

RULES AND REGULATIONS FOR RAIN TREE VILLAGE CONDOMINIUM, INC.  
(Revised 2/10, 2/17, 3/16 2004, 3/20/2007; 11/18/2008; 3/16/2014 and  
8/18/2023)

Preamble. The following are established and set forth as Rules and Regulations, as amended and approved by the Board of Directors of Rain tree Village Condominium Association, Inc., this 21st day of October, 2003, pursuant to the provisions of Article 12.7 of the amendments to the Declaration of Condominium Ownership of Rain tree Village Condominium, Inc., which is duly recorded in the Public Records of Pinellas County, Florida, and found in o. R. 7858, pages 783 to 836 and subsequent records.

These rules apply to all residents and guests. Each of us promised when we were approved for residence in Raintree Village to be bound by them. (See Deel. 12.1 A, 12.7 and 12.8) With the exception of a few which the Board can easily enforce, they have little strength other than our personal integrity and commitment to our promises. *We the people acting through our rules and in accordance with our Documents:* that is the formula that makes our Village a pleasant place to live, keeps peace among neighbors, gives us success in keeping beautiful common areas, and enables us within affordable cost to provide the services which are our Village responsibility.

**1. GENERAL RULES**

- A. Neither peddling nor soliciting is allowed in Raintree Village except for Association business or as approved by the Board. An estate sale may be conducted with prior Board approval in a unit that is being permanently vacated. It shall be limited to a single Saturday between the hours of 8:00 AM to 2:00 PM.
- B. Enterprises which affect Raintree Village by increasing traffic, creating noise, disturbing the tranquility, etc. are prohibited within Raintree Village except for Association business or as approved by the Board.
- C. No signs, banners or sales promotional material shall be visible within the boundaries of Raintree Village except the following: signs placed by the Association necessary for the conduct of official business, small signs which designate the family name or unit number, FOR RENT or FOR SALE signs displayed in accordance with the terms set forth in Rule 4 (A, B), one security system sign per unit which shall be placed against the building wall at the front entry door, and security system window decals.
- D. Unit numbers are required by City ordinance and must be six (6) inches high and visible from the curb line. New installations and replacements shall be centered above garage doors.
- E. No exterior antennas, aerials or satellite dishes are permitted.
- F. Outdoor drying of laundry is prohibited.
- G. A unit owner or tenant may use the common elements for the purpose for which they are intended in the furnishing of services and facilities provided he does not infringe on the rights or property of others.
- H. Damage or blemish to a common element by an owner, his guest or occupant, must be repaired by the owner at his expense. If not done satisfactorily, the Association may make the correction at the owner's expense.

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- I. Garbage cans are to be kept in the garage.
- J. Residents and guests should observe a low noise period between 10:00 PM and 7:30 AM.
- K. The following replacement costs are in effect: Condominium documents \$50 Clubhouse key \$10
- L. An owner or resident may make a written, signed report of a violation to the manager who will investigate and take appropriate action.
- M. Proposed alterations to the common elements as permitted in the Declaration are subject to approval by the Board. Appropriate plans, drawings and specifications for projects of individual owners should accompany the request for approval. All necessary permits are the responsibility of the owner. Substandard or unsatisfactory work must be corrected by the owner. The Board may establish standards, such as those listed below, for proposed alterations. Variances must be approved in advance by the Board.

**(1)AWNINGS** - New or replacement installations shall be brown corrugated metal They will subsequently be included in the painting program of the Village, and the owner shall not interfere with their painting in the trim color of the building.

**(2) GUTTERS AND DOWNSPOUTS** -Installation, repair, maintenance, replacement and removal of gutters and downspouts are the responsibility of the Association and will be determined solely by the Board.

**(3)HURRICANE SHUTTERS** - The Board does not currently specify the types of permissible hurricane shutters. However, it retains the right to deny installations which it finds unacceptable. Accordingly, any owner wishing to install hurricane shutters **must** submit a request including detailed information and description to the Board specifying method and duration of installation. The requested type must be in conformity with all applicable codes. Its appearance and its effect on the building and building maintenance must satisfy the Board before permission will be granted.

