

# Architectural Standards, Rules and Regulations

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## Architectural Standards, Rules and Regulations

Revised 11- 2019 / Revised 9- 2022 / Revised 3- 2023 / Revised 11-2025

This handbook is a summary of the Architectural Standards, Rules and Regulations for East Lake Woodlands Pinewinds Cluster Homes Unit One Association, (referred to throughout this document as the “Association” or “HOA”) and is a Deed Restricted community. This summary of the Governing Documents, which term includes the Declaration of Covenants and Restrictions, the Articles of Incorporation, the By-Laws, and these Architectural Standards, Rules and Regulations-are not always inclusive. Reference should be made to the governing documents as some restrictions and relevant language may not be included in this handbook. The governing documents will always prevail.

The Association is the entity established to carry out and enforce the terms of the Governing Documents and is run by the Board of Directors. The Board of Directors (BOD) gives this handbook to you so that as an owner/renter you can better understand the rights and obligations set forth in the Governing Documents and the enforcement of said Documents as defined by the Architectural Standards, Rules and Regulations (referred to as ARR).

Pinewinds was developed in three sections, referred to as sections A, B and C, constructed in 1984, 85 and 86 respectively. The units assigned to each section are as follows:

- A Pinewinds Blvd. Numbers 10-80, Birdsong Ct. 10-120 and Morning Dove Ln. 70-120.
- B Morning Dove Ln. Numbers 10-60, Pinewinds Blvd. 90-185 and Summerwinds Ln. 10-40.
- C Pinewinds Blvd. Numbers 190-280, Summerwinds Ln. 50-120.

**PLEASE NOTE IN WHICH SECTION YOU RESIDE, ROUTINE MAINTENANCE IS SCHEDULED BY SECTION.**

The enforcement of the Governing Documents, which include these Architectural Standards, Rules and Regulations are as follows:

1. When a violation occurs a violation letter will be sent to the owner, citing the relevant covenant, restriction, rule, regulation or other provisions being violated.
2. If an owner and /or renter fails to correct the violation within 14 days, the Association has the right to implement the Fining Policy, which could result in fines not to exceed \$1,000, per Association By-Laws and Florida Statutes. Please see Documents-Policies and Procedures on the website for details.

Questions regarding any of the topics in the Handbook should be directed to the property manager for review with the BOD. Please refer to the Pinewinds web site [www.pinewindselw.com](http://www.pinewindselw.com) or the Pinewinds Directory for the contact numbers.

**WE WELCOME YOU AS NEIGHBOR AND LOOK FORWARD TO YOU BECOMING A MEMBER OF THE PINEWINDS COMMUNITY.**

Sincerely,

The Board of Directors, East Lake Woodlands Pinewinds Cluster Homes Unit One Association

**This is a general guide only. The Declaration and Covenants remain the governing document.**

## **GENERAL MAINTENANCE OBLIGATIONS OVERVIEW**

### **Association Responsibility**

- Access way (streets).
- Common parcels (pool area, islands).
- Street signs.
- Repair and replacement of exterior rotted wood.
- Repair and replacement of roofs from normal wear and aging. Repair and replacement of skylights from normal wear and aging that were developer installed. Please see the "Skylight" section for coverage information.
- Repair and replacement of gutters and downspouts, except for gutters/downspouts that were owner installed and not part of the original design. (See Gutter and Downspouts)
- Paint exterior of structure on a rotating basis.
- Maintain lawns and shrubs installed by the developer.
- Trimming of trees installed by the developer.
- Removal of dead trees installed by the developer.

The Association periodically cleans the gutters and downspouts several times a year, subject to change. (See the website for schedule). Any additional cleanings are the owner's responsibility. The Association paints the exterior of the structures on a seven year rotating basis according to sections A, B and C. The Association will provide any paint needed for touch-up to the exterior of your unit, including doors and garage doors.

**If you are planning an alteration to the exterior of your unit, which includes landscape changes, an Architectural Alteration Application must be submitted to the board for approval prior to the commencement of the project.** The Alteration form can be obtained through the current management company, or the website. Alteration applications are approved within 30 days of receiving the completed application. Alterations to a unit or lot become the owner's responsibility to maintain, repair or replace.

### **Owner Responsibility**

- Insurance for owner's property, which is a complete HO3 owner policy (not just contents).
- Doors and windows, including garage doors. Also includes front lanai wood gate door in Sections A & B.
- Glass surfaces, screens/screen framing, and screens around the lanai.
- Driveways.
- Utilities (example: electric and plumbing interior and exterior). Any and all components, no matter where they are located, are the responsibility of the individual owner.
- Owners are responsible for all lines, pipes, conduits, wires and installations for the provision of utilities located upon their lot with exception that Pinellas County will make water repairs up to the water meter and the individual owner is responsible from the meter into the home and all interior water lines.
- Pest control, e.g., insects, vermin (bats, squirrels, rats, mice), etc., except for the Sentricon System installed by the HOA for subterranean termites. Note: The owner is responsible for pest extraction and clean-up. The Association is responsible for repairing the exterior points of entry after the owner's pest control company secures the interior of the home. Upon completion of pest control company's work, the pest control report must be sent to the Property Manager at M&A. *(See page 15)*
- Drainage problems. Nothing should be done that would alter the drainage or natural flow of water run-off without prior approval of the BOD.
- Repair and/or replacement of structure due to hurricanes, storms, fire, sink holes, or other casualty losses.
- Repair and/or replacement of roofs damaged by hurricanes, storms, fire, or other causality losses.
- Repair of interior walls, ceilings, floors, etc. damaged by water and other conditions.
- Vegetation planted by owners and previous owners.
- Repair and/or replacement of wood rot caused by alterations to the exterior by an owner, or previous owner.

### AC UNITS/HEAT PUMPS

1. No window air conditioning units are allowed.
2. Any air conditioning unit/heat pump must have an enclosure.  
These enclosures are not permitted to be used for storage in any way, other than the above mentioned units.
3. Any air conditioning unit/heat pump must be at least one foot away from unit exterior if possible.
4. Any necessary relocation of irrigation equipment, to the extent possible, will be done by the Association's chosen vendor at the owner's expense, but only after obtaining the written approval of the BOD prior to the relocation.
5. Written approval is required for modifications to existing or additional air conditioning units/heat pumps other than the originally installed equipment and replacements of same if new unit will not fit in the same enclosure.  
Requests for approval must be in writing and include a site plan showing the modifications to existing air conditioning unit/heat pump or the additional air conditioning unit/heat pump proposed location, size, color, shape, specifications, enclosure materials and specifications, copies of any and all permits necessary for the addition or alteration, and any other information that may be reasonably requested by the BOD.

