

# **SAN LINO CONDOMINIUM**

## **RULES AND REGULATIONS MANUAL Initial Issue, Effective 11 August 2015**

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## INTRODUCTION

It is important that we preserve, and hopefully increase, the property values of our Condos at San Lino. The goal of these Rules and Regulations is to provide reasonable and practical guidelines for the operation of San Lino Condominiums. Owners and/or Occupants/Tenants, and their Guests are obligated to comply with these Rules and Regulations, and with the Association's Governing Documents. The Board of Directors has approved these, and may approve other, Rules and Regulations based upon the authority contained in the San Lino Condominium Documents. References to the Association mean the Board acting for and on behalf of the Association. The Association's Board of Directors is also referred to as the Board.

### I. GENERAL REGULATIONS

Please be considerate of other residents and refrain from engaging in conduct which is a material annoyance or nuisance to others. Owners and/or Occupants/Tenants are responsible for the behavior of their guests while at San Lino. The cost of repair of damage to the Property resulting from the acts of Owners and/or Occupants/Tenants, or their guests may be assessed against the Unit's Owner's.

- a. Persons residing on or using the Property are obligated to comply with all applicable laws, ordinances and regulations of the City of Venice and other governmental authorities. If charged with a violation by a governmental authority, Owners and/or Occupants/Tenants are obligated to indemnify, defend and hold the Association and other Owners harmless from all fines, penalties, costs, attorney's fees or prosecution resulting from the violation.
- b. San Lino was designed to be a residential community. Business or commercial activity shall not be conducted or solicited on the property.
- c. Owners and/or Occupants/Tenants are required to shut off the main water valve to the Unit when they will be absent from the Unit for an extended period of time.
- d. Smoke Detectors within the Units are the responsibility of the Owners and/or Occupants/Tenants. Smoke detectors should be checked at least every six (6) months and the batteries replaced annually.
- e. Flammable substances may not be kept on the Property except in properly designated containers.

- f. The Association strongly recommends that Owners designate an alternate key holder for his or her Unit should access be necessary in case of an emergency. Contact information should be provided to the Property Manager. In case of an emergency with no contact information to access unit, a locksmith will be contacted for access at the Owner's expense.
- g. Personnel who provide services to the Association are required to take direction only from the Board or the Property Manager. Comments regarding services or actions of persons performing work for the Association should be directed to the Property Manager.

## II. ALTERATIONS

- a. No Owner shall make any alterations or improvements to his/her Unit unless approved in writing by the Board as set forth in the Declarations 8.2 (c).
- b. All Units are to be kept in good condition and repair. Preventive maintenance should be performed on plumbing equipment, toilet valves, toilet bolts between stool and tank, clothes washer hoses, clothes washer shut-off valves, hot water tank, traps, dishwasher, air conditioner water drain etc. in order to prevent flooding and water damage.

## III. USE OF COMMON ELEMENTS

- a. Common Element grounds are for the enjoyment of all residents. Please be considerate of the rights of others.
- b. When exiting or entering buildings, please use walkways.
- c. Parking of vehicles on the grass areas is prohibited as it damages the lawn irrigation system and results in increased repair costs.
- d. Please use your best efforts to prevent the Common Elements from becoming unsightly. Cigarettes/cigar butts and trash should not be thrown on the ground.
- e. Walkways, streets, driveways and portions of the Common Elements used for access to and from Units or parking areas may not be obstructed, used for storage, activities, or for any purpose other than access and authorized parking.
- f. In order to preserve the aesthetic character and beauty of the property, all

originally installed plants, trees, landscaping and topsoil should be left undisturbed, except for routine maintenance by the Association.

- g. Owners/Residents and guests should not interfere in any manner with common utilities, equipment, systems or structures on the Property.

#### **IV. USE OF LANAIS**

- a. Lanai's are intended for the quiet use and enjoyment of the Owners and Occupants of the Units on which they are located. Loud or otherwise disturbing activities on Lanai's are prohibited.
- b. Lanai's are intended for personal recreational use, and may not be used for storage or other purposes, except seasonal furniture.
- c. No gas or charcoal grills shall be stored or used on a Lanai.

