

# Rules and Regulations

## Village Plaza Condominium Association

Effective Date: **Revised December 15, 2021**

Corrected for Management Company & Website August 9, 2023

These rules and regulations are issued in accordance with current Village Plaza Condominium Association governing documents, including: Declaration of Condominium, Bylaws, and Articles of Incorporation to preserve the integrity of our community.

Occupants and owners shall keep and obey all rules and regulations which are passed from time to time by the Association Board of Directors to supplement those governing documents and their amendments, which each owner should receive when they purchase a unit. The governing documents are also available on the Village Plaza Website, and printed copies can be obtained from Lighthouse Property Management for a copying fee.

Complaints regarding violations of the Rules and Regulations may be submitted to the Board of Directors. All complaints are considered confidential, although residents have the right to obtain copies of all official association documents, including complaint forms.

The Violation form can be found at the Plaza Clubhouse and online at the Village Plaza Website: <http://www.villageplazacondo.com/>.

Violations of these Rules & Regulations or failure to abide by the Village Plaza Architectural and Landscape Review Guidelines may be subject to a fine. See Enforcement section.

If you have questions or need clarification, contact a member of the Board of Directors or forward your inquiry to our management company:

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## RESIDENCY STATUS:

VILLAGE PLAZA CONDOMINIUM ASSOCIATION is a State registered 55+ Community in compliance with the Federal Housing for Older Persons Act of 1995 and the Fair Housing Act and Adult Community Laws in Florida. As such, an Amendment to our Declaration of Condominium was made on January 5, 1999, requiring that at least 80% of the units in all sections of Village Plaza be occupied by at least one person fifty-five (55) years of age or older, and that no persons under eighteen (18) years of age shall occupy any unit more than thirty (30) days in any calendar year.

The Amendment also allows for continued occupancy of a surviving spouse or other approved resident who is not 55 years or older, provided that at least 80% of the units have at least one person fifty-five (55) years of age or older.

In addition, our Declaration of Condominium, (Paragraph 15: SALE, TRANSFER, LEASE, OR OCCUPATION OF UNIT), requires that all new residents be vetted by the Board of Directors.

All persons wishing to reside within Village Plaza must comply with the following:

1. **Age Restriction:** One resident in a unit must be 55+ years of age. If requested by the management company or Board of Directors, Owner will complete a "Census" form to identify all occupants of unit and will provide proof of age.
2. **Background Check:** All persons who wish to be residents of said unit must complete a Residency Application, supply individual personal and financial information for a background check, pay the \$100 administrative fee, and attend an interview with the assigned member(s) of the Board of Directors before they can be approved as a resident. The Residency Application is available online at the Village Plaza Website and Sunstate Association Management Group.
  - a. Any individual who has not completed such a Residency Application and has not previously received approval for residency by the Board of Directors will be considered a visitor and is subject to limitation on length of stay and guest registration as described under the Visitors/Guests section.
3. **Occupancy Limits:** The maximum occupancy for any unit is restricted by the number of bedrooms originally designed for the unit, with a maximum of two occupants per 1-bedroom unit, and four occupants per 2-bedroom unit. Special exceptions could be granted by the Board of Directors, at its discretion, for short-term visitors that exceed this limit.
4. It is the responsibility of the owner to monitor and maintain the interior and the immediate area surrounding their Villa or Condominium. Such responsibility would include but not be limited to plumbing, windows, doors, garage doors, gates, approved personalized landscaping and, in the case of private balconies, the cleaning of all drains. The owner must register the home inspector with the association 14 days prior to vacating the unit. The registration form is included with this document. The owner assumes all financial responsibility for any damages to their unit and to adjacent units as a result of not maintaining the above items.

## **LEASING AND RESALE:**

### **A. RENTERS/LEASES:**

1. Rental of units is allowed, with the Board of Directors' approval of the renter and lease agreement. No more than two leases or rental occupancies are allowed per calendar year for any one condominium unit and, per Sarasota County law, rentals must be for a minimum of 30 days.

All renters are subject to the same age and occupancy restrictions as Unit Owner(s). Unit Owner(s) must provide the Board with a completed Rental Application form providing detailed information about the terms of the Lease and attach completed Residency Application providing adequate information about all renters to allow a thorough background check BEFORE the rental agreement is final. All renters must attend an interview with the assigned member of the Board of Directors before they can be approved as a resident. These two items must be completed before any Lease may be closed.

