



Villas of Bonnie Bay

Homeowners Association, Inc.

A Planned Unit Development

RULES AND REGULATIONS

PREAMBLE

PURCHASING A HOME IN A COMMUNITY ASSOCIATION OFFERS MANY ADVANTAGES TO THE HOMEOWNER, BUT AT THE SAME TIME IMPOSES SOME RESTRICTIONS. THESE RESTRICTIONS ARE NOT MEANT AS AN INCONVENIENCE OR AN INVASION OF YOUR FREEDOM BUT RATHER AS A MEANS OF MAINTAINING HARMONY IN THE COMMUNITY AND MAINTAINING THE VALUE OF YOUR PROPERTY. WITH THAT IN MIND, THE FOLLOWING RULES HAVE BEEN ADOPTED BY THE BOARD OF DIRECTORS AND APPLY TO ALL UNIT OWNERS, GUESTS AND TENANTS.

I. Lots and Units

- A. Each unit shall be used as a single-family residence and for no other purpose.
- B. No business of any kind shall be conducted in any residence.
- C. No noxious or offensive activity or nuisance shall be carried on in or about any lot, unit or the Common Area.
- D. Unit owners will be required to maintain the interior/exterior of their unit in a condition comparable to its original condition except for normal wear and tear. Any serious blemishes, defects or disrepair shall be repaired within thirty (30) days after notice is given to the unit owner by the Association.
- E. Materials used for the maintenance of the exterior of all units are subject to the approval of the Board of Directors since uniformity must be maintained. Should the screens and/or framing used for the porches need to be replaced, the color type, style and materials used for replacement shall be consistent with the general scheme in existence. Replacement roof shingles must match the existing color and be fungus resistant. New flashing must be painted the approved color. New or replacement gutters must be continuous (one piece) and extend from firewall to firewall and painted the designated color. Down spouts must be attached to the walls or firewalls and also painted the designated color.
- F. No alterations or modifications to the exterior of any unit or attachment are permitted without the approval of the Board of Directors.
- G. Front and rear porches shall not be used for storage or other use not consistent with outdoor living and accordingly may contain outdoor furniture and the like, but no items inconsistent with this description are to be kept or left on said porches. No appliances, auto parts, indoor furniture, weight equipment, boxes, trashcans etc. shall be kept or left on porches or common areas. Roll up blinds must be beige or brown in color and/or blend in with the exterior colors.
- H. Only curtains, shades, drapes and blinds will be permitted on or in the windows of any unit. Aluminum foil, bed sheets or the like shall not be placed on or in the windows of any unit. Windowpanes shall not be painted. Window tinting and window film are permitted provided it is a solid shade and does not contain a pattern of any type.
- I. All mailboxes are required to be a standard U.S. Postal Service box and be Black, Tan or White in color and attached to the front wall of each unit.
- J. Any storage unit constructed on a porch must be approved by the Board of Directors and must be a like color and shade of the exterior/interior of the porch.
- K. All watering hoses must be either rolled into a coil and attached to the unit using a commercially manufactured reel or mount, specifically designed for such purpose, or a water hose storage box and approved by the Board of Directors. The reel or mount must be attached to the unit as close to the watering faucet as possible taking into consideration the area designed for operation of said reel or mount. The water hose storage must be in close proximity to the faucet.
- L. No sign or notice of any kind shall be displayed to public view on a lot, unit or in the common area, except customary name and address signs. One standard size real estate "For Sale or Rent" sign may be displayed within the confines of the front and/or rear porches, but shall not be permitted in common area.
- M. Residents may display one portable, removable United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Allowable flags can be no larger than 4 1/2 feet by 6 feet and must be displayed in a respectful manner and may only be attached to the front of the units using a bracket, and a pole not to exceed 6 feet in length. No more than two (2) flags and poles may be attached to any one unit. Other flags and banners are prohibited.
- N. Residents may decorate the exterior of their units for the holiday seasons. For purposes of this rule, any season (except Christmas) shall be from 10 days before the holiday until 10 days after. The Christmas season shall be from 10 days before Thanksgiving until 10 days after New Year's Day.

