

Pines of Wekiva Homeowner Rules and Regulations



Your quick reference guide to the restrictions related to all properties in collective neighborhoods that are the Pines of Wekiva.



Welcome to the neighborhoods of the Pines of Wekiva. Whether you are a property owner or a tenant, our neighborhood has an established set of standards (called covenant restrictions) that must be maintained for the collective benefit of all who reside here. As a Deed-Restricted community of 572 homes, each property must remain in compliance with these restrictions to protect the property values regardless of market conditions.

Many neighbors made a clear choice to reside in a neighborhood that offers the value of common standards of a well-maintained community. The covenant restrictions were drafted (and declared) at the original development of our community, and you may often hear them described in several ways, for example, declarations, covenants, or restrictions. Most of these standards pertain to the overall property appearance, but they are intended to preserve a sense of community within the neighborhood. Upon completing the purchase of your property and signing many documents, the restrictive covenants may not have been as conspicuous as they should be, however, they are in force, they are effective and they require regular compliance. This quick reference guide is a truncated version of the official records, and has been created for your convenience by the HOA Board of Directors. Although it also includes many of the latest updates, a full legal copy of these documents can be found on our community website (www.pinesofwekiva.com) under the documents tab, or in Orange County Public Records. Please refer to the official copy of our Declarations for more specific concerns.

Dues payment: Homeowner association dues are paid quarterly and are separate from any mortgage payment, and they are required as part of property ownership. Dues cover the cost of maintaining the common areas, administrative support and making necessary repairs and upgrades to the overall look of our neighborhood. **Failure to pay quarterly dues on time will expose you to late fees, including interest and administration fees and all attorneys' costs that are required to bring about settlement. The association may also lawfully file property liens, move to foreclosure and evict.** On-time regular payment each quarter is always the best option and a significant, less costly measure.

Article V, Restrictive Covenants

Section 1 Residential Use: All lands are described as Residential and no more than one single-family dwelling may be constructed on any lot, except designated parcels.

Section 2. Structures and Pools: Front and side street lines as well as side and rear yard lines are defined by City of Apopka Zoning. No swimming pools may be located in the front yard and no above-ground pool shall be permitted.

Section 3. Dwellings: Excluding screen enclosures, porches, patios, and garages, no dwelling shall be no less than 1200sf. All dwellings shall have at least one full bath and at least a two-car garage attached to home. All dwellings shall be constructed with concrete driveways and grassed front, side and rear lawns. A shrubbery planting shall be in front of each dwelling and initial trees planted at initial construction shall be in compliance with HUD's 1989 minimum standards.

Section 4. Easements: Perpetual easements for utilities and drainage are reserved for developer and City of Apopka, and include the without limitation, the reasonable right of access to and from easement areas. Developer and City of Apopka shall have the right to convey easements exclusively or nonexclusively to any person, corporation, or government entity. No obligations shall be imposed on the developer to maintain easements or improve the utilities they serve. No structure, planting or other material will be permitted that may damage or interfere with access, installation, use or maintenance of drainage facilities of the easement area, nor change, obstruct or retard the flow of water into easement area, or change the easement size. Unless improved by public utility or authority, the easement areas on any lot shall be maintained continuously by the lot owner. The Developer shall have the right without obligation to alter or maintain drainage facilities including slope control.

Designates utility easements may not have permanent improvements or structures, including pools, decks, patios,

air conditioner, utility sheds or other impervious surface improvements.

Section 5. Use of Accessory Structures: Other than the dwelling and garage, no tent, shack, barn, utility shed or building shall be erected or used at any time whether permanent or temporary. No recreation vehicle may be used as a residence.

Section 6. Commercial Uses and Nuisances: No owner may conduct or carry on trade, business, profession or other types of commercial activity upon lot. Nothing may be done on lot which may become a nuisance or unreasonable annoyance to the neighborhood.

Section 7. Animals: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that of cats, dogs and other household pets provided they are not kept, bred, or maintained for any commercial purposes. No person owning or in custody of a dog shall allow the dog to stray or go upon another lot without consent of the lot owner, and no more than two animals may be kept on any lot. Each dog must be on a leash when the dog is outside of the owner's lot.

Section 8. Fences, Wall, and Hedges: Construction and maintenance of fences, walls and hedges which exceed six feet in height is prohibited. No fence, wall or hedge constructed adjacent or near a subdivision wall may exceed the height of the wall. Fences shall be constructed of real clay, brick, vinyl or wood materials and must be kept in good condition and repair. Any wood fencing shall be made of pressure-treated wood for all sections. Posts must be installed below grade elevation and posts shall be facing inside the fence so that posts are not visible from any street or from any adjacent lot or property, and may only be visible from the area enclosed by the fence. Materials must be of quality suitable for paint or stain and varnish and be painted or stained and varnished on all sides. Except for subdivision property, no fence, wall or hedge may be constructed between the street and front dwelling line of the house. Side street lines and dwelling lines shall be governed and controlled by local ordinances. A decorative wall or entrance forward of the front dwelling line or side dwelling line shall be permitted if constructed at the same time as the original dwelling as part of the elevation or design.