### ADDITIONS/ALTERATIONS TO EXISTING STRUCTURES, INCLUDING ATTIC VENTILATORS

1. Addition(s) or any and all other alteration(s) to the exterior of existing structure(s) must be approved by the BOD in writing prior to being made.
2. Any addition/alteration must match in construction, design, materials, and color to the appearance of the existing structure and surrounding area.
3. Addition(s) may not be made to the existing structure, i.e. a new room cannot be built to extend beyond the footprint of the building as originally constructed, but alteration(s) may be made within the footprint of the structure as originally built, such as enclosing the lanai area by way of example only. Alteration(s) can only be made to the rear of the unit and only within the footprint of the structure as originally built. Decks and patios are an exception to the requirement that additions/alterations stay within the footprint of the building.
4. Alteration(s) made to the structure can be no higher than the existing roofline.
5. Alteration(s) cannot be wider than the rear of the unit.
6. Any damage caused by the alteration(s) or addition(s) to the structure, landscaping, or irrigation for which the Association has a maintenance or repair obligation, shall be repaired by the Association at the owner's expense. Any residual problems such as wood rot, water intrusion, or like perils, resulting from the addition/alteration or accelerated by the addition/alteration shall become the owner's responsibility to repair or replace.
7. Deck and patio additions must conform to existing setback requirements and be completely within the existing property lines.
8. Any necessary relocation of irrigation equipment, to the extent possible, will be done by the Association's chosen vendor at the owner's expense, but only after obtaining the written approval of the BOD prior to the relocation.
9. Unit owners are responsible to insure the addition/alteration and the Association shall not be responsible for insuring same.
10. Request for approval must be in writing and must include a site plan showing the proposed location, size, shape, color, detailed construction specifications, design specifications, material specifications, and copies of any and all permits necessary for the addition or alteration and any other information that may be reasonably requested by the BOD.
11. Powered attic ventilators are not permitted. (***Declaration 2.17***)

### AMENDMENTS

The Declaration of Covenants and Restrictions may be amended by the consent, in writing, of 50% of the owners of all of the lots, or by a vote at a duly called meeting of the members, by the affirmative vote in person or by proxy of not less than 50% of the owners of all of the lots. (***Note: also see Declaration 5.03-Amplification***).

**ANIMALS – (Article II, Section 2.12)**

1. No more than two (2) dogs (no size restriction) and no more than two (2) cats and no more than two (2) birds may be kept on a single lot for the pleasure and use of occupants, i.e. as household pets. No other house pets are allowed.
2. No commercial or breeding use of animals is permitted.
3. The keeping of an animal on the land is not a right of the owner; it is a conditional license and may be revoked at any time by the BOD. Pets may not cause undue annoyance, roam the land unattended, cause excessive noise.
4. If any animal or bird becomes dangerous or a nuisance in the neighborhood or destructive to wildlife (in the sole discretion of the BOD) such animal may no longer be kept on the lot.
5. All dogs must be on a leash AT ALL TIMES when outside of the unit per County ordinance. Dogs may not be left unattended so as to become a nuisance.
6. All pet waste shall be picked up by the owner and properly disposed of in trash/garbage bins per County ordinance.
7. NO PETS ARE PERMITTED IN THE POOL AREA EXCEPT SERVICE ANIMALS NECESSARY FOR THE OWNER'S USE OF THE POOL.
8. Service animals are only allowed on the pool deck and ARE NOT ALLOWED IN THE POOL.
9. All birds must be caged.
10. Grooming of pets on the lawns or common areas is NOT allowed.
11. FEEDING OF WILDLIFE IS PROHIBITED.
12. Dog houses, dog runs, or other outside tethers or enclosures for dogs are prohibited.

**ANNUAL MEETING**

The annual meeting of the membership of the Association shall be held during the month of March of each year at such time and date to be determined by the BOD. A written notice of the Annual Meeting will be mailed to the homeowners, listed on the web site and posted at the pool house thirty (30) days prior to the meeting listing the date, time and location of the meeting. The mailing will include the application for the intent to join the BOD.

**ANTENNAS/SATELLITE DISHES Article II, Section 2.10**

1. Owner shall not place satellite dishes or antennas on the exterior of any dwelling or permit the same to protrude from any dwelling without notifying the BOD in writing of the proposed method, location, size, shape, and color of the proposed installation and obtaining the written approval of the BOD for the proposed installation. Satellite dishes and antennas are permitted to the extent required by applicable law (including, but not limited to, the Federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size, appearance, and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas, and all lines and equipment related thereto.
2. As to any satellite dish or antenna, which is required to be permitted by applicable law, the following minimum standards shall be applicable:
  - a. No dishes, antennas or receivers shall extend to any height or length greater than necessary to receive an acceptable, quality broadcast signal.
  - b. All installations are to be completed in a manner that will cause the least adverse visual impact to the outside of the dwelling and to neighboring properties, while still allowing an acceptable quality signal and not imposing any unreasonable increases in cost. Therefore, if the installation will be visible from the outside of the dwelling or from neighboring properties, the Association may require inexpensive screening or painting in a color compatible with the dwelling, in order to minimize any adverse impact. All installations shall be to the rear of the dwelling and attached to the dwelling unless a signal of generally accepted quality cannot be obtained with such placement.
  - c. Owners will be required to maintain all installations in a safe and proper manner and in good condition.

- d. No owner may install or maintain more than one antenna or satellite dish within or attached to their dwelling at any time, unless it is shown that this is necessary to receive broadcast signals which the owner is entitled to receive.
3. Any damage to roof shingles or roof leaks caused as a result of such installation is the sole responsibility of the owner to repair. Owners must check with Association's roofing company to determine if said installation will void the roof warranty for this unit and for any attached units. If so, the request is denied.
4. There will be NO removal of trees and/or vegetation to improve signal reception.

**ARCHITECTURAL CONTROL (Article VIII, Sections 8.01, 8.02, 8.03)**

1. All units shall be and remain of like exterior design, shape, color and appearance as other units of the same class or type originally constructed by the developer.
2. No architectural changes can be made to the exterior of your unit without the prior written approval of the BOD. This includes any changes to landscape and driveways.
3. No changes can be made to any common wall between units.
4. All applications for changes must be submitted to the Architectural Control Committee.  
This committee will review a request within ten (10) days of receipt of a complete application and shall make recommendations to the BOD. The BOD will vote on the application at the next regularly scheduled board meeting after submission and an opportunity for the committee to review the complete application.

**BBQ EQUIPMENT/ OUTDOOR KITCHENS**

1. No permanent outdoor BBQ equipment or permanent outdoor kitchens are allowed in Pinewinds subdivision, except that outdoor kitchens located inside of an owner's screened patio/lanai are permissible as long as there is proper ventilation and same is in compliance with applicable fire code and does not increase the insurance premium on the building, if the Association is required to carry same. An application must be submitted and written approval of the BOD obtained prior to such installation.
2. Grills and BBQ Equipment
  - a. Small campsite portable grills must be stored inside when not in use.
  - b. Large gas or barbecue grills/cookers that are stored outside must be placed on a solid surface and must be covered when not in use.
  - c. All grills and BBQ equipment must be kept in the rear of the unit at all times.
  - d. Grill and BBQ equipment placement must not interfere with irrigation. Any necessary relocation of irrigation equipment, to the extent possible, will be done by the Association's chosen vendor at the owner's expense, but only after obtaining the written approval of the BOD prior to the relocation.
  - e. Grills are not permitted in or around the pool area or common ground.

**Board OF DIRECTORS – See By-Laws and Amendments to By-Laws for further clarification**

1. A Board of Directors (BOD) governs the property, affairs and activities of the Homeowners Association.
2. A director must be a homeowner (name on the deed) in order to serve on the BOD. ANY resident can serve as a committee member and is invited to do so.
3. The directors shall be elected at the Annual Meeting of the owners by a plurality of the votes, meaning that those receiving the highest number of votes will fill the open seats.
4. The term of office shall be two (2) years.

**CLOTHESLINES (Article II, Section 2:21)**

Clotheslines and poles cannot be permanent. Clotheslines cannot be erected in front of unit or be attached to exterior of unit and can only be used during daylight hours.

**CONDUCT & NOISE (Article II, Section 2.13)**

1. NO illegal, loud, noxious or offensive activity shall be permitted on any part of the land, nor shall anything be permitted or done thereon which is a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood.
2. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of the land, or lands contiguous thereto.

