

Villas de Golf Association, Inc.
A 55-Plus Community
Rules and Regulations
Revised April 2016

I GENERAL

- a) Pursuant to Article VI Section 2 Authority of Directors of the Declaration of Condominium for Villas de Golf, the Board of Directors has the authority to make and amend Rules and Regulations, and to enforce the provisions of the Documents and the Rules by legal means if necessary.
1. Residents must familiarize themselves with the Declaration of Condominium, and Association Articles of Incorporation, By-Laws and Rules and Regulations (the "Governing Documents").
 2. Owners are responsible for the conduct of their guests and tenants and must provide them with a copy of these Regulations.
 3. Enforcement options for violations of these Rules and Regulations include possible fines, as provided for in Article VI, Sections 1 & 2, of the Association's Amended By-Laws and the Florida Statutes, and/or legal action, including responsibility for prevailing party attorneys' fees and costs.
 4. Violations of these Rules and Regulations will be processed by the Property Manager.
 5. Any Owner suggestions, complaints or requests for change to these Regulations, except as noted in III-c, should be submitted in writing to the Board, for review.
- b) These Regulations have been adopted by the Board, are effective as of April 1, 2016, and supersede all previous Rules and Regulations.

- c) Excerpts from the Governing Documents are incorporated as an appendix to these Regulations, for your reference. Except as noted in Rule III/c, replacement copies of the complete set of Condominium Governing Documents are available from the Association Office for a \$10 fee or at no cost on the Villas de Golf web site (www.villasdegolf.net).
- d) Written requests for approval from the Board, as stated in this document, will be in one of the two following ways:
1. Requests for changes or replacements to an Owner's unit as identified in section IV Buildings and Common Elements will be accomplished using the Building Change Request form, available from the office. The form will be completed with attachments detailing the requested changes, and the requisite signatures. Once completed, submit it to The Property Manager. The Property Manager will notify all members of the Board of the approved request, date the form, provide a copy to the owner, and add it to the official Villas de Golf files.
 2. Other requests from Owners will be submitted to the Board of Directors through the Property Manager in writing using the Maintenance Request form available from the office or found on the Villas de Golf web site. The Property Manager will then add the request to the agenda for the next official meeting of the Board of Directors for consideration. Response to the Owner will be made in writing following approval or disapproval by the Board.
- e) Forms or correspondence to the Property Manager or Board of Directors may be submitted by dropping in the Mail Slot on the office door.

II. USE RESTRICTIONS

Villas de Golf Association, Inc., is operated and maintained as a 55-plus community in accordance with the **Fair Housing Amendments Act of 1988**. Use and occupancy restrictions are elaborated more fully in Section 10 of the Declaration.

- a) At least one person 55 years of age or older must be an occupant of each unit when any person occupies the unit for longer than 2 consecutive weeks.
- b) Each of the condo units shall be occupied only by an Owner, his/her family and guests, or by any individual to whom the Owner has leased his condo unit as a residence and for no other purpose.
- c) No pets of any kind are allowed on the premises. (Dogs and cats are not allowed on the premises.) Fish and small birds (parakeets and canaries) may be maintained by a condo unit Owner or tenant in his/her condo unit only. However, the Association reserves the right to require the removal of any bird that is creating a nuisance by noise (chirping, squawking, etc.) or offensive odor.

Pursuant to the **Fair Housing Act**, unit Owners may be entitled to a reasonable accommodation to our existing pet restrictions. Such a determination will be made by the Board in consultation with legal counsel upon an application made by a unit Owner with supporting medical documentation. Should such an accommodation be granted, unless the request and accommodation specifically determines otherwise, the following guidelines/rules shall apply to any animals at the Condominium.

1. No animals are allowed in the pool area, the clubhouse, the pool hall, the Association office or any other areas on the Condominium's common elements, except where

specifically designated by the Board of Directors for each individual animal.

2. The unit Owner is required to pick up after his/her animal.
 3. Animal must be kept on a leash at all times when outside the unit.
- d) No person under 18 years of age may be a permanent resident or may visit on said premises for a period of more than two weeks per visit and no more than 4 weeks total in any one year.
- e) No condo unit may be divided or subdivided into a smaller unit nor any portions thereof sold or otherwise transferred.
- f) No Owner or unit occupant shall make or permit any disturbing noise in such unit by himself/herself, family, employees, agents, visitors and licensees, nor permit anything that will interfere with the rights, comfort and convenience of other unit occupants.
1. No Owner/occupant shall play loudly, or suffer to be played loudly, any musical instrument, or allow operation of any sound reproducing or playing equipment including a DVR or VCR player, television set, radio, personal player or any other sound amplifier in the occupant's unit between the hours of ten (10:00) o'clock p.m. and eight (8:00) o'clock a.m. the following morning.
 2. Except for emergencies construction work by owner or contractor must take place between 8:00 a.m. and 6:00 p.m. only.
- g) Prior approval of the Board of Directors must be obtained before commencing flooring installation (see paragraph 1.d.1). Unit hard surface flooring must be installed and finished in

