

Village  
Oaks



CONDOMINIUMS ASSOCIATION, INC.

RULES AND REGULATIONS

REVISION NO. 5

FEBRUARY 25, 1997

VILLAGE OAKS CONDOMINIUM ASSOCIATION, INC.

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The following extracts are condensed from Village Oaks Association's Condominium Documents, primarily USE RESTRICTIONS (Article 6) and RULES AND REGULATIONS. While not necessarily verbatim, this information is compiled as a convenience, intended to provide clarification and brevity of what may be the most discussed, yet least understood, condominium policies.

For full, more comprehensive detail of condominium structure, policies, rules, regulations, etc., refer to your copy of the Declaration of Condominium.

A. OCCUPANCY

1. No owner, lessee or other occupant of a condominium unit shall use the unit for other than single family residence purposes.
2. No occupant shall make use of a unit which violates any laws, ordinances or regulations of any governmental body, i.e. commit any nuisance, immoral or illegal act in his/her unit or on the common elements.

B. VEHICLES AND PARKING

1. Vehicles shall not exceed 20 miles per hour on any street within the development.
2. Owners and lessees shall park only in spaces assigned to the unit they occupy and only in other spaces with permission from the owner.
3. No owner, lessee or other occupant shall obstruct the common path of entry to, or departure from, any unit or common elements in any manner; i.e. streets, driveways and parking areas.
4. Parking is not permitted on lawns at any time in order to avoid sprinkler damage.
5. Park any commercial vehicle (i.e. a vehicle with commercial markings or which is otherwise evidently used for commercial purposes), pick-up trucks (whether with an open or enclosed truck bed), boat, camper, trailer, mobile home recreational vehicle, van (other than a van with windows on all four sides and passenger seats behind the driver), motorcycle, motorscooter or golf cart in any parking area for more than two (2) hours in any twenty-four (24) hour period, except in a garage and except a service vehicle during the time that service is actually being provided to the unit owner, resident or Association. Also, no vehicle may be parked in any parking area, except in a garage, which is

not operable, which is not currently licensed for use on public roads or which is so deteriorated as to be unsightly in the sole opinion of the Board of Directors.

6. Vehicles must not be parked in designated NO PARKING areas within Village Oaks (e.g. the cul-de-sac near the pool).

7. Motorcycles are not to be operated on the premises except when entering or leaving the condominium. They may be kept on the premises in garages only. Motorcycle engines must not be revved-up and must be operated with a good- operating muffler system.

8. Bicycles and tricycles may be operated on the premises, but must be kept in garages when not in use. When at the pool/tennis court/shuffle-board area, bicycles must be parked in the 'Bicycle Only' rack (or near the rack when space is not available). Free-standing tricycles should be parked near the rack.

9. No all-terrain vehicles (ATVs) are permitted on the premises.

10. For safety and liability reasons, the use of skateboards, roller-blades, skates and scooters are not permitted on the condominium streets. Street play is also prohibited.

11. No owner, lessee or other occupant of a condominium shall perform mechanical work -- other than emergency repairs -- to motorized vehicles within the common elements or limited common elements of the condominium. Unit owners or lessees discoloring driveways (e.g. with rust, oil, paint, etc.) fronting a unit will be charged for cleanup.

#### C. BUILDINGS AND GROUNDS

1. No occupant may make any alterations to any unit or to the common elements which would adversely affect the safety or soundness of the common elements.

2. To maintain a uniform and pleasing exterior appearance of the buildings, the following shall apply; owner(s), lessee(s) or other occupant(s) may not:

a) Paint or otherwise change the appearance of any exterior wall, door, window, patio or any other exterior structure.

b) Hang laundry or other unsightly objects outside of units or where they can be seen from outside the units.

c) Place any sunscreen, blind or awning on any patio, porch or exterior opening without Board permission.

d) Place draperies or curtains in unit windows unless they have a solid light-colored liner facing the exterior.

e) Place any plantings outside a unit without prior written permission of the Board of Directors.

f) Erect any exterior lights, other than a photo-cell fixture (on front of garage) or a motion-sensor fixture (on rear of a unit), and then only with Board approval and when installed by a licensed electrician.

g) Erect, construct or maintain any wired device (e.g. antenna), electronic transmitting or receiving equipment or structure on the exterior of any building or on the common elements of the condominium.

h) Color or otherwise treat or apply anything to any window other than Board approved window film.

i) Hold a 'garage' or 'yard' sale.

j) Transplant, remove, prune, cut, damage or injure any trees, shrubs or other landscaping, or mow any grass areas within the condominium. Nor may anything be planted outside of a unit without written approval of the Board of Directors. All non-approved plantings shall be removed from the common elements.

k) Erect any signs or place any sign(s) or symbol(s) in a window or any area visible from the exterior, or erect or attach any structures or fixtures within the common elements.