3. NO bicycles, tricycles, scooters, wagons, carriages, shopping carts, skateboard, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for ANY period of time on the access ways or common parcels.

### **DECKS/PATIOS (Article VIII, Section 8:03)**

1. Decks and patios may only be installed after submitting a written application for exterior alteration and obtaining the written consent of the BOD as elsewhere provided in the section pertaining to ADDITIONS TO EXTERIOR STRUCTURE.
2. Decks must be located in rear of unit only and must be an extension of the unit.
3. All decks and patios must conform to existing setback restrictions and be within the existing property lines.
4. Decks or patios cannot extend out further than the side of the structure at the rear of the unit and should be set back at least two feet from any party wall.
5. Decking or patio material may be wood or composite material, pavers, and or decorative concrete material.
6. Wood decking shall be painted in the color that matches your unit's siding color.
7. NO railings may be installed unless same are necessary to address a safety concern.
8. Privacy panels are not permitted.
9. Landscaping may be required to hide visibility from access way.
10. No deck or patio may impede the right of way of neighboring owners and/or maintenance crews or delivery crews.
11. Any damage to the structure, landscaping, or irrigation for which the Association has responsibility or residual problems such as wood rot, water intrusion or like perils will become the owner's responsibility to repair or replace.
12. Any necessary relocation of irrigation equipment, to the extent possible, will be done by the Association's chosen vendor at the owner's expense, but only after obtaining the written approval of the BOD prior to the relocation.
13. Unit owner is responsible to insure the deck.
14. No patio roofs, lanai roofs or deck roofs are allowed.

### **DECORATIVE SHUTTERS**

No decorative shutters are allowed on the exterior of your unit in Pinewinds.

### **DOCKS (Article II, Section 2:32-b)**

Docks, piers, boat ramps, or other similar structures are not permitted.

### **DOORS AND TRIM – See GARAGE DOORS- separate entry**

1. Any modifications or changes to entry doors and trim must be approved by the BOD in writing.
2. All replacement doors and trim must be painted to match the colors in your section A, B, or C.
3. Doors needing to be replaced must be consistent with the type installed by the developer for your section.-
4. Paint for newly installed doors will be furnished by the Association. Please contact the property manager.
5. Installation or replacement of a storm door must be approved in writing by the BOD. Door trim must be appropriately painted in the color matching other units in the same section and be consistent with the type of door approved by BOD.
6. Installation or replacement of screen doors must be approved in writing. Door frame color must be black or bronze/black.
7. Request for approval must include door specifications, including but not limited to color, style, material, and size, and permit if required prior to installation.

### **DRAINAGE IMPROVEMENTS**

1. No sod, topsoil or shrubbery can be removed or added to a lot that causes permanent changes in elevation, which can result in permanent changes in the flow and drainage of surface water.
2. Drainage improvements shall not be made to any portion of the Land and such term. Drainage improvements, shall include but not be limited to, the underground placement of a French drain or PVC pipe without written approval of the BOD.
3. No lot may be dug or dredged so as to increase or decrease the size of the lot or divert water away from one unit onto another lot or common area. Preserve lot owners cannot reroute rain/surface water drainage in preserve area.

## **DRIVEWAYS**

1. Driveways are homeowner responsibility. Sidewalks are HOA responsibility as defined in the Documents.
2. No driveways may be expanded without the written approval of the BOD.
3. No driveway expansion will be permitted beyond twenty-four (24) inches from the outermost boundary of the garage door, and the color should match the drive way.
4. Concrete driveways should be cleaned and repaired as needed to maintain a neat and attractive appearance close to the original installation appearance. Only clear sealants may be used over the driveway pavement.
5. Driveways in Sections A & B have a shared center strip that is the two homeowners responsibility to maintain with pavers, stones or gravel. If said area still has shrubs, the HOA will remove the plants, but the homeowners must do the fill. No grass should be planted in this area.

## **ELECTRICAL INTERFERENCE**

No electrical machinery, devices or apparatus shall be used or maintained in any unit which causes interference with the television, radio or telephone reception in any other unit or the common areas.

## **ELECTRONIC INSECT TRAPS** (*Article II, Section 2.11*)

1. Outside placement of electronic insect traps is not permitted.
2. Electronic insect traps may be placed within the unit boundaries, front alcove or screened porch/lanai as long as the device does not interfere with other electrical devices in surrounding units and does not create a nuisance. If same is deemed to be a nuisance in the sole and absolute discretion of the board, the board may require the removal of such device.

## **EXTERIOR LIGHTING**

1. For Section A & B units, the light posts must be black and replacement fixtures should match the original design installed by the developer, or the alternative should be approved by the BOD in writing.
2. For Section C owners, replacement of the front globe lighting fixture and globe covers must be the same as originally installed by the developer. The globes are 12 inches round. Globes, 12" round can be purchased from: Ferguson Enterprises, 4701 Ulmerton Rd., Clearwater, #GL825268.
3. Low voltage landscape lighting systems must be of a permanent nature and security spotlights must be approved and must be placed in the landscape beds.
4. Low voltage landscape lighting placement cannot interfere with lawn contractor's ability to perform their job. Due to the delicate nature of said item, any damage incurred is not the responsibility of the HOA or the lawn contractor.
5. Lighting should not be overly bright to affect other units.
6. Addition of any new lighting fixtures that were not part of the original design of the house must be approved by the BOD in writing prior to installation.

## **EXTERIOR STORAGE**

Courtyards, screened lanais, and other semi-enclosed spaces are not permitted to be used as storage areas for any kind of equipment, material, containers or boxes. (Also see-Lawns, Landscaping and Trees #5). Equipment, lawn materials such as excess border material, stones, pavers, bags of mulch etc. are not permitted to be stored on the lot.

## **EXTERIOR WALLS/DECORATIONS/FENCES**

1. All units shall be and remain of like exterior design, shape, color, and appearance as other units in the same section as originally constructed by the developer.
2. All permanently attached exterior wall decorations that can be seen from the access ways MUST be approved by the BOD in writing prior to installation. They must be maintained in a like new condition, i.e. kept in good repair, not rusted, and clean and free of algae.  
If they are not maintained in a like new condition and the owner neglects to repair or replace same after written notice of ten (10) days, this maintenance may be performed by the Association and the unit owner will be assessed for the costs of such maintenance.
3. Damages to walls, wood or stone mantels caused by affixing decorations, hanging of plants, setting of pots etc., resulting in repairs, the cost of said repairs becomes the responsibility of the homeowner. Such damage will be conclusively assumed to have been caused by the affixed decoration where other walls and mantels that do not

have items affixed are not in need of repair. Examples of this, without limiting the generality of the previous statement, would be holes drilled to hang up decorations or flower pots that leak water onto the wood that cause the wood to rot.

4. Holiday decorations are permitted within seasonal holiday periods. ALL HOLIDAY DECORATIONS MUST be taken down within fourteen (14) days after the official holiday.
5. NO FENCES ARE PERMITTED IN PINEWINDS UNLESS ORIGINALLY INSTALLED BY THE DEVELOPER.
6. Relocation or removal of party walls or fences is NOT permitted, except upon a vote of 50% of the owners, for a material alteration or to remove same from another's property or prevent an impairment of easement.
7. Objects which could impede access ways or common parcels are not permitted.
8. No alterations, including but not limited to color changes, to the party walls may be made without the written approval of the BOD.

