



VILLA ROSA HOMEOWNERS ASSOCIATION, INC.
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VILLA ROSA HOMEOWNER'S ASSOCIATION RULES & REGULATIONS

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INTRODUCTIONS & GENERAL REGULATIONS

These new updates to the current Villa Rosa Homeowner Rules and Regulations were approved at the Board Meeting on March 13, 2013 and are effective immediately.

This guide is designed to answer most common questions and concerns that you may have as a resident of Villa Rosa Homeowner's Association Inc.

1. All units shall be used solely for residential purposes. No unit whether owned or leased, or any unit property may be used to conduct any trade business, the conduct of which would require the license or certification from any Municipal, County, State or Federal agency or licensing authority. The association maintains a Management office to provide the necessary services of the community.
2. All residents and their guests shall exercise extreme care to minimize noise in connection with the use of musical instruments, radios, television sets, amplifiers or other such units. No musical instruments will be played and no stereo, radio, television set or other loud speaker will be allowed to be operated or played in any unit if the same is loud enough to disturb or annoy occupants of other units.
3. Owners are responsible for any damages or defacing which they, their lessees, contractors, pets, or guest may cause to the property.
4. No solicitation is permitted throughout the property. Only the Board of Directors and Management Office are permitted internal postings.
5. For all services, you must use licensed contractors and any debris in the common areas must be cleanup before they leave or you will be charged for cleanup to common areas.
6. "For Sale" and "For Rent" or similar signs are not permitted in windows or anywhere on the property except as permitted by the By-Laws and Covenants.
7. If a resident is to be absent for any extended period, defined as two week or longer, they must notify the manager of department, return dates, and register the name of the party who will be responsible for their unit and vehicle, if applicable in their absence.
8. Only personal checks, money orders or traveler's checks will be accepted as payment for any transaction. The manager may deny personal checks and can demand certified checks or money orders if warranted and approved by the Board of Directors.
9. All units and community property must be used for legal activities only. No illegal activity will be permitted.

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10. Guests must be fully informed of all rules, particular, those pertaining to the pool, noise and common areas. Guest should be made aware of the Rules & Regulations by their host(s). Host must be always present with guest at all common areas. Copies are available from the management office if yours are not available.
 11. Owners and/or residents are fully responsible for the conduct of their guests and any contractors engaged to enter the property.
 12. No exterior radio, television, or cable television aerial, antenna or satellite dish shall be permitted within any area of the building without Architectural Change Request form and obtain Board of Directors approval prior to installing a satellite dish or antenna.
 13. If the owner or resident is not in residence, prior to arrival of any guest(s), the owner or resident must submit in writing to the management office, either by U.S. mail, or email, they have granted the right of admission, the names and addresses of their guests, make, year and license number of any vehicles, their tentative length of stay and any such information as may be required by the Board of Directors.
 14. If guests continue to violate these guidelines, after adequate warnings, the owner or resident will be requested by the Board of Directors to terminate the guest's stay.
 15. No feeding of stray animals of any kind and ducks.
 16. As there is no "Life Guard on Duty", all swimming is at your own risk. No diving, jumping and running is permitted while at the pool.
 17. The Pool Gate must be closed and locked at all times.
 18. No cigarette butts are to be disposed of on the grounds anywhere on the property.
 19. No hurricane shutters are to remain on homes when there is no threat of storm is present and need to be stored out of sight.
 20. Any owner or resident may call attention to infractions of the rules and regulations to the party violating the rule, to the Management Office, at a Board meeting, or in writing to the Board of Directors.
 21. Only domesticated household pets (dog, cat, bird, and fished) are allowed. Maximum number of pets allowed per unit is two (2). Owners and tenants may not have dogs or cats outside. Animals of any type are not allowed to be left unattended and to roam the grounds freely.
 22. Pets that are determined to be a nuisance shall be dealt with as association rules states. Pets are privileges and not a right.

