

# **RULES AND REGULATIONS FOR VILLAMAR CONDOMINIUM ASSOCIATION, INC**

**Revised, approved, reissued  
March 15, 2021  
Supersedes All Others**

The Rules and Regulations hereinafter set forth shall apply to and be binding upon all Condominium owners. The unit owners are responsible for compliance with said Rules and Regulations for themselves, residents, tenants, and guests. The Board of Directors for the Condominium Association reserves the right to make additional Rules and Regulations as may be required from time to time.

Villamar is operated as a 55+ community, a status which exempts the Association from the familial status requirements of the Fair Housing act when the Association's governance is in compliance with HUD'S regulations regarding 55+ and older housing as specified by the Fair Housing Amendment act of 1988 and further amended by the Housing for Older Persons Act of 1995 which among other things removed the requirement that "significant facilities and services" need to be provided. This can be found at 24 CFR Part 100. Subpart E.

**As of the date of these Rules and Regulations an owner who acquires Title by purchase, inheritance or any other means to an Apartment in Villamar Condominium Association Inc. are prohibited from renting the Apartment for a period of twenty four (24) months.**

Glossary: The following terms are used throughout this document. They are defined as follows:

- a. Owner: The person or persons named on the title or deed of the Villamar Condominium unit.
- b. Resident(s): Permanent occupant(s) staying in a Villamar Condominium unit with the approval of the owner(s).
- c. Tenant(s): Non-permanent occupant(s) of a Villamar Condominium unit who are renting, or leasing the unit from the unit owner(s).
- d. Guest(s): Family member or friends of the owner(s), resident(s), or tenant(s), residing in a Villamar Condominium unit on a temporary basis.

## I. MAINTENANCE PAYMENTS:

1. **Maintenance payments are due on the first of each month. A grace period of nine (9) days is allowed for unanticipated circumstances. The assessment becomes delinquent after the tenth of the month, at which time there is a ten (10) percent late charge.**

2. Liens will be filed after ninety days and will not be released until payment is made in full, including late charges and legal costs.

## II. GENERAL RULES AND REGULATIONS:

1. Complaints regarding the management of the condominiums and grounds or regarding actions of other owners shall be made in writing to the Board of Directors of the Condominium Association and must be signed and dated.

**These complaints should be deposited in the Villamar Condominium Mailbox #100 , or emailed to villamar100board@outlook.com.**

2. Prospective new owners or tenants must be approved by the Board of Directors of the Condominium Association prior to the finalizing of any contractual agreement. A properly completed Villamar Application Form plus a one-time processing fee must be submitted to the board for a screening appointment.

The prospective tenant must provide a copy of the proposed condominium rental, or lease agreement, to the Villamar Condominium Association Screening Committee at the time of the screening meeting.

3. All damages to condominiums, buildings, recreational facilities, or other common or limited common areas, caused by owners, residents, tenants, or guests shall be paid for by the apartment responsible owner.

4. **All owners must deposit a front door key or security code with the Condominium Association.** In an emergency situation, The Board of Directors has the authority to enter any condominium unit. In all other cases, entry will be made only by prior arrangement.

5. Occupancy of each condominium unit at Villamar shall be limited to no more than 4 eligible residents or tenants, or the number of names on a lease, whichever is the lesser. Board of Directors approval is required for any resident needing full-time, in-residence health care support and that health care provider must be twenty-one (21) years of age or older.

6. Children under the age of eighteen (18) are not permitted to reside at Villamar except as guests accompanied by an adult guest, the owner, resident, or tenant.

7. An owner, or resident, may permit adult guests (25 years or older in age) to occupy his condominium unit when they are not in residence for a period not to exceed 15 days within any given 6 month period. This same time and frequency guideline also applies to owners under the age of 55, who are not yet allowed to occupy their units fulltime until one of them reaches the age of 55. In either case, the owner is required to inform the Board of Directors in advance, whenever this happens, giving names, relationships and length of stay.

8. Leases, or rentals, at Villamar are not permitted for a period of less than three consecutive months and no subletting by the tenant will be permitted. A guest may not occupy a condominium when the tenant is not in residence. A guest of a tenant may not occupy a condominium for more than two weeks within a 6 month period.

9. It is the intent of the Villamar Condominium Association that the condominium property be free of all pets, at all times, with the exception of birds, fish, and "properly documented" service or assistive animals.

In the case of service or assistive animals, the Board of Directors must approve a requested exemption after review of both an "Assistive/Service Animal Application Form" and a "Verification of Medical Necessity Form" provided by the Board of Directors upon such a request. Such approval must be made in advance and be re-approved on an annual basis thereafter.

Additionally, the unit owner must have written proof that the requested animal meets all state and local licensing and vaccination requirements.

At all times, when the animal is out of the unit on condo association property, it shall be held by a collar or leash, not to exceed 10 ft in length. The owner must assume the responsibility for the animal being quiet, must clean up after the animal, and is financially responsible for any property damage caused by the animal.

