

Rules and Regulations

Village Plaza Condominium Association

LATEST REVISION 5/29/24

Effective Date: June 19, 2024

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, as well as the Architectural and Landscaping Guidelines to preserve the integrity of our community.

Occupants and owners shall keep and obey all Rules and Regulations and follow the Architectural and Landscaping Guidelines which are passed from time to time by the Association Board of Directors to supplement the governing documents and their amendments, which each owner should receive when they purchase a unit. These documents are also available on the Village Plaza Website, (www.villageplazacondo.com), and printed copies can be obtained from Miller Management for a copying fee (see below).

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.

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, Page 18. The Rules Violation Form and Enforcement and Fines Policy can be found at [Appendix A](#). The Rules Violation Form can also be found at the Village Plaza Clubhouse and online at the Village Plaza Website: (www.villageplazacondo.com).

FOR RULE QUESTIONS, contact a member of the Board of Directors or forward your inquiry to our management company:

Miller Management Services, Inc.

2848 PROCTOR Rd., Sarasota, FL 34231

Office: 941-923-5811 Fax: 941-923-5036

Email: millermgt@mindspring.com

Website: www.millermanagementservices.com

Michael W. Miller, Community Association Mgr.

FOR FINANCIAL INFORMATION related to quarterly fees, special assessments, or other financial questions, contact a member of the Board of Directors or Community Financials. For questions related to your specific account, log into the "SMARTWEBS" site at <https://office.smartwebs.com/> (A login will be sent to all Village Plaza owners.) For help registering for the SmartWebs portal, accounting questions or how to pay your quarterly fees or special assessments, please email support@communityfinancials.com or call 833-266-3646 option 1. Please note that customer service hours are 9am – 9pm EST Monday – Friday. There is also Spanish assistance at Ext. 728.

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VILLAGE PLAZA CONDOMINIUM ASSOCIATION, INC. RULES & REGULATIONS

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 and approved by the Board of Directors. Residents would include all tenants, regardless of length of lease, and all owners, non-owner spouses or partners, caregivers, roommates, friends, adult children, or other relatives of owners, etc. – anyone wishing to live at Village Plaza for more than 45 days in a given year.

RESIDENCY STATUS:

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

1. **Age Restriction:** Except in the example above of a surviving spouse or previously approved resident who is not 55 years or older, one resident of a unit must be 55+ years of age. If requested by the management company or Board of Directors, Owner will complete a "Census" form (See [Appendix C](#)) to identify all occupants of the unit and will provide proof of age.
2. **Background Check:** All persons who wish to be occupants of said unit must complete a Residency Application, supply the requested individual personal and financial information for a background check, pay the \$150 administrative fee, payable to Miller Management, 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 ([Appendix D](#)) is available at the end of this document, online at the Village Plaza Clubhouse and Website, www.villageplazacondo.com, and through Miller Management Company.
 - 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. **Parttime Residency:** It is the responsibility of the owner to monitor and maintain the interior and the immediate area surrounding their Villa or Condominium. If an owner plans to be away from the unit for any extended period, they must register the contact information for a home monitor (See [Appendix B](#)) with the association 14 days prior to vacating the unit. Such monitoring would include, but not be limited to, plumbing, windows, doors, garage doors, gates, landscaping overgrowth, pests, and, in the case of private balconies, the cleaning of all drains. The owner assumes all financial responsibility for any damage to their unit and to adjacent units as a result of not maintaining the above items or leaving their unit vacant for any extended period of time.

LEASING AND RESALE:

A. RENTERS/LEASES:

1. NO SHORT-TERM RENTALS ARE ALLOWED (under 30 days), and there is a maximum of two rentals per year allowed. **All rentals require completion of the Purchase/Rental/Residency Application (see [Appendix D](#)), payment of the \$150 fee to process the application and background check, and the approval of the Board of Directors of the renter and lease agreement BEFORE rental can begin.**

All renters are subject to the same age and occupancy restrictions as Unit Owner(s). Prospective tenants must provide the Board with a completed Rental/Residency Application form (See [Appendix D](#)) providing adequate information about all tenants to allow for thorough background check. Owners must also provide a copy of the Lease Agreement with the terms of the Lease. New tenants must pass the background check and attend an interview with the assigned member of the Board of Directors before they can be approved as a resident. These items must be completed before any Lease may begin.