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23. Owners, tenants and residents are prohibited from using incinerating devices which includes but not limited to BBQ grills, cooking devices, or outdoor fire pits on the balcony of any unit and may be stored on the balcony areas. All such devices will be stored in the garage unit when not in use.
 24. Balconies and Patios - No owner or occupant of the unit shall use the balcony or patios for the drying of laundry, bathing suits, towels, clothing, or bedding, or that airing of same or for storage purposes.

MAINTENANCE PAYMENTS

The monthly maintenance payment is due on the first of the month. A \$25.00 late fee will be assessed on the 15th of the month for payments not received. Contact the management company for the current amount.

Checks are payable to the Villa Rosa Homeowners Association Inc., and should be mailed to:

**Truist Bank
P.O. Box 628207
Orlando, Florida
32862-8207**

You can also pay online : Truist.com/payments .Be sure your lot number is noted in the memo portion of your checks to ensure proper credit of your payment. No cash is accepted for the payment of monthly maintenance fees. Delinquent or past due accounts will be turned over to the association's attorney for further collection action up to and including lien and foreclosure. The association will pursue any and all options available under the law. The owner will be responsible for all attorney fees related to the collection of payments due to the association.

NOISE & DISTURBANCES

1. No owner or tenant may cause or permit any disturbing noises on the property, whether made by the occupant, the occupant's family, friends, or guests, no do or permit anything to be done by such persons that would interfere with the rights, comforts, or annoy the occupants of any other unit. All parties shall lower the volume on any musical instrument, phonograph, radio, or television set in their unit, on or about the property between the hours of 11:00 p.m. and the following 8:00 a.m.
2. Any tenant requiring the police to come to the property will give cause for the owner of the property will be put on notice by the association. After the 3rd notice to the owner of the police having been called will result in tenant eviction with legal expenses the responsibility of the owner.
3. No immoral, improper, offensive, or unlawful used shall be made of Villa Rosa property, and all valid laws, zoning, ordinances and regulations of all government bodies having jurisdiction shall be observed by unit owners, guests, tenants, or occupants of Units. No person in a unit or on the common areas of the common property shall engage in loud, boisterous, disorderly, profane, indecent, immoral, or unlawful conduct.

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4. No owner or tenant shall not do or keep, and shall not allow anything to be done or kept in the unit or within the limited common elements appurtenant to the unit that will increase the insurance rates on the unit, or any other unit, the common elements, the limited common elements, or which will obstruct or interfere with the rights of other unit owners or tenants by unreasonable noises, odors, or allow infestation of insect from pets and unsanitary conditions.
 5. No individual shall play in parking areas, on any common or limited common property such as roadways and sidewalks. An adult must accompany any children under the age of 16 years at all times.

GUESTS

1. Any guest who stay overnight in a unit more than 72 hours consecutive must register with the association for approval and parking permit that must be displayed on the driver side front dashboard.
2. Any additional time must be approved by the Board of Directors and will be given on a week-by-week basis, with a maximum time of 14 days and after which an application and formation screening must be completed. If circumstances warrant such as health, further time may be allowed with permission from the Board of Directors and only on a case-by-case basis with a periodic review.
3. A copy of a current lease or addendum to a lease must be file with the association at all times. It is the responsibility of the unit owner to provide the required documentation in a timely manner.
4. Entry to the property must be gain by telephoning the resident from the directory. There will no longer be a code that can be punched in to open the gate automatically to help keep Villa Rosa secure. Residents and guests are instructed not to let anyone in the gate unless they know them personally.

PARKING

Safety for everyone is the uppermost of importance in Villa Rosa. Emergency vehicles must have complete access to the facility. This requires that the roadways are clear, vehicles are parked on in designed approved spaces, and visibility and travel unimpeded. The fire hydrants on the property can never be blocked.

For security reasons, Villa Rosa needs to know of any vehicle that is not owned by an owner/tenant. Any vehicle not registered is subject to towing at the vehicle owner's expense.