NOTE: Although FOR SALE signs are never permitted, written requests to the Property Manager for placement of OPEN HOUSE signs will be given a positive response providing they meet the following conditions:

o No more than one (1) OPEN HOUSE sign may be displayed in front of each open house. To be placed beside unit driveway.

o Sign(s) may be displayed only on Sundays between the hours of 1:00 p.m. and 4:00 p.m.

o No adornments (e.g. balloons, ribbons, etc.) may be added to any OPEN HOUSE sign, vehicle, the common elements, or other portion of the open-unit exterior.

o Repairs for any damage to sprinkler or other lines by insertion of a sign into the ground will be billed to the unit owner.

3. Owners will be held responsible for destruction, damage or defacement of buildings, facilities and equipment caused by their action(s) and/or the action(s) of their families, guests or lessees.

#### D. PETS

1. Pets are prohibited without prior written approval of the Board of Directors. Pets are limited to fish, birds and no more than one (1) cat or one (1) small dog (see NOTE) not to exceed a full-grown weight of twenty-five (25) pounds and a maximum height of twelve (12) inches at the shoulder.

[NOTE: Exceptions exists for several Board approved cat(s) and/or dog(s) in residence prior to May 25, 1994. Grandfathered approvals will expire and compliance to this restriction will be required upon the death or other departure of these animals.]

2. Once a Board approved pet dies (or is otherwise disposed of), it may not be replaced without a subsequent request by the unit owner and written approval of the Board of Directors.

3. Dogs must be kept on a leash at all times when outside the confines of their owners' unit. Owners are responsible for the immediate and sanitary removal of any excrement.

4. If, in the judgment of the Board of Directors, it is determined that a pet is causing excessive disturbance and annoyance to other residents, the owner will be asked to, and shall dispose of the pet within three (3) days.

5. Lessees or guests of owners or lessees are not permitted to bring pets on to the condominium premises under any circumstances.

#### E. NOISE

1. In order to ensure your comfort and that of your neighbors, amplified devices (e.g. radios, televisions, record/tape/cd players, etc.) must be reduced to a minimal volume level between the hours of 11 p.m. and 7 a.m.

2. No organs, electronically amplified musical instruments or similar devices shall be used at any time to the annoyance of neighbors.

3. No radios or similar instruments shall be played aloud in the common areas; earphones are recommended.

#### F. SAFETY AND SANITATION

1. Food and beverages may not be consumed in any part of the common areas unless specifically authorized by the Board of Directors.

2. No occupant shall permit any activity, or keep anything in a condominium unit or on or in the common elements, which would be a fire or health hazard, or in any way tend to increase Association liability or insurance rates.

3. Portable grills or similar cooking devices may not be operated within the confines of a porch, patio or garage, or within four (4) feet of any building.

4. An open grill or similar cooking device must be attended at all times.

5. Charcoal, propane or similar grills or cooking devices shall not be kept outside, in or on any of the common elements.

6. Garbage or refuse receptacles may not be installed or maintained in or on any of the common elements.

7. Occupants shall not allow any garbage or trash to accumulate. Each unit and the common elements shall at all times be kept clean and sanitary. Whenever possible, appropriate garbage shall be eliminated through the kitchen garbage disposal unit; all other trash shall be placed in waterproof bags or similar containers before being deposited in suitable receptacles.

#### G. GUESTS

1. FOR YOUR PROTECTION, when having guests with owner NOT in residence, unit owners must provide the property manager the following information in writing allowing ample time for delivery:

- a) Names of guest occupants
- b) Their relationship to unit owner
- c) Expected date of guest arrival
- d) Expected date of guest departure

2. Guests of owners or lessees are not permitted to bring pets on to the condominium premises under any circumstances.

#### H. RECREATIONAL FACILITIES

##### General:

1. Use of the recreational facilities (i.e. swimming pool, tennis and shuffleboard courts) is limited exclusively to the immediate Village Oaks family-in-residence in any unit and their occasional guests. In the event a unit is rented, the tenant-family-in-residence and their occasional guests may use such facilities to the exclusion of the unit owner and his family.

2. Appropriate RESIDENT and GUEST badges must be worn by all participants.

3. Children under twelve (12) years of age are not permitted to use the recreational facilities unless accompanied by an adult.

4. Unit owners, their families, lessees and guests using the recreational facilities do so at their own risk.

5. Glass containers or sharp objects of any kind are not allowed in the recreation areas.

6. Dogs and other pets are ABSOLUTELY NOT PERMITTED in the recreation areas.

7. Radios and similar amplified devices (e.g. record, tape and compact disc players) are not permitted in the recreation areas except when used with earphones.