#### **V. EXTERIOR ALTERATIONS/DISPLAYS**

- a. Identification, signs or displays of any kind may not be placed anywhere on the property without prior approval by the Board. However, American Flags may be displayed on appropriate holidays.
- b. No person shall modify or remove any part of the Common Elements, nor change the appearance of any portion of the Common Elements, or the exterior of any Unit at any time.
- c. Owners and Occupants must obtain written approval from the Board prior to making any modification to their Unit. If any change is made without approval by the Board, the Association has the right to remove the unapproved change and correct the changed condition at the expense of the violating Unit Owner.
- d. Additional buildings, animal enclosures, tents, awnings, shelters, additions, or other structures or physical improvements of any kind, temporary or permanent, which are visible from the exterior of a Unit, are prohibited.
- e. No items may obstruct access to stairways or hallways. Items are not to be hung on the railings.
- f. The mounting of external antennas to the Buildings' structure is prohibited.

## VI. LANDSCAPING

- a. No landscaping changes are permitted, at any time, by Owners or Residents without the Board's approval.

## VII. WINDOW TREATMENTS

- a. Appropriate window treatments such as curtains, drapes or blinds are to be in place within sixty (60) days of occupancy and shall be light colored when viewed from the walkway. Sheets, blankets, towels, etc., are not permitted as window treatments.

## VIII. GARBAGE/RECYCLING

- a. See the "HOW TO" GUIDE attached at the end of this Manual. The Guide is also posted on the San Lino website: [www.sanlinocondos.com](http://www.sanlinocondos.com)

## IX. LEASING AND RENTING OF UNITS

As our governing Documents permit the leasing of Units, the following Rules and Regulations are in place in order to preserve and maintain the residential character of San Lino.

- a. An Owner must submit: a completed application, a \$100.00 application fee made payable to San Lino Condo Association, the proposed lease, and a signed Verification of Receipt of San Lino Rules and Regulations to the Property Manager. **The application process must be completed for all new tenants including seasonal tenants.**
  - i. All Renters/Tenants must be approved prior to a Renter/Tenant taking occupancy of the Unit. The application must include the names of all occupants. Note: Condominium units are designed as single family residences.
  - ii. The term of the rental agreement must be for a period of no less than three (3) months.
  - iii. Any violations by the Lessee, or their guests, of the Rules and Regulations, Declarations, and By-laws of the Association will be brought to the attention of the Unit owner. Fines will be levied against the Owner as outlined in the section of the Rules relating to Violations/Hearings/Fines.

- b. Renters and guests of Renters are not permitted to have pets on the property.
- c. Subletting of Units is prohibited.
- d. It is the Owner's/Designee's responsibility to handle all maintenance and repairs within the Unit and to make sure the Lessee/Occupant(s) fully understand that all matters regarding maintenance and repair are to be discussed and coordinated with the Owner/Designee.

**X. LENDING OF UNITS**

- a. When an Owner loans his or her Unit to friends or relatives during his or her absence, the Owner is required to ensure that his or her guests are knowledgeable of, and comply with San Lino's Rules and Regulations.
- b. An Owner who lends out his or her Unit for extended stays, as a means of avoiding the rental policy, is subject to the same fines and penalties as a violation of the Rules and Regulations.

**XI. SALES AND CHANGES OF TITLE**

- a. No Unit Owner may sell a unit or undivided interest therein, without submitting the required sales application and the \$100.00 fee, made payable to San Lino Condo Association, to the Property Manager. Where ownership is acquired by gift or inheritance, the Owner is required to meet the same requirements as for a new purchase.

**XII. UTILITIES**

- a. Each Owner/Designee is responsible for the maintenance, repair, replacement and charges relating to public utilities or other similar services that are metered solely to his or her Unit.

**XIII. SWIMMING POOL**

- a. Observe all posted Pool Rules when entering pool area, as designated by Florida law and posted on the Clubhouse wall.
- b. Pool use hours are from dusk to dawn.