1. Owners and Tenants are required to use the designated parking spots to their unit- the driveway and garage.

2. Owners and Tenants must see to that all vehicles are registered with the Villa Rosa HOA. The make, model, color, license number, copy of driver's license, vehicle registration and proof of insurance must be on file with the association. Vehicle bar codes stickers will be provided to owners and tenants. The bar code stickers must be displayed in the right rear window behind the passenger's side of the vehicle. Vehicles not registered with the HOA are subject to fines and towing at vehicle owner expense. Should an Owner or Tenant own more than two (2) vehicles, all additional vehicles shall be kept outside the community property and common areas.
3. Any agreement between an owner, and another owner, or tenant, permitting parking in their driveway must be in writing, and must be filed with and approved by the Board of Directors. Failure to comply could result in a vehicle being towed.
4. No owner or tenant shall store or leave boats, commercial vehicles, trailers, mobile homes, recreational vehicles and the like on the property. Commercial vehicles are permitted in the community as necessary to effectuate deliveries only.
5. Owners and Residents will provide their guest with a pass parking that must be placed on the rear view mirror of the guest vehicle staying overnight for up to 72 hours.
6. Limited street parking is available for parking by guests on a first come basis. Parking is never allowed on the street, sidewalk, curve, grass areas or in a fire zone. Failure to comply could result in a vehicle being towed immediately without warning.
7. All cars parked illegally will be towed at owner's expense. Parking regulations will be enforced 24 hours a day. The towing company will randomly monitor and tow illegally parked vehicles.
8. **Each owner is provided one guest pass. If you need to replace a guest pass the cost is \$25.00. Guest passes are not to be used on your own vehicles or for a period that exceeds 72 hours on a guest pass.**

If you are going to have guests and their vehicle parked for more than 72 hours you must contact the management to make appropriate arrangements for a longer-term pass.

VEHICULE REPAIRS AND MAINTENANCE

1. Residents are allowed to wash their vehicles on the property but no other types of maintenance is allowed on the property except emergency items such as flat tires and dealing with a dead battery.
2. Any derelict vehicles left in the parking areas longer than (3) three days shall be towed, and any costs incurred shall be at the owner's expense.

TRASH AND OTHER REFUSE REMOVAL/HAZARD WASTE

Villa Rosa HOA has very strict hazardous waste rules. Anyone disposing of motor oils, chemicals, or any other type of hazardous waste within the community faces potential fines. The Department of Environment Protection and Fire Department is responsible for enforcement of the law and they will not tolerate any violations (i.e. paint, oil, computers, etc.). They will fine the association and we will pass it on to the violator. If you see a violation taking place, report it to a board member immediately.

1. Residents shall regularly pick up all garbage, trash, recycling items, refuse or rubbish at their unit.
2. Garbage, trash and recycle containers can be placed in front of the unit after 5:00 p.m. on the day before collection. Tuesdays and Thursdays are trash pickup days for Waste Management. Recycling materials are collected on Thursday only.
3. Trash and recycle containers are to be removed from the front of the unit before the end of the day on collection days.
4. All garbage, trash and recycle containers are to be stored inside of the unit garage.
5. Roadways cannot be blocked with vehicles or trash cans on trash pickup days.

REPAIRS

The maintenance and repair of all facilities, structural parts, equipment and appliances within each unit, including interior doors, windows, walls, air conditioners, heaters, hot water tank, drains, and plumbing fixtures are the personal property of the owner. Any emergency that may require the Association to enter a unit for repairs and incur a cost will be paid by the unit's owner.

EXTERIOR & CHANGES TO UNIT EXTERIOR

All owners must complete an Architectural Request Change Form and obtain Board of Director approval before making any alteration to the exterior of their unit.

The Board of Directors must be informed of planned changes to permit any changes to the exterior.