### **FIREPLACES**

1. Permanent exterior fireplaces, fire pits, chimneys and the like are not permitted.
2. Portable fireplaces, fire pits, and chimneys are permitted outside only when attended and in use and shall otherwise be stored out of sight. Said items must be outfitted with the original manufacturers cover or lid and must be covered upon extinguishing the fire.
3. New construction of fireplaces must be completely contained within the interior of the unit and approved in writing by the BOD prior to installation. Installation of new Fireplaces in Sections a & B are not permitted if they would void the roof warranty.
4. Exterior wall protrusions are not allowed. All roof protrusions must be the same color as the roof.
5. Maintenance and safety of existing and new fireplaces is the responsibility of the owner.

### **FLAGS**

1. A United States flag and one alternate/decorative flag or military flag may be flown from a holder attached to the front of the unit.
2. A United States flag and one alternate/decorative flag or military flag may be flown from a freestanding flagpole, which may be erected so long as the flagpole does not obstruct sight lines at intersections and is not erected within or upon an easement. Written approval of the BOD shall be required prior to installation. The flagpole shall not be taller than twenty feet from the current ground level. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained herein. The flagpole shall be in the front of the unit and shall be setback from the unit edge of the sidewalk at least ten feet.
3. Size of each flag should be no larger than 4 and ½ feet by 6 feet.
4. Flags flown should not be soiled, torn or discolored.
5. Flags containing pictures and/or statements that may be considered offensive, as determined by the sole discretion of the BOD, are prohibited.
6. Small decorative/garden flags may be displayed in garden beds, and should be limited in number. (See Lawn & Landscaping page 12).

### **GAMES, PLAYSTRUCTURES and EXERCISE EQUIPMENT**

1. No permanent games or play structures are permitted on the outside of the unit, including, but not limited to, slides, monkey bars, swing sets, gym sets, and all types of children's furniture.
2. No permanent or portable basketball hoops are permitted.
3. No play houses or tree houses are permitted.
4. No above-ground swimming pools are permitted.
5. No trampolines are permitted.
6. Portable games, play structures, bikes, scooters, and toys are permitted only when in use and must be removed and stored inside after each use.
7. No exercise equipment of any kind is to be stored outside of the unit.

## **GARAGE DOORS**

1. Unit owner is responsible for maintenance and replacement of garage door.  
The Association is responsible for routine periodic repainting of garage door. (Every 7 years on rotating basis per section).
2. All garage doors must be like in design and of uniform appearance as compared with other garage doors within each respective section A, B, or C.
3. If the garage door is damaged or replaced, it is the homeowner's responsibility to have the door professionally painted using that sections appropriate paint color.
4. This paint will be furnished by the Association and can be obtained from the Association.  
A "screen garage door" is not permissible.
5. It is suggested that unless working in the garage or otherwise utilizing same garage door need to remain closed. Open doors are unsightly to neighbors, encourage theft, and the entering of wildlife.

## **GARAGE SALES**

1. Garage and yard sales are NOT permitted due to narrow streets and limited parking.
2. ESTATE SALES are permitted only if approved in advance, in writing, by the BOD.
3. All approved estate sales MUST be conducted within the confines of the unit.
4. Any approved estate sale shall not exceed a period of two (2) days.
5. Due to our narrow streets and limited parking, STRICT traffic control by the unit owner is mandatory to allow for the unimpeded entrance and exit of other owners/residents and emergency vehicles.

## **GARBAGE/TRASH DISPOSAL**

1. Trash/garbage is not permitted to be stored outside of the unit.
2. **Trash/garbage bags and cans must be stored in garages until 6 A.M. of the day of trash pickup**, with the exception of discarded building materials, and moving boxes and other discarded materials and garbage in connection with moving activities, none of which shall be on the curb for a period in excess of twenty-four (24) hours.
  - a. There may be additional charges for large item or building material pick-up. Please refer to the website for the waste management contact information. (Documents page)
  - b. Tree branches will be picked up permitting they are bundled and no longer than 4 feet. Small branches, twigs, leaves etc. should be put in the trash container. (See website and Welcome Packet.)
3. Trash/garbage cans must not remain on the curb in front of any unit for more than twelve (12) hours after pickup.
4. All boxes and cartons should be broken down. (Recycling is available, refer to the website and Welcome Packet).

## **GENERATORS**

1. PERMANENT generators are not permitted.
2. Portable generators may be used temporarily after loss of electrical power according to safety guidelines established by the manufacturer and federal & state safety regulations.
3. Portable generators must be stored inside the unit when not in use, WITH NO USE OF ACCESS WAYS OR COMMON AREAS.

## **GUTTERS AND DOWNSPOUTS**

1. The Association maintains, repairs, and replaces gutters and downspouts originally installed by the developer. The current gutter and downspout maintenance/cleaning schedule is twice per year. Additional cleanings are the homeowner's responsibility. See website for the current schedule. [www.pinewindselw.com](http://www.pinewindselw.com). Per original owner documents, gutters and downspouts around the lanais in Sections A & B were developer installed.
2. They will be repainted every seven (7) years on the regular paint schedule for each section.
3. Gutters and downspouts were NOT originally installed along the side, and across the rear of the units in section C. — Therefore, replacement or repair of existing gutters or related downspouts in these areas is the owner's responsibility.
4. Installation or modifications of gutters and/or downspouts must be approved in writing by the BOD, prior to installation or modification.
5. Downspouts cannot interfere with lawn maintenance or cause any pooling of water or interfere with natural drainage. The direction of water flow will be examined by the BOD as one of the considerations for approval.

## **HOUSE NUMBERS**

1. Each house must have a number in the front of the residence and in a lighted area to aid emergency personnel.
2. All house numbers must be uniform with all others in the same section and must be painted in the same color as the trim of the unit.
3. Any replacements numbers must be of the same size, color, material, and design as pre-existing numbers and must be attached in the same location.

## **HURRICANE AND STORM DAMAGE**

The Association is NOT responsible for damage to the units or downed trees in the event of a hurricane, a named storm, severe weather or other acts of God. Such events would require the homeowner to file a claim with their insurance company per ***Declaration Article II, 2.29 and 2.33***. The HOA may but shall NOT be obligated to take remedial measures during or following a storm or other event to prevent further damage to any portion of the building or Property. Any assistance provided to a homeowner by the HOA during such a time is the financial responsibility of the homeowner, and any charges incurred by the HOA on behalf of the owner, is the owner's full responsibility. Grounds cleaning may require a special assessment to each homeowner depending on the severity of the storm and budget constraints of said cleaning as determined by the BOD.

## **HURRICANE/STORM SHUTTERS**

1. The installation of hurricane/storm shutters must be approved by the BOD in writing prior to installation. Temporary use of plywood shall not be subject to board approval, however, it shall be subject to all time lines set forth in #7 below and any and all restoration work necessary as a result of the installation of plywood shall be immediately completed by the owner upon removal of the plywood within the timelines specified.
2. Lexann1 or metal shutters, FORCE 12 screening, fabric shield window protection, and Accordion shutters are permissible but written approval is still required prior to installation.
3. Any architectural change becomes the responsibility of the owner to repair/replace and maintain. Upon sale of the unit, responsibility transfers to the new owner.
4. Any damage to the structure, landscaping, or irrigation for which the Association has responsibility or residual problems such as wood rot, water intrusion or like perils, will become the owner's responsibility to repair or replace.
5. The Association will not be held liable for injuries caused by permanent or temporary modifications to the structure.
6. All modifications have to be painted to match the color of the existing structure.
7. Installation Time Line – Hurricane protection coverings may be installed three (3) days prior to the estimated landfall of a named storm and must be removed within five (5) days after the storm has passed. In the event of multiple, successive storms, window coverings may remain in place until the threat has passed.
8. Absentee owners, owners who leave for the summer, or those who leave for an extended vacation during the hurricane season, will not be permitted to cover their windows for the duration of their absence. You must arrange to have your window protection installed and removed as specified in your absence.
9. Request for approval must include site plan detailing location, hurricane storm shutter specifications, exterior hardware mounting specifications, and permit if required.

