



VILLA SERENA OWNER ASSOCIATION INC. RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated constitute the initial Rules and Regulations of the Association, promulgated pursuant to the Declaration of Condominium for Villa Serena, a condominium (the "Declaration"), and shall be in effect until amended by the Board of Directors. Capitalized terms used herein shall have the meanings given them in the Declaration, unless otherwise expressly defined herein. These Rules and Regulations shall apply to and be binding upon all Owners, Tenants, Occupants, and Guests.

1. Appearance and Maintenance

- (a) The streets, drives, sidewalks, walkways, entrances, and stairs, must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Units, nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon. However, there may be a welcome mat immediately in front of the entry door to a Unit or its Stairwell, and the Owner of a Unit may keep one small potted plant in the immediate vicinity of the entrance door to the Unit or Stairwell, so long as such plant and pot are maintained in good condition by the Owner, is not of an unreasonable size, and does not unreasonably interfere with access to the Unit or to other Units. The Board may direct the removal of any plants that it determines not to be in compliance with these provisions. Live plants must be either in leak-proof containers, or with waterproof saucers beneath.
- (b) Personal property of Occupants shall not be stored outside their Units, except as may be expressly permitted upon the Lanai.
- (c) No garbage cans, supplies, containers, or other articles of any Occupant shall be placed in or on the Stoops, Covered Entry, walkways, stairs, and entry ways, nor shall any linens, cloths, clothing, curtain, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, hallways, walkways, stairs, Lanais, railings, or entry ways, or exposed on any part of the Limited Common Elements or Common Elements. The Limited Common Elements and the Common Elements shall be kept free and clear of refuse, debris and other unsightly material.
- (d) No person shall allow anything whatsoever to fall from the windows, stairs, landings, Lanais, entry ways or doors of the Condominium, nor sweep or throw any dirt, waste or other substances out of the Unit or its Limited Common Elements, or on the Common Elements of the Condominium.
- (e) Refuse and garbage shall be deposited only in an appropriate covered container, which shall be kept and stored inside the Unit or its Limited Common Element garage, except for designated pickup days. On designated pickup days, an Occupant may place the container outside the Unit in a location acceptable to the collection service. Once garbage and refuse have been picked up, the Occupant shall promptly remove the container to the interior of the Unit or garage. Owners and Occupants are required to keep garbage containers in a good condition at all times.
- (f) No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, in or upon any part of the Units, Limited Common Elements or Common Elements, by any Owner or Occupant without written permission of the Association, except as expressly permitted by Section 12.7 of the Declaration.
- (g) All blinds, drapes, curtains, shutters, shades, and other window treatments that are or may be visible from outside a Unit must be white or off-white in color, unless otherwise expressly approved in writing by the Board, and the Board shall not approve any color that does not harmonize with the exterior appearance of the building. No reflective film or coating is permitted on any such window. See Section 11.3(d) of the Declaration.
- (h) No floor covering shall be permitted on a Lanai that is determined by the Board to have a deleterious impact on the structural or waterproofing integrity of the building, including but not limited to, carpeting, whether indoor or outdoor.

- (i) No flammable, combustible, or explosive fluid, chemical or other substance shall be kept in any Unit or Limited Common Element, except those necessary and suited for normal household use.

2. Alteration of Condominium

Owners are specifically cautioned that their right to make any addition, change, alteration, or decoration to their Unit or the exterior appearance of any portion of the Condominium is subject to the provisions of the Declaration of Condominium. For example, no Owner may install screen doors, paint any exterior surface, or apply any type of film or covering to the inside or outside of window or door glass without the prior approval of the Board. There shall be no enclosure of a Lanai, nor shall an Owner attach or affix anything to the outside of the building. All additions, changes or alterations must be presented in writing to the Board of Directors for approval, accompanied by written plans when requested or drawings and specifications. The Board of Directors may approve such requests only if the Association is protected against, or indemnified as to, construction liens and or claims arising from such work. Also see Article 11 of the Declaration.