2. It is the owner's responsibility to see that the tenant is provided a copy of the Condominium Bylaws, the current Rules and Regulations and have a section in the Lease or attached to it that contains the "Restriction Upon Use" as presented in the Declaration of Condominium. The documents are available on the website and at the management company's office.
3. Unit owners should provide their tenants with a clubhouse key and the gate key. A fee of \$25.00 per key will be charged to any renter who does not receive a key from the owner and requests a key from a Board member. (An additional fee may be necessary if a condo mailbox lockset needs to be replaced.)
4. No subletting by renters is permitted.
5. Residents on Long-term Leases (those longer than 1-year) are not required to repeat their background checks and interviews. However, if a unit owner enters into a new short-term lease (less than one year) with a previous renter, they are still required to submit a new rental application and fee for the appropriate background check.
6. Recreational facilities which include the Clubhouse, Pool Area, Barbeque Area and Pickleball and Shuffle Board Courts are for the use of Village Plaza residents and their guests. Tenants have full use of all of the facilities as well. If an owner leases his/her unit, they relinquish the right of use with the exception of reserving the Clubhouse Meeting Room for private gatherings. If any damage is done to of the common elements by an owner, tenant or their guests, the financial burden for the repair or replacement of such damage will be borne by the unit owner.
7. "For Lease" signs are not permitted on the premises. "Open House" signs, no larger than 20" x 26", are allowed on the day of the rental open house and may not be displayed at any other time.
8. Any owner wishing to lease his/her unit may do so upon the terms described above, but in doing so assumes the total financial responsibility for any damage the lessee or guests of lessee causes to any and all of the common elements.
9. If the lessee does not abide by the Rules and Regulations as set forth, Village Plaza Condominium Association may cause the lease to be revoked immediately at the cost and expense of the owner, included but not limited to, attorney fees and costs incurred by Village Plaza Condominium Association.

## B. RESALE/PURCHASES:

1. A Purchase Application should be submitted to property manager's office immediately (within 5 days) of a contract for purchase has been executed. Application is required for all individual purchasers of a unit and should include a Residency Application that includes information about all owners and occupants to allow a thorough background check to be completed along with an interview with member or members of the Board of Directors has taken place. With this information provided two board members must sign the Purchase Application before the transaction can be closed. The application is available online at the Village Plaza website ([villageplazacondo.com](http://villageplazacondo.com)) and at Sunstate Association Management Group.
2. It is the seller's responsibility to see that the purchaser is provided a copy of the Declaration of Condominium, Articles of Incorporation, the Bylaws with Amendments, and the current Rules and Regulations. The documents are available on the website ([www.villageplazacondo.com](http://www.villageplazacondo.com)) and at the management company's office.
3. Seller should also provide the Clubhouse key and the gate key (and mailbox key if a condo unit) to the purchaser. If the seller fails to provide the Clubhouse and Gate Key, they may be purchased from the association for \$25 each. (An additional fee may be necessary if a condo mailbox lockset needs to be replaced.)
4. "For Sale" signs are not permitted on the premises, except on the day of an open house. "Open House" signs, no larger than 20" x 26" and directional signs are allowed, but only on the day of the open house.
5. Any occupant not listed on a Purchase Application identifying all prospective occupants of the unit and who has not received specific signed approval for residency by the Board of Directors will be considered a visitor and is subject to limitation on length of stay and guest registration as described under Visitors/Guests.

## VISITORS/GUESTS

1. **Guests When Owner is Absent:** An Amendment to the Declaration of Condominium, dated January 5, 1999, (Paragraph 14 g, RESTRICTIONS UPON USE), applied certain restrictions on guests of a unit owner who is occupying the unit in the unit owner's absence. The following three (3) conditions apply:
  - a. **Board Notification:** The unit owner notifies the Board of Directors, in writing, in advance, of the names of the guests who will be occupying the unit and the length of time they will be occupying the unit. (A Guest Registration form is available for this purpose.)
  - b. **Age Restrictions:** Such guests must be at least twenty-one (21) years of age. However, guests may be accompanied by their minor children. In no event shall any person under eighteen (18) years of age occupy any condominium unit for longer than thirty (30) days in any calendar year.
  - c. **Length of Stay:** Occupancy of the unit in the owner's absence or in such owner's spouse's absence shall not occur more than two (2) times in any calendar year for a total combined usage of not more than forty-five (45) days.
2. **General Guest Rules:** In addition to the above restrictions, all visitors and guests (regardless of whether the unit owner is present) must adhere to the following guidelines:

- a. **Parking:** All visitors who park overnight at Village Plaza, in a parking space that is not specifically assigned to the unit owner, regardless of the length of stay, must follow all vehicle and parking rules and should put a note on the driver's side dashboard indicating the name and address of the unit owner being visited.
- b. **Guest Registration:** All visitors who will be staying within the community for more than two weeks must be registered with the Board using the GUEST REGISTRATION FORM available online and in the clubhouse. Vehicle License Plate Number, Make and Model of vehicle must be included.
- c. **Length of Stay:** No person may reside at Village Plaza for more than forty-five (45) days total during a given calendar year unless they are an official resident and, as such, must comply with the same age and occupancy restrictions, interviews and background checks as specified under Resident status.

