

STRATHMORE RIVERSIDE VILLAS
ASSOCIATION, INC.
SARASOTA, FLORIDA

A Residential Community for Persons 55 Years of Age or Older

Rules and Regulations

IMPORTANT NOTICE

Residential applicants must read these Rules and Regulations before an interview will be arranged. If it is determined at the interview that the applicant(s) have NOT read the Rules and Regulations, the interview will be concluded and a new interview will be scheduled.

AS ADOPTED BY
The Board of Directors
November 2017
(With revisions added December 2018)

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STATEMENT FOR OWNERS, RENTERS AND GUESTS

THESE RULES AND REGULATIONS (R&R) HAVE BEEN ESTABLISHED TO ASSURE, SAFE AND HARMONIOUS LIVING FOR ALL RESIDENTS AND THEIR GUESTS. THEY ARE BASED ON, AND SUPPLEMENTAL TO, THE DECLARATION OF CONDOMINIUM AND THE BYLAWS.

THESE RULES AND REGULATIONS WILL BE STRICTLY ENFORCED AS PROVIDED IN PARAGRAPH 8.16 OF THE DECLARATION OF CONDOMINIUM.

MANY OF THESE RULES AND REGULATIONS CONCERN PERSONAL SAFETY AND SANITATION. ALL RULES AND REGULATIONS CONCERN LIVING WITH CONSIDERATION FOR ONE'S NEIGHBORS.

YOUR FIRST RESPONSIBILITY TO YOUR NEIGHBORS IS TO BECOME FAMILIAR WITH THE RULES AND REGULATIONS. YOUR NEXT RESPONSIBILITY IS TO ADHERE STRICTLY TO THE R&R AND TO SEE THAT YOUR GUESTS AND SERVICE PEOPLE DO THE SAME. OWNERS ARE RESPONSIBLE FOR ASSURING THAT THEIR RENTERS ADHERE TO ALL RULES AND REGULATIONS.

CONDOMINIUM LIVING IS DIFFERENT FROM OWNING YOUR OWN HOME. ADJUSTMENT TO THIS DIFFERENCE IS NOT ALWAYS EASY. HOWEVER, YOU WILL FIND THAT THE RULES AND REGULATIONS ARE REASONABLE, AND EASY TO LIVE BY.

ALL REQUESTS AND/OR COMPLAINTS BY RESIDENTS MUST BE IN WRITING AND SUBMITTED TO THE OFFICE. ON AN SRV SERVICE REQUEST FORM

INDIVIDUAL BOARD MEMBERS DO NOT HANDLE COMPLAINTS OR SERVICE REQUESTS.

WELCOME TO STRATHMORE RIVERSIDE VILLAS!

**THANK YOU FOR YOUR COOPERATION
BOARD OF DIRECTORS**

RULES AND REGULATIONS

OWNERS are responsible for their tenants and guests adhering to all Association Rules and Regulations.

SECTION I Clubhouse and Recreational Facilities

- A. The Clubhouse, pool, and shuffleboard courts Hours of operation:
- a. Open daily from 8:00 am to 10:00 p.m.
 - b. The pool and pool deck will be closed from 9-11 a.m. on Wednesdays for cleaning.

Villa Owners who lease their villas relinquish their right to the use of the Clubhouse and Recreational Facilities, Marina, and Pool during the duration of the lease except as a guest or waived in writing by the tenant.

The Clubhouse key should be given to the prospective buyer only after closing (Owner) or to the Renter after interview approval. An additional key may be obtained from the office for a \$20.00 fee. A charge of \$20.00 will be made for the replacement of any lost key.

Office hours are 9:00 am to 3:00 pm on Monday-Friday. Any changes to these hours will be posted on the appropriate bulletin boards and in the News & Views.

- B. The following rules have been established because of the capacity constraints of the recreational facilities, especially the pool.
1. House guests NOT RESIDING IN Sarasota or Manatee Counties will be permitted to use the pool/recreational facilities.
 2. Houseguests RESIDING IN Sarasota or Manatee Counties will NOT be permitted to use the pool/recreational facilities, unless they are accompanied by a resident.
- C. Children under eighteen (18) years of age are NOT permitted in the Clubhouse building, marina or pool, except under the direct supervision of an adult. They must not use the exercise room, sauna, or pool table under any circumstances. (Refer to Swimming Pool Regulations under Section II)
- D. A resident, with Clubhouse Chair approval, may borrow for a specified time, a folding table and/or folding chairs for personal use in their villas. The resident must sign a liability waiver when borrowing such items. Pick-up and return of such borrowed items is the resident's responsibility.
- E. The Clubhouse is primarily for the use of the residents. It may be reserved for private parties. An Application for Use of Clubhouse form should be completed and submitted to

the SRV Office for approval. It is not to be used for business or commercial purposes or by outside groups of non-association residents.

SRV Residents may rent the clubhouse for private family social functions such as but not limited to: birthdays, anniversaries, weddings, confirmations, christening, Bris, Bar/Bat Mitzvahs, memorial services, etc.

Guidelines for the use of Clubhouse Recreational Facilities are included on the Application for Use of Clubhouse Form, which must be completed for each use. The form includes information on event insurance and alcohol usage at private parties.

A liability waiver must be signed and on file at the SRV office, whereby the Applicant agrees to defend, indemnify, and to hold harmless Strathmore Riverside Villas, Inc. (SRV), its residents, officers, employees and Association members against any claim, expense, loss or liability whether or not litigation ensues that occurs as a result of any act or omission on the part of the Applicant, Applicant's Agents, Applicant's servants, Applicant's employees, Applicant's invitees, Applicant's visitors or Applicant's guests.

The applicant is required to obtain an event insurance policy (\$1,000,000 per occurrence/\$2,000,000 aggregate), with SRV named as the Additional Insured. A one-day policy from the individual's insurance company. Refer to the Application for Use of the Clubhouse form for details.

Private resident parties/functions (i.e. invitation only) shall make a refundable security deposit of \$300.00, plus a non-refundable amount of \$100.00 (subject to change at any future time) for usage to cover the cost of utilities and clean-up. Damages caused by the function will be deducted from the \$300.00 deposit. If damages exceed this fee, the using party is responsible for payment of those costs. After the party, a Clubhouse inspection will be conducted by a member of the Clubhouse Committee. If no violations are found, the deposit check will then be promptly returned.

USE OF THE POOL OR EXERCISE EQUIPMENT IS NOT INCLUDED IN THE RENTAL OF THE CLUBHOUSE.

SRV sponsored organizations, such as, but not limited to, the SRV Boating Club and SRV Golfers may use the Clubhouse without the above financial obligations. However, the organization must complete an Application to Use Clubhouse form, and is responsible for appropriate cleanup and any damages incurred.

- F. Residents and guests must use every precaution while using the pool and recreational facilities. Such usage is at their own risk.

- G. No one may enter the Office, Clubhouse Social Rooms, or Kitchen in bathing suits or bare feet.
- H. NO SMOKING is allowed within the gated pool area or inside the clubhouse.
- I. NO PETS are allowed in the Clubhouse.
- J. Alcoholic Beverages

No alcoholic beverages may be SOLD anywhere in the condominium complex. Please note there are restrictions regarding alcohol usage for private parties. Please refer to the Application for Use of Clubhouse form.

