

LAKE VILLAS Q & R HOMEOWNERS ASSOCIATION, INC
BOOK OF RESOLUTIONS (formerly Rules & Regulations)
APPROVED AND ADOPTED BY BOARD OF DIRECTORS
June 22, 2022 and will take effect 10/26/2022

I. COMMON GROUNDS AND EXTERIORS

Item 1. TEMPORARY STRUCTURES AND SIGNS - No storage shed, or any other temporary structure shall be placed on property or common grounds. No sign, signal, illumination, advertisement, notice or any other lettering, posters or equipment of any kind shall be exhibited from within or exposed on any building without prior consent of the Manager/Board. **Fixed Play Structures are prohibited (swings, slides, skate ramp, basketball hoops, soccer goals, etc.)**

Item 2. WINDOWS AND SEASONAL DECORATIONS – All units must have blinds (white) in front and back windows to maintain uniformity within the villas. **All window treatment must be always in mint condition.** Temporary coverings such as sheets, bedspreads, etc. must be removed within thirty (30) days after occupancy of any unit. This applies to unoccupied villas as well. Decorations are permitted for holiday seasons, provided no damage or defacing occurs to the exterior surfaces of the villas. Lights and displays are not allowed on roofs. Decorations may be installed no earlier than one (1) month prior to and shall be removed no later than two (2) weeks after the date of the holiday. **Permanent exterior wall sconces may have reasonable illumination to avoid discomfort to other residents.**

NOTE: No window air conditioner is allowed on windows.

Item 3. WASTE DISPOSAL - All trash must be placed outside near your numbered parking area in a COVERED GARBAGE CAN for collection on the designated day of each week. It is the unit owner's responsibility to make sure their unit is in compliance, ANY and ALL containers found in front of unit on the day after collection will incur a **\$10.00 fine** assessed to the unit owner's account for pull back. **EXCESSIVE TRASH/ RECYCLING CONTAINERS ARE PROHIBITED.** Recycling is set out for pick up on Wednesdays of each week and guidelines must be followed as specified by the recycling program. Also, yard waste should be set out on Wednesday for pick up. Large items or Bulk Item pick up must be coordinated by calling in advance for scheduling. Contact Osceola County Solid Waste 407-742-7750 for the appropriate carrier. Garbage cannot be placed around mailboxes, security lamp posts or on grassy areas. Trash on open patios MUST BE PLACED IN COVERED CONTAINERS. **THE COLLECTION OF DEBRIS OUTSIDE THE VILLAS IS COMPLETELY PROHIBITED.**

Item 4. PARKING – Two numbered parking spaces have been assigned to each villa. Never use a designated (numbered) parking space other than the one assigned to your villa without specific permission from the Unit Owner, or authorized agent, whose number is on the space. The two parking tags must be obtained from the unit owner when the Villa has been previously rented. If the owner does not obtain the two parking tags from a previous tenant, there will be a charge of **\$50 for first replacement and \$100.00 for second replacement.** These tags **replacement** must be obtained from the Association office **ONLY** by owner of the property. Association's issued parking tags (2 tags per villa) must be **properly** displayed while parked overnight in the complex, each and every night, 365 days per year. Any vehicle that is not properly tagged will be towed between midnight and 6 a.m. **Visitor spots have open parking until 12 a.m., after 12:01 a.m until 6 a.m. vehicles will be subject to towing. Visitors' temporary parking permit is available upon request, seven (7) days prior to the reservation and can ONLY be provided for up to a five (5) day period. TEMPORARY PARKING PERMITS DUPLICATION (FORGED) IS PROHIBITED AND WILL CONSTITUTE TOWING.**

If an additional tag is required due to another registered vehicle the property owner must contact the Association office to complete the necessary documentation to obtain an additional tag. The cost is \$25.00 (price subject to change) and subject to availability. When and if the third driver vacates the property, or owner sells property, the tag must be returned to the Association office or will no longer be considered valid.

NOTE: TENANTS MUST OBTAIN PARKING PASSES FROM UNIT OWNER OF UNIT OR UNIT'S AGENT ONLY.

