

Sarasota Village Gardens

RULES & REGULATIONS

Welcome! The Community of Sarasota Village Gardens hopes you will be happy in your new home. As shareholders of a corporation, members of Sarasota Village Gardens Condominium Association have two (2) primary responsibilities:

- The care and maintenance of the Unit you've purchased.**
- To ensure the success of the Association, which includes a healthy and vital concept of community.**

To maintain the quality of life that accompanies a well-maintained residential community, each member must do his or her part. The success of our Association depends on how well each member abides by the Rules & Regulations, gives continuity to the community, preserves architectural integrity, promotes the community concept, and protects our property values.

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OCCUPANCY & UNIT USE

- **Units in Village Gardens shall be used for residential purposes only. Business uses are prohibited, except that an occupant may have a home office as provided in Article 10.2 of the Declaration.**
- **Permanent occupancy shall not exceed two (2) persons per bedroom. The total maximum occupancy when temporary guests are visiting shall be six (6) people per Unit as provided in Article 10.3 of the Declaration.**
- **A temporary guest shall be defined as an individual gratuitously residing in a Unit at the request of an occupant for not more than fourteen (14) consecutive days or more than a total of forty-five (45) days in a calendar year as provided in Article 10.3 of the Declaration.**
- **A Tenant is defined as any individual that pays consideration for the lease of a Unit and any individual (including family members whose names are not on the Unit deed) or who reside gratuitously in a Unit for more than thirty (30) consecutive days or a total of forty-five (45) days in a calendar year and must be approved for occupancy as provided in Articles 10.3 and 11 of the Declaration. See also Leasing of Units.**
- **All Unit Owners, guests, and tenants are required to register their vehicles at the Association office, within twenty-four (24) hours of arrival.**
- **All Unit Owners are required to inform the Association office of any change of address, telephone numbers, emergency contacts, etc. so that the Association may maintain an accurate Unit Owner roster as mandated by the state of Florida.**

OCCUPANCY & UNIT USE CONT'D

- **Unit owners may not make any structural additions or alterations to the exterior or interior of a Unit (except to erect or remove non-support interior partitions that are wholly within a Unit) without prior approval of the Association. Additionally, no changes or modifications shall be made to the lanai enclosures, outdoor patios, walkways, hurricane shutters, windows, window screens, front porch covering, and front storm doors without the prior written consent of the Board.**
- **Unit owners shall maintain, repair and replace everything within the confines of their Unit, (including windows, screens, lanai screening and glass, and exterior doors) which are not part of the common elements of the Condominium Declaration. See Article 5.2 of the Declaration.**
- **Occupants shall not suffer, permit or maintain in their premises loud noises, or obnoxious odors or malicious behavior which would interfere with the rights of others.**
- **Units must be free of unsightly clutter (such as boxes, garbage, hanging clothes, excess furniture, equipment, and large items) on lanais, in windows or doors, the front porch, and Unit parking spaces and driveways.**
- **Electric machines or apparatuses that create interference shall not be used or maintained in any of the units.**
- **Units that have fireplaces must have the flue inspected yearly and shall provide the Association with inspection documentation. Fireplaces are not to be used to cook or grill food. Fire logs and wood are permitted. The burning of trash or paper is prohibited. Firewood must be free of insects and stored behind a Unit out of sight.**
- **Unit Owners may hold a single estate or moving sale (no garage sales, please) within the Unit but not on the carport, entryway area or on any portion of the Common Elements. All such activity must be approved by the Board. Sales are permitted for no more than two (2) days and between the hours of 9 AM & 4 PM. No signs are permitted on the common elements. Unit Owner holding the estate or moving sale shall be responsible for ensuring parking compliance and any shuttling to and from the Clubhouse parking lot.**

LEASING OF UNITS

- **At least 20 days prior to the lease of a Unit, a Unit Owner shall submit a proposed lease application, along with a check for \$100.00 for each applicant made payable to Sarasota Village Gardens Condominium Association, Inc. An applicant is defined as: 1) each single adult, 2) a married couple, and 3) parents and minor dependents. See the Lease/Purchase Application and Owner/Tenant Criteria in Appendix A to these Rules & Regulations.**
- **No Tenant shall occupy a Unit prior to approval from the Board of Directors. A lease application will be automatically withdrawn if the prospective Tenant occupies the Unit prior to receiving written approval by the Board of Directors.**
- **The Association has the right to take whatever legal action against a Unit Owner that may be necessary to force compliance of violations regarding leasing of Units and Tenant compliance. The Unit Owner will be liable for all expenses incurred including, but not limited to, attorney's fees and fines.**
- **A sublease or a lease of less than an entire Unit is prohibited.**
- **No Unit Owner or Tenant shall permit additional people to reside in a leased Unit whose name(s) does not appear on an approved lease submitted to the Management Office by the Unit Owner.**
- **Unit Owners must provide the Tenants a copy of the Declaration and these Rules and Regulations prior to the Tenants occupying the Unit.**
- **The Unit Owner will be held responsible for any misconduct and/or damage to Common or Limited Common Elements by his or her tenant(s).**
- **The Board of Directors reserves the right to ask a Unit Owner to terminate a lease or initiate eviction proceedings if a Tenant fails to abide by the governing documents and/or these Rules & Regulations.**

