

**VENETIAN PARK ESTATES, INC.
RULES & REGULATIONS**

1.3 “~~Bona Fide Live-in~~ Caregiver” means a person engaged to provide medically necessary care to a Unit Owner who, due to health reasons, is unable to independently maintain occupancy of the dwelling unit. ~~for health reasons~~ (see RR Article 5.4: ~~Bona Fide Live-in~~ Caregivers).

1.23 “Pet” means a domesticated dog (dogs at VPE cannot exceed thirty [30] pounds in adult weight), a cat, small bird such as a canary or parakeet ~~a parakeet and~~ ~~or~~ fish. Service Animals, Emotional Support Animals and Exotic or wild Species such as parrots, alligators, snakes, arachnids, etc., are not included in this definition.

1.29 “Retirement Community” means Venetian Park Estates, Inc. is a community intended and operated as “housing for older persons” within the meaning of the Fair Housing Amendment Act of 1988, 42 U.S.C. Sections 3601, et seq., and Florida statutes. Occupancy of a dwelling unit shall not be permitted unless at least one person in such dwelling (not less than 80% of all dwelling units, as per Chapter 760, Florida Statutes FL State Statutes) shall be fifty-five years of age or older provided, however, all other occupants (excluding “guests”, and “Live-in bona fide caregivers” as defined herein) of the dwelling unit must be at least thirty-five (35) years of age. This designation has been granted by the State as the fifty (55) years of age and **older exemption**. (See BL Article 2.4 Housing for Older Persons; PL para. 15: Use of Premises and RR 5.1 and 5.2; Occupancy and Guests 5.3)

2.3 Unit Maintenance. With the exception of the installation of new Manufactured Homes, (where the Unit Owner chooses to remove and disengage his/her existing Manufactured Home from all established sewer and water lines), the CPVC water line from the main thru the brass ball valve shut off valve at the back of the house along with the lateral sewer lines to the cleanout from the 6” main **are corporate responsibility**. FPL and telecommunications companies ~~Comcast~~ are responsible for their lines servicing the Units. Otherwise, the Unit Owner shall be responsible for maintaining, repairing and replacing the entirety of everything within the boundaries of his or her Unit that serves only that Unit, including but not limited to, the Manufactured Home, all improvements located within and on the Manufactured Home and Unit, all ‘under-home’ plumbing, sewer and water lines, valves, backflow devices and meters serving only that Unit, all HVAC units, lines, cables, electrical boxes, meters and poles serving only that Unit, all sheds, screened-in rooms, carports, lanais, Planters, etc. (see RR Articles 2.15 Sewer Line Clogging, 2.16 Water Lines, 3.11: Potable Water System and 3.12: Sanitary Sewer System).

2.5 Modifications to the Unit, its Manufactured Home and/or Structure. The Unit Owner shall not change the color of the mobile home located on the premises, or substantially alter its outward appearance without first having obtained the approval thereof from the Directors. Construction of new structures or physical alterations,

**VENETIAN PARK ESTATES, INC.
RULES & REGULATIONS**

additions or improvements to any existing Manufactured Home and/or structure on the Unit shall not commence until the Unit Owner has submitted an official written request along with drawings and specifications to the Board (at the Office) and has obtained the Board's written approval prior to commencing any work. After its receipt of an Owner's letter with 'acceptable' drawings and specifications, the Board will take action in writing within 10 (ten) business days. No one resident shall submit a request on the behalf of any other resident without their prior written approval. In the event the work being requested may impact another resident / residence then both residents must submit their own work requests with their independent signatures. The Unit Owner(s) shall be solely responsible for obtaining any required building or other permits as well as proof of Insurance [Liability and Workman's Comp] from any hired contractors (see RR Article 3.7: Contractors). (see PL parag. 18: Alterations; RR Articles 2.14: Lattice & Removable Privacy Panels and 3.7: Contractors).

- a. **Window-type air conditioners.** Their use is allowed so long as the noise is not unusually loud, and the air conditioning unit is not visible from the street. The Board of Directors may grant written exceptions to this restriction for corner lots and other unique circumstances.

2.9 Poor Maintenance. Units not maintained or repaired year-round to the standards outlined here in the whole of RR Article 2, may be maintained or repaired by the Board after a written notice of the specific violation, ~~and reasonable~~ An opportunity to cure (not less than thirty [30] days) is provided to the Member by the Corporation. Failure to comply after due notice may put the Owner at risk of receiving a fine (see PL parag 22; RR Article 2.10: Corporation's Right to Remedy Lessee's Default and RR Article 14.8: Fines).

