

# **NEW OWNER RESIDENT APPLICATION**

**FOR THE PURCHASE OF A VILLA OR A CONDOMINIUM, A DEED CHANGE, OR AN INHERITANCE**

Applications are available online at WWW.VOLAHOA.NET, from the Property Manager, Resources Property Management, or by emailing the Property Management Company at **kmorris@resourcepropertymgmt.com**. If you received an application from another source, make certain you are using the most recent version which is always available from our website. Any older version received will be returned to the applicant since we will be unable to process the application.

## ***ALL APPLICATIONS MUST BE PRINTED SINGLE-SIDED***

1. Submit your fully completed application(s) to include all thirteen (13) pages, a valid government issued photo ID, and a check (see below for total amount due) via one of the following methods:

- A. Mail the documents via USPS, FedEx, or UPS to:

Villas Of Lake Arbor  
c/o Resource Property Management  
28100 US HWY 19 N., Suite 200  
Clearwater, FL 33761

- B. Email **Entire Application Packet** to kmorris@resourcepropertymgmt.com. All documents must be legible and original size – please verify the quality of any documents before emailing to us.

## ***INCOMPLETE APPLICATIONS WILL BE RETURNED - PLEASE VERIFY YOUR INFORMATION***

2. **Fees:**

### **Applicant and co-applicants related by marriage**

- There is a \$125.00 non-refundable application processing fee to include background check fee. Make payment by check or money order to Villas of Lake Arbor.

**Applicant and co-applicants not related by marriage**, but both will be listed on the deed, the co-applicant will need to complete a separate Sales Application.

- There is a \$25.00 non-refundable background check fee. Make payment by check or money order to Villas of Lake Arbor.

**Other Residents listed on the Applicant's application** need to each complete a Residency Application.

- There is a \$25.00 non-refundable background check fee per each resident. Make payment by check or money order to Villas of Lake Arbor.

### **Pet Application**

- If you have a pet, there is a \$25.00 non-refundable processing fee.

The processing payment(s) must be received by the Property Management office to complete your application submission

3. All applicants carefully read the twelve (12) statements listed on pages five & six (5&6) of this application. If all applicants understand and accept each of the statements, then all applicants must initial each statement.
4. See page two (2) for specific requirements for each ownership transfer types.

## *Villas of Lake Arbor, Clearwater, Florida*

5. Attach a copy of Insurance Binder: HO3 for a Villa and HO6 for a Condo.

### ***PURCHASES***

- We must receive a copy of the sales contract and all riders.
- There must be a minimum of fourteen (14) days between your complete application and processing fees receipt and your date of your closing for a timely approval.

### ***INHERITANCE***

- You must provide a copy of the death certificate and documentation verifying that you are inheriting the unit (e.g., Last Will & Testament, deed transferred in probate, Order Determining Homestead). We also need the name, address, and phone number of the attorney who is handling your inheritance (these documents should be provided with your application). For all application types, **See 1A and 1B on page one (1)** for the methods available for submittal.

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### ***DEED TRANSFER***

- You must provide documentation verifying the proposed or executed deed change (document from legal counsel). For all application types, **See 1A and 1B on page one (1)** for the methods available for submittal.

*If you have any questions concerning the application, please send a detailed email to [kmorris@resourcepropertymgmt.com](mailto:kmorris@resourcepropertymgmt.com) or leave a detailed message at 727-796-5900.*

# NEW OWNER RESIDENT APPLICATION

FOR THE PURCHASE OF A VILLA, A CONDOMINIUM, A DEED CHANGE, OR AN INHERITANCE

**ADDRESS Of Purchase Property (and if A Condominium, Include Unit Number):**

**Address:** \_\_\_\_\_

*A separate New Owner Resident Application Packet must be completed for each person to be listed on the deed (unless legally married). ALL additional occupants must submit a New Owner Resident Application Packet.*

Applicant Name \_\_\_\_\_ Applicant to be on the deed.

