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PINECREST LAKES - POLICIES AND RULES



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Policy of the Architectural Review Committee¹

I. General Policies

- A Request for Construction (R4C) must be completed and submitted with any building plans. This can be obtained from the HOA office
- The location of the structure on the homeowner's property should be clearly indicated
- If the structure is outside covenant guidelines then a variance must be obtained. This will be performed by the HOA. If a homeowner who is effected by the variance objects then it will not be granted. Generally, a variance request for more than a few feet will be rejected.
- **If a structure is built on a concrete foundation and later found to encroach on a setback but does not appear to have a negative impact on nearby homes, a variance may be granted by a motion approved by the board.**
- Martin County permits are required for most structures independent of approval by Pinecrest's ARC.
- For additional details see Section V of Pinecrest's Protective Covenants

II. Swimming Pools

- All screened swimming pools must observe the setback lines.
- Non-screened swimming pools may encroach upon the setback lines.
- See Article V – Section 9 of the covenants for additional information

III. Fences

- All fences require ARC approval
- Fences over 6 ft in height will require a variance
- Special rules apply to fences built on the lake frontage of a home. In general they may not extend beyond 25% of the distance from the back of the home to the lakeside property line.
- Chain link fences as well as those deemed to resemble commercial fencing are not permitted.
- The Request for Construction must state the type of fence (PT wood, PVC, aluminum etc.). It would be helpful to include a picture of the proposed fence.

IV. Sheds

- All sheds require ARC approval
- A sheds outside structure and color must conform to that of the main house
- Sheds on a concrete pad must adhere to setback lines. Other foundations may be permitted outside setback lines.
- Plastic, rubber or similar storage facilities and sheds are permitted only if completely screened from view.
- The Request for Construction should state the type of material used in construction of the shed. It would be helpful to include a picture of the proposed shed.

¹ Approved by the Board of Directors 9/12/07, Revised 3/12/08

Request for a Variance

If a homeowner proposes activity that requires a variance, the HOA will send the form below to neighbors that the HOA decides will be affected by the variance. One denial and the variance will not be granted.

Dear Pinecrest Homeowner;

Your neighbor _____ who lives at _____
print name print address

has submitted a Request for Construction to the Architectural Review Committee. Since this request contains a provision that is not in compliance with the Protective Covenants of Pinecrest it is necessary that a "variance" be obtained.

The board would like to have your opinion before it makes a decision.

The variance requested is described in detail below:

Please complete this form and return it to the board at the above address.² Your answer will be kept confidential. If you have questions feel free to contact us. The homeowner granting or denying the variance must mail this form. **If mailed by the homeowner requesting the variance it will be considered invalid.**

_____ I do not object to the granting of this variance

_____ I do object to the granting of this variance

print name

print address

Signature

_____/_____/200____
Date

Approved 6/14/04

[Pinecrest/letters/variance]

² Please respond within 10 business days. If we do not hear from you we will assume you grant the variance

POLICY REGARDING THE ANNUAL ASSESSMENT

- In accordance with the Covenants of Pinecrest Lakes & Parks, Inc. (Article III, section 3) the annual assessment is due on or before January 1st of each year.
- Notice of such assessment "shall be deemed to have been given if it is deposited postage paid in the United States mail addressed to the name or names under which the property in question is listed on the records of the Association" (Article III, section 3).
- If an assessment is not paid within thirty (30) days of the date due i.e. by January 31st of each year, then such assessment shall bear interest from the date due at the highest rate allowable by law (Article III, section 6).
- The association may in addition collect an administrative late fee on all delinquent assessments in an amount not to exceed \$25.00 (Article III, section 6)
- Late fees will be posted to all accounts that have not received payment on or before January 31st (the following Monday if the 31st falls on a weekend). Funds not recorded at the association's bank or bookkeeping company prior to this time are delinquent, regardless of when they were mailed by the homeowner.
- It is the homeowner's responsibility to see that their payment is made so as to allow sufficient time to meet this deadline.
- Partial payments are not accepted unless the Board of Directors has approved, in writing, a payment schedule prior to February 1st of the year the assessment is due.
- Late charges will not be "written off."
- On April 1st of each year all outstanding balances in excess of \$50.00 will be sent to the Association's attorney for collection. Those balances less than \$50.00 will continue to accumulate the maximal allowable interest and this amount will be added to the following years assessment. If it remains unpaid at that time then the account will be sent to the Association's attorney for collection.³