2. It is the owner's responsibility to see that the tenant is provided a copy of the the current Rules and Regulations, Architectural & Landscaping Guidelines, and either provide a copy of the Declaration of Condominium or have a section in the Lease that contains the "Restriction Upon Use" as presented in that Declaration. The documents are available on the website: www.villageplazacondo.com, and at the management company's office.
3. Unit owners should provide their tenants with unit and clubhouse keys that also open the laundry rooms and external gate. A fee of \$25.00 per key will be charged to any renter who does not receive the necessary keys 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 one year or longer) are not required to repeat their background checks and interviews. Partial-year renters who have had a background check

completed and who rent every year within Village Plaza are not required to complete another background check. However, if there is a break in their renting at Village Plaza for more than one year, they are 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 Shuffleboard Courts, are for the use of Village Plaza residents and their guests at their own risk. Tenants have full use of all of the facilities as well. If an owner leases his/her unit, they relinquish the right to use all recreational facilities, except for reserving the Clubhouse Meeting Room for private gatherings. If any damage is done to 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 in front of the unit and directional signs along the community entranceway on the day of the rental open house and may not be displayed at any other time. There are bulletin boards on the outside and inside of the clubhouse that allow Owners to post information about units available for rental.
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 of the common elements.
9. If the lessee does not abide by the Rules and Regulations, Village Plaza Condominium Association may fine the owner for any violations and 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/Rental/Residency Application (See [Appendix D](#)) must be submitted to our property manager's office immediately (within 5 days) of a contract for purchase having been executed. Application is required for all individual purchasers of a unit and should include the Purchase/Residency Application fee of \$150 and information about all owners and occupants to allow a thorough background check to be completed along with an interview with a member or members of the Board of Directors. No sale may be closed until the seller and purchaser have been informed, in writing, by the Property Manager or a Board member that the applicant has been approved by the Board of Directors. The Application for Purchase/Residency is available online at the Village Plaza website (www.villageplazaondo.com) and at our Property Manager's office.
2. It is the seller's (and their realtor's) responsibility to see that the purchaser is provided with a copy of the FAQs, Declaration of Condominium, Articles of Incorporation, the Bylaws with Amendments, the current Rules and Regulations, and Architectural/Landscape Guidelines, as well as other requested information such as current budget, year-end financials, minutes of meetings, etc. The governing

documents are available to Realtors and Guests on the website (www.villageplazacondo.com) and at the property management office. The other documents are only accessible through the Owners' Portal of the website or through a Board member, the Management company., or through www.homewisedocs.com for a fee.

3. The seller should also provide to the purchaser all Clubhouse keys, the gate key (and keys to laundry room and mailbox if a condo unit). If the seller fails to provide the Clubhouse and Gate Keys, 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 on any common elements, except on the day of an open house. "Open House" signs, no larger than 20" x 26" in front of the unit and directional signs along the community entranceway are allowed, but only on the day of the open house. There are bulletin boards on the outside and inside of the clubhouse that allow Owners to post information about units available for purchase.
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.

GUESTS/VISITORS

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 premises 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 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 display 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.

PET POLICIES:

1. **Homeowners are permitted to have two household pets per unit.** The maximum weight for dogs is 50 lbs. Regardless of size, no aggressive animals are allowed, and all animals must always be on leash and under the control of their owners when outside.
2. **Service Animals/Emotional Support Pets:** 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 necessary. A template is available from the Association if your doctor does not have one.
 - 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, their owners are subject to the same rules with regard to picking up their waste, being on leash and under control at all times, and not causing disturbances.
3. **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.
4. 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, but not in the pool.
5. All animals must be on leash and under the control of their owners at all times when outside the unit and must not be allowed to cause prolonged noise disturbance inside or

outside the unit.

6. Pet feces must be picked up immediately and disposed of properly by the owner.
7. Pets may not be tethered unattended on any part of the common area.
8. Pets must be inoffensive; continuous barking or aggression is not permitted.
9. Fines may be imposed on owners who violate any of these pet rules. Pet owners will be financially liable for all damage and injuries caused by their pets, and serious injury may be cause for permanent removal of the animal from the premises.