Item 5. BICYCLES, SKATEBOARDS, ROLLER SKATES AND BLADES, MOPED SCOOTERS AND WHEELED VEHICLES - These are strictly prohibited in the pool area, on the walkways (pathways) and grass surfaces. Roadway use is at your own risk. Children must be supervised by an adult at all times. Group or individual games, including but not limited to ball playing, are not permitted due to vehicular traffic or damage to personal property. **ATV or UTV ARE PROHIBITED.**

*** Please note that these Resolutions are meant to supplement, not replace, the Declaration of Covenants and Restrictions (Declaration) or other recorded documents governing members of the Association. In any situation where these resolutions are found to be inconsistent with any recorded document of the Association, the recorded document shall prevail.** PG 1 of 6

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Item 6. SATELLITE DISHES AND ANTENNAS – Installation of a satellite dish or antenna used for video reception, amateur radio or internet service does **NOT** need prior approval as long as it is on a **POST OR MAST**. However, the installation is subject to the following limitations:

1. No satellite dish or antenna may be installed on common area (NOT ON ROOFS OR MOUNTED TO BUILDINGS) Installation of a post/mast higher than fifteen (15) feet above the roofline is prohibited, unless the Unit Owner submits a Villa Alteration Request Form and obtains approval from the Association; provided it will not interfere with reception of any other unit owner or occupant
2. Satellite dishes and antennas must be installed at the rear of the unit.
3. No drilling of any holes in the building walls AND cable wires must be run in the attic and through the inside wall(s).
4. Satellite dishes and antennas must be removed, at Owner's expense, during normal painting or other maintenance of unit if it interferes with work being completed.

Item 7. EXTERIOR PAINTING – Outside painting of the units will be done by the Association in accordance with the overall color scheme of the villas, except for the inside of the enclosed patios/porches. Storm or screen doors must be dark brown (almost black) in color. **ANY SCRATCHES TO FRONT DOORS OR EXTERIOR WALLS IS RESPONSIBILITY OF UNIT OWNER TO RESTORE AND PAINT BY REQUESTING THE PAINT MATERIAL TO THE ASSOCIATION, THIS ALSO INCLUDES AREAS AFFECTED BY LIGHT FIXTURE REPLACEMENT.**

Item 8. OUTSIDE CLOTHES DRYING – No drying or airing of clothing, carpeting or laundry or hanging of clothes lines is permitted on open patios or common grounds. **ALL WASHER AND DRYER MACHINES MUST BE PROPERLY INSTALLED, NO WATER DRAINAGE TO THE COMMON AREA IS ALLOWED. ANY EROSION TO THE GROUND DUE TO THIS ACTION WILL BE THE OWNER'S RESPONSIBILITY TO RESTORE.**

Item 9. VEHICLES – No trucks (box, cargo, stake, dump, semi's etc.) or commercial vehicles, boats, house trailers, boat trailers or trailers of every other description, including campers or any vehicle registered, RV, or any motorcycle or the like, shall be permitted to be parked or stored at any place on the property. Motorcycles are NOT to be stored at any place on the property including inside the porch or inside the unit. Motorcycles are not permitted in the complex between the hours of 9 p.m. and 6 a.m. No inoperative vehicles shall be allowed to remain on Property without the expressed written consent of the Board of Directors.

A commercial vehicle for the purpose of this section shall mean any vehicle operated for the transportation of person or property in the furtherance of any commercial or industrial enterprise, For Hire or Not for Hire. The prohibitions in this Section shall not apply to the temporary parking of trucks and commercial vehicles for pickup, delivery, and other commercial services. Notwithstanding the foregoing, trucks, and vans, whether commercial or non-commercial, will be permitted provided that they comply with the following:

- They may not exceed one (1) ton carrying capacity.
- They may not have camper shells extending more than twelve inches (12") over the cab roof.
- Any signboard or lettering must be professionally applied to fenders, doors, tailgates, and panels of the vehicle.
- The frame to ground clearance may not exceed twenty-four inches (24"); and they may NOT have added frames, racks, wooden shells, or boxes.
- The vehicle must fit in the parking space and NOT extend outside the lines of parking spot as allowed. Street parking is not permitted anywhere within the complex.