Approved by Board of Directors 2/10/03 and revised 6/9/2011

³ FS 720.3085 says in section (3)(b) Any payment received ...shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorneys fees incurred in the collection and then to the delinquent assessment

PARK RULES AND REGULATIONS³

In accordance with **Article IV SECTION 3. PARKS** which states “The parks in Pinecrest Lakes Phases I and VII shall be for the use of all residents of Pinecrest Lakes and shall be maintained and regulated by the ASSOCIATION” the HOA has developed the following:

- Children under 7 require adult supervision.
- Residents are responsible for their guests.
- Alcoholic beverages are prohibited.
- Dogs must be leashed and curbed.
- Tennis courts are for tennis only.
- No firearms or weapons of any nature are permitted.
- Parking spaces are only for park activities.
- Parking is only permitted in designated areas and not on lawns, swales etc.
- Before a park can be used for any event the requesting homeowner must complete the Common Area Use Agreement and the Release and Hold Harmless Agreement.
- Park facilities are used at the individual's own risk.
- Parks are closed from dusk to dawn

³ Approved by the Board of Directors 9/12/07

FENCES ON LAKEFRONT PROPERTIES

Because of confusion resulting from Article V, Section 19 D&E of the Protective Covenants of Pinecrest Lakes regarding fences on lakefront property the Architectural Review Committee (ARC), with the approval of the Board of Directors, has developed the following guidelines regarding the interpretation of this section of the Protective Covenants:

- Fences meeting the minimal requirements of FL and Martin County for a pool enclosure will be permitted although the specific design and appearance remains subject to review by the ARC.
- Any fence extending more than 25% of the distance from the rear house line to the lake front property line, regardless of height or design, shall be considered as restricting a neighbor's view of the lake and will not be permitted.
- Any fence that has a section running parallel to the lake, i.e. along lake frontage, may not exceed 4 ft in height. An exception would be a pool enclosure fence if the law requires a greater height.

[Approved by the board of directors 5/13/05]

More Information About Pinecrest's Lakes

- **Lakes I & VII** – These two lakes which are adjacent to the two parks are for the use of all homeowners
- **Access** – Lakes I & VII, adjacent to the parks, can only be accessed via the parks and not through the lots of any adjacent homeowners
- **All other lakes** – The remaining lakes are for the exclusive use of those homeowners whose properties abut them.
- **Lakes maintenance** – The HOA is responsible to maintain the lakes so that they function adequately for storm water drainage. All other lake maintenance is the responsibility of the homeowners whose property abuts them.
- **Ownership** – The HOA owns all the lakes and has maintenance easements around every lake.
- **Guest usage** – If you allow a guest to utilize the lake for fishing he or she may only legally do so from your property. Any other activity such as a small boat in the water requires the presence of the homeowner. Swimming is not permitted in any lake.
- **Legal rights** – Legally, homeowners whose property abuts a lake only have use of that part of the lake that touches their property. However, in practice it is often a good idea to allow all abutting homeowners to walk around the lake to fish etc.