## **PETS:**

1. Homeowners are permitted to have two small household pets per unit. Small is defined as weighing no more than thirty pounds. Size restrictions do not apply to service dogs or assistance animals with the following guidelines:
  - a. All residents or renters with an assistance animal or emotional support pet that does not conform to the size limit above must provide the Board of Directors a written letter or prescription from a licensed medical professional verifying that the pet is medically warranted. A letter template is available from the Association for providing to your doctor.
  - b. If the owner of the service dog, assistance animal or emotional support pet should pass away while a surviving spouse or other approved resident continues to live in the unit, that animal may be "grandfathered" in and allowed to remain as long as all other pet rules are being followed.
  - c. Even if considered a service dog or assistance animal, they are subject to the same rules as pets with regard to picking up their waste, being on leash and under control at all times, and not causing loud noises.
2. Tenants with leases of less than one year are not permitted to have pets with the exception of service dogs, assistance animals, and emotional support pets that have been documented with the Board of Directors via letter or prescription by a licensed medical professional. Tenants with long-term leases of at least one year are subject to the same pet rules as Owners.
3. Pets (even emotional support pets) are not permitted in the Clubhouse, Pool Area or Barbeque Areas. Service animals specifically trained to provide service for a medical need or disability are allowed in these areas.
4. Pets must be on a leash and under the control of their owners at all times. Pet owners who do not control their pets will be financially liable for all damage and injuries caused by their pets, and serious injury may be cause for permanent removal of the pet from the premises.
5. Pet feces must be picked up immediately and disposed of properly by the owner.
6. Pets may not be tethered unattended on any part of the common area.

7. Pets must be inoffensive; continuous barking is not permitted.
8. Fines may be imposed on owners who violate any of these pet rules.

#### **VEHICLES/PARKING RESTRICTIONS:**

1. The speed limit of 15 miles per hour, as posted, must be observed. Fines may be imposed by the Compliance Committee for repeated speeders.
2. Any vehicle parked on the street overnight (any time between 2 a.m. and 6 a.m.) or illegally parked on a street (parked the wrong way, blocking a driveway, parked too close to an intersection) is subject to towing at the owner's expense.
3. Vehicles are to be parked in designated parking areas. Vehicles may not be parked on the grass or sidewalks at any time or on any street overnight. Owners are subject to the cost of repair for damaged turf and sprinkler heads if they or their guests have been found to have parked on the grass.
4. Vehicles under repair shall not be left overnight in any location exposed to public view.
5. No vehicle shall be parked if inoperable for more than two weeks. If a car is leaking oil, the owner must take steps to protect the asphalt and driveways or be subject to the cost of repair.
6. Vehicles must be currently licensed by the motor vehicle department in the state where the owner resides. Cars with tags that have expired for more than two weeks are subject to removal at the owner's expense.
7. Vehicles may be backed into the driveways at the Villas but may not be backed into any other parking space anywhere on the premises.
8. **Allowed Vehicles:** Driveways and parking areas are restricted to conventional passenger-type vehicles. Conventional passenger-type vehicles shall be limited to those vehicles that are primarily used as passenger motor vehicles and which have a body style consisting of two or four doors, hatchback, convertible, station wagon, or minivans that do not exceed 18' in length. SUVs are allowed, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and have not been modified by increasing their heights, or adding off-road tires, roll bars and the like.
9. **Restricted Vehicles** include those vehicles described in #8 above but that have ladders, toolboxes, and other equipment mounted on the outside, or with commercial signage. These vehicles may be on premises during the day for contractor work but may not be parked overnight in a driveway or parking lot.
  - a. **Other Restricted vehicles** shall be described as all other motor vehicles, including but not limited to:
    - a. Motorcycles
    - b. Boats
    - c. Commercial Vehicles used in a trade or business or having advertising or promotional information, symbols, or materials affixed thereto
    - d. Trucks designed or used principally for the carriage of goods, including motor vehicles to which has been added a cabinet, box, platform, rack or other equipment for the purpose of carrying goods other than the personal effects of the passengers

- e. Pickup Trucks
- f. Vans exceeding 18' in length
- g. Campers
- h. Recreational Vehicles having either kitchen or bathroom facilities
- i. Trailers
- j. Motor Homes
- k. And any and all other vehicles, other than the afore-described conventional passenger-type vehicle, shall be prohibited from parking in any area within Village Plaza overnight.