The application is a simple process. Please inform our representative at the management office in writing what changes you want to make. Forms are available through the management office. All necessary permits required by the City of Riviera Beach must be obtained prior to making alteration to the exterior.

Owners, tenants and residents are prohibited from using incinerating devices which include but not limited to BBQ grills, cooking devices, or outdoor fire pits on the balcony of any unit and may be stored on the balcony. All such devices will be stored in the garage unit when not in use.

BALCONIES AND PATIOS

No owner or occupant of the unit shall use the balcony or patio for the housing of pets, drying of laundry, bathing suits, towels, clothing, or bedding, or that airing of same or for storage purposes.

AIR CONDITIONING UNITS AND REFLECTIVE MATERIALS

No air conditioning units may be mounted through windows or walls. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance or other materials (except standard window treatments) placed on any glass except as approved by the ACC for energy conversation purposes. Any "solar" film placed upon windows shall be non-reflective and either smoke or bronze in color.

Please understand that the board has considerable authority and responsibility to control the appearance of the community. If an owner makes an alteration to the exterior of the unit that is not approved by the board, the board has the power to have alteration removed at the expense of the owner and shall remove the alteration unless the alteration is subsequently approved by the board.

PLUMBING

Toilets and other plumbing shall not be used for any purpose other than those for which they were constructed, and no rags, rubbish, or other foreign substances shall be thrown therein. Total costs of all maintenance, repairs, and replacements connected with any such misuse shall be paid by the owner upon demand by the Board of Directors of the Association.

ADVERTISEMENT AND SIGNS

No signs, advertisement, or other lettering except street numbers in front of unit or "For Sale" and "For Rent" or similar signs are not permitted to be displayed, exhibited, inscribed, painted or affixed upon any part of the property except as permitted by the By-Laws and Covenants.

PETS

1. The only pets allowed are common household domestic pets. Maximum number of pets allowed per unit is two (2).
2. All pets must be carried or kept on a lease outside the unit as required under association rules, state and local ordinances and statutes.
3. No pets are allowed within the fenced area by the pool, recreation areas and playground parks.
4. No commercial breeding of pets is allowed.
5. Residents shall immediately pick up and remove any solid animal waste deposited by their pet.
6. All pets are to be housed inside the unit and not on the balcony, patio, and/or outside areas.

RENTAL

1. No owner may sell or lease a unit without submitting an application by the proposed buyer, or lessee. All applications must be approved by the Board of Directors. A current lease must always be on file with Villa Rosa management office. Please update leases every 6 months or as required.
2. A check or money order in the amount \$68.00 for processing fees, \$76.00 application fee per person and \$1000.00 security deposit that must accompany each individual application for the sale, lease, or the transfer of a unit before the same can be processed. This process can take up to a maximum of 30 days for rental and sales applications. All residents and prospective tenants will be given a copy of this guide and will be expected to be familiar with all of the rules and regulations contained herein.
3. Upon notice of approval by the Board of Directors, a unit may be rented, provided that occupancy is only by the name's lessee or lessees. No leases shall be permitted in the name of a corporation or fictitious name. All residents of a unit must be named on the lease. If new people enter at a later date, the lease must be updated to show changes and application fees and approval. The Board has the right to accept or reject the application of buyers or lessees for reasons appropriate to the overall welfare of Villa Rosa Homeowner's Association. No one may move into the property until all paperwork is complete.
4. The leasing of a unit shall not release or discharge the owner(s) from compliance with the Rules & regulations or from any of their other responsibilities as a unit owner.
5. No unit, or part thereof shall be permitted to be used as a hotel room, transient apartment, and/or any other purpose whatsoever, except as the personal resident of the owner or his duly authorized tenant/s.

SALES

When an owner is going to sell his/her unit the association must be notified in writing in a timely manner. The association will have determined at the time if there are any noncompliant issues and notify the owner within fourteen (14) days of receipt of notice of sale. Any noncompliant issues must be corrected prior to the issuance of a Certificate of Approval for the new buyer.

