

VILLA NOVA CONDOMINIUM ASSOCIATION, INC.

Venice, Florida



HOUSE RULES

2017

VILLA NOVA CONDOMINIUM ASSOCIATION, INC.
VENICE, FLORIDA
JANUARY 2012
HOUSE RULES
TO BE OBSERVED BY ALL WHO OCCUPY UNITS IN
VILLA NOVA CONDOMINIUMS

The spirit of cooperation that exists among the Unit Owners and residents is the best possible guarantee that the concept of single-family residence will continue. There are as few restrictions as possible in the **House Rules** conducive to maintaining this atmosphere, while giving the owners the greatest personal freedom consistent with the rights and privileges of all other residents. These **House Rules** are based on our by-laws.

Section 1

NEW SALES/OCCUPANCY

- 1.1 No Unit Owner may sell a unit without prior approval of the Board of Directors.
- 1.2 The seller must supply the Board of Directors with a completed **Application for Permission to Sell (see FORM A)** as prescribed by the Board of Directors. The approval of the unit sale by the Board of Trustees, and the Deed, must be recorded in the Courthouse of Sarasota County. **Buyers must be interview by the Board of Directors.**
- 1.3 No owner or occupant may use or permit the use of the unit for any other purpose other than as a single-family residence. **No more than four (4) persons may permanently reside in an apartment or unit, none of whom shall be under the age of eighteen (18) years.**

1.4 Except for occupants of a unit of the condominium at the time of the reinstatement of the ADOPTION OF THIS AMMENDMENT to the Declaration of Condominium (6/6/89 and 1/13/03 NO. 049158), (1) **occupancy of a unit shall not be permitted unless at least ONE (1) PERSON in such unit SHALL BE FIFTY-FIVE (55) YEARS OF AGE OR OLDER;** (2) **Provided, however, all other occupants of the unit must be at least eighteen (18) years of age or older.** (3) **In the event that all occupants of a unit who are 55 YEARS OF AGE OR OLDER shall die or otherwise discontinue occupancy of the unit, then the Board of Directors reserves the right to terminate the occupancy of the unit by all persons under 55 years of age. If the continued OCCUPANCY WOULD RESULT in less than 80% of the units in the CONDOMINIUM BEING OCCUPIED by at least one person 55 years or older.** (4) **No children under the age of 18 years shall occupy units, except for temporary houseguests and visitors.** (5) A "temporary" occupant shall mean one that occupies such unit for no more than 30 days in one calendar year. Permission for a longer period of occupancy (no more than 90 days) may be given by the Board of Directors.

1.5 As part of the compliance with the Fair Housing Act, all residents must complete a VERIFICATION OF OCCUPANCY form and include a copy of a photo I.D., which will be kept on file for proof of census. (see FORM B)

1.6 The seller must furnish the buyer with copies of the Articles of Incorporation, Declaration of the Condominium, By-Laws, and House Rules.

1.7 **The Board of Directors may require an investigation of the prospective buyer, the cost of which will not exceed \$50.00, to be paid by the seller.**

Section 2

RENTALS

2.1 No unit may be rented for less than one (1) year.

- 2.2 Owners wanting to rent their unit must supply the Board of Directors with the information required on the **Application for Lease of Unit** (see **FORM C**) **at least 10 days prior to granting any approval of occupancy**. Both the owner and the renter must sign the Application, and a copy of the **House Rules** must also be given to the renter. A copy of the Application should be given to the Board of Directors at the time of the personal interview and properly signed by all parties. **An Application Fee of \$50.00 must accompany the form.**
- 2.3 No more than one family may reside in a unit. Such family shall not exceed four (4) persons **with at least one occupant being fifty five (55) or older and no children under the age of eighteen (18) years.**
- 2.4 All renters **MUST** comply with the rules and regulations as set forth by the **House Rules**, which will be supplied to them by the Unit Owner.
- 2.5 The persons to whom the unit is rented must be the ones to occupy it. They are entitled to use the 2 parking spaces assigned to their unit. There is to be **NO SUB-LEASING or SUB-RENTING** of any unit.
- 2.6 Renters creating a nuisance or making unlawful use of the unit may be evicted.
- 2.7 A copy of the lease properly executed must be filed with the Board of Directors. The lease must be completely filled in and signed by both the prospective renters and by the owners of record of the unit being leased.

SECTION 3

LOANING OF UNITS

- 3.1 Should the unit be loaned to relatives or friends, it is required that the Board of Directors be notified, in writing using FORM G **in advance of their arrival, giving the names, time of arrival, and length of stay, etc.** The purpose of this rule is for the protection of the Unit Owners and to assure the Board of Directors, or members thereof, that the occupants have

received permission to stay in the unit.