**(4)MAIL SLOTS AND BOXES** - Mail slots will be the 11" size installed in the upper corner of the end panel of the second row from the bottom of the garage door. If a mail slot is installed it is requested that the mailbox be returned to the Association. Newly installed mail boxes will be placed on the apartment exterior wall either by the garage door or the front door.

**(5)MALIBU LIGHTS** - Shall not impede the lawn crew or be distracting to other residents.

**(6)PATIOS** - All proposed patio projects are subject to Board approval after the owner has submitted drawn specifications prior to construction. These projects shall: i) be in compliance with both Clearwater City code and the Raintree Village Association policies; ii) be constructed of patio block on a sand bed; iii) not interfere with lawn care or natural drainage patterns; iv) be of acceptable size; and 5) allow sufficient "green space" between neighbors.

**(7) ROOF VENTS** - New installations of roof vents are not permitted.

**(8)SOLAR TUBES** - Installation through the roof is allowed. Specifications and cost must be submitted to and approved by the Board prior to installation.

**(9)UNDERGROUND SPRINKLER SYSTEMS** - Automatic timers may be installed only with prior Board approval, with controls in the garage and only if set as Pinellas Co. and Raintree Village allow and recommend concerning amount of water used and times of use, and only if provided with a rain-sensor shut-off. The installer must be qualified and the unit owner must maintain the system, taking special care to repair leaks promptly. The system must not impede the lawn crew.

**(10) WATER SOFTENERS** - Existing outdoor units may be repaired or replaced with units of the same or lesser size. New installations are allowed only inside the apartment or garage and must discharge brine through an indoor sewer line.

**(11) WINDOWS, PORCH ENCLOSURE, FRONT STORM DOOR REPLACEMENT** - A

unit owner may be permitted at his own expense to replace awning windows with like-kind, or with single- or double-hung type in the following cases:

- (i) a. Rear or side windows bordering a fixed pane. A 3-light horizontal picture slider (1/4- 1/2-1/4 XOX is permitted.
- b. Front, upper or side windows NOT bordering a fixed pane. Sliders

may be used on side windows.

c. Replacement windows shall be of bronze finish.

- (ii) Rear porch enclosure shall be of bronze finish. Horizontal sliders are permitted.
- (iii) Balcony doors shall be replaced with like-style of bronze finish.
- (iv) Fixed panes in front in Live Oak units shall be replaced with like-kind.
- (v) Front screened areas and storm/screen doors shall be of bronze finish.
- (vi) Glass may be factory tinted in bronze or gray color. Mirrored surfaces may not be used inside or outside.
- (vii) The original configuration of spacers and other verticals shall be preserved, and the size of opening shall not be altered.
- (viii) Rear porch enclosures (windows and doors) shall match in color, unless the Board approves an exception.
- (ix) The intent of the foregoing rules is to preserve the original architectural plan of Raintree Village as much as possible.
- (x) **PRIOR BOARD APPROVAL IS REQUIRED** (see Declaration 8.1 D and 8.2 B (2)). In addition, all wood trim removal and replacement, painting, waterproofing, stucco repair and building permits shall be the owner's responsibility, and all work shall be done to meet Code requirements.

N. A change in color of buildings, entry doors or roof shingles is a material alteration and requires approval by a membership vote in accordance with the documents. Front entry doors shall be painted only by the Association.

Building colors are determined by the colors of the roof shingles. Three color combinations, referred to as tan, gold and green, are used. TAN buildings have dark green entry doors, dark brown roof shingles and dark brown trim. GOLD buildings have dark red entry doors, dark gold roof shingles and dark gold trim. GREEN buildings have dark red entry doors, dark gray roof shingles and dark green trim. The clubhouse and shed are the same GREEN color combinations as those used on the residential buildings. Those roofs shall be changed to conform to the color pairings the next time the roofs are replaced.