COMMON ELEMENT AREA AROUND UNIT

- **A garbage can is provided to each Unit by the City of Sarasota and must be kept in the trash bin area except on garbage collection days. Garbage cans may not be placed out earlier than 6 PM on Sundays and must be returned to their bin area by midnight on Monday.**
- **Unit Owners are responsible for the maintenance and repair of their front porch and lanai. This includes doors, screening, flooring, etc. All porches, lanais, driveways, and garbage enclosures are to remain unobstructed and free of debris, such as boxes, garbage, hanging clothes, excess furniture, equipment and large items at all times. Except for a garden hose holder, nothing else shall be placed on or attached to the garbage enclosure. Unit Owners may enclose their lanai with prior approval by the Board. See Lanai Enclosure Standard in Appendix A to these Rules & Regulations.**
- **Unit Owners are responsible for maintaining their front porch floor covering. With the prior written approval of the Board of Directors, the front porch may be tiled so long as the tile is neutral in color and provides a non-skid surface.**
- **Carports are reserved for the exclusive use of the Unit to which they are attached. No more than two (2) registered vehicles can ever be parked at a Unit, at any time. If more than two (2) vehicles need to park at any Unit, excess vehicles ***MUST*** be parked at the Clubhouse parking lot, or in a neighbor's excess parking space, with their permission. Such parking needs must be planned for in advance.**
- **Pet strollers must be kept and stored inside the Unit at all times whenever not in active use.**
- **Motion detection lights may be installed on the front porch.**
- **With the prior written approval of the Board of Directors, Unit Owners may install a walkway or patio. Walkways and patios shall be replaced only in accordance with the Walkway and Patio Standards in Appendix A to these Rules & Regulations.**

Common Element Area Around Your Unit Cont'd

- **Tools, gardening equipment and household cleaning objects shall not be left outside. These items shall be kept in the Unit storage shed or the Unit.**
- **Outdoor patios shall remain free of unsightly clutter, objects, and debris. While in residence, a Unit Owner or other Unit occupant may place and use on the outdoor patio: patio-type furniture, planters, potted plants, grills, chimineas, and other items that are normally and customarily used for residential purposes on outdoor patios. Unit Owners or Unit occupants who are away from the Unit for more than two (2) consecutive weeks shall remove grills and chimineas from the outdoor patio. During this time, such grills and chimineas shall be stored within the lanai, porch, or Unit. See Article 10.11 C. of the Declaration.**
- **No permanent fire pits may be installed anywhere outside of a Unit. Moveable fire pits may be used but must be stored in the Unit or shed when not in active use. Use shall be in accordance with all applicable Sarasota County fire codes.**
- **Per state law and the Declaration, any resident may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.**
- **Signs, banners, notices or advertisements of any kind are not permitted in windows of units, on motor vehicles, or anywhere on the common elements.**
- **Holiday decorations may be displayed no more than thirty (30) days prior to the holiday and must be removed no later than thirty (30) days after the date of the holiday for which they are displayed.**
- **Unit Owners may not paint or otherwise change the appearance of any exterior walls or windows, on their Unit. Front doors may only be painted with one of the approved colors chosen by the Board of Directors. Paint colors are available for review at the Association Office.**

YOUR CONDOMINIUM UNIT

- **Unit Owners are responsible for maintaining the interior portion of their Unit and all content therein in a well-maintained, fully functioning and sanitary condition.**
- **Tankless water heaters are prohibited.**
- **STORM DOOR INSTALLATION – With the prior written approval of the Board of Directors, Unit Owners may install replacement front Storm Doors. Storm Doors shall only be installed in accordance with the Storm Door Standard contained in Appendix A to these Rules and Regulations.**
- **WINDOW REPLACEMENT – With the prior written approval of the Board of Directors, Unit Owners may replace Unit windows. Unit windows shall be replaced only in accordance with the Window Replacement Standard adopted by the Board of Directors contained in Appendix A to these Rules & Regulations.**
- **LANAI ENCLOSURE INSTALLATION – With the prior written approval of the Board of Directors, Unit Owners may enclose a Unit lanai. A Unit Lanai enclosure shall only be installed in accordance with the Lanai Enclosure Standard contained in Appendix A to these Rules and Regulations.**
- **TUBULAR SKYLIGHT INSTALLATION – With the prior written approval of the Board of Directors, Unit Owners may install Tubular Skylights. Tubular Skylights shall only be installed in accordance with the Tubular Skylight Standard contained in Appendix A to these Rules & Regulations.**
- **HURRICANE SHUTTER INSTALLATION – With the prior written approval of the Board of Directors, Unit Owners may install Hurricane Shutters. Hurricane shutters shall only be installed in accordance with the Hurricane Shutter Standard contained in Appendix A to these Rules & Regulations.**

VEHICLES & PARKING

Vehicles and Vehicle Parking is regulated by Article 10.16 of the Declaration and these Rules & Regulations as follows:

- **All vehicles parked on the Condominium Property for more than twenty-four (24) hours, including vehicles owned or operated by: 1) Unit Owners, 2) tenants, and 3) guests occupying a Unit for more than twenty-four (24) hours shall be required to register with the Association office.**
- **Passenger automobiles (excluding trucks and pick-up trucks), sport utility vehicles, passenger vans, golf carts and personal transportation devices that do not exceed eighteen feet (18') in length, may park in designated parking areas.**
- **All vehicles (with the exception of golf carts) must maintain current registration and license plates and shall be road operable.**
- **Any and all vehicles that have been modified by increasing their height, utilizing off-road tires, installing roll bars and other similar changes and/or additions are specifically prohibited.**
- **Commercial vehicles, trucks of any kind (including pick-up trucks with covered, enclosed, or open beds), campers, motor homes, trailers, motorcycles (two and three wheeled), motor scooters, motorbikes, mopeds, gas-powered bikes, boats, and boat trailers are prohibited from being brought, placed, kept, or parked at any time on the Condominium Property, including within the Units.**
- **A commercial vehicle is defined as a truck, pick-up, van or other vehicle with lettering or signs on the vehicle, or vehicles that contain visible tools, tool boxes, ladders, racks or other equipment used for commercial trade. Notwithstanding the foregoing limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time that they are actually servicing a home, but in no event overnight; (2) boats, trailers, trucks, commercial vehicles, recreational vehicles, and other prohibited vehicles may be temporarily parked at a Unit when they are actively being loaded or unloaded; (3) prohibited vehicles may be parked in the east side of the Clubhouse parking area, upon registration with the Association office for a period not to exceed forty-five**

(45) days in any calendar year.