When Clubhouse activities permit the use of alcoholic beverages and those participants bring their own beverage, each person shall be responsible for his or her own behavior.

The Association shall NOT be liable for any injury to, or caused by a person who has been drinking alcoholic beverages, or for damages caused by such a person.

Bicycles parked at or near the Clubhouse MUST be parked in the designated bike racks.

SECTION II Swimming Pool

A. Swimming Pool and Pool Area hours:

8:00 a.m.	to	10:00 am	Adults ONLY
10:00 a.m.	to	2:00 pm	Adults and Children
2:00 p.m.	to	5:00 pm	Adults ONLY
5:00 p.m.	to	10:00 pm	Adults and Children

- B. Children under eighteen (18) years of age MUST be accompanied by, and under the continuous supervision of a responsible adult.
- C. Swim diapers must be worn by bathers that are incontinent, lack toilet training, or are otherwise lacking voluntary control of excretory functions.
- D. No Bather is permitted to cause contamination.
- E. Children are not to be in the pool except for the times listed for children.
- F. For health reasons bathers **MUST** use the pool shower prior to each entry of the pool. Anyone having open wounds must not use the pool.
- G. Diving, or jumping, from the edge of the pool is prohibited.
- H. Running, or rough play, in the pool or pool area is prohibited.

- I. Courtesy towards, and awareness of, other bathers and swimmers is required at all times.
- J. ONLY approved flotation devices, such as noodles, arm bands, and back supports are allowed in the pool.
- K. Appropriate swim attire, bathing caps, sun shirts (tee shirts), and hats for protection against the sun are the ONLY apparel permitted to be worn in the pool.
- L. No crockery or glassware, including glass bottles, will be permitted in the pool area.
- M. Food and drinks, including alcoholic beverages, are prohibited in the pool or on the pool deck within six (6) feet of the pool curb. Clean-up is mandatory.
- N. NO PETS are allowed in the pool area.
- O. Persons using suntan oil or lotions MUST cover the furniture with a towel or other suitable covering.
- P. All pool furniture and umbrellas must be returned to its proper location, and umbrellas should be closed after use.
- Q. The rope across the middle of the pool **MUST** remain in place except when a swimmer is swimming laps. This is required under Florida Statutes. The lap swimmer is responsible for reconnecting the rope immediately upon completion of lap swimming.

SECTION III Marina

- A. Subject to availability, villa owners with boats may lease a boat slip on a first come first served basis. An Application for Boat Slip (Boat Dock Lease form) should be submitted to the SRV Office. Long term lease (one-year lease) renters will also have the opportunity to lease a boat slip if any are available. Villa owners have priority over renters.
- B. Once a villa owner has been granted the use of a boat slip, the owner has 45 days to place their vessel in the designated slip and provide proof of ownership and insurance of said vessel to the SRV Office Manager. If they cannot show a photo of vessel, proof of ownership, Insurance and Florida registration, the slip will be given to the next person on the list. As long as the villa owner has proof of ownership of a vessel and it is legally registered in the State of Florida, that slip will be available to that villa owner.
- C. Villa Owners who lease their villa, relinquish their right to the use of the Marina.
- D. A waiting list will be established when the Marina is full. Should a villa owner be on the waiting list, and a renter with a boat slip has their lease come due, then the villa owner

will have priority rights to that slip. The renter then may be placed on the waiting list for a boat slip. This notification shall be by letter from the Board of Directors. The renter may have up to ten (10) days to remove their vessel from the Marina.

- E. A boat slip is never sold, gifted or transferred with a Villa. Any owner who sells his villa and/or vessel may not promise a boat slip to the purchaser. Once an owner has sold a villa or vessel, the owner will have ten (10) days to remove their vessel from the Marina. The SRV Office Manager will provide a notification letter to the next person on the waiting list that a boat slip is available and that person's forty-five (45) day period will begin. They will have 45 days to place their boat in that slip.
- F. Any illegally docked vessel will be removed from the Marina at the owner's expense. All vessels shall be kept in good running order and be legally registered and marked in the State of Florida with current decal visible on the boat. All vessels, their Florida Registration and appropriate Insurance information MUST be filed with the SRV Office annually.
- G. The cost of leasing a boat slip is subject to change by the Board of Directors and is payable annually or pro-rated based upon the date of signing the dock lease. The annual boat lease is due on January 1st and past due after January 10th of each year at the SRV office. The Board of Directors shall have the sole authority to grant extensions of time in writing for the removal of a vessel. However, this time limit may not be extended past sixty (60) days.
- H. Floating docks may be installed in a boat slip upon prior approval of the SRV Board of Directors; however, they may not be attached in any manner to the dock or pilings. As part of the approval process, the Request to Modify Condominium Property form must be submitted with an attached picture and/or diagram of the proposed floating system. The owner will be responsible for all maintenance of said floating system and it must be removed prior to releasing the slip.

SECTION IV Animals

- A. Only two (2) animals are permitted per occupied villa.
- B. Animals permitted are dogs and domesticated cats. No dog shall, when fully grown, exceed fifteen (15) inches in height at the shoulder. Dogs must be registered with the SRV Office. If SRV determines any dog is exempt from the SRV Declaration maximum of 15 inches, documentation stating the exemption will be filed in the SRV Office.
- C. Other species, such as caged birds and fish tanks, are permitted as long as they are kept within the villa.

- D. Animals MUST be kept on a controlled leash when on common elements, and MUST NOT get closer than five (5) feet of any villa.
- E. Exercising animals on common elements is permitted provided excrements are picked up and removed to the villa of the animal's owner. Residents must use common courtesy as to where dogs relieve themselves. Animal waste is a nuisance and possible health hazard to residents, grounds workers, and others walking on the common elements.
- F. Animals are NOT permitted in the Clubhouse, swimming pool, pool area, shuffleboard court, or any boat slip (except to board a boat).
- G. No one may keep a dog or any other animal that annoys any resident by unreasonable or continuous barking or noise, or shows any tendency toward viciousness. No one may keep any other pet that annoys any resident by unreasonable or continuous loud sounds.
- H. Animals loose on common elements are subject to removal by the Sarasota County Animal Control Unit. Please report all situations directly to them at (941)861-9505 or (941)861-9500.
- I. The ground feeding of birds, squirrels and stray animals, including but not limited to, cats and dogs, is prohibited on condominium property for health and nuisance reasons.
- J. However, bird feeders and bird baths of reasonable size shall be permitted only to the extent that they are approved by the Board of Directors and do not become an unreasonable nuisance to the community.

Bird Feeders, if approved, are permitted within the villa overhang, or in the keyhole area, provided only bird seed is used. They should be stored during hurricane season.

Birdbaths, if approved, are allowed on the owner's side of the keyhole area or in an area that will NOT become an unreasonable nuisance to the community, including ground maintenance personnel.

