

# PINE RUN ASSOCIATION, INC.

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## **COMMUNITY RULES AND REGULATIONS**

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## PREFACE

### CONDOMINIUM OWNERSHIP AND OPERATIONS

#### INTRODUCTION

Chapter 718 of the Florida Statutes (F.S.), commonly known as the Condominium Act, and the corresponding administrative rules found in Chapters 61B-15 through 61B-25 and 45 and 50, Florida Administrative Code, are related to information contained herein and apply only to the condominium form of ownership. These statutes are included in these Pine Run rules by reference.

Condominium living offers many benefits. This form of legal ownership includes an economical solution to constantly rising land values, building costs, ongoing maintenance expenses and insurance, providing owners and residents the opportunity to enjoy commonly owned recreational and other facilities that might otherwise be too expensive. Condominiums have existed in Florida since 1963 and presently number over 26,000 associations. Unfortunately, condominium buyers, owners, tenants, and residents are often not familiar with the complex legal requirements of condominium ownership and living. Below is an explanation of ownership and operations.

#### CONDOMINIUM OWNERSHIP

**Condominium** means that form of real property in which an individual owns a unit exclusively and owns common elements jointly with all other unit owners in the condominium.

**Condominium property** means the lands, leaseholds, and personal property that are subject to condominium ownership, and all the improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

**Unit** means that portion of the condominium property which is subject to exclusive ownership. A unit owner is entitled to exclusive possession of his or her unit.

**Common elements** are those portions of the condominium property which are not included in the units. All unit owners share ownership of the common elements in an undivided manner. A unit owner is entitled to use of the common elements in accordance with the purpose for which they are intended, but no use may hinder or encroach upon the lawful rights of other unit owners.

The structure of the building including the roof, exterior walls, conduits, and recreation facilities are examples of items that are usually part of the common elements. Common elements are legally attached to each unit and are transferred with the unit when it is sold. Therefore, a deed to a unit automatically conveys the unit to a purchaser together with its proportionate ownership interest in the common elements.

**Limited Common elements** means those portions of the common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as specified in the Declaration of Condominium. Examples are exterior stairways, unit porches and balconies, etc.

## **The Condominium Association**

The operation of the Pine Run condominium is by the Pine Run Association, a not-for-profit corporation. The owners of the units are members of the association. The association members are those persons owning units in the condominium. The association manages and operates the condominium community, maintains the common elements, and provides services for the furtherance of its duties to the members. ***Each purchaser, by accepting title to his or her unit, automatically becomes an association member and is bound by the association rules and regulations. However, a unit owner does not have any legal authority to act for the association by reason of being a unit owner.***

Condominiums are often compared to small government entities. The condominium Association has powers and responsibilities that are similar to those of local governments. An Association must establish a budget that addresses the estimated operating expenses for the current period, set aside funds for future maintenance projects, collect assessments to pay for common expenses, and must enforce its rules and regulations. The Association may also amend its documents relating to the use, maintenance, and appearance of units and the common elements.

Each unit owner has the right to be informed and have a voice in the operation of the condominium. For this, Chapter 718 of the Florida Statutes requires each condominium association to hold an annual meeting of its unit owners, provide adequate notice of meetings, allow unit owner participation at meetings, conduct elections, permit unit owner inspection of the official records of the Association, and prepare and distribute a year-end financial report to the members. These are some of the requirements that unit owners can expect to be fulfilled by an association's Board of Directors.

## **The Board of Directors**

The Board of Directors are Association members elected by the unit owners. The Board is responsible for managing the affairs of the Association. The Board may appoint committees to assist with the various duties of the Association. Effective committees are important to a well-run condominium Association because they help the Board carry out its duties.

A member of the Board is expected to carry out his or her powers and duties, as any other ordinarily prudent person would do under reasonably similar circumstances. Directors have a fiduciary relationship with the unit owners and have the responsibility to act with the highest degree of good faith and to place the interests of the owners above the personal interests of the Directors.

Although the Board of Directors is essentially the decision-making body for the condominium, the Association's effectiveness rests primarily with its membership – the unit owners. For an Association to be successful, unit owners must take an active path by serving in leadership positions on the Board of Directors and/or its committees, attending Association meetings, voting, and assisting in other affairs of the association whenever possible. These roles are essential to the Association's success. Apathy on the part of the unit owners will render an Association ineffective.

**PINE RUN ASSOCIATION, INC.  
COMMUNITY RULES AND REGULATIONS**

**INTRODUCTION**

The Pine Run Association, Inc. is responsible for the operation of the Condominiums through its duly elected Board of Directors. In accordance with its Articles of Incorporation, the three Declarations of Condominium, and By-Laws, the Board of Directors is directed to establish, publish, and enforce such rules as it considers necessary to maintain reasonable decorum and to protect the common property of owners, residents and guests.

In condominium living, everyone has certain rights and also mutual obligations to other owners as our neighbors. Actions inconsiderate of others are unacceptable. The restrictions we impose upon ourselves are for the mutual benefit of the whole community. This also applies to tenants and guests for whose actions owners are responsible.

No rules can be all inclusive. They will be reviewed periodically and clarified or supplemented to reflect community needs, condominium law or other statutory mandates. If you have questions, contact a Pine Run Board member.

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## COMMUNITY RULES AND REGULATIONS

### 1. COMMON ELEMENTS

#### 1.1 Definition

The term common element refers to those parts of Pine Run that belong to all owners. Limited common elements are those areas that may be primarily used by a particular unit, but belong to all owners. Basically, these terms constitute everything in the complex except the units in which people live. The following rules apply to areas that are considered common elements and/or limited common elements.

#### 1.2 Alterations Additions

No alterations, additions, improvements or replacements OF ANY KIND anywhere on the common elements may be made by a unit owner or resident without permission from the Board of Directors.

#### 1.3 Airborne Devices

The use of remote-controlled airborne devices, including drones, is prohibited.

#### 1.4 Association Responsibility

The Association has the responsibility to repair and maintain the common elements. Unit owners may not authorize outside vendors to perform any service to the common elements or do any maintenance or repair themselves without Board permission. Owners may not use power tools or climb ladders anywhere on the common elements, which means anywhere outside of their own units.

#### 1.5 Decorations

No decorations may be displayed in the common elements or visible from the outside of a unit without written permission from the Board, with the exception of the American flag. Owners may fly a portable, removable U.S. flag, no larger than 4'x6' from a portable, removable flag holder, affixed to outside walls of their unit. This is the only decoration (the flag) or affixed item (the holder) that may be visible from the outside of an owners' unit. Owners may also fly a military service flag only on Armed Forces, Memorial, Flag, Independence and Veterans' holidays. *Florida Statute 718.303*. Flags may not present an obstacle or nuisance to pedestrians on the walkways.

#### 1.6 Fireworks

Storage and use of fireworks are prohibited in Pine Run. Violators of this policy shall be personally responsible for any damages or expenses caused by the use of fireworks on Pine Run property and are also subject to a fine.

## 1.7 Laundry Rooms

Use of these facilities is limited to Pine Run Owners, renters and guests. Laundry rooms are located in the 300s and 700s of Section 1. The coin-operated machines require U.S. quarters; Canadian and Euro coins will not work and will jam the machine, requiring a service call. Users are required to clean up after use, including lint traps and to close the door after use. Please follow posted directions for use of the dryers and washers.

## 1.8 Signs

Signs are not permitted in/on Pine Run property or its common elements or on any vehicle. An exception is made for approved open house signs denoting a sale or lease of property. These signs may be placed outside of the Pine Run main entrance (Blackburn Point Road or Woodland Place) only between 10:00 am and 5:00 pm on the "open house" day. Directional signs to the unit are permitted. Parking is to be controlled by the owner or agent.

## 1.9 Smoking

Smoking, including "vaping" or use of e-cigarettes, is not allowed in any areas of the clubhouse building (maintenance office, lower level, and clubhouse balcony) or in either swimming pool enclosed areas or on the tennis courts.

## 1.10 Utility Closets

Utility closets that are located in carports may not be used for storage of any kind. By code they must be open and clear of clutter. No locks may be placed on any utility closet doors.

## 2. COMMUNICATION

### 2.1 Bulletin Boards

- a. Official Association postings are found on the locked posting box located across from the maintenance office, to the left of the pool entrance gate below the clubhouse. Association information may also be posted on the message boards located at each mailbox station.
- b. The open bulletin board at the ground floor of the clubhouse is for the exclusive use of Pine Run owners and residents.
- c. Commercial and any other outside postings are prohibited and may be removed.
- d. All real estate available for sale or lease by owners are to be included on an 8.5" x 11" sheet (or a 3" x 5" index card) containing basic information relating to each particular unit. Real estate notices must be dated and contain the unit number and contact information, including the name of the person posting. Violation of this policy will be cause for removal of the notice.
- e. Board-recognized Pine Run organizations may post announcements on the message board no earlier than ten (10) days before the event. Organizers are reminded to remove all outdated notices from these boards.
- f. Pine Run residents may post notices of personal items for sale.