- 3.2 Owners must supply a copy of the House Rules to the occupants. All occupants must abide by these rules.
- 3.3 The designated persons to whom the unit is loaned must be the sole occupants of said unit. They are entitled to use only the 2 parking spaces assigned to that unit.

SECTION 4 RESPONSIBILITIES OF OCCUPANTS

- 4.1 No grease, paper towels, Kleenex, or other foreign objects or matter will be placed in the drains or toilets.
- 4.2 Owners and occupants should take into consideration the By-Laws of our documents that dictate and guarantee a peaceful and quiet occupancy. Activities and conditions such as, but not limited to, the sound volume of the television set, radio, hi—fi, or musical instruments of any kind should be set so that it is audible only to the occupants of the unit.
- 4.3 No signs of any kind may be displayed on the premises unless approved by the Board of Directors.
- 4.4 Any damage resulting from use or misuse of any facility – either by owner, guest, occupant, or renter – is the direct responsibility of the owner.
- 4.5 No games of any kind are permitted on the lawn, parking lot, roadways, walkway or stairs. No skateboarding, roller skates, children riding bikes in the Bonitas Circle driveway as well.
- 4.6 No boats, trailers, campers, motor homes, trucks, motorcycles, motor driven bicycles, motor scooters, or moped type motor vehicles are permitted to park on the premises. Pick-up trucks, including SUVs etc. will be allowed permanently park on the premises as long as they are factory direct, non-

modified vehicles. No advertising may be displayed and no tools, etc. may be kept in or on the vehicle. Trucks, etc. which are not kept as a clean family vehicle will NOT be allowed to park over-night on the property. All vehicles must be legally registered and operative. Guests who may arrive to visit for no longer than 14 days may park a van or RV on the property with the following conditions:

- a. They must fit in one parking space without interfering into another space.
 - b. The Board must receive a request from the Unit Owner stating the dates in which the guest will be present with such vehicle.
- 4.7 Current occupants that presently have a cat may retain the animal until its demise, and it cannot be replaced. No other pets of any kind are allowed.
- 4.8 Right to Unit access- Irrevocable right to access during reasonable hours when necessary for maintenance, repair or replacement of common element or any portion of the unit to be maintained by the association; or prevent damage to common elements or units. Sec. 718 111 F.S: Sec. 12
- 4.9 If condo by-laws are lost, owner is responsible for \$50.00 replacement cost.
- 4.10 Hurricane storm windows must be installed/attached one week before storm and removed one week after storm, for those owners having storm shutters. **A Request for Architectural Modification, Form E**, must be completed and submitted to the Board of Directors for approval prior to installation of hurricane shutters. Shutters must be in compliance with Florida Building Codes. PLYWOOD is not acceptable as hurricane protection.
- 4.11 No yard, carport or driveway sales of any kind are allowed
- 4.12 If you suspect a pinhole water leak, call a Board Member FIRST. If you have any other plumbing problems, it is owner's responsibility to call a plumber. The Board will not recommend vendors to be used. Under NO CIRCUMSTANCES do owners call contractors for work and charge to Villa Nova. Payment is expected upon completion of work and if you request reimbursement, send your request in writing within 10 days to the Board.

- 4.13 Damage to first floor units as a result of ACCIDENTS from water leaks on the second floor are the responsibility of first floor unit owners. *
Exception: Unless gross negligence can be proven.

SECTION 5 **WALKWAYS, STAIRWAYS LANAIS AND**
STORAGE AREAS

- 5.1 Stairways and carports will be kept free of all objects and **furniture** that could interfere with movement of fire, rescue or other emergency equipment and personnel.
- 5.2 Freezers, refrigerators (**any other major type of appliance**) or any heavy or noisy equipment may not be placed or stored **on the lanai or in the carport areas**.
- 5.3 Doors and screens visible from the outside of the building must be uniform in appearance. NO alterations, decorations, repairs, replacements, or changes of the common elements to any outside or exterior portion of the buildings will be made without approval from the Board of Directors. The **Request for Architectural Modification** must be in writing. (see **FORM E**).
- 5.4 Storage of flammable material or items that may attract rodents or other animals will not be permitted. Therefore, feeding of wildlife is prohibited.
- 5.5 The care and maintenance of all landscape plantings and ground cover (including mulch or rock) in the common ground areas of Villa Nova will be the responsibility of the Association. All owners are asked to contribute mulch, rocks and plants and the Association reserves the right to remove trees etc. on common areas.
- 5.6 The care and maintenance of all landscape plantings behind the fences, lanais and in the carport areas is the responsibility of the Unit Owner.

