

SILVER PINES CONDOMINIUMS ASSOCIATION

MESSAGE TO NEWCOMERS:

The Silver Pines Association members, residents and the Board of Directors all welcome you to our community. If you live by the Golden Rule, you will find peace and quiet. The Condominium Documents, i.e., the Declaration of Condominium, the By-laws and these Rules & Regulations provide a viable method for the Board of Directors to maintain tranquility.

If you are purchasing a unit, you will be expected to be familiar with and comply with the covenants of the condominium documents including the Rs & Rs.

If you are a non-owner resident in our community, it is important that you know what the Rs & Rs require of you and your visitors and that both you and your unit owner are responsible for compliance with the Rs & Rs.

By Florida Law, the Condominium Act, Chapter 718, when you purchase a unit at Silver Pines Condominium, you are agreeing to comply with and be bound by the covenants of all the Condominium Documents, the Declaration of Condominium, the By-Laws and the Association's Rules & Regulations.

RULES & REGULATIONS

Silver Pines Association has established the following Rules and Regulations for all the owners and residents. These Rules and Regulations are established in accordance to the scripture of the Declaration of Condominium of our community. Its main purpose is to protect the value of the properties, promote security and welfare, to assure a better understanding among all the resident and provide the best quality of living use all deserve. These Rules and Regulations may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time.

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the common elements, the limited common elements, the units and the commonly used facilities available for use by the unit owners within the Condominium shall apply to and be binding upon all unit owners. The unit owners shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors.

Rules & Regulations

1. Owners, owner residents, non-resident owners, non-owner residents and their guests shall comply with the General Requirements as well as all the specific use requirements for condo units and common elements.
2. All units shall be used solely as a single-family residence within the meaning of zoning ordinances and codes of Orange County, Florida for R-3 Zoning. The ordinance allows Home Type Business classified as "Mobile". This classification means that all business transactions except telephone work and individual paperwork, must be performed away from the premises. There shall be no visiting clientele, no employees no significant truck deliveries, no use of guest parking, no storage of equipment and materials and no signs posted on the premises for the purpose of operating a business, provided, however, that a Unit Owner may utilize a room within his or her Unit as a home office when such home office activity generates no foot traffic to or from the Unit by persons other than the Unit Owner(s) and/or occupant(s).
3. Only the unit owner or an authorized agent may conduct business transactions with the association, the Board of Directors, and/or the management company. All residents have an equal right to the common facilities. Owners who lease their units relinquish their right to the common facilities to their lessee. Only owners may attend board and membership meetings.
4. Neither unit owners, nor their family members, lessees, contractors, invitees, nor guests shall mark, mar, damage, destroy, deface or engrave any part of the Condominium. The unit owner is financially responsible for any such damage and for the cost of repairs to common elements that are caused by themselves, their residents and/or their guests.
5. NUISANCES: No noxious, destructive or offensive activity shall not be permitted in any Unit or in the Common Area, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Property.
6. A Unit Owner shall not permit or suffer anything to be done or kept in his or her Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.
7. Nothing shall be done or kept in any Lot or in the Common Area, which would be in violation of any statute, rule, regulation permit or other validly imposed requirement of any governmental body. In respect of this, you cannot operate any visible business from your Unit or Common Area.
8. SIGNS: There shall be no "For Sale" or "For Rent Lease" signs exhibited, displayed or visible from or the exterior of the Condominium.
9. No sign notice or advertisement shall be inscribed or exposed on or at any window or any part of the Condominium, nor shall anything be projected out of any window or door in the Condominium.
10. FACILITIES: The commonly used facilities available for use by the unit owners within the Condominium are for the use of unit owners, their lessees and their respective family members and guests. No guest of any unit owner shall be permitted to use such commonly used facilities unless accompanied by a unit owner or lessee or unless the guest has been registered with the Board of Directors. Any damage to the buildings or to the common elements or equipment caused by any unit owner, lessee or their respective guests, contractors or invitees, shall be repaired at the expense of the responsible unit owner.
11. GARBAGE: All garbage and refuse from the Condominium shall be deposited with care in garbage containers intended for such purpose at such times and in such manner as the Association shall direct.

