

VILLA MANOR ASSOCIATION, INC.
RULES AND REGULATIONS
April 24, 2019

I. ENFORCEMENT

1. ENFORCEMENT:

- A. Complaints should be reported to the Manager and/or the Board of Directors of the Association. These reports should be in writing and signed by the reporting party. They should be as complete as possible with names, unit numbers, dates and time.
- B. Minor infractions will be called to the attention of the person or persons involved. Repeated infractions and violations of a more serious nature will be referred to the Board for action.
- C. Disagreement concerning complaints will be presented to the Board for adjudication or appropriate action including enforcement by the civil legal process if necessary.
- D. The Association shall have, through its Board of Directors, the right to assess fines and penalties for the violation of these Rules and Regulations and/or governing documents of the community. A fine of up to \$100.00 per day for each infraction may be imposed per Florida State Statute 718.303(3).
- E. Special requests by tenants to the Board of Directors must go through the owner.

II. THE RULES

1. CHILDREN:

- A. Children must conduct themselves in accordance with these Rules and Regulations at all times.
- B. For their own safety, children shall only play on grass areas of the community and not on paved areas. Please see Rule #2 and Rule #4: Bicycles and other wheeled apparatus are not permitted on grass and garden areas, pool and patio decks, nor on sidewalks or near any vehicles.
- C. Parents and/or guardians shall be responsible for their children and see to it that children obey all Rules and Regulations and respect the rights and property of all Villa Manor residents and guests.

2. BICYCLES:

- A. Bicycles are not allowed in the pool and patio areas or on the grass and garden areas.
- B. Bikes, scooters etc. and other children's toys must be kept within the units when not in use for a reasonable amount of time.
- C. Bicycles must be stored inside or at designated bike racks provided by the community.

3. DESTRUCTION OF PROPERTY:

- A. Owners will be responsible for destruction, damage or defacement of buildings, facilities and equipment caused through their own acts and/or their guests. The owners are also responsible for the acts of their Lessees and their guests.
- B. Unit owners, their families, guests or Lessees shall be liable to the Association for defacing; marring or otherwise causing damage to the common elements where the repair of said damage is the obligation of the Association.
- C. The Board/Association may repair any destruction, damage or defacement of buildings, facilities or equipment caused by an owner, their lessee or guest, and seek all costs incurred for such.

4. SAFETY:

- A. No one shall permit any activity or keep anything in the common elements, which would be a fire or health hazard or in any way tend to increase insurance rates.

- B. Bikes, roller blades and skateboards or other recreational wheeled apparatus are not permitted to be used on sidewalks or around cars.

5. EXTERIOR APPEARANCE:

To maintain a uniform and pleasing appearance of the exterior of the buildings, the following shall apply:

- A. No owner, tenant or other occupant of a condominium may paint or otherwise change the appearance of, attach or hang or place anything on any exterior wall, door, window, balcony, and/or any exterior surface, except as approved by the Board.
- B. Owners or occupants are not to erect, construct or maintain any signs, wire devices, antennas or other equipment or structure on the exterior of the buildings or in any of the common elements, except with the written consent of the Board of Directors. This restriction includes signs of any nature, placed in the windows or hung on the doors. The exception shall be holiday decorations (i.e., Halloween, Thanksgiving, Hanukkah, Christmas, Little Christmas, 4th of July). They must be removed within one week after the holiday ends.
- C. No clothing, bedding, towels or similar items shall be used as window coverings, hung on railings, dried or aired in any outdoor area.
- D. No personal belongings of any type may be kept or stored outside the unit or on any common area property.

6. INTERIOR APPEARANCE:

- A. All unit owners shall keep and maintain the interior of their respective units in good condition and repair including the entire air conditioning system, (compressor, ducts, vents), hot water heaters, washer and dryers, etc. The servicing of all systems is the owner's responsibility whether inside or outside the respective unit. Entries, rear balconies and screened porches shall be kept in a clean and neat manner by the unit owners having the exclusive use thereof.
- B. No occupant may make any structural additions or alterations (except the erection or removal of nonsupport carrying interior partitions wholly within the unit) to any unit or to the common elements including exterior walls or any portion thereof without receiving prior written consent of the Board.

7. SOLICITATION:

- A. There shall be no solicitation by any person anywhere in the buildings or the common elements for any cause whatsoever unless invited by the owners or specifically authorized by the Board.