## 2.2 Directory

Pine Run publishes a Residents' Directory once a year. All owners are included in the directory with their names and Pine Run address. If you wish to have more contact information included, or if you have a change from the previous year's information, you must fill out an Authorization Form and turn it into the Board member responsible for the directory, as noted in the directory. February 15 is the deadline for inclusion in the directory. *Appendix 1, Directory Authorization Form.*

## 2.3 E-Mail

Pine Run has a central E-Mail listserv maintained and managed by a fellow volunteer resident. The Pine Run newsletter is published through it as well as a number of other communications from various groups and clubs and from the Board. If you would like to be included on this list, please fill out a Directory Authorization Form and turn it into a Board member. *Appendix 1, Directory Authorization Form.*

## 2.4 Keys-Caldwell Community Website - <http://kcl.cincwebaxis.com>

Our management company-maintained website is useful to Pine Run community in the following ways:

- View, and print Pine Run forms you may need, including Sale or Lease Applications, Non-Lease Occupancy forms, etc.
- Submit a Work Order/view your previous Work Orders (click on topline link "Maintenance.")
- Submit an Architectural/Grounds Modification request (click on topline link "ARC Requests")
- Set up automatic payments, review account balance or make a one-time payment.
- View Pine Run Association documents, minutes, budgets, news, etc.
- For more information go to this website or to Pine Run's website, [www.pinerunosprey.org](http://www.pinerunosprey.org).

## 2.5 Pine Run Newsletter

The Pine Run News is published monthly during "season" – from November to May. Distribution is via e-mail to the current unit owner e-mail address on record. All residents are encouraged to submit articles to the newsletter editor whose contact information is noted in the directory. 2-3 line classified ads may also be placed.

## 2.6 Pine Run Website

Our community has an Association website at [www.pinerunosprey.org](http://www.pinerunosprey.org) for unit owners covering items of interest. Items include: social club events; condos for rent or for sale; persons looking to buy and/or rent; Board agendas and minutes; Pine Run documents, Rules and Regulations; recycling information; Pine Run contact information; recreational opportunities, and much more.

### **3. COMPLIANCE AND DEFAULT**

#### **3.1 Fines**

Residents are expected to comply with community rules. The Board of Directors may levy fines for repeated or constant violations up to \$100/day for a maximum of \$1,000 after issuing two warnings.

#### **3.2 Compliance Committee**

The Board of Directors has established a Compliance Committee with the authority to approve/disapprove an Owner's penalty by the Board for violations of the Association's governing documents. *Appendix 2, Compliance and Default Procedures*

#### **3.3 Committee Membership**

The committee members are appointed by the Board for a one year term and consist of at least three (3) owners. None shall be an Association officer or director, nor spouse or family member of an officer or director. To serve as a member the appointees shall have no unmet financial obligations to the Association, nor be a party to a civil suit involving the Association. *Amended and Restated Declarations of Condominium, Article 12.3*

#### **3.4 Hearing**

With 14 written days' notice, the Board may levy a fine or suspension with an opportunity for a hearing before the Compliance Committee. After hearing evidence and arguments presented by both the owner and the Association, members will approve or reject the Board's sanctions.

### **4. CONDOMINIUM UNITS**

#### **4.1 Access to Units**

Unit owners shall furnish the Pine Run Maintenance Office with an entry key to their unit. Update your key in the office if you change your locks. Emergency entry will be made at the unit owner's expense if there is no key or the key on file is not operational at the time requiring entry. Unit owners without a key and desiring entry to their units may obtain their key at the maintenance office during regular business hours.

#### **4.2 Addresses**

Unit owners are to advise the Board of Directors and the Association's management company in writing of their current mailing and email address(es) and telephone number(s) throughout the year. This information facilitates receipt of all Association mailings and is important in case of an emergency involving the owner's unit whether occupied or vacant. *Appendix 1, Directory Authorization Form*. Owners wishing to receive Association information via email only must indicate their preference on the form.

#### **4.3 Additions, Alterations, Modifications, Remodeling, Replacements**

Any additions, alterations, remodeling and/or replacements in the units must be approved by the Board of Directors, according to our Modification Guidelines. Unit owners

must fill out and submit an Architectural/Grounds Modification (A/GM) application to the Board of Directors well in advance of any type of proposed construction, renovation or changes to units to ensure conformance with the codes and for written approval of the proposed changes from the Board. Prior Board approval is required for any such projects within the unit. *Appendix 3, Modification Guidelines; Form 3A, A/ GM Application.*

#### 4.4 Front Doors

Owners must fill out A/GM forms for Board approval before replacing front doors. *Appendix 3, Form 3A.* In an effort to maintain the Sarasota School of Architecture's look of natural beauty, owners are encouraged to consider simplicity in their choices. Colors may be viewed on our website, [www.pinerunosprey.org](http://www.pinerunosprey.org). Any conventional door style is acceptable.

Glass Inserts: Conventional glass inserts are acceptable. Etched, colored, and/or stained glass are not permitted.

Colors: The following colors are the only ones that are allowed. These are Sherwin Williams colors, but any brand matching these colors is fine.

SW6107	Nomadic Desert
SW6122	Camelback
SW6164	Svelte Sage
SW6171	Chatroom
SW6258	Tricorn Black
SW7046	Anonymous (Pine Run Buildings Grey)
SW7048	Urban Bronze
SW7585	Sundried Tomato
SW7591	Red Barn
SW7638	Jogging Path

Any natural wood stain that falls within this palette is acceptable.

Screens: Owners may select any screening they choose. White screens are not permitted and colors of the frame must be within the palette above listed. Elaborate decorative screens are discouraged. Figures such as dolphins, palm trees, etc. are not acceptable. Front doors that are already in place that do not meet this standard have been recorded and are grandfathered. Should a grandfathered front door or screen be replaced or painted, this standard must be adhered to.

#### 4.5 Maintenance and Repair of Units

- a. Owners are responsible for the maintenance, repair and replacement of everything within their units. Owners are expected to maintain the entire interior of the unit in good, sanitary, and livable condition.
- b. Insurance protection for the interior of the unit and its contents is the responsibility of the owner. If a problem is an insurable loss, the owner should report the incident to their insurer at once.
- c. Contractor repairs for interior water, mold, or structural damages require prior Association notification and approval. *Appendix 3, Form 3A, A/GM Application.*

- d. Should problems such as water leaks, insect or pest infestation, or other types of problems be discovered by the unit owner or the “house checker,” the Pine Run maintenance office must be notified immediately in writing (email is acceptable) so remedial action may be taken. Failure to notify the maintenance office in a timely manner may act as a waiver of the Association’s responsibility for damages. *Emergency/Casualties, section 7.*

#### 4.6 Owners’ General Responsibilities

- a. Pay regular monthly Association fees and special assessments promptly.
- b. Provide the maintenance office with a unit key for emergency entry or to provide services.
- c. Leave a car key and a carport lock key on the kitchen counter for maintenance services during owner’s absence.
- d. Provide access for pest control services unless exempted by the Board and a signed waiver is on file. (see 4.7 below)
- e. For investment properties, file a sale or lease application for your unit in a timely manner for Board review and pre-approval.
- f. Separate household waste and recyclables for pick-up.
- g. Turn unit water supply OFF when absent for more than a few days.
- h. Provide written notice to the Board the name and phone number of your house checker.
- i. Follow and uphold all the rules and regulations of the Association.

#### 4.7 Pest Control

Pest control services are required for environmental and health reasons and are provided to each unit. If pest problems occur between visits, please contact the pest service contractor, NaturZone at 941-378-3334, and a service technician will return. Unit owners who believe that pest control applications may be detrimental for personal or pet health reasons may opt out of participation in this mandatory service by signing a waiver agreeing to be responsible for any damage caused by absence of pest control or use of another provider. *Appendix 4 – Pest Control Waiver Requirements, Pest Control Waiver Application Form 4A.*

#### 4.8 Prohibitions

- a. Unit owners may not use or permit the use of their units for any purpose other than as a single-family residence. Owners and lessees are responsible for the conduct of their guests, whether adults or children. Units are to be maintained in a clean and sanitary condition.
- b. No items, other than those allowed by Florida statute 718.113 (flags), may be affixed to common elements visible from the exterior of the unit, such as building siding, gates, fences, poles, storage units, or trees. Owners who affix items to walls in limited common elements not visible from the exterior of the unit will be responsible for any damage or compromise to the integrity of the wall.
- c. No towels, laundry, clothing or other items may be hung where visible from outside the unit. All furniture and items on balconies and open-air porches must be removed when the unit is unoccupied in excess of 30 days.