8. Persons using the recreation facilities and washrooms are urged to keep the areas clean by properly disposing towels, trash, cigarette butts, etc.

9. Swimming, boating or aquatic sports are not permitted in or on the lake.

10. Fishing is not permitted from the pool deck.

Pool:

11. Persons using the swimming pool are required to read and obey the posted rules for use of the swimming pool and patio area; many of the rules reflect the laws of the State of Florida.

12. Showers must be taken before entering the pool; hot showers are necessary to remove suntan lotions, oils, etc.

13. All persons using pool-side chairs/loungers must cover the furniture with towels to protect the plastic straps from lotion and oil damage.

14. Diapered children (those not toilet trained) are not allowed in the pool.

15. Food, drink and gum are not permitted within four (4) feet of the pool.

16. Running, ball playing, frisbees, diving and other noisy or potentially hazardous games are prohibited.

17. Inflatables (e.g. floats, rafts, innertubes) and snorkeling equipment, other than a mask or swimming glasses, are not allowed in the pool.

18. All swimmers must wear bona fide swimming attire. Cutoffs, jeans, gym and bermuda shorts are considered inappropriate swim wear.

19. The saving of chairs/loungers in the pool area is prohibited.

20. Pool area washrooms are not intended to replace personal facilities. They are provided for use when needed during pool-related activities.

Tennis Court:

21. Play shall not begin before 8 a.m. and must conclude at dusk.

22. The tennis court may be reserved one (1) day in advance. Sign-up sheets will be posted at the court each morning at 8 a.m. to reserve court time. Residents must register their unit number and names of ALL participating players in the desired time period. Participants are limited to only one reserved play period per day.

23. Playing times are limited to one (1) hour for singles and one and one half (1 1/2) hours for doubles. Players may not sign up for another time period while still engaged in play or while others are waiting.

24. Proper tennis attire must be worn at all times on the court. Proper tennis attire is defined as USLTA approved white or colors, and smooth soled tennis shoes. Bathing suits, cutoffs, gym shorts and basketball or track shoes are prohibited. Tennis shirts must be worn at all times within the tennis enclosure.

25. Players only are permitted within the tennis enclosure.

26. A lowered tennis net indicates the court is out of play for routine maintenance.

#### I. LEASING

1. No unit may be leased for a period of less than ninety (90) days; transient tenancies are not permitted. No unit may be rented more frequently than twice in any calendar year.

2. An owner may not lease a unit without first providing the Board of directors 10-day prior written notice of their intent accompanied by the application fee of \$100.00. (Lease application forms are available from the Association secretary and/or the property management company.)

3. No unit may be sublet by a lessee.

4. Unit owners, or their agent, shall provide their lessees with a copy of these Rules and Regulations. Each lease application shall include lessees' signed agreement to comply with same.

#### J. RESTRICTIONS UPON SALE, LEASE ENCUMBRANCE OR TRANSFER OF UNITS

See Article 11.2 of the Declaration of Condominium of Village Oaks Association, Inc.

#### K. BULLETIN BOARD

1. The Residents Bulletin Board is for the personal use of Village Oaks residents only. Commercial advertisements or other outside material is not permitted.

2. All personal ads or notices must be signed by the resident and current-dated at the time of posting.

#### L. SOLICITATION

There shall be no solicitation by any person anywhere in the buildings or common areas for any cause whatsoever unless invited by the unit owner to be solicited.



M. FLAG DAY

1. Residents may display a pole mounted U.S. National Flag (only) from a holder attached to the front of the garage nearest the owners entry-way. The flag holder must be aligned directly beneath the unit address numerals at a height of approximately five (5) feet.
2. Flag etiquette, per U.S. Code, must be observed.

N. PERSONNEL

1. Employees and contractors are assigned specific duties to be performed under the supervision of the Property Manager. Residents must not interfere with the performance of any such service.
2. All requests by residents for special service must be written in duplicate, signed and dated with one copy directed to the Property Manager and the other to the Board of Directors.

O. ENFORCEMENT

1. Any resident may report a violation of these Rules and Regulations. Unit owners, as Association members, share a distinct responsibility with their neighbors to assist in appropriate enforcement.
2. Violations should be reported in writing to the Property Manager; specify the violation, include your name and telephone number, and place the report in the locked PAMI mailbox near the bulletin boards.
3. Association approved procedures dealing with infractions provide for fair, equitable and non-discriminatory treatment of all its members.
4. The Association and the Board of Directors, Officers and Agents are empowered to relief and remedy for any non-compliance of the Condominium Documents and these Rules and Regulations as provided by the Florida Condominium Act (718) and by other Statutes of the State of Florida and the County of Sarasota.