



## RULES & REGULATIONS

As of July 29, 2024

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## RULES AND REGULATIONS

I. Authority. Pursuant to the authority vested in the Board of Directors of Merrill Pines Condominium Association, Inc ("Association"), by the Merrill Pines Declaration of Condominium ("CCR"), the following Rules and Regulations of Merrill Pines Condominiums ("Condominium") have been adopted by the Board of Directors of the Association ("Board") to govern the use of Condominium Property ("Condominium Property") as defined in the Declaration of Condominium.

*[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.18 Board's Rule-Making Power]*

II. Definitions. For the purposes of these Rules and Regulations, the below terms are defined as stated below, otherwise any capitalized term shall have the meaning set forth in the CCR:

- A. Owner or Unit Owner means one who has purchased a Unit.
- B. Resident means one who is residing in the unit, regardless if they are on a lease.
- C. Guest means one who is visiting the Resident on an overnight or longer basis.
- D. Renter means one who rents or leases a unit from an Owner.
- E. Visitor means one who is invited or drops in for a brief social visit to a Resident.
- F. Condominium Property means any area of Merrill Pines outside the Residential unit for which the Board has Board Rule-Making Authority or as defined by the CCR

III. Enforcement. See current Board Policy [Addendum 1]

IV. Use of Condominium Property. The Condominium Property is for the exclusive use of the Unit Owners, family members who reside with the Owner, Guests and Renters. No other person shall be permitted to use any portion of the Condominium Property for any reason.

There shall be no storage on any portion of the Condominium Property. Including, but not limited to, parking of baby carriages, playpens, bicycles, tricycles, wagons, toys, chairs, boxes or grills on any portion of the Condominium Property. A 48-hour removal notice will be posted and then removal will take place with no additional notice. Such personal property must be stored within the Units.

*[CCR, Article. 12. EASEMENTS. 12.1 Perpetual Easement]*

Each Unit Owner is responsible for the actions of his or her family members, Guests, invitees and Renters.

*[CCR, Article.19. MAINTENANCE & REPAIR PROVISIONS. 19.1.8. Liability for Actions]*

Entry breezeways are for the exclusive use of the units in that breezeway. Breezeways and stairs are for unit ingress and egress only. There is to be no loitering on any portion of the community.

*[CCR, Article 5. DESCRIPTION OF IMPROVEMENTS. 5.3.2. Entry]*

- A. Destruction of Condominium Property. There shall be no marking, marring, damaging, destroying, or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for and shall bear any expense of such damage caused by the Unit Owner, their family, Guests, lessees and/or Visitors.
- B. Damage to Condominium Property. Any damage to the Condominium Property or equipment of the Association caused by any Unit Owner, their family, Guests, Renters, lessees and/or Visitors shall be repaired or replaced at the expense of the Unit Owner.

*[CCR, Article. 19. MAINTENANCE & REPAIR PROVISIONS 19.1.8. Liability for Actions]*



V. Noise & Nuisances. All noise, including without limitation, vacuuming, talking, singing, television, radio, record player, tape recorder, or musical instrument, shall be kept at such volume level that the noise is not audible outside the boundaries of the Unit in which it originates. The City of Jacksonville Noise and Nuisance Ordinance will be used for guidance for enforcing this rule with particular emphasis on the city's determination the hours between 10:00 p.m. EST and 7:00 a.m. EST (nighttime) receive extra consideration for quiet standards.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.2. Nuisance.]*

A. The Right to Quiet Enjoyment. Owners, their family, Residents, Guests, invitees and Renters shall not engage in any verbal or physical abuse directed towards any other person, or engage in any form of intimidation or aggressive behavior directed at other Owners, Residents, Guests, Occupants, Invitees, including Management, its agents, employees or any vendor of the Association.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.2. Nuisance.]*

B. Sound Diffusion. Second floor Unit Owners shall not install any floor covering in the Unit other than carpet, except that tile and/or wood flooring (or similar) may be installed in the bathroom, kitchen and laundry/utility areas.

*[CCR. Article. 19. MAINTENANCE & REPAIR PROVISIONS 19.1.1 Maintenance and Repair.]*

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.2. Nuisance.]*

VI. Children and Guests.

A. Children. For safety reasons, all minors shall not play on or wander about the Condominium Property except under the direct supervision by a responsible adult.