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NOTE: ALL VEHICLES MUST HAVE CURRENT TAGS, OR THEY WILL BE TOWED AT THE OWNER'S EXPENSE.

Item 10. VEHICLE REPAIR – No trucks or commercial vehicles, boats, house trailers, boat trailers or trailers of every other description, including campers or any vehicle registered, RV, or any motorcycle or the like, shall be permitted to be parked or stored at any place on the property. For the purpose of repairing, **complete oil changes or major repairs are prohibited PROHIBITED INCLUDING PERSONAL (REGULAR) VEHICLES**. Adding (only) coolant or oil, changing a tire or jumping a battery is permitted. Any spillage must be cleaned up by the person responsible. Any inoperative vehicle or derelict vehicle located on Property without the expressed written consent of the Board of Directors; WILL BE TOWED at the owner's expense. **All vehicles must have current registration and license plates.**

- No vehicles with flat tires are allowed
- No vehicles with missing tires are allowed
- No wrecked vehicles are allowed
- No vehicles with missing windows are allowed
- No vehicles with banners/lettering/logos are allowed
- No backing in or reversed parking into to spaces ***All vehicle license plates must be visible from the road
- No double parking or parking between the lines to occupy two spaces is allowed

ANY VEHICLE WITH ONE OF THE CONDITIONS ABOVE WILL CONSTITUTE AUTOMATIC TOWING. DO NOT CONTACT THE ASSOCIATION, BOARD MEMEBERS AND/OR MANAGEMENT FOR ANY ASSISTANCE. TOWING COMPANY SIGNS ARE POSTED THROUGH THE COMMUNITY FOR CONTACT INFORMATION.

Item 11. NOISE AND OTHER NUISANCES – No noxious or offensive activity shall be carried on, in or upon any living unit or common areas nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. Specifically included are shouting, radios, tape recorders and the like, and noise from pets.

Item 12. OPEN PATIOS/ENCLOSED PORCH - Lawn furniture, potted plants, bicycles, BBQ stoves and trash cans with lids are acceptable. Enclosed porches are permitted to have vinyl windows, plain screen, or blinds. Porches must be organized (clutter not visible to the outside) and Blinds installed for privacy reasons must be bamboo or white in color. Only potted plants (not by excessive amounts) and water hoses are acceptable at the villa front (as long as each water hose is rolled back neatly and not left strewn on the ground). Everything else must remain at the villa rear in an orderly manner and limited by quantity. Items that are unsightly, offensive, unsanitary, or trashy in nature will be prohibited.

NOTE: No window air conditioner is allowed for enclosed porches.

Item 13. COMMON GROUNDS – These areas shall not be obstructed, littered, defaced, or misused in any manner whatsoever. All gutters must be properly installed to avoid ground erosion. Each owner is responsible for ensuring that gutters are clean and water percolates appropriately. Cigarette butts thrown on the common ground or parking area is considered littering and must be disposed of properly in the proper container. In the event any common area is damaged or destroyed by an Owner or any of his guest, tenants, licensees, agents or members of his family, such Unit Owner will be assessed by the Association the amount necessary for such repair and this assessment shall become a special assessment upon the living unit of the said Owner and be considered assessments, which are collectable under the documents. Planting on common grounds shall be upon the direction/authorization of the Board of Directors ONLY.

Item 14. STEPS AND EXTERIOR FRONT – Exterior steps must be maintained at the unit owner's expense and must be clean at all times. Any change or alterations to the exterior front including steps must be made by Application through the Board of Directors.

II. PETS, PET LITTER AND DAMAGE BY PETS

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Item 1. DOGS, CATS AND OTHER PETS – Only two pets permitted per property (excluding birds and fish), no vicious or biting breeds, including, but not limited to, Pit-Bulls, Rottweiler, Mastiffs, Doberman Pinchers, German Shepherds, Chows or wild or hybrid wild breeds permitted in the units, NO EXCEPTIONS. Violations or noncompliance can be faced with legal action being taken against unit owner. Pets must be less than 25 lbs at all times. Pet owner holds sole responsibility of any incidents involving his/her pet. **Violation to this rule may constitute covenant enforcement or eviction.**

Item 2. In accordance with Florida Law, **ALL PETS ARE REQUIRED TO BE ON A LEASH WHILE OUTSIDE THE VILLAS.** Tethering a pet on common grounds is prohibited. Allowing your pet to defecate or urinate on an open patio is prohibited and considered a Department of Health violation.