**10. Allowances for Vehicles of Temporary Visitors:**

- a. Contractors working for owners may drive pickup trucks, trailers, or utility vehicles onto Village Plaza property but may not park overnight.
- b. Residents may apply to the board for a “special exception” for moving vans, “pods,” trailers, or other restricted vehicles that must be on premises overnight for up to a maximum of seven nights.
- c. Residents may apply to the board for a “special exception” for guests who are visiting and would like to park a pickup truck on Village Plaza property overnight in a driveway or common area parking lot for a maximum of seven days. (It may NOT be parked on a street overnight.) The unit owner must register the vehicle at the Clubhouse and the visitor must place a note on the windshield identifying the unit owner’s name and address and the dates of the visit.
- d. After seven days, the visitor must remove the vehicle from Village Plaza or be subject to towing.

**11. Vehicles in violation of any of these parking rules may be subject to fines and towing at owner’s expense.**

**RECREATIONAL FACILITIES:**

- 1. Recreational facilities, which include the Clubhouse, Pool Area, Barbeque Area, and Pickleball and Shuffle Board Courts are for the use of Village Plaza residents and their guests. Tenants have full use of all of the facilities as well. If an owner leases his/her unit, they relinquish the right of use with the exception of reserving the Clubhouse Meeting Room for private gatherings. If any damage is done to any of the common elements by an owner, tenant or their guests, the financial burden for the repair or replacement of such damage will be borne by the unit owner.
- 2. All minors under 18 years of age are to be accompanied by an adult at all times while they are using any of the Recreational Facilities.
- 3. Guests using the Clubhouse facilities (sauna, billiards room, weight room, etc.) must be accompanied by a resident. An exception will be made for those guests who have been registered with the Board of Directors as visiting while the owners are not in residence.

**CLUBHOUSE FACILITIES:** The Clubhouse is available to all owners and residents between 8 a.m. and 10:30 p.m. (If access is needed outside these times, please notify a member of the board of the directors. Note that all of the common areas of the Clubhouse are under video surveillance.)



- A. **Billiards Room:** Any equipment being used should be returned to the proper place, lights turned off and, if changed, air conditioning returned to its original setting when leaving the area.
- B. **Clubhouse Meeting Room:** The Clubhouse Meeting Room is available for general usage by owners and residents when officially scheduled events are not in session. (See Private Usage of Clubhouse Meeting Room section for rules regarding exclusive use of this room.) Any furniture used should be returned to its proper place, all tables and kitchen facilities used should be cleaned and trash removed, lights turned off, all exterior doors locked, and air conditioning returned to its original setting when leaving the area.
- C. **Exercise Room:** Usage of the Exercise Room is at your own risk. Any equipment being used should be returned to the proper place and lights turned off when leaving the area.
- D. **Library:** Books are available on an “honor system.” Residents may borrow any reading materials from this room, but please return them when finished. Any furniture or equipment used should be returned to the proper place, lights turned off and, if changed, air conditioning returned to its original setting when leaving the area.
- E. **Lobby:** Any furniture used should be returned to its proper place, lights turned off, exterior doors locked, and air conditioning returned to its original setting when leaving the area.
- F. **Locker Rooms:** Lockers are available on the first-come, first-serve basis. (As long as adequate locker space is available, the board may grant residents who request them, a semi-permanent locker.) However, absent such a request, locks and items stored in lockers or left in showers for more than a week are subject to removal. When finished in the Locker Rooms, the lights and sauna should be turned off when leaving the area. If changed, the air conditioning should be returned to its original setting.
- G. **Kitchen:** If the kitchen is used, dishes should be washed, counter tops and appliances should be cleaned; items used returned to their proper places; all trash should be properly bagged and placed in the dumpster; lights turned off. All exterior doors, especially the sliding glass doors nearest the kitchen, should be checked and securely locked.
- H. **Shared Barbeque Area:** The Barbeque Area is available to residents and their guests from 9:00 AM to 9:00 PM and the use of the Kitchen is included. When using the BBQ area facilities, residents and guests are expected to be respectful of others and of the property. All tables and umbrellas should be returned to their original places, all trash removed, the propane shut off at BOTH the grill and tank, and the grill covers replaced (when grills have cooled).
  - 1. **Private parties may be held in the Barbeque Area**, but not to the exclusion of other Village Plaza residents. The grills and tables and chairs are there for the enjoyment of all residents.
    - a. The maximum number of non-Village Plaza guests in the BBQ area is 10
    - b. There is no reservation charge or application required to use this shared facility
    - c. No private parties are permitted to be held around the pool.
  - 2. **Use of Community-Owned Grills and Propane Tank:**
    - a. Always shut off BOTH the grill AND the propane tank when finished!
    - b. Be sure to follow the lighting guidelines for the propane on the grills – never leave the grill in the ON position with the propane tank open without immediately lighting the grill.
    - c. If it does not light immediately, shut OFF the grill and open the cover and wait 5 minutes to allow all gas to escape before attempting to light again.