*[CCR. Article. 12. EASEMENTS. 12.1 Perpetual Easement]*

B. Guests. Unit Owners shall notify the Association, in writing, in advance of the arrival and departure of Guests or family members who have permission to use a Unit in the Unit Owner's absence. No person under eighteen (18) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.1. Single Family Use]*

VII. Unit Access. The agents and employees of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for the purposes permitted under the terms of the Condominium Documents. Entry will be made by prearrangement with the Unit Owner, except under circumstances deemed an emergency by the Association or the manager, in which case access is deemed permitted regardless of the hour.

*[CCR. Article. 19. MAINTENANCE & REPAIR PROVISIONS. 19.1.16 Access by Association]*

VIII. Obstructions. There shall be no obstruction or cluttering of the Condominium Property, including without limitation, sidewalks, streets, automobile parking spaces, lawns, entrances, stairways, patios, other Common Elements or areas. Any personal property not allowed on Condominium Property can be removed without prior notification to the property owner.

*[CCR. Article. 12. EASEMENTS. 12.1 Perpetual Easement]*

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.1. Single Family Use]*



IX. Entranceways. To avoid fire hazards, entries, hallways, common areas and stairwells should remain uncluttered at all times. Items left in breezeways or other common areas will be disposed of. Plants, furniture, decorative items, toys, bicycles, wagons, trash or carts are not to be left in entrances or in common areas.

*[CCR. Article. 12. EASEMENTS. 12.1 Perpetual Easement]*

Doormats are the only approved item to be in the entranceways. Doormats may not exceed 24 inches by 36 inches. Carpet may not be used as a doormat. Only one doormat may be positioned at the front entrance of the unit.

*[CCR. Article. 12. EASEMENTS. 12.1 Perpetual Easement]*

X. Entry Gates. Any damage to entry gates occurring due to the actions of an Owner, or any Guests, Visitor or Renter shall be the responsibility of the Unit Owner.

*[CCR. Article. 19. MAINTENANCE & REPAIR PROVISIONS 19.1.8. Liability for Actions]*

XI. Moving. Moving of furniture is permitted between the hours of 8:00 am, and 8:00 pm only. Please arrange for your moving company to dispose of packing boxes used in moving. Residents are required to break down boxes.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.2. Nuisance.]*

Moving trucks and trailers are permitted to park in front of the buildings solely for the purpose of loading and unloading. Approval from the property manager is required for the temporary storage of moving trucks and trailers, they are permitted to be parked in the designated “yellow” parking area for a maximum of 5 days.

*[CCR. Article. 12. EASEMENTS. 12.1 Perpetual Easement]*

Unit Owners shall be responsible for and shall bear any expense of any damage to the Condominium Property and Limited Condominium Property caused by the moving or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

*[CCR. Article. 19. MAINTENANCE & REPAIR PROVISIONS 19.1.8. Liability for Actions]*

XII. Signs and Mailboxes. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony, or terrace without the express prior written consent of the Association. A Unit Owner shall show no sign, advertisement, or notice of any type on the Condominium Property, in or upon his or her Unit or in or upon his or her automobile so as to be visible from the Condominium Property, or any public way. No Unit Owner shall be allowed to put a mail receptacle, name or street address on any portion of his or her Unit, except in such place and in the manner approved by the Association for such purpose, which approval shall be based on aesthetic grounds within the sole discretion of the Board.

Mailbox kiosks are positioned throughout the community. Only authorized vendors are permitted to change out mailbox locks. Damage to the kiosk or any of the doors, will result in the entire kiosk needing



replacement, at the expense of the Unit Owner. Contact a locksmith should you need replacement keys.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.3. Signs.]*  
*[CCR. Article. 19. MAINTENANCE & REPAIR PROVISIONS 19.1.8. Liability for Actions]*

XIII. Home Business. No trade, business, profession or any other type of commercial activity shall be carried on in the Homes; provided, however, a Resident may use a room within a Unit as an office for conducting personal business if such personal business does not require contact at the Unit with customers or clientele of the Resident, nor be of such a pervasive nature as to dominate the residential character of the occupancy of such Unit.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.1. Single Family Use..]*