Applicant Phone \_\_\_\_\_ Email \_\_\_\_\_

Spouse's Name \_\_\_\_\_ Will Spouse be on the deed? \_\_\_\_ Yes \_\_\_\_ No

Spouse's Phone \_\_\_\_\_ Email \_\_\_\_\_

## CURRENT INFORMATION:

Current Mailing Address: _____
<i>Street</i> <i>City</i> <i>State</i> <i>Zip</i>

## EMPLOYMENT

Is Applicant currently:	Employed: ____ Yes or ____ No	Retired: ____ Yes or ____ No
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Is Spouse currently	Employed: ____ Yes or ____ No	Retired: ____ Yes or ____ No
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## OCCUPANCY INTENTIONS:

1. Reside Full-Time: \_\_\_\_ Yes or \_\_\_\_ No

2. Reside Part-Time: \_\_\_\_ Yes or \_\_\_\_ No

**(Note: Units can not be Leased or Rented out for the initial 24 Months from date of Purchase)**

3. One person residing in the unit **MUST BE 55** years of age or older and their name must be on the deed.

***Please initial acknowledgment:*** Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

*Villas of Lake Arbor, Clearwater, Florida*

4. The Governing Documents provide an obligation of unit owners that all units are for single-family residence only. Please list the name, relationship, and age of any additional persons who will occupy the unit. ***An Application for Approval of a New Owner Resident Application is required for anyone who will reside in the unit, but is not listed on the deed.***

Name	Relationship	Age

**EMERGENCY CONTACTS**

***(THREE ARE REQUIRED – PLEASE PROVIDE ALL INFORMATION REQUESTED)***

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip code \_\_\_\_\_ Telephone \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip code \_\_\_\_\_ Telephone \_\_\_\_\_

Name \_\_\_\_\_ Relationship \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip code \_\_\_\_\_ Telephone \_\_\_\_\_

***PLEASE NOTIFY THE PROPERTY MANAGER OF ANY CHANGES AFTER CLOSING***

**ASSOCIATION MAILINGS**

Do you want official Association correspondence mailed to your new address after closing? \_\_\_\_YES or \_\_\_\_NO  
If NO, please list the address where you would like to receive official correspondence from the Association.

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**TITLE COMPANY OR THE ATTORNEY HANDLING THE CLOSING FOR THIS TRANSACTION**

*(VERY IMPORTANT: The Approval of the Application will be sent to them.)*

Name: \_\_\_\_\_ Phone \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**REALTOR INFORMATION**

Your Realtor's Name \_\_\_\_\_ Phone \_\_\_\_\_

Company Name \_\_\_\_\_ Email \_\_\_\_\_

*Villas of Lake Arbor, Clearwater, Florida*

**Please Initial Below To Acknowledge That You Understand And Agree To The Following:**

1. Villas of Lake Arbor is an "Age-Restricted 55+ Plus Community" under the Federal Fair Housing Act and Florida Civil Rights Act and accordingly

- a. I/We will not permit the unit to be occupied unless at least one person occupying the unit is 55 years old or older, listed on the deed and no one under the age of 18 shall reside in the unit.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

- b. I/We will only sell, lease, or otherwise transfer the unit to a single purchaser who is at least 55 years old or to two or more purchasers where at least one of those multiple purchasers is at least 55 years old.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

2. The unit shall not be used in any short-term shared or "interval ownership" manner between related or unrelated parties.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

3. I/We agree that, in the event I/We elect to lease the unit after the two (2) years of ownership agreement, the lease term shall not be less than one (1) year. In addition, I/we as owner(s) and the prospective leasee(s) will complete and submit to the Association an Owner Application For Lease Approval form and the required fees and documents.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

4. I/We understand an Insurance Binder is mandatory at closing. I also understand that all Living Units must show proof of insurance annually, at time of renewal, to the Property Management Company. HO3 for a Villa; HO6 for a Condo.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

5. **As A Villa Or Condominium Owner:** I/We understand that the property being purchased is subject to membership in a mandatory Homeowners Association known as Villas of Lake Arbor Community Association, Inc. The Villas Of Lake Arbor Community collects a Homeowners Association Fee payable monthly. By signing the application for approval of ownership, I/we accept and agree to pay the Community Homeowner Association Fees monthly as required by The HOA Governing Documents.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

6. **As A Condominium Owner Only:** I/We understand that the property being purchased is **also** subject to a membership in a mandatory condominium owner's association known as (one of the following):

Villas of Lake Arbor Unit 6A Condominium Association, Inc.