- d. No addition, decoration, repair, replacement or alteration may be made to the common elements or the exterior portion of any building, carport or unit without prior written approval of the Board. For the safety of unit owners and guests, plant containers, decorations or other items may not be placed on the top of any balcony rail, privacy fence or on any stairs. Exterior stairways and landings must be kept clear as required for Fire Code conformity.
- e. Porches, balconies, courtyards, carports or common element grounds shall not be used for storage of any apparatus, equipment or thing (except vehicles and bicycles in carports).
- f. No flammable or explosive material may be kept in any unit or carport or storage closet, including oil-based paint cans.
- g. Propane gas, hibachi, charcoal grills or other similar devices for cooking, heating or any other purpose are prohibited.
- h. No owner shall paint or otherwise change the appearance of any exterior wall, door (*see 4.4*) window, patio, or any exterior surface; place any draperies or curtains at the windows of any unit without a solid, light color liner acceptable in color to the Board of Directors facing the exterior of the unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board.

#### 4.9 Smoke Detectors/Fire Extinguishers

- a. Battery-operated smoke alarms should be checked every three months. In addition, owners need to check the back-up batteries of their hard-wired smoke alarms at least annually. Hard-wired alarms are required of all Owners.
- b. Fire extinguisher inspections are scheduled annually, and notices will inform owners when to place their extinguishers outside of the unit door for inspection.

#### 4.10 Vacating Your Unit

Unit owners who plan to be away in excess of thirty (30) days shall notify the maintenance office in writing prior to their departure. Owners need to arrange for the services of a "house checker" of their unit during their absence of more than thirty (30) days. The name/phone number of this designee must be provided to the maintenance office in writing. *Appendix 5, Unit Protection Checklist*. If the absence of thirty (30) days or more involves an address change, owner must notify the management office of that change. Water mains in units shall be turned OFF when residents are leaving the unit for more than a few days. AC units should be left on, set at 80 degrees, and the humidistat set at minimum of 60%. All furniture and other items on porches, lanais or balconies must be brought inside.

## 5. CONTRACTORS, VENDORS, SERVICE PERSONNEL and MOVERS

### 5.1 Contractors, Vendors, Service Personnel

- a. Contractors will be restricted to work Monday through Saturday beginning no earlier than 8:00 a.m. Noise-producing activity must cease by 5:00 pm. Owners are accountable for their contractors.
- b. Contractors, vendors and service personnel are not to park on the grass, block roadways at any time or dispose of any refuse in a Pine Run dumpster, trash/recycling containers or on common element grounds.
- c. All contractors must remove their debris from the site. Unit owners doing their own renovation should call Waste Management (866-807-2267) to schedule debris pickup.
- d. Disposing of hazardous waste and materials on Association property is prohibited.
- e. No cement trucks are allowed on the property without the advance permission of the maintenance office.
- f. On weekends, contractors, vendors, and service personnel that engage in noise-producing activity are allowed entry to perform emergency services including A/C repair, appliances and plumbing. Contractors performing remodeling jobs that are likely to disrupt the quiet of Pine Run are not allowed access to the property on weekends.
- g. Contractor work shall conform to County licensing, permitting and building codes.
- h. Owners are responsible for their contractors' following Pine Run rules.

### 5.2 Movers/Moving

- a. Moves on or off the Pine Run property should be scheduled for Monday through Saturday, 8:30 a.m.– 4:00 p.m. Sunday moves, as well as the placement of storage containers on community property, may be arranged with advance permission from the maintenance office.
- b. Due to narrow roads, sharp turns, and low-hanging tree branches, sixteen- and eighteen-wheel moving vans are not allowed in Pine Run. All moving or delivery trucks entering Pine Run must be less than thirty (30) feet in length and less than thirteen (13) feet in height.
- c. If a tractor-trailer is required for a move, a smaller truck **must** be used to shuttle belongings back and forth from a tractor-trailer that is located off the residential property to the appropriate unit.

## 6. DRIVING IN PINE RUN

- a. Speed limit of ten miles/hour is for the safety of pedestrians, bicyclists, dogs and their walkers, the elderly and children.
- b. One-way directions are also for the safety of fellow residents. No vehicle may emit any operating noise that is more than 70 decibels.
- c. Constant and/or repeated violators can and will be fined. *Appendix 2, Compliance and Default Procedures*

## 7. EMERGENCIES AND CASUALTIES

- a. In the event of any water leak that creates a plumbing emergency, immediately notify the maintenance office. The appropriate personnel will be called to rectify the issue. If it is after hours and the maintenance office is unavailable, leave a message; if possible, also contact a member of the Board advising of the situation.

***In life-threatening circumstances, call 911. In case of cardiac arrest,*** an AED (defibrillator) is located across from the maintenance office near the pool entry.

- c. All non-emergency problems in a unit must be reported promptly to the maintenance office. Their working hours are 7 A.M. – 4:00 P.M., Monday through Friday.
- d. Owners should directly refer all pest-related problems to NaturZone at 941-378-3334.

## 8. GARBAGE, RECYCLING AND HAZARDOUS WASTE

- a. Recycling is mandatory under Sarasota County ordinance. Please separate and properly dispose of your recyclable plastics (recyclable items marked #1, #2, #3, #4, #5, and #7), glass, metal, and papers. For your convenience, the collection bins are posted with a list of appropriate contents. ***Plastic bags are not recyclable*** in these bins and should not be placed in the blue containers. To recycle plastic bags, go to a local supermarket where they have bins for recycling those bags.

Corrugated cardboard boxes are recyclable and must be cut up/flattened/broken down prior to disposal to fit into the blue bins. *Appendix 6, Sarasota County Recycling.*

- b. Styrofoam is not recyclable and needs to be placed in the trash containers.
- c. All non-recyclable garbage must be securely tied in plastic bags and placed inside the appropriate designated bins. Waste Management will not remove garbage that is placed outside, around, or on top of the bins.
- d. Place plant material on the curb of center medians for landscaper removal.
- e. For disposal of large articles (bedding, furniture, appliances, computers, tv's, grills, etc.) owners must call Bulk Trash Pickup (941-493-4100) to arrange for pickup.
- f. Hazardous waste must be disposed of by the resident. It may be taken to the household collection site at 250 S. Jackson Road in Venice. It is open Wednesdays through Saturdays from 8:00AM - 4:00 PM.
- g. It is illegal to dispose of latex or oil-based paint in the trash. Empty latex paint cans may be placed in the trash if the residue is completely dried up.

## 9. INSURANCE

- a. The Association has insurance to cover all buildings and other common elements.
- b. Unit owners are strongly advised to maintain condominium unit insurance (HO-6) to protect the unit owner for matters of interior property damage, casualty and liability. Owners are responsible for insuring the interior wall, ceiling and floor coverings and built-in cabinets, appliances, water heater, cooling and heating equipment, electrical fixtures, plumbing and waste line within the unit, and all personal items. If a problem is an insurable loss, the owner should report the incident to their insurer at once, as well as to Pine Run management through Keys-Caldwell.

- c. It is recommended that owners require their tenants to have rental insurance in case of accident or damage to any common elements, i.e. buildings, carports, or grounds by individuals or by moving motor vehicles.

## 10. LANDSCAPING

### 10.1 Common Grounds

- a. Grounds maintenance and landscaping programs are planned and executed by the Pine Run Association. Major projects or changes require notification of work to be done to all affected owners.
- b. Residents may not give orders or direct complaints to landscape contractors. Such complaints or requests must be directed to the landscape chair as noted in the Pine Run Directory.
- c. Decorative items, lawn furniture, grills, chimeneas, signs or other personal property may not be placed or stored on common elements.
- d. Plant containers may be placed near the owner's building where they will not interfere with mowing or other maintenance activities. All common element placements require a Board-approved A/GM application. *Appendix 3, Form 3A*
- e. Residents may not install or maintain bird feeders or bird baths on common elements, patios or porches.

