

# Sea Villa Apartments, Inc.

Managed by: SUNSTATE ASSOCIATION MANAGEMENT GROUP, INC.

5602 MARQUESAS CIRCLE # 103, SARASOTA, FL 34233

Office: (941) 870-4920

[www.sunstatemanagement.com](http://www.sunstatemanagement.com)

## HOUSE RULES AND REGULATIONS

Unit owners shall conform to and abide by the Declaration of Condominium, By-Laws, Rules and Regulations, and all amendments in regard to the use of the apartment and common elements which maybe adopted in writing from time to time by the Board of Directors, and shall see that all persons using the owner's property by, through or under him do likewise. These rules meet standards of the Florida Condominium Laws and Florida Administrative Code.

1. Exclusively one-family residential dwellings.
2. No business or trade allowed.
3. No signs of any kind will be permitted.
4. Notices are to be posted only by the Association.
5. Occupancy in any apartment is not to exceed six persons (adults and children).
6. Neither owners nor renters may rent rooms or accommodate transients.

## APPEARANCE

It is in the interest of all owners to maintain an attractive and uniform appearance. Every unit owner must maintain his apartment in good condition and repair.

Plan for any structural addition or alteration to an apartment must have written consent from the Board prior to implementation. This includes each apartment's lanai roof, which is the individual owner's responsibility to maintain. No addition or alteration to common elements is permitted.

## MONTHLY MAINTENANCE

Checks for monthly maintenance are due on the first day of each month

Checks should be made payable to:

Sea Villa Apartments, Inc.

c/o SMGI

PO BOX 18809

Sarasota, FL 34276

## SALE, RENTAL OR TRANSFER OF UNIT

No unit shall be sold, rented, leased or transferred (except for inheritance or to transferor's spouse) without the prior written approval of the Board of Directors. (Amended Declaration of Condominium 20.1 and 20.2)

Application for this approval must be in the hands of the Association Secretary at least ten (10) days prior to the commencement of the lease or rental period and at least twenty-five (25) days prior to the final closing of a sale or transfer.

Failure to comply will result in an invalid sale, lease, rental or transfer. Whenever possible, a quorum of the Board, with at least one Board member present in person and the balance by phone or in person, shall conduct the interview process. A photo ID is required to meet conditions of the designation of Housing Facility for Older Persons.

## LEASE OR RENTAL REGULATIONS

1. No units maybe rented for less than thirty (30) days.
2. No units maybe rented to persons under the age of 55. At least one of the renters must be 55 years or older. Photo ID is required for age verification.
3. No units maybe rented, leased or occupied by anyone under the age of sixteen years, except when an owner or a member of the owner's immediate family is in residence (Immediate family shall be limited to mother, father, daughters and sons of unit owners, only.)
4. No renters or visitors shall be allowed to have any pets in the apartments or on the common grounds.
5. Renters cannot sub-lease to a third party.
6. It is the unit owner's responsibility to notify any renters of the limited parking space assigned to them, as well as the restrictions on the type of vehicles allowed. **Document that the renter signs regarding bylaws / Rules? / ask for form**

**PLEASE NOTE:** Friends or relative (except immediate family) occupying any apartment while the owner is not in residence are subject to the same Rules and Regulations as renters except the following:

Prior written Board approval  
Minimum 30-day occupancy requirement.

If a unit is to be occupied ten days or longer, to insure legal and approved occupancy as well as conformity to the designation of housing facility for older persons, **it is essential that the Association Secretary or Sunstate Property Management, Inc. receive advance notice of the intended use if any unit by the owners or by friends or relatives of the owners.** This notice should be given ten (10) days in advance of occupancy and should include the number of occupants, age of each occupant and intended occupancy dates.

13.1. No Unit may be leased for a term of less than thirty (30) days. "Rent-sharing" and subleasing is prohibited. The Association's Board of Directors may refuse/prohibit re-leasing to a current or previous tenant who has violated the Condominium Documents, did not show proper respect for the Condominium Property or other Condominium occupants, or has engaged in any of the activity enumerated in Article 13.14 of this Declaration

13.2. The Board of Directors shall have the authority to approve all tenants, occupants, and leases and renewals or extensions thereof.