SECTION V Automobiles and Parking

- A. SRV Vehicle Identification Stickers (VIS) is **MANDATORY** and must be placed on the rear window of the vehicle, on the driver's side. The SRV sticker must be visible at all times. No unit may have more than Two(2) vehicles on the property unless approved by the board.
- B. All trucks including Pick-up trucks, SUV's with a pick-up backend, trailers of any description, campers, personal watercraft, boats, mobile homes, recreational vehicles, motor homes, motorcycles or any vehicle not in operable condition or validly licensed and registered, are NOT PERMITTED to be kept on Condominium property without prior written

Board approval. Refer to SRV Declaration 8.10 Motor Vehicles; Commercial Vehicles; Parking.

If granted, such approvals will be limited in duration to two (2) weeks in any six (6) month period. Such vehicles may only be parked in the Clubhouse south parking lot and must display a valid Visitors Parking Permit.

- C. No vehicles shall be permitted to be worked upon on any street or parking area within the community except in an emergency and only on a temporary basis.
- D. For emergency identification and owner notification, it is MANDATORY that all vehicles owned or used by SRV Owners and Renters, must be Registered in the SRV office and receive an SRV Vehicle Notification Sticker (VIS). The registration and the VIS registration must include Owners/Drivers Name, Villa Number, Drivers License Number, Insurance Company and License Tag State and Number. The VIS must be placed on the driver's side rear window. The vehicle must be parked so the VIS is visible at all times. All guest and temporary use vehicles (rentals) staying in SRV or being used over 24 hours must also register with the SRV office. No Villa is allowed to have more than two (2) vehicles on the property unless approved by the Board. If a vehicle is found with an expired tag from any state and the owner cannot be located, that vehicle will be towed at the owners expense as posted at each SRV entrance.
- E. All vehicles must be parked in Association designated parking areas. Parking on streets or lawns is prohibited.
- F. No part of any vehicle parked on a carport apron can be in the roadway or road gutter.
- G. All vehicles MUST be parked in carports facing the villa in order to prevent exhaust discoloration of the walls and any potential damage to walls due to backing into carport.
- H. Maximum speed limit is 15 MPH, except in a 5 MPH zone. All speed limits and stop or yield signs MUST be obeyed.
- I. SUVs, Station Wagons, and Vans of the type commonly used as private passenger vehicles may be parked in approved parking areas ONLY. Vehicles longer than nineteen (19) feet in length or exceeding seven (7) feet in height are NOT PERMITTED IN THE CARPORT AREA and must be parked in areas designated by the Association for oversized vehicles.
- J. No commercial trucks or vehicles, other than those temporarily present on business, may be parked within the condominium complex. Such vehicles are not permitted to remain overnight or after normal working hours except in cases of emergency.

A commercial vehicle includes, but is not limited to, vehicles used in a trade or business, vehicles with commercial writing, advertising, or logos on the exterior, or vehicles that carry tools, equipment or ladders that can be viewed from the exterior.

- K. At no time may any vehicle, camper, or motor home be utilized as an overnight residence while parked on SRV property.
- L. Vehicles are prohibited from blocking access to Units, creating a safety hazard to ingress and egress throughout the community roadways, driveways, or parking areas.
- M. Washing of cars is prohibited anywhere on Strathmore Riverside Villas property –whether it be carport or parking lot or any other common elements per the **prohibition by Sarasota County** due to runoff polluting the canal.
- N. Car covers may only be used on vehicles parked under the carport. Covers that deteriorate when the owner is absent will be removed by SRV.

SECTION VI Villa Maintenance and Structural Changes

- A. See SRV Declaration Article 6 Section 6.2B – Responsibilities of Owner
- B. Owners must obtain Board of Directors/Designated Committee approval **prior to beginning any modifications** to SRV Condominium property. The Request to Modify Condominium Property form is available from the SRV Office. Owner must include a description of proposed modification and any additional information supporting the request, as well as the contractor’s name and address, contractor license number, proof of liability insurance, county permit (if required), etc. All modifications to SRV Condominiums must be approved by SRV **prior** to start of work.
- C. Since all of the villas of SRV, and the common elements of SRV, are the responsibility of the Association, ALL contractors doing work in SRV either internally or externally, shall notify the SRV office and supply the SRV office with a Certificate of Insurance with minimum liability coverage of \$500,000 bodily injury and property damage and coverage for workers compensation.
- D. **Ownership** is described in the SRV Declaration Section 4.1 Unit Boundaries, and the individual Plat. Please note that it includes the Roof, Annexed Carport, and Porch (Lanai).
- E. **Definitions of Common Elements** (Association Owned) are included in the SRV Declaration, Section IV 4.2 F, which states:

“All outside surfaces of walls except for glass or screened surfaces of windows, doors or enclosures of the various Units, which said glass and screened surfaces will be a part of each Unit and are not common elements. Covering, replacement or modification of all such surfaces, however, must be approved in advance by the Association hereinafter mentioned.”

F. **NO external** changes may be made to a villa, including covering, replacement, or modification of any glass or screened surfaces, without prior approval of the Board of Directors.

NO internal alterations, such as wall removal or change of basic structure of a villa, may be made without the prior approval of the Board of Directors.

The Request to Modify Condominium Property form is available from the SRV Office.

Any changes made without the specific approval of the Board of Directors, would result in a request to restore the villa to an acceptable structure at the expense of the owner.

G. Any damage caused by, or due to, a change/alteration to a villa made without Board approval, or any unauthorized items left on the common element, is the responsibility of the owner.

H. **Solar film** installed on windows must be removed if air bubbles or other visible deterioration appears.

Caution: Some types of glass can be damaged when villas are washed preparatory to painting. The Association will provide adequate notice before painting; however it is NOT responsible for any damage.

I. **By the Association:** The Association shall maintain, repair and replace at the Association's expense all portions of the Common Elements. All incidental damage caused to a Unit by work performed in maintaining the Common Elements shall be an Association expense. Notwithstanding the foregoing, the Association shall have the right to make rules regarding the maintenance of various Units as determined by the Association from time to time.

J. **Outside light fixtures** are the responsibility of the owner. **Replacement must be white** and have prior approval of the Board of Directors, in order to maintain the common look as required by the SRV Declaration.

K. **Hurricane Shutters** Written approval from the Board of Directors is required for the installation of hurricane shutters. The villa owner **MUST** submit a Request to Modify Condominium Property, with a sketch of the proposed installation and manufacturer's brochure with description of item to be installed. The request will be given to the Building Committee for processing and approval. Following the installation, the villa owner **MUST** notify the SRV Office so that a final inspection may be made by the Building Committee.

Outside roll shutters (with storm bars, if needed) or corrugated metal or heavy plastic panels or other technologies may be installed for hurricane protection, security, shade, and energy conservation after receiving Board approval. They **MUST** be white in color and not change the appearance and common look of the villa (i.e. impact location of front shutters).

L. **Roofs.** It is the responsibility of an owner to maintain or replace the roof of the villa, laundry room, and carport. Article VI of the SRV Declaration covers Association and Owner maintenance responsibilities. When one side of the laundry room roof leaks, both villas share the repair or replacement costs. Clean-up of any tar on the mansards or other damage resulting from repair, is the owner's responsibility. Homeowners are responsible for damage from leaks to beams and structure. Homeowner is required to use the "Request to Modify" form for approval of Board of Directors to repair/replace roof before work commences.

