

# **VENICE ISLE, A RESIDENTIAL COOPERATIVE**

## **Amended and Restated Rules, Regulations and Policies Effective May 18, 2021**

### **TABLE OF CONTENTS**

PREAMBLE

i

| <u>Section No.</u> | <u>Title</u>  | <u>Page No.</u> |
|--------------------|---|-----------------|
| 1                  | Definitions   | 1               |
| 2                  | General Rules   | 4               |
| 3                  | Maintenance Fees and Charges  | 8               |
| 4                  | Communications  | 9               |
| 5                  | Access Control  | 11              |
| 6                  | Members, Guests and Visitors  | 13              |
| 7                  | Subletting  | 16              |
| 8                  | Care of Home, Lot and Lawn Area   | 18              |
| 9                  | Service Animals   | 21              |
| 10                 | Pets and Wildlife   | 23              |
| 11                 | Amenities, Common Areas and Activities  | 25              |
| 12                 | Vehicles  | 33              |
| 13                 | Golf Carts and Scooters   | 35              |
| 14                 | Storage Compound  | 36              |
| 15                 | Laundry   | 37              |
| 16                 | Personal Injury; Loss or Destruction of Property  | 38              |
| 17                 | Complaints, Violations, Penalties and Fines   | 39              |
| 18                 | Flags and Signs   | 41              |
| 19                 | Venice Isle Maintenance Standards   | 43              |
| 20                 | Venice Isle Architectural Committee Mission,<br>Organization, Guidelines and Standards adopted<br>November 17, 2020 | 45              |

## PREAMBLE

**Minimum Age:** Venice Isle is a 55 and older community under the Federal Fair Housing Act and the Housing for Older Persons Act, as amended. Permanent occupancy of a Lot is restricted to two (2) adults, one of whom must be 55 years of age and older and the other no less than 45 years of age.

**Organization:** Venice Isle is organized in the cooperative form of ownership. It is comprised of 992 single-family residences (each a “Home”, and collectively, the “Homes”) situated on a designated portion of the real property of the Association (each a “Lot”, and collectively, the “Lots”) along with the common areas such as the streets, clubhouses, lakes and other amenities (the “Amenities”). The owner of the real property within Venice Isle is Venice Isle Home Owners, Inc. (“VIHO”), which is responsible for maintaining the Amenities, among other obligations. The right to use, occupy and enjoy a Home situated on a Lot is evidenced by a certificate (the “Membership Certificate”) and an assignment of the leasehold rights relating to that Lot pursuant to the Master Lease recorded in 1996.

VIHO is governed by the Master Lease and Bylaws as well as Section 719, Florida Statutes. VIHO is administered by a nine-member Board of Directors that is elected by the Members at VIHO’s annual meeting. The Directors serve on a voluntary basis, without remuneration, and each Director serves a three-year term. Terms are staggered so that each year an election is held to fill the positions of three Directors. To become a Director, you must be a Member or the person designated to vote on behalf of the Member designated on the Share.

The Board of Directors is empowered by the Master Lease, Bylaws and Florida law to make rules, regulations and policies which set forth basic standards with respect to the use of the Amenities, as well as other restrictions and conditions on the use and enjoyment of property in Venice Isle in general.

**Management and Operations:** All decisions regarding the operation of Venice Isle are made by the Board of Directors at regularly scheduled meetings held on the second and third Tuesdays of the month. Directors are not individually responsible for resolving the matters that come before the Board of Directors, and can only decide matters when a quorum of Directors is present for a meeting. Members are notified in a number of ways of the time, date and place of meetings of the Board of Directors.

While the Board of Directors is responsible for the major decisions affecting the property within Venice Isle, VIHO has engaged the services of a professional property manager to handle the day-to-day management of the Amenities. Any questions, comments or service requests should be directed to the Manager. The Manager’s contact information is found below.

**Statement of Values:** Venice Isle is a community in which cooperation, courtesy and respect for others is essential to ensure that all those entitled to use the Amenities have an equal opportunity to enjoy them. Cooperation, courtesy and respect not only promotes

Venice Isle Home Owners, Inc.

Rules, Regulations and Policies – Amended and Restated May 18, 2021

goodwill, but also could eliminate sources of complaint within our community. Our objective is to maintain high standards and quality of life.