12. Refuse and bagged garbage shall be deposited in the garbage bins provided by Orange County. In this regard, all refuse must be bagged in sealed garbage bags. All boxes and large items should be called into Orange County Solid Waste. Items to be recycled are to be placed in the recycling bins.

13. Food and beverages may not be consumed outside of a Unit, except in such cases as are designated by the Board of Directors of the Association.

14. Unit owners, their lessees, their family members and guests shall not appear at or use the recreational facilities, except in appropriate attire. No bare feet are allowed in the parking areas, in the lobby or on the stairways.

15. Bicycle riding, skateboarding or rollerblading is prohibited in common areas.

16. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.

17. NOISE: Every resident of SPA is entitled to live in peace and quiet. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners.

18. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium.

19. No loud parties, illegal or immoral acts, drunkenness, vulgar language, or disturbing acts are permitted day or night. From 10:00 p.m. until 8:00 a.m. residents or their guests shall maintain a quiet time. During this quiet time, noises of any kind shall be kept at a very minimum so as not to disturb other residents. This quiet time includes inside parked vehicles, driving vehicles around the complex, walking around the complex, through courtyards, through breezeways, upstairs, on balconies and inside units. Those who violate the quiet time are subject to being fined by the Board of Directors.

20. Residents should be considerate and avoid outdoor cell phone usage, slamming doors, dropping trash can lids.

21. No wind chimes shall be placed in balcony areas.

22. No noise producing devises shall be placed outside the unit or attached to common elements. All items, materials and devices attached to common elements by residents are subject to approval and/or removed by The Board.

23. Unless expressly permitted in writing by the Association, no floor covering shall be installed in the units, other than any carpeting or other floor covering installed by the Developer. In any event, each unit owner shall have the duty of causing there to be placed underneath such floor covering, so as to be between any such floor covering and the concrete slab, generally accepted and approved materials for diminution of noise and sound, so that the flooring shall be adequately sound-proof.

24. STORAGE: The personal property of all Unit Owners shall be stored within their Condominium Units. Nothing shall be placed in the storage areas, if any, which would create a fire hazard.

25. No flammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto, or in any storage area, except such required for normal household use.
26. The use of gas-fired or charcoal-fired cooling grills is prohibited.
27. ROOFS: Unit owners (other than the Developer and/or agents of the Developer), their lessees, their family members and guests are not permitted on the roofs for any purpose whatsoever.
28. OBSTRUCTIONS: The parking areas, sidewalks, entrances, driveways, passages, carport, balconies, corridors and halls shall not be obstructed in any manner. Rugs or mats must not be placed outside of doors, in corridors or on walkways.
29. No bicycles, scooters, baby strollers, similar vehicles, toys or other personal articles shall be allowed to stand in any driveways, walkways, parking spaces, Common Elements or Limited Common Elements.
30. No radio or television aerial or antenna shall be attached to, or hung from, the exterior of the Condominium or the roofs thereon, except for installations constructed thereon by the Developer and/or by agents of the Developer.
31. BALCONIES: Approved materials placed on balconies and walkways are potted plants, hanging baskets, neat and clean lawn chairs, side tables and holiday decorations. No balcony, walkway or porch shall be used for storage of athletic equipment, fishing tackle and accessories, skiing equipment, bicycles, barbecue grills, bags of charcoal, lighter fluid, bags of soil, ice chests, buckets, ladders, ashtrays, glasses, bottles, miscellaneous building products, unused furniture, cardboard boxes, mops, brooms, storage chests, coolers, toys or any other material other than the following materials. The resident shall remove unsightly and/or dead potted plants, hanging baskets and patio furniture from sight. All porch and balcony chairs and tables, etc. placed on the exterior of a unit must be neat and clean without ragged and torn cushions, or unsightly rag, towel, plastic, or fabric covers. Makeshift furniture such as wood crates, wire spools, concrete blocks with wood shelving, discarded interior furniture, etc. is not permitted on porch, walkway, or balcony furniture. The Board has the authority to determine the acceptability of such chairs, tables, plants, etc., which are placed upon common elements.
32. No garbage cans, supplies, or other articles shall be placed on the balconies, or on the roof or landings. No clothes, blankets, mattresses, sheets, curtains, tablecloths, oil cloths, towels, wash cloths, bathing suits, door mats, brooms, dusters or any other plastic, rubber or fabric material shall be hung over balcony railings or draped over balcony furniture or on shrubbery for sunning, drying, airing or for any other purposes.
33. All outdoor holiday decorations must be removed within seven (7) days after the holiday, except for Christmas where you are allowed fourteen (14) days after the holiday.
34. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
35. WINDOWS: All windows must have white blinds. No broken blinds, and or boards are allowed on windows or exterior doors, or patios.
36. No window air-conditioner unit shall be permitted. Bars on window and doorways shall be not be permitted. Any additions of screen door, etc. must have ARC approval first.
37. No owner shall allow anything whatsoever to fall through the windows, balcony or doors of the premises; nor shall be swept or thrown from the premises any dirt or other substance into any of the corridors, or balconies or elsewhere in the building upon the grounds.