- c. When leaving the pool area dispose of trash, close the umbrellas, and return the chairs, tables and chaise lounges back in their proper locations.
- d. There is No Life Guard on duty. Swim at your own risk.
- e. Children under the age of sixteen (16) must be accompanied by an adult at all times.
- f. Chairs and chaise lounges are to be covered with a towel during use.
- g. No running or disruptive behavior in the pool area. **This is a safety issue.**
- h. The pool is a smoke free area. Smoking is prohibited.
- i. No animals are permitted in the pool area other than certified service animals.
- j. No animals of any kind are permitted in the pool water.
- k. Cell phones and radios should not be disruptive to others in pool area.
- l. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering, or being carried into the pool.
- m. No glass is allowed in the pool area. **This is a safety issue.**
- n. Any Owner delinquent with assessments or fines may have his or her access to the swimming pool suspended.
- o. Inflatable rafts, chairs, and other adult sized flotation devices are not allowed in the pool. Noodles, children's water wings, etc., are acceptable.

#### **XIV. CLUBHOUSE**

- a. The Clubhouse may be reserved by Residents for special functions by submitting a reservation request to the Property Management Company, along with a \$100.00 cleaning/damage deposit. **NOTE: Reserving the Clubhouse DOES NOT include exclusive use of the pool area. The pool area cannot be reserved for special functions.**

- b. Reservations are on a first come, first serve basis.
- c. The Clubhouse is a smoke free area. Smoking is strictly prohibited.
- d. Any Owner delinquent with Assessments or fines may have his or her access to the clubhouse suspended.
- e. Use the fitness equipment **at your own risk**.
- f. For safety reasons, children under the age of sixteen (16) may not use the exercise equipment except under direct adult supervision.
- g. The Clubhouse is required to be left clean and in order after use.
- h. Children must be supervised at all times. **DO NOT ALLOW CHILDREN UNDER THE AGE OF SIXTEEN (16) IN THE CLUBHOUSE WITHOUT DIRECT ADULT SUPERVISION.**
- i. Upon leaving the Clubhouse, ensure that the lights are turned off, the A/C thermostat is reset to 80 degrees, the fans are turned off, and all of the doors are locked (both the primary locks AND the dead bolts.)

## **XV. VEHICLE AND PARKING REGULATIONS**

For the safety of all residents and guests, please drive slowly and carefully while on the Property. The speed limit is **15 MPH**.

- a. Each Unit is allowed to have up to two personal passenger vehicles (car/truck) on the San Lino property. Only one vehicle may be parked in an exterior parking spot. The second vehicle must be parked within the garage assigned to the Unit. **Note:** In order to allow Owners/Tenants time to make appropriate arrangements for any excess vehicles that they may currently possess, the effective implementation date of the two (2) vehicle limitation is 15 October 2015.
- b. Inoperative and/or unlicensed vehicles, trailers, motorcycles or recreational equipment may not be kept anywhere on the San Lino property except inside an Owner's garage. All vehicles required by law to be licensed or registered must have current registration and license tags, as applicable.

- c. Article XIV (c) of the San Lino Condo Declarations states "There shall be no parking of boats, commercial trucks, trailers, motorcycles or any vehicles other than passenger vehicles (i.e. cars, vans, sport utility vehicles, and non-commercial passenger pick-up trucks) in any parking area except locations which may be designated by the Association for such specific purposes, if any."
- i. **Commercial vehicles are defined as any vehicle that has more than two axles, is visibly equipped with or carrying equipment or materials used in a business, or displays a sign advertising or identifying a business.**
  - ii. An Owner of a prohibited vehicle may seek specific consent from the Board to park his or her vehicle on the San Lino property for a short period of time. Consent, if given, will only be for a short term for a reasonable purpose.

## **XVI. GARAGE USE**

- a. A garage is a Limited Common Element exclusively assigned to a designated Unit. Its occupancy/usage is not to be leased out.
- b. Garages are designed for the storage of a vehicle, not as a storage unit for excess material. If a Unit Owner/Renter has two vehicles, one of the vehicles is to be parked within the garage.

## **XVII. ANIMALS**

- a. Owners are allowed two pets. **Tenants are not allowed to have pets.**
- b. A pet must be housed and maintained exclusively within the Owner's Unit except when under the direct control of the Owner, or other responsible handler. Outdoor pet houses, shelters or enclosures of any type are prohibited. No pet may be left unattended on a lanai, elsewhere outdoors, or in a garage.
- c. Owners are responsible to pay for any damage to the property caused by their pet and are obligated to hold harmless and indemnify the Association and its Officers and Directors against any loss, claim, or liability arising out of any act of the pet.
- d. Pets may be walked on the Property only in accordance with local leash laws.
- e. The pet owner shall promptly pick up and dispose of their pet's solid waste. Any pet owner in violation may be subjected to a fine.