### 10.2 Owner Planting

- a. Residents must fill out an A/GM form and receive written approval before planting plants of any kind anywhere even in established beds near their units. The care of these plants is the responsibility of the Association. *Appendix 3, Form 3A*
- b. Plantings are approved based on these guidelines: Vegetables and fruit trees may not be grown on the common elements. No plants listed on the State of Florida invasive plant list may be planted in Pine Run. Go to our website, [www.pinerunosprey.org](http://www.pinerunosprey.org) for the State of Florida invasive plant list.
- c. If residents leave for extended periods of time, they must remove plant containers placed on the common elements. Staff will remove and dispose of plants and containers which interfere with grounds maintenance.
- d. Residents must adhere to Sarasota County's water conservation instructions regarding watering lawns and plants. Excessive watering may violate water conservation measures. Hand-held hoses are required to have a shut-off nozzle. At no time should County water be used for watering.
- e. For mulch outside the unit, residents must submit an A/GM form for approval. Only bark that is dark brown in color may be used. Rubberized mulch is prohibited. Mulch may not be placed against the buildings or fences. *Appendix 3, Form 3A*.

## 11. MAINTENANCE AND REPAIRS

### 11.1 Office

The maintenance office is located in the breezeway of the clubhouse. The hours of the maintenance staff are 7:00 – 4:00 Monday through Friday. Because the crew work around the condo complex, there is rarely anyone in the office.

### 11.2 Work Orders

Work orders must be filled out for work requests to our Maintenance Staff. The preferred method is to file an online Work Order on the Keys-Caldwell website at <https://kcl.cincwebaxis.com/> -- log in to your account; then, on the topline menu, click on "Maintenance"; the resulting page will enable you to add a new Work Order (and view your prior Work Orders). Former methods of filing handwritten Work Order forms or sending e-mails are being discontinued. **Verbal requests will not be attended to.**

### 11.3 After Hours Work

Employees may offer “after-hours” services to residents that are not related to their employment at Pine Run. After-hours work performed by Pine Run employees is a private arrangement between the unit owner and the employee. Residents must contact employees directly. Pine Run is not responsible or liable for any after-hours work done by employees, including scheduling, pricing, payment, completion of work and quality of work. At no time is such work to be discussed or performed during regular Pine Run work hours. Plumbing or electrical work requires the services of a licensed contractor and proper permitting.

### 11.4 Complaints

Complaints regarding maintenance work or employees must be addressed to the Board Maintenance Chair as noted in the directory. Residents may not give orders or complain to maintenance or contract employees.

### 11.5 Association Responsibility

The Association has the responsibility to repair and maintain the common elements. Unit owners may not authorize outside vendors to make repairs or perform any work on the common elements. If an emergency situation occurs, notify the Maintenance Staff at 941-966-1645, the Association Management company (Keys-Caldwell) at 941-408-8293, or a Board member immediately, and the proper personnel will be contacted. (*7. Emergencies/Casualties*)

## 12. MANAGEMENT/GOVERNANCE

### 12.1 Board of Directors

The Pine Run Association is managed by a Board of Directors of not less than five or more than seven persons. Board members serve a two-year term.

### 12.2 Board Members

Association members may stand for election to the Board providing they meet the following requirements: 1) One property owner per unit may stand for election; 2) there are no unmet financial obligations existing beyond ninety (90) days; 3) the member has no felony convictions; and 4) owner is not a party in a civil suit related to the Association. Vacancies existing because of

retirements or lack of candidates may be filled by a vote of the Board and can include any Association member in good standing.

### 12.3 Meetings

Board meetings are scheduled monthly and convene at the Pine Run clubhouse. Board meetings in July and August may be cancelled at the discretion of the Board. Please check the notice boards in each section or at the Pine Run clubhouse or the website: [www.pinerunosprey.org](http://www.pinerunosprey.org) for Board meeting notices. All unit owners are invited and encouraged to attend and participate in Board meetings.

### 12.4 Association Representatives

AR's are property owners who are appointed by the Board to provide specific duties related to the orientation of new owners and renters in Pine Run. Their duties include:

1) Provide an information session to new owners and renters to acquaint them with Association policies, procedures and processes; 2) Assist in completion of the authorization form for owners for inclusion in the Pine Run Directory.

### 12.5 Committees

Committees may be established by the Board to advise the President, Board Members and the management company on assigned issues.

### 12.6 Fees, Fines and Special Assessments

- a. Monthly maintenance fees are due and payable on the first calendar day of each month. An administrative late fee and applicable interest is automatically charged if payment is received later than the tenth calendar day of the month. The owner will be notified of the late fee in a written notice from the management company.
- b. Fines may be levied by the Board for repeated or continued violations of community rules. *Appendix 2, Compliance*. Fines are also due and payable the first of every month unless otherwise approved by the Board.
- c. A special assessment is an amount of money that a condominium association needs in order to pay for a project or outstanding debt that was not part of the annual budget/assessment. The cost is divided among condo owners according to the size of their unit. Special assessments are levied from time to time in Pine Run and the monies are due the first of every month as with the maintenance fees.

### 12.7 Groups and Clubs

- a. Groups and clubs are open to all Pine Run and Blackburn Point Woods residents and tenants. The contact person from each group or club is to contact the clubhouse reservation coordinator regarding the annual community calendar.
- b. Board-recognized groups are authorized to reserve and use common element facilities, to provide appropriate information for the Pine Run News, the website, and the bulletin boards as long as they comply with all administrative guidelines. See Association website for contact information.

- c. Admission fees are not permitted for Pine Run events that are open to all Pine Run and Blackburn Point Woods residents; however, a donation may be requested. Admission may not be denied for anyone failing to make a donation.
- d. Groups that collect funds in the manner described above shall provide a written financial report to the Board of Directors on January 1 of each year.

#### 12.8 Management company

The Pine Run Association contracts with a professional management company to provide administrative support services to the Board of Directors and the Association's unit owners. Unit owners may contact the Keys-Caldwell management company at 941-408-8293 or [kcweb@keys-caldwell.com](mailto:kcweb@keys-caldwell.com).

### 13. NUISANCES

- a. Any activity or behavior not specifically listed that interferes with the peaceful existence of residents is prohibited. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner shall permit any use of his/her unit or of the common elements which will increase the rate of insurance upon the Pine Run property. No loud and objectionable noises or obnoxious odors may emanate from a unit or any vehicle, nor may music or music devices be played which may cause a nuisance to the occupants of other building units in the sole opinion of the Board.
- b. Residents are not permitted to hold "carport sales," "yard sales," or any public activities in Pine Run.
- c. Residents shall not alter or deface any Association or common elements, including, but not limited to light fixtures, parking blocks, carport designations, irrigation system, and landscaping.
- d. Vehicles creating noise level above 70 decibels are prohibited.

### 14. PARKING AND CARPORTS

- a. No commercial vehicles, panel vans, passenger vans exceeding eight (8) passengers, boats, campers, trailers, mobile homes, or recreational vehicles may be parked upon the premises of any of the sections of the three condominium properties. Parking of boats, campers, trailers, mobile homes, recreational vehicles and other conveyances are restricted by the rules and regulations which the Board of Directors, in its discretion, may approve or promulgate from time to time. Service vehicles are permitted during the time they are actually serving a unit or common interests. The Board may allow exceptions on a case by case basis, and if so, parking for these types of vehicles will be so designated. Restricted vehicles may be directed to the clubhouse parking area for up to 72 hours with permission of the management, or longer with written permission of the Board.
- b. Carports are appurtenant structures of the parent condominium and may not be sold separately from the condominium, but they may be leased to another unit owner with notice to the Board. *Appendix 8, Form 8B, Carport Lease Notification*