DIGGING/DRIVING STAKES INTO THE GROUND

All utilities (electric, telephone, cable) as well as irrigation lines are underground on our property. When digging or driving stakes into the ground, you may damage these lines or injure yourself.

The requirements of state, local and federal law regarding utilities must be met by all owners and tenants, along with the requirements of the utility itself. Any damages to utility or irrigation lines by unit owners or tenants will be paid for by the responsible owner or owners.

ANTENNAS AND SATELLITES

No exterior radio, television, or cable television aerial, antenna or satellite dish shall be permitted within any area of the building without submitting Architectural Approval Request form and obtain Board of Directors approval prior to installing a satellite dish or antenna to prevent damage to the walls, roofs, or any common element.

The following rules have been adopted by the Board regarding the installation of satellite dishes and antennas:

1. They must conform to FCC standards, i.e., dishes may not be greater than 1 meter in diameter.
2. They must be installed by licensed and insured contractors and must be securely fastened down so that they will not blow loose.
3. They must be installed in accordance with and subject to all local authorities and permit requirements.
4. In order to preserve the aesthetic integrity of the complex, they must be installed as unobtrusively and inconspicuously as possible. Equipment may be installed on balconies close to the center.
5. Equipment may never be installed on the building front walls, or the roof areas.
6. If the limited common element is damaged when the equipment is installed or removed, the Association will have recourse against the owner.
7. The unit owner assumes liability for any and all damage and injuries caused by a satellite dish during or after the installation by the unit owner.

POOL

The following Rules and Regulations apply to the use of the swimming pool facility located upon the property.

1. The pool may be used from Dusk to Dawn only.
2. Entry to the pool area is gained by using a key fob. No owner, resident, tenant or guest should do anything to manipulate the gate or jump over the fence for access.
3. Any damage caused in the pool or to the gate from improper access will be billed to the unit owner.
4. The pool is to be used only by residents and their guests. As there is NO lifeguard provided, any use is at your own risk.
5. Children under the age of 18 years must be accompanied by the owner at all times.
6. No diving will be permitted.

7. Children wearing diapers are not allowed in the pool for health and safety reasons.
8. Skin-diving gear, flippers and scuba tanks are not permitted.
9. All persons will shower before entering the pool.
10. Any person(s) with a communicable skin rash, skin condition, or communicable disease shall be excluded from using the pool.
11. No pets are permitted in the pool or pool area. No exceptions.
12. All glassware is prohibited in the pool area.
13. No running, bouncing balls or playing games, bicycles, tricycles, or boisterous activities shall be allowed in or about the swimming pool facilities.
14. Only music provided by individual headphones, will be allowed. No radios, boom boxes, or stereos blaring from a unit will be allowed. Sound carries from the pool area, and ALL owners have a right to quiet enjoyment of their units.
15. Any flotation devices left at the pool area will be removed and disposed of.
16. Upon leaving the pool area, take all trash with you and dispose of in trash cans located near the pool area.
17. Make sure the gates are closed and properly latched at all times.
18. Problems with the pool or restroom facilities should be reported immediately to the Management office promptly.

LANDSCAPE MAINTENANCE AND PLANTING

Lawns are mowed and hedges trimmed in accessible area throughout the property by a Lawn Service Company on a regular basis. This includes all common/open areas. Trees and Palms trimmings are generally trimmed once a year. No artificial grass, plant or other artificial vegetation is allowed.

RIGHT OF APPEAL

Appeals to fines resulting from a Violation notice, or a Legal action, must be received in writing by the Board of Directors within 15 days of the written notice to the unit owner. Once an appeal is received, the Board will schedule a hearing to review the matter with the unit owner. No further legal action will take place pending the outcome of the appeal. If the Board does not schedule a meeting, as required, the matter may be considered dropped. The Board's decision on the appeal is final. **If the Appeal is rejected, the violation notice becomes effective, retroactively, to three days after the original written notification to the unit owner.**

BREACH OF THE RULES

Any breach of the aforesaid Rules and Regulations now in effect or as hereafter amended shall entitle the Association to the same relief it would be entitle to under Section 718.303 Florida Statutes, in the event of a breach of provision of the Declaration of Condominium.