3. Use Restrictions

- (a) No Occupant shall make or permit any disturbing noises by himself, his Family, servants, employees, agents, Guests, or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Occupants. All sound, including without limitation, talking, singing, television, radio, tape, disc or record player, power tools or devices, or musical instrument, shall be maintained at such a volume that the sound is not audible outside the Unit from which the sound emanates.
- (b) No exterior radio, television, or other radio or telecommunication antenna installation, or sending or receiving device, or other wiring, is permitted, except as provided in Section 12.9 of the Declaration.
- (c) Children of Occupants or Guests shall at all times be directly supervised, by, and the responsibility of, their parent(s). Full compliance with the Condominium Documents and the Rules and Regulations is required of children. Playing is not permitted in any of the Stairwells, Lanais, Stoops, Covered Entries, or other areas where it could be disturbing to Occupants, and loud noises will not be tolerated.
- (d) Quiet shall be maintained from 11:00 p.m. until 8:00 a.m., but at all times Occupants must be considerate of their neighbors.
- (e) No radio, television, or other electronic equipment shall be permitted in any Unit if it interferes with radio, television, or other telecommunication reception of another Unit.
- (f) The Common Elements shall not be obstructed, littered, defaced or misused in any manner.
- (g) The Owner of a Unit is liable for any injury or damage caused by any object falling or blown from his Lanai. The Association reserves the right to require any item placed or stored on a Lanai to be secured if the item might be a safety hazard.
- (h) Watering of plants and sweeping or mopping of Lanais shall be carried out so as not to bother Occupants in lower Units or common areas. Hosing of Lanais is prohibited. Skateboarding, roller boarding or roller skating on the walkways, driveways, or in parking areas is prohibited.
- (i) No glass of any kind will be permitted in the pool area. Any liquid refreshments consumed near the pool area must be in non-breakable containers.

4. Seasonal Decorations

- (a) Seasonal decorations will be allowed from October 1st to January 15th of the following year.
- (b) All decorations must reflect the current season or celebrated holiday.
- (c) Lights placed outside the home must be turned off at or before 1am EST and remain off during the daylight hours.
- (d) Any outdoor lighting, including flashing lights must be of low luminosity. Lights may generate equal or less than full moon luminosity.

- (e) Decorations that are placed on the home **MUST** be mounted with removal clips or hooks that do not break the exterior finish of the home.
- (f) All decoration attachments must be removed with the removal of the decoration.
- (g) Lightning and decorations may **NOT** be placed on the grass or to interfere with landscape maintenance.
- (h) All electric cords must be concealed as much as possible and may not be placed across walks or driveways or placed to create a safety hazard.
- (i) Door wreaths no larger the 2 feet(24 in.) in diameter, will be allowed year round on the entrance door only. Wreaths on display must be for current holiday period or specific day theme.
- (j) Door wreaths must be hung using an over the door hanger or 3M type removable hook.
- (k) Damages caused from decorations placed in any common area are the responsibility and liability of the home owner.
- (l) Any repairs to buildings, grounds and / or common area must be made through Villa Serena Management.

5. Flags

- (a) Flags for Villa Serena Condominium Homes;
- (b) All flag displays require written approval from the ARB before installation or display.
- (c) **NO VERBAL** approvals will be considered or deemed acceptable.
- (d) Flagpole location will be determined by the ARB committee per home.
- (e) All displays of the American flag and service branch flags will be allowed per Florida Statutes 718.113 but may not exceed size requirements in this statute.
- (f) No more than one flag will be considered for a home.
- (g) No other flags or banners will be permitted.
- (h) All flags will be mounted perpendicular to the home's address street.
- (i) Flag hardware installation must be completed by an approved vendor of Villa Serena Management.
- (j) Only Villa Serena owners may submit requests for a flag display.
- (k) Flag requests will be reviewed and responded to within 60 days.