VEHICLES/PARKING RESTRICTIONS:

1. The speed limit of 15 miles per hour, as posted, must be observed. Fines may be imposed by the Board 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 a fine of up to \$100 per day per violation.
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 inoperable vehicle shall be parked anywhere in the community for more than two weeks. If a car is leaking oil or other fluids, the owner must take steps to protect the asphalt and driveways or be subject to the cost of repair.
6. Vehicles must display a current license plate issued 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 a fine and/or removal at the owner's expense.
7. Vehicles may be backed into the driveways at the Villas but should not be backed into carports to prevent car exhaust going into condo units' doors and windows.
8. **Allowed Vehicles:** Driveways and parking areas are restricted to conventional passenger-type vehicles and small to medium-sized trucks.
 - These vehicles shall be limited to those that are primarily used as passenger motor vehicles and
 - have a body style consisting of two or four doors, hatchback, convertible, station wagon, or minivans that do not exceed 19' in length (including hitches, bumpers, steps, etc.), 6.75" in width and 6.2 ft. in height.
 - SUVs and small to medium-size, single-axle pickup trucks rated ½ ton or 150/1500 or

smaller are allowed as long as they meet the above size restrictions and do not have commercial signage, ladder racks, or cargo extensions.

All vehicles must be able to park within an allotted driveway, carport, or guest parking space without overhanging the space or interfering with other vehicles' ability to park. They must be 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.

- a. **Other personal vehicles allowed:** Motorized wheelchairs and electric bikes are allowed if operated within posted speed limits and are stored in an owner's unit or within the owner's condo section's designated bike rack.
- b. **Bikes & Bike Racks at apartment-style condo buildings:** Bikes should not be chained to carports or stored on any walkway, except in the designated bike racks at each condo building. Bikes placed in bike racks should be in good working order and actively being used. Owners who are not in active residence should store their bikes in their unit or in their storage locker. If the bike is stored on a walkway or if the bike in a bike rack is in poor condition or not being actively used, the Board, at its discretion, may cut the lock (if any) and move the bike to the maintenance shed area where it will not be under cover from the weather. Unclaimed bikes will be disposed of annually.

9. Restricted Vehicles include, but are not limited to:

- a. Any vehicles described in #8 above that are larger than the allowed sizes listed, or that have ladders and other equipment mounted on the outside. These vehicles may be on premises during the day for contractor work but may not be parked overnight in a driveway or parking lot. These include:
 - i. Pickup Trucks, Vans and other vehicles exceeding 19' in length, 6.75" in width and 6.2 ft. in height or that are too long or tall to fit into a villa garage or condo carport.
 - ii. Commercial Vehicles used in a trade or business or having advertising or promotional information, symbols, or materials affixed thereto.
 - iii. Large pick-up trucks, dual-axle trucks and vehicles 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
- b. Motorcycles, electric or gas-powered scooters and golf carts
- c. Boats
- d. Campers/Recreational Vehicles having either kitchen or bathroom facilities.
- e. Trailers
- f. Motor Homes
- g. All other vehicles, other than the afore-described allowed vehicles, shall be prohibited from parking in any area within Village Plaza overnight, except for possible temporary allowances described in #10 below, or if granted special permission by the Board to accommodate a disability requiring a specialized vehicle.

10. Allowances for Temporary Vehicles and 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 equipment that must be on premises overnight for up to a maximum of three (3) nights. After three nights, the owner must remove the vehicle from Village Plaza or be subject to a fine or towing.
 - c. Residents may apply to the Board for a “special exception” for guests who are visiting overnight and whose vehicle exceeds our limits. If approved, these vehicles must be parked in a driveway or common area parking lot for a maximum of seven (7) 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.
11. Vehicles in violation of any of these parking rules may be subject to fines and towing at the owner’s expense.

RECREATIONAL FACILITIES:

1. Recreational facilities, which include the Clubhouse, Pool Area, Barbeque Area, and Pickleball Area, and Shuffleboard 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 of recreational facilities except for 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, exercise 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, tenants, and guests 24 hours per day and the use of these facilities is at their own risk. Note that all of the common areas of the Clubhouse are under video surveillance and owners are responsible for any damage or noise complaints.)

- 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, and all exterior doors locked.
- C. **Exercise Room & Sauna:** Usage of the Exercise Room and Sauna is at your own risk. Any equipment being used should be returned to the proper place and lights turned off when leaving the area. When using the Sauna, note that this room is not waterproof, and water should not be poured over benches or floor.
- 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. Book donations are welcomed.
- 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 a 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.
- G. **Kitchen:** If the kitchen is used, dishes should be washed, countertops 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.
- i. The maximum number of non-Village Plaza guests in the BBQ area is 10.
 - ii. There is no reservation charge or application required to use this shared facility.
 - iii. No private parties are permitted to be held around the pool.