Owners are responsible for adding ground cover which will include either ¾" white river rock or red mulch. Potted plants are only allowed behind the fence and rear wall of the carport. The total number of potted plants will not exceed four (4) in quantity. Height of potted plants will not exceed 14" and the diameter of the pots will not exceed 15". Plants growing in the carport areas will not exceed four (4) feet in height. Plantings and lawn ornaments are not allowed on back porches or visible from carports. Do not plant scheffelaras, philodendron or viburnum plants, and /or vegetable plants. Owners failing to maintain these specified areas will be contacted and requested to comply within 30 days. If compliance is not completed within the specified time frame, the Association shall perform due maintenance and the costs will be charged back to the owner. In an effort to establish building conformity, all owners are asked to use ¾ inch white river rock or pavers behind fences and in carports. Red mulch or ¾ inch white river rock should be used on the sides and rear of all buildings.

- 5.7 In an effort to establish building conformity, all owners are asked to use three ¾ inch white river rock or pavers behind fences and in carports. Red mulch or ¾ inch white river rock should be installed on the sides and at the rear of all buildings. **DO NOT** use crushed shells, small stones or brown rock.
- 5.8 Bar-b-q grills must be removed from sight after cooling and stored in the carport area, or the back lanai and covered.
- 5.9 **Storage and use of Propane on Porches, Balconies, or Breezeways.** For other than one and two family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10ft (3M) of any structure. Listed electric ranges, grills or similar electrical apparatus shall be permitted.

The standard propane tank found on grills and cookers is twenty (20) pounds. The National Fire Protection Association prohibits the use and storage of twenty (20) pound cylinders within residential structures (i.e. porches, balconies, breezeways, or lanais).

SECTION 6 TRASH PICKUP AND PEST CONTROL

- 6.1 Trash pickup is every Thursday. Trash can be placed out for pickup from starting at DUSK and no earlier, the night before. All trash containers must be kept in the storage room and/or out of view from the common areas. If your trash has not been picked up in the usual time, it is the owner's responsibility to notify Waste Management.
- 6.2 Quarterly pest control service will be provided by means of the maintenance fee. If a unit is not available at the scheduled time of treatment, the residents will have to wait until the next scheduled treatment, unless pests are sighted. At that time, the resident may contact our Management Company directly to report any problems.

SECTION 7 CONDO CLUBHOUSE

- 7.1 No furniture or equipment may be added to or taken from the clubhouse without permission of the Board of Directors.
- 7.2 The Clubhouse is to be kept locked at all times of the day and night except when in use. A key to the Clubhouse has been issued to each owner, lessee, or occupant so that this condition can be effective. If you lose your key or misplace same, a \$5.00 charge will be made to obtain a new one.
- 7.3 No one is permitted in the Clubhouse with a WET BATHING SUIT OR WET TOWEL. **DO NOT ENTER** THE CLUBHOUSE WITH WET FEET OR COVERED IN SUNSCREEN. **DO NOT ENTER** THE CLUBHOUSE THRU THE SLIDING DOORS WHILE USING THE POOL.
- 7.4 No food or beverages shall be stored in the refrigerator or in the Clubhouse.
- 7.5 Anyone using the Clubhouse for whatever purpose is responsible for any damage or breakage and for cleaning up; leaving the room in the same

condition it was found.

- 7.6 Anyone using the Clubhouse is responsible for turning off the lights, heat and/or air conditioning, television, radio or stereo (if available) and locking all doors upon leaving.
- 7.7 Anyone using the grill on the patio of the Clubhouse is responsible for cleaning immediately after use and replacing the cover when it has cooled down.
- 7.8 For any private party, the Clubhouse must be reserved in advance with the Board of Directors. A special *Private Party Use of the Villa Nova Clubhouse* form must be completed, signed and accompanied by a \$15.00 payment. This form lists all of the conditions for renting the Clubhouse. (See **FORM F**)
- 7.9 Sliding doors to the pool shall remain locked and entrance and exit to the pool area will be through gates **ONLY**.

SECTION 8

SWIMMING POOL

- 8.1 The rules of the pool are posted in the pool area. Florida Administrative Code states **NO UNAUTHORIZED PERSONNEL ARE ALLOWED IN THE POOL AREA WHEN THE SOLAR BLANKET IS IN USE, THIS INCLUDES SUNBATHERS.** Maintenance personnel must remove the cover **BEFORE** anyone can enter the pool area. Locks have been installed on gates for additional security.
- 8.2 The summer hours for the use of the pool are from 9:00 A.M. to dusk. Swimming after 10:00 P.M. is **DISCOURAGED**. In order to avoid the confusion of when to open or close the pool due to weather, temperature or season, the following procedure is established. A thermometer will be posted on the outside wall in the pool area. The gates will stay **LOCKED** and the solar blanket will stay on the pool as long as the thermometer shows an outside temperature at or below 70 degrees Fahrenheit. Once the air temperature goes above 70 degrees, our maintenance personnel will remove the solar blanket. Later in the season, as the air/water temperature gets warm

enough, the solar blanket will be permanently removed from the remainder of the season. During the winter months, the pool hours will be from 10:00 A.M. UNTIL 5:00 P.M. Winter months will be December 1 through March 31.