M. Installation of any **appurtenances on the roof** of a villa, such as a Satellite Dish, **MUST** have the prior approval of the Building Committee and the Board of Directors.

N. **Carports.** The carport is included in the ownership of the Unit to which it is annexed. Where a carport is shared with another Unit, one-half is the responsibility of one Unit, and the other half to the other Unit. Unit owners are responsible for maintaining the roof, ceilings, structure and floor. When one side of the carport roof leaks, both villas share the repair cost.

O. **Carport Surface.** Villas which share a carport must have the entire floor the same color and material. Colors must be in an earth tone or a blend of earth tones. A Request to Modify Form must be submitted and approved for color chosen. Carpeting is **not** allowed as carport flooring.

P. **Termites.** There are two (2) types of termites that affect villas. Subterranean and dry wood. Subterranean termites nest outside the villa on common elements. The Association pays for treating the grounds outside the villa. Dry wood termites nest inside of the Unit and are the responsibility of the villa owner. In this case tenting of the entire structure, including other attached Units, is recommended. All owners included in the tenting process will share in the cost without regard to where the infestation was found.

An alternative "No Tent Treatment" is available by some vendors, and may be used instead of tenting. In this case, the owner with termites pays for treatment of their villa. If no termites are present in the villa mate's villa, the villa mate does not have to treat their villa and has no financial responsibility for the other villa being treated. The Association is responsible for treatment and inspections for subterranean termites and owners are responsible for damage/repair to villa.

Q. **Gutters and Downspouts.** To help carry off rain water from a Unit roof, ONLY white gutters and downspouts may be installed, subject to the prior approval of the Board of Directors. Owners must take into consideration where the water will flow. Improperly installed gutters and downspouts may cause problems to an adjacent Unit or common area, and will be corrected at the expense of the owner installing the system. A Request to Modify form and a sketch of the proposed installation **MUST** be submitted for approval before installation.

R. Plumbing, Fixtures. Each owner is responsible for maintaining the plumbing system within and under the Unit in good condition and repair. This includes water and sewer pipes, sanitary facilities, shut-off valves, fixtures and equipment. "Plumbing System" includes all pipes from the trunk line connection to the villa. If obstruction is between the "Y" and main trunk, it is the responsibility of each owner, if villas are connected.

At the Board of Director's discretion, the Building Committee and authorized SRV personnel will conduct an annual inspection of all villas to identify plumbing leaks from toilets and outdoor faucets. Identifying leaks avoids unnecessary water usage and higher utility bills.

S. Electric Wiring System. Each owner is responsible for the electric system. This includes any electric conduit, wire, switches, fixtures and equipment located in the Unit or on the Unit side of the electric meter servicing the Unit. Accordingly, the Unit owner is responsible for the main electric switch box containing the circuit breakers and the wiring to the air conditioning compressor/heat pump outside the Unit. All wires running from the ground up to the meter on the exterior of the villa MUST be enclosed in a white PVC pipe and is the responsibility of owner.

T. Porches (Lanai). Screened porches may be replaced by vinyl or glass windows with prior approval of the Board of Directors. Owners must submit a Request to Modify Condominium Property form, including a sketch of the proposed replacement, showing the kind and color of material to be used, how the windows will function, and what they will look like when installed. Owner must receive approval by the Building Committee/Board of Directors prior to commencement of work. Contractor or owner MUST obtain a building permit from the county, when necessary, as part of the approval process for any repair or replacement. Any work done MUST conform to county requirements. No Material changes to the outside walls without modification approval from the Board of Directors.

U. Painting. In order to maintain the common look of SRV, as required by the SRV Declaration, painting of exterior walls, mansards, and shutters of each Unit is the responsibility of the Association. Painting includes the exterior of the trash closet, but NOT the main entrance door to the Unit. Older wood Utility room doors will be painted unless the Unit Owner stipulates otherwise.

V. Window Replacement. All replacement windows MUST meet the current Florida Building Code requirements for egress, wind and impact resistance and hurricane shutters. Owner must submit a Request to Modify Condominium form. The SRV approval process, which includes preliminary discussion, use of licensed/insured contractor, appropriate building permit and completion of necessary forms, MUST be followed.

Approved windows MUST be white in color and will include the following types:

1. Two panels: Either horizontal sliding or swing out openings (Recommended for bedroom windows).

2. Three panels: Swing out openings for bedroom windows. Other rooms can have horizontal or swing out openings.

3. Factory tinting for thermal condition is acceptable.

W. **Fireplaces** ONLY electric fire places are allowed within a villa with appropriate Building Committee and Board approval.

SECTION VII Villa Activities – Permitted and Prohibited Adjacent to Unit

A. Grandfathered Patios

The owners have the right to the reasonable use of the authorized patios which are adjacent to their Units. This includes placing personal items such as potted plants, ornaments, chairs, tables, free-standing awnings, sunshades, and umbrellas upon these patios so long as all personal items can be easily moved and stored in the event of a suspected adverse weather event. No personal items, awnings or sunshades may be permanently affixed to the Unit or to a railing or any other structure surrounding the patio. The pre-existing awning framework receiver bracket attached to the patio railing located at Villa 205 is permitted. All residents are responsible for removing their personal items from their patios and storing them inside when there is a threat of severe weather, or when no one is in residence for more than one week. The Association will not approve any expansion of the subject patios unless for a clearly shown safety reason. Owners are responsible for the painting and repair of their patios and railings so long as the repairs are consistent with the patio design and footprint as originally constructed or grandfathered. For safety reasons a railing may be attached to the patio. Any new railings require SRV Board approval and are subject to normal County permitting approvals before installation.

B. **Prior approval from the Grounds Committee** is required for planting of additional flowers, shrubs, plants or trees and/or placement of garden ornaments on Condominium property. If permission is granted, the owner shall maintain the plantings in an acceptable manner. The hedges along all sides of the villa and carport sides of the villa are the responsibility of the Association. Owners are NOT to plant, trim, or remove them without prior approval.

To facilitate mowing, there are to be NO permanent blocks or decorative borders around the palm trees.

Plant Removal: Live plants will not be removed unless there is a safety issue or a hazard problem. Plants having a root system which are a potential problem to the villa structure will be removed by SRV.

Red Ribbons: Should be used to indicate plants around the villa that the resident does not want to be trimmed. Place the red ribbon around one of the branches. SRV will not trim them, unless they are causing a problem such as; growing over the roof or touching the mansards or walls etc.

Clippings: Branch clippings should be left loose (no bags) at the curbside every Monday. Leaves and yard waste should be put in a reusable container or paper bag with no plastic bags allowed. Clippings should not be put out before 6:00p.m. on Sundays. Collections will be made every Monday throughout the year.

- C. **Irrigation System.** The new irrigation system will be installed, maintained, and monitored by SRV. Residents should notify the SRV Office promptly if there are problems with the irrigation system.