2.10 Corporation's Right to Remedy a Lessee's Members Default. If the Member ~~shall~~ fails for within thirty (30) days after notice to make repairs ~~or perform maintenance~~ to any part of the Unit ~~or the interior or exterior of the manufactured home situated thereon~~, its fixtures or equipment, or ~~shall~~ fails to remedy a condition which has become objectionable ~~to the Corporation, the Corporation, though not required,~~ may make such repairs or arrange for others to do the same or remove such objectionable condition or equipment or perform such act, without liability on the Corporation; ~~provided that, if~~ If the condition requires prompt action, notice of less than 30 days may be given or, in case of emergency, no notice need be given. In all such cases the Corporation, its agents, ~~servants~~ and ~~contr~~actors shall, as between the Corporation and Member, be ~~conclusively~~ deemed to be acting as agents of the Member and all contracts therefor made by the Corporation shall be so construed whether or not made in the name of the Member (see PL parag 22: Corporation's Right to Remedy Lessee's Default; RR Article 2.11: Compliance and RR Article 14.1: Violations).

**VENETIAN PARK ESTATES, INC.
RULES & REGULATIONS**

2.12 Storage at Unit.

- a. **Open Carport.** Storage on or in the open carports shall be limited to daily used items such as patio furniture and bicycles. Boats ~~No boats~~ or trailers ~~may are to~~ be stored in the carport area with written permission from the Board of Directors.

5.4 Bona Fide Live-in Caregivers. Unit Owners ~~must~~ may request from the Board a reasonable accommodation for a medically required live-in caregiver caretaker, prior to his or her arrival. Board approval will be contingent upon an interview and background check. The caregiver is not responsible for rent, and must leave the unit after the Owner ceases to reside in the unit. (see RR Article 1.3: ~~Bona Fide Live-In Caregivers~~).

6.1 Domesticated Pets such as a small dog, cat, small bird such as a canary or parakeet and fish parakeet or fish are allowed inside a unit. A resident may have one (1) 'small' dog (as defined herein) no more than 30 lbs. in weight, or up to three (3) cats reside in the mobile home. Cats must be confined inside the mobile home ~~at all times.~~ No dog shall be left alone ~~inside or~~ outside the house. Exotic species such as parrots, alligators, snakes, arachnids, etc., are not permitted. Permission for any other animals must be requested in writing and approved by the Board of Directors. Pet owners are ~~VENETIAN PARK ESTATES, INC. RULES & REGULATIONS Revised to January 15, 2020~~ responsible for obtaining and maintaining all licenses, permits, vaccinations, and inoculations for their Pet required ~~by any entity, including but not limited to~~, the State of Florida and County of Sarasota. Pet owners must clean up after their pets and properly dispose of feces. ~~6.2 Pets outside the home. All Pets must be attended and leashed at all time.~~

6.7 Guests with a dog shall be allowed to bring their dog for the time they stay at VPE as a guest. Only one (1) 'guest dog' is permitted in the mobile home at a time. **All Owners are required to register both their guests and Pets at the office.** Guests must present a photo I.D. at registration. **Guests' dogs are not to be left alone outside of at the house** and must be leashed and attended when outside (see RR Article 5.3 *Guests re: timeframe for Guests* and RR Article 6.1: *Domesticated Pets*).

7.7 Unauthorized Parking. The parking ~~of any~~ of the following belonging to Members ~~and/or~~ their guests and visitors ~~visitors anywhere in the park is strictly~~ prohibited: commercial ~~v~~ehicles or equipment, recreational ~~v~~ehicles (RV's), boats and other watercraft, trailers, campers, go-carts, ~~stored Vehicles or~~ unlicensed, non-operable, unregistered ~~or uninsured not insured v~~ehicles. The Park Storage Area is an exception based on Board approval. Sleeping in RV / Camping is prohibited on

**VENETIAN PARK ESTATES, INC.
RULES & REGULATIONS**

VPE property at all times. ~~However,~~ Members with RV's may request permission in writing from the Board to park their RV in the grass south of the Clubhouse main entrance for ~~a limited time (1-2 days max) only for~~ packing and preparation for travel. ~~Failure to remove RV the Motorized Vehicle after 2 (two) days, receiving a written notice from the Board shall cause the Motorized Vehicle RV will to be towed or removed at the Vehicle owner's expense. The fee for towing or removal shall be paid to the towing company. (See also RR Articles 2.20: Unauthorized Vehicles; 7.14: Towing; 13.2: Maintenance Area Storage Guidelines and FL Statute 715.07 on Towing).~~

7.11 Clubhouse Guest Parking Stalls. Parking stalls located to the east ~~and south~~ of the swimming pool area shall be available for overnight guests and for Unit Member's with no space in their carports. Each Unit Member's carport must be used first before parking overnight at the Clubhouse ~~or at a neighbor's carport.~~ Each unit will be issued one guest parking pass. The pass must be visibly displayed inside the guest vehicle while parked on the property.