- f. Any prolonged or repeated disturbance by a pet such as noise, odor, waste or threatening or nuisance activity may be cause for imposition of a fine on the pet's owner, or the Unit's Owner should the resident be on a lease.
- g. Notwithstanding the foregoing, no rules shall be imposed which restrict the keeping of a Certified Service Animal by a disabled or handicapped person, in violation of any applicable Federal or Florida State Statute, Regulation or Rule.

### **XVIII. ADMINISTRATION**

- a. Waivers from the provisions of these Rules and Regulations for specific situations may be granted by the Board for good cause shown if, in the judgment of the Board, the waiver will not violate the Governing Documents, interfere with the rights of other Owners or Residents, and the waiver is granted to other Owners and Residents under the same circumstances. Waivers will not be granted unless emergency or highly extenuating circumstances exist.
- b. The Board has the authority to amend these Rules and Regulations and to make other Rules and Regulations as it deems necessary for the use, safety, care and cleanliness, etc. of the Property.

### **XIX. VIOLATIONS/HEARING/FINES**

Florida Statutes 718.303 (3) provides:

The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(a) An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

(b) A fine or suspension may not be imposed unless the association first provides at least 14 days' written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither board members nor persons residing in a board member's household. If the committee does not agree, the fine or suspension may not be imposed.

All violators will be notified by the Property Manager, at the direction of The Board, with reasonable time to resolve the violation. If the violation is not resolved within the defined time period, the Fining Committee will set a hearing date to impose a fine of up to \$100.00 per day per violation, not to exceed \$1,000.00.

## Trash/Recycling Guide

**Contract Work:** Remodeling, carpeting, plumbing crews are prohibited from using our dumpsters for disposing of waste. You pay them a haul fee when you contracted the work. Violators will be subject to fines.

**Furniture, mattresses, etc.:** call the Venice Public Works Department (941) 486-2422 to schedule a pick-up. There is a small fee for haul off of these items.

**Rechargeable batteries recycle practice;** all rechargeable batteries can be returned to Radio Shack for recycle. (Lithium, button, non-alkaline, small sealed lead-acid, nickel-cadmium rechargeable batteries are examples of batteries that can be returned for recycle.)

**Plastic grocery/shopping bags recycle practice:** All plastic bags can be placed in recycle bins at local grocery stores. Styrofoam, peanuts, and bubble wrap/wrapping materials: These items may be taken to any UPS Store.

**Electronic waste:** TV's, computers, monitors, keyboards, printers, scanners, and fax machines should be taken to the Sarasota Transfer Station on Jackson Road and residents can dispose of these items free of charged. If you are unable to take to the Jackson Rd site you can schedule a pick up by call (941) 486-2422 and there is a charge for this service.

**Prescription drug disposal practice:** Return to Venice Police Department located at 1350 Ridgewood Ave. for disposal. Not to be flushed down the toilet.

**Syringe/Needle disposal:** Proper disposal of used needles with syringes and lancets from humans and pets prevent the spread of blood-borne diseases by accidental exposure. DO NOT dispose of needles by placing them in the garbage or recycling bin, even if they are in a sealed Sharps container. Free Sharps containers are available for individuals only and obtained and disposed of at the Sarasota County Health Department located in Venice. Call 941-861-6133 for further information or other locations for disposal.

**Household hazardous waste:** Paint, oil, gasoline, anti-freeze, fluorescent bulbs, chemicals, pesticides, car batteries, fire extinguishers, and propane tanks may be taken to the Sarasota Transfer Station on Jackson Rd. Residents can dispose of these items free of charge. For more information on operation and directions call (941) 861-1530.

**Appliance collection:** An unlimited amount of appliances can be collected twice yearly at no additional fee. These collections are done by appointment. Call (941) 486-2422 to

schedule for removal.

Christmas tree disposal: Required to bag tree prior to removal from unit and contact 941-486-2422 for arrangement for pick-up.

For any questions regarding items/issues not mentioned in the How-To-Guide, please contact the City of Venice Solid Waste/Recycling Division, 221 Seaboard Avenue, Venice, Fl. 34285, 941-486-2422, [www.venicegov.co](http://www.venicegov.co). Also, free download application called, "My Waste".