II. Leased Units

- A. No unit may be leased for less than a continuous period of six (6) months.
- B. Notification to the Board of Directors of all new owners/tenants is mandatory and must be done within seven (7) days of occupancy. The following data must be supplied to the Association by the owner:
 - 1. Owners and tenants name, address, phone number.
 - 2. Description of vehicles, including tag number.
 - 3. All pets must be registered giving number of pets, type and breed along with photo.
 - 4. A true copy of the lease.
 - 5. An Association form acknowledging receipt of our current rules and regulations signed by the tenant/s and countersigned by the owner/s.

III. Common Areas

- A. Nothing shall be altered in, constructed on or removed from the common area except with the consent of the Board of Directors.
- B. No Building, fence, wall or other structure shall be commenced, built or maintained upon the properties, nor shall any exterior addition to or change or alterations there be made until the plans and specification showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved by the Board of Directors.
- C. No outbuilding, basement, tent, shack, garage, shed, trailer or temporary structure of any kind will be allowed on any lot or upon the common areas within the subdivision either temporarily or permanently without the written approval of the Board of Directors.
- D. Nothing shall be done or kept on any lot or on or about the common areas, which would increase the rate of insurance premiums charged to the Association without the prior written consent of the Association and no owner shall allow anything to be done or kept on his lot or on the common area that would result in the cancellation of insurance on any part of the common area or which would be violating any law. Any activity that increases the liability risk to the Association is prohibited, (e.g. yard/garage sales on common property and contractors doing work on the common areas without the express written consent of the Board of Directors, etc.) Signs, notices and decorative items are prohibited in the common area except for Association Signs.
- E. No rubbish, trash garbage or other waste material shall be kept or allowed on any lot, unit, porch or in the common area except in sanitary containers provided by the Association, located at the end of each phase and concealed from public view.
- F. No furniture, appliances (large or small) shall be placed in or by the dumpsters. Cardboard boxes must be broken down prior to being placed in the dumpster/recycle bin. Only trash in commonly used plastic trash bags may be placed in the dumpsters. Loose trash/waste is prohibited. Household electronics and chemicals must be dropped off at County collections sites. www.pinellascounty.org/utilities or call (727) 464-7500 for more info.
- G. No trees are allowed to be planted in Common Area.
- H. Any activities that could endanger people, pets or property are strictly prohibited in the common areas

IV. Vehicles, Traffic and Parking

These parking regulations are intended to promote safety, alleviate parking congestion, provide for unimpeded access by emergency vehicles and improve the appearance of the community in all areas.

- A. The Speed Limit within the Community is **10 miles per hour**. This is for everyone's safety.
Advise your guests of our speed limit.
- B. **Parking Regulations:**
 - 1. Only passenger type vehicles may be parked on association property. Passenger type vehicles are defined as follows: 3/4 ton (maximum) light duty pick-ups with or without standard caps, light duty vans, 2/4 door cars, station wagons, SUV's, jeep type vehicles and motorcycles. Vehicles with company logos are permitted so long as they are not otherwise prohibited by these parking regulations.
 - 2. Minor repairs are permitted, so long as they do not cause damage to common property, and can be completed expeditiously.
 - 3. Vehicles of residents must be quiet enough when running so that they do not disturb the residents. Radios must be turned down.
 - 4. All vehicles of residents must be registered with the association. All residents (owner or tenants) must park in their assigned numbered spaces first and if there is a second vehicle, park in a visitor's space closest to your unit.
 - 5. All residents and owners are responsible for compliance with all parking regulations by their tenants, guests and visitors, including tradesmen.
 - 6. All vehicles parked on association property must be kept in operable condition and must display current license plates registered to that vehicle.
 - 7. The following are prohibited on Association property:
 - a. Parking by dumpsters, fire hydrants or in areas not designated for parking.
 - b. Parking more than two Resident vehicles on a recurring basis
 - c. Parking in other than assigned space.
 - d. Parking on the grass.
 - e. Sleeping or living in vehicles.
 - f. Changing of or draining fluids.
 - g. Any major automobile repairs.