13.4. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit owner shall apply to the Association for approval of such tenant and lease. It shall be the duty of the Association to notify the Unit

owner of approval or disapproval of such proposed tenant and lease within fifteen (15) days after receipt of a complete application for lease on any prescribed form, completed with all required information, application fee, and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within that timeframe shall be deemed to constitute approval.

13.6. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease;

13.10. Assignment of Rent. In order to ensure a timely and complete payment of all Assessments, all Unit owners leasing their Units irrevocably assign to the Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Association are paid in full. **To the extent the Board of Director's requests a Unit owner to do so the Unit owner shall execute a separate assignment of rents agreement as a condition precedent to leasing his or her Unit.**

13.11 Application of Rents. All rents collected by the Association from a Tenant or Unit owner from this assignment shall be **applied first to past due interest, late fees and costs, attorney's fees, and then to the delinquent Assessment until all funds owed the Association are paid in full. Any funds that may be collected by the Association in excess of a Unit owner's obligation shall be remitted to the Unit owner by the Association within a reasonable amount of time.**

13.12 Association as Agent. Each Unit owner assigns to the Association the right to take legal action against any Tenant for the non-payment of rents to the Association pursuant to the assignment of rent authority provided herein, including the right to terminate the lease and evict the Tenant and all occupants.

13.17. FINES.

In addition to all other legal remedies available, as well as those provided in the Florida Condominium Act, the Association may levy reasonable fines against a Unit owner upon the failure of the owner, occupant, tenant, guest, licensee or invitee to comply with any provision of the Association's Condominium Documents or Rules or Regulations as the same currently exists or may subsequently be amended. **No fine shall exceed One-Hundred (\$100.00) Dollars** per violation nor shall any fine be levied except after giving 14-days advance notice for a hearing to the owner, and if applicable, its occupant, tenant, guest, licensee or invitee, in accordance with Section 718.303, Florida Statutes, as the same now exists or may be amended from time to time. **A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine in the aggregate shall exceed \$1,000.**

## **PARKING**

- 1. Occupants are entitled to the parking space designated for their unit only.**
- 2. Limited guest parking is available as designated on the driveway between buildings D & E.**

3. Motor homes, recreational or commercial vehicles, boats, trailers or campers cannot be parked on condominium property, with the following exceptions:
  - a. Delivery purposed
  - b. Moving personal items into and out of apartment.  
(Restricted to one 24-hour period.)
4. Except during any water shortages, owners or renters may wash their own cars only on the parking space for their unit.

## POOL RULES

The pool deck area is the area enclosed by the pool fence.

- a) Hours: **dawn to dusk (daylight hours)**. Set hours? Who enforces? How to document violations?  
ie 10am to 6pm Nov 1 to March 31
- b) Shower before entering the pool
- c) No animals on or around pool deck
- d) No food or drink on or around pool deck **inside fenced area**
- e) Maximum number of people in pool at one time is nine (9)
- f) No diving
- g) State law permits no obstructions in pool or pool area, including floats large toys, deck chairs, etc.
- h) Cut-off jeans not permitted in pool
- i) Pool and shower not to be used for personal hygiene
- j) Local guest must be accompanied by owner or renter they are visiting
- k) Last individual to use the pool must lock the gate

## MISCELLANEOUS

1. No personal belongings (bicycle, pool or patio chairs, floats etc) are to be stored in the common buildings or outside apartment.
2. No towels, clothing or articles of any kind are to be hung outside of an apartment or in public area.
3. Be considerate in use of laundry room. Furnish your own supplies, clean lint from dryer filter, and observe posted instructions. This laundry room is for residents of Sea Villa Apartments only.
4. **Garbage pickup is made early on Monday and Thursday morning mornings. If normal pickup falls on a major holiday, there will be no pick up until the next scheduled pickup day. If garbage is put out after the pickup has been made; the unit occupant responsible must bring it back to the unit until the next scheduled pickup.**
5. **Any suggestion, recommendations or complaints concerning maintenance, personnel, other occupants, etc. should be made to a Board member.**