38. VEHICLES & PARKING: The parking facilities shall be used in accordance with the regulations adopted from time to time.

39. No vehicle belonging to a unit owner, lessee, or to a member of the family or guest or employee of a unit owner or lessee shall be parked in such a manner as to impede or prevent access to another parking space. Unit owners, lessees, and their employees, servants, agents, visitors, licensees and families shall obey the parking regulations posted at the parking areas and drives, and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the unit owners.

40. All vehicles of any owner tenant must be parked in the driveway and/or garage of the owner/tenant unit. Vehicles shall not be parked on any lawn or grassy area, nor shall any vehicle be parked overnight at the pool or on any street or common area of the property.

41. Each parking space which is assigned as an appurtenance to a particular unit may be used only by the unit owner or the lessee of such unit, except when the unit owner has given written permission for use (copy to Association) by another unit owner, lessee or guest. No unit owner or lessee or their respective family members, employees, servants, agents, visitors and licensees may park his vehicle in any assigned space other than the space assigned to the unit owner of the particular unit.

42. In the event decals are required to be affixed to each vehicle owned by or leased by a unit owner or lessee, while parked within the Condominium Property, then each vehicle owned by or leased by a unit owner or lessee shall bear the required decal while within the Condominium Property.

43. Washing and waxing of motor vehicles shall be limited to such areas, if any, designated by the Association for the cleaning of motor vehicles. All vehicles shall be parked within the painted lines and pulled up close to the bumper. As a security measure, all automobile doors should be locked.

44. Trucks, commercial vehicles, campers, recreational vehicles, boats, trailers or any vehicle not susceptible to registration by the State of Florida as an "automobile" may not be parked in parking spaces and may not be kept on the common property.

45. An oversized vehicle" is one that extends beyond the white parking stripe more than 16 inches when parked tight against the concrete bumper. Unit owners must apply in writing and receive written approval from the Board for any vehicle exceeding this requirement prior to parking on the premises. The Board can give approval only if an appropriate space is available that will not cause a hazard to other drivers. Prospective residents are cautioned to be sure that their vehicles meet this requirement prior to signing any binding agreement for a unit purchase, leasing, or occupancy purpose. Vehicles in violation of the Rs & Rs are not allowed to park on the premises and subject to being towed at the owner's expense. The vehicle owner whose vehicle leaks damaging fluids upon the asphalt pavement is responsible for the cost of repairing the damage caused by the leaking fluid.

46. No inoperative cars, trucks, trailers, or other types of vehicles shall be allowed to remain on the Property. There shall be no major maintenance, repair, or restoration performed on any motor vehicle on or adjacent to any Lot in the property. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions hereof, shall be parked, stored, or located upon any Unit at any time.

47. Vehicles are not permitted to jump the concrete parking bumpers.

48. Parking of a vehicle with any type of sign e.g. "For sale" is not permitted on any Unit, Street, or Common Area of the Property.

49. Driving and parking violations are subject to a fine.

50. PETS: No animals, livestock, or poultry of any kind shall be raised, bred or kept in any Unit or the Common Area.

51. All pets must be registered with the Management Office with any Proof of license, registration and veterinarian records.

52. More than 2 pets per unit are prohibited.

53. Pets shall be limited to dogs, cats, guinea pigs, hamsters, birds and tropical fish. All other animals are expressly forbidden, unless otherwise allowed in writing in advanced by the Association. The total of all pets belonging to a unit owner shall not exceed two (2), tropical fish excluded. In addition, breed & size restrictions shall apply to dogs.