2) **Use of Community-Owned Grills and Propane Tank:**

- i. Always shut off BOTH the grill AND the propane tank when finished!
- ii. 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.
- iii. If it does not light immediately, shut the grill OFF and open the cover and wait 5 minutes to allow all gas to escape before attempting to light again.
- iv. Use the scraping tool to clean the BBQ racks.
- v. Replace the grill covers as soon as the grill is cool to the touch. DO NOT leave the grill covers off overnight.
- vi. 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, from (per Florida law) 30 minutes after sunrise to 30 minutes before sunset, 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 and when lotions are applied to keep our pool and filters clean.
- 3) Swimwear is required in the pool itself and 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 activities which could result in injury is prohibited.
- 6) Pool capacity (number inside the pool at one time) is eighteen (18).
- 7) No food is permitted in the pool area. Drinks in unbreakable containers are permitted, but not closer than four feet from the pool edge. NO GLASS OF ANY KIND IS ALLOWED IN THE POOL AREA.
- 8) Specially designed leak-proof swim diapers are required for all children under the age of 3 and any older children who 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 number other than 911.

J. **Shuffleboard Courts:** The shuffleboard 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:** 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. This area is not an official court, and use of this area for pickleball is at your own risk. A Waiver Form, found

at our website at www.villageplazacondo.com and in the lobby of the Clubhouse, must be signed by all players acknowledging this prior to using the area.

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, Community Dinners and any event in which the entire community is invited and is posted on the community website (www.villageplazacondo.com) and events calendar.
3. A Clubhouse Private Function Application is required for any non-association sponsored event in which the owner is seeking exclusive use of the Clubhouse meeting room. There are two types of events that require this application (see A and B below), 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 a refundable \$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 (www.villageplazacondo.com) 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 to a clean and orderly fashion after that period. No other part of the Clubhouse may be reserved or closed to Village Plaza residents.

- 1) There is no charge for the use of the meeting room when the majority of attendees are Village Plaza residents, but a refundable security deposit check made out to Village Plaza for \$200.00 is required with the application.
- 2) If the majority of attendees are not Village Plaza residents, an additional check for \$25 is required as a non-refundable usage fee to cover wear and tear, use of supplies, electricity, etc.
- 3) 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.

- 4) If any damage is done to any of the common elements by the owner or their guests, reimbursement will first come from the security deposit. If the damage is more than the deposit, the financial burden for the repair or replacement of such damage will be the sole responsibility of the unit owner reserving the facility.

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. Village Plaza functions will have precedence when scheduling.

- 1) The maximum amount of time allotted for the event is four (4) hours, and the room must be returned to a clean and orderly fashion after that period. No other part of the Clubhouse may be reserved or closed to Village Plaza residents.
- 2) 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.
- 3) 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.
- 4) 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, in advance, 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 Association will repair damage to framing and stucco around the garage door and 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 Baths:** Bird feeders are not permitted because the seeds attract rodents and other pests, while bird baths are breeding grounds for mosquitos. 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 section has laundry rooms 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 to each unit owner or tenant. 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:** Door-to-door 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 be approved by the Board of Directors and meet the Architectural and Landscaping Guidelines, posted on the Association's website (www.villageplazacondo.com) and available from the management company. These changes must be requested using an Architectural or Landscaping Change Application form that describes the requested change in detail. A written approval by the designated Board members 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. Owners who make changes that violate the Architectural Guidelines may be required by the Board of Directors to bring the unit back to its original state, and sale of the unit to a new owner may be denied until the violation has been corrected.
 - a. **Internal changes to a unit's structural elements**, including, but not limited to removal of walls, closets, and ceilings, require prior Board approval, and any changes that can affect other owners' units, including changes in electrical wiring, plumbing, and the building's structure should only be undertaken by a licensed contractor with all required state and county permits before work begins. The Board retains the right to review the work in progress and require a cessation of all work until the proper permits are obtained.
 - 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 that is immediately adjacent to their homes. The Application will be reviewed by the Board, and must be approved, in writing, before work begins. Owners may not plant on common elements without Board permission.
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 including walkways. This includes planters, pavers, fountains, lawn chairs, tables, grills, garden tools, statues, etc. Daily fines may be imposed if

such personal items are found in a common area and the owner fails to remove them. Those items are subject to immediate removal and disposal. The Architectural Guidelines allow for the following exceptions to the rule against personal items on the common elements:

