period. Subleasing shall not be allowed. Unit owners must notify the manager or Management Company if the unit is a rental unit and sign the Purchase/Lease Agreement with the Association.

**26. LATE FEES:** Unit maintenance fees must be received by the authorized agent of the Association by the Fifteenth of the month. Maintenance fees not received on or before the 15<sup>th</sup> day of every month will be assessed a \$25.00 late fee. When payment is received, it is applied toward the late fee first leaving a remaining balance that will result in additional late fees if the late fee was not included with the late payment.

**27. FINES:** In addition to all other remedies, at the sole discretion of the Rules and Regulations Committee (also referred to as the Fining Committee), a fine or fines may be imposed upon a unit's owner for failure of a unit owner, his family, guests, invitees or employees, to comply herewith or with any rule or regulation, providing the following procedures are adhered to:

- A. Notice: manager or Management Company shall notify the unit owner of the infraction or infractions. Included in the notice shall be the date and time of a



special meeting of the Rules and Regulations Committee (also referred to as the Fining Committee) at which time the unit owner or his designee may present reasons why penalties should not be imposed. At least seven (7) days prior written notice of such meeting shall be given.

B. Hearing: If not previously cured the facts of non-compliance or violation shall be presented to the Rules and Regulations Committee (also referred as the Fining Committee), at such a meeting, after which the Rules and Regulations Committee (also referred as the Fining Committee) shall hear reasons why penalties should not be imposed. A written decision by the by the manager or Management Company on behalf of the Rules and Regulations Committee shall be submitted to the unit owner not later than ten (10) days after the hearing.

C. Penalties: The Rules and Regulations Committee may impose a special assessment or assessments against a unit owner by the unit owner as follows:

1. First non-compliance or violation: A fine not in excess of \$50.00
2. Second non-compliance or violation: A fine not in excess of \$100.00
3. Third and subsequent non-compliance or violation or violations which are of a continuing nature: A fine not in excess of \$200.00. Fines for continuing violations shall not exceed \$2500.00, or the maximum allowed by the Florida Statute §617.305 (2) as now exists or may be amended in the future.

28. RELIEF: The Board of Directors shall have the power not the obligation, to grant relief to one or more owners under the particular circumstances involved from the provisions of the specific restrictions contained in the Rules and Regulations upon the written request there from and for the good cause shown in the sole opinion of the Board.

**THE VILLAGE AT LAKE PINE II HOMEOWNERS  
ASSOCIATION, INC.**

BY: [Signature]  
Date: 9-4-08  
President

Attest : [Signature] Date: 9-4-08  
Secretary

recorded 10/21/2008.

AMENDMENT TO THE RULES AND REGULATIONS  
OF  
THE VILLAGE AT LAKE PINE II  
HOMEOWNER'S ASSOCIATION, INC.

(Additions indicated by underlying, deletions by letters being typed through and unaffected language remains the same).

Amendment to the Rules and Regulations by adding Rule 29-36, as follows: \_\_\_\_\_.

Rule # 29      No more than ~~ten (10%)~~ eighteen percent (18%) of the total number of units within the Village at Lake Pine II may be rented at any one time. All proposed rentals must be approved by the Board of Directors and the Board is authorized to reject any proposed rental if the proposed rental would constitute an aggregate of more than ~~twenty-six (26)~~ eighteen percent (18%) rental units existing at the time of the proposed rental. Unit owners that currently have a written Rental Certificate of Approval prior to February 15, 2013, shall be grandfathered in and may continue to rent their units as long as the then current title holder remains as the sole title holder to the unit. Upon transfer of the title in any fashion, or upon occupancy by current owner, the unit will no longer be considered grandfathered under this rule.

Rule 30      The Village at Lake Pine II is an owner occupied residential community. The Association deems, in the best interest of the unit owners, to take all reasonable steps to promote an owner occupied residential community. Accordingly, units within the Association, except those held in title by the Association, must be owner occupied for no less than twelve (12) calendar months from the date the unit owner takes title to the unit. Thereafter, rule # 29 applies.

Rule 31      The Board of Directors has the authority under the Declaration of Covenants, Easements and Restrictions for the Village at Lake Pine II to assign or reassign parking spaces within the Association. Any unit owner who remains delinquent to the Association for any monetary obligation for more than sixty (60) days, may have their parking space reassigned. The delinquent owner will not be allowed to park in any other space except for the reassigned parking space. If the delinquent unit owner parks in any other parking space other than the reassigned parking space, the vehicle(s) are subject to towing at the vehicle owners expense. At such time the delinquent owner pays all monetary obligations or enters into an approved payment plan as indicated in rule 32, the Association shall reassign the delinquent unit owner back to the owners original parking space.

Rule 32      The Board of Directors hereby establishes as a standard policy that it will accept a payment plan from delinquent unit owners upon the following terms and conditions:

- The unit owner must make a ten (10%) percent down payment upon executing a signed payment plan;



- The unit owner shall pay the remaining balance along with the then current maintenance fees due and late fees owing over a period not to exceed twenty four (24) calendar months;
- The payment is due on the 1<sup>st</sup> of the month and the first late payment received after the 15<sup>th</sup> of the month invalidates and dissolves the payment plan and parking rule 31 may apply;
- The Board hereby authorizes its attorney to negotiate such terms and conditions with any delinquent homeowner as the attorney deems in the best interest of the Association but not to exceed the guidelines set forth by the Board herein.

