

UNIT THREE RESIDENT HANDBOOK

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Introduction

Welcome to the Mainlands of Tamarac By-the-Gulf, one of Florida's most unique and well maintained condominium communities. The material that has been compiled for use in this handbook is intended to provide you with information that can make living in the Mainlands as pleasant as you expect it to be.

The Mainlands community, of which you are now a member, is composed of 1,937 individual tracts. The community is divided into seven individual Associations, usually referred to as Units 1, 2, 3, 4, 5, 6, and 7. Each Association has its own Board of Directors, commonly referred to as the Home Owner's Board (HOB). The Board of Directors of Unit Three is comprised of Unit Three owners (volunteers) who are elected for two year terms at the Annual Meeting. The Unit Three Annual Meeting is held in October. The Board of Directors meets monthly to discuss the operation of the community and devise policies for operation of the community as well as solving residents' requests. Association Meetings are open to all Unit Three owners.

We are individual owners of our houses and lots, but because Mainlands is a condominium, all 353 Unit Three owners share the cost of exterior maintenance of houses, lawns, streets, sidewalks, sewers, Clubhouse, swimming pool, shuffleboard courts and common use areas. We also share the many social activities offered by our Social Club. This handbook will answer many of the questions you might have regarding Mainlands, as well as point out the various rules and regulations that all the Unit owners are required to follow.

Should you have questions that are not answered in this handbook, we suggest you contact your on-site Property Manager's Office who will be happy to assist you. Please read this handbook from cover to cover and keep it handy for referral.

Important: This Unit Three Resident Handbook and the Clubhouse keys belong in the house and must be left for the new owners if you should sell your Unit. There is a \$10 charge for new or additional clubhouse keys.

Notice that throughout this handbook, wherever the masculine singular form of the pronoun is used, it shall be construed to mean the masculine, feminine or neuter, singular or plural, unless the context otherwise requires. Should any of the provisions herein contained be or become unenforceable at law, or in equity, the remaining provisions of this instrument shall, nevertheless, be and remain in full force and effect.

Unit Three maintains a website www.themainlands.com. Among other things, a current copy of this book with the *Bylaws* and the *Declaration of Condominium* are posted on that website.

In May 2016, several changes were made in the *Rules and Regulations* and the *Unit Three Construction Code* Sections to concur with changes approved at HOB

meetings since the last Handbook re-issue in 2013. At the HOB meeting on April 28, 2016 it was decided by the HOB to not update the paper version of all the resident's Handbooks but rather maintain the online version with all ongoing updates from this date forth. The address for the online edition is <http://www.themainlands.com/unit-3/unit-3-documents/>. Paper copies of these and future updates will be available for those residents who request them. A completely up-to-date copy of the Handbook will be maintained in the Clubhouse office for residents to reference.

Sections of this book that were changed in the May 2016 release are highlighted in gray for easy reference.

Homeowners' Association Terms

1. Homeowners' Association

The Homeowners' Association is a non-profit corporation formed under Florida Law. Each owner of a tract in Mainlands automatically becomes a member of the respective Association upon purchase of the tract.

2. Board of Directors

The administration of the Association's business and management is carried out by the Board of Directors of the Association. Board members (volunteers) are elected by Association members each year at the Annual Homeowners' Association Meeting. All members are notified in writing of the time and place of the meeting. The Board of Directors is sometimes referred to as the Homeowners' Board (HOB).

3. Annual Meeting

At the Annual Meeting, the members of the Homeowners' Association elect successors for the Board members whose terms are expiring. On even-numbered years, three Board members are elected for a two-year term, and on odd-numbered years, four Board members are elected for a two-year term. The new Board then elects its officers (President, Vice President, Secretary and Treasurer) within 48 hours of the Annual Meeting. The officers serve in that capacity for a one-year term.

4. Annual Budget

Each year your Board of Directors compiles and adopts an annual operating budget. The amount of the budget is determined by considering projected expenses for the next year. The Board and the Property Manager estimate what costs will be, considers the condition of our properties, and determines the cost for replacement and repair as needed. The amount of the annual budget adopted by the Board of Directors determines what your monthly assessment will be. Each Unit owner pays a maintenance fee determined by his pro-rated share of ownership of the community's properties based on tract size and type. The pro-rated share is designated in the *Declaration of Condominium*, as recorded in the property records of Pinellas County.

5. Mainlands Master Association

The Master Association was formed in order that matters of common interest (i.e. those contained in the Common-Use Agreement, as well as others) could be discussed and information coordinated on a regular basis. The President, Vice President and Treasurer of each Association represents its Unit at regularly scheduled meetings, which are held in January, March, May, July, September and November.

6. Common Property

All of the property comprising Mainlands, not owned by Unit owners, is owned by the respective Associations. This includes: Streets, Water Systems, Sidewalks, Irrigation Drainage Systems, Lakes, Storm Drainage Systems, Sea Walls, Medians, Sewer Systems and Front Entrance to Mainlands of Tamarac by-the - Gulf. This ownership gives the Master Association complete control of the community. It also places the responsibility for repair and maintenance of the Common Property on the Associations. The full cost of maintenance is borne by each Association and is paid through your monthly maintenance fee.

7. Common Use Agreement

Many of the elements which make up our community are shared by and serve the community at large. Some of these are located within the geographic confines of each Association's property. In order to provide continuity of operation and establish an equitable cost sharing basis, the Associations of Units 1-5 inclusive entered into an agreement called the Common Use Agreement. This agreement sets forth those areas and items which are included, and establishes a cost sharing method on a prorated basis computed on the number of tracts in each Unit. For complete information, see Common Use Agreement on file in the Property Manager's Office.

General Information

1. Electric

Your home is individually metered. You are billed directly by the electric company for the electric energy you use in your home. Electricity for street lighting, front entry signs, sprinkler pumps, swimming pool pumps, and the Clubhouse is paid for by the Association and is part of your monthly maintenance fee.

2. Recreation Area

Unit Three has its own recreation area which includes a Clubhouse containing meeting rooms, a stage, a full kitchen, and a library. The area also has a large swimming pool, shuffleboard courts, medical shed, and outside cooking facilities. The Association has a full schedule of social events which is posted on the calendar bulletin board in the Clubhouse. Social events are administered by the Unit Three Social Club, a sub-committee of the Unit Three Homeowners' Association, and are provided for the benefit of all Unit Three residents.

3. Sale, Rental, or Transfer of Ownership

3.A. When you sell, transfer, or rent your Unit either yourself or through a realtor, the new purchaser, transferee, or tenant must be approved by the Board of Directors through an interview process with the Secretary of the Board and a Director. You must contact the Property Manager's Office to obtain a "Request For Approval of Ownership Transfer and Voter Representative" form. You must complete the "Request For Approval" form and contact the Unit Three Secretary of the Board to schedule an interview. Once the interview is scheduled, you must deliver, at least ten business days prior to the interview, the original completed form, a check in the amount of fifty (\$50) dollars for the processing fee, payable to "Mainlands of Tamarac, Unit Three", and a copy of the driver's licenses of all occupants of your Unit. If you are renting or leasing your Unit, a copy of the Lease or Rental Agreement must be provided as well.

3.B. During the interview, new owners and all occupants must be present and will be presented with a contract to sign attesting that they have read and will abide by the contents of this Handbook, the Condominium Rules, and the By-Laws. In the event the Seller, Transferee, or Landlord will not be attending the interview, the "Request For Approval" form may be signed by them prior to the interview.

3.C. Upon completion and acceptance of your interview, you will receive a copy of the "Request For Approval" form signed by two Board Members for delivery to your Title Company or Realtor that same day. If any documentation is lacking, an approval will not be completed and a second interview would be scheduled.

4. Additional Permanent Residents

When you are contemplating having additional permanent residents in your home, these residents must be interviewed and approved by the Homeowners' Board prior to their occupancy. You must contact the Unit Three Secretary of the Board to receive instructions for an application and to schedule an interview with the Secretary and a second member of the Board.