- a. **Exception for corners of upper floor condo walkways and “dead end” areas on both upper and lower floors:** Condo owners may place a table and chairs in the spacious corner areas along the upper floor condo walkways, and owners of condo end units may place a table and/or chairs in the “dead end” area adjacent to their units. In both cases, the furniture must be out of the flow of foot traffic, not hazardous or unsightly, and must be available for use by all residents of that condo section regardless of ownership. Owners of these items must put them into storage prior to any major wind event or named storm threatening our area.
 - b. **Exception for decorative planters on villa walkways between December and May.** All personal items in the common areas present a hazard to your own and neighboring units during any type of wind event, so are particularly dangerous during hurricane season (June 1 through November 30). An exception to allow decorative planters on the villa walkways adjacent to the driveway will allow them between December and May as long as they do not interfere with mowing and landscape trimming and do not present a tripping hazard. They **MUST BE REMOVED** between June 1 and November 30. No other personal items are allowed on the common elements at any time of year.
 - c. **Exception for holiday decorations** is allowed for lights and decorations to be placed on gates, balcony railings, and plantings on common elements immediately adjacent to the unit during the months of November and December as long as they do not cause damage to Exception the building or landscaping or cause a tripping hazard. These decorations must be removed by January 15. No items may be placed on lawns that interfere with mowing operations.
11. **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.
 12. **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.

BARBEQUE GRILLS:

All residents of Village Plaza must abide by the following rules regarding grilling, which vary by the type of unit in which you reside. Not only can violating these rules cause the Association to fine you up to \$100 per day for each violation, but the Sarasota Fire Department can levy a fine to the Association of up to \$500 per day for each violation, which will be passed on for payment by any owner(s) in violation.

In general, the Florida and National Fire Prevention Codes (NFPA 1:10.10.6.2) state that for other than one and two-family dwellings, no hibachis, grills, or other similar flame-producing devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion of a building, or within 10 feet of any structure. The only exception is for an approved, UL (Underwriters Laboratories) "listed" electric portable, tabletop grill, not to exceed 200 square inches of cooking surface.

The Florida Fire Prevention Code also prohibits the storage or use of L.P. gas cylinders in these areas as well as in garages, storage units, or inside the home.

1. Grilling Rules for Condos Units:

Other than the above-mentioned "listed" electric portable, tabletop grill, NO gas, wood or charcoal flame-producing cooking, heating, or any other purpose appliances are to be used or stored in or around a condo building. No LP gas cylinders may be used or stored in or around a condo building.

2. Grilling Rules for 4-unit Villas:

Other than the above-mentioned "listed" electric portable, tabletop grill, NO gas, wood or charcoal flame-producing cooking, heating, or any other purpose appliances are to be used within 10 feet of the building. This means that other than the electric grills mentioned above, absolutely no grilling is allowed INSIDE A GARAGE, ON THE PORCH OR PATIO, OR IN A LANAI.

Charcoal or gas grills that use no more than a 5.4 lb. propane cylinder can be used if moved at least 10 ft. away from the building. However, no LP gas cylinders may be stored in a garage or inside the home and must be stored outside away from direct sunlight at least 10 ft from the building. Charcoal grills may be stored in a garage, but when used, must remain 10 ft. away from the building until all coals are cool. The ashes should be stored in an air-tight, fire-proof container until disposed of with the trash.

3. Grilling Rules for 2-unit Villas:

The Florida and National Fire Prevention Codes (NFPA 1:10.10.6.2) mentioned above pertain to multi-occupancy apartments and condominiums and do not apply to 2-unit dwellings. Therefore, charcoal or gas grills may be stored and used on the patio.

However, Village Plaza Rules prohibit the storage of LP gas cylinders inside the garage or home and require that they be stored outside at least 10 ft from the building and away from direct

sunlight. In addition, other than the electric grills mentioned above, THERE IS ABSOLUTELY NO GRILLING ALLOWED INSIDE A GARAGE, ON THE COVERED PORCH OR IN A LANAI.

4. Rules Regarding Grilling in the Community BBQ Area Adjacent to the Clubhouse:

See the rules listed under H (2) SHARED BARBEQUE FACILITIES & USE OF COMMUNITY-OWNED GRILLS AND PROPANE TANK on Page 12.

ENFORCEMENT:

A Fines Oversight Committee will assist the Board of Directors in ensuring that due process is observed when fines are assessed in 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 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.

Appendix A

Village Plaza Condominium Association, Inc.

Rules and Regulations Violation Form

Please submit this form to the Village Plaza Clubhouse Office or email to: villageplazacondos@gmail.com and to our Management company: millermgt@mindspring.com

Date of Submission: ___/___/___
 ___/___/___

Date of Receipt: _____

Name of Violator (if known): _____

Address Where Violation Occurred: _____

Please state the nature of the violation including violator’s name and address if known, and include as much information as possible.