Side or back yard irrigation systems previously installed by Owners are the responsibility of the owner to maintain, and Owner must adhere to Sarasota County watering restrictions and scheduling.

- D. Carport walkways **MUST** be kept free of obstructions at all times. Plants or furniture in the carport **MUST** be placed in such a manner that they do NOT impede emergency or service personnel, or others from being able to enter the villa safely.
- E. Washing of cars is prohibited anywhere on Strathmore Riverside Villas property –whether it be carport or parking lot or any other common elements per the **prohibition by Sarasota County** due to runoff polluting the canal.
- F. Attachment of permanent ornaments or other fixtures to the outside walls of villas is in violation of Article VIII (8.1) of the Declaration of Condominium. Reasonable fixtures, with prior approval by the Board of Directors, are allowed within the carport, and must be stored during hurricane season.
- G. Use of a charcoal broiler, gas grill or other smoke producing equipment in a carport is NOT permitted. Such cooking units may **ONLY** be used and stored in keyhole area. Single units and units without a keyhole contact Building Committee for approval.

Seasonal owners, who are not here during the hurricane season, **MUST empty propane/gas tanks** and store them in the Recycle/Waste Room. Cooking units should be stored inside the Utility Room. All such items must be prepared and stored properly before the owner leaves SRV for the season.

CAUTION “Empty” propane tanks still have a small amount of propane in them and are hazardous if stored in a closed area such as the Utility Room. The Trash Room provides better ventilation (louvered doors) for empty propane tanks.

- H. **Red and Blue recycling containers, and trash/garbage cans** **MUST** be retrieved from the roadside following pick-up. These containers should not be placed at the roadside **no earlier than sunset** on the evening before trash day. They should be placed so as not to block the roadside gutters.

- I. **Garbage is to be placed in plastic bags** securely tied and kept in the closet of the villa. Animals frequently open bags at night and scatter the contents on the ground. The Villa resident is responsible for removing any debris left after the trash/recycling pick-up. Trash cans and Recycling bins should be stored out of sight in the trash closet or inside the utility room of the villa. Residents **MUST** follow Sarasota County government recycling and garbage collection procedures.
- J. Items, such as lawn furniture (folding or stationary), hoses, ladders, tools, fire extinguishers, etc. placed on limited common elements such as the carports and keyholes, must be removed when severe weather is expected, or when no one is in residence.
- K. **Clothes lines, hangers or drying facilities** are not permitted anywhere outside the villa. Clothes, rugs, drapes, spreads, or household articles or goods of any sort cannot be dried, aired, cleaned or dusted by hanging or extending the same from any window, door or placed on shrubs or lawns.
- L. **Only the American Flag** may be displayed from an appropriate bracket on a support column of the carport. American Flags **MUST** be displayed in a clean and neat manner, in accordance with the flag code of the United States. Any flag, either torn or faded should be given to the SRV office or local veterans' organization for disposal. Unless lighted by a 100W bulb or comparable fluorescent light, flags **MUST** be removed at sunset. An owner may display a service flag of the Army, Navy, Air Force, Marine Corps, or Coast Guard on Armed Services Day, Memorial Day, Flag Day, and Veterans Day. The service flag may not exceed four and one-half (4-1/2) feet by six and one-half (6-1/2) feet in size.
- M. **No signs or banners** of any type will be maintained, kept or permitted on any Unit where the same may be viewed from the common elements.
- N. Signs designating Unit number and / or owner's name, need written approval from the Board of Directors.
- O. **No wires, TV antennas, including satellite dishes**, air conditioners or structures of any sort can be erected without prior permission of the Board of Directors.
- P. **All condominium Units MUST remain of like exterior design, shape, color and appearance as other Condominium Units of the same class or type.**
- Q. **Hurricane Preparedness**: Detailed planning information is included on the inside front cover.

Seasonal owners, who will not be in residence during the hurricane season, **MUST** remove and store, within their villas, ALL items which potentially can become "flying missiles" during a hurricane. This includes, but is not limited to, BBQ grills, hanging and potted plants, furniture and other loose items in the keyhole and around the villa. Please note that all propane tanks **MUST** be emptied before storing. Please refer to Section VII of these Rules for additional information on storing propane tanks.

Any items deemed by the Board of Directors to be a hazard during a hurricane emergency will be removed and confiscated. Disposition is at the Board's discretion.

R. Storage Pods, Dumpsters, Bagsters & Contractor Trailers: A resident may place any of these items in the villa driveway or carport for no more than 72 hours while loading or unloading the Pod. The placement of these Pods must not restrict the ingress or egress for the villa mate. None of these items shall be placed upon the common grounds. For good cause shown, the Executive Committee may extend this time limitation upon the prior written request of the resident.

S. Holiday Decorations approved as follows:

- Timeframe: Thanksgiving Day to January 6
- Lights on bushes, plantings and along villa roof line
- Wreaths on doors and around front light
- Ornamental decorations in front of villa must not interfere with lawn service. (Association not responsible for damage by lawn service personnel.)
- No blow-up decorations are allowed

SECTION VIII Villa Appearance

A. Common Element in Front of Villa:

- No decorative ornaments, potted plants, large shells or large stones are allowed in front of the villa.
- Seasonal decorations will be allowed based on BOD approval.
- Decorative ground lights, with BOD approval, are allowed within three feet of the villa, directly in front of the bushes or plants. The Association will not be responsible for any damage.

B. Villa Sidewalks

- Must be kept clear of all obstacles at all times.
- Non-skid tile may be used to cover the sidewalk. The tile should tie in with the previously approved floor colors (refer to Section VIO of these Rules). It is preferred that sidewalks of adjoining units be covered in the same manner. (BOD approval is required).
- Indoor/outdoor carpeting is not allowed on sidewalks; however it is allowed from the front door to the Utility Room door.
- There is an overall limit of five potted plants (3-gallon maximum) allowed. No more than three (3) of the five allowed plants, may be removable potted plants hung from the carport ceiling along the sidewalk. These must be moved into the villa at the time a hurricane warning is issued or when the owner is away at anytime during the hurricane season.
- One wind chime is allowed so long as the villa mate and neighbor villas approve.
- No potted plants are allowed on the sidewalk or in front of the carport posts.