5. Utility Bills

There is one master water meter for the entire Mainlands of Tamarac By-the-Gulf community. All potable water entering the community passes through this meter. The City of Pinellas Park reads the meter monthly and sends a bill to the association. The water bill is computed by the City by taking the amount of the monthly consumption and dividing it equally among all 1937 Mainlands Unit owners. The City of Pinellas Park adds a charge for sewer service and garbage collection to each of the bills rendered. The monthly water bill is included in your association fees as of 2024

6. Homeowners' Insurance

Refer to the *Declaration of Condominium*, Page 10 regarding insurance and reconstruction. If you have questions about the type of policy you need, please contact your insurance company and be sure to inform them that your home is a "single family" residence, not a "connected" or "stacked" condominium. The Declaration of Condominium on Page 10 states that homeowners must have insurance in place to reconstruct the home or repair damage to the home. The insurance should be Policy Form HO3 which covers the structure of the home. If you have questions about the type of policy you have, please contact your insurance company.

What Your Monthly Maintenance Fee Covers

Your monthly maintenance payment is due on the first of every month and is needed for operational purposes. Anything postmarked after the fifteenth (15th) of the month will be considered late. Florida Statute 718.116 allows imposition of a penalty for late payments.

Checks are payable to Mainlands of Tamarac Unit Three and mailed, along with a maintenance fee coupon, to the bank. If you do not have the bank name and address, you can call the Property Manager's office for the current information. All checks must bear your Unit number, Block number and Lot number.

Automatic withdrawal from your bank for payment of monthly maintenance fee is **recommended**. Contact the Property Manager's Office for details.

Your Association is responsible for maintaining nearly everything you see in the community. It is important to remember that many of these items are on maintenance and replacement schedules and are taken care of as they come due. It is the HOB's responsibility to set maintenance schedules and determine the amount of work to be performed. The interior of your home is the responsibility of each owner.

Important: Each Unit owner is responsible for the maintenance, repair, and replacement of all windows, window screens, doors, garage doors and gutters.

The monthly fee covers items as follows:

1. Electricity for Common Elements

This pays for utilities such as streetlights, the entry lights at the main front entrance of Mainlands of Tamarac By-the-Gulf, lights and air conditioning at the Clubhouse, electricity for pool accessories and irrigation pumps and motors.

2. Exterior Repairs

From time to time, you may note small "hairline cracks" on your exterior walls. These cracks are normal and do no damage to your home. If you note a large crack (more than one-eighth (1/8) inch wide), please report it to the Property Manager's Office so an inspection can be made. If a repair is necessary, it will be scheduled.

3. Exterior Walls

Exterior walls will be pressure washed as deemed necessary. Sealing and painting is done on a regularly scheduled basis. (See Schedule posted in the Clubhouse).

4. Insurance

All of the common properties are insured against loss due to fire, storm and other risks. The Association maintains liability insurance on the common areas and officers and directors.

5. Sprinkler System

The Association operates and maintains an irrigation system throughout the entire community. The system is designed to augment rainfall and not to replace it. Each yard is normally scheduled for watering as permitted by the appropriate governmental body having jurisdiction. If you note broken or plugged sprinkler heads or any other malfunction, report it to the Property Manager's Office.

6. Lake and Weed Control

Licensed contractors are paid to maintain the quality of the water in our lakes. Sea walls also must be repaired as needed.

7. Lawn Maintenance

This includes mowing, edging, and spraying your lawn, the main front entrance of Mainlands of Tamarac By-the-Gulf, the medians on the Boulevard and the recreation area around the Clubhouse.

8. Sod Replacement

The Association is responsible, to the extent that the budget permits, for the replacement of dead and weed infested grass in your lawn. The Board determines which lawns will receive new sod. This determination is based on budget constraints and need, with the lawn in poorest condition being given priority.

9. Painting

Painting of the home exterior is done on a regular basis as described in the Construction Code section.

Important: Do not attempt to paint the exterior walls of your home. Contact the Property Manager's Office for more information.

10. Paving

All streets, curbs and sidewalks within the boundaries of Unit Three are owned by Association members and must be maintained by the Association. Streets and sidewalks are paved and repaired as needed. The Association has set up a "reserve" account for the major expense of paving and repair.

11. Pool Heating and Maintenance

The swimming pool is heated depending on weather and budget constraints. Chemicals and cleaners to maintain the water quality of our pool as well as replacement parts for pumps, valves, filters and pool deck area are part of the routine maintenance.

12. Potable Water Lines

The Association is responsible for the waterline as described in the Construction Code.

13. Professional Fees

The Association pays legal and auditor fees pertinent to the Association.

14. Recreational Area

The association pays for the maintenance and repair of the Clubhouse and the surrounding area including the pool, shuffleboard courts, and other common areas.

15. Roof Repairs

15.A. The tile roof and flat roof on each home is repaired and/or replaced as needed.

15.B. Repair or replacement of the tile roof and flat roof due to normal wear and tear is at the expense of the Association. For the exception to this provision refer to Construction Code "Section 3. Procedures." Repair or replacement of the tile roof and flat roof due to catastrophic damage is the responsibility and at the expense of the Unit owner.

15.C. Roof leaks must be promptly reported to the Property Manager's Office. Repair of interior damage is at the expense of the Unit owner.

15.D. Walking or stepping on your roof can and often does do considerable damage. You are advised NOT to walk on your roof for any reason!

16. Roof Washing and Painting

The tile roof on each home is washed and painted on a regular schedule.

16a. New tile roofs tile color will be either Royal Palm (light grey), Boca Cream (light tan) or Floridian blend (brown, grey blend) or equivalent colors based on supply. At the time of roof replacement, the homeowners will have the option to choose the tile color from these three options. If the homeowners is unreachable for more than fourteen (14) days, the default color will be Royal Palm (light grey). White tiles will still be washed and painted on a schedule determined by the Board. The color tiles will be pressure washed only on a schedule determined by the Board.

17. Sanitary Sewer Lines

The Unit owner is responsible for the lateral sewer line from the house as described in the Construction Code section.

18. Storm Drainage

The storm drainage system is maintained at Association expense.

19. Taxes and Permit Fees

The Association pays taxes and permit fees for operation of the Condominium.

20. Management Office

Mainlands Units One to Five inclusive contribute to the cost of the base of operation. This includes storage space for equipment and vehicles, repair and maintenance of such vehicles, and the Office for Management personnel. The Association contracts with the Property Manager who oversees and handles the daily operations.

21. Cable Television

The Association pays for basic cable television. When you contact the cable company to activate your service, inform them you are a Mainlands resident. Any additional services such as internet, phone, or paid channels are your responsibility.

Rules and Regulations

Continued success of our community depends on our ability to govern ourselves and our desire to maintain the high standards we have set for the community. The Board of Directors can, and does, enforce the rules and is empowered by Florida Law to assess fines to gain compliance with the Rules and Regulations.

The Construction Code contained later in this book requires that all exterior building changes and inside structural changes must be approved before any alterations are made. A Property Alteration Application may be obtained at the Property Manager's Office. If in doubt, please contact the Property Manager's Office before starting any work

1. Antennas

One satellite dish per Unit may be attached to the rear wall or side wall not facing the street. No other exterior antenna, aerial, or satellite dish antenna shall be erected, maintained or operated upon any of the condominium property, buildings, or structures located thereon, and the erection of the same is prohibited. An approved exterior alteration request is required prior to installation.

2. Clotheslines and Poles

All outdoor clothes drying activities are restricted to the rear yards and, in the case of Units with streets bordering two sides, to that portion of the rear yard thereof which is more than twenty-five (25) feet from the edge of the street. All clothes poles shall be capable of being lifted and removed by one person in one minute's time.

3. Damage Responsibility

The Association shall not assume nor accept responsibility for any damage or injury to the house or persons which is caused by work done by a licensed or unlicensed handyman or any other person.

4. Dress Code

Proper attire must be worn in the Clubhouse at all times by Unit owners, their guests, invitees and family. Proper attire shall be defined as to require shirts and shoes. Access to the swimming pool for owners and guests in swimming attire is via the side gates in the pool fence and not through the Clubhouse.

5. Estate/Relocation Sale and Yard Sales

5.A. Estate/Relocation Sale: Written application for a sale of property included in a decedent's estate or owned by a resident or tenant who moves or relocates outside of Unit Three must be made to the Property Manager at least five (5) days prior to the sale. The sale may be held for no more than three (3) consecutive days, **with No sales on Sunday**. Sales must be held within the house. Nothing is to be sold outside and the garage door must be closed except to remove large items. Failure to apply to the Property Manager for a permit to hold a sale may result in a substantial fine.