Submitted by: (optional) _____

Phone: _____ Email: _____

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 three non-Board members (who 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 for a violation of a rule may be imposed until the violation is corrected, with a \$1,000 maximum per incident. 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. Any unpaid fines must be recovered prior to the sale of a unit.

General Procedures to be followed for suspected rules violations:

1. Observing/Reporting the Violation: A resident may report a possible violation or a Board member or the management company may observe a violation. If another resident is issuing a violation complaint in person or by phone, they will be asked to complete a violation form detailing the violation 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.

- 4. Written Warning:** Assuming that the violation continues, or is one they have violated before, 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 of how many days the violation has been observed and a possible fine that could be imposed of up to \$100 per day 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 suggested fine level. The owner is welcome to attend the Board meeting to provide background or ask questions about the violation and proposed penalty.

 - 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 any alternate 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 Fines Committee can consider if due process was followed and 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 or reduced. 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: An owner must be given the opportunity to attend the hearing at which the Fines Oversight Committee will uphold the fine or suspension imposed by the Board of Directors. It is important to note that this meeting is required to confirm the fine or suspension and to add the fine to the account ledger. The following limitations are set by the Statute.

- a. In a condominium association, a fine cannot exceed \$100.00 per violation.
- b. A fine cannot be more than \$1,000.00 in the aggregate.
- c. A fine cannot become a lien in a condominium or co-operative association.
- d. A fine is not added to the owner's ledger or collected until upheld by the Fining Committee regardless of whether the owner attends the hearing.
- e. 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.

Appendix B

Village Plaza Condominium Association, Inc. _____

Home Monitor Registration Form

Drop off at clubhouse office or email to: villageplazacondos@gmail.com

Date of Submission: ____ / ____ / ____

Date of Receipt: ____ / ____ / ____

Use this form if a unit is left empty for any period of time. It is the responsibility of the owner to monitor and maintain the interior and the immediate area surrounding their Villa or Condominium. When planning to be absent, the owner must register a home monitor with the association 14 days prior to vacating the unit. The owner assumes all financial responsibility for any damage to their unit and to adjacent units as a result of the unit being vacant and/or not maintaining the premises. The home monitor is responsible for checking and advising the owner of any problems regarding, but not limited to:

- Plumbing (avoid dry pipes by running water and flushing toilets; then shutting main water off)
- Checking windows, doors, garage doors, ceilings, and gates; looking for water or wind damage
- Checking that AC is working, and no mold is growing, checking for water leaks under sinks.
- Checking on overgrowth of landscaping.
- Checking for evidence of mice, rats, termites, or other insect infestation
- For condo units with private balconies, checking & cleaning all drains.

Homeowner Name: _____

Street Address & Unit Number:

Phone: _____ Email: _____

Home Monitor Name:

Phone: _____ Email: _____

Dates unit will be vacant: from ____ / ____ / ____ to ____ / ____ / ____

How frequently will the inspections be conducted? *(We recommend at least monthly.)*

Other notes:

Owner's Signature: _____ Date ____ / ____ / ____

Appendix C

VILLAGE PLAZA CONDOMINIUM ASSOCIATION, INC. CENSUS FORM - Required For All Owners Every Two Years

To remain in compliance with our 55+ 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.

1. UNIT NO: _____ Owner Name(s): _____
2. STREET ADDRESS in Village Plaza: _____
- Preferred mailing address if not a permanent resident: _____

3. Email Address for receiving association updates: _____
Is it OK to include this email in our directory? Yes ____ No ____

4. Primary Phone Number: _____ Is it OK to include in directory? Yes ____ No ____
- Other phone numbers for Directory (if any): _____

5. 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 (no current renters) ____

6. PRINT FULL NAME AND AGE OF ALL OCCUPANTS OF YOUR UNIT (OCCUPANCY IS LIMITED TO 2 PER BEDROOM):
(Note: Occupants include renters, regardless of length of stay, and all guests who stay for more than 45 days in a single year. Occupants must be vetted and approved by the Board and pay \$150 to have a background check completed.)