accordance with this paragraph. An Owner must make improvements or alterations to the Owner's Unit that will provide impact insulation in all commonly trafficked areas and areas where furniture will be moved frequently. Installation, improvements or alterations to the hard surface flooring in these areas must be completed to achieve a **Field Impact Insulation Class (FIIC) of 54 or higher** for all separating floor-ceiling assemblies between Units. This performance must be achieved in accordance with the **American Society for Testing and Materials (ASTM) E492-90(1996)e1 Standard Test Method for Laboratory Measurement of Impact Sound Transmission** through using the Tapping Machine (hereinafter referred to as Floor-Ceiling assemblies "Applicable Testing Procedures" performed and documented by an independent acoustical testing company qualified to perform the Applicable Testing Procedures (hereinafter referred to as a "**Qualified Engineer**"). An FIIC 54 can be achieved by using a variety of flooring treatments including area rugs or carpeting, wood flooring backed with a suitable impact isolation pad, vinyl tile flooring mounted on a sheet impact isolator, cork flooring planks, rubber tile, ceramic tile with an underlayment of cork sheeting, or any other finish material that will achieve an FIIC 54. If a product assembly has not previously been tested in accordance with Applicable Testing Procedures and approved by the Board, the Board may require that a Qualified Engineer temporarily install a sample of the product proposed to be utilized by the Owner within the Unit, conducting the testing under the Procedures, and prepare a report documenting that the product performs in accordance with the requirements of this section before installation. If material testing has not been completed to document an FIIC 54 or higher prior to installation, the Board may require the Owner to complete testing to document the Impact Insulation Class (IIC) performance of the new assembly following installation in the Unit. (See Governing Documents 10.10 Soundproofing, Page 23.)

- h) Owners and tenants are responsible for the actions of any guests, family or invitees, who are in their units. If written complaints are received by the managing agent, enforcement action will be taken against the Owner of the unit. This may include legal action, and the Owner will be responsible for attorneys' fees and costs when the Association prevails.

- i) No condo unit Owner shall have an Ownership interest in more than one (1) condo unit at any time. The only permitted exception to this restriction will be if any condo unit Owner wishes to purchase another condo unit for his/her personal occupancy and use, he/she will be permitted to do so under the following conditions:
 - 1. he/she must make the second condo unit his/her permanent residence;
 - 2. the original condo unit must be offered for sale;
 - 3. no rental of the original condo unit is allowed, however, friends and relatives may stay in the condo unit free of charge for a period not to exceed two (2) weeks after Board approval.

- j) Non-smoking. Smoking will NOT be permitted within the common areas such as the clubhouse, the pool hall, or maintenance building including the Association office. Smoking will also be prohibited within the fenced in area of the swimming pool as well as a reasonable distance (six feet or more) from any building on the condo grounds or tennis and/or shuffle board courts.

III RENTING, LEASING AND REALES

- a) All transfers of Ownership of condo units, including by sale, gift or inheritance, require the approval of the Association.

All leases require the approval of the Association. Owners are responsible for notifying their real estate agent, prospective buyer or lessee, that condo units must be occupied by at least one person, 55 years of age or older.

1. A condo unit Owner's intention to make a bona fide sale or lease of his/her condo unit must be given to the

Association in writing thirty days prior to the date of the transfer of title or use.

2. The Association must be given the name and address of the intended lessee or buyer and such other information as required on such forms as are provided by the Association. An executed copy of the proposed lease and or sales contract must be provided.
3. Those who inherit condo units must supply a certified copy of their title.
4. Proposed buyers, inheritors or lessees must complete the appropriate application forms prior to the required interview with at least two (2) Board members before approval of any transfer of Ownership or lease is made. Forms are available in the office. All forms are to be returned to the Association property manager, Resource Property Mgmt. Interviews must be done on site with two (2) board members. If two board members are not available, then the Property Mgr. is authorized to conduct the interview.
5. Following the sale of a condo unit, the Association must be given a certified copy of title in order to maintain current records of Ownership.
6. Credit/criminal checks are required for all new Owners. (See cost sheet on application forms).