- h. Vehicles jacked up, except for changing flat tire
- i. Appliances, construction material, solid waste (trash) or any other mechanical equipment visibly stored in or on any vehicle, or on any part of the common grounds or parking areas.
- j. Vehicles with commercial type tools, equipment, materials or appliances in the bed, roof or side panels and or camper tops, step vans and other trucks or vans larger than 3/4 ton, modified vehicles or vehicles with dual wheels or oversized tires and personal watercraft such as jet skis.
- k. Except for loading and unloading, all boats, utility trailers, motor homes, trucks and vans over 3/4 ton or heavy duty etc. must be parked elsewhere and are subject to being towed at the owner's expense.
- l. As a matter of public safety, the parking areas are not and cannot be considered a playground.

To help avoid accidents in the parking area, skateboarding, scootering, roller blading, roller skating, bicycle riding, playing ball and loitering in the parking areas are prohibited. Only bicycle riding for ingress and egress from association property is permitted. In addition bicycles, skateboards, scooters, roller blades, or other equipment shall not be left in the parking areas, behind automobiles, or anywhere on common property and such items are subject to confiscation by the association as abandoned property.

C. Enforcement

The homeowners association reserves the right to restrict operation of all delivery transportation or other vehicular traffic within the community, which the homeowners association deems to be detrimental to the interest of safety and traffic control, the wellbeing of the residents and preservation of the community's grounds and roadways.

Any vehicle that is in violation of these rules and regulations shall be subject to removal from the Association's property, at the owner's expense. Fines against units may also be levied for violation of these rules and regulations. The Association shall have the right, as provided for in the governing documents to enforce the foregoing parking rules by any proceeding at law and the Association shall be entitled to recover all cost incurred in enforcement, including court cost, attorney fees, and such fees and cost on appeal.

- D. The Association is not responsible for theft of and/or damage done to vehicles while on Association property.

V. Pet Rules

- A. No animals, birds or reptiles of any kind will be raised, bred or kept in the community, except as follows:
 - 1. No more than two pets (i.e. 2 cats, 2 dogs, or 1 cat, 1 dog) per unit, and of a gentle disposition.
 - 2. Non-verbal domesticated birds in cages, and fish in tanks are allowed.
 - 3. Other household pets approved by the Board of Directors as to compatibility with the community.
 - 4. Specific application must be made to the Board before the pet is brought to the property.
- B. Notwithstanding the above, in no event will any dog whose breed is noted for its viciousness, or ill-temper, including but not necessarily limited to American Staffordshire Terrier (also known as "Pit Bull" Terrier), Rottweiler, German Shepherds, Huskies, Alaskan Malamutes, Doberman Pinchers, Chows, Great Danes, Saint Bernards and Akitas and any wolf or mixed breed of wolf and dog, or any mixed breed of dog containing any of the prohibited breeds, be permitted in the Community, nor any animal of any kind that has venom or poisonous defense or capture mechanisms. No pigs, myna birds, piranha, or eels allowed.
- C. All pets must meet the licensing requirements for the State of Florida and Pinellas County. All pets with the exception of usual and permitted domestic birds and fish must be registered with the Association. Registrations must be updated annually and submitted to the Association, along with a current photo of said pet.
- D. Pets may not be kept, bred or maintained for any commercial purposes.
- E. Pets are not allowed to run free per County law and must be carried or kept on a leash at all times when outside on common property. Pets are not allowed to be tied outside and left unattended nor left unattended on the front or rear porches of a unit. Dog runs, dog houses or any other type of outdoor structure for pets are not allowed. Pets should be walked by the roadside to do their business only and any droppings on common property must be picked up and placed in dumpsters.
- F. No resident may keep or harbor any animal that barks, whines, howls, or makes other noises as to create a public nuisance, or any animal which chases after persons or vehicles in a manner which is likely to cause injury to person or property of another, or to keep or harbor any animal which otherwise unreasonable interferes with the use and enjoyment of the property of another.
- G. Visitors' pets must conform to this policy.
- H. The owner will compensate any person who is hurt or bitten by any pet and will hold the Association harmless from any claim resulting from any action of the pet whatsoever.
- I. Service or Therapy dogs will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals with a Letter of Certification.
- J. Any pet/s in the Community that conformed to our rules adopted on April 20, 2010, but is not in conformity with our current rules will be allowed to stay if such pet/s was living in the Community prior to the effective date of these rules, but under no circumstances will a unit owner be permitted to replace the animal/s that would be in violation of these rules.