6. Vehicle Washing

- (a) The residents may wash passenger vehicles (car, small truck, motorcycle) from 9:00 AM until dusk daily.
- (b) Vehicle washing is approved only on the resident's home's driveway. Vehicle washing not be permitted in any parking spaces or on community property. Vehicle washing on community property other than the resident's home's driveway will result in a fine.
- (c) The hose to wash the car must be equipped with a shutoff device to stop the flow of water while not in use. Hose must be in good condition with no leaks. Only the exterior of the vehicle may be washed. Engine washing/cleaning or vehicle undercarriage washing/cleaning is prohibited. The use of hard chemicals including bleach, engine degreaser, spray lubricant, or strong wheel cleaner may not be used.
- (d) Homeowner will be responsible for any immediate repair of damage that occurs to the driveway because of using improper chemicals, as well as cleaning or repairs to the stained or damaged driveway.
- (e) Resident will be responsible to clean up driveway area once vehicle washing is completed. Dirt, mud or stains may not be left behind. Off Road Vehicles which have excessive mud or dirt may not be washed in the community.
- (f) When vehicle washing is completed, the hose must be disconnected and put away along with all washing materials.

7. Access to Units

The Association is entitled to access to the Units pursuant to Section 11.8 of the Declaration. It is each Owner's responsibility to make sure the Association has a pass key or duplicate key to the Unit. If there is a security system or other access code or device, the Owner shall provide the Association with such code or other information as is necessary for the Association to enjoy access to the Unit. The locks of each Unit are not to be changed or altered without providing the Association with a duplicate key.

8. Absence of Owner

Any Owner who plans to be absent from his Unit for an extended period of time must prepare his Unit prior to his departure in the following manner:

- (a) By removing all furniture, plants and other objects from around the outside of the Unit; and
- (b) By designating a responsible caretaker to care for, monitor, and inspect his Unit, and to report or address, as appropriate, any damage caused by storms, hurricanes, winds or other violent acts of nature, any leaks or other water intrusion or problems, and the settings and operation of equipment to control temperature and humidity, in order to inhibit growth of mold and mildew. The Manager and the Association shall be provided with the name of each Owner's aforesaid designated caretaker. Such caretaker will notify the Association prior to making any entry to the Unit during the Owner's absence.
- (c) Although individual circuit breakers may be turned off, the main circuit breaker to the Unit shall not be turned off, nor shall any dehumidifier be turned off. See Section 12.11 of the Declaration.

9. Pets

No pet shall be allowed to roam on the Condominium Property, all pets to be on a leash or be carried. Occupants or other persons accompanying pets shall promptly pick up and properly dispose of any excrement left by a pet. The Board may order that any pet which is an unreasonable source of annoyance to the residents of the Condominium, whether because of barking, aggressive behavior or otherwise, be removed from the Condominium. All pet owners must register their pet(s) with the Board prior to occupancy. Feeding of birds, raccoons, or other wild animals, or maintaining a bird feeder station on Common Elements, is prohibited. No domestic birds of a variety that will emit sounds that could be heard in contiguous Units can be kept in a Unit. See also Section 12.3 of the Declaration.

10. Parking of Vehicles

- (a) Limited Common Element, Garages and Driveways
 - 1. Limited Common Element, garages and driveways are provided for the parking of Vehicles of Occupants.
 - i. Only 1 vehicle or motorcycle is permitted to occupy a Limited Common Element driveway.
 - ii. Motorcycles of Occupants must be parked either inside a Limited Common Element garage or driveway. Parking a motorcycle in the common walk-way area between units or on lanais is not permitted.
- (b) Parking in the street is only permitted for active loading or drop-off while the vehicle's engine is running.
- (c) Vehicles parked in a designated handicapped parking space must display a current handicapped parking placard.
- (d) Any Vehicle parked in violation of parking restrictions 7(a) – 7(d) is subject to towing, with the owner of the Vehicle responsible for all costs of towing.
 - 1. Violations will result in ticketing the respective vehicle violating the parking restriction. Only 2 violation notices will be issued per vehicle.
 - 2. The vehicle's color, make, model, state, and license plate number along with the date and location of the violation will be recorded in a log and by photographs.
 - 3. After 2 notices, all subsequent violations will be subject to immediate towing without notification.
- (e) No repairs or maintenance of Vehicles may be performed, except emergency repairs.
- (f) Vehicles may not be washed on the Condominium Property.
- (g) Bicycles may not be kept or stored on a Lanai but must be kept and stored inside the Unit or in its garage.