C. Planting area between sidewalk and villa wall

Planting area on side of carport (single unit):

- Old Bushes/Hedges between side of the villa wall and the Carport may be removed and replaced with plantings approved by the Grounds Committee. Owners will be expected to maintain any such plantings at their own expense.
- **In ground plantings** are preferred in this area.
- However, up to five 3-gallon potted plants are allowed in this area. Again please note that a maximum of five potted plants are allowed overall (hanging or on ground).
- Furniture items are not permitted in this area.
- One decorative item may be placed on the ground near the villa door. It must be of a size that allows the owner to store it in the utility room during a hurricane warning or when away at anytime during the hurricane season.
- Small stones, shells, rocks, or mulch may be used for ground cover.
- MULCH must be the same type and color as other areas in community. Prior approval must be obtained from the Grounds Committee. Extra mulch will be at owner's expense.
- For safety purposes, to eliminate tripping hazards, removal of the edging by the front door is allowed to establish a flat surface walk. Removable flat square tiles or pavers – no permanent cement/concrete – may be installed on the ground over the sand/dirt in that area only. All tiles and pavers must be removable near the front entrance.
- Wall decorations are allowed in this area with prior Board/Committee approval.
- No artificial plants – plastic or otherwise – are permitted.
- An owner name placard may be placed at the front of this area, subject to prior BOD approval. Size should be no greater than 16" X 10" and no more than 2 ft. above the ground.
- Two-villa units may attach a garden hose to the wall no more than three feet from the ground and preferably behind a bush or plant. Single units and multi-unit villas may attach a garden hose to the wall by the storage room but not in the front of the villa.
- When needed, a mailbox may be attached to the wall near the front door or put on a post by the door.
- In addition, a religious object or a small welcome sign(3" side, 6" high and 15" deep) may be attached to the mantle or frame of the door

D. Carport

- The carport floor may be painted according to the approved color schemes as specified in Section VI(0). of these Rules. Both sides must be painted the same color.
- The carport floor must be cleaned of car oil drippings and rust spots on a regular basis.
- Carpeting is **not allowed** as carport flooring.
- No more than two bicycles may be chained against the utility room wall. Additional bikes must be stored in the unit.
- Red and blue recycling containers and trash containers are not to be stored in the carport and must be kept in the Utility Room or Trash Storage Closet
- One wall decoration is allowed on outside wall area with Board/Committee approval prior to hanging. It can be no bigger than 25" by 25" (625 square inches) and must be

removed from wall and stored during hurricane warning or if resident is away during hurricane season. Submit a form for approval for wall decorations. The form is available in the Office.

- No potted plants or decorative items are allowed on or in front of the carport posts.
- One removable American flag, in a respectful condition, may be displayed on the front carport post. (See VII-k page 17)

E. Walkway between villa door and utility room (two-villa units)

- Outdoor furniture such as a small table and two chairs, or a two-seater, are allowed against the wall in this area.
- NOTE: This is the only area that any kind of furniture is allowed.
- This furniture must be moved by the owner into the villa in the event of severe weather, or when no one is in residence for an extended period of time.
- Indoor/outdoor carpeting is allowed in this area between the doors. It must be permanently installed, maintained in good condition, and no wider than 48 inches.

F. Single Carport Units

- Outdoor furniture such as a small table and two chairs, or a two-seater, are allowed against the back wall in this area.
- NOTE: This is the only area that any kind of furniture is allowed.
- This furniture must be moved by the owner into the villa in the event of severe weather, or when no one is in residence for an extended period of time.

SECTION IX Villa Activities – Interior

A. Nuisances: No nuisances shall be allowed on the Condominium property nor any use or practice which is a source of annoyance to the residents or which interferes with the peaceful possession of proper use of the property by its residents, such as loud noises or obnoxious odors, or conduct or conditions giving rise to safety concerns.

Further, no immoral improper, offensive or unlawful use shall be made of the Condominium property nor any part thereof and all valid laws, zoning ordinances and regulations of all government bodies having jurisdiction thereof shall be observed.

No electric machine or apparatus of any sort will be used or maintained in any Unit which will cause interference with the television reception in other Units.

No business, commercial activity or profession that results in client visits and/or product delivery or picking up from any Unit may be conducted from any Unit.

- B. **Maintenance:** Each unit owner, lessee, or occupant MUST maintain the Unit in good condition and repair at all times. This includes porches (lanais), interior walls, floors, ceiling, doors, windows, electric and plumbing systems and parts and components thereof, sanitary facilities fixtures, equipment and lamps.

In addition, the Unit owner is also responsible for keeping the Unit free of refuse and pest infestation.

- C. **Occupancy:** Each Unit, at all times, MUST be occupied by only one (1) family and guests, as a residence and for NO other purpose. No Unit may be divided or subdivided.

No unit owner shall permit any use of his Unit or of the common elements which will increase the rate or premium of insurance upon the Condominium property.

- D. Permanent occupancy of a villa by a non-owner who is the **father, mother, son, daughter, sister or brother** will NOT be counted as part of the 15% cap on the number of leases allowed in SRV, per Section 8.3 of the SRV Declaration of Condominium.

Immediate Family, as identified in paragraph D above, visits when Owner is NOT present: Short visits of not more than thirty (30) days is permitted, subject to advanced notice by the owner given to the SRV office. Related section: Refer to Section V Visitors Vehicles.

- E. **Age Restriction:** The Association is designed and intended as a retirement community for older persons, to provide housing for residents who are fifty-five (55) years of age or older. No Unit shall, at any time, be permanently occupied by children who are under the age of eighteen (18) years of age; except that children below the age of eighteen (18) may be permitted to visit and temporarily reside for periods as provided in the Association Rules.

- F. No sole occupancy of any Unit shall be permitted by an individual **between** the ages of eighteen (18) and fifty-five (55). Units shall at all times have one (1) resident fifty-five (55) years of age or older. Individuals under the age of fifty-five (55) shall be permitted to occupy a Unit under the circumstances listed below and must go through the interview process:

1. At least one (1) other person permanently occupying the unit is age fifty-five (55) or older.
2. If such person is the surviving spouse of a Unit owner that was fifty-five (55) years of age or older on the date of death, and if such person occupied the Unit prior to the Unit owner's death.

G. Guests or Visitors: Guests or Visitors occupancy is permitted for no more than thirty (30) days in a twelve (12) month period, when the owner is present. Individuals occupying a Unit exceeding such period shall be considered permanent occupants and shall be subject to all application and approval requirements established by the Association including the age restriction set forth above. The Board shall have the authority to promulgate reasonable rules and regulations regarding guests, visitors, relatives, and other temporary occupants in the community.

Guests and visitors must comply with all SRV Rules and Regulations!

SECTION X Sales and Rental Interview Procedure

The following procedure is to be followed when a villa is to be sold or rented. If a Real Estate Agent is involved, it is the OWNER'S RESPONSIBILITY to see that the Agent is informed of, and complies with, these procedures.

- A.** Obtain an "Application for Approval to Purchase or Lease/or rent" and a copy of the "Official Rules and Regulations" from the SRV office. Each buyer or renter MUST read and be familiar with the Declaration of Condominium and Bylaws before an interview is held.
- B.** Owner, or agent, should return the completed application (with copy of lease if renting) to the SRV office along with a processing fee of \$100.00, payable to "SRV Condominium Association, Inc.". The application MUST be signed by both the seller and buyer (or renter). If the lease is a renewal, a new lease and application MUST be submitted.
- C.** If at all possible, the applicant should allow one (1) week between submitting the application and the interview with the Sales and Rental Committee. The processing of paper work and arranging the orientation and interview takes time and cannot be scheduled on short notice.
- D.** Upon receipt of the completed application (and copy of lease if renting) and the processing fee, the SRV office will arrange an interview (during regular office hours), between the prospective buyer/renter and all other persons who are to reside in the villa, with the Sales and Rental Interview Committee.
- E.** NO SALES OR RENTAL TRANSACTION IS FINAL WITHOUT APPROVAL OF THE SRV BOARD OF DIRECTORS.
- F.** New owners or renters shall check-in with the Association office on or before the date of occupancy.
- G.** Each Condominium Unit (sale or rental) shall be used exclusively as a single family residential dwelling. Sale or rental to a corporation, association or group other than a family or individuals, is prohibited in accordance with Florida Statute 718.