VI. Maintenance Assessment Collection Policy

- A. Each monthly assessment is due and payable on the 1st day of the month. Any assessment not paid within 30 days after the due date shall be deemed to be delinquent.
- B. Payments received after the 30th of the month will be assessed a \$15.00 late fee. Additionally, delinquent accounts will be charged interest from the due date at the rate of 18% per annum.
- C. All payments on account shall be first applied to interest, then the late fee, then any attorney fees and cost incurred, and then to the assessment payment first due. If any installment of an assessment remains unpaid 30 days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent member to be due and payable in full as if the entire amount was originally assessed.
- D. In the case of a payment that remains unpaid 30 days after its due date, a 45-day notice of lien will be sent and at the expiration of said notice, if payment still remains, a lien will be filed. Such lien will include cost, interest and reasonable attorney fees. A copy of the lien, along with a 45 day notice of our intent to foreclose said lien, will be sent to the unit owner at the unit owner's last address of record with the Association, and if the unit owner has not filed an address of record, the notice shall be mailed to the unit address.
- E. Dishonored checks will be assessed a \$15.00 administrative processing fee, and bank charges if any.

The Association shall enforce these rules in conformity with the provisions of Florida Statute 720, as the same may be amended from time to time, the Declaration of Covenants, Conditions and Restrictions, Bylaws, Articles of Incorporation and the Rules and Regulations of the Association.

VII. Fines and Enforcement Charges

- A. **Fines:** The Association may levy up to \$1000.00 per violation against a unit for the failure of an owner, or an owner's tenant, guest of invitee, to comply with any provisions of the Association's Articles of Incorporation, Bylaws, Declaration of Covenants, Conditions and Restrictions, or Rules and Regulations. Fines of \$100.00 may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, however, no fine shall exceed \$1,000.00 in total for an individual violation; multiple violations of different rules may be fined up to \$1,000.00 for each rule violated.
- B. **Enforcement Charges:** The unit owners and tenants, if applicable, shall be jointly and severally liable for all cost incurred by the Association in enforcing these rules and regulations, including but not limited to reasonable attorney's fees and cost. In the event that a violation of these rules is not remedied by an owner or tenant, the Association shall have the right to enter upon the unit owner or tenant's property for purposes of securing compliance, and all costs for such enforcement shall be paid by the owner and shall be a lien against the property if unpaid to the extent permitted by applicable law.

VIII. Responsibility and Liability

- A. Residents are responsible for complying with all applicable laws, ordinances and regulations of the City, County and State. In case of fire or other damage to a resident's property, the resident is responsible and liable for any cost of repairs and clean-up of the premises. If the repairs are not made within a reasonable time, the Association shall have the right, but not the obligation, to affect the repairs and collect same from the owner as an enforcement cost.
- B. The Homeowners Association shall not be liable for any loss, injury, death or damage to persons or property which at any time may be suffered or sustained by the residents, or any person who may be at any time using or occupying or visiting the Association property, or be in, on or about the same, whether such loss, injury, death or damage shall be caused by or in any way result from or arise out of any act, omission or negligence of the resident or any occupant, sub-tenant, visitor or user of any or misconduct of the Homeowners Association, its agents or employees.
- C. Neighborhood disputes are not the concern of the Homeowners Association, unless the community is involved. Personality conflicts are not under the purview of the Homeowners Association. Please Respect Your Neighbor!

PLEASE REMEMBER THESE RULES AND REGULATIONS ARE FOR THE BENEFIT OF ALL RESIDENTS OF THE COMMUNITY AND ASSURE ALL RESIDENTS THAT WE WILL CONTINUALLY MAINTAIN OUR HIGH STANDARDS.

WE THANK YOU FOR YOUR COOPERATION.

These rules regulations have been revised and adopted at a duly noticed meeting of the Board of Directors on July 17, 2017