- **Vehicle repair or maintenance shall be prohibited on all portions of the Condominium Property, except that a vehicle may be washed and/or waxed in a Unit carport or in the designated car washing station located in the Clubhouse parking lot.**
- **Parking of vehicles on the grass, the street, or anywhere within the Condominium Property other than in designated parking areas is prohibited.**
- **Any vehicle which is parked in violation of the Declaration or these Rules and Regulations may be towed, at the discretion of the Board of Directors, without prior or written notice.**
- **Please obey our 15 mph speed limit at all times!!!!**
- **Parking of non-resident, non-visitor vehicles is limited to fifteen (15) days at a Unit, at which point the vehicle must then be moved to the Clubhouse parking lot for no more than an additional thirty (30) days. Thus, all parking of nonresident, non-visitor vehicles within Village Gardens is limited to a total of no more than forty (45) days in a calendar year.**

PETS & WILDLIFE

Household pets are permitted subject to the limitations stated in Article 10.6 of the Declaration and in these Rules and Regulations:

- **Up to two (2) pets (dogs, birds, fish or cats) may be kept in a Unit.**
- **No prior written approval of the Board shall be required if one (1) pet is kept in a Unit. However, the prior written approval of the Board shall be required prior to the keeping of a second pet in a Unit.**
- **No pet shall weigh more than forty (40) pounds, currently or at maturity.**
- **Whenever outside the Owner's Unit anywhere on the Common Element pets shall be restrained on a handheld leash and under the direct control of a person at all times. *This means that at any time your pet is outside of your Unit, the pet must be on a leash and that leash must be held in your hands at all times.***
- **Pets shall not be left leashed (tethered) or unattended anywhere on the Common Elements at anytime, including carports or areas surrounding your Unit.**
- **No pets shall be kept, bred, or maintained for any commercial purpose. Pet waste shall be promptly removed from the common elements and discarded in the waste receptacle of the Unit in which the pet is being kept.**
- **Pets which, in the sole discretion of the Association, endanger the health and safety of the Unit Owners and their tenants, guests or invitees, make objectionable noise, or constitute a danger, nuisance, or inconvenience to the Owners of other Units, shall be removed upon the request of the Board of Directors. If the Unit Owner fails to honor such request, the pet may be removed by the Board of Directors.**
- **Pet owners are responsible for any property damage, personal injury or disturbances caused by a pet.**
- **No person shall feed (food or water) any animal or pet outside of a Unit. For further clarification, the placing, dropping, throwing, or leaving of food or water outside of a Unit anywhere on the Condominium Property for wild animals or domestic pets shall be prohibited.**
- **Fishing in the pond is prohibited.**

CLUBHOUSE

- **Clubhouse Hours of Operation: 7 AM to 10 PM for the use of our residents.**
- **Keys to the Clubhouse may not be given to Non-occupant Guests. Non-occupant Guests must be accompanied by a Unit Owner or Tenant.**
- **Any person under the age of 18 is not permitted in the Clubhouse without an adult present with them at all times.**
- **Smoking in the Clubhouse is prohibited.**
- **Pets are not permitted in the Clubhouse.**
- **Unit Owners and Tenants are responsible for any damage caused while using the amenities, including damage caused by Guests of Unit Owners and/or Tenants.**
- **The Clubhouse may be reserved by a Unit Owner or Tenant for a private function through the Association office.**
- **Pursuant to the Association's copyright license, the only type of entertainment permitted to be played in the Clubhouse or Ramada is recorded music reproduced on cassettes, tapes, CDs, MP3s, music DVDs and other recorded media.**
- **A refundable \$100 deposit is required for use of the Clubhouse for private events.**
- **The Unit Owner or Tenant reserving the Clubhouse is responsible for all clean-up, including carpet stains and trash removal, and must place the furniture back to the original floor plan. Lights & fans must be turned off when leaving. Kitchen must be left in clean condition with dishes & utensils washed and counters cleaned. All trash bags/can should be emptied and it is the responsibility of the resident that had the event to throw away all trash in the garbage dumpsters in the maintenance area. Tablecloths & towels used must be washed and returned to the clubhouse within 48 hours.**
- **Any damage to the Clubhouse will be charged back to the Unit Owner or Tenant who placed the reservation. The Board will determine the cost of the damages and decide the amount to be withheld from the deposit.**
- **Notwithstanding the reservation of the Clubhouse for private use, the library remains open for use at all times.**

POOL

- **Pool Hours of Operation: Dawn to Dusk.**
- **Keys to the fenced area may not be given to a Non-occupant Guests. Non-Occupant Guests must be accompanied by a Unit Owner or Tenant.**
- **Smoking is not permitted anywhere at or in the Pool.**
- **Pets are not allowed in the pool or within the fenced pool area.**
- **Children under the age of eighteen (18) must be under the direct supervision of an adult, at all times.**
- **Pool diapers must be worn by children still wearing diapers.**
- **Please shower before entering the pool.**
- **Oversize flotation devices are not permitted in pool.**
- **Proper swimming attire must be worn in the pool.**
- **With the exception of water, no food or drink, of any kind is allowed at the Pool or on the Pool deck area. Water should be in a plastic container while at the Pool or Pool deck.**
- **No object made of glass or metal is permitted while in the Pool area. Please use plastic only, wherever possible when using the Pool.**
- **No alcohol or controlled substance is permitted in the Pool area.**
- **Diving and running in the pool area is prohibited.**
- **Greaseless suntan lotion required, when in the Pool and sunning on the Pool deck.**
- **Please wear earphones when listening to music.**
- **Abusive and profane language is prohibited.**

RAMADA

- **Ramada Hours of Operation: Dawn to 10 PM.**
- **Keys to the fenced area may not be given to a Non-Occupant Guests. Non-Occupant Guests must be accompanied by a Unit Owner or Tenant.**
- **Smoking is not permitted in the Ramada.**
- **Pets are not allowed in the Ramada.**
- **Children under the age of eighteen (18) must be under the direct supervision of an adult, at all times.**
- **Please use plastic utensils, cups and containers, wherever possible when using the Ramada.**
- **No controlled substance is permitted in the Ramada.**
- **Please wear earphones when listening to music.**
- **Abusive and profane language is prohibited.**
- **All garbage must be removed and deposited in the appropriate dumpster in the fenced maintenance area.**
- **Barbecue equipment and the grills must be cleaned thoroughly after use.**
- **The Ramada may be reserved for private events as follows:**
 - **The Unit Owner or Tenant reserving the Ramada for a private event is responsible for set-up and breakdown/cleanup of the area, including the arrangement of the furniture, tables, and chairs to the pre-event set-up.**
 - **The Unit Owner or Tenant reserving the Ramada for private use is responsible for any damage to the equipment and is responsible for properly disposing of all garbage and thoroughly cleaning the Ramada and all equipment used during the event.**

Have a good time and enjoy the facilities!