Plain stucco (swirled), horizontal design stucco and rear porch panels are body color. Vertical design stucco (except simulated brick and rock), balconies, window trim, windowsills, upper side of awnings, fences, wood trim, gutters and the south garage walls of buildings 1600, 1700 and 1900 are painted the trim color. Downspouts are painted the background color.

- O. All committees are appointed by the President and/or the Board and are responsible to the Board. They make recommendations to the Board but do not act without specific instructions by the Board.
- P. Raintree Village contractors or personnel who enter an unoccupied unit must leave an ID notice of such entry.
- Q. If two panels of a wooden garage door need replacement, the door would be replaced with a steel door of compatible design.
- R. The dumpster may not be used by residents. The costs involved in the improper use of the dumpster must be paid by the violator.
- S. When a unit is required to be vacated for termite tenting, the occupants may be subsidized up to \$50 per unit per night for lodging upon presentation of a hotel or motel receipted statement to the Board. Lodging arrangements for pets is the occupant's responsibility.

## **2. VEHICLES/PARKING**

- A. A speed limit of ten (10) miles per hour is established within the boundaries of Raintree Village.
- B. A driveway leading to an apartment must be kept free of obstruction so as not to limit the resident's use of his apartment.
- C. Only vehicles of residents may be parked permanently on Raintree property. Vehicles of guests, service personnel and those conducting business in the Village may be parked on the premises for the duration of the stay. All vehicles must a) conform to the Raintree Village parking regulations, be small enough to fit in the garage, be used primarily for private transportation, display no markings (other than ordinary decals or bumper stickers) advertising private commercial ventures orb) be

service vehicles in Raintree on a temporary basis. Exceptions to these rules are noted below. Only vehicles meeting these conditions are authorized to park in Raintree village. Unauthorized vehicles are subject to being towed from the property. Any cost to the Association by this action will be borne by the owner of the vehicle or, if the owner is a guest, by the occupant host.

- D. Motorcycles must be stored in the garage and may be ridden in Raintree only between the residence and the nearest entrance. Motorized medical conveyances are a recognized exception for some residents and may be operated (with caution) throughout the Village.
- E. Guests and residents may park recreational vehicles in the clubhouse parking area a maximum of two (2) consecutive nights. No one may live in the vehicles while on Raintree property. The Association must be notified where the owner may be reached in case of an emergency.
- F. Boats and utility trailers are prohibited.

- G. The residents of a unit may park two (2) cars on the premises. One car should be parked in the garage, the other on the driveway. In case of hardship a resident may petition the Board to have a third car or to park in a guest parking space. If permission is granted, the owner must register the vehicle with the Association, which may assign a parking area. There shall be no more than three (3) motor vehicles per unit.
- H. On-street parking is prohibited except for service vehicles, cars with "handicapped" tags and other short term parking needs. The parked vehicles must not impede traffic nor limit access to driveways. Parking on the lawn and overnight street parking are not allowed.
- I. Guest parking spaces are primarily for the use of visitors to Raintree Village. Residents may use guest spaces briefly for their convenience. All other uses by residents require prior Board permission and a decal obtainable from the manager, which must be renewed in January of each odd-numbered year. Because the configuration of the driveways of buildings 1600, 1700 and 1900 is such that entrance to the garages is often impeded and because unit 2706 has no garage, residents of those units are permitted by the Board to have one decal per unit.
- J. Repair of vehicles is limited to resident's vehicles. It must be done in the garage or driveway without causing undue noise or pollution.
- K. Car washing on the premises is limited to vehicles of Raintree Village residents who must observe water use regulations. If a hose is used, it should have an automatic shutoff nozzle.