- c. Carports shall house vehicles and bicycles only. Vehicles are to fit in the space allowed and not exceed the concrete footprint. Storage of any other equipment, apparatus, or thing requires prior written consent of the Board.
- d. Some carport storage closets contain electrical meters, cable/telephone panels and wiring, and intake water valves for condominium units. These closets **must be kept clear** to allow full and ready access by owners and service personnel. Owners are not to install locks on these equipment closets.
- e. Owners and tenants are permitted to park only two vehicles in the community (up to two motor scooters count as one vehicle). For units that own a carport, one vehicle is allowed in a carport space within the designated area. A second vehicle per unit is allowed to park in any un-numbered parking space in the community. All units are assigned a specific parking space – either a carport or a numbered street space. Parking any vehicle on the apron at the rear of a car parked in a carport is prohibited. Two vehicles may not share a single carport space, with the exception of motor scooters or cycles.
- f. Unit owners without a carport have been assigned an uncovered parking space with their unit number clearly marked for the street space. Second vehicles may be parked in any un-numbered space in the community. The median includes parallel parking spaces for both resident and visitor vehicles. All vehicles along the median are to be parked in the one-way direction of the roadway. Residents may not paint or mark unit numbers on blank parking spaces or on parking spaces in carports.
- g. All owners, renters, guests and visitors must respect these parking assignments. Vehicles with expired or absent license/tag are prohibited. Parking on the grass is not permitted.
- h. Vehicles with commercial tags or signage may park in Pine Run only while providing services to an owner or occupant. Such vehicles are not to have overnight parking privileges and must be off the property by 6:00 p.m. unless otherwise previously approved by the Board or Management. Violators will be fined and towed at their own expense.
- i. Car covers on vehicles are to be in good condition. Complaints will be reviewed, and car covers deemed to be unsightly will be removed and discarded.
- j. Motorcycles/motor scooters are permitted to be parked and used in the community, providing they have an unaltered muffler/exhaust system. Their use shall not cause noise pollution in excess of 70 decibels on a C scale measurement. Residents may park up to two motor scooters or cycles in their assigned carport or parking space upon approval of the Board, provided they do not exceed the dimensions of the parking space. One or two motors scooter(s) or one motorcycle are considered a vehicle under this policy. Therefore, according to Pine Run parking policy, a resident may also have one other vehicle which may be parked in any unassigned parking space. At no time may the motor scooter(s) or cycle(s) and another vehicle be parked in the same assigned carport or parking space. All other parking and traffic rules also apply. **If an owner wants to park a motor scooter in a space other than a designated vehicle parking space, board approval is required.**
- k. Violation of any of the above stated parking regulations may result in the removal of the vehicle(s) at the owner's expense.

## 15. PETS

- a. A maximum of two domestic pets (dogs/cats) may be maintained by an owner within a unit.
- b. Dangerous Animals: no animal may be kept which the Board has determined to be dangerous. The following dog breeds are prohibited: Pit bull or Staffordshire Terrier, Rottweiler, German Shepherd, Husky, Malamute, Doberman Pinscher, Chow Chow, Great Dane, Wolf Mix. (dogs of resident owners of any of these breeds at the time of adoption of these rules may be specifically grandfathered in by written application and approval of the Board).
- c. Visiting pets are subject to all of the same rules and regulations as resident pets.
- d. Dogs/cats must be leashed and controlled at all times by the owner/walker when outside the unit.
- e. All dogs/cats must be licensed and have current vaccination tags.
- f. All solid waste must be removed immediately and properly disposed of in a sealed plastic bag in designated pet waste containers.
- g. Owners are responsible for any damage or injury caused by their pets.
- h. No pets are allowed in recreation areas (small or large pools and their gated enclosures, clubhouse, tennis and pickle ball courts).
- i. Pet owners are responsible for ensuring that the rights of other residents to peace, quiet, health, and safety are not infringed upon by their pet. Barking dogs shall not be left unattended.
- j. Owners may allow renters to have up to two pets upon written notice and approval by the Pine Run Board of Directors.
- k. Reasonable accommodation will be made for service/assistance animals.
- l. The Board has the right to request removal of a pet that violates these rules and/or creates a nuisance.

## 16. PROPERTY TRANSACTIONS: SELLING, LEASING, NON-LEASE OCCUPANCY, SHORT AND LONG-TERM

**All Pine Run property transactions shall be pre-approved by the Association prior to occupancy and use. Non-compliance by owners will result in a fine.**

### 16.1 Sales:

Property that is to be sold by an owner shall be considered for approval by the Board of Directors upon receipt of the completed Application for Sale of Condominium Unit. *Appendix 7 Guidelines and Instructions for Sale of a Unit; Form 7A, Application for Sale of Unit, including Buyer Information*

### 16.2 Leases

- a. Owners who wish to lease their unit, or extend a lease, must submit an application with attached fees, and upon receipt of the completed application, the Board of Directors will review it for approval. *Appendix 8, Lease Application Rules and Guidelines; Form 8A, Application for Lease of Unit, including Tenant's Information*
- b. Owners who choose to lease their carports (sales are not permitted) must submit the *Application for Lease of Carport, Form 8B*.

### 16.3 Non-Lease Occupancy – Short Term

Owners who wish to have family members or friends stay in their units temporarily during their absence must submit a non-lease occupancy notification to the Board of Directors at least 10 days

prior to their guests occupying their unit. Such stays are limited to 14 consecutive days. *Appendix 9, Form 9A, Non-Lease Occupancy-Short Term*

#### 16.4 Non-Lease Occupancy – Long Term

Owners who wish to have someone else live in their unit without a lease or rental agreement for a long term must submit a non-lease occupancy-long term notification to the Board at least 10 days prior to the occupancy of the unit. The notification must be accompanied by a \$50 fee and copies of driver's licenses of adult residents. *Appendix 9, Form 9A-1, Non- Lease Occupancy-Long Term*

### 17. RECREATION AND FACILITIES

#### 17.1 General

- a. Use of the recreational facilities is at the user's own risk. The Association is not responsible for any accident or injury.
- b. All Pine Run recreation settings are designated as non-smoking areas, including e-cigarettes or "vaping". When using recreational facilities, persons under 12 years of age must be accompanied at all times by a responsible adult.
- c. Recreational facilities and their use (swimming pools, fitness center and tennis courts) are restricted to owners, guests and tenants of Pine Run and Blackburn Point Woods. Commercial use is not permitted. Recreational facilities shall not be used for professional lessons.
- d. Houseguests of a resident may use the recreational facilities without being accompanied by the resident. Any other guests using the recreational facilities must be accompanied by their resident-host.

#### 17.2 Clubhouse

- a. The clubhouse will be open for residents' use unless reserved for private use. Maximum capacity is limited to 65. Social events are posted. The clubhouse is reserved for all scheduled meetings of the Association, its Board of Directors and committees of the Association. Users are responsible for locking the doors after using the clubhouse and returning the heat/fans/AC to the posted settings. A Board-recognized group that is composed of Pine Run and Blackburn Point Woods owners may reserve the use of recreational facilities for their group provided the event is open to all residents of both communities who wish to attend. Reservations need to be made through the clubhouse reservation coordinator. See website <http://www.pinerunosprey.org/> for contact information. There is no charge for this general building use.
- b. Residents of Pine Run and Blackburn Point Woods may reserve the clubhouse for a private function by contacting the clubhouse reservation coordinator. The cost to reserve the clubhouse for a private function includes the use of the kitchen facilities, but not its supplies. At private functions, attendees are guests of the resident-host, not guests of the Association and the resident-host must be in attendance during the entire function. The resident-host must reimburse

the Association for any damage to the clubhouse or its furnishings. The Association assumes no responsibility for any accident or injury. The clubhouse may not be reserved by a non-resident or outside group. The County fire code limits attendance to 65 persons. Clubhouse parking is limited.

### 17.3 Fitness Center

Hours of use are posted. The center is available to Pine Run and Blackburn Point Woods owners and their guests. Users of the center assume all risks. Based on safety concerns, children under the age of 12 years must be accompanied and supervised by a responsible adult at all times when in the center. This area is a nonsmoking location, including e-cigarettes or “vaping”. Please observe the guidelines posted in the center.

### 17.4 Kayak/Canoe Storage

Kayak and canoe storage racks are available for use by unit owners. Boat storage is not permitted in carports, landings, under or on stairways or other areas. Owners assume the risks for security. Users should label a spot in the rack with their name and unit number. Kayaks/canoes not labeled may be removed.

### 17.5 Tennis/Pickle Ball Courts

- a. The court hours are posted. Courts are to be used for tennis or pickle ball only. Non-marking shoes and appropriate tennis attire are required.
- b. Use of courts is restricted to Pine Run and Blackburn Point Woods residents and their guests. Court time is limited to one hour for singles and 1-1/2 hours for doubles when others are waiting.
- c. The tennis courts may not be used for paid professional lessons.
- d. Only “quiet paddles” are permitted for use on the pickle ball courts. A list of permitted paddles is posted on the website and at the courts.
- e. It is not permitted to hit pickle balls against the tennis backdrop.

### 17.6 Swimming Pools

- a. Pool rules are posted on site for your health, safety and enjoyment. Violators are subject to a fine. Use of the pools is at the user’s own risk.
- b. Smoking, including e-cigarettes or “vaping” is not allowed at either pool.
- c. Shower before entering the pool.
- d. Pool hours are posted.
- e. No diving is allowed.
- f. Rafts and inflatables are not permitted within the pool enclosure. No toys or devices other than exercise noodles are permitted.
- g. Glass containers are not permitted within the pool enclosure. Beverages other than water are not permitted within 8 feet of the pool.
- h. The pools may not be used for professional lessons.
- i. If wearing suntan lotion or oil, individuals must cover lounges/chairs with a towel to prevent damage to the furniture straps.