TENNIS COURT & SHUFFLEBOARD

- **Hours of operation: Dawn to 10 PM**
- **Keys to the fenced area may not be given to a Non-Occupant Guests. Non-Occupant Guests must be accompanied by a Unit Owner or Tenant.**
- **Use of the tennis court is on a "first come, first served" basis at all times and days, with the exception of the following standing reservations for play each week:**
 - **The tennis court is reserved for the Village Gardens Tennis group on Monday, Wednesday, Friday and Saturday mornings between the hours of 8 AM to 11 AM.**
 - **The tennis court is reserved for the Village Gardens Pickleball group on Monday and Wednesday evenings between the hours of 6 PM to 9 PM.**
- **Playing time shall be limited to sixty (60) minutes for singles and ninety (90) minutes for doubles.**
- **Tennis shoes are required for tennis court use.**
- **Please place all shuffleboard equipment back where it belongs in the Ramada when you finished.**
- **No glass or metal containers permitted in either court area. Plastic containers only.**
- **Smoking is not permitted at the tennis court.**

GROUNDS & PLANTINGS

- **All items related to gardening should be stored in your shed or in your Unit and not be a visual distraction or safety hazard.**

Empty pots

Rakes

Brooms

Ladders

Fertilizer or pesticides

Extra debris containers

- **Trash enclosures should be free of debris and only used to store your trash container and a water hose.**
- **Property left outside a Unit may be removed, if deemed as a safety hazard, at any time by the Board.**
- **While the grounds are maintained by our landscape contractor, please note that they are not responsible for raking lawn debris or for blowing lawn debris from under the carports or on the roadway.**
- **Should you like to rake leaves, prune plants or perform any other garden tasks that create piles of debris, please use a container approved for this purpose and place it curbside. Debris containers are available to all residents and are located at the maintenance area. These containers will be picked up by our maintenance staff on a routine basis.**
- **Please do not place piles of lawn debris curbside or around the side or back of your Unit without using a container.**

GROUNDS & PLANTINGS CONT'D

- **With Board approval, Unit Owners may plant plantings, annuals and perennials in existing plant beds surrounding your Unit.**
- **No new plant beds are allowed.**
- **Planting in larger areas of the Common Elements that are not adjacent to any particular Unit and an existing bed is prohibited.**
- **No river or other decorative rock shall be placed in the Common Elements, including in any existing bed or around the base of any tree, shrub or bush.**
- **No plants that are poisonous, prickly, harbor rodents or snakes or provide a breeding ground for mosquitoes are allowed anywhere on the grounds.**
- **Other prohibited plants include:**

Brazilian Peppers

Punk Trees

Barberry

Bottle Brush

Ponderosa Pine

Fruit Trees

Australian Pine

Schefflera

Ficus

Oleander

Garden Vegetables

- **Existing fruit trees must be maintained by the Unit Owners. Such trees must be trimmed, fed and all fruit picked up from the ground. Failure to do so may result in the tree being removed.**
- **Mulch may be used in existing plant beds only. Only cypress mulch is to be placed in any plant areas directly surrounding the Units.**
- **No plants are permitted to be hung on the exterior of a unit other than the carport. No screws or other permanent fixtures are allowed on carports to secure hanging plants.**

GROUNDS & PLANTINGS CONT'D

- **Trellises or any other type of apparatus designed to affix a plant to the exterior of a Unit are not permitted.**

Decorative Objects

- **Planters may not be affixed to any tree or bush. A maximum of two (2) window box-type planters per Unit may be placed on Units window sills. Unit Owners are responsible for maintaining all window boxes or planters in an aesthetically pleasing manner and to repair any damage caused by same.**
- **Pots and planters are allowed in beds along the front or sides of a Unit, as long as they are properly maintained in an aesthetically pleasing manner and either removed when the unit owner/ tenant leaves for an extended period of time or in the event of a storm threat.**
- **Only two (2) potted plants are allowed at the entryway of a Unit.**
- **A maximum of two (2) hanging plants are permitted to be attached to the overhang of a carport. Screws or nails are not permitted when hanging plants.**
- **Vines, plants or trees of any type may not be attached or tied to the carport or exterior of a unit.**
- **Up to one (1) small statuette under twenty-four (24) inches in height may be placed in an existing plant bed in front of a Unit.**

GROUNDS & PLANTINGS CONT'D

- **Up to four (4) small statuettes under twenty-four (24) inches in height may be placed in existing plant beds to the side or back of a Unit.**
- **One (1) set of wind chimes is permitted, but must hang at the back of a Unit.**
- **Up to two (2) decorative or seasonal hangings may be hung to the front of a Unit or carport as long as the poles or hangers are not permanently affixed.**
- **All decorative objects and potted plants must be removed from the common elements or limited common elements during storm threats.**
- **The Board reserves the right to dismantle and discard any objects left out in the elements should a storm warning be issued.**

SAFETY & SECURITY

We should never be complacent about our OWN SAFETY and the SECURITY of our neighborhood.