7. Criminal checks are required for all new renters and permanent occupants without regard to whether such person is a guest or tenant, (See cost sheet on application form)
- b) No condo unit may be leased out during the first 12 months of Ownership. Thereafter, a unit may be leased for periods of a minimum of six (6) consecutive months and a day. Only one lease per year is allowed. Inherited units are exempt from the 12 months waiting requirement.
- c) An administrative charge of \$50.00 will be paid to the Association on each lease or resale approved by the Association. The administrative fee is to compensate the Association for conducting a criminal background check, scheduling and conducting an orientation meeting with prospective Owners or lessees, for supplying a set of Condominium documents including these Regulations, and for the preparation, notarization and filing of the required approval certificate in the public records of Pinellas County. Additional charges may apply as approved by BOD; the charge amount will be provided to the prospective Owners or lessees by the Property Manager.
- d) The \$50.00 administrative charge will not be required for the renewal of a continuous lease or the renewal of a seasonal lease by the same lessee. A continuous lease is one in which the same renter leases the same condo unit 12 months a year, year after year, the renewed lease is signed on or before the expiration date of the old one, and the office is sent a copy. However, the Association reserves the right to disapprove the continuation of a lease if the tenant(s) have repeatedly violated the Association's rules and regulations, or demonstrate conduct inconsistent with community living.

- e) The 30-day review and approval set forth in the Declaration will not begin to run until the Association has received all necessary forms, completed and signed as necessary, and the administrative charge, if any, has been paid.
- f) When an Owner is not present, non-paying guests may stay up to 3 months as long as one occupant is 55 years of age. If no one is 55 years of age, the visit is limited to 2 weeks. In all cases the Owner must notify the Board in writing in advance as to who is staying in the unit and for how long. No remuneration (rent money) may be exchanged.

Owners and lessees who occupy condo units periodically should use "Arrival-Departure" forms to notify the office at the beginning and end of seasonal stay. Guests arriving and departing when Owners are not in residence should be registered prior to arrival. Use "Arrival-Departure" forms or via the Villas de Golf web site. If this form is not available, a note giving required details with Owner's signature will suffice. If guests' arrival cannot be confirmed with the Owner, they may be asked to leave.

All forms are available at the Office and on the web site.

IV BUILDINGS AND COMMON ELEMENTS

- a) Smoke detectors are required within each unit by the City of Largo. Maintenance, replacement and disposal of any defective device are the responsibility of the unit Owner. Smoke detectors are subject to inspection by the Largo Fire Department.
- b) Fire alarms and fire extinguishers are installed in the walkways of condo unit buildings. The fire alarm alerts residents of a fire; it does NOT call the Fire Department. In case of fire, immediately dial 911 to summon the Fire Department.

- c) Owners must provide the Office with a current set of keys to their unit. Keys to all units must be on file at the office. Florida Statutes, Section 718.111(5), gives the Association the right of access to each unit during reasonable hours for maintenance and repair of common elements, to prevent damage to other units and the common elements, and for any emergencies. Board Members, only, have access to the Owner keys. If Association access is required, effort will be made to have two Board members access a condo unit. If entrance is necessary and the proper keys are not available, a locksmith will be called to open the unit and the cost will be billed to the unit Owner.

Keys for automobiles left in parking area during an Owner's extended absence MUST also be in the Office. All keys are kept in locked storage. If it becomes necessary to move cars for any reason and car keys are not available, then the car will be towed at Owner expense. An effort will be made to notify the Owners prior to the need to move vehicles, when possible.

- d) Any changes to the outside of buildings including lanais, patios, windows and doors require the written approval of the Board which has the authority for maintaining the exterior appearance of the condominium complex. Approved colors for lanais, window, screen or storm door frames are black or dark bronzed. Requirements for main entry door replacement are white, solid, but could include cutout for half-moon window. Submit request for changes or replacements in writing using the form for this purpose, available at the Office, prior to making any modifications or improvements. Windows and lanai doors must be installed by a licensed, insured contractor, and must meet all state and local code requirements.