- j. Children under 12 years of age must be supervised by a responsible adult.
- k. Rough play, running, jumping and throwing balls or other objects in and around pools are all prohibited. Chairs may not be reserved by leaving a towel or garment in the absence of the user. Volume on audio devices and cell phone conversations must be kept low enough so as not to disturb other guests. Diapered individuals must wear swim diapers or plastic pants in the pools.
- l. When slope rope is removed to swim laps, the user is to re-install the it to the proper position.
- m. Users of the pool shall not feed wildlife in the lagoon.
- n. Before leaving the pool area, users must close umbrellas and re-arrange chairs as found.

**18. VOLUNTEERING**

From time to time the Board of Directors may put out a call for resident volunteers to serve on committees, join work groups or work on a project. Residents who have a project they would like to volunteer to accomplish are encouraged to make a proposal to the Board for such a project, including description, cost, start date, projected completion and other pertinent details. Any resident who volunteers must sign a volunteer waiver. *Appendix 10, Form 10A Volunteer Waiver*

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APPROVED BY BOARD OF DIRECTORS:

\_\_\_\_\_  
President – Pine Run Association, LLC

\_\_\_\_\_  
Date

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**Authorization Form  
for Pine Run Directory/E-Mails**

- According to Florida state regulations if you wish not to be included in the official association directory distributed to all residents, you must inform the association by checking the box below. ***Please print clearly.***

**Do not include my information.**

Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

- If you are a new owner and you wish to be included in the association directory and e-mail lists, check the box below.
- If you have changes in your information and you want the new information to be included in the association directory and email list check the box below.

**New Owner/Changes**  
**For new owners and owners with information to update. *Please print clearly.***

Name(s): \_\_\_\_\_ Unit #: \_\_\_\_\_

Official Mailing Address: \_\_\_\_\_

Alternate Mailing Address: \_\_\_\_\_

Cell #1 \_\_\_\_\_ Cell #2 \_\_\_\_\_ Landline# \_\_\_\_\_

E-mail: \_\_\_\_\_ E-mail: \_\_\_\_\_

- If you wish to be included in the Pine Run email list for official and social news, notices and newsletter

**Yes, include my (our) emails on the list.**

**I (we) agree that the above information is what we do (or do not) want included in the Directory/Email List.**

Signature: \_\_\_\_\_ Unit #: \_\_\_\_\_

Signature: \_\_\_\_\_ Unit #: \_\_\_\_\_

**Send to:**

**Pine Run Association, c/o Keys-Caldwell, Inc., 1162 Indian Hills Blvd., Venice, FL 34293**

## **COMPLIANCE AND DEFAULT PROCEDURE**

### **FIRST NOTICE**

Upon notification of a violation by a Pine Run owner, the Board of Directors or its management company shall issue a letter outlining the violation and requesting the owner to respond within 14 days with regard to correcting the situation.

### **SECOND NOTICE**

If the owner does not respond and the violation is not corrected, or if the violation recurs at any time, a second letter will be sent by the Board of Directors or its management company, stating that failure to respond within 14 days will result in a fine or suspension of privileges being levied after an opportunity of a hearing with the Compliance Committee.

### **NOTICE OF HEARING**

If the owner does not respond and the violation is not corrected within the second 14-day deadline, or recurs at any time, the Board shall levy a fine and/or suspension of use of facilities, and call for a hearing with the Compliance Committee to take place within 14 days.

If the owner provides evidence to the Board of Directors that the violation has been corrected and/or assurance that it will not recur, the Board may choose not to levy a fine or suspension. Should the violation recur, the hearing may be called again with 14 days' notice.

### **THE HEARING**

The hearing will be held 14 days after the second warning's deadline for correction, or at any time the violation recurs. Dates and times will be set by the Compliance Committee. If there are extenuating circumstances, reasonable accommodation will be made. At least three (3) Compliance Committee members must be present either in person or by telephone, as needed.

The Compliance Committee will review evidence presented by the Association and by the unit owner. The role of the Compliance Committee is to determine whether to confirm or reject the fines or suspension levied by the Board. The Committee must provide a written report to the Board which will notify the owner of the results.

### **SUSPENSIONS, FINES OR OTHER REMEDIES**

It is the Board of Directors' responsibility to collect the fines, impose the suspensions, or otherwise handle the situation from then forward in accordance with the steps outlined in the Association's Declarations of Condominium.

## GUIDELINES FOR MODIFICATIONS APPROVAL

1. Any modifications including additions, alterations, remodeling and/or replacements inside or outside the units must be approved by the Board of Directors, as noted below.
2. Unit owners may fill out and submit an online Application for an Architectural/Grounds Modification (A/GM) at <https://kcl.cincwebaxis.com/> (after logging into your account, click on "ARC Requests" on the top left of the screen -- "ARC/ACC" is Keys-Caldwell terminology for our "A/GM") or use our application (*Form 3A, Application for Architectural/Grounds Modification*). The request should be submitted well in advance of any type of interior work involving structural changes, plumbing, electrical work, HVAC work or replacement of flooring on a 2nd floor unit to ensure compliance with codes and for written approval by the Board of Directors.
3. Approval must be obtained for any exterior work to be done anywhere on the common elements or limited common elements.
4. If a proposed modification will affect the exterior of the building or the common elements, the permission of all adjacent or affected owners of units in that building must be obtained. The owner applying for the modification must obtain signatures from such owners and submit the form with the A/GM (*Form 3B, Adjacent/Affected Owners' Permission for A/GM*). Approval will not be granted without all signatures.
5. Approved work must start within 60 days from the date of Board approval. Approval will expire after 60 days.
6. Any work which is started without Association approval or notification will result in a fine of \$100 per day, not to exceed a total of \$1,000.00.
7. If emergency work is necessary, work may commence upon notification of any Board officer or the management company. This does not relieve the owners of their obligation to send written notice to the Board no later than seven (7) calendar days from the date of the emergency work performed.

## APPLICATION FOR ARCHITECTURAL/GROUNDS MODIFICATION

OWNER: \_\_\_\_\_ UNIT #: \_\_\_\_\_ PHONE #: \_\_\_\_\_

The unit owner assumes full responsibility for the maintenance of the modifications herein described and holds the Association harmless from any liability or damage to the subject property, contiguous property, or community common property as a result of this modification. All work will be done at the owner's expense. This request is subject to obtaining **all required county and state permits**. Any damage caused by this modification to sidewalks, roadways, irrigation systems, utility and cable TV facilities will be restored at the owner's expense. The project must begin within 60 days of Board approval.

The owner shall notify the Board of Directors, in writing, upon completion of the modification. **The Board reserves the right to inspect the completed project to determine compliance with this request.**

Approval is hereby requested to make the following modifications, alterations or additions as described and depicted below and/or on additional attached pages. Please include a full description of the modification including dimensions, materials, color, design, locations and any other data.

**No work or modification will begin prior to approval of this request.**

Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

**For Board of Directors Use Only**

Date Received by Board Member: \_\_\_\_\_

Approved     Disapproved     Owner Notified

\_\_\_\_\_  
Architectural Chair

\_\_\_\_\_  
President

\_\_\_\_\_  
Date

**RETURN APPLICATION IN TRIPLICATE to the Board of Directors of Pine Run Condominium Association to be acted upon at the next regularly scheduled Board Meeting.**

**ADJACENT/AFFECTED OWNERS' PERMISSION FOR A/GM**

If the proposed modification will affect the exterior of the building or anywhere in the common element, the permission of all adjacent and affected owners of units must be obtained. In that case, this completed form must be attached to the A/GM application. Failure to obtain permission from all adjacent or affected owners will result in denial for the modification.

I, the undersigned, as an owner adjacent to or affected by the proposed modification, fully understand the proposed modification and its effect, and hereby grant my permission for the modification to occur.

Unit # Bldg #	Owner Name (Printed)	Owner Signature	Date

As the owner requesting the modification, I hereby attest that I have fully explained the modification to each of the above owners and obtained the signatures with coercion or misrepresentation.

\_\_\_\_\_  
Requesting Owner's Signature

\_\_\_\_\_  
Date

## PEST CONTROL WAIVER REQUIREMENTS

Florida is rife with insects and other pests which, left uncontrolled, can create health and material damage to residents and units. The beauty of our natural landscaping is attractive to pests of all kinds and infestations can move quickly from outside to inside and from unit to unit. To protect ourselves and our property, the Pine Run Association contracts with a licensed pest control service to treat all units on a scheduled basis.

Owners who have concerns or reservations about pest control and would like to learn more about it are encouraged to speak with NaturZone Pest Control, phone number 941-378-3334.