- d. Use the scraping tool to clean the BBQ racks.
- e. Replace the grill covers as soon as the grill is cool to the touch. DO NOT leave the grill covers off overnight.
- f. No smoking is permitted in the BBQ area when there is a community function taking place or when multiple owners are using the facility.

**I. Pool:** The Pool is available to all owners and residents, but numbers are limited to a maximum of six (6) persons per unit so as not to preclude other residents from being able to use the pool.

1. There is no lifeguard on duty. Use of the pool is at your own risk.
2. Pool-side showers are required before entering the pool. If any lotions are being used, showering with soap is required each time the pool is to be entered.
3. Swim wear does not include the use of cut-off jeans or any "frayed" form of wear.
4. Entering and exiting the clubhouse in swimwear should be via the poolside doors from the changing rooms. Swimwear should not be worn in the main part of the clubhouse.
5. Running, jumping, diving or other activity which could result in injury is prohibited.
6. Pool capacity (number inside the pool at one time) is eighteen 18.
7. No food or snacks are permitted in the pool area. Drinks are permitted in unbreakable containers but not closer than four feet of pool edge.
8. Specially designed swim diapers are required for all children that are not toilet trained. Persons who are incontinent or ill with diarrhea should not enter the pool, nor should adults who require the use of diapers or absorbing pad or device.
9. No smoking is permitted within the confines of the pool fenced area.
10. An emergency telephone that will dial 911 is mounted in the pool area. It is only to be used for emergency purposes and will not dial any # other than 911.

**J. Shuffle Board Courts:** The Shuffle Board Courts are available to all owners and residents. The equipment is stored near the outside courts. Lights are available for evening play but should be turned off and equipment replaced when finished.

**K. Pickleball Court.** Lines have been added for pickleball in the parking lot behind the Clubhouse. A net, paddles and balls are available for residents at the Clubhouse. Use of this area for pickleball is at your own risk.

#### **PRIVATE USE OF CLUBHOUSE MEETING ROOM**

1. Private parties may be held in the Clubhouse Meeting Room, subject to the requirements listed below for Use of Clubhouse for Private Events.
  - a. Parking is limited to the Clubhouse parking lot which can accommodate 40 vehicles.
  - b. Vehicles are not permitted to park on the grass or landscaped areas.

- c. No tape, nails or tacks may be used on the walls.
  - d. No private parties are permitted to be held around the pool or in any other Clubhouse room. Every effort should be made to keep the lobby clear.
2. **A Clubhouse Private Function Application is not required for any Village Plaza sponsored event** such as Saturday Morning Coffee, Bingo, Games on Monday Afternoon, Cocktails on Monday, Dinners and any event in which the total number of Residents in attendance is 50% or greater.
  3. **A Clubhouse Private Function Application is required for any non-association sponsored event** in which the owner is seeking an exclusive use of the Clubhouse meeting room. There are two types of events that require this application, which must be submitted to the Board of Directors and approved by two members of the board before the event may be scheduled.

The Clubhouse Private Function Application, which includes a Liability Release Statement, and \$200 deposit check should be submitted 30 days prior to the function to the Board of Directors for approval. The Application is available online at the Village Plaza Website and at the Village Plaza Clubhouse. The application should be accompanied by the appropriate deposit and/or fee as outlined below:

**A. Private Parties as one-time events:** A private party, held as a one-time event, may be reserved in the Clubhouse Meeting Room, but only if a resident is hosting it. (No events hosted by non-Village Plaza residents will be allowed.) The maximum amount of time that a reservation can be made is four (4) hours, and the room must be returned in a clean and orderly fashion after that period. No other part of the Clubhouse may be reserved or closed to Village Plaza residents.