54. Each dog may NOT exceed 35lbs at full maturity.

55. Notwithstanding the foregoing no Pit Bull, German shepherd, Rottweiler Doberman Pincher, Chow Chow, Akita, American Staffordshire Terriers, Pit Bulls-American Bully, Dalmatians, or any other breed, whether pure bred or the predominate breed of a mixed breed dog, generally regarded by the insurance industry as presenting a coverage risk for liability insurance and no venomous snakes or potbelly pigs shall be allowed on any portion of the Condominium Property, including any Units.

56. Pets may NOT be left unattended and must be on a leash at all times, when outside. Pets may be kept in a unit. No pets shall be allowed to become a nuisance or a source of annoyance anywhere within the community, nor to deposit its bodily waste on or in any public portion of the Condominium Property.

57. Pets must be cleaned up after (per City Code 6.01/Ordinance 95-32). Owners shall not allow their pets to urinate or defecate in undesignated areas due to damage to the landscape and general health concerns. Owners must pick up, clean up and properly dispose of all solid bodily waste from their pets. Pet stations are provided for this purpose throughout the property.

58. Pets shall not be allowed on the balcony of a Unit unless the unit owner is present. Dogs must be on leashes and accompanied by its owner at all times when outside the unit, no exceptions. Owners shall take proper care of their pets and may not leave pets unattended on balconies, patios or stairways.

59. Be considerate with your neighbors and do not allow your dog/s to bark excessively. Continuous dog s barking is considered an unwanted environment nuisance, punishable by the on-Orange County ordinance with up to \$500.00 fine per incident.

60. Owners are also subject to all of the rules and regulations stipulated in the Orange County, Code of Ordinances, Article II, Chapter 5 Animals.

61. If the determination by the Board of Directors that a pet is a nuisance, consent to harbor the animal may be revoked at any time. This decision is considered binding and conclusive Violation of any of the rules and regulations of the Association or the Orange County Animal Ordinances could result in fines/or legal proceedings

62. POOL & PATIO REGULATIONS:

1. Pool hours Dawn to Dusk
2. Maximum Pool capacity is 35
3. No lifeguard on duty - swim at own risk
4. Children under the age of 18 must be accompanied by an adult 18 years or older when at the pool or pool area

5. Loud music at the pool not permitted
6. No glass or breakable objects allowed in the fenced area of the pool
7. No food or drink allowed within four (4) feet of pool
8. Shower before entering the pool
9. No suntan oils. lotions only
10. Proper swimwear must be worn. no cut-offs
11. No bicycles, skates of any kind, or floats allowed in the pool area
12. No running or rough play permitted
13. No alcoholic drinks allowed in pool area
14. No animals allowed in pool area
15. No swimming while ill
16. Do not swallow pool water
17. No diving

63. ARCHITECTURAL CONTROL: The Association will establish an Architectural Review Committee. This committee shall consist of three (3) or more persons who are up to date with their COA payments.

64. The ARC shall have full authority to regulate the use and appearance of the Property and all improvements constructed thereon to assure harmony of external design and location in relation to surrounding improvements and topography and to protect and preserve the value and desirability of the Property as a residential community.

65. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association or ARC.

66. Nothing, including, but not limited to, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony of any Unit without the prior written consent of the ARC. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association or ARC.

67. No building, fence, hedge, wall, dock, pool, planting, sign, or enclosure or addition to any improvement located in or surrounding a unit shall be constructed, erected, removed, planted, or maintained nor shall any addition to, or any change or alteration thereof, be made until the plans and specifications showing the nature, kind, shape, height, materials, color scheme, and location of same shall have been submitted to, and approved in writing by, the Association or ARC.

68. No interior of a Condominiums Unit shall be altered in any manner as such would have effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association or ARC, except that, to the extent permitted by law, this rule shall not apply to the Developer.

69. The Association or ARC shall have the right to refuse approval of plans, specifications, or locations upon any grounds, including purely aesthetic considerations, which the ARC, in its sole and absolute discretion, deems appropriate.

70. The application must include a site plan, the type of improvement and a copy of the County permits.

71. The Association or ARC pursuant to the provisions of this article shall give no approval, unless the ARC determines that such approval shall assure harmony of external design, shall protect the value of the property, and shall be in the best interest of the Association.