If an owner wishes to opt out of the service altogether, or select an alternative pest control service, they may do so by signing the Pest Control Waiver *Form 4A, PEST CONTROL WAIVER* and send it to: Pine Run Association, c/o Keys-Caldwell, Inc., 1162 Indian Hills Blvd., Venice, FL, 34293; telephone is 941-408-8293.

Email: [kcweb@keys-caldwell.com](mailto:kcweb@keys-caldwell.com)

## PEST CONTROL WAIVER

Choose one:

I have declined the Association's scheduled pest control and will have no pest control service. I understand that if this lack of pest control creates an Association pest control issue or results in damage to the common elements, limited common elements or to my own unit, I am totally responsible for all costs related to any corrective measures necessary.

I have declined the Association's scheduled pest control and have contracted with an alternative pest control service. I understand that if this alternative service creates an Association pest control issue or results in damage to the common elements, limited common elements or to my own unit, I am totally responsible for all costs related to any corrective measures necessary.

Name of Service: \_\_\_\_\_

Schedule of Service: \_\_\_\_\_

Owner's Name: \_\_\_\_\_ Unit#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Send to: Pine Run Association  
c/o Keys-Caldwell, Inc., 1162 Indian Hills Blvd., Venice, FL 34293  
Phone 941-408-8293 Email: [kcweb@keys-caldwell.com](mailto:kcweb@keys-caldwell.com)

## **UNIT PROTECTION LIST FOR AN ABSENCE OF 30 DAYS OR MORE**

It is critical to "vacation proof" your unit, protecting against damage from critters, mold and weather. If you fail to properly prepare your unit and/or don't make arrangements to have it checked, you will be billed for expenses that the Association incurs in order to correct a problem or nuisance. Everything on this list is important; **bolded sections are critical.**

- 1. Arrange for a responsible person to check your unit on a weekly basis. Provide our maintenance office with written contact information for this person prior to leaving.**
- 2. Leave a telephone number and/or email address where you can be reached with our maintenance staff and Keys-Caldwell, Inc. (941-408-8664).**
- 3. For rodent protection, put 2-3 TBSP of chlorine bleach in toilet bowls. (Must be re-applied after flushing).**
- 4. Toilets must be flushed, and water run through all drains (sinks, showers, tubs) periodically during owners' absence by the house checker.**
5. Seal all toilet bowls with plastic, close lid and place a heavy object on top of cover.
6. Check for any openings around pipes, disposals, wiring and sliders. Seal with industrial foam, steel wool or duct tape.
7. Remove and/or seal food in airtight containers.
8. Most pests do not tolerate the smell of Irish Spring soap, moth balls or dryer fabric softener sheets. Place these in strategic spots.
9. Check attic for potential pest entry sites before you leave.
- 10. Turn off water at main valve inside your unit.**
11. Leave air conditioner on and set to 80 degrees F and Humidistat at 60% to prevent humidity and mold. Make sure air conditioner has been serviced properly before leaving.
12. If refrigerator is left on, turn ice maker off.
- 13. Remove any outside items that could become flying debris in high winds, including furniture, pots, and outside decorations. Remove furniture from lanais and porches.**
- 14. Unplug all unnecessary appliances to prevent lightning strikes.**
- 15. Turn off hot water heater.**
16. If you leave a car, run heater for 15 minutes after using AC for last time to dry moisture in air ducts. To avoid a dead battery when leaving a car for 4-5 months, disconnect wire leading to negative pole.
- 17. Leave a set of car keys in the unit on the kitchen counter in case the car has to be moved in an emergency or during roadway/building maintenance. If you have a locked carport storage closet, leave that key as well.**

## SARASOTA COUNTY RECYCLING

**Do not put your recyclables in a plastic bag and put it in the bin. Plastic bags are not recyclable. Recyclables should be put in the bin without being bagged. Recyclables must be rinsed out. Separate the containers and the caps.**

#6 plastic (styrofoam and similar) cannot be recycled. Do not put #6 plastic in the bin. Styrofoam and plastic bags may be recycled at your local grocery store.

Sarasota Single-Stream Recycling - Blue Bins



# ITEMS TO RECYCLE

CANS	CARTONS	GLASS	PAPER	PLASTICS
				
<b>Aluminum and Steel Cans</b> Empty and rinse.	<b>Food and Beverage Cartons</b> Empty, rinse and replace cap.	<b>Bottles and Jars</b> Empty, rinse and replace cap.	<b>Mixed Paper, Paper Board, Newspaper and Magazines</b> Flatten cardboard and boxes.	<b>Kitchen, Laundry, Bath Bottles and Containers</b> Empty, rinse and replace cap.

**WHEN IN DOUBT, LEAVE IT OUT!**

					
<b>NO Recyclables in Plastic Bags</b> Empty loose recyclables in carts.	<b>NO Plastic Bags</b> Return to retail.	<b>NO Food and Liquids</b> Compost if possible, or throw in trash.	<b>NO Tanglers</b> Wires and hoses can damage equipment! Throw in trash.	<b>NO Diapers</b> Throw in trash.	<b>NO Hazardous Waste</b> Take to the county's chemical collection center.

**Follow the 3 feet rule!**

Keep carts at least 3 feet away from other carts, mailboxes, fire hydrants, low hanging trees or shrubs, parked cars and utility poles so trucks can easily access cart.



**POINT THIS ARROW TOWARD THE STREET**

**Sarasota County**  
For more information, go to [scgov.net](http://scgov.net) or call 941-861-5000.

**THE RECYCLING PARTNERSHIP**  
Funded in part by The Recycling Partnership.

Created by Sarasota County Communications 8.16.2019

Some interesting facts from earthfriends.com

- One recycled glass bottle saves enough energy to power a personal computer for 25 minutes
- 70% less energy is utilized to recycle paper compared to making it from raw materials
- One recycled tin can saves enough energy to power a television for 3 hours
- Up to 24 trees are cut down to make one ton of paper
- Glass products in landfills do not decompose at all.

## SALES APPLICATION RULES AND GUIDELINES

### BOARD OF DIRECTORS' APPROVAL:

Any condominium that is to be sold by an owner shall be considered for approval by the Board of Directors following receipt of the sale application by the Association's management company and review by the Board. Board action shall be conveyed to the owner in writing with a copy to the prospective buyer.

- Pine Run Association does not permit private mortgage holders.
- Carports are appurtenances to the parent condominium unit and are included in the sale
- Pine Run limit of two pets (dogs, cats); rule #15 lists prohibited dog breeds.
- Buyers will have a maximum of 2 parking spaces -- one assigned and one unassigned.

### APPLICATION PROCEDURE:

Upon receipt of the sales contract offered by the buyer, the owner/seller shall complete the sale application. The owner/seller shall schedule the settlement date at least 30 days in the future for the Association's processing of the sale transaction.

The sale application is at <https://kcl.cincwebaxis.com/cinc/documents/> or at Appendix 7, Form 7A. The completed application shall be delivered to: Pine Run Association, c/o Keys-Caldwell, 1162 Indian Hills Blvd., Venice, FL 34293 (telephone: 941-408-8293).

### COMPLETE SALE APPLICATION PACKAGE:

Must contain the following:

- clear, accurate, legible printed information
  - photo ID(s) of the buyer(s)
  - a non-refundable transaction fee of \$50 payable to "Pine Run Association"
- OR**
- a non-refundable "rush transaction fee" of \$100.00 if the application is received by the management company less than 10 days prior to the proposed occupancy date.

The owner should retain a copy of the completed sale application.

If the management company incurs costs for a preparation of any legal documents, additional fees may be required.

Only complete and legible applications shall be accepted for review by the management company and the Association.

The Association's management company will not issue an estoppel letter to the settlement officer unless and until the Association has approved the sale transaction.

## APPLICATION FOR SALE OF UNIT

Sale of Unit #: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Proposed Date of Settlement: \_\_\_\_\_

### **OWNER INFORMATION - *Please print clearly***

Name(s): \_\_\_\_\_

Corporate Name (if any): \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

As owner(s), I (we) have provided the buyer with all required legal and regulatory documents and so attest by my (our) signature(s) below. I have also notified the buyer of required participation in an information session prior to settlement.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### APPLICATION FOR SALE OF UNIT

Sale of Unit #: \_\_\_\_\_ Date of Application: \_\_\_\_\_

Proposed Date of Settlement: \_\_\_\_\_

#### **BUYER INFORMATION - *Please print clearly***

Name(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

Car License #: \_\_\_\_\_ State: \_\_\_\_\_

#### MORTGAGE HOLDER INFORMATION:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I agree to participate in an information with an association representative.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## LEASE APPLICATION RULES AND GUIDELINES

### BOARD OF DIRECTORS' APPROVALS:

All leases and lease extensions must be pre-approved by the Board of Directors. Occupancy and use of property is not permitted prior to lease application approval by the Board. Continued occupancy beyond a 12-month lease period requires Board approval for each lease extension period thereafter.