8. NOISE:

- A. All occupants of units should exercise common courtesy about making noises or the use of musical instruments, radios, televisions and amplifiers that may tend to disturb other occupants within units or in common elements. 10:00 PM to 8:00 AM are designated as quiet hours. At all other times, extra attention shall be paid to noise levels at the pool, clubhouse and other common areas so as to not disturb other residents. All residents have the right to peaceful enjoyment of their home.
- B. There will be no TV s, Radios or other electronic equipment allowed in the clubhouse, pool area or pool sundeck.

9. PETS:

- A. Pets are not permitted (effective 2/1/2011). Approved pets established in residence prior to 2/1/2011 are grandfathered exception status to this restriction. These grandfathered pets may not be replaced after the animals live out their natural lives.

10. OCCUPANCY POLICY:

- A. All residents of Villa Manor Association, Inc over the age of eighteen (18) years of age must be approved by the Board of Directors through the Villa Manor application.
- B. Applications are available through the Management Company. Applications must be submitted at least fifteen (15) days in advance to the Management Company and/or Board of Directors. Approval of the Board of Directors must be received by the Landlord or Agent before occupancy of the unit is granted unless approval from the Board of Directors is obtained.
- C. The following items are required for the completed application and approval:
1. Completed Villa Manor Sales, Lease or Guest Application Form
 2. Copy of Lease Agreement, Sale Agreement, or Guest Application
 3. Tenant Application Fees payable to Villa Manor are due at the time of application. New tenant application fees are \$100, renewal application fees are \$50.
- D. Residents are considered to be owners, lessees and guest(s) that reside in the unit for a period of thirty (30) days or longer, or guest(s) that reside at the unit more than ten (10) days per month.
- E. The Board may require a personal interview with any new owners, tenants or other occupants prior to occupancy.
- F. No more than four (4) residents are allowed at one time which includes adults and children.
- G. **Unit owners must close and lock the unit's shutters if the unit will be unoccupied for a period in excess of 3 days, or when Hurricane Watch or greater is in effect. If damage due to an insurable event occurs, and the unit owner did not close and lock the unit's shutters, the unit owner will be held negligent for the damage, and will be responsible for the cost associated with repairing it.**

11. LEASING/RENTING:

- A. All leases must specifically state that they are subject and must abide to the restrictions of Villa Manor, it's By Laws, these Rules and Regulations, and Deep Creek Section 23 restrictions, and will only be occupied by the Lessee.
- B. All leases or tenancy agreements must be in writing and submitted to the Association along with a completed application package as stated in Rule # 10 above including the endorsement to the Rules and Regulations signed by all prospective adult residents. Completed lease applications must be submitted to the Management Company as least fifteen (15) days prior to occupancy.
- C. The units shall be used for single-family residence and maintained in a clean and sanitary manner. Sub-leasing is strictly prohibited.
- D. Lessee's family and guests are subject to and must abide by all Rules and Regulations, Declaration of Condominium, By-Laws, and Articles of Incorporation of the Villa Manor Condominium Association.
- E. No lease shall be for less than 1 month nor for more than 12 months. No more than 3 leases are allowed in a 12-month period. Renewals or extensions of leases must be submitted to the Board and are subject to re-approval by the Board of Directors. Expired leases may not continue on a month to month basis, they must be renewed with a new lease or written extension, together with a new application form and renewal fee. Each extension will be counted toward the 3 leases per twelve-month period limit. If the lease is extended for only one month three times, the tenant would have to vacate as that would violate the

second sentence of this provision.

- F. Failure of unit owners to provide a new lease application, new or renewal application fee, and copy of the new or extended lease prior to new or renewal occupation is a violation punishable by a fine not to exceed \$100 a day up to a maximum of \$1000, per Florida Statute.
- G. All leases and lessees and their guests are subject to the Occupancy Rules as stated in Rule #10 above.
- H. Owners that are delinquent in their assessments must obtain permission from the Board of Directors to lease their unit. If the Board of Directors approves the lease, it is understood that tenants would make their rental check payable to Villa Manor Association, Inc. to be put into an escrow account for that unit owner's delinquent assessments. If the tenant does not abide by this rule, the owner will be liable for all legal expenses.

12. VISITORS AND GUESTS:

- A. Guests of the owners or tenants agree to use the common elements in accordance with these "Rules and Regulations" or any other rules that may be promulgated from time to time by the Directors of the Association for the use thereof. All guests must be accompanied by a unit owner unless prior board approval has been obtained. If guests do not comply with the rules of the community, the guests will be asked to leave and not allowed back.