XIV. Laundry. No clothesline or other similar device shall be allowed on any portion of the Condominium Property or Lanais. No laundry, clothing or other material shall be hung or displayed on the balcony or porch of any Unit or within a Unit in a manner, which is visible from the outside.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.5. Clotheslines.]*

XV. Water Closets. Water closets and other water apparatus in the Units or upon the Common Elements shall not be used for any purpose other than those for which they were constructed. The Unit Owner responsible for any damage resulting from misuse of any water closet or other apparatus shall pay for the repairs/replacement.

*[CCR. Article. 19. MAINTENANCE & REPAIR PROVISIONS 19.1.8. Liability for Actions]*  
*[CCR. Article 19. MAINTENANCE AND REPAIR PROVISIONS. 19.1 By Homeowner. 19.1.1. Maintenance and Repair.]*

XVI. Window Treatments. You may hang your own drapes provided they have a white backing. Bed linens, towels, tinfoil, etc., are not to be attached to the window, which are visible from the exterior. Blinds shall not be broken or missing slats. The use of peel-and-stick window film of any type is prohibited.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.6. Window Décor.]*

#### XVII. Holidays

- A. Decorations. The only permitted holidays Residents may decorate the exterior portion of their unit are: Easter, Independence Day, Halloween, Thanksgiving, Christmas, Chanukah, Kwanzaa and New Years. Any additional holidays may be approved by the Board of Directors per request.
1. No holiday decorations are to be affixed to the Condominium Property.
  2. All entranceway decorations are to be limited to door decorations only. Decorations are to be hung from the door by non-penetrating means (i.e., no nails, hooks, screws, adhesives, etc.) Wreath hangers and tape for doors are permitted.
  3. Decorations are not to be placed outside sooner than one week prior to the holiday and must be removed no later than one week after the holiday. Exception: Winter Holiday decorations may be placed outside from Thanksgiving until the first Monday after the New Year.
  4. Holiday/Twinkle lights may only be hung on the interior of windows during the Winter Holiday Season (see Exception period above). Lights must be shut off by 11:00pm.
  5. Any decoration that the Board deems inappropriate or offensive must be removed immediately.
- B. Pyrotechnic Devices. Absolutely no fireworks, firecrackers, roman candles, bottle rockets, smoke



bombs or the like are permitted.

*[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.18 Board's Rule-Making Power]  
[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.2. Nuisance.]*

XVIII. Pest Control. The Association currently provides for Pest Control on the Condominium Property and interior of Units on a periodic basis. If a Unit requires additional pest control services, contact the Association Management Company.

*[CCR, Article 19. MAINTENANCE AND REPAIR PROVISIONS. 19.1 By Homeowner. 19.1.4. Duty to Report.]*

XIX. Garage/Estate Sales. No garage sales, estate sales, yard sales, moving sales or other sales that invite the public, shall be allowed on or about any portion of Merrill Pines.

*[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.12 Garage Sales]*

XX. Solicitation. No solicitation for any purpose shall be allowed without the prior written consent of the Board, which consent may be withheld at the Board's sole discretion.

*[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.12 Garage Sales]  
[Blanket Trespassing Warning on file with Jacksonville Sheriff's Office]*

XXI. Trash Removal. Please use plastic garbage bags and tie them securely. It is imperative that all trash be placed inside the compactor. Also, all boxes are to be broken down and flattened. Trash should never be left on the ground beside the compactor, left on your vehicle (including the bed of a truck) or in entranceways. **No hazardous items or highly flammable materials are to be disposed of in the compactor. When placing trash in the compactor, please push trash to the rear of the chute.** If any Unit Owner, his family, Guests, lessees and/or Visitors is found littering on any portion to the Condominium Property, the Unit Owner may be subject to an immediate \$25.00 fee.

Trash receptacles are located throughout the community for mail and small trash items, such as cups and food wrappers. Community trash receptacles and Dog Waste Stations are not to be used to dispose of your household trash, diapers or trash from your vehicle. Doggie Stations are for dog waste only.