Villas of Lake Arbor Unit 6B Condominium Association, Inc.

Villas of Lake Arbor Unit 6C Condominium Association, Inc.

Villas of Lake Arbor Unit 6D Condominium Association, Inc.

Each Association collects a **separate** Condominium Service Fee, payable monthly. By signing the Application for Approval of Ownership, I/we accept and agree to pay the **separate** Condominium Service Fee as required by The Condominium Governing Documents.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

7. I/we are (in fact) the only person(s) involved in this transaction and will have sole interest in the property and avow that no other person(s) will have ownership or occupancy rights without the approval of the Board of the Villas of Lake Arbor.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

*Villas of Lake Arbor, Clearwater, Florida*

8. I/We am/are aware of and agree to abide by the Declaration of Covenants and Restrictions for Villas Of Lake Arbor and all amendments, the Articles of Incorporation, and the Bylaws of Villas Of Lake Arbor Community Association, Incorporated, in effect within the terms of my ownership. I/we acknowledge all of the above noted documents are recorded in the public records of the Pinellas County courthouse and I/we have received the documents from the Seller. Also, your real estate agent or title company may obtain the governing documents at HomeWiseDocs.com.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

9. I/We am/are aware of and agree to abide by the Rules of the Villas Of Lake Arbor and/or the Rules of the Condominium & Regulations (attached as pages 8 through 13) in effect within the terms of my ownership.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

10. I/We state the information provided in this application is given voluntarily and is true.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

11. I/We am/are aware of and agree to abide by the Pet Agreement on Page 7 attached hereto.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

12. I/We am/are aware of and agree that I/We will not begin outdoor property improvements until the Villas of Lake Arbor HOA notifies me in writing of their approval. If any change is made to the project that has not be approved, the Board has the right to demand removal of that unapproved portion of the project from the property or the return of the property to its previous state. To receive a full architectural application with directions, you may contact Resource Property Management.

Initial 1: \_\_\_\_\_ Initial 2: \_\_\_\_\_

This form, accompanied by a copy of all Applicant's driver's license, must be submitted fourteen (14) days before closing date for a timely approval. Return completed form to:

Resource Property Management  
28100 US Hwy 19 N, Suite 200  
Clearwater, Florida 33759  
Email: kmorris@resourcepropertymgmt.com  
Phone: 727-796-5900  
Fax: 727-796-5011

\_\_\_\_\_  
*Applicant Signature*

\_\_\_\_\_  
*Spouse/Co-Applicant Signature - IF ON THE DEED*

\_\_\_\_\_  
*Print Name Date of Birth*

\_\_\_\_\_  
*Print Name – IF ON THE DEED Date of Birth*

**BELOW FOR ASSOCIATION USE ONLY**

Date \_\_\_\_\_

New Owner Resident Application Approved by: \_\_\_\_\_

Villas Of Lake Arbor HOA Board Member Approval

*Villas of Lake Arbor, Clearwater, Florida*

**PET APPLICATION / AGREEMENT  
VILLAS OF LAKE ARBOR ASSOCIATION, INC.  
FOR VILLAS, CONDOMINIUMS A, B AND D ONLY**

**NOTE: CONDOMINIUM BUILDING 6C (2040 Lakeview Drive) DOES NOT ALLOW PETS**

Property Address: \_\_\_\_\_

Will there be a pet occupying the Unit? \_\_\_\_ Yes \_\_\_\_ No

(If yes, weight of pet fully grown) \_\_\_\_\_

Describe type/breed of pet: \_\_\_\_\_

- Owner shall provide proof of compliance with state and local requirements for licensing and rabies vaccination.
- All pets must be approved in advance by The Board of Directors.
- This pet agreement must be signed by applicant(s).
- Pet processing fee of \$25.