5.B. Yard Sales, sometimes referred to as Garage Sales, are prohibited on an individual basis. Periodically, a Yard/Garage Sale may be authorized by the Homeowners' Board on a unit-wide basis. The authorized Sale date will be announced well in advance of the Sale. A small advertising fee may be imposed upon those participating. Sale items must be constrained within the Unit owner's property lines and not obstruct the sidewalks.

6. Feeding of Wildlife

Outdoor feeding of wildlife, birds, or animals of any kind is strictly prohibited pursuant to Pinellas County Animal Services, Chapter 90, Section 60/50.

7. Houses

Each dwelling Unit shall be used as a single family residence only. There shall be no more than four (4) residents in any one home. No one under the age of forty (40) can become a resident and a resident Unit owner must be 55 years of age or older. Visitors shall be limited to stays of not more than sixty (60) cumulative days per calendar year.

8. Neighborhood Awareness

We should be informed, caring and responsive residents. If you see any suspicious activity, call the Pinellas Park police "at the non-emergency number of (727) 541-0758 or the Mainlands office at (727) 573-5670. DO NOT CALL 911 unless it is an emergency.

9. Pets

- A. Each residence will be permitted 2 domestic animals. (See definition)
- B. Must be licensed/registered with Pinellas County Animal Services or at place of primary residence and proof of license upon request.
- C. No pet weight requirement.
- D. Pets must be on a leash and under control when outside residence at all times.
- E. 5Pet waste must be picked up and disposed of properly.
- F. No pet is to be tethered or left outside unattended.
- G. No aggressive animals will be permitted. (See definition)
- H. All nuisance/dangerous animal incidents must be reported to Pinellas County Animal Services and Mainland's Management office.

- I. Visitors will follow Unit 3 Rules: Visitors may have up to 2 pets with no weight limit. Pet owner will follow Mainland's 3 Pet Rules and be prepared to show proof of vaccinations and license upon request.
- J. The Unit 3 Association will follow all laws (city, county, state, and federal) in respect to Service animals and Emotional Support animals.

BITING INCIDENTS WILL BE IMMEDIATELY REPORTED TO PINELLAS COUNTY ANIMAL SERVICE AND MAINLANDS MANAGEMENT OFFICE.

*Domestic Animals - Article II Section 5-201 of the municipal code. Domestic animals are identified as animals that are routinely kept for personal use or enjoyment, which are not exhibited to the public, nor raised for commercial purposes or profit. Domestic animals shall include dogs, cats, mice, hamsters, rabbits, birds, and similar animals that are owned by and raised for the personal enjoyment of the residents of the household where kept, or any other animal deemed appropriate by the City Manager or his designee.

*Aggressive Animals- Article II Section 5-201 of the municipal code. Aggressive animals are identified as an Animal - dangerous or vicious: Any animal, whether wild or domesticated that has aggressively bitten, attacked or endangered, or has inflicted severe injury on a human being on public or private property; has more than once severely injured or killed a domestic animal while off the owner's property; has been used primarily or in part for the purpose of fighting or trained for fighting; or has, when unprovoked, chased or approached a person upon the streets, sidewalks, or any private property other than the private property of its owner or public grounds in a menacing fashion or apparent attitude of attack.

10. Planters

Planters that are part of or attached to the house and become cracked or broken must be repaired, replaced, or removed at the Unit owner's expense. Any repair or replacement must be done so as to put the planter back to its original condition or appearance. If a planter is removed the wall behind the planter must be inspected for any repairs necessary at the owner's expense. A Property Alteration Application for this work must be obtained from the Property Manager's Office.

11. Property Regulations

No immoral, improper, offensive or unlawful use shall be made of the Condominium, or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

12. Property Impediments

No fences, hedges, trees, flag poles, or other impediments shall be placed or planted upon the Condominium property without first obtaining a Property Alteration Application from the Property Manager's Office. The placement of objects in the yard is critical to avoid water lines and property lines and to ensure adequate clearance for lawn maintenance equipment four (4) feet minimum. A proposed layout sketch with dimensions shall be provided to obtain the permit.

13. Signs & Flags (updated 9/19/2024)

13a. Sign Display

1. "Residents may only display Home for Sale or Rental Real Estate Signs" and Estate Sale Signs.
2. Real Estate Signs shall be restricted to one sign per home, size 36" x 36", and said sign shall be displayed in a front window. An additional sign is permitted for corner lots (front and side) and for homes abutting the golf course (front and rear)."
3. Signs displayed for an Open House or Estate Sale will only be permitted on the day(s) of the occurrence. An arrow sign designating direction may be placed on the median. Within the arrow, one may indicate whether it is an Open House or an Estate Sale. At the front entrance to Mainlands, a sign may be posted listing the address of and the type of occurrence. Resident Estate Sales are only permitted when a resident moves or is deceased.
4. An Estate Sale may be held for no more than two consecutive days. All signs must be removed by 5:00 PM on the final day of the sale. See Rule 5A on page 16 of the Handbook regarding Estate/Relocation Sale and Yard Sales.
5. Signs for Yard, Garage, Sidewalk, and Lawn Sales or any similar projects are prohibited except when organized as a Unit 3 event and approved by the BOD. See Rule 5B of the Handbook regarding Estate/Relocation Sale and Yard Sales.
6. Members shall consult the Mainlands Office to fill out an Application and receive Approval to ensure they are meeting detailed Association guidelines contained within the applications.
7. Unit 3 Community sponsored event signs can be displayed on common property up to 5 days prior to the event (such as clubhouse grounds and medians). Signs must be professionally printed on Corrugated Plastic 24" x 18" with a metal H" Stakes. The Board of Directors maintains approval authority for community sponsored event signs.

13b. Flag display

1. Homeowners are permitted to only display the United States Flag, Country Flags, State Flags, U.S. Military Flags, MIA/POW Flags, First Responder Flags, Sport Team Flags & Seasonal, Holiday, & Ornamental Flags. Flags must be displayed in a respectful manner following the U.S. Flag Code. This also applies to Banners, Streamers, Pennants and Garden Flags.
2. Flags must be displayed on a Residential Flagpole (no taller than 20 feet) installed in the ground or on a Wall Mount Flagpole attached to the block wall of the home. Flagpoles must be made of non-corrosive materials and must be installed to comply with building codes.
3. Flag size not to exceed 4.5 feet x 6 feet. A maximum of two flags may be flown on a Residential Flagpole. When displaying the United States Flag with another flag on a flagpole, the United States Flag must be placed in the top position.

4. 4. Banners, Streamers, Pennants and Garden Flags can be displayed on a Garden Flag Stand, securely planted in the ground and may be no larger than 12" x 18".

14. Speed Limit

A speed limit of 25 miles per hour is enforced in Mainlands.

15. Exterior Changes

No exterior changes or alterations of any kind shall be made to any Unit without first obtaining a Property Alteration Application from the Property Manager's Office in accordance with the Construction Code on page 30, paragraph 3, *Procedures*, of this Handbook. Completed alterations must be reported to the office so a final inspection by the Alteration Director can be scheduled.

16. Containers

All rubbish and trash containers, oil and gasoline containers must be concealed from public view.

17. Landscape Trees/Plantings

17.A. REMOVE - Unit owners desiring to have any trees/plants removed must obtain a Property Alteration Application from the Property Manager prior to starting work. Vendor will advise if a Permit from Pinellas Park is needed. Trees/plants must be removed below the ground level and the area sodded or landscaped. This work shall be done at the Unit owner's expense.