*[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.09. Litter.]*

XXII. Peepholes. Each Unit is permitted to install one standard (1) peephole in their front door. The peephole is to be no larger than a U.S. Quarter. Each Unit is additionally permitted to install one (1) doorbell camera, not to exceed 8 inches by 8 inches, attached to the frame of the door. No other security devices are permitted at the front entrance.

*[CCR, Article. 19. MAINTENANCE & REPAIR PROVISIONS 19.1.3. Painting and Board Approval]*

XXIII. Lanais and Windows.

- A. No article, including but not limited to cloth, clothing, rugs or mops shall be hung or shaken from the doors, windows or Lanais of the Units or placed upon the outside window sills of the Homes. No bicycles shall be permitted on the Lanais or left within any entryways.
- B. Food and beverage may not be prepared, except in the Home. No charcoal, propane, electric grills are permitted on the lanai. No oil fryers, air fryers, electric fryers are permitted on the lanai. (Section 678 Fire Protection)
- C. The Lanai is not to be used for storage of toys, bicycles, equipment, strollers, mops, brooms, boxes,

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trash, etc. The only items approved to be on the lanai is 1 (one) outdoor table and 2 (two) outdoor chairs. Board approval is required to install ceiling fans, lights etc. on the lanai. Only outdoor furniture is to be placed on the lanai. No bird feeders or bird baths.

- D. Nothing shall be dropped, thrown, swept or otherwise expelled from any window, door, balcony or terrace.
- E. All loose or moveable objects shall be removed from balconies upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind.
- F. Balconies, windows, terraces, and doors shall not be altered from the condition in which originally constructed, including without limitation alteration, painting, screening or installation of reflective materials unless pursuant to the Declaration of Condominium, Articles of Incorporation and Bylaws of the Association.
- G. No carpet or other floor coverings are permitted on lanai, only one (1) doormat is permitted, not to exceed 24 inches by 36 inches. Under no circumstance shall a Unit Owner be permitted to install any floor covering on his or her lanai.
- H. Patio pavers are subject to Board Approval. Unapproved, unsightly, poorly maintained and/or pavers deemed unsafe by the Association will be removed at the expense of the Unit Owner.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.1. Single Family Use]*

*[CCR. Article 17.15. Hurricane Season.]*

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.9. Clotheslines]*

*[CCR. Article. 19. MAINTENANCE & REPAIR PROVISIONS 19.1.3. Painting and Board Approval]*

**XXIV. Hurricane Preparedness.** Hurricane or other protective devices visible from outside a Unit shall be of a type approved by the Association. Panel, accordion and roll-up style hurricane shutters, if approved, may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or closed up to seventy-two (72) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the cessation of a hurricane watch or warning or as the Association may determine.

Each Resident who plans to be absent from his or her Home during hurricane season must prepare his or her Unit prior to his or her departure by removing any satellite dishes or antennas and all furniture, potted plants and other movable objects from his or her Lanai or entranceway. Residents should also designate a responsible firm or individual to care for his or her Unit should the Unit suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

*[CCR. Article 17.15. Hurricane Season.]*

**XXV. Parking and Vehicle Policies.**

- A. Speed Limit. Speed limits within the Condominium Property are limited to 15 mph. Drive carefully and watch out for children.
- B. All Stop and Yield signs are to be followed as posted.
- C. Only gas scooters which are street legal shall be allowed to be operated within Merrill Pines.
- D. No driving on grass or sidewalks. Vehicles are to remain on the asphalt roadway at all times.
- E. Except in an emergency, a Unit Owner or Resident shall not cause or permit the blowing of any horn from any vehicle which is under their control.
- F. Parking. Parking areas adjacent to sidewalks are only intended for the parking of operable passenger





automobiles and vans, motorcycles, pick-up trucks of three-quarter ton capacity or less and mopeds (collectively "Permitted Vehicles").