No more than One Dog or One Cat or other domestic animal weighing not more than twenty-five (25) pounds at maturity may be permitted to be kept within each living unit upon written approval of the Association. In granting or denying applications, consideration shall be given to the size and type of pet and other relevant circumstances to determine its suitability to community living and the likelihood of disturbance to others.

Any pet which disturbs, annoys, threatens or harms persons or damages property within the community shall be deemed a nuisance and may result in the Association requesting removal of the pet. If the Association shall find any pet animal to be objectionable or detrimental to the rights and interests of other occupants, it shall so notify the owner, and they shall have two (2) weeks to remove the pet from the community. If they shall fail to do so, they shall be in violation of these Rules and Regulations and the Association shall thereupon have full authority to compel the eviction and removal of the pet by any lawful means.

By keeping a pet within the community, the pet owner assumes full and total responsibility for all injuries, damages, costs and expenses caused by the pet to any part of the Association's property. Pets, including those belonging to visitors, shall be leashed and leash always held by an individual and under control while the pet is outside of the unit and within the common areas. Pet owners shall remove and properly dispose of all excrement from these areas. No other animals may be raised or kept by any owner, and no more than one pet may be kept by an owner.

\_\_\_\_\_  
Buyer Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer Signature

Date: \_\_\_\_\_

\*\*\*\*\*  
FOR PROPERTY MANAGEMENT COMPANY ONLY

Received State License: \_\_\_\_ Yes or \_\_\_\_ No      Received Proof of Rabies Vaccination: \_\_\_\_ Yes or \_\_\_\_ No

Date Received: \_\_\_\_\_

Villas Of Lake Arbor HOA Board Member Approval Signature: \_\_\_\_\_

## **If You Are Purchasing A Villa, Please Read And Sign These Rules And Regulations For A Villa.**

The following rules and regulations have been adopted by the Association and are required to be observed by all residents and guests. Provisions for their strict enforcement are established in the Declaration to which these rules are attached.

1. Noise levels must be kept within acceptable standards at all times, and during the hours of 11:00 pm through 9:00 am. Conversation levels and volume levels of electronic equipment and musical instruments must be kept so that the same cannot be heard outside the living unit.
2. The Association will be responsible for regular care and maintenance of the common areas and the front and side yard areas of each lot. Any extraordinary maintenance to these areas caused by the negligence or misconduct of an occupant shall, however, be assessed against the lot owner. Owners shall be responsible to maintain the rear yard areas of their lots in a neat and slightly appearance at all times. Failure to do so shall entitle the Association to all rights and remedies provided for in the Declaration.
3. Occupants may make additional plantings within their respective lot areas, but maintenance and damage to such plantings shall not be the responsibility of the Association or its Management Contractor. No plantings may be made within the Common Area except by the Association or its Management Contractor.
4. Porches, patios and yards shall not be used for the storage of personal property, or for hanging or cleaning garments or other household items. No drying of laundry will be permitted outside of the living units. These areas must be kept in a clean and neat appearance at all times, whether or not they are enclosed.
5. Each living unit may be used as a residence for one (1) family containing no persons under the age of eighteen (18) years, and for no other purpose whatsoever. Children under the age of eighteen (18) are welcome in the community as guests not to exceed 21 days or nights per 12 month period, and there is no desire to restrict their normal activities. Nevertheless, children are required to observe the same restrictions as apply to adults, and adult residents with whom children are visiting will be held responsible for the children's observance of these rules and regulations.
6. No more than One Dog or One Cat or other domestic animal weighing not more than twenty-five pounds (25) at maturity may be permitted to be kept within each living unit upon written approval of the Association. In granting or denying applications, consideration shall be given to the size and type of pet and other relevant circumstances to determine its suitability to community living and the likelihood of disturbance to others. Any pet which disturbs, annoys, threatens or harms persons or damages property within the community shall be deemed a nuisance and may result in the Association requesting removal of the pet. If the Association shall find any pet animal to be objectionable or detrimental to the rights and interests of other occupants, it shall so notify the owner, and he shall have two (2) weeks to remove the pet from the community. If he shall fail to do so, he shall be in violation of these rules and regulations and the Association shall thereupon have full authority to compel the eviction and removal of the pet by any lawful means. By keeping a pet within the community, the pet owner assumes full and total responsibility for all injuries, damages, costs and expenses caused by the pet to any part or to the Association property. Pets, including pets belonging to visitors, shall be leashed with the leash held by an individual and under control at all times while the pet is outside of the unit and within the common area and shall only be walked in areas designated by the Association for this purpose. Pet owners shall remove all excrement from these areas, as and when left by the pet and properly dispose of same. No other animals may be raised or kept by any owner, and no more than one pet may be kept by any owner. Pet owner will provide proof of compliance with state and local requirements for licensing and rabies vaccination.