17.B. INSTALL - All installations of landscaping trees/plants outside the perimeter of existing flower beds and boxes must obtain a Property Alteration Application from Property Manager prior to starting work. Vendor will advise if a Permit from Pinellas Park is needed. Please be specific in your choice of trees/plants on your alteration request. The Alteration Director will be reviewing the growth patterns and root systems in regard to how the plants/trees affect the underground irrigation system, sewer system, etc. If the root system of the plant you have chosen is invasive we will bring this to your attention in order to prevent future problems such as damage to driveways, tiles, border stones and home foundations

17.C. Unit owners desiring to have large trees/plants, 20 feet or more in height, installed, removed, or trimmed, which will require trucks with hydraulic leveling posts, lift buckets, wood chipper equipment, extension ladders, use of electric or gas powered saws, or any equipment that will block any part of Mainland's roads, must obtain a Property Alteration Application from the Property Manager and have the application approved prior to starting the work. Vendors are required to advise if a city permit is required. Vendors must provide adequate orange cones and personnel to safely direct traffic while performing the work if their equipment impedes the flow of traffic. (added 1/26/2023)

18. Use of Premises

Condominium Units may not be used for any business or commercial purpose and no resident commercial vehicle shall be kept on the Unit Three Condominium property at any time.

19. Walking on the Streets

Residents and guests who use the streets for their exercise are urged to keep to the side of the street facing traffic and to step to the sidewalk or edge of the street to allow oncoming traffic to pass through safely.

20. Soaker/Drip hoses

Soaker and drip hoses are not allowed for watering.

21. Yard Work

Any outside yard work, exclusive of lawn care, is the responsibility of the Unit owner who must maintain such yard areas in a clean, neat-appearing condition at all times whether or not the house is occupied. If bushes and trees become too overgrown and disorderly and are not cared for by the Unit owner, the Association has the right to have the work done and collect the cost thereof from the Unit owner.

22. Commercial Vehicles

22.A. The Mainlands of Tamarac By-the-Gulf is a residential-only community. None of the Units may be used for any business or commercial purpose. In order to maintain the residential esthetics of the community, Unit Three has rules regarding the types of vehicles allowed on the Condominium Property.

22.B. No commercial vehicle, shall be kept on the Unit Three Condominium property at any time. A commercial vehicle is defined as:

22.B.1. All vehicles of every kind whatsoever, which from viewing any portion thereof, interior and/or exterior, shows or tends to show any commercial markings, signs, displays, equipment, inventory, apparatus, or which otherwise indicates a commercial use. This includes, but is not limited to, buses, stretched limousines, any vehicle not set up to carry passengers (such as cargo vans without windows), and any vehicle registered as a commercial vehicle. A photograph of your vehicle(s) may be required at the time of the interview for residency approval or, in the alternative, the vehicle(s) may be presented at the interview for verification.

22.C. Sport Utility Vehicles (SUV) and passenger vans, provided they are in a condition substantially similar to that which existed when the manufacturer sold them, are permitted. If any vehicle is modified after sale by the manufacturer, the Board of Directors may determine if the vehicle is a "commercial" vehicle and require its removal from the Condominium Property. Such modifications will be determined on a case by case basis.

23. Definitions

23.A. “Camper” shall be interpreted as meaning: All vehicles, vehicle attachments, vehicle toppers, trailers, or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed, or used for the purpose of camping, recreation, or temporary housing of people or their personal property.

23.B. “Mobile Home” shall be interpreted as meaning: Any structure or device of any kind whatsoever, which is not self-propelled, but which is transportable as a whole or in a section, which is manufactured, designed, marketed, or used as a permanent dwelling. Mobile Homes are not permitted in Mainlands.

23.C. “Motor Home” shall be interpreted as meaning: Any vehicle that is self-propelled, built on a motor vehicle chassis and primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational, or travel use. It shall include vehicles sold as recreational vehicles.

23.D. “Boat” shall be interpreted as meaning: Anything manufactured, designed, marketed or used as a craft for water flotation. It shall include water scooters, wave runners, and jet skis.

23.E. “Trailer” (including its use with the terms “House Trailer”, “Boat Trailer”, and Utility Trailer) shall be interpreted as meaning: Any vehicle or device of any kind whatsoever which is manufactured, designed, marketed, or used to be coupled to, or drawn by, a motor vehicle.

23.F. “All Terrain Vehicle” shall be interpreted as meaning: a small motor vehicle with three or four wheels that is designed for use on various types of terrain – also called ATV.

24. Parking

Florida Statute 715.07 provides that residents or non-residents Vehicles parked overnight on condominium properties (streets or recreation areas) without a Permit will be towed away at the expense of the owner. Unit Three has adopted the following rules:

24.A. “Overnight Parking” is defined as between the hours 12am to 6am.

24.B. No portion of a vehicle may be parked on or extend over a sidewalk or lawn.

24.C. No commercial vehicle shall be kept on the Unit Three Condominium property at any time. A temporary exception to this may be granted by the Board President or Vice President and one other Board member.

24.D. Overnight parking in the Clubhouse recreation parking lots requires a parking permit from the Property Manager's Office. All vehicles, excluding those listed in "Definitions" above, may be parked for a period not to exceed fourteen (14) days per calendar year. A request for extended time must have written approval from the Board President or Vice President and one other Board member.

24.E. If the need for a parking permit occurs when the Property Manager's Office is closed, leave a clearly visible note to that effect on the vehicle dashboard. A permit must be obtained from the Property Manager's Office on the next working day after 8am.

24.F. Campers and Motor Homes may be parked for a period not to exceed fourteen (14) days per calendar year in the large Clubhouse parking lot. The vehicle may not be used as a living accommodation. No extending of room extensions, no use of generator or extended running of vehicle engine permitted. A request for extended time must have written approval from the Board President or Vice President and one other Board member. In the event of a social function at the clubhouse, you may be asked to move your vehicle to allow for event parking and may return after the event.

24.G. Campers and Motor Homes may be parked on the owner's driveway for a period not to exceed twenty-four (24) hours for the sole purpose of loading and unloading. No portion of the motor home may extend over the sidewalk.

24.H. Overnight parking of boats and trailers on Unit Three Condominium property is prohibited unless completely concealed from view by parking them in a garage.

24.I. Overnight parking of any vehicle upon the roadways is prohibited.

24.J. Regular use of the Clubhouse parking lots as a private overnight parking area is prohibited. This includes, but not limited to, "rotating multiple vehicles in the parking lot because of inadequate parking facilities in the resident's unit. **Use of Clubhouse parking lot For Sale of vehicles is prohibited.**

25. All-Terrain Vehicles

All-Terrain Vehicles are not allowed in Unit Three.

26. Tarps

Plastic or equivalent "tarpaulins" may not be used to cover a passenger vehicle while said vehicle is parked in an area visible from the street. Canvas or other "tarpaulins" that are in good condition and designed for covering a passenger vehicle may be used.

27. Fishing

Fishing in the Lakes of Unit Three is prohibited. The Association pays to have grass eating carp added to the lakes periodically. These fish stabilize the ecosystem of the lakes by controlling algae and plant growth.

28. Nuisance Hours

Owners shall not use or permit the use of their premises in any manner which would be disturbing, or be a nuisance to the other owners, or in such a way as to be injurious to the reputation of the property or neighborhood. The hours between 11pm and 7am have been set by the HOB as “quiet hours.”

29. Rule Changes

The Board reserves the right to change or revoke existing Rules and Regulations and to make such additional Rules and Regulations from time to time as, in its discretion, shall be necessary or desirable for the safety and protection of the buildings and their occupants to promote cleanliness and esthetic value to the property and to ensure the comfort and convenience of owners.

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Unit Three Pool Rules & Regulations

Pool Hours are dawn to dusk, seven (7) days per week.

1. There is no lifeguard on duty.
2. No suntan oil permitted in the pool.
3. Must shower before entering the pool.
4. No animals allowed in the pool or the pool area.
5. No glass or breakables allowed in the pool area.
6. No food or liquids are allowed within 4 ft. of pool curb.
7. Children under age 14 must be accompanied by a responsible adult.
8. Do not hang on buoy rope or remove it.
9. Pool capacity is 28 persons.
10. Only diapers designed for use while swimming are allowed.
11. Pool maintenance is done every Monday, Wednesday, and Friday, 8-10 am.
12. ABSOLUTELY NO DIVING OR JUMPING.
13. Audio players may only be operated with headphones.
14. No smoking or "e-cigs" except in the designated area.