Section 9. Vehicles: No motor vehicles shall be parked in the development except on a paved or concrete driveway or in a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, including trailers, may be parked in the subdivision unless inside a garage and concealed from public view (please see the separate commercial vehicle policy that further defines what is deemed to be a commercial vehicle). Boats, boat trailers, campers, motorcycles and other recreational vehicles shall be parked inside a garage and concealed from public view.

Section 10. Storage: No lot shall be used for storage of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers properly concealed from public view.

Section 11 Clothes Hanging and Drying: No outdoor clothes hanging or drying activities shall be allowed in the subdivision.

Section 12. Antennas and mailboxes: No exterior radio, TV or other electronic antennas including satellite dishes shall be allowed. Mailboxes shall be maintained in a neat and attractive manner.

Section 13 Landscaping and Maintenance: All owners shall regularly mow, trim or otherwise maintain in good condition at all times all grasses and landscaping. All lawns and landscaping shall be maintained on a regular basis as to preserve a neat and attractive appearance, including chemical treatment for insect and weed control. All landscaping shall be regularly weeded and mulched and maintained to standards at least equivalent to the initial landscaping package included on the lot at the time of construction was completed. No lawn or landscape areas may be paved or concreted for the purpose of vehicular parking.

Section 14 Subdivision wall: In the event of casualty damage to any portion of subdivision wall, or in the event the owner disturbs any portion of such wall, then in either event, it shall be the responsibility of the owner to repair or replace any portion of the subdivision wall so damaged. Standard maintenance to preserve the condition of the subdivision wall against effects of normal wear and tear shall be the Association's responsibility.

Section 15. Maintenance of Living Units: Each owner shall maintain the living unit in good condition and make repairs to maintain a neat and attractive manner including, but not limited to roofs, walls, windows, screening, fences, patio and garden areas, pools and pool decks and awnings.

Section 16. Signs: No signs of any nature whatsoever shall be erected and displayed upon any of the total property, except for one professionally-made sign no larger than 6 square feet containing real estate broker information, or a sign used for the association.

Section 17. Ponds, Cypress trees and Conservation areas: In no event shall any ponds or water retention areas be used for swimming, bathing or boating purposes. Upon completed construction, any conservation area or cypress trees shall be maintained in a natural state and not altered or removed by the owner except as permitted by the government authority with proper jurisdiction.

Section 18 Architectural Control: Prior to the commencement of work, all building plans and specifications (including plot plan, elevations, grading, and materials list) for the construction, alteration or addition of the structures or for the erection of walls, hedges or fences and all plans for landscaping of yards and yards that abut public streets, and all plans or agreements relating to the appearance, colors and materials to be used on the exterior of a structure shall be approved in writing by the ARC shall be composed of three or more representatives which shall be appointed by the Board or Directors. The ARC shall have the absolute right to approve or disapprove plans for any reason including aesthetic considerations. All plans and application must be sent via certified or registered mail, return receipt requested, to the current property manager of record. Any plans not disapproved within 30 days of their receipt by manager, shall be deemed approved.

Article VI. Section 2

Enforcement: If any person, firm, or corporation or their respective heirs, personal representative, successors, or assigns shall violate or attempt to violate any of the provisions of this Declaration, it shall be the right of the Association and any other persons owning any lot in the development to prosecute any lawful or equitable proceeding against the persons violating or attempting to violate any term or condition of the Declaration whether to prevent such persons from doing so or to recover damages. If such person is found in the proceedings to be in violation of or attempting to violate any term or condition of this Declaration, he shall bear all expenses of the litigation, including court costs, and reasonable attorney fees (including those incurred on appeal) incurred by the party enforcing the term or condition of this Declaration. Failure of the Association or other persons to enforce a breach in any term or condition of this declaration, however long continued, shall in no way be a waiver of the right to do so. Issuance of a building permit or license shall not prevent the association or persons from enforcing any term or condition of this Declaration.

Article XIX, Amendment, March 2003

Section 1 Fines

In addition to all other remedies available to the Association, a fine or fines may be imposed upon an Owner or against any tenant, guest or invitee for failure of an Owner, his family, guests, invitee, employees, or tenants to comply with the terms of any Pines of Wekiva document, including but not limited to the Declaration, Articles of Incorporation, By-laws and reasonable rules and regulations provided that the procedural and due process requirements as required by Florida law are followed and that may be amended or adopted from time to time.

Additional questions may be directed to our contracted property manager. Please refer to the quarterly newsletter for other more important information. Being active with your association is beneficial to yourself and your neighborhood. Please feel free to request more information.