## *Villas of Lake Arbor, Clearwater, Florida*

7. No antennas may be installed upon the exterior of any buildings without the prior written consent of the Association and compliance with the applicable section of the Declaration of Covenants and Restrictions. Except as otherwise provided herein, no signs advertising or notices of any kind shall be displayed on the exterior of any living unit, nor shall the same be posted or displayed in a manner as to be visible from the exterior of any unit. This prohibition shall expressly apply to "For Rent" or "For Sale" signs. Notwithstanding the foregoing, the owner may place one professionally lettered, real-estate sign no larger than eighteen inches by twenty-four inches on the owner's property announcing an open house when a unit is for sale. Open house signs may be displayed only on Saturdays or Sundays and then only from 1:00 pm through 4:30 pm on the day of the open house. No balloons, streamers, or other ornamentation may be attached to the sign or to the signpost. Additionally, each unit owner may identify their living unit by a name plate of a type and size approved by the Association or its Management Contractor and mounted in an approved place. Estate sale signs, no larger than eighteen inches by twenty-four inches, may be displayed only on Saturdays or Sundays and then only from 9:00 am through 5:00 pm on the day of the sale and are not allowed without prior Board approval. Only one sign in front of the Owner's unit is allowed. No balloons, streamers, or other ornamentation may be attached to the sign or to the signpost. An estate sale constitutes a liquidation of an estate for one who is deceased. The installation of one satellite dish per household will be allowed and approved after the appropriate application is submitted to the Board of Directors of the Villas of Lake Arbor Association, Inc. The satellite dish may not exceed 18 inches in diameter and must not be installed on common grounds. All villas must attach the dish to their own unit; with responsibility of expenses belonging to the villa owner. The installation to begin after you have received the written reply of the approval.
8. Garbage and trash shall be disposed of only in areas designated for such by the Association. Garbage is to be put out the day of removal, not the night before. Unit owners are responsible for advising their contractors to remove all debris from the property at the end of each day. Community trash pickup is on Monday and Thursday outside of your unit. Dumpster pickup is Monday, Wednesday and Friday.
9. The Association has the exclusive authority to determine the exterior appearance of all Buildings. No owner or occupant shall make any exterior repair, modification or painting without the prior written approval of the Association. No exterior enclosures, storage sheds or other structures whatsoever may be installed in, or constructed upon, the lots or common areas.
10. The care and maintenance of the common areas has been contracted through a management contractor. No owner or occupant shall attempt to direct, supervise or assert any control whatsoever over the employees of the Management Contractor, or to otherwise interfere with the contractor's maintenance responsibilities. All requests for service, care and maintenance of the Common Areas shall be made to the Association or its Management Contractor in writing.
11. All official notices of the Association shall bear the signature of an officer and the official seal of the Association, or in the alternative, the Management Contractor. No member shall make, circulate or post notices of any kind or type whatsoever, which purport or represent to be an official notice of the Association or its Management contractor. Notices of a social nature may be freely circulated. However, such notices must bear the signature of the party circulating the same, and such party shall be fully responsible for their contents.
12. The Recreation Facilities within the common areas of the Villas of Lake Arbor must be used in a manner that will respect the rights of all community residents. Use of the Recreation Facilities will be controlled by rules and regulations issued from time to time by the Association and posted at the facilities.
13. Commercial/recreational vehicles owned by a resident or vendor may not be parked overnight in VOLA. Occupants shall park their vehicles only in spaces or driveways which are available for use in connection with their living unit. No occupant's vehicle shall be parked in the common roadways or in such a manner as