1. Commercial & Recreational Vehicles. No commercial vehicles, semi-trucks, box trucks, boats, trailers, motorhomes, campers, non-operable vehicles or other vehicles or objects shall be parked on the Condominium Property. The foregoing does not prohibit the temporary and occasional parking of service trucks while performing service calls, moving vans and additional vehicles of Visitors or Guests.
  - a) A "Commercial Vehicle" is defined as any non-passenger vehicle having the name, logo or telephone number of a company or business and/or:
    - (1) Any vehicle with roof racks for the purpose of holding equipment or supplies to be used for commercial purposes.
    - (2) Any vehicle with commercial equipment affixed to the exterior portion of the vehicle.
    - (3) Any vehicle requiring a Class C driver's license to operate.
    - (4) Any vehicle weight 10,000lbs or more.
    - (5) Any vehicle used to transport hazardous waste.
    - (6) Any vehicle designated to transport more than 15 passengers. (Fl. St. 316.003(66))
2. No vehicle is to be stored on the Condominium Property. Vehicle owners must report to Management, in writing, if they intend on leaving a permitted vehicle for a period of time to exceed 30-days. Vehicle owner will be instructed as to where the vehicle is permitted to remain parked for the allotted period of time.
3. No Owner or any other person may repair, or store, or place on blocks any motor vehicles (including Permitted Vehicles) on the Condominium Property. Provided however, the foregoing shall not prohibit emergency repairs necessary to move a Permitted Vehicle.
4. Assigned parking spaces are for the exclusive use of the unit it is assigned to. The owner of the assigned space may have any vehicle parked in their space towed at the vehicle owner's expense.
5. All vehicles must have current DMV issued tags displayed.
6. All resident vehicles are to have Merrill Pines Parking Decals issued to them and affixed in the approved location.
7. Unsightly Permitted Vehicles (as determined in the absolute discretion of the Board of Directors) must be parked in parking areas designated by the Board of Directors.
8. No vehicles shall be parked so as to impede ingress to or egress from other parking spaces, drives, roads or building entryways. Permitted passenger vehicles must fit completely within a parking space, not to extend over the sidewalk and not to extend into the roadway past the parking stall lines. Any permitted passenger vehicle which cannot fit wholly within a parking space, the vehicle must park in the designated 'Oversize Vehicle Parking Area', identified by the yellow parking stalls, located near the clubhouse.
9. Resident Vehicles, as identified by Parking Decal, may not be washed in spaces adjacent to any building or sidewalk or within 30 feet of another parked vehicle.
- G. The Board of Directors may prohibit from the Condominium Property or restrict to designated areas any vehicle that produces excessive loud sounds as determined in the sole discretion of the Board of Directors. The foregoing includes by way of example, motorcycles, cars or trucks with modified exhaust systems designed to emanate louder than normal operating sounds and vehicles with audio systems that can be heard outside of the vehicle when the windows are closed.



*[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.11. Vehicles.]*  
*[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.2. Nuisance.]*

#### XXVI. Playground Rules.

- A. Playground times as posted.
- B. Children must be accompanied by an adult at all times.
- C. No alcoholic beverages will be permitted in the playground area.
- D. Playground equipment will be used in the manner for which it is intended. Any damage to playground property by a Unit Owner, family member, Guest invitee or lessee will be the responsibility of the Unit Owner.
- E. No loitering will be permitted in the playground area.

*[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.18 Board's Rule-Making Power]*

XXVII. Swimming Pool Rules. All Residents may use the swimming pool area. Since many people are using the pool, Residents must be considerate of the rest of the Residents in the matter of inviting Guests. Guests will not be allowed in the pool or even in the pool area unless **accompanied** by the Resident who has invited them. Children cannot invite Guests at any time.