- e) Outside alcove carpeting is the responsibility of the Association. The Association has the responsibility and authority to replace any worn or damaged carpet. From time to time the Association will replace the carpet as needed.
- f) The Association is responsible for painting the exterior of the buildings, including originally contractor installed lanais, doors, and window frames. Painting schedules will be as authorized by the Board of Directors.
- g) Damaged screens, screen doors, or windows are to be replaced promptly at the expense of the Owner.
- h) Walkways are to be kept clear of any obstructions, including chairs and stools. No items to be placed on outside window sills.
- i) Patios and unit steps are common areas; all patios, patio furniture and unit steps must be preapproved by the Board of Directors and must conform to Board specifications.
 - 1. Patios shall be white cement blocks with a choice of block size: 12 inch blocks with 6' x 12' dimension OR 16 inch blocks with 6'8" x 12' dimension.
 - 2. Unit steps shall be 4' x 4' dimension using 16" white cement blocks.
 - 3. Semi-permanent patio furniture is restricted to outdoor style chairs in white, off-white, dark green, black, brown, or earth-tone blends that blend with the exterior colors of Villas de Golf. Chairs may be solid iron or plastic, or aluminum frame with sling seat, or equivalent. Tables are to compliment in color and type; round tables will not exceed 16 inches diameter; square tables will not exceed 16 inches on any side. All patio furniture and materials must be removed from

the patio when the unit is unoccupied (see the Shut Down Checklist in the following section).

- j) Do not cover windows or doors with unsightly materials such as sheets, paper or foil. Do not air rugs, towels or other items on the railings.
- k) Signs or other commercial, industrial and political advertising, are not permitted within the complex. For sale/open house signs may be placed by Realtors for a period not to exceed 3 hours when conducting an Open House following approval of the Board.
- l) No planting, transplanting, removal, or modification of flower and shrub beds by any unit Owner or resident is permitted without Board approval. Window boxes and plantings within any doorway entry areas by any unit Owner are restricted and require the prior written approval of the Board.
- m) Except for the limited Holiday period, extending from Thanksgiving through January 10th, decorations on the outside walls of the buildings are prohibited. Personalized decorations within doorway entry alcove area are permitted throughout the year.
- n) Hurricane shutters may be installed on the patio or balcony inside the screens. Exterior window and door shutters may be installed on the outside perimeter of the buildings. All shutters must be installed as per standards adopted by the Board of Directors.
 - 1. Each request for exterior hurricane shutters shall be submitted to the Board for approval and all hurricane shutters shall be uniform in color, style and specification. Colors are Black, White or building color.

2. Each request for interior shutters must be submitted to the Board for approval of color.
 3. Shutters must be installed by a licensed, insured contractor, and the Owner is responsible for any damage to the common elements during installation, maintenance and/or removal of shutters. This responsibility includes the cost of removing and reinstalling shutters if necessary to allow access by the Association for exterior maintenance of common elements.
 4. Shutters must meet minimum stress test standards according to State and Local Code requirements. Permits must be acquired from the proper authorities.
- 0) When a contractor is used to make modifications to an Owner's unit, the contractor must haul away all removed debris. The debris shall not be put in the Association dumpsters.
- p) Storage of flammable materials such as gasoline, turpentine, etc., is strictly prohibited in residential units or outside storage lockers.
- q) To insure against damage to the Owner's unit as well as adjacent property, from water, mold, disease and pests, the unit Owners must use the following **Shut-Down Checklist** during periods of extended absences. Owners shall be strictly liable for any damages to the common elements caused by or relating to failure to comply with these procedures:
1. Turn off the power to the hot water tank.
 2. Turn off the main unit water valve located in your unit. Test Valve**
 3. Insure that a duplicate door entry key is on file in the office.

4. If you are leaving a car, make sure to leave keys in the office.
5. Remove all perishable food products.
6. Remove all garbage
7. Put all patio furniture and other objects that may fly around during a hurricane inside your unit.
8. Place non-perishable food in roach/ant proof containers.
9. Place several “roach/ant traps” around the unit.
10. Leave the A/C on and the thermostat set at 80 degrees or lower to control mold growth and unpleasant odors. In some cases a dehumidifier may be needed. If in doubt, seek professional help. Thermostat unit batteries (if so equipped) are to be replaced to preclude failure of the thermostat during the absence period.
11. Arrange to have someone check your unit periodically to ensure that all is well.

** How to test your main valve:

1. Turn off the main water valve.
2. Turn off the power switch to the hot water tank.
3. Open all cold and hot water faucets.
4. After 5 minutes, if any water drips from any faucet, your valve is defective.
5. If defective, replace with a new (quality) ball valve and retest.

- r) Each unit Owner shall be liable for the expense of any maintenance, repair or replacement of the condominium property, common elements, unit owned by other persons, or any property in which the association owns or has an interest due to damage caused by the Owner.
- s) City of Largo permits are required when changing windows, air conditioners, and/or hot water tanks.