- (h) Oil or fluid leaks onto a parking space or other area are the responsibility of the owner of the Vehicle. Any damage from oil or other such leaks will be repaired at the expense of the Owner of the Unit from which the offending Vehicle originated.
- (i) Owners, Tenants, Guests and other Occupants, shall observe traffic directional signals, and one way signs at all times.
- (j) Any Vehicle parked in violation of the following parking restrictions is subject to immediate towing without notification, with the owner of the Vehicle responsible for all costs of towing.
 - 1. Parking on any grass surface.
 - 2. Parking in any construction area or field.
 - 3. Parking on any sidewalk area.
 - 4. Parking more than 1 vehicle in a Limited Common Element driveway.
 - 5. Parking in front of a fire hydrant.
 - 6. Parking in the street with the engine turned off.
 - 7. Parking or storage of Commercial Vehicles, Recreational Vehicles, Ancillary Vehicles, as those terms are defined in the Declaration, is not permitted on the Condominium Property, except as expressly provided in the Declaration.
 - 8. Parking of any Passenger Vehicle not in operable condition or validly licensed.

11. Lanais

Gas, charcoal and electric grills are prohibited on Lanais. Screening must be maintained and replaced when needed. Ceiling fans installed must be white, off-white or brown in color and any lights associated therewith must be clear and without color. See Section 12.10 of the Declaration.

12. Rules Regarding Owner Participation at Association Meetings

- (k) Attendance at Board and Committee Meetings. Every Owner shall have the right to attend Board and Committee Meetings except as may be provided by law. No person other than an Owner may be permitted to attend such meetings, except for persons invited or permitted to attend by the Board or committee.
- (l) Participation at Meetings.
 - 1. Every Owner shall have the right to participate in meetings of the Board and Committees, to the extent required and permissible under applicable law, subject to the rules contained herein.
 - 2. Statements by Owners at meetings shall be restricted solely to agenda items. No other statements shall be permitted, except as may be authorized by the chairperson or a committee, in his, her, or its sole discretion.
 - 3. An Owner may speak only once on each agenda item and the Owner statement shall not exceed three (3) minutes. The chairperson of the meeting shall give the floor to any Owner desiring to speak subsequent to the calling of the agenda item, and prior to the discussion and vote of the Board or committee, as applicable, upon the agenda item. After each Owner has had an opportunity to speak, the chairperson shall announce that the Owner statements are concluded, thereby ending Owner discussion on, or participation with respect to, that agenda item.
 - 4. Owners may not make or second motions, may not participate in the discussions after Owner discussion is concluded on that subject, and may not vote.

5. Owners shall have the right to attend and speak at meetings of the members of the Association, but statements by Owners at such meetings shall be restricted solely to agenda items and other matters that may properly come before the Association meeting. An Owner will be permitted to speak only once on each agenda item, or any other topic brought before the membership, and the Owner's statement shall not exceed three (3) minutes. The chairperson of the meeting shall open the floor to Owner statements subsequent to the calling of the agenda item, and prior to the vote of the Owners upon the agenda item.
6. Any Owner wishing to video or audio tape a meeting of Members, the Board, or a committee must comply with these provisions.
 - (a) Audio and video equipment and devices that Owners are authorized to use at any such meeting must not produce any distracting sound or light emissions.
 - (b) Audio and video equipment will be assembled and placed in a location that is acceptable to the Board or the committee before the beginning of the meeting.
 - (c) Anyone videotaping or recording a meeting will not be permitted to move about the meeting room in order to facilitate the recording.
 - (d) At least twenty-four (24) hours advanced written notice will be given to the Board by any Owner desiring to use any audio or video equipment to record a meeting.

13. Provisions for Owner Inquiries and Association's Obligation to Respond

When an Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Owner within thirty (30) days of the receipt of the inquiry. The Board's response shall either

- (m) Give a substantive response
- (n) Notify the inquirer that a legal opinion has been requested, or
- (o) Notify the inquirer that advice has been requested from the Division of Florida Land Sales, Condominiums and Mobile Homes.

If advice has been requested from the Division, the Board shall provide a written substantive response to the inquirer within ten (10) days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within sixty (60) days of receipt of the inquiry. The Association shall not be obligated to respond to more than one (1) written inquiry from an Owner filed by certified mail in any given 30-day period. Any additional inquiry or inquiries shall be responded to in the subsequent 30-day period or periods.