CURRENT AGE IN YEARS: _____

CURRENT AGE IN YEARS: _____

CURRENT AGE IN YEARS: _____

CURRENT AGE IN YEARS: _____

9. HOUSEHOLD PETS (If you or your tenants do not have any household pets, check here and move to Signature section:

There are no pets: in my unit _____. If there ARE pets, please describe below:

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 50 lb. limit, have you provided us with a written verification from your healthcare provider on the necessity of having such an animal at Village Plaza? Yes ____ No ____

(A form will be provided for this purpose if you have not yet submitted to us such a written verification.)

10. TRUCKS: Do you keep a truck on the premises? Yes ____ No ____

If yes, Make & Model of Truck: _____ (No trucks over ½ ton/1500 size)

SIGNATURE REQUIRED FROM ALL VILLAGE PLAZA OWNERS: By signing this agreement, you acknowledge that you and all occupants, renters, and guests occupying your unit will abide by all rules and regulations of Village Plaza Condominium Association.

Owner Signature

Owner Signature

Date: _____

Date: _____

Form updated: 5/29/24

APPENDIX D

Village Plaza Condominium Association, Inc.

Purchase/Rental/Residency Application - Complete & Submit with \$150 fee payable to:

Miller Management Services, Inc.

2848 PROCTOR Rd., Sarasota, FL 34231

Office: 941-923-5811 Fax: 941-923-5036

Email: millermgt@mindspring.com

Website: www.millermanagementservices.com

Michael W. Miller, Community Association Mgr.

Today's Date ____/____/____

(Please print all answers neatly)

APPLICATION FOR (Check One) RENTAL/LEASE____ **SALE/PURCHASE**____ **RESIDENCY ONLY**____

Village Plaza Address: _____ Unit # _____ Est. Move In/Closing Date _____

Name of Current Owner (who you are purchasing or renting from): _____

Applicant Phone # _____ Are applicants applying as married couple? Yes ____ No ____

Email Address of Primary Applicant: _____

Last Name _____ First Name _____ Middle _____ Suffix ____

Social Security # _____ Driver's License/ID # _____ State _____

Birth Date ____/____/____ Place of Birth: City/Town _____ State _____

Marital Status: Single _____ Married _____ Divorced _____ Widowed _____ Separated _____

Other Names Used (Married or Maiden) _____

Current Address: _____ Unit # _____ City: _____ State _____ Zip _____

Rental or Owned (Circle one) Single Family Home? Yes or No (Circle one)

Monthly Rent or Mortgage Payment _____ Date Moved In ____/____/____

Complex Name _____ Mgr./Owner Name _____ Phone # _____

Reason for Moving: _____

Prior Address: _____ Unit # _____ City: _____ State _____ Zip _____

Rental or Owned (Circle one) Single Family Home? Yes or No (Circle one)

Monthly Rent or Mortgage Payment _____ Date Moved In ____/____/____

Complex Name _____ Mgr./Owner Name _____ Phone # _____

Monthly Rent or Mortgage Payment _____ Date Moved In _____
Date Moved Out _____

Second Applicant's Last Name _____ First Name _____ Middle _____

Social Security # _____ Driver's License/ID # _____ State: _____

Place of Birth: City/Town _____ State _____ Country _____

Marital Status: Single _____ Married _____ Divorced _____ Widowed _____ Separated _____

Other Names Used (Married or Maiden): _____

Other Occupants:

Name: _____ Relationship: _____ Gender: M F (Circle one) Birth Date ____/____/____

Name: _____ Relationship: _____ Gender: M F (Circle one) Birth Date ____/____/____

Vehicles:

Make/Model _____ Color _____ Year _____ License # _____ State _____

Make/Model _____ Color _____ Year _____ License # _____ State _____

By signing this application, you verify that you have read the Rules and Regulations and that you are not bringing or allowing to be brought into Village Plaza for overnight stays a large truck, commercial or recreational vehicle, motorcycle, or any other prohibited vehicle listed.

Pets: Yes No (Circle one) Type: Dog _____ Breed/Color: _____ Weight: _____
(two pets max allowed) Dog _____ Breed/Color: _____ Weight: _____
Cat (s) _____ Color: _____

If any Dog is over 50 lbs., it requires a letter from a healthcare professional verifying that it is a qualified Service Animal or an emotional support pet. Failure to provide such documentation could result in fines and termination of residency rights.

Emergency Contact (Someone over 18 not living with you):

Address: _____ Unit # _____ City: _____ State _____ Zip _____

Name _____ Relationship _____

Phone _____ Email: _____

Check if applicable:

Have you, your spouse or any occupant:

_____ Ever been evicted?

_____ Declared bankruptcy? If so, when? _____

_____ Been sued for unpaid rent or property damage?

_____ Been charged, detained, arrested, or served prison time for a felony or sex crime within the past five years?

_____ None of the above apply.

If applying for **Residency only**, complete Page 1 and 2 only, sign below, and submit application with \$150 fee to Miller Management.