Helpful reminders for all of us:

- **Lock your vehicle.**
- **Don't leave your purse, wallet or other valuables in your vehicle or outside of your Unit.**
- **Don't put your purse or wallet in view of the front door.**
- **Lock your screen door.**
- **Lock your doors even when you are home.**
- **Purchase window security locks or stops, so that they only open a few inches.**
- **Report burned-out Village Gardens lights.**
- **Lock your bicycles when not in use.**
- **Report any hazardous areas in our streets, pool area or any area you use.**
- **Stop at the stop signs and obey all traffic laws.**
- **Drive no more than 15 miles per hour.**
- **Consider leaving your outdoor light on at night.**

**If you see anything/anyone suspicious in Village Gardens immediately call the City of Sarasota Police hotline at:
(941) 316-1199**

APPENDIX A

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LEASE/PURCHASE APPLICATION

Sarasota Village Gardens Condominium Association, Inc.
5098 Village Gardens Dr., Sarasota FL 32324
sarasotavillagegardens@gmail.com

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\$150.00 Application Fee Per Applicant made payable to Sarasota Village Gardens (payable by check)
Applicant is defined as: 1) every unmarried adult, 2) a married couple, and 3) parents and dependent minors

Application for: Purchase Lease

Unit Address: _____

Unmarried applicants must fill out separate applications. Do not leave any blank spaces. Please use black ink. Please allow at least two weeks for approval process. Thank you!

Name: _____ SS# _____ / _____ / _____ DOB: _____ / _____ / _____
Last First MI

Spouse: _____ SS# _____ / _____ / _____ DOB: _____ / _____ / _____
Last First MI

Driver's License #: _____ State: _____ Spouse's Driver's License #: _____ State: _____

Other Occupants:

Name: _____ Relationship: _____ Age: _____

Name: _____ Relationship: _____ Age: _____

Pets: Yes No

Type: _____ Breed: _____ Weight: _____ Age: _____

Type: _____ Breed: _____ Weight: _____ Age: _____

Address History and Contact Information:

Home Telephone #: _____ - _____ - _____ Cell #: _____ - _____ - _____ Email: _____

Present Address: _____
Street Apt# City State Zip Code

Length of Residency: _____ / _____ to _____ / _____ Monthly Payments: \$ _____
Present Mortgage Company/Landlord: _____ Telephone: _____ - _____ - _____

Previous Address: _____
Street Apt # City State Zip Code

Length of Residency: _____ / _____ to _____ / _____ Monthly Payments: \$ _____
Present Mortgage Company/Landlord: _____ Telephone: _____ - _____ - _____

Employment History

Present Employer: _____ City & State: _____ Telephone #: _____ - _____ - _____

Position: _____ Dates of Employment: ____/____/____ to ____/____/____
\$ Income: \$ _____ per _____ Supervisor's Name: _____

Present Employer: _____ City & State: _____ Telephone #: _____ - _____ - _____

Position: _____ Dates of Employment: ____/____/____ to ____/____/____
\$ Income: \$ _____ per _____ Supervisor's Name: _____

Present Employer: _____ City & State: _____ Telephone #: _____ - _____ - _____

Position: _____ Dates of Employment: ____/____/____ to ____/____/____
\$ Income: \$ _____ per _____ Supervisor's Name: _____

In Case of Emergency:

Please Notify: _____ Telephone #: _____ - _____ - _____
Name Relationship City/State

Have you and/or your spouse filed or left owing to a mortgage company or landlord?

Yes No

Have you and/or your spouse had an adjudication withheld or been convicted of a felony?

Yes No

AUTHORIZATION OF RELEASE OF INFORMATION: Applicant(s) represent that all of the above information and statements for purchase or lease are true and complete, and hereby authorize an investigative consumer report including, but not limited to, residential history, employment history, criminal records and credit reports. This application must be signed before it can be processed by the management company.

Applicant acknowledges that false or omitted information herein may constitute grounds for rejection of this application, termination of right of occupancy, and/or forfeiture of fees or deposits and may constitute a criminal offense under the laws of this state.

NON-REFUNDABLE APPLICATION FEE: Applicant(s) agree to any and all application and processing fees.

I/We have received, read and agree to abide by the condominium Documents and condominium Rules and Regulations for Sarasota Village Gardens.

_____ Date: __/__/__

Applicant Signature

_____ Date: __/__/__

Applicant Signature

ORIENTATION INFORMATION AND CHECKLIST

We are here to welcome you and to educate you on the "Do's & Don'ts" of condominium living here in the Village Gardens. We are committed to making your transition to our neighborhood as seamless as possible and hope that you will embrace and commit yourself to protect and maintain our wonderful community.

OWNERS & TENANTS READ AND CHECK ALL BOXES

- ┌ I have read and will abide by the Governing Documents (Docs) of Sarasota Village Gardens.
- ┌ I have read and will abide by the Rules & Regulations of Sarasota Village Gardens.
- ┌ I understand that I own or rent my home from the exterior cement block inward and that everything else on the property of Village Gardens belongs is considered the Common Elements.
- ┌ I understand that I have the right to use the Common Elements for my enjoyment, but that I shall not plant any new plant beds, trees or other plantings surrounding my home or elsewhere on the grounds. I also understand that I may only replace plants in the existing plant beds surrounding my unit as provided in the Rules & Regulations.
- ┌ I understand that the maintenance crew takes their direction from either the Property Manager or the Board of Directors and that I/we may not ask them to perform "extra" work or side jobs.
- ┌ I understand that trucks of any kind, campers, motor-homes, trailers, motorcycles, boats or boat trailers are prohibited and that commercial vehicles are only allowed when actively servicing a home. I also understand that all personal vehicles must be registered with the Manager.
- ┌ I understand that permanent occupancy of my home is not to exceed two (2) persons per bedroom. I also understand that total occupancy is not to exceed six (6) persons when temporary guests are visiting and that these guests are limited to a stay of 14 consecutive days or a total of 45 days in any calendar year.
- ┌ I understand that persons residing in my home for more than 14 consecutive days or more 45 total days in a calendar year shall be considered tenants and must be approved under Article 11 of the Declaration and go through the Orientation process.
- ┌ I understand that payment for personal water usage within the home is my responsibility and that any change in occupancy must be submitted to the community's sub metering company.
- ┌ I understand that I must inform the Manager of any change of occupancy, secondary mailing addresses and alternate phone numbers. I also must inform the Manager to any other changes to my personal contact information.
- ┌ I understand that I must inform the Manager when I leave my home for an extended period of time and also inform same upon my return to the community.