### **3. PLANTINGS**

Legally, everything in Raintree Village except the individual apartments and their contents belongs to the Association. Historically, the Association has been permissive in allowing individuals to use common property for their own use or pleasure. This practice has been beneficial in many ways including the cultivation of many fine gardens which beautify the Village and make it an enjoyable place to live. Unfortunately the practice has also resulted in unsightliness and expense to the Association because of inappropriate planting or negligent care. To properly rectify these issues is very expensive. Residents of Raintree Village can help by observing the rules regarding plantings. Rule 3.C. contains a list of shrubs that may no longer be planted in Raintree Village

- A. Declaration 5.2 defines Common Elements as "That portion of the Condominium Property not included in the apartments, and all personal property as may be owned by Association from time to time." This means that all trees, shrubs, bushes, flowers and grass planted in Raintree property are part of the common elements and belong to the Association, not to individual owners, regardless of who planted them, and the Association has ultimate responsibility for their care and maintenance. Individuals may not dictate to the Association or its employees how these plants are to be maintained.
- B. The Association grants residents permission to maintain gardens in the

common areas immediately adjacent to their units [see Declaration 8.2 A (2)]. The resident is responsible for the care of the garden and may plant or remove approved plantings as he wishes. Large shrubs, trees and unsuitable plants are prohibited as are plants that may interfere with maintenance or painting or cause damage to buildings, pipes, walks, etc. Vegetation should not touch the wall. The Association will assume care of the garden if it appears to be neglected by the resident or is deemed inappropriate by the Association. The cost to restore the area shall be borne by the owner. [See Declaration 8,2 B (1)]

- C. The following problem plants may no longer be planted in Raintree Village: avocado, bamboo, Brazilian pepper, cactus, carrot wood, century plant, ear tree, ficus, fruit trees, Italian cypress, jacaranda, oleander, papaya, rubber plant, schefflera, split leaf philodendron, torolusa and, except on the perimeter chain link fences, vines and bougainvillea.
- D. Rocks or stones may no longer be used for landscaping in Raintree Village. Bricks or similar materials for edging are allowed in the garden area except where they may interfere with lawn care.
- E. If a resident does not wish to keep a garden the Association will assume control, choose plantings and maintain the area, subject to the provisions of the Declaration 8.2B (2). Residents who wish to maintain their own gardens must install red reflectors in those areas.
- F. An individual who wishes to care for preexisting trees or bushes outside the garden area must have permission from the Board and must agree to abide by the Association's rules for tree and shrub care. The individual will not be reimbursed for any expenses involved with the care.

- G. The care of any of the common elements maintained privately will revert to the Association if, in the opinion of the Association, they are not properly maintained. (See B above)
- H. Planting on Raintree property is the responsibility of the Association. Individual residents may plant only in the gardens or with specific prior permission from the Board and must adhere to the guidelines set by the Association.
- I. RAINTREE TREE/SHRUB REGULATIONS
1. Shrubs and bushes inside and adjacent to the perimeter fences shall be maintained as follows: On the north and east sides at seven feet. On the south and west sides at ten feet.
  2. Except at porches hedges under windows may be no higher than window sill height.
  3. Other hedges in the village shall be maintained between 3 and 4 feet in height.
- J. Because records are incomplete it is difficult to determine who is responsible for many of the plantings in Raintree Village. Therefore, the Association accepts legal and financial responsibility for all vegetation in the common elements prior to October, 2003. After this date an owner may be held responsible for new garden plantings or new, unauthorized plantings in the common area.

**K. POTS AND CONTAINERS**

1. Pots and hanging plants in all garden areas may not exceed twenty three {23} inches in diameter and no more than of 8 pots total per unit. This includes hanging plants and containers
2. No trees or plants with deep invasive roots may be planted in garden area from garage wall to sidewalk. This is because all interior pipes from units are in this area.
3. No vines will be allowed to grow on the building exterior walls, frame work or exterior screens.
4. All plantings in common area under windows, front, side and back of units shall be no taller than window sill height and not exceed 3 feet beyond unit wall.
5. Owners are responsible for all plantings they put in the ground and must also be able to move all pots and containers to a safe area in the event of strong winds or a hurricane