10. Fines may be imposed on condominium unit owners if violation of rules continues after due warning in accordance with the By-Laws.

11. Villamar condominium owners must be responsible for their units whether they are in residence or not. When owners, residents, or tenants are going to be away for an extended period of time, they must turn off water, clear refrigerator and remove all objects from screened or unenclosed patios or balconies. Further, owners must have their units inspected on at least a quarterly basis by a proxy to ensure their condominium is secure. The Board of Directors shall have the authority to maintain compliance of the above rules and take appropriate action if the owner is not available.

12. Our condominium roofs are susceptible to damage when workers need to access the roof areas (e.g. HVAC and dryer vent work). Any damage to the roof can cause water leaks to occur inside the condominium buildings. Therefore, it is imperative that the roof is inspected before, and after, each visit by service personnel.

Owners are required to notify the Condominium Association in advance of roof work to be done. Notification shall be made in writing to the Board of Directors of the Condominium Association and must be signed **and dated**. **These notifications should be deposited in the Villamar Condominium Mailbox #100 or emailed to villamar100board@outlook.com.**

Service personnel must also be notified in advance by the owner that they will be held responsible for any damages to the roof. It is the intent of the Condominium Association to have service providers pay for any damages. If this notification policy is not followed, any required repairs for damages made by service personnel shall be paid for by the responsible owner.

13. No owner, resident, tenant, or guest shall permit noises that disturb the comfort and convenience of others.

14. Use of trash containers and recycle bins is limited to the hours of 8:00 AM to 8:00 PM. Construction materials, painting materials, computers, printers, TVs, furniture, and all electrical appliances (large and small) are not permitted in our trash containers and must be disposed of at municipal sites for this purpose. Cardboard boxes must be collapsed before placing in our trash containers.

15. All vehicles must be parked with front end facing the building. No vehicle shall be parked in such manner as to impede or prevent ready access to another owner's space.

16. Automobiles, Station Wagons, Minivans, SUV's, and other comparable vehicles designed as passenger vehicles with factory designed and installed windows completely surrounding the vehicle will be permitted to park on Condominium property. Convertible automobiles are permitted.

The following types of vehicles will not be permitted: Trucks, Cargo Vans, Pickup Trucks, Buses, Vans exceeding (7) passenger capacity, Military Type Vehicles (open or closed bodies). Also Prohibited are Campers, Trailers, Boats, Motor Cycles, Recreational Vehicles, Motor Homes, Incomplete Automobiles, Scooters, Mopeds, or other vehicles not described as permitted.

No commercial signs are permitted on approved type vehicles. Trucks and service vans are permitted for the duration of the service visit, but not to park overnight. Approved Type vehicles which are parked on Condominium property must be in running condition, licensed and registered to a guest or resident. No owner, resident, tenant, or guest will cause or permit the blowing of any horn from any vehicle of which his guests or family shall be occupants approaching or upon the condominium property.

17. No outdoor grilling is permitted except on the outdoor grills provided by the Association. The user is responsible to clean the grills while they are hot, after each use. No grilling is ever permitted on a porch or balcony.

18. The exterior of the condominiums and all other areas appurtenant to a condominium shall not be painted or modified by any owner in any manner without prior consent of the Condominium Association. All front door replacement screen doors or security doors should be brown or bronze in color.

19. There shall be no shaking, drying, or hanging items: rugs, towels, mops, etc. from windows or balconies. Each owner shall keep the exterior of the condominium in a good state of cleanliness. No owner shall sweep, throw or eject or permit to be swept, thrown or ejected any dirt or other substance, whether solid or liquid, from the doors, windows or balconies of the condominium unit.

**20. No boats, baby carriages, toys, shopping carts, or similar vehicles shall be allowed to stand in any of the driveways, parking areas, sidewalks, stairways, entranceways or common areas. Bicycles must not impede pedestrian traffic through the common area. All bicycles must be in good working order.**

21. No awnings, window guards, light reflective materials, window ventilators, window fans, or window air-conditioning devices shall be used in or about a condominium except those approved by the Board of Directors. All glass and screening replacement must be approved by the Board.
22. No planting of shrubs, trees, or plants shall be done without approval of the Board. Any unit owner supplied landscape must be consistent with any Landscape Committee guidelines. Unit owners are not to provide landscaping or pruning direction to hired landscape personnel.
23. No owner shall be allowed to put a nameplate on any entryway of a condominium except placed on the front door in an area not to exceed 2 inches x 4 inches.
24. No owner shall use, or permit to be brought into the condominiums any flammable oils, or fluids such as gasoline, kerosene, naphtha, benzene or other explosives deemed extra hazardous to life, limb, or property.
25. No sign, notice, advertisement, or decoration shall be inscribed or exposed on, at, or from any window, balcony or other part of the condominiums, except such as shall have been approved in writing by the Condominium Association. Nor shall anything be projected out of any window in the condominiums without similar approval.
26. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominiums or the roof thereon.
27. No feeding of wildlife (fowl and animal) is permitted on Villamar's common property.
28. The use of the recreational facilities shall be at the risk of those involved.
- 29. Soundproofing material must be included when installing floor tiles in second floor apartments. Floor/ceiling assemblies shall have an impact insulation class (IIC) rating of not less than 50 (45 if field tested) when tested in accordance with ASTM E 492.**