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to impede or prevent ready access to another occupant's parking space or driveway. Occupants must not permit their guests, tenants, licensees or invitees to park vehicles in the driveways or parking areas of other owners.

Driveways, carports and parking areas are intended for parking of transportation vehicles and shall not be used for the storage of recreational vehicles, equipment or craft, or repair of servicing vehicles. No commercial vehicles shall be parked within the community, except for that reasonable time required to allow the owner or operator of the commercial vehicle to make a delivery, provide a service, or otherwise conduct their business transaction. A commercial vehicle is any vehicle that bears the name, logo, coloring, tools, stock or equipment reflecting the trade, business or occupation of the vehicle. The term 'commercial vehicle' does not include any governmental vehicle, emergency vehicle, or military vehicle. Commercial vehicles found in violation of the foregoing are subject to be towed from the property at the owner's expense after prior notice to the owner.

14. A unit owner within the Villas of Lake Arbor may not lease his or her unit for the initial 24 months of ownership. After owning a unit for a period of 24 months, a unit may be leased in accordance with the following restrictions. In the event of a proposed lease of unit, the owner shall submit a copy of the lease and such other information as the Board may reasonably require for consideration and approval by the Board. Submission of all such information shall be at least fourteen (14) days prior to the inception of the lease. The Association shall approve or deny the proposed lease within fourteen (14) days of the submission date of the fully completed lease and application form and such other information as reasonably requested by the Board of Directors. The Association may consider a lessee's conduct with compliance with the governing documents and rules and regulations of the applicant's prior place of residence along with the applicant's criminal background. All leases shall be for a term of not less than one year. If a lessee vacates the unit prior to the end of the said one-year period, a new lease application will not be accepted unless written approval is given by the Board of Directors prior to the signing of the lease. An exception of the foregoing shall be in the case of inheritance from an owner. In such cases, the heir or beneficiary shall not be precluded from renting the unit for the initial two year holding period.
15. No fences, walls or hedgerows may be constructed upon any lot without the prior written approval of the Board of Directors, except those which have been initially constructed by the developer.
16. The carport assigned to each unit, if any, shall be maintained in a good state of repair and appearance at all times by the unit owner. Failure to do so shall entitle the Association to all rights and remedies provided for in the Declaration.

I/We am/are aware of and agree to abide by the Villas of Lake Arbor HOA Villas Rules and Regulations as stated.

### **If You Are Purchasing A Condominium, Please Read And Sign Rules And Regulations For A Condominium Starting On Page Eleven (11).**

\_\_\_\_\_  
Buyer Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Villas Of Lake Arbor HOA Board Member Approval Signature

Date: \_\_\_\_\_

## **If You Are Purchasing A Condominium, Please Read And Sign These Rules And Regulations For A Condominium.**

The following Rules and Regulations have been adopted by the Association to assure residents that the condominium property will be used in a manner providing the greatest benefit and enjoyment for all persons. These Rules and Regulations are required to be observed by all residents and guests, and provisions for their strict enforcement are established in the Declaration of Condominiums and under the laws of the State of Florida.