V VEHICLE PARKING AND USE OF ROADS

- a) Observe posted speed limits and stop signs.
- b) Permanent storage or extended parking of vehicles by residents and non-residents is prohibited. Residents who live off premises for part of a year are permitted one space for their personal vehicle. Passenger vans longer than 19 ½ feet or a length which fit completely within the boundaries of a parking space are to be parked in visitor's parking areas only. No commercial vehicles, motorcycles, or trailers of any kind are permitted to be parked overnight within Villas de Golf. All vehicles must have current license tags. Non-compliance may result in tow away at Owner's expense. Owners of unregistered vehicles will be notified either in person, by phone or letter at currently on file address that their vehicle is in non-compliance and will be given two (2) weeks to respond. If no response after two weeks a second attempt will be made to contact the vehicle owner. If no response in two (2) weeks, the vehicle will be towed.
- c) All vehicles remaining on the premises longer than one night must be registered and display an identifying sticker, decal or hang tag, as specified by the Board of Directors. Non-complying vehicles will be subject to being towed at the

expense of the vehicle Owner. Lessees must have a valid lease on file before a vehicle sticker will be issued.

- d) Vehicles are to be parked "Front End in Only", and only in designated parking spaces. Repair of vehicles on the premises is prohibited.
- e) Unit Owners' personal cars may be washed in the designated areas or in open parking or their own parking space when there is no danger of splashing on a neighboring car. A shut-off valve must be used on the hose used for this purpose to conserve water and in compliance with local regulations. Use a minimum of detergent and city water. Designated areas are at the Southeast corner of Building 5; south of Building 9 near the dumpster; and north of Building 2 near the drain. Please keep areas free of trash.
- f) Damage to asphalt paving from oil leakage, etc., in carports will be repaired at the expense of the Owner of the car which caused the damage.
- g) All bicycles must be registered and display an identifying sticker. Bicycles may be parked under the landings of stairwells in the bike racks provided. Bikes must not be parked in storage rooms, on walkways, or in rooms containing trash chutes. All bicycles are to be kept in good operating condition. Owners leaving for the season must store bicycles in their condo units for safe keeping.
- h) Due to limited visitor parking each unit will be allowed to have no more than two (2) vehicles on site. The Board of Directors may allow additional vehicles on site for short durations. Owners must request permission for additional vehicles in writing to the Board two (2) weeks prior to obtaining an additional vehicle. Non complying vehicles may be towed at Owner's expense.

VI OTHER RESTRICTIONS

- a) All garbage must be placed in plastic bags and tied tightly before being placed in trash container. The Association participates with the City of Largo's Mixed Recycling program. Collection carts are located on the grounds for plastics (except for grocery, trash and food bags, and plastic wrap), mixed paper, aluminum cans, aerosol cans, aluminum foil and trays, tin or steel food cans, glass (clear, green and brown), flattened cardboard, and milk and juice paper cartons. Note: plastic bags excepted above can be recycled at local grocery stores.
- b) Owners are responsible for proper disposal of all discarded items. Paint, fluorescent tubes, TV sets or other hazardous materials may NOT be placed in the dumpsters. They can be recycled at the Household Electronics and Chemical Collection Center, 2855 109th Ave N. in St. Petersburg. Other owner discards such as furniture or cabinets can be recycled by calling Pinellas County Solid Waste Division, (727) 464-7500, and setting up a pick up date. **Do NOT bring any of these materials to the maintenance building.**
- c) The main water valve within each condo unit must be in good working order and is to be shut off when the unit will be vacant for a period longer than one week (see Unit Shut-down Procedure). Repair or replacement of the valve is the responsibility of the condo unit Owner.
- d) The Association provides barbecue grills for resident use. Grills must be cleaned and the cover closed (when cool) after use. No personal barbecue grills or outdoor cooking units are allowed in the complex.

- e) Except in the pool area, proper attire including shirts or other cover-ups, and footwear is to be worn within the complex at all times. NO Exceptions.
- f) Feeding birds, squirrels, rabbits and other wild animals on the Condominium property is strictly prohibited.
- g) Non-power tools may be "signed out" for occasional, brief personal use from the maintenance shed, and must be returned by 9 a.m. the following day. Arrangements should be made with the B&G Chairman or a Board Member. Any borrowed tools are for an Owner's use at his/her own risk.
- h) Use of skateboards, skates, inline skates and scooters are not permitted in the walkways.
- i) Washers and dryers are not permitted in 1 or 2 bedroom condo units. Washers and dryers are only permitted in 3 bedroom condo units, and if the original hook-ups for electricity and water and the external vent (as installed by the developer) used in the installation are still being used.