**30. Before installing floor finishes to apartment lanais, owners must receive written approval from the Board of Directors. Decorative Concrete Epoxy Chattahoochee floors are not allowed.**

### **III. GUESTS:**

Villamar is not a resort. Owners, residents, and tenants have priority in using all facilities. Guests are welcome and expected to observe all rules.

1. Owners will be held responsible for the conduct of their residents, tenants, and guests.
2. Owners, residents, and tenants must inform their guests regarding the rules, particularly those relating to the pool, the recreation areas, and the parking facilities.
3. If owners, residents, tenants, or guests continue to violate rules after adequate warning, the condominium unit owner can be fined.
4. Condominium unit owners, residents, tenants, or guests are limited to a reasonable number of guests. The Board of Directors has the power to define the term "reasonable".
5. No visiting pets are permitted.

### **IV. USE OF THE CLUBHOUSE:**

The clubhouse is for the use of all residents of Villamar and they can have private use of the Clubhouse on occasions subject to the following procedures:

1. Anyone reserving the Clubhouse for private use will be held responsible for repairs or replacement of any items damaged in or to the Clubhouse and for cleanup of the facilities.
2. The Chairman of the recreational committee will inspect the facility after each party to ensure compliance with the rules and regulations and report same to the Board of Directors. All damages caused by owners, residents, tenants, or guests shall be paid for by the responsible owner. This includes any required cleanup.

3. Wet bathing suits and wet bare feet are not permitted in the Clubhouse except the restroom area, with entry via the side door.

4. Private use of the Clubhouse does not include private use of the pool.

#### V. USE OF THE POOL:

The pool is for private use by owners, residents, tenants, and guests. There are additional restrictions for guests outlined in this document.

1. Pool hours: 6:00 AM until 11:00 PM.

2. All persons using the pool do so at their own risk.

3. All persons must shower before entering the pool.

4. Pool guests, while at the pool, must be accompanied by the owner, resident, or tenant they are visiting at all times.

5. Children under twelve (12) years of age must be accompanied and closely supervised by their parent or guardian. Children under three (3) years of age, or not toilet trained are not permitted in the pool. Pool is closed to children under the age of fourteen (14) after 8:00 PM.

6. No diving or jumping permitted.

7. No running on pool deck.

8. Absolutely no pets, bicycles, or skates are allowed in or around the pool or Clubhouse area.

9. Bathing suits are required.

10. No floating objects, other than a life preserver, and "noodles" are allowed.

11. No food or drink is allowed in the pool or on the pool curb.

12. Glass or breakable containers are not permitted in or around the pool area.



13. Persons with infections, incontinence or contagious health conditions such as colds, fungus, skin diseases, rash and the like, must not use the facilities.

14. Chemicals used for cleanliness in the pool may be harmful to some people's eyes or skin. Use of the pool by people who are susceptible to these chemicals is done so at their own risk. Any contamination of the pool by an owner, resident, tenant, or guest, requiring the draining of the pool to correct the problem will be done so at the owner's expense.

15. The pool may not be reserved for private pool parties.

16. Cover chairs or chaise lounges with towels to prevent staining them by chemical reaction of water, lotions, etc.

17. When leaving the pool area close umbrellas, replace chairs and lounges and **remove any trash.**

18. Additional rules for use of the pool (e.g. swimming and safety) are posted at the pool and must be followed at all times.

19. Smoking and vaping are **PROHIBITED** within the fenced area of the pool.

## VI. SHUFFLEBOARD:

1. The courts are open from 9:00 AM until dark.

2. At no time shall anyone walk on the playing surface of the courts.

3. Children under twelve (12) years of age will be permitted on the courts only if accompanied by parents or another adult resident who will closely supervise them. All damages caused by owners, residents, tenants, or guests shall be paid for by the responsible owner.

4. At conclusion of play, all equipment must be returned to its proper place of storage.

Your full cooperation with these Rules and Regulations will be appreciated. Any violation of these rules will be dealt with on an individual basis.

THE BOARD OF DIRECTORS  
VILLAMAR CONDOMINIUM  
ASSOCIATION, INC.

Signature\_\_\_\_\_

Albert Turo Jr.

Date\_\_\_\_\_

Signature\_\_\_\_\_

Osvaldo R. Priotti

Date\_\_\_\_\_