H. A villa shall NOT be rented for a period of LESS than three (3) months and shall NOT be rented more than two (2) times in any calendar year. No subleasing is permitted. Maximum lease term to be NOT in excess of three (3) years. No lease may be extended without the approval of the Board of Directors.

Lessors are required to provide to the SRV Office a copy of the proposed lease extension. This should be given to the SRV office thirty (30) days prior to the expiration date of the current lease.

SECTION XI Other Required Interviews

- A.** An interview is required of all persons residing for more than thirty (30) days in a villa with an established resident. Such a situation might be: marriage, a relative, a friend, a guest/visitor or a care giver.
- B.** Guest/visitors remaining in residence more than thirty (30) days are no longer considered temporary, are subject to the interview process, and need Board approval. This procedure is necessary to acquaint the new resident or guest/visitor with the Rules and Regulations, Association activities, and to determine that such occupancy does NOT violate any of the covenants of the Declaration of Condominium or Bylaws.

SECTION XII Violation Enforcement Procedures and Fines

A violation of any provision of our Declarations, Bylaws or Rules and Regulations exposes the Unit Owner to a fine of up to \$100 a day for every day the violation is unresolved, up to the maximum of \$1000.00 allowable under Florida law.

For the purposes of this Rule, the Unit Owner shall stand responsible for responding to all notifications, the attendance at all hearings and for satisfaction of any sanction imposed whether the violation is the action of Unit Owner, a relative, guest, tenant or contractor.

The SRV Board of Directors pursuant to Fla. Statutes, Chapter 718.3003(3) is authorized to suspend the rights to use the common elements and to impose reasonable fines for the failure of the owner of the unit, its occupant, licensee or invitee to comply with any provision of the declarations, the bylaws or rules of SRV so long as such suspension and fine are confirmed after a hearing by the Legal Committee.

The specific procedures for the violation enforcement process are:

A. NOTIFICATION

1. Notice of Inquiry. Any resident, employee, representative or Board member may initiate an inquiry by notifying any Board Member or the SRV Office Manager.
2. Notice To Property Manager. As soon as reasonable practical after receiving the inquiry, the Board Member or SRV Office Manager shall notify the Property Manager of the circumstances regarding the inquiry by phone, email or first class mail.
3. Initial Investigation. After receiving the inquiry, the Property Manager shall investigate the inquiry and make a threshold determination as to whether or not the

conduct represents a violation of our Declarations, Bylaws and/or Rules and Regulations. The Property Manager shall provide the Executive Board with notice of this determination. The Executive Board shall keep and maintain a file of all such notifications for a period of not less than five (5) years.

B. INFORMAL RESOLUTION

1. Determination of Non-violation. If the Property Manager determines after investigation that there are insufficient grounds to pursue the matter, the Property Manager shall take no further action other than to provide the Executive Board of this determination.
2. Determination of Probable Violation. If the Property Manager concludes after investigation that proper grounds exist to constitute a probable violation, the Property Manager shall notify the Unit Owner of such determination within a reasonable amount of time and requesting the Unit Owner to arrange for a mutually convenient time to communicate with the Property Manager regarding the alleged violation. This notice shall be either by telephone, email, first class mail or in person.
3. Meeting With Unit Owner. The Property Manager shall exert all reasonable efforts to discuss the probable violation with the Unit Owner at a mutually convenient time. The discussion shall be by telephone, email or face to face meeting at the discretion of the Property Manager. The purpose of this discussion is to arrive at an understanding and agreement with the Unit Owner sufficient to resolve the situation.
4. Resolution by Agreement. If the Property Manager and the Unit Owner are successful in resolving the matter by agreement, the Property Manager shall prepare a written memorandum regarding the relevant facts, circumstances and the nature of the resolution. Any agreement or understanding that requires an action by the Unit Owner to remedy the situation must contain a reasonable deadline. The Property Manager shall provide a copy of this memorandum to the Unit Owner and to the Board Executive Committee. The Property Manager shall provide written notice to both the Unit Owner and the Board Executive Committee when the matter is satisfactorily resolved and the probable violation fully remedied.
5. Informal Resolution Unsuccessful. In the event that the Property Manager and the Unit Owner are unable to reach an agreed resolution, the Property Manager shall notify the Executive Committee of the Board of Directors within a reasonable time. The Property Manager shall thereafter provide the Executive Committee with copies of the written material exchanged between the parties and thereafter schedule the matter for determination by the Board of Directors at a duly noticed official meeting.

C. BOARD OF DIRECTORS DETERMINATION

1. Process. At a duly noticed meeting where the unit owner is also given notice, the Board shall consider any and all information it determines in its sole discretion to be relevant or helpful in arriving at its determination. The Unit Owner is entitled to present any information he or she elects to present to the Board's determination.
2. Decision. The Board's determination shall be by majority vote of those Members present and voting. If the Board determines that a sanction is in the best interests of the SRV community at large, it may levy a fine on the basis of each day of a continuing violation up to \$100 per day or \$1,000 in the aggregate. The Board may also suspend for a reasonable amount of time, the right of the Unit Owner, a tenant, guest or invitee to use the common elements, common facilities or any other association property except it shall not apply to limited common elements intended to be used by the unit, common elements needed to access the unit, parking spaces or utility services. If the Board determines that there is no violation or that no sanction is applicable the matter is closed and no further action shall be taken.
3. Referral to Legal Committee. If the Board's determination involves either the levy or a fine, it shall pursuant to Fla. Statutes, refer this matter to the Legal Committee for a hearing to determine whether to confirm or reject the fine and/or suspension.

D. LEGAL COMMITTEE HEARING

1. Selection of Panel and Notice of Hearing. After receiving the notice of Board's determination of a sanction for a violation, the Chairman of the Legal Committee shall meet and schedule a time and date for a hearing. The Legal Committee shall select three of its members to constitute the panel who will consider the matter and make a determination. The three members of the committee selected to hear the matter shall select one of its members as the Hearing Officer who shall conduct the hearing. The panel shall provide notice of the time, date and location of the hearing and a brief statement of the issues for resolution to the Property Manager and the Unit Owner which must be received at least fourteen days in advance of the hearing. . The hearing shall not be conducted for a minimum of fifteen (15) days to provide an opportunity for the Property Manager and Unit Owner to resolve the matter before the hearing. At the option of the Unit Owner, the hearing may be opened to the public. The Legal Committee shall provide a copy of this notice to the Board of Directors.
4. Resolution Prior To Hearing. If the Property Manager and the Unit Owner resolve the matter prior to the hearing, the Property Manager shall prepare and send a written memorandum regarding the facts and circumstances of the resolution to the Legal Committee, the Board and the Unit Owner. The Board shall then determine whether or not to accept the agreed resolution.