## **INSURANCE – (Article II Section 2.33)**

1. THE ASSOCIATION DOES NOT PURCHASE INSURANCE FOR YOUR UNIT.
2. It is the responsibility of each owner to purchase and maintain fire and extended coverage insurance, including but not limited to general liability coverage, insuring his/her unit for its full insurable value.  
This should be an HO3 owner policy.
3. Such insurance shall include public liability and such insurance will be paid by the owner obtaining same.
4. The Declarations page of the policy shall include the Association as an additional loss-payee thereon to the extent permitted by insurance company. Said repairs would need to be coordinated between the insured and an approved HOA vendor.
5. **All owners are required to keep said coverage continuously in force and will furnish a certificate of such coverage to the Association annually to be kept in their file.**

## **LAWN, LANDSCAPING AND TREES**

1. All landscape plantings initially installed by the developer or later installed by the Association, including trees, shrubs, hedges, plants, plant beds, and sod, which are located outside of the boundaries of courtyards or other semi-enclosed spaces, patios, or entry areas on the lot, are the responsibility of the Association to maintain, repair and replace. Owners are responsible for the maintenance of any and all landscaping inside of their individual courtyard or any other semi-enclosed space, patio, or entry area on their lot.
2. The HOA will replace aged plants and shrubs for which it is responsible to maintain, repair and replace with similar plants and shrubs of like character to the original developer plantings. These new plantings will be cold hardy, drought tolerant, low maintenance, and resistant to deer, insects, and disease. The HOA does NOT plant ornamental plants. The planting of shrubs on the sides and back of the units may be restricted due to budget constraints as the the primary focus will be on front yards and common areas.
3. Mulch and leaf clearing on the owner's lot is the owner's responsibility. Currently, the HOA provides one leaf clean-up per year, generally in the spring. Mulch, leaves and plant vines must be kept away from the exterior siding of the unit to prevent wood rot. If wood rot occurs due to owner's failure to keep siding clear of debris, the owner shall be responsible for the cost of necessary repairs.
  - a. Compost piles are not permitted.
4. Inner Courtyards and Walls of Semi-Enclosed Outdoor Spaces
  - a. The owner is responsible for planting and maintaining the interior of his or her courtyard and the interior portions of semi-enclosed areas on his or her lot in Sections A & B.
  - b. Any tree and hedge plantings inside these spaces should be miniature and cannot adhere to or abut right up against unit walls or roofs within the courtyard/semi-enclosed area walls.
  - c. Roots that cause damage to the structure or any wall are the owner's responsibility.
  - d. Courtyards, lanais and other semi-enclosed spaces are not to be used as storage areas.
  - e. Any courtyard, lanai or other semi-enclosed space, patio, or entry area that is unsightly and is not maintained in a neat and attractive condition may be restored to a neat and attractive condition by the Association and the costs of such restoration will be assessed to the owner.
5. Common Areas – All plant beds located within the common areas, including but not limited to, all circles, islands, and medians that are part of the common areas are to be maintained by the Association exclusively. Owners may NOT plant or remove anything in these areas.
  - a. The HOA does not maintain and is not responsible for trees that are in the preserve.
  - b. The Preserve areas are protected, and may not have living trees or plants removed from said area unless invasive and would require approval of the BOD.
  - c. From time to time, the BOD may elect to remove only dead plants from natural or preserve areas to enhance and encourage new growth in said areas. Dead trees, if they pose a threat, can be removed by the HOA.
6. Trees
  - a. Trimming, maintenance, removal and replacement of trees that were planted by the developer/HOA are the responsibility of the Association and owners shall not remove or replace any such tree(s) without the prior written approval of the BOD.
  - b. The HOA is responsible for the removal of DEAD PINE trees. Please be of assistance and put movable downed branches and twigs for pick up with the trash collection. (See Garbage/Trash Disposal). Trees that existed prior to development (Live Oaks, Laurel Oaks, Pines, Cypress, etc.) are the maintenance responsibility of the owners and are subject to Pinellas County Code 166 Article II Sec. 166-81 requiring permit/application for tree removal or relocation and any such removal or relocation or replacement must be approved by the BOD in writing prior to removal.
  - c. The Association annually trims branches of any and all trees located outside of a courtyard that overhang any unit roof and of common areas to reduce the potential for wind damage. This is done as preventative maintenance and does not otherwise change the maintenance and replacement obligations of the owners with respect to trees on their individual lot that were not installed by the developer/HOA.

7. Landscape Changes by Current Owner or Previous Owner

- a. Any plantings on the lot not done by the developer/HOA are the responsibility of the owner, whether put in by the current owner or a previous owner. Said plantings are to be maintained in a neat and attractive condition commensurate with the development and the Landscape Committee shall monitor same. Failure to maintain in a neat and attractive condition may result in maintenance being done by the HOA and any costs for such maintenance will be assessed to the owner.
- b. Approval is required to remove or replace plantings. An architectural design change request must be submitted with the location and types of plants to be planted.
- c. Plants that are NOT to be maintained by the Association must be clearly marked. Red flags to be placed in front of the plant or area can be obtained from the landscape chair person.
- d. Any approved changes to landscaping transfers to the new owners upon sale of property along with upkeep obligations for said plantings.
- e. Homeowners who do not wish to maintain landscaping planted by previous owners, may coordinate with BOD the removal of existing plants. The cost of a newly landscaped area with HOA approved plants would be at the expense of the homeowner, but going forward would be maintained by the HOA.

8. Plant /Equipment Damage

- a. The Association is not responsible for plantings damaged due to negligence of the lot owner and any plantings to be maintained by the Association, which are damaged through the actions of the owner, and require revival measures or replacement, shall be revived or replaced at the owner's expense.
- b. Lawn equipment such as hoses, sprinkler heads, etc. should be stored neatly and away from areas maintained by lawn maintenance crews and any damage to same is not the responsibility of the Association.
- c. Damaged landscape lighting installed by the homeowner in the areas maintained by the lawn and shrub maintenance crews, is not the responsibility of the Association or the landscape company.

9. Borders

No railroad ties or garden timbers are permitted. No decorative borders or landscape boulders are permitted in the front of the unit without written board approval. Approved borders must be kept free of debris, algae and/or mold, and weeds per Community standards or same will be removed.

10. Xeriscaping and Mini Irrigation

- a. Any additional irrigation installed other than what exists must be approved by the board in writing.

11. Lawn Ornament

- a. Lawn ornaments, statues, decorative stones, small figurines, etc., shall be limited and no more than 3 lawn ornaments are allowed that are visible from access ways. Any items exceeding these limits will require BOD approval prior to installation.
- b. Of these three items, no more than two (2) may be 30" in height and 24" in width. None can exceed 30 inches high and 24 inches wide.
- c. Any other items placed on the property cannot be visible from access ways and cannot exceed the above mentioned size.
- d. Said items must be placed in planted bedding areas.
- e. A maximum of seven (7) flowerpots are allowed in bedding areas and walkways. Any items exceeding these limits will require BOD approval prior to installation.
- f. Birdbaths, bird feeders, and birdhouses are acceptable provided they do not impede the maintenance crews and are kept within garden beds.
- g. Regardless of height restrictions, wrought iron trellis, stands, poles, hangers, and small decorative items hanging from same are acceptable provided they do not impede the maintenance crews and are kept within the garden beds.
- h. All said items must be maintained according to community standards, i.e. good appearance, clean and neat, and not offensive, to avoid removal.
- i. Any other lawn decoration not listed above may be deemed acceptable if approved by the board in writing.