**4. SELLING OR RENTING A UNIT**

- A. If a unit is for sale the owner or his agent may display OPEN HOUSE and FOR SALE signs, professionally made and no larger than 18" X 24", at the Village entrances and on the lawn in front of the unit between 12:00 noon and 4:00 P. M. on Saturday and Sunday afternoons.
- B. A professionally made FOR RENT or FOR SALE sign no larger than 18" X 24" may be displayed inside not more than one street side window per side.
- C. The seller is responsible for compliance with Association parking regulations.
- D. The unit owner must provide a prospective buyer or tenant with a set of current condominium documents no less than 48 hours prior to the Tenant/Owner Committee interview.

- E. Buyers receive the owner's clubhouse key at the time of closing. Tenants receive a key upon approval by the Tenant/Owner Committee.
- F. A seventy-five dollar (\$75.00) non refundable screening fee must accompany each application for the screening of prospective owners/occupants by the Tenant/Owner Committee.

## **5. MEETINGS**

- A. Notices and agenda of meetings of the Board or of Committees acting for the Board are to be posted on a bulletin board in the clubhouse at least 48 hours prior to the meeting. Agenda items can be removed only upon resolution by the Board or Committee. All unresolved agenda items will be carried forward to the next meeting as unfinished business.
- B. An owner or resident may speak, submit material to introduce, clarify or explain a subject, and otherwise participate in a Board or Committee meeting. Anyone may have a topic placed on a meeting agenda upon written request to the Secretary made not less than five days prior to the meeting, specifying the topic to be presented and introducing enough supporting material to enable Board members adequately to consider or research the topic. Comments and written material should be pertinent to the topic under consideration and the presiding officer may, at his/her discretion, limit the time a person may speak.
- C. Recording a meeting on tape or video is permitted with approval from the President or Chairman. Stationary equipment must be used. The presiding officer may order removal of the equipment if it becomes disruptive to the meeting.
- D. Meetings of the Board of Directors are scheduled for the third Tuesday of each month. Exceptions are posted.
- E. Robert's Rules of Order is the standard for the conduct of Member meetings and Board of Directors meetings in Raintree Village except where Florida law or our documents prescribe otherwise.

## **6. PETS**

No animals or reptiles are permitted to live on the premises except the following: a) neutered domestic cats [no more than two (2) per unit] which are confined entirely indoors; b) trained

guide animals such as seeing eye dogs. Any violation of this rule may result in the removal of the animals from Raintree Village. Pets accompanying guests of residents are permitted to visit for a maximum of two consecutive nights per visit. They must be leashed when walked and any droppings must be collected immediately. No animal may be boarded in Raintree Village for a nonresident. Stray animals must not be fed.

## **7. MAINTENANCE**

- A. Maintenance requests and complaints should be written, signed and directed to the manager either by mail or by deposit in the manager's box in the clubhouse. In an emergency maintenance situation telephone the manager immediately. If the manager is not available, contact a Board member. Even though the work might possibly be an expense of the Association, approval by the manager/Board member must be obtained before work begins for the Association to assume financial responsibility.
- B. Grounds maintenance personnel receive their instructions from the manager who follows the regulations established by the Board. Individuals may not dictate to the Association or its employees how the grounds are to be maintained.