- F. Pool Hours are as posted.
- G. Children under the age of 18 must be accompanied by the Resident of record, who assumes full responsibility for such children.
- H. Pools are for use by Residents and must accompany their Guests. Maximum of 4 Guests per unit. Maximum of 6 total persons per Unit.
- I. An individual Resident may not use pools for parties; only the Association as a group, may have pool parties.
- J. Shower before entering the pool (Duval County Health Department).
- K. No diving- no running- no horseplay- no rafts- no toys - no scuba tanks.
- L. No glass or Styrofoam containers. You may use plastic cups or cans, as long as they do not go into pool. No food or snacks of any kind are allowed. (Duval County Health Department) Trash must be placed in provided trash receptacles.
- M. Appropriate swimming attire required (for example, no cutoffs, no street clothes, and no diapers). Babies must be in swim diapers and appropriate swim attire while in the pool. (Board of Health regulation)
- N. No animals in the pool area.
- O. No skates, in-line skates, skateboards, scooters, bicycles (or similar toys) and no balls of any type allowed in pool area.
- P. Keys are necessary to gain access to the pool. These keys are obtained by a request to an authorized representative.
- Q. The pool is not to be used to wash or clean any items, such as furniture, sports equipment and clothing.
- R. The Unit Owner assumes full responsibility for all persons allowed access to the pool area by virtue of his/her key - regardless whether such persons are under or over the age of 18 and regardless whether such persons are a Resident or Non-Resident.
- N. Swim at your own risk. No lifeguard on duty.
- O. All non-proficient swimmers are permitted to use flotation devices to aid in swimming.

*[CCR, Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.18 Board's Rule-Making Power]*



XXVII. Leasing and Occupancy Limits. The leasing of Units is permitted subject to reasonable regulation by the Board. All leases shall have a lease term of no less than six (6) months. All Unit Owners leasing their unit must provide a copy of the Rules and Regulations to their Tenant. A written copy of the lease and the 'Tenant/Owner Information Form' must be provided to the Association within 14-days of execution of said lease. Until the Tenant Information Form is returned to the Association, the tenant will not be issued parking decals, nor will they be issued keys or key cards to access the recreational areas. Every lease agreement shall include, but not limited to the following information:

- A. The full name of each tenant and/or occupant.
- B. The number of adults and children occupying the Unit.
- C. The lease term
- D. Make and Model of their vehicles
- E. Description of any pets, including the number, size, breed and name
- F. A clause stating: "Tenant has received a copy of and must abide by the current Rules and Regulations of Merrill Pines."

Pursuant to §718.116(11), Florida Statutes, "If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay to the association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the association. The tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit."



Each Unit Owner is responsible for assuring compliance with the Declaration and the Rules and Regulations, and any violation by a Tenant may be considered to be a violation by the Owner. Guests/non-family and or family members and Residents of house Guests, residing, staying or sleeping in a Unit for more than thirty (30) consecutive days, should have a lease or other documentation to reside on the premises even if they are not required to pay rent. The number of unrelated Adult Renters is not to exceed three (3) for a two-bedroom Unit and four (4) for a three-bedroom unit. The total number of persons living in a unit at any given time is not to exceed four (4) persons for a two-bedroom unit and six (6) for a three-bedroom unit.

Failure to provide the Association with a copy of the executed lease, within 14-days, may result in Fines to the Unit Owner. Renters are not permitted to have satellites.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.1. Single Family Use]*

**XXVIII. Pet Policies.** A Unit Owner and/or Resident is permitted to keep up to two (2) dogs/cats (2 dogs, or 2 cats or 1 of each), or up to three (3) dogs/cats provided the combined weight of all three animals does not exceed sixty-pounds. Under no circumstances will any dog whose breed is noted for its vicious or ill- temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweilers, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No illegal or exotic pets (exotic fish excluded) or any animal of any kind which as venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Condominium Property.

- A. Pets may not be kept, bred or maintained for any commercial purpose.
- B. Any pet must be temporarily caged, carried or kept on a leash outside of a Home.
- C. No pets shall be kept outside of a Home or on any Lanai, unless someone is present with the animal.
- D. Residents, Visitors and Guests shall immediately pick up and remove any solid animal waste deposited by his pet. Dog Waste Stations are positioned throughout the community.
- E. Residents, Visitors and Guests shall indemnify the Association and hold it harmless against any loss or liability of any kind of character whatsoever arising from or growing out of having any animal within the Condominium Property.
- F. If a dog or any other animal becomes obnoxious or a nuisance to other Residents by barking or otherwise, the Unit Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Unit Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property.
- G. All dog owners are responsible for ensuring that their pets exhibit well-mannered behavior at all times. While we do enforce restrictions based on breed, any dog displaying aggressive behavior or posing a threat to the safety of residents may be subject to further evaluation and potential action.

*[CCR. Article 17. OCCUPANCY AND USE RESTRICTIONS. 17.4. Animals]*