Commercial Activity in Pinecrest

- Following complaints from homeowners the board of directors asked the HOA attorney to interpret Article IV, Section 1A of the Protective Covenants which states:” *Except as hereafter provided, each lot is restricted to the use of a single family, its household, servants and guests, for general residential purposes.*”
- On July 18, 2005 our attorney sent this reply. “I agree with you that Article IV, Section 1A prohibits the running of a commercial business from Pinecrest Lakes homes. It is clear that uses of lots is restricted to residential purposes – the operation of a business that creates traffic and involves commercial vehicles (as opposed to using your computer to send business related emails or run accounting software) is prohibited.”
- The protective covenants define a commercial vehicle as follows: **Article IV, Section 5. Prohibited Parking** - For purposes of this section, a commercial vehicle shall be defined as any vehicle that is clearly related to or connected with trade and traffic or commerce in general, whether or not such vehicle displays any writing, advertisement or signage.

Trademark of the name – “Pinecrest Lakes”

Pinecrest Lakes is a registered trademark of Pinecrest Lakes & Parks, Inc. It's use without the express written permission of Pinecrest Lakes & Parks, Inc. is prohibited



Detail by Trademark Owner Name

Trademark

PINECREST LAKES

Filing Information

Document Number T05000000564
Date Filed 04/25/2005
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First Used in Florida 01/10/1996
First Used Anywhere 01/10/1996
Status ACTIVE

Mark Used In Connection With

*****SEE IMAGE FOR ENTIRETY OF SERVICES*****RESIDENTIAL AREAL ESTATE COMMUNITY ASSOCIATIONSERVICES

Owners

Name & Address

PINECREST LAKES & PARKS, INC., A FLA. CORP
P.O. BOX 883
JENSEN BEACH FL 34958

Type/Class

SM-004200 00000000000 00000000000 00000000000 00000000000
00000000000 00000000000 00000000000 00000000000 00000000000
00000000000 00000000000 00000000000 00000000000 00000000000
00000000000 00000000000 00000000000 00000000000 00000000000

Cross Reference

No Cross Reference

Pinecrest's Sign Policy

Article IV, Section 11. Display of Signs - No sign of any nature, excepting temporary "for rent", "for sale" or "beware of dog" signs may be placed on any lot in Pinecrest Lakes, without advance approval of the Board of Directors, except builder signs are acceptable during construction periods.

In accordance with Article IV, Section 11 of our Protective Covenants the Board has determined the following:

1. **Garage and Yard Sale signs** must meet the following criteria:
 - a. Garage and Yard Sale signs may be displayed on private lots from any time on Friday until noon on Sunday. Such signs may not be displayed Monday through Thursday⁴.
 - b. Garage and Yard Sale signs may not be larger than 12" x 18". They may be displayed on Pinecrest Lakes common area property only if they are **placed in the median**. Such signs may be displayed from any time on Friday until noon on Sunday. Such signs may not be placed in the swales, or on either side of the entrances
 - c. The Association will remove signs that violate these rules.
2. **All Signs** must be free standing, not attached to any fixed structures and may not be handmade in whole or in part.
3. **Commercial signs** of any nature are not permitted.
4. **Political signs**, not exceeding 36 inches by 36 inches, are permitted only on private property, no more than thirty-(30) days before an election and they must be removed by the day after the election.
5. **House For Sale or Rent** – These signs may only be placed on the seller's lot.
6. **Open House** - signs are only permitted during the hours of the open house and must be removed immediately thereafter. No more than three such signs are allowed
7. **Other signs** - As stated above in the Protective Covenants, no other signs may be placed in Pinecrest Lakes "without advanced approval of the Board of Directors".

These guidelines were approved in an attempt to satisfy both those homeowners who believe that signs should never be permitted and those who wish to place large cardboard signs at the entrances. We believe this is a reasonable compromise that will accommodate the desires of most of Pinecrest's residents.

Board of Directors
Pinecrest Lakes & Parks, Inc.
[Board approved 5/13/02]
[Revised 5/9/05 & 3/12/08]
[Revised 12/12/12]
[Revised 3/13/14]

⁴ The same time limitation applies to "Vehicle For Sale" signs.