## 12. Umbrellas

- a. Umbrellas that are visible from any access way cannot be permanent.
- b. They MUST be well maintained, i.e. not faded and not torn.
- c. They MUST be closed when not in use.

### **LEASING**

No unit may be rented or leased, or otherwise made available for use to a non-owner on an exclusive basis, WITHOUT the prior written approval of the Association.

1. Such approval may be obtained only by submission of an application form, together with a transfer fee in an amount not to exceed \$100.00 per application.
2. NO application for lease, rental or other exclusive use of a unit shall be approved unless the MINIMUM amount of the use period is six (6) months.
3. NO MORE than (2) approvals per twelve (12) months period shall be granted. Exceptions will be at the discretion of the Association if circumstances warrant waiver of this requirement.
4. NO SUB-LEASING SHALL BE PERMITTED.
5. NO other person other than an immediate family member shall be permitted to occupy the premises except in the company of the lessee as a houseguest of the lessee.
6. Any lessee shall be bound by the provisions of the Declaration, Articles of Incorporation and By-Laws of ELW Pinewinds Cluster Homes Unit One. A breach or violation of this section will result in a fine imposed by the Association not to exceed one hundred (\$100.00) dollars per day for each day the violation continues, not to exceed one thousand (\$1,000.00) in total for the violation.

***(Limit on Leasing: See April 2019 Amendment)***

### **MAILBOXES**

No individual mailboxes are permitted.

### **MAINTENANCE FEES (Assessments) (Article VII, Section 7.06 through 7.10)**

1. Any assessment and/or maintenance fee NOT paid within the time stated in the Declaration or the date set forth by the BOD will incur interest.
2. The Association may bring legal action against the owner personally obligated to pay the same, by a lien on such lot and by foreclosure of the lien against the lot.
3. All sums assessed to any lot, together with interest and all costs and expenses of collection, including administrative late fees and reasonable attorney fees and appellate attorney fees shall be secured by the lien against the lot.

### **MISCELLANEOUS EXTERIOR CHANGES**

1. ALL units shall be and remain of LIKE exterior design, shape, color and appearance as other units of the same class or type as originally constructed.
2. All plumbing, heating, and other vents protruding through the roof shall be painted the same color as the roof. See rule specifically prohibiting powered attic vents/ventilators.
3. Any changes MUST be approved by the BOD in writing prior to installation.

### **MOTORIZED CONVEYANCES-GOLF CARTS-LOW SPEED VEHICLES**

Note: Motorcycles are permitted in ELW and Pinewinds and follow the same road rules as a car.

Mopeds, motorized go-carts, motorized scooters, motorized skateboards, and the like are not permitted on the access ways. Any and all motorcycles, golf carts and low speed vehicles operated on the roadways must be stored in the garage.

Golf Carts are defined as a motor vehicle that is designed for operation on a golf course or for sporting or recreation and is not capable of exceeding 20 MPH.

Low Speed Vehicles (LSV) are defined as a four-wheel electric or gas vehicle whose top speed is greater than 20

MPH. Low Speed Vehicles must have a registered license plate and be insured. The LSV must be equipped with at least the following safety equipment: Seat belts, a windshield, rear view mirror, horn, headlights, tail lights, stop lamps, side reflectors, a parking brake, turn signals and a VIN number.

1. GOLF CARTS AND LSV'S ARE NOT PERMITTED TO TRAVEL ON THE SIDEWALKS ALONG THE ROADWAYS. NOT ALL SUBDIVISIONS ALLOW GOLF CARTS AND LSV'S.
2. ALL DRIVERS OF GOLF CARTS AND LSV'S ARE REQUIRED TO HAVE A VALID DRIVER'S LICENSE. Pinellas County Sheriff's officers may stop offenders during routine patrols.
3. THE NUMBER OF PATRONS ON A GOLF CART OR LSV MUST NOT EXCEED THE NUMBER OF AVAILABLE SEATS and all passengers must remain seated while in motion. Standing on the back platform is NOT permitted. Please keep arms and legs inside the vehicle at all times for the driver's safety as well as his/her passengers.
4. GOLF CARTS SHOULD ALWAYS YIELD TO OTHER VEHICULAR TRAFFIC AND PEDESTRIANS IN ALL CASES. When making a left turn, after signaling your intentions, carefully merge with vehicular traffic just prior to the intersection and turn using proper signal and turn lane where available. Anywhere signage or road markings provide such direction; golf cart traffic must always merge with vehicular traffic.
5. EQUIPMENT – ALL golf carts and LSV's MUST be equipped with head lights, brake lights, turn signals, and reflecting warning devices on the front and rear sides of the vehicles if being operated during night time or when there is limited light. Headlights must always be on 30 minutes before sunset and any time during inclement weather.
6. PERSONAL GOLF CARTS AND LSV'S ARE NOT ALLOWED ON CART PATHS OPERATED BY THE COUNTRY CLUB as designated by their regulations.

**PATIOS** – SEE DECKS

**PATIO ROOFS** – See DECKS/PATIOS

**PARKING** – See VEHICLES AND PARKING

**PEST CONTROL (Board Adopted, November 20, 2025) (Reference Homeowner Responsibilities, page 3)**

If an infestation of insects, vermin (bats, squirrels, rats, mice), etc., occurs in a unit, except for the Sentricon System installed by the HOA for subterranean termites, the infestation must be reported to M&A within two (2) days. The owner is responsible for interior pest extraction and clean-up. The Association is responsible for repairing the exterior points of entry after the owner's pest control company secures the interior of the home and the owner submits the official report.

- Upon notification of the infestation, M&A will immediately notify all adjacent units with a common wall.
- After reporting the infestation, all affected residents must contact a certified and licensed pest control company within two (2) business days, and an appointment made within the week.
- A written and dated inspection report must be conducted by a certified and licensed pest control company. The inspection report and remediation report(s) must be submitted to M&A within seven (7) days of completed work outlining all points of entry and all repairs and restorations of the home's interior.
- The Association will then repair the exterior points of entry.
- The Pinewinds HOA will enforce compliance under Florida Statute #720.305(1).

Note: In Florida, bats are protected under the Florida Administrative Code rule 68A-4.001 which prohibits actions that could negatively impact bat populations. A licensed and certified bat removal company is required to handle bat removal and remediation.

**PODS/CONSTRUCTION BINS**

1. The placement of Pods or construction bins for temporary purposes must be approved by the property manager prior to placement on the lot.
2. Pods/construction bins may be kept on the driveway for no longer than five (5) days.
3. Additional days require approval.

## **PROPANE TANKS**

NO oil or fuel storage containers, nor any gas tanks or containers are permitted on any lot within Pinewinds-with the exception of 20 lb. propane gas cylinders for use on lanai or patio.

## **RECORDS INSPECTION (Board Adopted August 26, 2022)**

### **INSPECTION & COPYING OF RECORDS**

Any requests by members of the Association to inspect official records or obtain copies of such records, shall be in writing, and shall be sent by certified mail to the following address for the Association: Management & Associates, 720 Brooker Creek Blvd, Suite 206 Oldsmar, Florida 34677. No communications or requests by facsimile or e-mail will be accepted. A return email or other communication acknowledging receipt of the request will be sent by the Association to confirm receipt of any request for access to records.