72. **HURRICANE PREPARATIONS:** Each unit owner or lessee who plans to be absent from the Condominium during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for the unit during the unit owner's or lessee's absence in the event that the unit should suffer hurricane damage. The designated firm or individual shall be registered with the Board of Directors and such designated firm or individual shall contact the Board of Directors for permission to install or to remove hurricane shutters. All storm shutters which may be approved by the Board of Directors shall be white in color and shall be an accordion type storm shutter. Storm shutters shall only be installed during hurricane "watch" and hurricane "warning" situations.

73. The Board of Directors may, subject to the provisions of Section 718.3026 Florida Statutes, and the approval of a majority of voting interests of the Condominium, install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within common elements, limited common elements, units or Association property. However, where laminated glass or window film architecturally designed to function as hurricane protection which complies with the applicable building code has been installed, the Board of Directors may not install hurricane shutters. The Board of Directors may operate shutters installed pursuant to this Paragraph No. 23 without permission of the unit owners only where such operation is necessary to preserve and protect the Condominium Property and Association property.

74. The expense of installation, replacement, operation, repair and maintenance of hurricane shutters by the Board of Directors shall constitute a common expense as defined herein and shall be Collected as provided in the Declaration. Notwithstanding the foregoing, a unit owner who has previously installed hurricane shutters in accordance with this Paragraph No. 23 of laminated glass architecturally designed to function as a hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each unit. However, such unit owner shall remain responsible for the pro rata share of expenses for hurricane shutters installed on common elements and association property by the Board of Directors and shall remain responsible for a pro rata share of the expense of the replacement, operation, repair, and maintenance of such shutters.

75. **PEST CONTROL.** All unit owners and lessees shall permit employees of pest control companies employed by the Association, if any, to enter into the units, at regularly scheduled times, to perform pest control services.

76. **FINES:** Owners and non-owners are liable for fines levied by the Board of Directors and approved by the Fine Review Committee for violations by themselves, their unit owners, and their respective guests. The failure or refusal of an owner or resident to comply with a notice of violation and/or pay a levied fine may result in corrective action by the Board of Directors. The violator may be required to appear before the Fine Review Committee which may result in an additional fine being levied against the unit owner or resident, or the Board may proceed with legal action, i.e., ask the association's attorney to take legal action, in which case **the owner or resident will be responsible for any court costs and attorneys' fees.**

77. **VIOLATIONS:** Violations should be reported, in writing, to the Board of Directors of the Association. Violations will be called to the attention of the violating unit owner or lessee by the Board of Directors or Management.

78. Disagreements concerning violations will be presented to and be judged by the Board of Directors who will take appropriate action.

Here is what you as an owner may choose to do when a violation occurs:

1. First remember that it is not always safe to approach a person who is excited or aggravated over some issue, especially at night. Do not try to be the judge and jury and settle the matter between these persons. Exercise extreme caution if you do decide to speak with the offenders. They may be violent when angry.

2. You may choose to make a written report to the management company giving time, date, unit number and the type of violation. This will create an official record of the offence. The management company may write a letter to the offender. This would become the first notice to the resident of the violation of quiet time. The letter may notify the resident that the next violation of quiet time will result in the resident being requested to appear before the Fine Review Committee.
3. If the situation is severe, call the Orange County Police Department immediately to report the incident. When the officer appears on site, advise him/her of the offense and ask that a police report be made. Ask the officer to give you his/her business card with the date and case number written on it. If you wish to make an anonymous complaint, advise the dispatcher when you call. The officer will not come to your door.

79. First notice — The owner will receive a notice of violation in the mail. It will be given fourteen (14) days to correct the violation.

80. Final Notice — After all this process, if the owner for any reason did not correct the violation, the Board will turn the matter over to an attorney to start a Legal Action against the Owner.

81. Any violation of these rules and regulations will foresee a \$100.00 fine after the two warning notifications.

82. Rules and Regulations as to the use of the recreational facilities shall be posted, and each Unit Owner, as well as his family, guests and invitees, shall observe all Rules and Regulations.

83. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.

84. Provisions in the nature of these Rules and Regulations are specified in the Declaration of Condominium.

85. In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions of portions thereof shall be and shall remain in full force and effect.