In order to ensure consistent, orderly and impartial rules for the use and enjoyment of all property in Venice Isle, the Board has established the following Rules, Regulations and Policies. These Rules, Regulations and Policies set forth standards relating to the relationships among residents, the upkeep and maintenance of Lots and the Homes situated thereon, use of the Amenities and other matters. These are common sense Rules, Regulations and Policies, and they take into consideration the health, safety and comfort of all residents. We know you will find them reasonable and will cooperate by upholding them. Those who violate these standards are subject to sanctions, including suspension of their rights to use the Amenities.

Please keep these Rules, Regulations and Policies handy for reference as needed. If something arises that may not be covered in these Rules, Regulations and Policies, please do not hesitate to contact the Manager. If you transfer your ownership rights to your Lot and Home, you are responsible for providing a copy of these Rules, Regulations and Policies, as well as the Master Lease and Bylaws, to the person to whom you transfer your membership rights. Additional copies are available at the Office.

Thank you,

The Board of Directors  
Venice Isle Home Owners, Inc.

The Manager can be reached as follows:

U.S. Mail  
603 Roma Road  
Venice, FL 34285

Email  
manager@veniceislehoa.com

Telephone  
(941) 488-9648

## SECTION 1

### DEFINITIONS

For the purposes of these Rules, Regulations and Policies:

1. "Amenities" shall mean the improvements and common facilities located on the Common Areas as defined and described in the Master Lease, including but not limited to the streets, clubhouses, lakes, bocce, shuffleboard and tennis courts, Fitness Center, pools, spas and the like, as they may exist from time to time.
2. "Articles of Association" shall mean the Restated Articles of Association of the Association filed with the Secretary of State of the State of Florida on August 26, 2020, as amended from time to time.
3. "Assistance Animal" shall mean an animal that provides emotional support that alleviates one or more identified symptoms or effects of a person's disability.
4. "Association" shall mean Venice Isle Home Owners, Inc., the owner of Venice Isle and Landlord to Members.
5. "Board" shall mean the Board of Directors of the Association, as constituted from time to time.
6. "Bylaws" shall mean the Bylaws of the Association adopted by the Association on December 30, 1996, as amended from time to time.
7. "Carport" shall mean a covered cement slab attached to a Home that is sufficient in size to house an automobile.
8. "Common Areas" shall mean the common areas of Venice Isle as defined in Section 11 of the Master Lease, as amended from time to time.
9. "Family Member" shall mean the parents, grandparents, children, grandchildren, brothers, sisters and in laws (mother, father, sister, brother) of a Member.
10. "Florida Law" shall mean Chapter 719, Florida Statutes, and any other provision of applicable law, and judicial and administrative interpretations and applications thereof.
11. "Florida Room" shall mean an attached porch enclosed with glass or acrylic windows.
12. "Governing Documents" shall mean the Master Lease, Articles, Bylaws and these Rules, as they may be amended from time to time.
13. "Guest" shall mean a person who stays one or more nights with a Member or Renter but is not identified in the assignment of lease to a Member or in a lease agreement

Venice Isle Home Owners, Inc.

Rules, Regulations and Policies – Amended and Restated May 18, 2021

between the Member and a Renter, and who is not also a Permanent Occupant.

14. "Home" shall mean a manufactured home and its component parts situated on a Lot.
15. "Invitee" shall mean the Family Members, Guests, Visitors and any other persons who are in Venice Isle at the invitation of any Member or Renter.
16. "Lanai" shall mean an attached porch enclosed with screened or vinyl windows appurtenant to a Home.
17. "Lawn Area" shall mean any area of Venice Isle not covered with concrete or blacktop. Lawn area includes pavers, river rock or loose stone, etc., which has been added to a Lawn Area.
18. "Lot" means shall mean the real property described in an Assignment of Lease, identified by a Lot number and appurtenant to a Share, and all rights and interests associated therewith as set out in the Governing Documents.
19. "Manager" shall mean the person or entity engaged by the Association to administer and manage the daily operations and activities of the Association.
20. "Master Lease" shall mean the Master Form Proprietary Lease dated December 31, 1996, and recorded in Official Records Book 2925, Pages 2868, et seq., of the Public Records of Sarasota County, Florida, as amended from time to time.
21. "Member" shall be the person or persons owning a membership certificate issued by the Association pursuant to the Articles of Incorporation and Bylaws of the Association.
22. "Office" shall mean the Association's Administration Office located at 603 Roma Road, Venice, FL 34285.
23. "Permanent Occupant" shall mean any person who intends to occupy, or actually occupies, a Home and Lot for more than thirty (30) days in any 365-day period, and who is not a Guest.
24. "Permanent Occupancy" shall mean the occupation of a Home and Lot for more than thirty (30) days in any 365-day period.
25. "Pet" shall mean any animal companion that is not a Service Animal or Assistance Animal.
26. "Renter" shall mean an occupant of a Home in Venice Isle who is subletting from a Member and who has acquired the rights of a Member to use the Amenities.
27. "Rules" shall mean these Amended and Restated Rules, Regulations and Policies, as

Venice Isle Home Owners, Inc.