VII RECREATIONAL FACILITIES

a) Recreational Center and Clubhouse

Board-recognized Villas de Golf groups may reserve the Clubhouse for meetings and parties when there are no regular activities scheduled. Those planning the function are responsible for arrangement of furniture and re-arrangement of furniture and proper clean-up after the function, including the removal of leftover food and drink. Follow the clean up rules posted in the Clubhouse.

The basic assumption made by our Attorneys is that the Clubhouse can be an extension of our own individual units so that inviting "guests" to the Clubhouse would be the same as

though we were having our own unit gathering. After reviewing the use of the Clubhouse by Villa Residents with the Association Attorney, the following Rules shall apply:

1. A resident may invite a “reasonable” number of persons to be his/her “guest” at the clubhouse.
2. Residents may reserve the Clubhouse for private parties, with ten days written notice. The resident making the reservation must sign an Association release form and a statement accepting responsibility for any damages incurred. The release form must be in the possession of the Association before the event date.
3. No monetary charge may be asked. Parties must be at the Owner’s expense. No money must change hands. All alcoholic beverages must be provided by the attendees.
4. Memorials held for present or former residents that are open to all Villas de Golf residents are allowed.
5. No “common ground facilities” including, but not limited to the Clubhouse, Pool Hall or Pool, may be used for any function where any personal or organization monetary gain is derived.
6. Reservation forms for the Clubhouse, and release forms, are available in the Office.
7. Use of the Clubhouse by outside organizations is not permitted. The general public is prohibited from using the Clubhouse or any common property facilities.
8. Events where the “outside” public is invited are prohibited. Events where a charge is made for attendance are prohibited. Use of the clubhouse for Non-Residents is prohibited.

9. Clubhouse hours are 8:00 a.m. to 10:00 p.m., unless special permission is obtained from the Board of Directors in advance.
10. Pre-teens must have adult supervision at all times.
11. No wet bathing suits or bare feet are allowed in the Clubhouse.
12. No furnishings may be removed from the Clubhouse without prior approval from the Board.
13. The billiard tables and exercise equipment are for adult use only. No one under 18 years of age is permitted to use the tables or equipment without adult supervision.
14. Use of obscene, rude or disrespectful language which can be overheard by others is strictly prohibited.
15. In accordance with the legal opinion rendered by the Association attorney the Board of Directors prohibits the sale and/or storage of alcoholic beverages as well as the free distribution of alcoholic beverages anywhere on Association common ground at any Association sponsored event. Alcoholic beverages may be consumed on Association common ground if brought to the event by the Owner. All Association functions are BYOB. There are no exceptions.

b) Swimming Pool and Pool Area

1. Pool rules received from legal counsel:
 - a. As a general rule, use of the pool and recreational facilities is limited to residents, and their guests, who exhibit a behavior consistent with the intended purposes for which the facilities have been furnished and

constructed, and to persons of an age where the dangers of pool use, including drowning, can be appreciated. Individuals who do not evidence appreciation for appropriate behavior must be accompanied and supervised by a responsible adult. Owners and renters shall be responsible for notifying all guests of this Rule, and for ensuring their compliance.

- b. Prohibited “horseplay”, and variations thereof, as it relates to the pool rules shall be defined as any activity that may reasonably result in physical injury or property damage. This document does not attempt to define all such activities and explicitly recognizes that the term does not apply exclusively to children.
 - c. Children of diaper age must wear “swimmies” or other waterproof and leak-proof covering that will prevent leakage. Incontinent persons must also take appropriate precautions to prevent leakage while in the pool.
2. Hours of pool operation are Dawn to Dusk. Swim at your own risk. For safety, solo swimming is discouraged.
 3. No smoking within pool’s fenced in area.
 4. NO DIVING.
 5. No glass or animals in the fenced in area.
 6. For insurance requirements, pool entrance gates are to be latched at all times.
 7. Observe high health standards. For health and sanitation reasons, any persons with open sores, or wearing any type of bandage or persons with skin infections or other

health conditions that may be transmitted in water may not use the pool.

8. No food or beverages in pool or on pool wet deck (4 foot distance back from the water's edge).
 9. No more than nineteen (19) persons allowed in pool at one time.
 10. Shower before entering pool . . . no soap allowed. Please use a towel on pool furniture when sun bathing. Only water proof suntan lotion is permitted when using pool. (Oily products may cause problem with the pool's filter system.)
 11. Only swim suits may be worn in the pool. No cut-offs permitted.
 12. Pool is for use by Residents and Guests only. Those using the pool area are responsible for tidying up after themselves including discarding empty beverage containers, as well as returning chair and lounges to original area, and closing umbrellas.
 13. No playing music except with earphones (Exception: scheduled water exercise classes).
 14. Pool heaters have a maximum water temperature of 104 F.
- c) Shuffleboard Courts
1. Hours are 8:30 a.m. until dark.
 2. Proper attire, including shirts and shoes, must be worn.
 3. Youths under 15 years of age must be with an adult at all times.