## **8. RECREATION FACILITIES**

- A. Smoking (Including Electronic Cigarettes) is prohibited in the clubhouse and on the pool deck; smoking is permitted on the outdoor clubhouse deck where containers have been provided.
- B. The clubhouse is open to residents daily between the hours of 7:00 AM and 11:00-PM. The pool is open daily from dawn to dusk.
- C. The pool hours between dawn and 10:00 AM and between 7:00 PM and dusk are reserved for adults only.
- D. Children fourteen (14) years and under must be accompanied by an adult in ALL recreation areas (pool, clubhouse, shuffleboard court, etc.). Children under three (3) years of age are NOT allowed in the pool. Any person, regardless of age, wearing a diaper is prohibited from using the pool.
- E. Rafts, water toys, flippers, etc. are not allowed in the pool or pool area, except for small exercise equipment (such as noodles).
- F. Diving is prohibited, because of inadequate pool depth, by the Pinellas County Board of Health and by Raintree Village. Running, jumping, shoving, pushing, or other boisterous conduct in the pool area are not allowed.
- G. There are no lifeguards. Use the pool at your own risk.
- H. Regular swimwear is required in the pool. To avoid costly maintenance of the filtration system, persons with shoulder-length hair must pin up or tie hair securely.
- I. Persons must not enter the pool after applying oils or lotions or if they have open wounds or sores.
- J. Residents and guests must cover up when walking to and from the pool.
- K. Glass containers are not allowed within the pool area.
- L. Residents are responsible for cleaning all recreation areas after using them. This includes emptying ash trays. Containers are provided for this purpose.

- M. The clubhouse must not be entered in bare feet or wet swimwear. Enter showers and restrooms through the rear (East) entrance. Restrooms in the clubhouse are for the use of residents while at the pool or clubhouse and are not to be used for a daily hygienic function such as shaving or brushing teeth.
- N. No equipment may be removed from the clubhouse or the pool area for use at one's residence except for temporary use and with permission from a Board member.
- O. An owner/resident may reserve the clubhouse for a private gathering. A reservation form (available from the Treasurer or at the office) must be completed and approval obtained from a representative of the Board. If a non owner makes the reservation the owner will be notified. Approval is subject to the following conditions.
- a) Residents and their guests have access to the clubhouse during the approved times, including when private parties are in progress.
  - b) Reservations for private parties do not include use of the clubhouse deck or pool.

- c) A non refundable \$25 maintenance fee and a \$75 security fee (refundable after the event if the building is restored to a clean and orderly condition) are required at least two weeks prior to the reservation date. If the damage exceeds the security fee the owner is responsible for the balance. An additional ten dollars (\$10.00) is imposed if a set up and take down of extra tables and chairs by the Association is needed.
  - d) A member of the host family must be in attendance during the entire event.
  - e) Compliance by guests with Raintree parking regulations is the responsibility of the host family.
  - f) Disposable items in the clubhouse such as plastic plates, cups and cutlery are the property of Raintree Village and are not to be used for private gatherings.
  - g) The family of a deceased Raintree resident will incur no financial obligation when using the clubhouse for a memorial gathering but must comply with the other conditions listed above. Residents are asked to limit their use of the clubhouse during a private gathering.
- P. Courtesy is expected of all residents in the number and frequency of guests using the recreation facilities. Residents not actually in residence may not have guests except family members approved in advance by the Board.

## 9. DELINQUENCIES

For any delinquent assessment or installment of an assessment in an amount more than \$1,000 an administrative *fee* of 5% of the delinquent amount shall be added. In addition, any remaining delinquent amount shall bear interest at the highest rate allowed by FS 718.116 (3) and all payments shall be applied as there provided.

## 10. RECORDS

Official records of the Association as defined by Florida statutes are open to inspection by any Association Member or the authorized representative of such Member upon mailed notice to the Secretary of the Board at the Association address and in accordance with requirements as set forth in the Florida Statutes. The right to inspect such records includes the right to make or obtain copies at the expense of the Member at the amount allowable by law.

## 11. ENFORCEMENT

Rules are made for the safety and convenience of Raintree Village residents and their guests, and every owner/tenant agreed to abide by these documents at the time of their interview. Each resident must accept responsibility for his own and his guests' compliance with these documents. Securing compliance with these Rules and Regulations is a responsibility of the Board, while fulfilling this responsibility requires the active participation of everyone, including all residents of the community and the Property Manager. Persistent non-compliance by any resident, after notification from the Board or by the Manager, may be subject to legal action. If judgment is found for the Association, the **owner** of the unit will be liable for all legal fees (court costs and attorney fees), per Declaration 20.5.