Violations

1. Any violation of the *Declaration of Condominium*, *Bylaws*, Construction Code, or Rules and Regulations of the Association may result in the imposition of a fine. In the event of a violation, the Association will send a letter to the offending owner, advising that the situation needs to be corrected and that fines may be imposed.
2. In the event the owner does not correct the situation, a second letter is sent advising the Unit owner that the Board of Directors will consider the imposition of a fine at the next Board meeting. Fines are regulated by the *Declaration of Condominium* and the *Bylaws*.
3. Before a fine can become final, the Unit owner proposed to be fined has the right to a hearing before the Board of Directors.
4. The remedies for violations set forth herein are not exclusive, but the Board of Directors may pursue any other remedy provided by the law.

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Rules for General Use of the Unit Three Clubhouse

1. Residents or groups requesting use of the Clubhouse for new recurring events or meetings must submit a request to the Social Club Board of Directors (BOD). Any events or meetings are considered recurring if they happen on a weekly or monthly basis for a majority of the year. The Social Club BOD will review the request and determine if the events or meetings are suitable. If there is any question to the suitability of the new recurring events or meetings, the Director of the Clubhouse on the Homeowners' Board (HOB) should be contacted for a ruling, and, if necessary, the Clubhouse Director will take the issue to the HOB for a ruling.
2. All events or organized social activities using the Clubhouse must be coordinated by the Social Club BOD by scheduling these activities and determining if there are any special resources required. Only the Vice-President of the Social Club BOD can enter an event or activity on the master calendar on the bulletin board in the Clubhouse. Only the Vice-President or designated members of the Social Club can operate the kiosk in front of the Clubhouse. For any special event sponsored by the Social Club or private party, either an Event Request Form or the Rules for Private Use of the Unit Three Clubhouse shall be completed and submitted to the Social Club BOD for approval.
3. Any furniture, special equipment, or apparatus required for regularly scheduled activities or special events using the Clubhouse must be conveyed to the Social Club BOD at the time of the request. Permission for the storage of these items in the Clubhouse or the medical shed must be obtained by the Director of the Clubhouse on the HOB. Any current furniture or apparatus on the premises is 'grandfathered'. Any signs, objects, or equipment used during events and not approved for storage shall be removed at the end of the event.
4. All organizations current and/or future with regularly occurring events or activities using the Clubhouse that require any support by the Social Club for items such as coffee or tea, the use of the copy machine, or moving furniture shall be assessed an annual fee payable to the Social Club that will be commensurate with the scope of their use.
5. All organizations reporting to the HOB, such as the Social Club, Men's Club and Women's Club with regularly scheduled events or activities using the Clubhouse that collect dues, hold fund raising events or make charitable contributions must submit an annual bank statement to the Treasurer of the Homeowners' Board, primarily for tax purposes. All mailings to these organizations must be directed to the appropriate officer. The Clubhouse address shall not be used for any mailings to these organizations.
6. The furniture in the Clubhouse, i.e. the tables and chairs, can be arranged in a manner to best suit the event or activity. All arrangements must comply with all

fire codes and other restrictions. All unused furniture must be arranged or stored in an orderly and proper manner. Set up time must be approved by the Social Club BOD and shall not infringe on any other scheduled activity. After the event or activity, the furniture must be arranged to the next scheduled event or activity or returned to a standard arrangement within a period of no more than eighteen (18) hours. If the organizer(s) of the event or activity are unable to move the furniture, they must contact the Property Manager's Office at least two (2) days before the event or activity to arrange for a maintenance crew to move the furniture. The cost of the maintenance crew will be accrued by the Social Club. Since our maintenance crews do not work on the weekends, other resources must be obtained to re-arrange the furniture. Diagrams of the standard arrangements are posted in the top kitchen cupboard of the Clubhouse near the refrigerator.

7. The Clubhouse will be left in as clean a condition as found before use. This includes placing all trash in proper cans, placing trash bags in the trash cans, mopping up spills, cleaning, drying and putting any kitchen equipment away. Bathrooms shall be left in proper condition.
8. Resident's use of the facilities is at their own risk. The Association is not responsible for any injuries.
9. Residents or clubs assembling in the Clubhouse are not permitted to discriminate or exclude any residents from attending meetings or social events. The Men's Club shall be open to all male residents and the Women's Club shall be open to all female residents in accordance with the by-laws of each club.
10. Events held in the Clubhouse shall not interfere with the use of the pool or shuffleboard areas.
11. Residents using the Clubhouse shall not create a nuisance in accordance with Section 10.B of the *Declaration of Condominium*.

Rules for Private Use of the Unit Three Clubhouse

1. A Unit owner in Unit Three may reserve use of the Clubhouse for a private party, providing the event honors himself or another Unit Three Unit Owner. Resident hosting a party will be in attendance at the event and be present for the entire event. The event is limited to the use of the Clubhouse and the outdoor gas grill. Use of the pool and other outside facilities is not included.
2. The Unit owner scheduling the Clubhouse for a private party is bound by the rules set forth in the preceding section *"Rules for General Use of the Unit Three Clubhouse."*
3. The Association will be compensated for any damage to the Clubhouse or equipment therein caused by persons at the private function.
4. A non-refundable fee of \$50.00 payable to Mainlands Three for private party use of the clubhouse. (3/27/2025)
5. A \$300.00 refundable damage deposit payable to Mainlands Three is required for the reservation of the clubhouse for private party. This fee may be refunded to the resident after the post event inspection shows no damages. (8/24/2025)
6. An application shall be obtained from the Vice President of the Social Club. The names of the officers of the Social Club are posted on a board located beside the main entrance doors.

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Unit Three Construction Code

1. Definition

Terms not otherwise defined in this Construction Code shall have the meaning thereof set forth in the *Declaration of Condominium* of Mainlands of Tamarac By-the-Gulf, Unit No. Three, a condominium recorded in the Public Records of Pinellas County, hereinafter sometimes referred to as the Declaration, filed pursuant to Florida Statutes Chapter 718, hereinafter sometimes referred to as the Condominium Act, or the *Bylaws* of Mainlands of Tamarac By-the-Gulf, Unit No. Three Association, Inc.

2. Purpose

The purpose of this Construction Code is to ensure that structures or modifications that are built within Mainlands of Tamarac By-the-Gulf, Unit No. Three are designed and constructed in a manner that will enhance the aesthetic value of the community and preclude the erection of any structures which would create a hazard to the community. This Code is intended to serve as a basis for sustaining or improving the quality, appearance, and property value of the community.

In order to ensure uniformity in the construction or modification of any of the Condominium Units, the following must be adhered to:

2.A. All provisions of the *Declaration of Condominium* and the *Bylaws*, particularly Sections 9, 10, 12 and 13 of the Declaration and Article X of the *Bylaws*, and this Construction Code. In the event of conflict between the Construction Code and the *Declaration of Condominium*, the *Declaration of Condominium* shall prevail.

2.B. The Southern Standard Building Code as adopted by the Southern Building Code Congress.

2.C. Provisions of all laws, ordinances and regulations of Federal, State and Local governmental bodies.

2.D. Contractors shall provide proof of Liability and Workers' Compensation Insurance to the Property Manager's Office.

This Construction Code requires that all exterior building changes and inside structural changes must be approved before any alterations are made. A Property Alteration Application may be obtained at the Property Manager's Office. If in doubt, please contact the Property Manager's Office before starting any work.

A Property Alteration Permit is required for items on this page.

3. Procedures

Note: All alterations become the sole responsibility of the homeowner. The owner assumes all liability for changes made to the exterior of the property. If the original structure is damaged during the installation of an alteration or becomes damaged during the lifetime of the home the homeowner becomes liable for this repair. This includes any structure, i.e., porches, patios, trees, windows, awnings, screen rooms, driveway, doors, solar panels etc. The association is only responsible for the original build of the property except for scheduled roof and painting maintenance of Baldwin approved bath additions.

3.A. A completed Property Alteration Application must be filed and accompanied by reproducible drawings which must contain sufficient details so that the Property Manager has a clear picture of the work to be done. A detailed, written description may be provided in lieu of drawings for relatively simple changes. The following are essentials to be supplied by the Unit owner or contractor:

3.A.1. A plot plan reflecting the location of the present structure on the site and proposed location of changes or modifications.

3.A.2. A title block on the drawings reflecting the name of the owner, street address, Unit number, block and lot number and the name of the contractor.