Guidelines for Boat, RV etc Screening

To help ensure that Pinecrest's Covenants are applied in a consistent manner the board of directors has adopted the following guidelines regarding the interpretation of Article IV – Section 5 of the Protective Covenants. This section states in part:

PROHIBITED PARKING⁵ - No house trailers, motor homes, recreational vehicles, boats, trailers of any nature, trucks exceeding one ton or having a flat bed, or commercial vehicles, shall be parked on any lot in Pinecrest Lakes unless **completely screened** from view, excepting only such temporary parking of commercial vehicles as may be necessary to service a residence in the Pinecrest Lakes.

Violation Process:

- The board has instructed any individual involved with deed restriction reporting not to leave his or her vehicle and to note those violations visible from the street.
- However, if a homeowner notifies the HOA of a violation not visible from the street then the board would be asked to determine if a violation does indeed exist.

Tarps or other coverings on vehicles will not constitute adequate screening, in most instances.

Latticework - the adequacy of this material to comply with the screening requirement will be decided on a case-by-case basis.

Bimini and fixed tops on boats must also be screened from view.

Aerial view – Screening from an aerial view is not considered a requirement.

Fences – Article V section 19 –

- A. No chain link fence shall be permitted on any lot. No fence shall exceed six (6) feet⁶ in height and shall not extend toward the street lot line beyond the street sidewalk of any house.
- B. No fences or associated structure may be erected without prior approval of the Architectural Review Committee.

Re-evaluation – If an owner purchases a different vehicle or if the initial approved screening is altered so as to be less effective the board reserves the right to re-evaluate its initial approval.

[Board approved 3/11/09]

⁵ As amended and recorded 12/6/07 BK 02295, page 1370-1372

⁶ Fences higher than 6 ft require a variance before construction

Guidelines for Boat, RV etc Screening (cont'd)

These guidelines will apply to all vehicles addressed in Article IV, Section V of the Pinecrest's Protective Covenants namely; house trailers, motor homes, recreational vehicles, boats, trailers of any nature, trucks exceeding one ton or having a flat bed, or commercial vehicles,

The purpose of this section is to provide more specifics with regards to the use of tarps, lattice work, Bimini and fixed boat tops.

- In order to screen a vehicle, two feet of lattice work may be added to an ARC approved fence without additional ARC approval.
- Any visible part of the screened vehicle must be **less than 12 inches** above a fence and or lattice work used for screening
- A tarp, if approved, may be required to screen that part of the vehicle visible through lattice work or the section visible above the screening fence or lattice work..
- Any other use of a tarp as a screening mechanism will not be approved.
- Any other method used to screen a vehicle must screen it completely as dictated by the covenants.

[approved 3/15/13]

Pinecrest Lakes Financial Policy

- In accordance with the Bylaws, Section 6.7 and 6.8 – (1) all checks will require the signature of two bonded officers of the board and (2) an independent bonded third party will perform bookkeeping.
- A bank lockbox must be the primary method of payment for assessments.
- Receipts must be issued for all cash collections.
- The Board's Treasurer, the HOA accountants and one other individual, usually management, must reconcile each month's bank statements.
- The appropriate invoice must accompany all checks. For those checks without an invoice (payment for tennis court keys, security, pro-rated electric for HOA use, etc) the appropriate document (*Check Request-No Invoice Available*) must accompany the check and be signed by an officer of the board.
- Monthly YTD financial reports shall be sent to all board members. Approval of YTD financial reports shall be done at each board meeting.
- All reserve expenses must be approved by the board and so noted in the minutes. The President and Treasurer of the board may give tentative approval when necessary in advance of anticipated formal board approval.
- Checks are to be computer generated prepared using blank check stock. Pre-printed checks are not to be used.

[Approved 6/9/2011]

POLICY REGARDING UNSIGHTLY GROWTH & OBJECTS

In order to ensure the uniform enforcement of Pinecrest's Covenant, Article IV Section 6 that states, ***"No unsightly growth shall be permitted to grow or remain upon any lot in the Subdivision and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon"*** the Board of Directors has approved the following policy.