(a) Each request must include an address, email address if available, and telephone number where the requesting member may be contacted.

(b) Any member requesting that records be produced must state, in detail, the specific records that they wish to inspect or copy, including the dates or time frames for requested official records in each category of requests.

(c) Inspections will be arranged at a time and place to be designated by the Association, during business hours Monday - Friday. All inspections are limited to a maximum of one request per month for any member, for a maximum of 8 hours of inspection time. At the discretion of the Association, or its agent, the inspection time(s) can be scheduled on more than one day, based upon the amount of time and number of records involved.

(d) Records shall be made available for inspection by the Association on or before the tenth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the member. In addition, this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the member, by telephone, in person, or in writing or by electronic mail, as to when the records are available and the proposed time(s) and date(s) available, and the location designated for such inspection. The member must make arrangements with the Association representative for another mutually acceptable date and time if the date(s) suggested by the Association is not acceptable. Inspections are generally intended to take place at the offices of the Association's management company, but under appropriate circumstances the Association may require that such inspections take place at another location. The requirement to make official records available may be complied with by having a copy of the official records available for inspection or copying in the community or, at the option of the association, by making the records available to a parcel owner electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. No member shall remove original records from the location of inspection. No alteration of the original records shall be allowed.

(e) The cost for copies made on Association or Management copy machines will be \$.25 per page, and except as otherwise provided by law, all copying must be done by the personnel at the office where the records are inspected, unless: (a) the member makes copies themselves as permitted by law; or (b) the Association chooses to have the copies made by an outside vendor, in which case the actual cost of copying will be charged to the member requesting the records. Additional costs for the salary, time or other administrative costs of personnel that are necessary to respond to any requests for records, when copying of the requested records exceeds 25 pages, and when any research or retrieval of requested records requires Association personnel to spend more than one-half hour of time, will also be charged to the requesting owner to the maximum extent allowed by the Florida Statutes as amended from time to time, which currently provide for a charge of \$20.00 per hour for personnel time.

(f) No inspection or copying of records shall be conducted in a manner to harass any member, resident or Association agent, officer, director or employee.

(g) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the office where the records are inspected or copied. The Association office, or office of inspection, shall assign one person to assist in the inspection, and all requests for further assistance

and copying during the inspection shall be directed only to that staff person or to someone else designated by that person.

(h) The Association may maintain a log detailing:

- (i) The date of receipt of the written request for inspection;
- (ii) The name of the requesting party; The requested records;
- (iv) The date the owner was notified of the availability of the records;
- (v) The date the records were made available for inspection or copying;
- (vi) The date of actual inspection or copying;
- (vii) The signature of the unit owner acknowledging receipt or access to the records.

Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

(i) Any violation of these rules may cause the immediate suspension of the inspection or copying of records until such time as the violator agrees in writing to comply herewith, and any other violation issues are addressed.

(j) Any written requests for inspection or copying not complying with these rules shall not be honored. The Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party within five working days subsequent to receipt of the written request from the member. Any nonconforming requests for inspection or copying may be responded to by the Association representative by notifying the requesting person of the existence of these rules, and pointing out the necessity of complying with the rules.

(k) The Board of Directors may take any available legal action to enforce these rules, including the levy of a fine.

#### **RESIDENTIAL USE (Article !! Restrictions, Section 2.01 - Lots)**

1. The lots and units shall be used for RESIDENTIAL PURPOSES ONLY.
2. No businesses can be conducted in these units.

#### **RIGHT OF ENTRY**

1. The Association is granted right of entry to each lot to the extent that it is reasonably necessary to discharge its duties of maintenance and repair or for any other purpose reasonably related to the Association's performance of its duties.
2. The Association does not have the right to enter the unit without permission of the owner, lessee, or its occupants without court order.

#### **SCREEN ROOMS**

1. The construction or modification of screen rooms must be approved by the BOD prior to any construction.
  - a. Screen room framing must be black or bronze/black.
  - b. No PVC corrugated panels are permitted to be placed on the outside of the screening.
  - c. All screening, metal extrusions, screen doors and flooring are the responsibility of the unit owner.
  - d. Any damage to the structure, landscaping, or irrigation for which the Association has responsibility or residual problems such as wood rot, water intrusion or like perils will become the owners financial obligation.
2. Maintenance and painting of the siding, trim boards and ceiling inside the original lanai will be the responsibility of the Association.
3. If the original lanai has been approved by the Association, at the request of the unit owner to be permanently enclosed with window glass and permanent door, the entire enclosed area becomes the responsibility of the unit owner and transfers to the new owner upon sale of the property.
4. Request for approval must include site plan, construction specifications, design specifications, color samples and permits if required.

#### **SECURITY DEVICES**

1. Installation of security devices and signs are the owner's responsibility.
2. Home security signs are permitted when placed in the ornamental bed at the front entrance to the unit-and must not interfere with sprinkler or lawn maintenance.

## **SELLING YOUR HOME**

1. If you are in the process of selling your home and have a contract to sell, you must advise the Management Company and the BOD in writing.
2. In order to obtain information on following the proper procedures and obtaining information for new owners, please contact the Management Company for application, etc.

## **SHEDS AND OUTDOOR BUILDINGS**

All sheds and outdoor buildings including storage cabinets are not permitted on the outside of any unit in Pinewinds.

## **SIDING** (*Article VI, Section 6.02*)

1. Maintenance of the siding is the Association's responsibility except where approved alterations apply.
2. Periodic cleaning (in between years of scheduled painting) on the exterior of the building that may become deeply soiled, moldy or moss covered is the responsibility of the homeowner.
3. Paint color of siding must be consistent with other units within your section, A, B or C.

## **SIGNS**

1. No sign of any character shall be displayed or placed upon any lot except as noted below.
2. NO "FOR SALE" or "FOR RENT" signs are permitted.
3. An "Open House" sign may be placed in the front of the unit on the day of the actual Open House.
  - a. The Open House sign must be removed by 5:30 p.m. the day of the Open House.
  - b. A breach or violation of this rule will result in a fine imposed by the Association not to exceed fifty dollars (\$50.00) per occurrence.
4. The Association may remove any sign which does not comply with this Rule.
5. Home security signs are permitted when placed within the ornamental bed at the front entrance to the unit.

## **SKYLIGHTS**

1. Skylights installed at the time of **original construction** and **per original blueprints** as listed below, are the responsibility of the Association.  
Developer installed skylights include:

**Section A:** 3 Bed Units – 1 large skylight over the kitchen. 2 bed units – 1 large skylight over the atrium area.

**Section B:** 3 Bed Units – 1 large skylight over the kitchen plus 2 small skylights over the master bedroom. 2 bed units – 1 large skylight over the atrium area only.

**Section C:** 3 Bed Units – 0 Skylights installed by developer. 2 bed units – 1 small skylight over the master bath.

2. Any installation of new skylights by owner must be approved by the BOD in writing prior to installation and said upkeep of new skylight is the owner's responsibility.
3. Any additional skylights are not permitted if they will void the roof warranty.
4. Interior damage to the home during installation or due to leakage is homeowner responsibility.

## **SOFFITS AND FASCIA**

Maintenance of soffits and fascia is the Association's responsibility except where approved alterations apply.

## **SOLAR PANELS**

Installation of solar collectors REQUIRE board's approval.