UNIT OWNERS ONLY READ AND CHECK ALL BOXES

- ┌ I understand that the Maintenance Fees are to be mailed directly to Centennial Bank paid by coupon book or processed by auto-debit from my account by Centennial Bank.
- ┌ I understand that all Maintenance Fees are due on the first (1st) of each month and are considered late if not received by Centennial bank by 5 pm on the 5th of each month. Late payments are subject to late fees, interest and legal costs.
- ┌ I understand that the Closing Agent must send the Association a copy of the recorded deed upon purchase of a unit.

Signature of Owner(s)/ Tenant(s): _____ Date: _____

Signature of Owner(s)/ Tenant(s): _____ Date: _____

OWNER/TENANT CRITERIA

Taken together the Owner and Tenant restrictions contained in the Declaration of Condominium are as follows:

Prohibitions for both Owners and Tenants:

- **No truck or pickup truck**
- **No motorcycle**
- **No boat**
- **No vehicle over eighteen (18) feet in length**
- **No commercial lettering on any vehicle**
- **No "aftermarket" visual or "sound sourced" modifications to any vehicle**
- **No pet when brought on property or at full growth can weigh more than 40 pounds**
- **Certain vicious breeds of dogs are prohibited**
- **No more than 4 people (including children) can reside in the Unit a at any time**
- **No subletting of any unit can occur once the unit has been leased to the named occupants**
- **No more than two (2) vehicles can be registered to any unit (meaning no more than two (2) vehicles can be parked a at Unit at any time)**

Credit Requirements for Tenants only:

- **No credit account(s) more than 30 days past due**
- **No collections activity**
- **No foreclosure in the last three (3) years**
- **No bankruptcy in the last three (3) years**
- **No Court judgement outstanding**

Criminal Requirements for both Owners and Tenants:

- **No felony conviction**

STORM DOOR STANDARD

OWNERS MUST CONTACT MANAGEMENT TO REVIEW PRODUCT CATALOGS AND TO REVIEW THE STANDARD BELOW

- **Upon the approval of the Board of Directors, a Unit Owner may install a new front outer door (storm door):**
- **Unit Owner shall submit a written request in writing to the Board of Directors seeking approval of a proposed storm door.**
- **A pick order page indicating the proposed door style and color shall be submitted with a written request for approval.**
- **The following approved styles are available at Lowes (Larson Doors) and Home Depot (Andersen Doors):**
 - **Full-view glass OR Full-view glass with hidden screen only. Partial-view (metal) doors are prohibited.**
 - **Sandstone or Almond colors only.**
 - **The style and finish of the door handle is at the discretion of the Unit Owner.**

WINDOW REPLACEMENT STANDARD

When replacing windows in the original developer window openings in the duplexes in Village Gardens the following conditions must be met:

- 1. Any window replacements shall be approved by the VG Board of Directors from a written request by a Unit Owner and the following standards shall be met for the application to be approved.**
- 2. A City of Sarasota permit shall be obtained for the work being done and the installation shall be by a licensed contractor and approved by the city inspector.**
- 3. The exterior of the window frame shall be aluminum or vinyl with factory applied bronze finish. The interior of the frame may be white.**
- 4. The window shall be a flange style and sized so that it fits in the opening the same way that the original windows do. The window should fit the opening so that a normal caulk joint seals the window and the new window is recessed back in the opening the same distance as the original window.**
- 5. Window opening sizes shall not be modified or changed.**
- 6. The flange of the window shall be an integral part of the window frame, meaning that the outside of the frame and the flange shall be 1 piece from the factory with no add on extensions to make them fit in the opening.**
- 7. The window must be a single hung or double hung type which slide up and down. (no interior or external mutttons shall be applied.) The only exceptions to this is that the high front bedroom windows (found in Pine and Palm Units only) that measure approximately 74" wide x 26" high may be horizontal rollers which slide sideways.**
- 8. If the City building department requires that the window opening is protected, then impact glass shall be used. No external shutters are allowed, whether removable or permanent, to be installed on the exterior of the building.**
- 9. A low E tint which makes the windows energy code compliant is allowed but no additional dark tinting shall be installed by the factory or after market. The shower window may be obscure glass, but that is the only place obscure glass may be used.**
- 10. The new windows shall be caulked to the existing adjacent exterior surface with caulk to match the window frame color and then touch up painting around the window with the VG paint so that any disturbed materials are repainted.**

TUBULAR SKYLIGHT STANDARD

Unit Owners seeking to install tubular skylights must obtain approval of the Board of Directors through a written installation request agreeing to be responsible for the maintenance of the skylights and for any damage that arises there from.

The Board of Directors promulgated and approved the following standard for “light tubes” for installation in Village Gardens units:

- **Up to a maximum of three (3) tubular skylights per Unit from Tubular Skylights, Inc., may be installed.**
- **The skylights shall only be installed by a Tubular Skylights, Inc. licensed installer.**
- **Scott Kaufman, the Association's licensed contractor (roofer) will review all work to ensure the integrity of the installation.**
- **The only sizes permitted for installation are as follows:**
 - **TSL 46, small; TSL 100, medium; and TSL 400, large.**

LANAI ENCLOSURE STANDARD

The following enclosed lanai standards have been prepared, reviewed and accepted by the Village Gardens Board as the new standards and requirements for use by all Village Gardens unit owners when they desire to make application to the Board for approval to enclose their lanai.

Seven (7) items are required before the Board can move to approve a Unit Owner's request for enclosing a lanai:

1) The enclosed lanai must be constructed only by a licensed Florida general contractor, of which the Board must be supplied with the contractor's license number and address of place of business.