1. Noise levels must be kept within acceptable standards at all times, and during the hours of 11:00 pm through 9:00 am. Conversation levels and volume levels of electronic equipment and musical instruments must be kept so that the same cannot be heard outside the apartment. **Check with your building board to see what type of floors you are allowed to have installed. All new floors must be approved by each condo building board before installation begins.**
2. Each occupant shall be required to maintain their apartment in good condition and repair at all times. Occupants are reminded that the grounds outside of the condominium are community property owned by the Villas of Lake Arbor Community Association and do not belong to the adjoining apartment owner. Occupants shall not store or otherwise leave their personal property lying around these grounds.
3. Occupants are not allowed to make any plantings on any grounds surrounding the condominium.
4. Porches, patios and courtyards shall not be used for the storage of personal property or for hanging or cleaning garments or other household items. No drying of laundry will be permitted outside of the apartments or in the courtyards or patios. Balconies and patio areas whether enclosed or not, must be kept in a clean and neat appearance at all times. **No storage of grills on patios or balconies.** Remove BBQ grills at least 10 feet away from the premises when in use. NFPA Code 1:10.10.6.1 requires that grills shall not be used on any balcony or within 10 feet of any structure.
5. Each apartment may be used only as a residence for one family containing no persons under the age of eighteen (18) years, and for no other purpose whatsoever. Children under such age are welcome in the condominium as guests not to exceed 21 days or nights per 12-month period, and there is no desire to restrict their normal activities.

### **PET RULES FOR CONDOMINIUMS:**

#### **➤ 6A (2050 Lakeview Drive), 6B (2070 Lakeview Drive), and 6D (2020 Lakeview Drive)**

6. No more than One Dog or One Cat or other domestic animal weighing not more than twenty-five pounds (25) at maturity may be permitted to be kept within each living unit upon written approval of the Association. In granting or denying applications, consideration shall be given to the size and type of pet and other relevant circumstances to determine its suitability to community living and the likelihood of disturbance to others. Any pet which disturbs, annoys, threatens or harms persons or damages property within the community shall be deemed a nuisance and may result in the Association requesting removal of the pet. If the Association shall find any pet animal to be objectionable or detrimental to the rights and interests of other occupants, it shall so notify the owner, and he shall have two (2) weeks to remove the pet from the community. If he shall fail to do so, he shall be in violation of these rules and regulations and the Association shall thereupon have full authority to compel the eviction and removal of the pet by any lawful means. By keeping a pet within the community, the pet owner assumes full and total responsibility for all

## *Villas of Lake Arbor, Clearwater, Florida*

injuries, damages, costs and expenses caused by the pet to any part or to the Association property. Pets, including pets belonging to visitors, shall be leashed with the leash held by an individual and under control at all times while the pet is outside of the unit and within the common area and shall only be walked in areas designated by the Association for this purpose. Pet owners shall remove all excrement from these areas, as and when left by the pet and properly dispose of same. No other animals may be raised or kept by any owner, and no more than one pet may be kept by any owner. Pet owner will provide proof of compliance with state and local requirements for licensing and rabies vaccination.

### ➤ **6C (2040 Lakeview Drive)**

6. As per Article VIII of the Declaration of Condominium document, no pets or animals of any kind shall live in permanent residence in Condo Building 6C.
7. No antennas may be installed upon the exterior of any building. Except as otherwise provided herein, no signs, advertising, or notices of any kind shall be displayed on the exterior of any living unit, nor shall the same be posted or displayed in a manner as to be visible from the exterior of any unit. This prohibition shall expressly apply to "For Rent" or "For Sale" signs. Open house signs may be displayed only on Saturdays or Sundays and then only from 1:00 pm through 4:30 pm on the day of the open house. No balloons, streamers, or other ornamentation may be attached to the sign or to the signpost. Additionally, each unit owner may identify their living unit by a name plate of a type and size approved by the Association or its Management Contractor and mounted in an approved place. The installation to begin after you have received the written reply of the approval. Estate sale signs, no larger than eighteen inches by twenty-four inches, may be displayed only on Saturdays or Sundays and then only from 9:00 am through 5:00 pm on the day of the sale and are not allowed without prior Board approval. Only one sign in front of the Owner's unit is allowed. No balloons, streamers, or other ornamentation may be attached to the sign or to the signpost. An estate sale constitutes a liquidation of an estate for one who is deceased.
8. Garbage and trash shall be disposed of only in areas designated for such by the Association. Garbage is to be put out the day of removal, not the night before. Unit owners are responsible for advising their contractors to remove all debris from the property at the end of each day. Community trash pickup is on Monday and Thursday outside of your unit. Dumpster pickup is Monday, Wednesday and Friday.
9. The Condominium Association has the sole responsibility for the maintenance and repair of the apartment building, except for interior portions. No owner or occupant shall make any exterior repair, modification or painting without the prior written approval of the Condominium Association or the Management Contractor. No exterior enclosures, patios, storage sheds or other structures whatsoever may be installed in or constructed upon the common areas or within the patio areas or balconies.
10. The care and maintenance of the condominium property has been contracted through a Management Contractor. No owner or occupant shall attempt to direct, supervise or assert any control whatsoever over the employees of the Management Contractor or to otherwise interfere with the contractor's maintenance responsibilities. All requests for service, care and maintenance of the condominium property or the recreational areas shall be made to the Management Contractor in writing.
11. All official notices of the Association either shall bear the signature of an officer and the official seal of the Association, or in the alternative, the Management Contractor. No member shall make, circulate or post notices of any kind or type whatsoever which purport or represent to be an official notice of the Association or its Management Contractor. Notices of a social nature may be freely circulated. However, such notices must bear the signature of the party circulating the same, and such party shall be fully responsible for their contents.