- 8.3 Organized poolside parties will be permitted after prior permission from the Board of Directors is obtained (see 7.8 above).
- 8.4 Those using the pool must shower any sand, dirt, grass or foreign matter from themselves before entering the swimming pool.
- 8.5 Suntan lotion must be used sparingly before entering the pool, as it clogs the filtration system.
- 8.6 Children under 16 years of age must be accompanied by an adult resident/adult 18 years or older. This includes swimmers and non-swimmers.
- 8.7 Running and roughhousing in the pool area is prohibited.
- 8.8 Towels or wearing apparel of any kind may not be draped over any railing, fence, or gate or left on chairs or loungers when not occupied.
- 8.9 If sunscreen or tanning oils are used, **chairs and lounges MUST be covered with a towel before sitting** to prevent damage and deterioration to the plastic.
- 8.10 Any guests living **OUTSIDE** the Villa Nova complex **MUST** be accompanied by the Unit Owner or occupant when using the pool.
- 8.12 Property of the condominium in the pool area shall not be removed at any time.
- 8.13 No food will be allowed in the pool area except for special occasions when approved by the Board of Directors.

- 8.14 No glass, glassware or breakable dishes or containers of any kind are allowed in the pool area at any time.
- 8.15 Any containers used at poolside must be disposed of by the users in a proper manner.
- 8.16 **NO ALCOHOL IS ALLOWED IN THE POOL AREA.** Plastic water bottles and canned soft beverages are allowed and **MUST** be properly disposed of when leaving.
- 8.17 Children who are not toilet trained are not allowed in the pool.
- 8.18 Anyone using the umbrellas at the poolside tables should close them when leaving the area.

SECTION 9

LIABILITY AND DAMAGE

- 9.1 All repairs, replacements and damages (such as broken windows, window and door casements, screens, screen doors, shades, lanais, etc.) as they pertain to individual units will be the responsibility of the individual owner unless caused by a major disaster or by the contractors of the Board of Directors for performance of work on the Villa Nova Complex.
- 9.2 Damage to all common areas by renters, owners or guests shall be reimbursed by the Unit Owner to the association upon completion of the repairs.
- 9.3 Tools in the pump room and Clubhouse shall not leave the premises under any conditions **unless the Board gives permission for use.** They will be returned the same day they are borrowed or if prior Board arrangements have been made for a later date.

SECTION 10

PARKING AREA

- 10.1 Each unit has **designated** parking spaces and **these spaces are reserved for the exclusive use of the residents and guests of the unit designated.**
- 10.2 Guests or visitors spaces must not be used for any extended period of time or for 'extra' cars.
- 10.3 Parking area must not be used by occupants for boats, trucks or large motor homes.
- 10.4 Vehicles determined as "objectionable" by the Board of Directors are not to be parked in the parking areas.
- 10.5 **No parking is allowed on the grass area of the premises at ANY TIME.**
- 10.6 The speed limit in Villa Nova is **10 MPH.**
- 10.7 Owners of cars with oil leaks shall have 30 days to make repairs or park off property until repairs are completed. At this time, carport and driveway shall be cleaned by owner or association at owner's expense (see exception)

EXCEPTION: Unless repairs exceed \$1,000 and owner shows inability to pay, a 6 month extension will be allowed.

SECTION 11

BULLETIN BOARDS

- 11.1 All notices of meetings (Annual, Special and Monthly Board Meetings), parties (both private and Villa Nova Socials), special events and other announcements will be posted on the two bulletin boards in the Clubhouse. All occupants are responsible for getting the information contained in these official notices posted.

SECTION 12

HOUSE RULES

- 12.1 A copy of the **House Rules** must be displayed in a prominent place in the Clubhouse and in all units (rented or owned) and a copy given to all new owners or renters (lessees) for their consideration **BEFORE** renting, leasing, loaning or selling said unit. A copy must remain in each unit at all times for any occupant who might use the unit. If a unit is vacated, the **House Rules** must remain in that unit.
- 12.2 Compliance with these **House Rules** is provided for in the Declaration of Condominium By-Laws and the Condominium Act Chapter 718, Florida Statutes as amended.

SECTION 13

SUGGESTIONS OR REQUESTS

- 13.1 Suggestions and/or requests of any kind should be made in writing (see **FORM G**). Extra copies of this form are located on a table in the clubhouse. The completed form should be signed and placed in the mail slot in the office door, each request or suggestion will then be considered by the Board of Directors at the next meeting.

Respectfully,

*Your Board of Directors
Villa Nova Condominium Association, Inc.
JANUARY 2012*