2) The Board also requires proof of the contractor's liability and worker's compensation insurance.

3) In addition, the Board must be supplied with a copy of all City of Sarasota work permits legally required for the project.

4) The Board also needs to receive a signed statement from your contractor, either in the form of a separate letter or contained in a copy of the contract the owner signs with the contractor, that the contractor recognizes and will "make the Association whole" for any damages that he willingly or unwillingly causes to or occur on the common elements, rather the damage be to grounds or buildings.

5) The Unit owner should state their choice of one of the two designs for the enclosed lanai.

6) An artist's rendering or specific engineered drawing of the elevations of the enclosed lanai structure should be supplied for the Board to review.

7) The Unit owner must submit a letter requesting approval for an enclosed lanai to the Board with all of the above seven items included with the owner's request letter.

All work, both on the exterior and interior of the owner's unit in the construction of the enclosed lanai must be completed to all existing state, county and city codes in effect at the time of construction. Upon completion of all work, the Board requires the following two items:

1) A walk through of the finished enclosed lanai on the part of the Association's general contractor, along with a member of Association management or a Board director, to ensure satisfaction that structurally the addition to the Association's building has

been completed properly to building code; and

2) A copy of the City of Sarasota's building inspector's signed approval of the structure. If either of the two above items are not met, the Association reserves the right to require the owner to make such improvements to the completed enclosed lanai.

There are two (2) designs that are approved for an owner to pick from when enclosing their lanai.

The First design is to enclose the lanai in a walled room setting, with the following minimum requirements:

- The lanai must be fully enclosed (walled) in wood grained vinyl, wood grained aluminum, Hardy board with Miratec trim, or stucco.**
- Whichever enclosing materials an owner chooses, all resulting exterior surfaces must be painted the exact same color as the exterior color of the VG building's stucco, at the time of installation. (VG will supply the owner with exact paint specifications).**
- Windows must be installed, at a minimum on the rear facing wall of the enclosed lanai. It is at the owner's discretion if they choose to install windows on the two side panels of the enclosed lanai.**
- All such enclosures must have at a minimum a walled section rising from the floor of the lanai to a height of between 18 to 36 inches. Therefore, window installations can start anywhere from between 18 and 36 inches from the surface of the lanai floor. The top edge of all windows must be at least one foot below the highest point of the exterior enclosed wall. Unit owners should remember that any current or future building codes that further restrict the window dimensions as stated, will take precedence over these standards.**
- No windows may be installed that open, in any way, through cantilevering or direct opening out into the common elements. No casement or jalousie windows. It is the owner's discretion to specify whether they will install sliding windows that open up/down, or back/ forth.**
- If any roofing extensions are designated or necessary when enclosing the lanai such newly installed roof partitions shall be covered with the exact color and style of roof as is currently installed on the Association's buildings.**
- It is ultimately the owner's responsibility to ensure that their contractor has complied with all building codes required by the state, county and City of Sarasota at the time of installation. Some of the current standards that must be incorporated in any current enclosed lanai are:**

- **Proper egress from the adjoining bedrooms to the lanai...this means removing sliding glass patio doors from original developer's installation.**
- **Hurricane proof windows and doors that meet code. Style of door is at owner's discretion. It can be solid or glass, as current codes permit.**
- **Electrical outlets every 12 feet around the enclosed room/lanai.**
- **A door (hurricane) to the outside that is the required construction and width to code.**
- **A light outside the door with a switch at the door and an electrical outlet outside the door.**
- **Finally, it is recommended that owners request their contractor to utilize ex1 quality sealants, coatings, primer and top coat on the exterior surfaces when painting to ensure the least maintenance on their part in the future, as once installed all of the exterior maintenance costs for the exterior surface, including the paint, becomes the responsibility of the unit owner. The Association has the right to demand and require unit owners maintain the exterior of the enclosed lanais to the satisfaction of the Association.**

The Second design that owners can choose to install is a glass enclosed lanai.

- **Although this design is an option that owners can choose from, the Board strongly recommends owners to carefully consider the following potential negatives associated with such an installation.**
 - **Walls of glass can become especially dangerous projectiles in time of severe weather and quickly changing atmospheric pressure.**
 - **As installed, no sliding glass door frame can completely seal out water intrusion from occurring into your enclosed lanai. With the heavy rains and blowing winds we experience often here in Florida, serious intrusion of water into the lanai, could often occur, resulting in constant water damage to wood and carpeted lanai flooring.**
 - **Sliding glass door installations result in greater propensities for leaks than lanais that are enclosed as walled and windowed rooms. Unfortunately, there are just more exposed areas where water can enter.**
- **If owners wish to choose this second design to enclose their lanai, the following minimum requirements must be met:**

- **The glass must meet all current building codes as to hurricane strength, insulation and coating standards. This applies to the sliding glass doors as well.**
- **Full length, vertical floor to ceiling glass with sliding doors must be installed. Exterior trim, outside of the glass doors, must be aluminum.**
- **All exterior trim, the surround and support panels for the glass doors (the aluminum), must be painted and/or finished in the exact color as the building's current stucco color. (VG will supply the owner with exact paint specifications).**
- **No sliding glass doors can be installed in which any part of the glass can be cantilevered out into the common element of the property.**
- **Gutters with downspouts must be installed on the roof overhang.**
- **Gutters and downspouts must be painted and/ or finished in the exact color of the building's current stucco color. (VG will supply the owner with exact paint specifications).**
- **It is ultimately the owner's responsibility to ensure that their contractor has complied with all building codes required by the state, county and City of Sarasota at the time of installation.**
- **Finally, it is recommended that owners request their contractor to utilize extra quality sealants, coatings, primer and top coat on the exterior surfaces when painting to ensure the least maintenance on their part in the future, as once installed all of the exterior maintenance costs for the exterior surface, including the paint, becomes the responsibility of the unit owner. The Association has the right to demand and require unit owners maintain the exterior of the enclosed lanais to the satisfaction of the Association.**

HURRICANE SHUTTER STANDARD

Protective storm shutters may only be installed with prior written approval of the Board of Directors from a written request by a Unit Owner and must meet all the following standards & specifications.