13. SWIMMING POOL AND CLUBHOUSE AREA:

- A. Owners, their families, lessees and guests using the swimming pool do so at their own risk. Residents are responsible for their guests. The swimming pool is for OCCASIONAL use of guests; abuses are subject to action by the Board. Persons using the swimming pool must read and obey the posted rules for pool, patio, and deck areas. Glass containers, children under twelve (12) years of age not accompanied by an adult, and pets are **STRICTLY PROHIBITED** on the pool deck and patio areas.
- B. Owners, guests and/or tenants must shower each time prior to using the pool.
- C. No private parties will be held in the pool/patio area.
- D. Infants Wearing Diapers.
 - 1. Use of pool by infants needing diapers should be closely supervised by a responsible adult (Parent or Guardian) for the purposes of safety and sanitation.
 - 2. All infants needing diapers should be dressed with tight fitting waterproof pants, which will retain body wastes in the diapers.
 - 3. Upon evidence of a contaminated diaper, the infant shall be removed from the pool until he or she has been changed and cleaned. Management and/or the Board of Directors must be notified immediately upon evidence of contamination.
- E. Smoking is not permitted in the clubhouse, pool and patio area.

14. GARBAGE/REFUSE:

- A. All garbage and refuse from the units shall be deposited with care in garbage containers intended for such purpose. Boxes must be broken down before depositing in garbage bins. Cat litter, packing peanuts, etc. must be bagged separately and disposed of properly.
- B. The top and side covers of the dumpsters must be closed at all times. No items are to be left outside dumpster or bins. Residents must contact Waste Management at 629-1106 for a «special pickup" for any oversized items that need to be disposed of.
- C. All newspapers, cardboard, glass, aluminum, cans, recyclable plastic containers, etc. must be

deposited in the recycle bins provided by community.

15. PASS KEY:

- A. The Association must retain a passkey to each condominium to inspect for purposes of repairs, suspected sanitary issues and other maintenance issues, as well as for emergencies. In the event that the owner shall have the lock changed, a copy of the key shall be provided to the Management Company immediately. All unit keys will be kept in the Villa Manor Lockbox located in the office on the premises.

16. FACILITIES/GENERAL:

- A. The facilities of the condominium are for the exclusive use of members of the Association lessees and guests.
- B. To prevent accidental flooding incidents and the resulting damage caused by them, unit owners and/or residents must turn off both the outside supply of water to their individual units, as well as the inside shut off valve to their water heater, if the unit will be vacant in excess of 24 contiguous hours. Outside shut-off valves are located behind the units, valves with zip ties on them denote downstairs units. Failure to comply with this rule will make any flood damage repair the responsibility of the unit owner where the flood originated. Flagrant noncompliance with the rule may result in a unit owner fine.

17. NUISANCES:

- A. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance, as determined by the Association, to residents, or which interferes with the peaceful possession and proper use of the property by residents.
- B. No immoral, improper, offensive or unlawful use shall be made of the condominium property or any part of it.
- C. The use of foul language and/or profanity in any common area is strictly prohibited.

18. FOOD AND BEVERAGES:

- A. Food and beverages may be consumed in the common elements at the personal discretion of the owners.
- B. Outdoor cooking with grills is restricted to the designated grilling area(s). No gas fired grills are to be used or stored in any part of a condominium unit or other common areas except as designated above.
- C. Owners, Lessees and their guests are responsible for leaving the common elements in a clean condition. Violators are subject to a fine and cost of cleanup.
- D. No glass containers may be used in the common elements. No glass containers, food or drink are allowed on the pool deck and sun tanning deck.

19. VEHICLES AND PARKING:

A. One space is provided against building for each owner or tenant. Second cars and other vehicles must park in guest area parking spaces provided. Mobile homes, motor homes, trucks (larger than one ton), trucks with campers or offensive homemade shells over the bed or boxes within the beds, boats, house trailers or trailers of every other description shall not be permitted to be parked on or to be stored at any place on the common elements. This prohibition of parking shall not apply to temporary

parking of trucks and commercial vehicles such as for pickup, delivery and other commercial services.

- B. Parking is not allowed in front of laundry room and Building C except in available guest parking spots.
- C. Washing of vehicles is allowed only at the car wash station at the well water location located between Buildings D and E.
- D. Inoperable or unregistered vehicles are not permitted to be stored or parked on the common elements. If the vehicle is not removed within seventy-two hours of notice to owner, said vehicle shall be removed at the owner's expense.
- E. Villa Manor Association is a member of Section 23 Property Owners Association, Inc. As such, it will abide by Section 23's directives regarding parking violations specific to Commercial Vehicles when notified of violations in writing from Section 23 compliance.