7.12 Clubhouse OverFlow Parking on the grass is permitted between the Clubhouse ~~Facility~~ and Federal Hwy. 41 and south of the Clubhouse ~~Facility~~ during the limited time of an event at the Clubhouse. All other parking needs must receive permission from an Officer of the Board of Directors.

8.1 Trash and Recycling Containers Placement & Timing. All trash and recycling must be stored in trash and recycling containers from the vendor and placed facing the street at least 4 (four) feet apart, garbage and Refuse must be placed in tightly secured plastic bags or stored in tightfitting lid garbage cans and placed next to the street no earlier than the day before trash pickup. Plant material no longer than 4 (four) feet may be placed in other containers or placed next to the road. Trash and recycling containers shall be removed promptly, along with any debris, after collection.

- a. **No Burning** of trash, leaves or refuse material is permitted in the park.
- b. **No Dumping.** No one shall dump refuse, trash or waste materials in any area of the park.
- c. **No Open Fires**

10.4 Transfer of membership and Purchase-Assignment of Lease. The Transfer or approval of a Membership and the purchase-assignment of Lease is contingent on the Seller submitting copy of the sales agreement to the office and successful

**VENETIAN PARK ESTATES, INC.
RULES & REGULATIONS**

completion of an interview and background check. ~~The buyer may~~ Should any approved person desire to secure ~~the a~~ a membership in the Corporation and enter into a Proprietary Lease for the property upon which a Residence is situated, said person may secure such Membership, and purchase a assignment of Lease on the terms and conditions established ~~from time to time~~ by the Board. Seller is to provide Buyer the Units official document binder. Seller shall pay for binder replacement as needed.

11.2 Excessive Noise. Members, Residents, Occupants, Tenants and Guests shall not play any radios, television sets, stereos, record players, blue tooth speakers, computers, musical instruments, etc. in a loud manner so as to create a disturbance to neighbors or make any excessive noise at any time to annoy other residents of the park. Pet owners are responsible for ensuring their pets do not create excessive or disruptive noise. Owners are encouraged to call Law Enforcement for noise nuisance.

12.3 Members shall be liable for the payment of rent and assessments for upkeep and maintenance of the corporate property (monthly maintenance fee), including, but not limited to, mortgage payments, maintenance taxes, insurance, repairs betterments, and utilities, and the salaries of the manager and other employees and other operating costs and operating items. Payment of maintenance assessments is preferred via ACH. Checks are accepted for six or twelve months, or any other method allowed by Florida law. (see Florida Statute 719.108 and PL parag. 2B&C).

13.4 Leasing Fees (Storage) will be charged by the Corporation based on board approved leasing schedule at twenty-five dollars (\$25) per month, payable on the first of the month at the Office. Failure to remit payment in a timely manner may put your storage space at risk. A Member's space will be retained only as long as rental fees are up to date. Renters may be eligible for storage only while they are actively renting (see also RR Articles 13.9: Member/Renter Time Requirement; 13.12: Wait List; & 13.13: Continuity).

14.1 Violations. In the event of a violation (other than the non-payment of an assessment) by a Member or Occupant of a Unit of any of the provisions of these Rules and Regulations, Bylaws, the Proprietary Lease or the ~~AoI, the~~ Articles of Inc Corporation (AOI), by direction of its Board of Directors, shall notify the Member of said breach by written notice, transmitted to the Member at their his/her/its unit by certified mail. If such violation shall continue for a period of thirty (30) days from the date of mailing of the notice, the ~~Park Board shall have~~ has the right to treat such violation as an intentional, material breach of the Rules and Regulations, Bylaws, the Proprietary Lease or the AoI and the ~~Park Board shall then, at its option, will~~ have the following elections solutions: (See also BL Articles 11.1—Violations and 11.5—Fines, RR Article 2.4: Unit Compliance, RR Article 2.10: Corporation's Right to Remedy a Lessee's Default, RR Article 2.11: Compliance, and RR Article 2.19 Damage to Cooperative Property).