Materials Currently Approved by the Association:

- **Electric or Crank-roll shutters**
- **Accordion shutters**
- **Individual storm panels**
- **Clear Lexan plastic panels**

Approved Colors:

- **Earth tones that closely match the color of the Unit**
- **White**
- **Trim mounting brackets must be same color as the color of the shutters**

Local & State Codes:

- **All work must be done in accordance with current Florida codes**
- **Contractors must be licensed and obtain building permit.**
- **It is the responsibility of the Unit Owner to see that all necessary permits have been obtained and that they are properly posted.**

Plywood: Allowed ONLY in the event of an imminent storm threat

- **May only be used as temporary storm protection and must be re- moved within 2 weeks after storm threat passes.**
- **Plywood may be secured by clips only. No nails, screws or other hardware are permitted.**

WALKWAY STANDARD

A unit owner may install a walkway along the side of a unit for the purpose of access to hoses, the trash receptacle area, shed, lanai door and meters subject to the following guidelines: (It is recommended by the Board to hire a qualified contractor for this project).

- **No walkway shall exceed 36" wide. This width is necessary to accommodate trashcans, walkers, etc.**
-
- **Permitted walkways shall be constructed of brick pavers or patio block. Permitted colors shall be off white or a shade of the terra cotta.**
- **Permitted walkways shall not be permanent in nature, shall use no concrete, or any other type of permanent materials to hold the base, pavers/blocks or border in place and shall be subject to removal in accordance with the Installation Agreement.**
- **Determine the elevation and slope so that the end result is that the finished surface of the top of the pavers are even with the surrounding ground to allow lawnmowers to pass over them to have access to all moving areas. Additional fill dirt, along with installation of new sod may be required to achieve a level walkway surface. Locate cables/sprinkler lines and heads and relocate as necessary. All relocating costs are the responsibility of the owner. A proper (1" minimum) sand base is required. A type of leveling sand such as DOT 250 or equivalent, available at local Home Supply Centers, is recommended. Prepare the area by removing sod, roots, sticks and other items before leveling and packing the soil to provide a firm base.**
- **No borders above ground level are permitted.**
- **All installation, maintenance or removal expenses for the walkway must be borne by the unit owner including sprinkler replacement or removal.**
- **If the patio must be removed by the Association for any purpose, the Unit Owner or any future Unit Owners shall be responsible for that cost and any reinstallation costs should Unit Owner elect reinstallation.**
- **All walkways in existence as of the date of adoption of this rule are grand fathered.**

- **Prior to the installation of a permitted walkway as provided herein, the unit owner shall submit a graphic plan for the proposed walkway to the Property Manager which shall include at a minimum a statement about choice of materials, the choice of color, and a depiction of the proposed installation location, along with any other information the applicant determines will assist the Property Manager in his/her recommendation to the Board. The Board shall approve or deny all requests for approval.**
- **If approved, the unit owner shall sign and agree to the terms of the Association's Walkway Installation Agreement prior to installation. A copy of this agreement can be obtained from management.**
- **If the proposed walkway is approved, it shall be installed in conformance with the approved application. If a walkway deviates from the approved application, it shall be subject to removal.**
- **A Board Member and the Property Manager will inspect each new walkway after installation to ensure that it complies with the above standards and follows any and all relevant house rules.**

PATIO STANDARD

A unit owner may install a patio subject to the following guidelines: (It is recommended by the Board to hire a qualified contractor for this project.) A copy of a suggested step-by-step installation is attached.

- **Permitted patios shall not be permanent in nature, shall use no concrete, or any other type of permanent material to hold the base, pavers, or borders in place and shall be subject to removal in accordance with the Installation Agreement.**
- **It is understood that not all units in Village Gardens can be approved for a patio because of the lay of the land, swales, fences, trees, etc.**
- **The maximum length and width of a patio may not exceed the dimensions shown on Exhibits A, B, C, or D, for each model of unit.**
- **Determine the elevation and slope so that the result is that the finished surface of the top of the pavers are even with the surrounding ground to allow lawnmowers to pass over them to have access to all mowing area. Additional fill dirt, along with installation of new sod may be required to achieve a level patio surface. Locate cables/sprinkler lines and heads and relocate a necessary. All relocating costs are the responsibility of the owner. A proper (1" minimum) sand base is required. A type of leveling sand such as DOT 250 or equivalent, available at local Home Supply Centers, is recommended. Prepare the area by removing sod, roots, sticks and other items before leveling and packing the soil to provide a firm base.**
- **No patio shall have raised borders.**
- **Permitted patios shall be constructed of brick pavers or patio blocks and sloped away from the buildings to allow proper drainage. These permitted construction materials shall be pervious. Permitted colors shall be off white or a shade of the terra cotta.**
- **All installation, maintenance, or removal expenses for the patio must be borne by the unit owner including sprinkler replacement or removal.**

- **If the patio must be removed by the Association for any purpose, the Unit Owner or any future Unit Owners shall be responsible for that cost and any reinstatement costs should Unit Owner elect reinstatement.**
- **All patios in existence as of the date of adoption of this rule are grandfathered.**
- **Prior to the installation of a permitted patio as provided herein, the unit owner shall submit a graphic plan for the proposed patio to the Property Manager which shall include at a minimum a statement about choice of materials, the choice of color, and a depiction of the proposed installation location, along with any other information the applicant determines will assist the Property Manager in his/her recommendation to the Board. The Board shall approve or deny all requests for approval.**
- **If approved, the unit owner shall sign and agree to the terms of the Association's Patio Installation Agreement prior to installation. A copy of this agreement can be obtained from management.**
- **If the proposed patio is approved, it shall be installed in conformance with the approved application. If a patio deviates from the approved application, it shall be subject to removal.**
- **A Board Member and the Property Manager will inspect each new patio after installation to ensure that it complies with the above standards and follows any and all relevant house rules.**