No lease will be approved if a penalty fee levied against a condominium unit is unpaid, or if the owner is more than 90 days in arrears for payment of Association obligations, unless specifically approved by the Board of Directors.

### LEASE RESTRICTIONS:

Leases are for a minimum period of one (1) month and are not to exceed one (1) year of single occupancy.

If an occupancy is desired beyond the single year, Board approval must be obtained for the lease extension. The lease extension period shall be for a minimum of 30 days and a maximum of 1 year.

Only four separate rentals are permitted in a 12-month period.

### APPLICATION PROCEDURE:

A lease application is to be completed by the owner and sent to the Association's management company for review at least 10 days prior to intended occupancy date. Subsequently, the application will be reviewed by the Board, followed by written notification to the owner of lease approval or the need for other action.

The lease application is at *Appendix 8, Form 8A*, or available on the Association's website at <http://kcl.cincwebaxis.com>

The completed application shall be delivered to the Association's management company: Pine Run Association, c/o Keys-Caldwell, 1162 Indian Hills Blvd, Venice, FL 34293; 941-408-8293

### COMPLETE LEASE APPLICATION PACKAGE

The complete lease application package must contain the following:

- clear, accurate, legible printed information
- photo ID(s) of the adult tenants.
- a non-refundable transaction fee of \$50.00 made payable to "Pine Run Association".

#### **OR**

- a non-refundable "rush transaction fee" of \$100.00 if the application is received by the management company less than 10 days prior to the proposed occupancy date.

The owner should retain a copy of the completed lease application.

#### EXTENDED LEASE

If an owner decides to extend a current lease beyond its expiration date, an application must be submitted at least 10 days prior to the current lease expiration date. The lease extension period shall be for a minimum of 30 days and a maximum of 1 year. A transaction fee is waived for renewals with no lapse in occupancy, and no photo ID is required. However, a "rush fee" would apply. If occupancy continues beyond the lease expiration date without an approved extension, the Owner is subject to a \$25/per day penalty fee.

#### OWNER AND TENANTS' RESPONSIBILITIES

The owner shall inform the prospective tenant that an information session is to be scheduled with an association representative.

The owner may require prospective tenants to have "renter's insurance" for any damage to the property or the Pine Run common elements of the community.

The owner shall notify the management company if an agent is involved in the transaction so entry arrangements can be made to show the property.

The owner retains responsibility for screening, exercising oversight, and for the conduct of their tenants.

The tenant does not have the right to assign or sublease the unit, or to lend the unit to another person.

The owner shall not occupy the unit at the same time as the renter. The maximum of two parking spaces limit is in effect for leases; if the absentee owner has a vehicle occupying a space, the tenant is limited to one space.

PINE RUN ASSOCIATION  
APPENDIX 8, Form 8A

**APPLICATION FOR LEASE OF UNIT**

Lease of Unit #: \_\_\_\_\_ Date of Application: \_\_\_\_\_

**OWNER INFORMATION - *Please print clearly***

Name(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

LEASE PERIOD DATES: From: \_\_\_\_\_ To: \_\_\_\_\_

Permission for pet? No  Yes  Number/Type of Pet(s): \_\_\_\_\_

As owner(s), I (we) have provided the tenant with a current copy of the Pine Run Community Rules and Information for their use, and so attest by my (our) signature(s) below:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Date \_\_\_\_\_

**APPLICATION FOR LEASE OF UNIT**

Lease of Unit #: \_\_\_\_\_ Date of Application: \_\_\_\_\_

**TENANT INFORMATION - *Please print clearly***

Name(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Number of persons occupying unit: \_\_\_\_\_ Number/Type of Pets: \_\_\_\_\_

Car License #: \_\_\_\_\_ State: \_\_\_\_\_

Car License #: \_\_\_\_\_ State: \_\_\_\_\_

Have you been a renter at Pine Run within the last 2 years? Yes  No

As tenant, I (we) have received a current copy of the Pine Run Community Rules and Information. I (we) will comply with them and so attest by my (our) signature(s). Also, I (we) agree to participate in an information session with an association representative.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## PINE RUN CARPORT LEASE NOTIFICATION

An owner must notify the Board of a carport lease by filling out this form and sending it to:  
Pine Run Association, c/o Keys-Caldwell, Inc. 1162 Indian Hills Blvd., Venice, FL 34293 Phone:  
941-408-8293  
Email: [kcweb@keyscaldwell.com](mailto:kcweb@keyscaldwell.com)

The Association does not require a fee for the lease of a carport.

### OWNER'S INFORMATION:

Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Phone: \_\_\_\_\_

### LESSEE'S INFORMATION:

Name: \_\_\_\_\_ Unit #: \_\_\_\_\_

Phone#: \_\_\_\_\_

Make and Model of Car: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

Date of Lease: \_\_\_\_\_ Length of Lease: \_\_\_\_\_

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

### NON-LEASE OCCUPANCY - SHORT TERM

OWNER INFORMATION:

Name: \_\_\_\_\_ Unit #: \_\_\_\_\_ Phone #: \_\_\_\_\_

GUEST INFORMATION:

Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Relation to Owner: \_\_\_\_\_

Other Occupant(s) Name(s): \_\_\_\_\_

Emergency Contact Name and Phone: \_\_\_\_\_

GUEST VEHICLE INFORMATION:

Make and Model of Car: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate #: \_\_\_\_\_ State: \_\_\_\_\_

DATES OF OCCUPANCY: From: \_\_\_\_\_ To: \_\_\_\_\_

- Any one stay must be limited to no more than 14 days.
- Units may be occupied by a maximum of two (2) persons per bedroom.
- No transaction fee is required.
- Guests are required to follow Pine Rule Rules and Regulations
- This notification must be submitted 10 days prior to guest occupancy to: Keys-Caldwell, Inc. c/o Pine Run, 1162 Indian Hills Blvd., Venice, FL 34293 FAX # 941-408-8664

Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NON-LEASE OCCUPANCY - LONG TERM**

Unit #: \_\_\_\_\_ Date of Application: \_\_\_\_\_

**OWNER INFORMATION - Please print clearly**

Name(s): \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

OCCUPANCY DATES: From: \_\_\_\_\_ To: \_\_\_\_\_

Permission for pet? No  Yes

**RESIDENT INFORMATION - Please print clearly**

Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Number of persons occupying unit: \_\_\_\_\_ # / Type of Pets: \_\_\_\_\_

Car License #: \_\_\_\_\_ State: \_\_\_\_\_

Car License #: \_\_\_\_\_ State: \_\_\_\_\_

As a new resident, I (we) have received a current copy of the Pine Run Community Rules and Information. I (we) will comply with them and so attest by my (our) signature(s). Also, I (we) agree to participate in an information session with an association representative.

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Attached:**  Copy of Driver's License(s) for Resident(s)  \$50 Fee

## RESIDENT VOLUNTEER WAIVER

Volunteer's Full Name: \_\_\_\_\_ Unit #: \_\_\_\_\_ Phone #: \_\_\_\_\_

E-mail: \_\_\_\_\_

I, \_\_\_\_\_, (hereafter known as Volunteer Resident) desire to work as a volunteer for the Pine Run Condominium Association (hereafter known as the Association) and engage in the activities related to being a volunteer for work projects. I hereby voluntarily execute this Volunteer Waiver under the following terms:

I, Volunteer Resident, release and hold harmless the Association and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work with the Association.

I understand that this Waiver discharges the Association from any liability or claim that I, the Volunteer, may have against the Association with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation of the Association's work site. I also fully understand that the Association does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage.

I, Volunteer Resident, understand that I expressly waive any such claim for compensation or liability on the part of the Association beyond what may be offered freely by the representative of the Association in the event of such injury or medical expense.

I hereby release the Association from any claim whatsoever which arises or may arise in the future on account of any first aid treatment or other medical services that are conducted in connection with an emergency during my time with the Association.

I understand that my work with the Association may include various activities that may be hazardous to me and I hereby expressly and specifically assume the risk of injury or harm in these activities and release the Association from all liability for injury, illness, death, or property damage resulting from the activities of my work with the Association. I agree not to use power tools of any kind or climb ladders in the service of the Association.

I expressly agree that this Waiver is intended to be as broad and inclusive as permitted by the laws of the State of Florida in the United States of America, and that this Waiver shall be governed by and interpreted in accordance with the laws of the State of Florida. I agree that in the event that any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

Volunteer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_