Rules, Regulations and Policies – Amended and Restated May 18, 2021

amended and modified from time to time.

28. "Service Animal" shall mean any animal that (i) performs work, provides assistance, or performs tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, or (ii) provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. The work or tasks performed by the Service Animal must alleviate one or more symptoms or effects of the person's disability.
29. "Share" shall mean the membership share in the Association held by a Member or Members jointly, and evidenced by a membership certificate.
30. "Utility Shed" shall mean an enclosed building attached to a Home or Carport.
31. "Venice Isle" shall mean the residential cooperative known as Venice Isle and the land within its boundaries as described in the Master Lease.
32. "VIAC" shall refer to Venice Isle Activities Club, Inc.
33. "VIREs" shall refer to Venice Isle Real Estate Sales, Inc., a subsidiary of the Association.
34. "Visitor" shall mean a person who is in Venice Isle at the invitation or with the consent of a Member or Renter but who will not stay overnight with such Member or Renter.

## SECTION 2

### GENERAL RULES

1. Quiet Hours. Quiet Hours will be maintained throughout Venice Isle between 11:00 p.m. and 8:00 a.m. Unnecessary, inconsiderate disturbances may result in a fine pursuant to Section 17.
2. Solicitation. Except as otherwise provided in Florida Law, door to door peddling or soliciting within Venice Isle is prohibited.
3. Advertisements. Except for advertisements by the Association, VIAC, VIREs, or other approved organization, no advertisements of any kind shall be posted or circulated in Venice Isle, nor shall solicitations of any kind be made in Venice Isle or upon the Association's stationery without the prior approval of the Board. Petitions are considered a form of advertisement for purposes of these Rules and may not be originated, solicited, circulated or posted in Venice Isle. Suggestions, complaints and similar communications should be addressed to the Board as provided in Paragraph 11 below. From time to time, the Board may seek feedback from residents on any subject, including but not limited to, adding a facility or enlarging or replacing an amenity, and may allow a survey to be conducted for such purpose.
4. Member Roster. The use of the roster or list of members of the Association for solicitation of any kind or for commercial purposes is prohibited.
5. Political Causes and Religious Services. The Board may adopt reasonable rules and regulations governing the use of the Common Areas and Amenities; provided, however that no rule of regulation may unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in the Common Areas or Amenities.
6. Services. No one may request special personal services from Association employees who are on duty, or the personal use of the Association's furnishings or equipment which are not ordinarily available for use by Members.
7. Conduct. Loud or excessive noise, disorderly conduct, abusive, profane and/or threatening language, harassment of residents, disturbing the peace of Venice Isle and lewd or inappropriate behavior (including intoxication) is prohibited in Venice Isle. Members and Renters, and their Invitees shall conduct themselves so as not to interfere with the peaceful and quiet enjoyment of all residents in Venice Isle. Members and Renters and their Invitees shall not operate televisions, radios, stereos, motor vehicles and other equipment and machinery in a way that disturbs others in Venice Isle. Harassment of any person, whether explicit, implied or perceived, will be considered Objectionable Conduct, will not be tolerated and will subject the offender to sanctions pursuant to Section 17 of these Rules and/or Section 29 of the Master

Lease.