Item 3. The Owner of any pet is responsible for immediate cleanup of any dirt or spoilage caused by the pet on common areas, parking slots or on streets. **The lack of sanitary conditions will constitute covenant enforcement or eviction.**

Item 4. Any pet that causes or creates a nuisance or unreasonable disturbance shall be the owner's responsibility and if not dealt with accordingly, the appropriate agency (i.e. Animal control and/or Code Enforcement) or the Association Attorney will be notified, and the owner contacted immediately. The owner of said animal must have the animal permanently removed from the property upon three (3) days written notice from the Board. **All fees attached to this enforcement will be charged as an individual assessment to the Owner's account.**

Item 5. A Unit Owner is responsible for the action of the pets of anyone living in or visiting his Unit **without exceptions.**

III. RULES RELATED TO LEASES, TENANTS, RESIDENT OWNERS AND NON-RESIDENT UNIT OWNERS

Item 1. LEASES ~ MANDATORY:

NO Living unit shall be leased without the PRIOR approval as given by the Manager and Board of Directors. No lease shall be for a period of less than six (6) months or 181 days as established by Florida Statutes for long term rentals. All leases shall be in writing and shall require that lessees comply with all requirements of the Declaration, the By-Laws and the Book of Resolutions. Any unit leased without prior approval and **NOT** interviewed by the Board of Directors, will be penalized with an assessment and possible rejection to rent. Legal fees and costs will be the owner's responsibility. Each owner is responsible for their tenant's actions. The HOA has the right to cite and assess the owners for their tenants' violations. Continued violations are subject to eviction. Subleases are NOT permitted. An application and processing fee will be charged on all new leases, (at the prevailing rate, contact HOA office for amount) for any adult 18 years of age or older that will be residing in the unit for the completion of the nationwide criminal background check as required by the Board of Directors for the Association. Applications **MUST** be submitted in **ADVANCE** to Management Office for processing. Furthermore, if an adult (18 years of age or older) occupies the Villa after the initial tenant approval process has been completed, any **NEW** or **ADDITIONAL** occupant must complete to application process, attend the mandatory orientation, and be added to the lease accordingly. **No short term or transient (Rooms for Rent, AirBNB, VRBO) rental is allowed.**

Item 2. Criminal records must contain **NO** convictions for felonies within the past seven years and no sexual offenses ever. In the event a record comes back "adjudication withheld" further documentation may be required. The Association reserves the right to deny an applicant on this basis.

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ALL OWNERS/LESSEES ARE REQUIRED TO SUBMIT A COPY OF EACH LEASE RENEWAL. THE ASSOCIATION RESERVES THE RIGHT FOR LEASE RENEWALS.

Item 3. PRIOR to occupancy, tenant must complete the tenant orientation wherein they will need to provide a copy of the fully executed lease agreement, a copy of valid driver's license or state identification card. They will also be required to fill out the tenant acknowledgement.

Item 4. DOCUMENTS REQUIRED BY THE ASSOCIATION FOR TENANTS – No unit shall be occupied by a tenant without a copy of the lease agreement or renewal of lease being provided to the Association. The number of occupants must be in compliance with HUD standards/guidelines for the applied unit. Any expense incurred by the Association in obtaining these documents shall be charged to the responsible Unit Owner.

Item 5. DOCUMENTS REQUIRED BY THE ASSOCIATION FOR OWNERS – **PRIOR** to closing, each Owner must complete the Owner orientation wherein they will need to complete the ownership registration form, acknowledgement of rules and regulations, and a copy of valid driver's license or state identification card. **Owners must provide copy of insurance to the HOA no later than 10 days after purchase. Each year renewal must be updated with the HOA.**

All Unit Owners who do not reside in a unit owned by them shall provide the Board with their **PERMANENT RESIDENCE ADDRESS AND TELEPHONE NUMBERS AND EMAIL** where they may be reached in an emergency, both at home and at work. Unless otherwise provided by law, any Unit Owner who fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit and the Board shall not be liable for any loss, damage, injury or prejudice to the right of said Unit Owner caused by any delays in receiving notice resulting there from.