3.A.3. A specifications page detailing dimensions of footers, roofing detail, electrical outlets and lights, and plumbing when these types of changes are part of the application.

3.B. The Property Manager will review all plans and specifications. If they meet the requirements of the Construction Code, the Property Manager will recommend approval and forward a complete set of the request and drawings to the Unit Three Alteration Director for approval and ratification by the Board of Directors.

3.C. The Property Manager or Unit Three Alteration Director may reject any application for non-conformance with the rules and regulations or for not supplying sufficient information. In either case, plans shall be returned to the Unit owner along with suggestions or revisions that will make the plan acceptable. The Unit owner may then resubmit the application to the Property Manager for approval.

3.D. In the event that the Property Manager rejects a proposed alteration or modification, the Unit owner may appeal to the Board of Directors for a variance. A request for variance shall be filed with the Property Manager in writing within ten (10) days of the receipt of the mailing by certified mail, return receipt requested, of the notice of rejection. The Unit owner or a representative will then be allowed to request a variance at the next scheduled meeting of the Board of Directors. The Property Manager will be allowed to appear at said meeting.

A Property Alteration Permit is required for items on this page.

- 3.E. The Property Manager, upon receiving the approved Application from the Board, will supply complete sets of the approved Application to the Unit owner and the contractor.
- 3.F. All alterations, modifications and construction having a value of One Hundred (\$100) Dollars or more shall be done under the supervision of a contractor licensed by the City, County, or State as may be required by law.
- 3.G. A City building permit must be obtained before construction begins. The approved City building permit must be displayed conspicuously at the front of the Unit during construction.
- 3.H. Upon issuance of the approved Property Alteration Application, the Property Manager shall notify the Unit owner or the contractor in writing that said approval remains in force for only sixty (60) days from the date of issue. If construction does not commence within such sixty (60) day period, a new Property Alteration Application must be submitted to the Property Manager for reconsideration.
- 3.I. All contractors proposing to work in Mainlands must furnish proof to the Property Manager that they are properly licensed and have liability coverage, worker's compensation, and/or other forms of licenses, permits, or insurance which the Property Manager may require for the protection of the Mainlands Unit owners.
- 3.J. A Unit owner found to be in violation of the Construction Code shall be notified of the violation in writing by the Property Manager. The notice will clearly state the nature of the violation and what must be done by the Unit owner to restore the structure to its original condition. The Property Manager shall specify a given length of time for compliance. The Unit owner may appeal to the Board of Directors for a variance following the procedure described in an earlier section.
- 3.K. All approved Property Alteration Applications and related drawings shall be filed in a Block and Lot filing system to be maintained by the Property Manager. Completed alterations must be reported to the office so a final inspection by the Alteration Director can be scheduled.
- 3.L. Easement affidavits must be completed and submitted with the Property Alteration Application whenever a project encroaches upon an easement.
- 3.M. Any elective work performed to enhance their property, that requires the movement of or removal of components of the sprinkler system, shall incur a charge of \$50.00 per sprinkler head. (updated 3/28/2024)

A Property Alteration Permit is required for items on this page.

4. Specific Provisions for Structures to be Built

- 4.A. All approved structures must be attached to the existing structure and so designed and built as to conform substantially to the design and construction of the original structure.
- 4.B. The erection, placing, or construction of any building, room, or patio, not constructed in such a manner as to be attached to and to appear as part of the original structure is prohibited.
- 4.C. Nothing may be constructed on the front of any Unit which will decrease the setback established for the original structure.
- 4.D. Concrete slabs shall have sufficient footings in place, reinforced, and otherwise constructed in accordance with the Pinellas Park Building Code.
- 4.E. Room additions, Florida rooms, patios, and screened lanais must be constructed in compliance with local building codes. Additions may not exceed the side perimeter of the original house, and shall not encroach upon any easement unless the unit owner applies to the City of Pinellas Park and all necessary governmental agencies and receives an approval. The use of wood load bearing columns for outside walls is prohibited.
- 4.F. All roofs, other than flat, shall be constructed so as to conform to the existing roof line and appear as part of the original roof.
- 4.G. All roofs, other than flat, must be finished with cement tile that conforms substantially to that of the existing roof
- 4.H. Flat roof replacement or repair must be accomplished with the use of approved roll roofing material.
- 4.I. Glass windows may be either awning or vertical type, single or double hung. Slider type may also be used. Finished appearance must conform to other windows in the structure.
- 4.J. Carports may be converted to garages, but all openings shall be closed using eight (8) inch concrete block, laid in such a manner that load bearing columns are creted over to prevent the columns from being exposed on the exterior side of the side wall.

4.K. Cabinets in carports shall not exceed eighteen (18) inches in depth, may go from floor to ceiling, shall be painted white, and can be either at the back or on the side of the carport wall. Portable white vinyl cabinets are acceptable and need not go to the ceiling.

4.L. All garages shall be equipped with a metal or fiberglass white overhead door and shall conform to local building codes.

4.M. When screened porches or patios are enclosed, the floor level must be raised (with concrete not wood) to match the floor level of the existing house.

4.N. All fasteners and metal materials used in construction must be rust-proof, nonferrous metal.

Exception: Baldwin Model homes were originally offered in one and two bath models. Single bath Baldwin homes may be converted to double bath models by addition of a twelve (12) foot wide by six point eight (6.8) foot deep area at the rear of the house. This addition may not exceed the side wall perimeter line of the original house.

5. Eden Models

Owners of Eden model houses may screen in the front porch in accordance with the following requirements.

5.A. The awning, if there presently is one, shall be removed and, in its place, a white composite aluminum panel roof shall be installed below the existing eaves on both sides. The same panel, forming a straight line, may be installed between the eaves. However, the Unit owner shall be responsible for any wood rot resulting from lack of the necessary pitch to allow the water to drain away from the house and will be required to sign a statement agreeing to this requirement. Said statement shall be kept on file with the Property Manager.

5.B. The space between the planter and a low wall or between two low walls shall be used to install and center a screen door of no less than forty-two (42) inches in width.

5.C. The space on each side of the door must be finished up to the same height as the existing low wall or planter with either brick or vinyl material. Wood may not be used.

5.D. Front porches on Eden model houses have a low brick wall or a planter at one end of the porch and decorative blocks at the other end. The Unit owner will be allowed to remove either or all of the above but not the column post. The porch may be extended to the street side of the sidewalk leading to the driveway. The Unit owner may then install a two (2) foot high block wall around the porch extension which then must be finished to match the house.

A Property Alteration Permit is required for items on this page.

5.E. The sidewalk must be left in place to enter the driveway. The Unit owner shall be responsible for painting the wall with approved paint to match the house.

5.F. Other model houses will be considered on an individual basis.

6. Driveways

6.A. Driveway expansions shall be limited to a total width of eighteen (18) feet. The expansion shall not extend beyond the roof line.

6.B. If a driveway is modified in any manner, the entire driveway will become the Unit owner's responsibility to maintain.

6.C. Top coating of driveways and or carports with paint or other driveway materials is considered an alteration.

6.D. Driveways, but not sidewalks, may be painted, but once painted, must be maintained in good condition at the expense of the Unit owner. Color selection and composition must be approved beforehand by the Unit Three Paint Director and paint supplied at the Unit owner's expense. Driveway paint may be applied by the Unit owner if desired.

7. Front porches on various model homes

Front porch extensions will be allowed on some home models. The size is to be determined by the Board of Directors on a case by case basis, depending on the model of the house and the yard landscaping. Porches must be constructed in compliance with local building codes. Porches may be surrounded by a twenty-four (24) inch tall concrete block knee wall to be finished to match the house. A decorative polyvinyl fence with posts not to exceed forty (40) inches in height is also acceptable.

8. Walls (Structural)

8.A. All exterior walls must be concrete block with a creted finish, and shall be colored white to match the exterior of the house.

8.B. Existing porches without knee walls must have concrete block knee walls constructed when windows are to be installed, except that existing kick plates or aluminum sandwich walls may be left in place.

8.C. Aluminum knee walls may be used for rear patio screened in rooms.