5. Hearing Process. The Property Manager shall present to the Hearing Officer and the panel all the evidence deemed relevant regarding the matter at hand whether this be in the form of documents, photographs or testimony of witnesses. The Unit Owner shall have the opportunity to respond, present evidence deemed relevant to the matter, to provide written or oral argument and an opportunity to review, challenge and respond to any material presented at the hearing. Each party is afforded the opportunity to question and cross-exam the witnesses of the other party after that witness testifies. After both parties have presented all the evidence they choose to present, the Hearing Officer shall adjourn the meeting to provide the panel with an opportunity to review the evidence privately and render its decision.
6. Form and Disposition of Decision. The panel shall make one of the three following determinations which shall be announced to the parties and thereafter put into writing and submitted to the Board of Directors:
 - a. Confirm the entire sanction levied by the Board.
 - b. Reject the entire sanction levied by the Board.
 - c. Confirm one part of the sanction levied by the Board and reject the other sanction if the Board's determination was a sanction of both a fine and suspension.
7. Collection of Fine. Any fine imposed under this section is due and payable to the Strathmore Riverside Villas Condominium Association. It shall remain due and payable until fully satisfied and is collectible as a debt and receivable upon the sale or transfer of deed. The debt shall not be considered fully satisfied until the amount of the fine has been paid and the Unit Owner has demonstrated proof that he or she has brought himself or herself into compliance. SRV shall not provide consent for the sale and transfer of deed to any Unit subject to an unpaid and unsatisfied debt. . Until the debt is fully satisfied, the guests, invitees and tenants along with the Unit Owner shall forfeit all rights to use and enjoy any of the common elements and amenities of SRV including but not limited to the use of the Clubhouse, pool, attendance at social events and use of the marina.

E. DELINQUENT MONTHLY ASSESSMENTS AND NON-COMPLIANCE

1. Delinquency and Late Notice. Any Unit Owner who fails to pay the monthly assessment by the 10th of the month shall be considered delinquent. The Management Firm will send a Late Notice letter by first class mail to any Unit Owner who becomes delinquent requesting immediate payment. A copy of this letter will be placed in the Villa file.

2. Late Fee. Any Unit Owner who fails to become current in their account within thirty (30) days of their delinquency incurs a late fee of \$25.00 or 5% of each installment fee, (whichever is less) which will accrue each and every month that the account remains delinquent.
3. First Notice. The Management Firm will send a First Notice by first class letter to any Unit Owner who fails to bring their account current including all late fees within thirty (30) days of their delinquency. A copy of this notice will be placed in the Villa file.
4. Second Notice. If a Unit Owner becomes delinquent by more than two (2) months, the Management Firm will advise the Property Manager of this delinquency. Thereafter the Property Manager will send a letter by certified mail to the delinquent Unit Owner advising the matter will be referred to SRV attorneys if the total account including all arrearages is not paid within fifteen (15) days of the date of the receipt of the letter and that SRV will seek reimbursement for all attorney fees if formal collection efforts ensue. The letter will also advise the Unit Owner that all subsequent communication regarding the delinquent account will be with the attorney and not the Office Manager or the Property Manager.
5. Suspension for Delinquent Accounts and Violation Non-Compliance. If a Unit Owner becomes more than Ninety (90) days delinquent in paying any fee, fine or other monetary obligation to SRV, the Board may suspend the rights of the Unit Owner, occupant, licensee or invitee to use the common elements, common facilities, or any other SRV property until the Unit Owner's delinquency is paid in full. A suspension does not apply to the limited common elements intended to be used by only that unit, common elements needed to access the unit, utility service provided to the unit or parking spaces.

SECTION XIII MISC.

A. Signs.

1. No signs of any type shall be maintained, kept or permitted on any part of the common elements, or in or on any Unit where they may be viewed from the common elements, except for those signs specifically approved in writing by the Board of Directors. Replacement of street and villa numbers on the villa is the responsibility of the Association.
2. A temporary "OPEN HOUSE" sign may be exhibited daily by a listing Realtor or owner on Fridays, Saturdays, Sundays or public holidays under the conditions listed below. On the appropriate Thursday of the month, Realtors may also exhibit an Open House sign for realtor open house caravan tours.
 - a. One (1) sign may be placed on the lawn in front of the Unit for sale, and three (3) directional sign may be used where needed.

- b. Such signs shall be removed no later than the close of the hours advertised and authorized for the open house.
- c. Signs must be of solid construction: metal, wood or plastic and in good repair.
- d. No other signs, balloons, ribbons, or other attention-getting devices (with the exception of directional arrows on Open House Day) shall be placed on Condominium property.
- e. Signs not meeting the provisions of this rule may be removed and held by the SRV office. Such signs shall be returned after the Realtor/Owner has been advised of the violation and indicates he/she will adhere to the rules. Further violation WILL result in the Realtor losing the privilege of placing signs on the Condominium grounds.

3. Permit signs are permitted while work is being performed by a vendor.

B. Estate Sales are permitted by vendors and/or representatives of the estate under the following conditions:

- 1. A written request to hold an estate sale must be provided to the SRV Office for approval by the Safety & Security Committee or the Property Manager. A non-refundable check for \$100.00 payable to Strathmore Riverside Villas is required. Request should be submitted to the SRV Office seven (7) days in advance of the sale date.
- 2. Supply the SRV office with a Certificate of Insurance with a minimum of \$500,000 bodily injury and property damage and coverage for workers compensation.
- 3. A refundable security deposit in the form of a cashier's check for \$500.00 payable to Cash or Strathmore Riverside Villas. The deposit is refundable, less any expenses incurred by Strathmore Riverside Villas, the first business day after the event provided the following is adhered to:

- a. No damage to Strathmore Riverside Villas.

- b. At least one (1) security officer, hired by the vendor or representative of the estate, is actively controlling traffic during the hours of the sale to ensure that cars are parked in designated parking spaces. No cars to be parked on the roads within Strathmore Riverside Villas.

4. Estate sale sign are permitted. One (1) on the property and three (3) directional signs as needed.

C. Carport Sales: NO carport sales will be permitted within Strathmore Riverside Villas.

D. No soliciting of any nature is permitted on Condominium property. Non-residents doing so are trespassing and may be involved in criminal activity or mischief. Personal door-to-door canvassing is not permitted. Residents should call the Sheriff non-emergency number to

report any solicitation, trespassing, criminal activity or mischief. This rule does not apply to SRV residents who volunteer to canvas for SRV business.

- E.** Any time a **suspicious person(s) or incident**, such as, break-in, robbery, assault, shooting, fire, accident, etc. is noticed, immediately call 911, and then advise the SRV office.
- F.** Motions that are presented at the monthly Board of Directors meetings will be printed in the monthly News and Views.
- G.** The SRV Secretary will initiate the process to update the SRV Rules and Regulations annually in October.
- H.** Everyone should wear appropriate attire throughout the community.
- I.** Residents and guests must walk facing traffic, bike with traffic, and carry a flashlight at night. FL statute 316.130 states when walking where there are no sidewalks you are to walk on the left facing traffic.
- J.** A resident Suggestion Box is mounted on the wall outside the Office Manager's office. Suggestions are welcome.