- a. Although there is no charge for the use of the meeting room when the majority of attendees are Village Plaza residents, a refundable security deposit of \$200.00 is required with the application.
- b. If the majority of attendees are not Village Plaza residents, an additional check for \$25 is required as a non-refundable usage fee.
- c. In either case, the security deposit check will be returned if the room is left clean with no damage. If cleaning is required, a cleaning fee in the amount of \$25.00/hour will be charged and deducted from the deposit.
- d. If any damage is done to any of the common elements by the owner or their guests, the financial burden for the repair or replacement of such damage will be the sole responsibility of the unit owner.

**B. On-Going Clubhouse Private Functions:** For residents who would like to reserve the Clubhouse meeting room for a recurring weekly or monthly event (such as, but not limited to, card clubs), in which Village Plaza residents are welcome, but the total percentage of Residents in attendance is less than 50%, a one-time, non-refundable application fee of \$200 is required annually.

- a. No other fee will be required, but a voluntary donation basket will be placed in the meeting room and non-residents will be encouraged to donate to cover overhead costs.
- b. If cleaning is required, a cleaning fee in the amount of \$25.00/hour will be charged and must be paid before the next event will be allowed. If any damage is done to any of the common elements by the owner or their guests, the financial burden for the repair or

replacement of such damage will be the sole responsibility of the unit owner reserving the clubhouse.

- c. The Board of Directors is responsible for approving and scheduling all on-going events and will put the needs of the community first when deciding on Clubhouse availability. Requests should be submitted to the Board of Directors 30 days prior to the first function.
- d. The maximum amount of time allotted for the event is four (4) hours, and the room must be returned in a clean and orderly fashion after that period. No other part of the Clubhouse may be reserved or closed to Village Plaza residents.
- e. Reservations for recurring private functions that are not open to Village Plaza residents will not be granted.

## **GENERAL:**

1. **Estate, Carport, Garage and Yard Sales:** Estate, Carport, Garage and Yard Sales are not permitted unless approved by the Board of Directors.
2. **Garage Door:** Garage Doors should be kept closed when the garage is not in use. This helps to maintain an orderly appearance for the neighborhood and reduces the risk of unwanted pests entering the building. Repair of garage doors is the responsibility of unit owners, although the board may approve painting of the doors at its discretion. (Colors are restricted to the beige or brown paints identified in the Architectural Guidelines.)
3. **Citrus Fruit:** Citrus and other fruit-bearing plants are not permitted to be grown in common elements or in open courtyards because they can attract rodents and other pests.
4. **Bird Feeders:** Bird feeders are not permitted because the seeds attract rodents and other pests. Bird feeding (with or without a feeder) is strictly prohibited.)
5. **Washers and Dryers:** Washers and dryers are not allowed in individual condo units due to the potential for water damage to other units.
6. **Laundry Rooms:** Each condo building has a laundry room with coin operated machines. Funds collected go into the budget for that section. Laundry room doors are to be kept locked and a key given each unit owner. Users are expected to keep the room clear of trash and remove their laundry when the cycles are completed.
7. **Screens & Windows:** Per the Village Plaza Declaration of Condominium (11b), repair and replacement of screens and windows is the responsibility of the unit owners.
8. **Solicitations:** Solicitations are not permitted unless approved by the Board of Directors. Anyone making solicitations should be reported to the Board of Directors.
9. **Architectural & Landscaping Changes:** All significant changes to a unit must approved by the Board of Directors and meet the Architectural Guidelines, posted on the Association's website and available from the management company. These changes must be requested using an Architectural or Landscaping Change Application form that scribes the requested change in detail. A written approval by a designated Board member is required before any work begins. Failure to abide by the current Architectural and Landscaping Guidelines and/or failure to obtain written approval for an architectural or landscaping change prior to making the change is subject to a fine of up to \$100 per day, to a maximum of \$1,000 per incident.