AUTHORIZATION FOR VERIFICATION OF INFORMATION FOR CREDIT REPORT, PUBLIC RECORD, RENTAL OR LEASE HISTORY AND EMPLOYMENT VERIFICATION.

I agree to hold harmless **Miller Management and Village Plaza Condominium Association** and all providers of information on the prospective owner/tenant stated above. In the event that the information provided by me (us) is found to be misleading or false, my acceptance for this residency/lease/purchase, whether determination is made before or after my date of occupancy, may be affected. I do hereby authorize with my (our) signature(s) the release of public records, credit report, rental or lease information and employment verification whether by fax, verbal, photocopy or original signature, to **Miller Management** and all its members and in the future for exclusive use of the Village Plaza Condominium Association, Inc.

Signature _____ Date: _____

Signature _____ Date _____

If Renting the Village Plaza Unit, submit Pages 1 and 2 of Application, sign the above Authorization, and supply a copy of the rental agreement with the \$150 application fee to Miller Management.

Also provide the following information identifying length of rental and acknowledging that you will abide by all Village Plaza Rules and Regulations and Architectural and Landscaping Guidelines.

This Section to be completed by prospective tenants. If purchasing the unit, skip to Page 4.

Rental: Length (Must be for a minimum of 30 days) From _____ to _____

Monthly Payment: _____

Options for Renewal _____

____ **Initial here to acknowledge that pets are not allowed for tenants with less than a full year rental agreement, and only small to medium-sized trucks are allowed as specified in the Rules and Regulations document.**

I, or we, declare that all information given in this application is true and correct and that I have read and understood the Rules and Regulations and Architectural and Landscape Guidelines for Village Plaza and will abide by them or risk being fined and/or evicted. (These documents can be found at www.villageplazacondo.com.)

Applicant's Signature _____ DATE / /

Applicant's Signature _____ DATE / /

If Purchasing the Village Plaza Unit: Complete Pages 1 and 2, sign the Acknowledgement on Page 3, and provide financial information on Page 4 of the Application. Submit all four pages to Miller Management along with the \$150 application fee payable to Miller Management.

Additional Financial Background Information Required for Purchasers:

Annual Income: _____
Source of Income: _____
Savings & Investments: Amount: _____ Location of funds: _____
(proof of funds may be required)

Employment Status: Employed _____ Unemployed: _____ Retired: _____
If employed, current employer: _____ Annual Salary: \$ _____
Contact Phone Number to verify employment: _____

Spouse or Partner's Employment Status: Employed _____ Unemployed: _____ Retired: _____
If employed, current employer: _____ Annual Salary: \$ _____
Contact Phone Number to verify employment: _____

Purchase Price of Unit: _____
*Will you be obtaining a mortgage? Yes _____ No _____:
Will Village Plaza be your Primary Residence? Yes _____ No _____
Do you plan to rent your unit out? Yes _____ No _____
*If obtaining a Mortgage, source of downpayment: _____
Is the Down Payment Contingent upon the Sale of Another Home? Yes _____ No _____

____ Initial here to acknowledge that only two pets are allowed, with dogs weighing a maximum of *50 lbs., and only small to medium-sized trucks are allowed with size and weight specified in the Rules and Regulations document. *Service animals or emotional support pets that exceed the weight limit require a letter or prescription from a healthcare provider.

***Note to Homeowner/Representative (Realtor):** If an estoppel letter or lender questionnaire is needed, please go to www.homewisedocs.com to obtain these for a fee that is in addition to the \$150 application fee payable to Miller Management. You can obtain copies of the Village Plaza governing documents at www.villageplazacondo.com and through www.homewisedocs.com. Additional questions can be directed to Miller Management at millermtg@mindspring.com.

I, or we, declare that all information given in this application is true and correct and that I/we have read and understood the governing documents, the Rules and Regulations, and Architectural and Landscape Guidelines for Village Plaza and will abide by them. (These documents can be found at www.villageplazacondo.com.)

Applicant's Signature _____ DATE / /

Spouse/Other Applicant Signature _____ DATE / /

Village Plaza Condominium Association Board of Director's Action:

Application Status: Approved _____ Rejected _____ Date ___/___/___

Interviewer: _____

Interviewer: _____