NOTE: The Association office can provide copies of the Articles of Incorporation, Declaration of Covenants and Restrictions, the By-Laws, and the Rules and Regulations at a cost of twenty-five dollars (\$25.00) per set.

IV. POOL PRIVILEGES

Item 1. SWIMMING POOL – The use of the pool is limited by the Osceola Department of Health to no more than nineteen (19) bathers at one time. Violation of that regulation, which is monitored by surprise inspections, will result in the loss of our permit. In order to provide adequate control of the use of the pool, lanyards/ pool tags with villa numbered keys have been provided. **Pool key fee is \$50.00, one per villa, owners who are renting their villa relinquish the right of their personal pool use. Replacement lanyard/pool tags with key may be obtained by the Unit Owner of record at a cost ~~fifty dollars (\$50.00)~~ one hundred (\$100.00).** Each Lanyard/pool tag comes equipped with a stamped key with Letter and numerical Villa number as identifiers of residence.

NOTE: TENANTS MUST OBTAIN KEY AND LANYARD FROM OWNER OF UNIT OR UNIT'S AGENT ONLY.

Lanyard and key must be forfeited by homeowners whose rights as members of the Association have been suspended by the Board of Directors. **Any violation to the pool rules, rules & regulations and outstanding assessment balances will constitute privilege suspension.**

Item 2. POOL RULES – Are visibly posted at the pool. **PLEASE READ BEFORE ENTERING WATER.** These are intended for the protection of the property, the health and safety of swimmers, the enjoyment of sunbathers, and the right of poolside residents to live reasonably undisturbed.

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Item 3. CHILDREN – Under sixteen (16) **MUST** have adult supervision in pool area and in the gazebo cabana. Babies in strollers around the pool and in the gazebo cabana must be attended by an adult **at all times**. Any children using diapers must purchase the proper approved water baby' diapers for use in the swimming pool.

Item 4. PATIO DECK AREA – **NO ALCOHOL OF ANY KIND** is permitted in patio deck area. ONLY non-alcoholic drinks are permitted, provided they are in unbreakable containers. **NO GLASS CONTAINERS ALLOWED! NOTHING EDIBLE IN THE POOL OR PATIO DECK AREA!**

Registered Lanyard/pool tag owner may sign a pool agreement in order to use the pool. Each unit owner/ resident may have up to four (4) guests at a time and **MUST** accompany guests in Patio area. This allows for **six (6) people TOTAL** in patio area, with only four (4) in the pool anytime. This will allow other residents the use of pool and chairs without inconvenience to residents. There will be **NO SMOKING AND ABSOLUTELY NO GRILLS OR FOOD** anywhere within the fenced patio recreational area. Pool deck must be clean and free of trash after each use and all pool furniture must be placed in orderly manner away from all fencing areas. The pool is video monitored 24/7 any violation to these rules or pool agreement will constitute pool use suspension.

Item 5. PRIVATE PARTIES – May be held in the gazebo during any four hour period prior to sundown and must be approved by the Manager/Board. A deposit of one hundred dollars cash (\$100.00) will be required, which is refundable if all items belonging to the Association are returned in good condition and the gazebo is left in a clean orderly manner. All trash **MUST** be removed by the gazebo user at the end of their event. Private events are prohibited unless the resident provides a certificate of insurance for coverage to Lake Villas for \$1000,000.00.

V. VIOLATION POLICY – In order to maintain and comply with this Book of Resolutions for the maintenance of the complex, the following notice and schedule will be strictly enforced.

Item 1. First Notice – Written warning requiring immediate compliance with the violation.

Item 2. Second Notice – If no response within 7 days of issuance of First Notice, another Written Warning

Item 3. Third and Final written notice from Association. This letter will be sent certified mail return receipt to the owner or other legal representative as indicated. Letter will include violation and will be time sensitive.

If noncompliance still exists after 3 attempts, matter will be transferred to the association's attorney for processing and the cost of legal fees, administrative fee etc. will be considered additional assessments and billed accordingly.