- a. **Internal changes** to a unit's structural elements requires prior Board approval, and any changes that can affect other owners' units, including changes in electrical wiring, plumbing, and the building's structure should be undertaken by a licensed contractor with all required state and county permits before work begins.
  - b. **Landscaping Changes:** Maintenance of existing landscaping is the responsibility of the Association. Trimming will be done on a predetermined schedule and replacement of dead plants will be considered when a Work Order is submitted. Owners may submit a Landscaping Change Request Application that describes modifications and plants they wish to install at their own expense for landscaping adjacent to their homes. The Application will be reviewed by the board, and must be approved, in writing, before work begins.
10. **No Personal Items in Common Areas:** Our Declaration of Condominium (RESTRICTIONS UPON USE) clearly states that no personal items may be stored on common areas in or around the villas or condo buildings. This includes planters, fountains, lawn chairs, tables, grills, garden tools, statues, etc. Personal items found in a common area are subject to immediate removal and disposal.
- a. **No Private Patios in Common Areas:** Other than a few incidental landscaping paving stones and pavers near foundations and lanai exit doors to control water and mud incursion, no pavers or other materials may be placed in common areas to create private patios upon the common elements. Violations are subject to fines and possible removal at the owner's expense. No unit will be approved for resale that has violated this rule until the common areas have been restored.
11. **Objectionable noise or odors:** Per our Declaration of Condominium, residents shall not permit loud and objectionable noises or obnoxious odors to emanate from the unit. Nor shall they allow hazardous materials to be stored in a unit or on premises. Smoking on the common walkways of condominium units is not allowed, so as to avoid the smoke entering into neighboring units
12. **Barbeque Grills:** All residents must comply with the Sarasota County Fire Department guidelines on fire safety and the National Fire Prevention Association 1, Chapter 10, rules that have restrictions on the storage and usage of propane cylinders and barbeque grills. The rules vary based on the type of unit in which you reside. Owners who lease their units must ensure that their tenants know and abide by these rules. Violations are subject to fines by the association and legal penalties imposed by Sarasota County.

#### **ENFORCEMENT:**

A **Compliance/Fines Committee** will assist the Board of Directors in overseeing the enforcement of these rules and regulations. See Appendix A, which outlines the Violations/Fines process for rules violations.

The consequences will range from a first-time offense phone call, violation notice, or personal visit to remind the resident of the rules and their suspected violation and will escalate to a warning letter and then a board action to levy a fine for the violation and a hearing before the **Fines/Compliance Committee**. Fines may be imposed of up to \$100 per day for each violation, up to \$1,000 maximum per incident for a repeated violation.

## VILLAGE PLAZA CONDOMINIUM ASSOCIATION

### Rules Violations & Fines Procedures Overview:

Village Plaza property owners and their guests and renters are obligated to follow the three official documents of the Association: Declaration of Condominium, Articles of Incorporation, and the Bylaws, as well as the current Rules and Regulations and Architectural & Landscape Guidelines approved by the Board of Directors.

Any penalties imposed by the Village Plaza Board of Directors for violating any of these documents are governed by Florida Condominium Statute 718.303. Fines may be imposed as outlined in the following procedures. Late fees and penalties for non-payment of special assessments and quarterly HOA fees are not considered “fines” and are not subject to the following procedures. Nor are damages that are assessed for property damage due to accident or negligence.

A **Fines Oversight Committee made up of non-board members** (and may not be related to or reside with a board member) will assist the Board of Directors in overseeing the enforcement of the Rules and Regulations. The following procedures outline the consequences of violating them.

The consequences will range from a first-time offense phone call or personal visit to remind the resident of the rules and their suspected violation and will escalate to a warning letter and then a board vote to levy a fine for the violation and a hearing before the Fines Oversight Committee. Fines of up to \$100 per day, with a \$1,000 maximum per incident may be imposed for a repeated violation of a rule. Failure to pay a fine may result in a court action, loss of use of common recreation facilities, and/or loss of voting rights until the fine is paid.

### General Procedures to be followed for suspected rules violations:

1. **Observing/Reporting the Violation:** A Board member or the management company observes a possible violation or is informed of the violation by another resident. If another resident is issuing a violation complaint in person or by phone, they will be asked to complete a violation form detailing the complaint and submit it to the board.
2. **Friendly warning for a first-time offense:** a courtesy phone call or in-person visit will be made by our management company or a member of the board to let the owner know that we have been informed of a possible violation and they will be asked to correct the situation. If that ends the violation, no other action will be taken, but the violation notice will be placed in their file in case it occurs again.
3. **If the violation relates to a vehicle or parking issue,** instead of a phone call, the board member may complete a Vehicle/Parking Violation form and place a copy on the vehicle itself, while keeping a copy for board records. It should be dated with the make, model and license plate number and a photo taken, if possible, of the improper vehicle or parking and placed with the form for the board records.
4. **Written Warning:** Assuming that the violation continues, a formal letter will be sent by the management company on behalf of the board advising that the resident is in violation of our rules and needs to correct the situation immediately. They will be advised that a possible fine of up to \$100 per day could be imposed at the next board meeting if not corrected.

5. **Board Vote to Impose a Fine:** After one week of the letter being mailed, if the violation continues, the Board will put the violation on the agenda for the next possible board meeting. The owner's name and address will be listed on the agenda along with the violation and the owner is welcome to attend the board meeting to provide background or ask questions about the violation.
  - a. The board will then discuss the violation at an open meeting and recommend a penalty, which could be a suspension of the use of the common areas or a fine that may not exceed a daily accumulation of \$100, up to a maximum of \$1,000. The board will vote on the recommended fine or suspension.
  