20. LAUNDRY ROOM:

- A. Owners, tenants and overnight guests are permitted to use the laundry room. No one else is authorized.
- B. Please take laundry out of machine when it stops. People do not want to be responsible for taking other people's laundry out of the machine so they may use it. If your laundry is done and left unattended, it may be removed by someone waiting to use a machine.
- C. Clean the filter in the dryer after using it.
- D. Florida's "Clean Indoor Air" act forbids smoking in the laundry room.
- E. Please turn off the lights and lock the door when you have finished and are leaving the laundry room unattended.
- F. The laundry room use is restricted to the same quiet hours as stated in Rule #8. All laundry must be finished by 10:00 PM with the last dryer load to be in by 9:00 PM.

21. RULES & REGULATIONS:

- A. **A copy of the Rules & Regulations must be kept in the unit for owners, tenants and guests and they will be responsible for reading and abiding to these rules of the Association.**

Note that in addition to these Promulgated Rules and Regulations, the Association Membership also voted to amend its Declaration on July 7, 2015. Those amendments are in effect and are also part of the Rules and Regulations, and are attached here as Exhibit A.

EXHIBIT "A"

Article IX F. of the Declaration (Purpose of Use Restrictions) is hereby deleted and replaced as follows:

"F. Pets. No owner, tenant, guest, invitee or other person may keep or bring pets or animals of any nature on to the Condominium Property. Any pet owned by a unit owner and residing at the Condominium Property as of the Effective Date of this Third Amendment is "grandfathered", provided that the pet owner registers the pet with the Association no later than thirty (30) days after the Effective Date of this Third Amendment. Service and/or support animals are not pets. Any owner, tenant, guest, invitee or other person who documents a reasonable need to bring a service or support animal onto the Condominium Property may apply for, and the Board of Directors shall grant, permission to keep and use such animal while on Condominium Property. The following provisions shall apply to "grandfathered" pets and service and/or support animals. Pet, service and/or support animals must never be left unattended on common elements or limited common elements, including balconies. The pet's and service and/or support animal's owner is responsible for the proper clean-up after the pet deposits bodily waste. Pets and service and/or support animals must be kept on a leash at all times when outside a unit. If an animal creates a nuisance, the Board may withdraw permission to keep the pet on the Condominium Property. Unit owners possessing pets and service and/or support animals shall be fully responsible for any injury or damage caused by same. Nothing in this amendment shall be construed to be in conflict with any federal or state law or regulation relating to the keeping or use of service an/or support animals. Nothing in this amendment shall be construed in such a way as to permit discrimination against any individual in connection with the rental or sale of a dwelling because of a handicap. Pets or other animals may be kept in units and allowed on the common property under the supervision of their owners, subject to the regulations established by the association; the association may, of course, provide that there shall be no pets and in that event, nothing in this subparagraph shall be construed to permit pets on the property."

Article XVII of the Declaration (Liability Insurance and Limitation of Liability) is hereby amended to read as follows:

"A. The association shall obtain and carry liability insurance for the condominium property as required by the Florida Condominium Act common elements of the condominium in such amounts and on such terms as the Board of Directors of the association shall deem proper. The cost of such insurance shall be a charge against each unit pro rata. Unit owners are responsible for liability insurance on their individual units. The liability of unit owners for common expenses shall be limited to amounts assessed from time to time in accordance with the Condominium Act, this Declaration, and the Bylaws. In all other respects, the liability of unit owners shall be controlled by the Florida Condominium Act, and particularly Section 718.119, Flora Statutes as it presently exists or

may be amended hereafter.

B. All unit owners are required to obtain an insurance policy or policies as required by Florida Statutes §627.714 and §718.111. Each unit owner must provide documentation to show compliance with the foregoing to the association or its designee between January 1 and January 31 of each calendar year.

C. Each unit owner must replace the water heater in each unit at least once every ten (10) years and provide documentation showing compliance with the foregoing to the association or its designee.

D. Each unit owner must change all washing machine hoses and dishwasher hoses at least once every seven (7) years and provide documentation showing compliance with the foregoing to the association or its designee.

E. All dryer vents which are part of or appurtenant to each unit must be inspected and cleaned at least once every five (5) years and provide documentation showing compliance with the foregoing to the association or its designee.

F. All air-conditioning units connected to each unit are to be serviced at least once every two (2) years. A unit may service his or her air-conditioning unit annually at his or her discretion. Documentation showing compliance with the foregoing must be provided to the association or its designee.

G. All water lines from refrigerators in each unit must be replaced at least once every seven (7) years and provide documentation showing compliance with the foregoing to the association or its designee.