4. Do NOT walk on courts. Return equipment to the storage area inside the Maintenance Building.

d) Tennis Court

1. Hours are 8:30 a.m. until dark. Courts are for tennis and pickle ball, only.
2. Regular tennis shoes and proper attire, including shirts must be worn. Other rubber soled non-marking, heel-less athletic shoes may be permitted.
3. End fences are not to be used for practice. All signs are to be observed.
4. Youths under 15 years of age must be with an adult at all times.
5. Open tennis from the starting hour until 11:00 a.m., on a rotating basis. Maximum use is limited to one hour, if there are other players waiting to use the facilities.
6. The court may be reserved for one hour from 11:00 a.m. until dark. Sign up on the day of play but not before 8:00 a.m. with each group of players limited to one period of reserved time.
7. Regular court privileges are extended to permanent residents.

VIII SOLICITING

No soliciting of any kind, for any purpose, is permitted. This includes: charities, Boy Scouts, Girl Scouts, school bands, surveys, polls, political parties, candidates, newspapers, police organizations, etc. This restriction is related to the safety and welfare of all of the residents, as soliciting can be used to setup

robberies and credentials cannot be relied upon. Please help to enforce this rule. Refuse to buy any products or give any information, explain the Regulation. Ask the solicitors to leave the premises immediately.

A community bulletin board is provided inside the Clubhouse for posting of community events by “outside” individuals and organizations.

IX ASSOCIATION ADMINISTRATION

- a) MONTHLY MAINTENANCE FEES are due and payable on the first day of the month. Late fees will be assessed per the Association Documents.
- b) In addition to financial policies set forth in the Association's By-Laws, the following procedures are mandated:

1. Routine Procurements

An individual Board Member cannot commit to any contractor, vendor, supplier, or sign a contract for a one-time expense over \$500.

2. Critical, Vital, Urgent or Imperative Procurements

An individual Board Member cannot commit to any contractor, vendor or supplier any one time expense over \$2500. Whenever possible, the Board Member shall secure consensus from the other Directors in advance of making a commitment. In all cases, the action must be ratified and confirmed at the next meeting of the Board.

3. Emergency Procurements

Any Board Member may take any prudent action necessary during an emergency. Whenever possible, the Board

Member shall secure consensus from the other Directors in advance of making a commitment. In all cases the action must be ratified and confirmed at the next scheduled meeting of the Board.

Any Officer or Director who violates this regulation will be required to reimburse the Association for any and all costs incurred by the Association because of his/her unilateral action.

All checks for operating expenses are written by the Management Company.

Checks written from the Reserve Funds must be signed by two (2) Board members with authority to sign checks. In the absence of two (2) Board members, one signature is acceptable.

c) Transfer of Monies

Transfer of monies within the Reserve Account from Interest or Deferred Maintenance to one of the other accounts, must be approved by the Board of Directors.

d) Records Inspection and Copying

All Association records are available for inspection by appointment. Requests to view records must be made in writing. The written request must identify the documents to be viewed. The Manager will arrange a mutually convenient time for the viewing. Viewing will take place in the offices of the Property Manager. If copies are desired, the Owner must present a list of the records and desired pages and the Association will make copies and the requesting Owner will be charged \$0.50 per page, payable in advance.

e) Meetings

Written notifications for the annual and special meetings of Owners will follow the provisions of Florida Statutes, Chapter 718, including advanced notice and posting of notice and agenda 14 days in advance of any meetings. Unit Owners will be advised by letter the date and purpose of these meetings.