6. **14-Day Written Notice of a Fines Hearing:** A written notice of the recommended fine or suspension will be sent to the property address and to all owners' mailing address and copied to the Fines Oversight Committee. A hearing date will be set for at least 14 days from the date of the notice. This hearing provides an opportunity for the owners to appeal the fine before the fining committee. The hearing is required in any event so that the Fining Committee can vote to uphold the fine or reject the fine, even if the owner does not intend to appeal the fine.
  - a. This hearing will take place in a public area of the clubhouse to confirm or reject the Board's fine or suspension recommendation and to allow the owner an opportunity to provide additional information or make a case for the penalty to be waived. The owner may present evidence, or be represented by an attorney or other designated person.
  - b. If the Committee does not approve the proposed fine or suspension by majority vote, the fine or suspension may not be imposed.
  - c. If the fine or suspension is approved by the Committee, the fine payment is due to the Association 5 days after the date of the Committee meeting. The Association will provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable to any tenant or guest.
  - d. Florida Statute 718.303 outlines further procedures for failure to pay the fine.
  
7. **Limitations:** For the following, an owner must be given the opportunity to attend the hearing at which the fining committee will uphold the fine or suspension imposed by the Board of Directors. It is important to note that this meeting is required in order to confirm the fine or suspension and to add the fine to the account ledger.
  - In a condominium association, a fine cannot exceed \$100.00 per violation;
  - A fine cannot be more than \$1,000.00 in the aggregate;
  - A fine cannot become a lien in a condominium or co-operative association;
  - A fine is not added to the ledger or collected until upheld by the Fining Committee regardless of whether the owner attends the hearing.
  - A suspension of use of common elements can occur until it is upheld by the fining committee and the owner or tenant is advised as to the date such suspension commences and ends, usually not more than 90 days.

## Village Plaza Condominium Association, Inc.

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### Census Form

To remain in compliance with our 55plus community status and to ensure that we have all necessary information with regard to occupants, pets, service animals, and emergency contacts, we need to periodically update our records. This form must be completed for every unit in Village Plaza and signed by all unit owners.

Unit #: \_\_\_\_\_

Street Address in Village Plaza: \_\_\_\_\_

Email Address: \_\_\_\_\_

Would you like your email address included in the Directory: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Primary Phone Number: \_\_\_\_\_

Would you like your phone(s) number included in the Directory: Yes: \_\_\_\_\_ No: \_\_\_\_\_

Other numbers for the Directory: \_\_\_\_\_

Do you rent out your unit during any portion of the year? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, have you submitted a current rental agreement to us? Yes: \_\_\_\_\_ No: \_\_\_\_\_ NA: \_\_\_\_\_

Full name and age of all occupants of your unit (occupancy is limited to 2 persons/bedroom):

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

Emergency contact in Sarasota area:

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Do we have a key to your home in case of an emergency? Yes: \_\_\_\_\_ No: \_\_\_\_\_ If no, please work with us to get us a key that will be kept in a locked safe and only used for emergencies. Are you willing to serve as a Section Leader for your Village Plaza section to help pass along information to other residents in times of emergency or in assisting the Board with Section issues? Yes \_\_\_\_\_ No \_\_\_\_\_ Pets if applicable:

Description (color/breed): \_\_\_\_\_ Weight: \_\_\_\_\_

Description (color/breed): \_\_\_\_\_ Weight: \_\_\_\_\_

Is your pet a Service or Assistance Animal? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If Yes, and your pet exceeds the 30 lb. limit, have you provided a written verification from your healthcare provider on the necessity of having such an animal? Yes: \_\_\_\_\_ No: \_\_\_\_\_ NA: \_\_\_\_\_ (A form will be provided for this purpose if you do not have such a written verification.)

Signature required from all Village Plaza owners; (By signing this agreement, you acknowledge that any person occupying your unit for more than 30 days in a year is a registered occupant listed above, or is a registered guest (45 days max in a year for guests), and that you have no more than two household pets, that neither weighs more than 30 lbs. unless one is a verified Service Dog or Assistance Animal, that you will not allow the pet outside off leash, you will pick up all pet waste immediately, and you will not allow your pet to cause noise or be a nuisance to neighbors. You also acknowledge that your guests may not bring pets exceeding the 30 lb. limit unless they can provide us a written statement from their healthcare provider that it is a necessary Assistance Animal.)

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Print name: \_\_\_\_\_