- Unsightly growth is defined as any untended and unmanaged growth of vegetation on any property, which is visible from any roadway or adjacent property.
- Unsightly growth is further defined as exceeding a height of 6" or any landscaping extending beyond lot lines.
- Empty lots:
 1. The policy will apply to swales, side and rear lot lines.
 2. A 15 ft maintenance area for the swale and 2'ft maintenance area on the side and rear at these sites will be required.
- Unsightly objects are defined as the prolonged (more than 2 weeks) presence of:
 1. Building material of any type including but not limited to lumber, fencing and plywood
 2. Tooling of any type such as workhorses, saws, and tool boxes
 3. Demolition debris of any type
 4. Landscaping debris of any type including branches clippings, leaves or dead plants
 5. Landscaping and lawn equipment
 6. Automobile parts or fluids of any type including tires and gas containers.
 7. Fishing and camping equipment
 8. Cinder blocks, patio pavers, landscape edging and bricks
 9. Newspapers, brochures, booklets and flyers that remain in the driveway or on the sidewalk.

[approved 12/8/2011]
[amended 9/13/13]

Policy for Dealing with Protective Covenant Violations

1. Initially a homeowner will be notified of a violation by post card or on occasion email when available. Approximately 7-14 days will be allowed for the violation to be corrected. This period may be extended if the homeowner contacts the HOA and asks for a reasonable time extension.
2. If the homeowner fails to comply or otherwise communicate with the HOA then a letter will be sent giving the homeowner fourteen days to correct the violation or face the possibility of a fine, FL Statute (720.305 2b). This letter also offers the homeowner the opportunity to appeal the citation by having a three other homeowners review the matter (Deed Restriction Review Committee).
3. At its discretion the board may send a pre-fine letter by USPS giving the homeowner five additional days to correct the violation.
4. If compliance has still not occurred the homeowner is then sent a letter fining him. The homeowner is given 14 days to appeal the fine before a committee of three other homeowners. The committee members may not be board members or their relatives. The fine must be paid within thirty days
5. If the fine is not paid and or the violation continues then the law requires that pursuant to Florida Statute Section 720.311 the involved parties must attempt to resolve the dispute through pre-suit mediation which is required before a lawsuit can be filed concerning the dispute. The homeowner should be sent the appropriate forms to sign. Each party is responsible for paying one-half of the cost.
6. If the homeowner does not agree to mediation then the HOA may proceed to court. In this case even if the homeowner should prevail they cannot recover their legal costs because they refused mediation.

[approved 9/11/13]

[Revised 3/13/14]

Policy regarding Pinecrest's Protective Covenant **Article IV-Section 8 - Pets Livestock and poultry**

*No animals, livestock, poultry or insects of any kind shall be raised, bred or kept on any lot except that dogs, cats or other **household pets**⁷ may be kept, provided that the same are not kept, bred or maintained for any commercial purpose and provided further that the same are not so kept as to be or become an annoyance or nuisance to the neighborhood. Martin County leash laws shall apply and be observed throughout Pinecrest Lakes.*

Livestock are defined as domesticated animals commonly raised in an agricultural setting to produce commodities such as food, fiber and labor and are not permitted. These include but are not limited to pigs, horses, sheep, goats, cows, ducks, geese, hens and chickens.

The following animals are also unauthorized:

- Wild, exotic or undomesticated animals such as forest/jungle beasts.
- Other wildlife including raccoons, opossums, skunks, groundhogs, bats, squirrels, wolves, coyotes, and wild carnivores, poisonous reptiles, poisonous or dangerous snakes hoofed animals.
- Any other pet that poses a danger to humans.

All pets must be restrained when off a homeowner's property by a leash or similiar device.

The above prohibitions apply regardless of an animal's size, capacity to be house broken, intended use, willingness to live indoors or ability to abide by Martin County's leash law.

{approved 9/11/13}

⁷ The board realizes that the definition of "household pets" is rather general. This policy is the board's interpretation of the intent of the covenant in order to enforce it in a consistent and equitable manner throughout Pinecrest Lakes.