Section 718.303, Florida Statutes: pertains to obligation of owners, waiver, Levy of fine against unit by association. Each unit owner, each tenant and other invitee, and association shall be governed by, and shall comply with the provisions of, this chapter, the declaration, the documents creating the association, and the association bylaws and the provisions thereof shall be deemed expressly incorporated into any lease of a unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the association or by a unit owner.

The undersigned, Board of Directors **Rick Taylor; Johnny Wilson and Brian Kring** of the Villa Rosa Homeowner's Association Inc., hereby certifies the above Rules and Regulations are in full force and effect as of this 13th day of March, 2014, that a copy of same is being maintained on the property, and a copy has been furnished to all Unit owners via personal delivery or by the U.S. Mail.

Declarations of Covenants, Conditions, and Restrictions- Article IV, Section 1 (f): The right of the Association to charge reasonable fees for the use of designated facilities on the Common Area.

Resolution Date- April 14, 2016

Effective Date: June 7, 2016

All **White** barcodes numbered 1000-1400 and all **Red** barcodes numbered 2000-2500 will be deleted if the office has not received notification not to delete the specific barcode numbers assigned to the owners/tenant. There is no charge for white barcodes to remain activated. There will be a charge of \$25.00 to re-activate any white or red barcode de-activated.

Call Box

- All Owners will have their name(s) entered in the call box free of charge. If the owners' name is not in the gate with a specific number (personal cell phone number) which the owner answers then no additional names will be entered into the call box.
- Owners must have leases approved for a period of not less than 6 months in order to receive bar codes and call box gate entries for their tenants. Tenants will be financially responsible for remitting all rent payments to the unit owner.
- No unit shall have more than 2 names in the call box which one must be the owner. A \$25.00 fee will be charge for a second name and one additional name may be entered for a fee of \$100.00.
- In order to have your name in the call box, you must be either an Owner or Lessee with an approved lease thru Villa Rosa Homeowner's Association Board of Directors.
- All Realtor's/Agent(s), Power of Attorneys and Management Contract Agents must use the Realtor's Code for ingress to the property.
- Owners/Tenants are responsible for their own guest ingress to Villa Rosa community via the call box system.

Barcodes & Guest Passes

- No longer will barcodes be issued for motorcycle riders or recreational vehicles. They must use the call box for ingress to the community
- All properly completed Barcode applications submitted must include a copy of a valid driver license, current vehicle registration and insurance. Gate applications are due into the office, no later than by 10:00 am on Friday.
- Owners will receive white barcodes, tenants will receive red bar codes and each owner will receive a red guest hang down pass (72 hours maximum stay) for the lifetime of the unit ownership. A \$100.00 fee is required for lost a guest pass.
- No more than 2 barcodes are issued for 2 bedrooms per unit; and 3 barcodes for a 3 bedrooms unit. A \$50.00 fee will be charge for any replacement due to damage or acquiring a new vehicle.
- Barcode fees will be the following: First- \$50.00; Second- \$50.00; Third- \$100.00; Fourth- \$200.00 during a 12 month period.
- All vehicles parked in Villa Rosa Homeowner's community after 12:00 midnight must have either a white/red barcode or guest pass affixed to their vehicle to avoid being towed.
- Realtor's, Power of Attorneys and Management Contract Agents will not be assigned barcodes for ingress to the community.

Barcodes will be affixed to approve vehicles during normal business office hours 8am-12 pm; Tuesday between the hours of 6pm-8pm and Saturday from 6pm-8pm only. Any other hours will require a \$25.00 fee.