1. Request for approval must include site plan, solar collector specifications, location of appurtenances, enclosure specifications if required and permit if required.
2. No trees will be trimmed or removed for solar energy devices without approval from the BOD.
3. Owner needs to be aware that installation of solar collectors may void the roof warranty for his/her unit and possibly for all other units attached. The solar collectors will NOT be approved if such installation will void the roof warranty to his/her unit or for all other units attached.
4. Owner is responsible for county permits, fees and costs.
5. Upon sale of unit, responsibility for maintenance and repair of same transfers to the new owner.

6. Any damage resulting from the installation, whether sustained at the time of installation or at a later date, is the financial responsibility of the owner.
7. The Association will not be held liable for injuries or damage caused by permanent or temporary modifications of the roof or structure.  
All pipes and other related appurtenances attached to the unit have to be enclosed at ground level. Unit owner is responsible to insure the solar collectors and equipment.

**SOLICITING**

Soliciting of any kind is strictly prohibited.

**SPEED LIMITS & STOP SIGNS**

1. The posted speed limit within Pinewinds is **15mph**.
2. Reckless driving will be reported to ELW Security.
3. Due to the absence of sidewalks, pedestrians use streets. It is imperative THAT ALL DRIVERS observe the STOP signs and speed limits!

**STRUCTURAL WALLS AND PARTY WALLS**

1. Damage to a party wall will require replacement to original condition and will be subject to the rules and regulations established by Florida Law.
2. If there is no insurance to cover the cost of such repair then the two owners will share in the cost per Article IX in the Documents.

**SWIMMING POOL RULES for COMMUNITY POOL**

- Pool hours are from dawn to dusk.
- Bathing load is 15 person maximum.
- Pinewinds residents and guests only.
- Lock gate at all times per Florida State Law.
- No lifeguard on duty. Swim at your own risk.
- No alcoholic beverages.
- No smoking.
- No glass containers.
- No diving, running, or horseplay.
- No grills at pool or common areas per insurance.
- Food permitted but not in the pool.
- Adults must accompany children under 12.
- Remove all trash.
- Small floats and noodles permitted.
- Shower before swimming to remove lotions.
- Swimmers must be toilet trained.
- No pets.
- Board approval required for parties.
- Fines for non-compliance. ***(Pool rules revised 12/2020)***

**SWIMMING POOLS — IN GROUND POOLS AT OWNER UNITS**

1. The installation of an IN-GROUND swimming pool and/or spa within the lanai must be approved by the BOD in writing prior to installation. Swimming pools and spas are ONLY allowed within the unit's existing lanai area and must be enclosed by a screen room as required by code.
2. Any damage to the structure, landscaping, or irrigation for which the Association has responsibility or residual problems such as wood rot, water intrusion or like perils will become the owner's financial responsibility.
3. Unit owner is responsible to insure the pool/spa.
4. Request for approval must include detailed site plans, time frame for completion, and permits if required.
5. Request for approval must also include an engineer's certification that any excavation will not affect the structure of the building.

## **VEHICLES AND PARKING**

1. Unregistered vehicles may not be stored on the lots, common parcels or access ways.
2. **NO VEHICLES can be parked on the access ways OVERNIGHT 11:00 p.m. - 6:00 a.m. All vehicles must be parked within the garage or on the driveway VISITORS PARKING is available on Summerwind anytime and at the pool from 6:00 p.m. to 10:00 a.m. only and not for residential parking.**
  - a. Violations to this rule could result in fines or the vehicle being towed per FLORIDA STATUTES 715.05, 715.07 & 713.73.
3. Vehicles parked on the street or access ways MUST NOT block entrance and exit of any other vehicles including emergency vehicles or obstruct in any way the sightline of the roadway from other driveways or moving traffic.
  - a. No parking of vehicles on the lot other than the drive way. Damage done to the sod is the responsibility of the homeowner.
  - b. Please inform guests not to pull over the curbs, as this damages the sprinkler system and sod. Vehicle tires should remain on the pavement.
  - c. Damage done to the lot/sod or irrigation system due to oversized vehicles (whether owner's or owner contractor or owner's guest) is the responsibility of the homeowner.
4. No vehicle that cannot operate under its own power or which does not have a current license tag, shall NOT remain on a lot unless it is kept within an enclosed garage.
5. No repair of any vehicle, except for an emergency repair such as changing a flat tire or jumping a battery may be made on the lots. Changing automotive fluids, changing filters or performing tune ups are not emergency repairs and are, therefore, prohibited to be performed on the lots.
6. Vehicles parked on the driveway may not be covered with tarps, blankets or any similar coverings.
7. Commercial vehicles, boats, trailers, campers, mobile homes or recreational vehicles, INCLUDING motorcycles, mopeds, motor scooters, and golf carts, etc. may not be parked on the lots, common parcels, or access ways unless kept within an enclosed garage. Included within the definition of "commercial vehicles" are all vehicles with exterior commercial lettering; vans designed for commercial purposes; and trucks, including pickup trucks of any size, which evidence visible uses or modifications for commercial purposes. This also includes trucks where any commercial equipment, inventory, or apparatus is visible on the exterior of the vehicle. Also prohibited are any passenger vehicles, including sport utility vehicles, which have been modified from the condition which existed when sold by the manufacturer, including modifications which have increased the height of such vehicles, added off-road or enlarged tires, or added roll bars or other apparatus unrelated to conventional passenger use of the vehicle.

## **VOTING, PARTICIPATION AT BOD MEETINGS & POWERS OF ATTORNEY**

1. "OWNER" shall mean and refer to the record owner, whether one or more persons, firms, or entities, of the fee simple title to any lot. All owners shall be members of the Association. To be a member, your name must be listed on the deed for your unit. There may be multiple names listed on the deed and all of those are considered members of the Association, however, only ONE vote is permitted per unit, as per Florida State Statutes.  
**(Revised 12/2020)**
2. PARTICIPATION AT MEETINGS
  - a. A Board of Directors meeting is for the business of the BOD.
  - b. Owner participation needs to be specific to the agenda items being discussed.
  - c. Those people actively participating at BOD's meetings are the persons actually named on the deed.
  - d. This refers to the 'monthly board meetings' as well as ALL meetings of the community association, e.g., annual meetings, special assessment meetings and/or any other 'one-time' meetings necessary to address the needs of the community to the association members.
3. Powers of Attorney. The Association must be notified of Power of Attorney documentation.

## **WALKWAYS**

1. All common access ways and walkways installed by the developer or by the HOA are the responsibility of the Association to maintain.
2. Non-permanent (removable) stepping stones are permitted.

3. Stepping stones must be flush with the turf so they do not interfere with lawn maintenance.
4. Stepping stones that are visible from access ways and roads must be maintained in a clean and neat appearance without cracks.

#### **WATER SOFTENERS**

Water softeners must be installed in the residence or the garage.

#### **WINDOW AWNINGS**

Permanent and/or temporary awnings are not permitted.

#### **WINDOWS**

1. All replacement windows must be of the same window design/type as already installed in the unit.  
Replacement windows of same design do not need BOD approval.
2. Window frame must be black or dark bronze.
3. All window changes (if for some reason a design change) must be approved by the BOD prior to installation.
  - a. A descriptive site plan drawing and product brochure outlining the type of window and location of replacement window needs to be attached to the Architectural Request Form.
4. Unit owner is responsible for maintenance and replacement of windows.
5. Unit owner is responsible for caulking, weatherproofing, and painting exterior portion of unit and window after replacement.