Regular Board Meetings are usually held monthly, November through April. Notice of Board Meetings at which non-emergency special assessments or rules regarding unit use

are to be considered will be delivered or mailed to Owners, and posted on the Clubhouse Bulletin Board not less than 14 days prior to the meeting. Notice of all other Board Meetings & Workshops will be posted on the Clubhouse Bulletin Board at least 48 hours in advance of the meeting along with an agenda. Unit Owners should make known to the President or the Secretary any specific item they wish discussed at a meeting. Only items on the agenda will be discussed. Other

items may be discussed but no action can be taken. All unit Owners are welcome and encouraged to attend Board Meetings & Workshops.

f) Maintenance of Community Interests

Bylaws: Article VI, Section 2: Authority of Directors. In the event of a violation of any of the provisions of the Declaration of Condominium, these Bylaws, or the rules adopted by the Association, the Association after reasonable notice shall have all rights and remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Florida Statutes, the Declaration of Condominium, these Bylaws, and the Articles of Incorporation) including without limitation the right to sue for damages, the right to injunctive

relief, and the right to impose a fine not to exceed \$100.00 for each violation (except for the non-payment of an assessment) and for each day of a continuing violation, in accordance with the provisions and procedures set forth in the Florida Statutes as amended from time to time. In any action to enforce the terms of the Declaration, these Bylaws, or the Association Rules and Regulations, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

Any breach or violation of any rule and/or regulation may result in a fine of up to \$100 per day up to a maximum of \$1,000 being imposed upon the unit Owner, by the authority of the Board of Directors.

Resolution Committee: The Board of Directors (BOD) created a Resolution Committee (RC) consisting of three (3) Owners to facilitate the violation process. The process by which the violations are administered is described in the following RC Charter:

Resolution Committee Charter
Villas de Golf Association, Inc.
Authority and Responsibilities

Background and Objectives

Florida statute requires the Board of Directors to enforce all Association By-Laws and the Rules and Regulations consistently and without exception. In instances of Owner violation, and with reasonable notice, the BOD has the right and responsibility to remedy violations following a **confidential process** defined by Florida statute. In the worst case fines of \$100.00 per day up to a maximum of \$1000.00 may be imposed.

The goal of the Resolution Committee Charter is to create a well-defined structure by which the BOD, using the RC, administers Owner violations of the By Laws and Rules and Regulations.

The Resolution Committee, serving as a resource for the BOD, exists to determine the facts of any alleged violation and present their findings with a recommendation to the BOD for action.

The BOD shall appoint volunteer Unit Owners to the RC for a total of three (3) members. The Chair shall be rotated amongst the RC members as the RC sees fit.

Responsibilities and Authority of the RC

1. Shall keep all matters before the committee in complete and full confidence as required by law.
2. Will act on notices of violations received from the Manager.
3. Shall hold RC meetings in a private location of their choice; meeting participants shall include RC members and the Unit Owner only.
4. Meeting minutes shall be taken.

5. All RC generated documents must be administered with full confidentiality.
6. All RC generated documents (minutes/recommendation) shall be given to the Manager in original form in a sealed envelope. No copies, hard or digital, are to be kept by the RC or in the Association office.

The RC/Manager shall generally conform to the following procedure:

1. All correspondence between the Association and the offending Owner shall be administered by the Manager.
2. Once an alleged infraction is made known to the Manager, a written notice will be sent by certified mail, return receipt, to the affected unit Owner. The letter shall clearly state the alleged infraction and a time frame for resolution of the violation by the Owner.
3. If corrective action is not taken within the time required, a second letter will be sent with a time and date of a scheduled meeting with the Owner and the RC to take up the matter. If the Owner is not in residence, a written response from the Owner will be accepted.
4. At the scheduled RC meeting with the unit Owner, Chairperson will welcome the Owner noting that the purpose of the meeting is fact finding and that the meeting will remain non-confrontational at all times. Should the meeting become confrontational, the meeting will immediately end and the matter turned over to the BOD.
5. The unit Owner will be told that everything said or written will be kept confidential.

6. The Chairperson shall review the alleged violation history including the letters sent.
7. Unit Owner input will be encouraged with the goal of putting all pertinent information on the table. RC members may ask questions for clarification
8. Minutes will be written on the RC form. When completed, the Owner will be asked to sign the form attesting to the correctness of the minutes taken. A copy may be given to the Owner.
9. When completed, the Owner will be thanked for participating and told a letter will be sent to the Owner following BOD action on the recommendation. At that point, the Owner will leave.
10. With the Owner absent, the RC will discuss the matter and make a recommendation, by majority vote, that could range from dismissal of the violation to imposing fines.
11. Following BOD action, it shall be the Managers responsibility to administer any required action. This may include written correspondence to the Owner identifying collection of fines and possible legal action. The RC recommendation will remain confidential.
12. The Manager shall keep the BOD apprised of the status of all violations as appropriate to do so.

RC Structure

1. Shall meet on an as needed basis.
2. Shall be a standing committee.
3. Will not make reports at BOD meetings as other standing committees do.
4. The BOD shall appoint the RC members. *Note: RC members cannot be members of the BOD.*
5. All RC decisions shall be by majority vote.