Rule 33      Sale or lease of units must submit a \$200.00 Orientation Fee (Money Order or Bank Check) which will be refunded upon completion of the Orientation process and Board approval.

Rule 34      The roadway within the Association is designated for the use of vehicular traffic and should not be utilized by any person or activity other than vehicular traffic. Any other use of the roadway is strictly at your own risk. Drivers must adhere to the 15 MPH speed restriction and use extreme caution within the community.

Rule 35      The Grass covered area within the Association is common area. This common area is allocated by the Declaration of Covenants, Easements and Restrictions as such and available to unit owners within the Association. As such, this area is available for the use by unit owners, their tenants, invitees and guests and are allowed to utilize this common area as a play area from 8:00 am until 10:00 pm. However, all team sport activity, group playing, etc., of any type shall be restricted to the common area immediately to the South of the tennis court and area between the tennis court and basketball court. Furthermore, no child under the age of ten (10) shall be allowed to play in the common areas unless accompanied by an adult.

Rule 36      Outdoor furniture, toys, sports equipment, bikes, etc., must not be left unattended on roadways or common areas and must be stored out of sight of the Association when not in use. Personal barbecue grills, fire pits, etc., are not allowed on Association property. Party rental products such as, but not limited to, bounce houses, slides, tents, picnic tables, etc., are not permitted on common area due to insurance regulations. The meeting room and barbecue grill at the pool can be reserved for private use by unit owners and their tenants. A security deposit of \$250.00 is required for all reservations.



## **Rights and Responsibilities**

### **For Better Communities**

#### ***Principles for Homeowners and Community Leaders***

##### **Homeowners Have the Right To:**

1. Honest, fair and respectful treatment by community leaders and managers.
2. Participate in governing the community association by attending meetings, serving on committees and standing for election.
3. Access appropriate association books and records.
4. Prudent expenditure of fees and other assessments.
5. Live in a community where the property is maintained according to established standards.
6. Fair treatment regarding financial and other association obligations, including the opportunity to discuss payment plans and options before foreclosure is initiated.
7. Receive all documents that address rules and regulations governing the community association – if not prior to purchase and settlement by a real estate agent or attorney, then upon joining the community.
8. A responsive and competent community association.
9. Appeal to appropriate community leaders those decisions affecting non-routine financial responsibilities or property rights.

##### **Homeowners Have the Responsibility To:**

1. Read and comply with the governing documents of the community.
2. Maintain their property according to established standards.
3. Treat association leaders honestly and with respect.
4. Vote in community elections and on other issues.
5. Pay association assessment and charges on time.
6. Contact association leaders or managers, if necessary, to discuss financial obligations and alternative payment arrangements.
7. Request reconsideration of material decisions that personally affect them.
8. Provide current contact information to association leaders or managers to help ensure they receive information from the community. Ensure that those who reside on their property (e.g., tenants, relatives, friends) adhere to all rules and regulations.

##### **Community Leaders Have the Right To:**

1. Expect owners to meet their financial obligations to the community.
2. Expect residents to know and comply with the rules and regulations of the community and to stay informed by reading materials provided by the association.
3. Respectful and honest treatment from residents.
4. Conduct meetings in a positive and constructive

atmosphere.

5. Receive support and constructive input from owners and non-owner residents.
6. Personal privacy at home and during leisure time in the community.
7. Take advantage of educational opportunities (e.g. publications, training workshops) that are directly related to their responsibilities, and as approved by the association.

##### **Community Leaders Have the Responsibility To:**

1. Fulfill their fiduciary duties to the community and exercise discretion in a manner they reasonably believe to be in the best interests of the community.
2. Exercise sound business judgment and follow established management practices.
3. Balance the needs and obligations of the community as a whole with those of individual homeowners and residents.
4. Understand the association's governing documents and become educated with respect to applicable state and local laws, and to manage the community association accordingly.
5. Establish committees or use other methods to obtain input from owners and non-owners residents.
6. Conduct open, fair and well-publicized elections.
7. Welcome and educate new members of the community – owners and non-owner residents alike.
8. Encourage input from residents on issues affecting them personally and the community as a whole.
9. Encourage events that foster neighborliness and a sense of community.
10. Conduct business in a transparent manner when feasible and appropriate.
11. Allow homeowners access to appropriate community records, when requested.
12. Collect all monies due from residents.
13. Devise appropriate and reasonable arrangements, when needed and as feasible, to facilitate the ability of individual homeowners to meet their financial obligation to the community.
14. Provide a process residents can use to appeal decisions affecting their non-routine financial responsibilities or property rights – where permitted by law and the association's governing documents.
15. Initiate foreclosure proceedings only as a measure of last resort.
16. Make covenants, conditions and restrictions as understandable as possible, adding clarifying "lay" language or supplementary materials when drafting revising the documents.
17. Provide complete and timely disclosure of personal and financial conflicts of interest related to the actions of community leads, e.g., officers, the board and committees.

***Taken from Community Associations Institute  
Rights and Responsibilities for Better Communities***