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9. Enclosures (Air Conditioning, Water Softeners & Garbage cans)

(Added 3/24/2022) White crested concrete block walls, decorative “snowflake” block walls, or white vinyl PVC fencing, are some of the options residence owners may use to enclose utilities or garbage cans. Any such project requires an approved Exterior Alteration Request. All installation, repair, replacement, and maintenance costs of a screening wall, or fence are the sole responsibility of the residence owner. Consideration for approval include, but are not limited to the following:

1. Any area involved may not encroach on any easement or setback requirements.
2. All enclosures must be installed according to code, including footings or base.
3. Enclosure placement must allow access for airflow and service access.
4. Vinyl fencing may be up to a maximum of 48 inches high with an overall mounted height not to exceed 54 inches in height to top of posts. Concrete block walls may be up to a maximum of 48”. If a higher wall is necessary, the residence owner must apply to the Board of Directors for a Variance

10. Patios

10.A. All open patios shall have a concrete slab of not less than four (4) inches in thickness, shall have footings, and may not exceed the side perimeter of the original house. Decorative tile, stone, or interlocking brick pavers are acceptable. The application for patio construction must be in compliance with local building codes.

10.B. All patio roofs shall be of permanent flat buildup construction **or composite aluminum panels**. When applicable, they shall be matched to an existing porch or Florida room roof. Patio roofs shall be anchored to load bearing columns set and bolted to the patio slab. **Temporary, Permanent, or Roll-up shades, wind sails, canopies, sun tarps are prohibited from front, rear, side and driveways of home.**

10.C. Extruded aluminum, vinyl or wrought iron railings may be substituted for decorative concrete block (painted white) in trimming of patios. A decorative White poly vinyl fence not to exceed 40 inches in height is acceptable. These trim items are not part of the original construction and shall be maintained at the expense of the Unit owner.

11. Front Patios

Front patio dimensions will be reviewed by the Alteration Director to ensure said patio is in compliance with the Unit Three Construction code and that the proposed alteration causes no obstructions to existing undergrown irrigation, landscaping, etc. A decorative white poly vinyl fence not to exceed 40 inches in height is acceptable. The fence must be above the grade to allow for grass trimming.

12. Rear Patios

Rear patios are permitted and shall not to exceed twelve (12) feet wide by twenty (20) feet long. Rear patios cannot extend beyond a line created by the sides of the house. Rear patios with composite aluminum roofs may be screened in. All rear patio construction must be in compliance with local building code.

A Property Alteration Permit is required for items on this page.

13. Painting

13.A. Painting the exterior of all homes is done on a regular schedule at Association expense. Prior to painting, any exterior, non-structural, wood rot and damage is noted and replaced at Association expense.

13.B. Front door and garage door rust repair is the responsibility of the Unit owner and must be completed before painting begins. If the garage door is new and in good condition, the unit owner may request that it not be painted. Garage doors must be white.

13.C. All soffits, roof fascia, or overhangs not stuccoed or creted shall be painted white.

13.D. Any exterior ceilings of original construction and not enclosed by walls, screens, or windows, will be painted white at Association expense.

13.E. Shutters and front doors may be painted in a color from a pre-approved color chart displayed on the bulletin board in the Clubhouse. Other color selection and composition must be approved beforehand by the Unit Three Paint Director and paint supplied at the Unit owner's expense.

13.F. When a Unit owner wishes to paint, at his expense, any part of the exterior of the home, only licensed contractors shall be permitted to perform such work.

14. Hurricane Shutters

All hurricane shutters must comply with standards set by South Florida Building Code and must be painted or finished in white.

15. Air Conditioning

15.A. Installation of room air conditioners shall be limited to the rear of the house and installed through the wall. Window installation is not permitted.

15.B. Replacement of a home central air conditioner system requires a permit from the City of Pinellas Park as well as a Property Alteration Application from the Property Manager's Office. The City permit ensures that, for safety purposes, the installation meets local codes and state hurricane recommendations.

16. Hot Tubs (Stationary/Portable)

Hot Tubs are allowed on patio or in screened room only and must meet the following requirements:

16.A. A permit must be obtained from the City of Pinellas Park for installation of a stationary hot tub.

16.B. Installation of a stationary hot tub must be done by licensed and insured contractors.

16.C. Hot tubs maximum fluid capacity shall not exceed 350 gallons.

16.D. Filling of hot tubs must be reported to the city of Pinellas Park water departement.

16.E. A separate electrical hard wired connection must be installed by a licensed electrician for a stationary hot tub.

16.F. If there is to be a roof over the hot tub, at least two sides must be open to the outside air.

16.G. Hot tubs must have a secured cover when not in use.

17. Storage Containers

Portable storage containers, such as P.O.D.S, shall be allowed to remain on the Unit for no longer than fourteen (14) days from initial siting thereof. If more time is needed, Unit owners must request an extension from the Property Manager's Office which may be approved or denied.

18. Rain Barrels

Rain barrels are allowed under the following conditions:

- 18.A. The rain barrel purchased must be constructed of plastic or equivalent. Wood is not allowed.
- 18.B. The capacity of the rain barrel must be at least 40 to 60 gallons.
- 18.C. The rain barrel must be black, white or forest green in color.
- 18.D. The rain barrel must be secured to the house and not free standing.

A Property Alteration Permit is required for items on this page.

- 18.E. The rain barrel must have a solid, secure, locking or snap on lid.
- 18.F. The rain barrel must have an appropriate spigot and overflow valves.

19. Glass Blocks

Garage windows may be replaced with clear glass blocks and must fit within the existing window size. The installation must conform to local building codes.

20. Decorative Wrought Iron

20.A. . If in need of repair or replacement, it is the Unit owner's responsibility. Exception being if the wrought iron is a load bearing support

20.B. At the discretion of Alteration Director/Property Manager wrought iron load bearing support columns will be replaced/repared by the Association with like material of equal value. Any expenses above equal value will be the home owner's responsibility. Wood columns can only be used if Creted or Encased in PVC plastic.

20.C. Style of columns must be pre-approved by alteration's director and all work must comply with prevailing local building codes.

21. Water Softeners (updated 7/28/2022)

- A. Water softeners can be installed inside the garage or utility room or outside the home on side or rear.
- B. All new installation discharge lines must be connected to the sanitary sewer line.
- C. Outdoor installations must be enclosed with created concrete block walls, decorative "snowflake" block walls or PVC fencing with open side for servicing at the rear of the structure.

- D. Block or fencing may not extend beyond forty-eight (48") inches from structure and may not encroach upon any easement.
- E. New installations require an approved Exterior Alterations Request indicating the location of the sanitary sewer and electrical connections to be utilized.
- F. Owners should check with the Mainland's Management Office if they have questions regarding the correct installation or discharge of their new water softener.

22. Aluminum Construction

Composite aluminum roofs are allowed over rear patios and front porches, and may be screened in.

23. Awnings

23.A. All awnings must be constructed of aluminum. The use of other material is prohibited. Awnings must be painted white, except that colored stripes, based on approved colors posted in the Clubhouse, are permitted.

23.B. All awnings, when fully open, must be at least six (6) feet from the ground so that they do not present a hazard to maintenance crews working in the area. An exception to the awning height rule allows Unit owners bordering on the golf course to drop them to prevent damage from golf balls.

23.C. Retractable Patio Awnings (added 1/26/2023)

1. An exterior Alteration request form must be completed and approved prior to installation. Any required city permits must be obtained.
2. The retractable awning color must be as close as possible to the home's current shutters/door and to the color chart of the Unit 3 association. Stripes are allowed with white stripe and one-color choice.
3. Awnings may not have writing, advertising, or flag designs.
4. The awning material must be a woven acrylic sealed laminated fabric. Metals must be high quality aluminum with white powder coated finish.
5. Retractable awnings may be installed only over front and rear patios with the width and length of the awning not to exceed width and length of patio.
6. When installed on concrete walls or blocks, awning must be installed according to manufacturers' recommendations and current building codes.
7. Awnings must not present a hazard to maintenance crews performing mowing and landscaping work and must be a minimum of six (6') feet from ground.
8. Awnings must be electric and supplied with a wireless wind sensor that will automatically close the awning when winds reach twenty-five (25) mph.
9. A licensed contractor must be used for installation.
10. No side screens or side panels are permitted.
11. Awnings must be maintained by the homeowner.