*Villas of Lake Arbor, Clearwater, Florida*

12. The recreation facilities and common areas with the Villas of Lake Arbor community will be used in such manner as will respect the rights of all community residents. Use of the recreational facilities will be controlled by rules and regulations issued from time to time by the Community Association. In general, the use of the recreational facilities will be prohibited from Dusk to Dawn.
13. Commercial/recreational vehicles owned by a resident or vendor may not be parked overnight in VOLA. Occupants shall park their vehicles only in spaces or driveways which are available for use in connection with their condominium apartment. No occupant's vehicle shall be parked in the common roadways or in such a manner as to impede or prevent ready access to another occupant's parking space or driveway. Occupants must not permit their guests, tenants, licenses or invitees to park vehicles in the driveways or parking areas of other owners. Driveways, carports and parking areas are intended for parking of transportation vehicles and shall not be used for the storage of recreational vehicles, equipment or craft, or repair of servicing vehicles. No commercial vehicles shall be parked within the community, except for that reasonable time required to allow the owner or operator of the commercial vehicle to make a delivery, provide a service, or otherwise conduct their business transaction. A commercial vehicle is any vehicle that bears the name, logo, coloring, tools, stock or equipment reflecting the trade, business or occupation of the vehicle. The term 'commercial vehicle' does not include any governmental vehicle, emergency vehicle, or military vehicle. Commercial vehicles found in violation of the foregoing are subject to be towed from the property at the owner's expense after prior notice to the owner.
14. Each owner has the right to lease their apartment as he shall desire, provided that the proposed purchaser or tenant if first approved by the Condominium Association or its Management Contractor, and subject to the terms and conditions of the Declaration of Condominium. However, no condominium apartment may be rented for a period of less than one year's duration, and each new tenant shall be bound by all of the provisions of the Declaration of Condominium and Declaration of Covenants and Restrictions. An exception of the foregoing shall be in the case of inheritance from an owner. In such cases, the heir or beneficiary shall not be precluded from renting the unit for the initial two- year holding period.
15. The Association is granted the power to enforce all provisions of the Declaration and these Rules and Regulations directly against any tenant occupying a unit including the power to evict any tenant who fails to comply therewith.
16. The carport assigned to each unit, if any, shall be maintained in a good state of repair and appearance at all times by the unit owner. Failure to do so shall entitle the Association to all rights and remedies provided for in the Declaration.

I/We am/are aware of and agree to abide by the Villas of Lake Arbor HOA Condominium Rules and Regulations as stated.

**If You Are Purchasing A Villa, Please Read And Sign Rules And Regulations  
For A Villa Starting Of Page Eight (8).**

\_\_\_\_\_  
Buyer Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Villas Of Lake Arbor HOA Board Member Approval Signature

Date: \_\_\_\_\_