A Property Alteration Application is NOT required for the following:

24. Soffit Vent Screens

Soffit screens may be replaced when deemed necessary by the Association.

25. Potable Water Lines

The Association is responsible for the waterline from the sidewalk to the shutoff.

26. Sanitary Sewer Lines

The Unit owner is responsible for the lateral sewer line from the house to the "Y" connector. The Association is responsible for the sanitary sewer line that continues to the main sewer line.

27. Fire tables and fire pits

- A. Indoor and outdoor wood burning fireplaces are not permitted.
- B. Outdoor portable fire pits are permitted, provided they are:
 - a. Electric or gas using a thirty (30) pound or less propane tank, and
 - b. Are on an unenclosed patio area in the front or rear of the home placed in accordance with local fire codes.
- c. No other types of fire pits are permitted. Including wood burning fire pits.

28. Propane Gas

The use of propane for central heating or cooking is not permitted. Small portable tanks for outdoor barbecues are permitted. It is strongly recommended that all propane items NOT be stored within any enclosed part of the home or garage.

29. Wood Timbers

Wood Timbers may not be used for landscaping or for the construction of planters. Only concrete edging and concrete block construction of planters is permitted. Any existing wood timbers must be removed immediately.

30. Storage Buildings

The placing, erecting or construction of storage buildings is prohibited.

Conflict Between Documents

If a conflict exists between the *Declaration of Condominium*, *Bylaws*, and this Construction Code, then the *Declaration of Condominium* and the *Bylaws* prevail in that order.

Construction Code Enforcement

This Construction Code shall be in full force and effective immediately upon its adoption by the Board of Directors.

A Property Alteration Permit is required for items on this page

31. Solar System

31.A. If it does not conflict with the Florida Home Owners Solar Rights Act, the solar system shall be installed on the rear portion of the roof and be installed as to conform to the existing roof line, appearing as part of the original roof.

31.B. Prior to installation, the roof may need to be painted. Painting director will make the determination and if it is necessary will schedule painting.

31.C. If at any time, a roof leak occurs because of the solar system, the homeowner will bear the total cost of the repair. The cause of the leak will be determined by the unit 3 roofing contractor or by the management roofing personnel. All repairs are to be completed by management maintenance or the unit 3 roofing contractor.

31.D. When the roof is to be replaced or repaired, the homeowner is to have the solar system removed, if necessary, to allow the repair or replacement. Homeowner to pay all costs pertaining to the solar system removal and reinstallation.

31.E. Prior to installation of the solar system, the homeowner must sign a "Hold Harmless Agreement", which covers the Unit 3 Association, management company, and the roofing contractor for any damage that may occur to the solar system during normal maintenance.

32. Roofs

32.A. Any alteration to the Roof system, exterior or interior, including the Roof Decking, Trusses and Ventilation is strictly prohibited without approval from Roof Director and Alterations Director. Spray Foam insulation by approval only. Any of these alterations made without prior approval, will cause the homeowner to become totally responsible for repair and replacement of roof.

33. Roof Repair/Replacement Policy

33.A. All work orders for a flat or tile roof repair or replacement for the unit 3 roof contractor must be signed by two board members after evaluation by both directors. If those two directors do not agree, a third director will be required to assist in the final decision.

34. Electric Vehicle Charging Stations

1. Residents may have a level one* or level two** Electric Vehicle charging Station installed on their property. If required, a Permit must be pulled by the resident or the contractor from the City of Pinellas Park. Additionally, an Exterior Alteration Permit must be submitted and approved by the Alteration Director.
2. This station should be installed inside the garage or on the outside wall of the garage closest to the driveway. When a Charging Station is installed on the outside garage wall, the Charging Station and conduits attached to the outside wall must be painted the same color white as the residence.

*Level 1 Charging Stations operate on standard 120 Voltage and plug into a standard 3 prong outlet.

**Level 2 Charging Stations operate on 240 Voltage and may require a licensed electrician to install this set up.

Frequently Asked Questions

1. Q. What are my voting rights in the Condominium Association?

An owner of a single condominium parcel is entitled to one vote for each parcel owned. Such owner must be registered with the Association as The Designated Voter, as required by Chapter 718 of the Florida Statutes.

2. Q. What restrictions exist on my right to use my unit?

Units shall be for residential purposes only and occupancy shall be in accordance with Federal Statute 100.304 of the Fair Housing Act of 1988. Business and Commercial use is prohibited, as well as other stipulations stated in these documents.

3. Q. What restrictions exist on the leasing of my unit?

No unit shall be leased for less than three (3) months and only one time a year. Further, all leases must be approved through the Interview process prior to occupancy. (See "Declaration of Condominium")

4. Q. How much is my monthly assessment to the Association for my Unit and when is it due?

The Maintenance Assessment for the current year is determined at the annual Association budget meeting. The assessment amounts for the current year are posted on the bulletin board in the Unit Three Clubhouse. These Assessments are due monthly and are subject to change annually. Each unit owner shall be liable for a proportionate share of the common expenses as shown in the *Declaration of Condominium*.

5. Q. How much is the Annual Budget, and does it include reserves such as roof, painting and paving?

The Annual Operating Budget for the current year is determined at the annual Association budget meeting. The Annual Reserve Budget provides for Deferred Maintenance, Trucks and Vehicles, Landscaping, Grounds and Equipment, Pool, Sewer, Water, Storm Drains, Recreation area, Clubhouse, Sprinklers, Creting and Painting, Street Paving, Sidewalks, Roof Repairs (Washing, Painting, and Replacement), and Seawalls.

6. Q. Is it mandatory that I belong to the Association?

Yes. Membership in the Association is mandatory as a consequence of ownership of a condominium Unit. Membership is automatic and carries with it the privilege and responsibility of an undivided interest in the Common Property owned by the Association.

7. Q. Am I required to pay rent or land use for recreation or other commonly used facilities?

No. The mortgage is part of the monthly maintenance fee and are part of the Association's Annual Operating Budget. The golf course is a privately owned enterprise, and none of its privileges are part of or associated with Unit Three Association.

8. Q. What are the rules each occupant must follow, and is there a method to enforce them?

A synopsis of the requirements of Unit owners, occupants, and their guests, are contained in this official Unit Three Resident Handbook. Rules are enforced by the Board of Directors.

Suggestions for Seasonal Home Closing

1. Bring in all loose furniture and objects that might become missiles in a storm.
2. Lock all doors and windows.
3. Turn off the circuit breaker for the hot water heater.
4. Turn off circuit breakers serving unused outlets.
5. Disconnect electrical items and phones because of potential damage from electrical storms.
6. Turn off the main water valve coming into the Unit. The valve is usually located on the spicket pipe outside your home or underground.
7. Set refrigerator to a warmer setting. It is a good idea to refrigerate all spices and pasta products. Also, lift the arm to the icemaker and empty out the ice in the bin. If you turn the refrigerator off, be sure to block the door open.
8. Pour a small amount of bleach (1/2 cup) in the toilets and seal the bowl with plastic wrap or a black plastic bag. The bowl will remain clean and the water will not evaporate.
9. Leave the dishwasher door ajar for air movement. A small amount of vegetable oil may be placed in the bottom well to prevent the seals from drying out.
10. Pour a small amount of vegetable oil in bottom of garbage disposal to prevent the seals from drying out.
11. Open closet doors, cabinets, dressers, etc., to allow air movement.
12. If you're leaving a car for the summer, consider disconnecting the negative terminal of the battery.
13. It is recommended that someone check the Unit regularly to ensure the air conditioner and refrigerator are running properly, and to detect any possible water damage.
14. You should set the air conditioner to 82 degrees and, if you have a humidistat, set it according to the manufacturer's directions (about 65%).
15. Be sure the air conditioner drain pipe is clean. If it clogs, condensed water will overflow the pan and damage anything on the floor.
16. Forward mail delivery and stop newspaper delivery.
17. If you have extended cable TV, internet, or telephone, have the provider "suspend" the service for the length of time you will be away. This can save you some money.
18. Change the batteries in your smoke detectors and your thermostat.

Appendices

1. Declaration of Condominium, Appendix A
2. Bylaws, Appendix B