8. Treatment of Employees. The Association employees work at the direction of the Manager and/or the Board. The Association employees are here to perform the necessary operations of Venice Isle. No person other than the Manager or a Board member may interfere with their work or attempt to direct or control operations. No person may abuse an Association employee, verbally or otherwise. Abuse of any Association employee will be considered Objectionable Conduct and may subject the abuser to sanctions pursuant to Section 17 of these Rules and/or Section 29 of the Master Lease. No person shall reprimand or discipline an Association employee or request an Association employee to leave Venice Isle, or any part thereof, for any reason. Any complaints regarding an Association employee should be reported in writing to the Manager immediately.
9. Treatment of Board Members and Volunteers. No person may abuse any Board Members or Volunteer, verbally or otherwise. Abuse of any Board Members or Volunteer will be considered Objectionable Conduct and may subject the abuser to sanctions pursuant to Section 17 of these Rules and/or Section 29 of the Master Lease.
10. Complaints. All complaints, criticisms or suggestions of any kind relating to any of the operations of Venice Isle or any Association employee must be in writing, signed and sent to the Association by U.S. certified mail, return receipt requested to the Board.
11. Weather. The Association shall not have any obligation to notify Members or Renters or their Invitees regarding the presence of lightning or severe weather conditions in the area. All Members and Renters and their Invitees utilizing the Common Areas and Amenities should observe weather conditions and immediately seek shelter if lightning or severe weather conditions appear.
12. Discrimination. In no event shall the Association discriminate against any individual because of the individual's race, color, religion, sex, national origin, age, handicap or marital status.
13. Employment. The Association shall not employ Members, Renters or their Family Members without prior approval of the Board.
14. Creek Banks and Lakes. Sarasota County maintains the creek banks in Venice Isle. The lakes in Venice Isle are maintained by the Association. No one may place rip rap, trash or other refuse, building rubble or any other material on the banks of, or in, any creek or lake.
15. Association Property. Tools, equipment, and materials (such as trash bags, cleaning supplies, etc.) are solely for use by Association employees and are not available for use by or loan to Members or their Invitees. No one except Association employees shall dump waste or refuse into the dumpsters in the maintenance area.



16. Safety. The posted speed limit in Venice Isle is 15 miles per hour. All operators of vehicles, whether automobiles, trucks, vans, golf carts, scooters or the like, are required to observe the speed limit and all safety signs.

17. Cash Policy. The Association will not accept cash payment for maintenance fees, background checks, or compound storage rental payments.

18. Memorial Gifts. Persons wishing to make a donation or gift as a memorial, an expression of gratitude, or similar reason, will be asked to make that donation to the Venice Isle Endowment Fund. Acceptable donations include money, stocks, bonds, negotiable securities, and monetary requests in wills and trusts. Donations to this fund will be segregated into a separate account, and maintained for special projects to benefit Venice Isle. Donations may be earmarked for specific projects at the time of the donation as designated by the donor. If no specific project is designated by the donor, the donation will be assigned to one or more projects by the Board.

19. Facsimiles.

To Send:

\$2.50 (\$2.34 + \$.16 sales tax) for up to 4 sheets (total for first 1 to 4 sheets)

\$1.00 (\$.93 + \$.07 sales tax) for each additional sheet over 4

To Receive:

\$1.00 (\$.93 + \$.07 sales tax) for each incoming sheet

PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE

20. Request for Records.

Records of the Association are available for inspection by any Member or his or her authorized representative at all reasonable times in accordance with Florida Law. The right to inspection includes the right to obtain copies of those records at a reasonable expense within ten (10) working days after receipt of a written request for same.

Records may be viewed by appointment between the hours of 9:00 a.m. and 3:00 p.m. while the Office is open. Any copies of records requested will be made available for a cost of One Dollar (\$1.00) per single-sided sheet. The requesting Member or authorized representative will be required to sign a receipt for these records and pay for these records at the time of receipt. Should the Association make copies of the records on the written request of the Member and the Member chooses not to receive them, the charge will still be assessed to the requesting Member.

Original records will not be taken from the Office. The Association will honor no more than

Venice Isle Home Owners, Inc.

Rules, Regulations and Policies – Amended and Restated May 18, 2021

one request per month from each Member or his or her authorized representative.

21. Reasonable Accommodation Request. Requests for reasonable accommodations will be reviewed on a case by case basis under applicable Fair Housing laws.
22. Sale or Rental of Home. Members must notify the Office when their Homes are offered for sale, sold, offered for rent or rented.
23. Limitation. No one person or spouse of that person or an entity in which that person or the spouse of that person has a material interest will be allowed to purchase or own more than two Shares or Homes and associated Lots.
24. Violations. Violation of any of these Rules or Objectionable Conduct (as defined in Section 17) will subject the person in violation (or the Member and/or Renter at whose invitation such person is in Venice Isle) to disciplinary action by the Association in accordance with these Rules.
25. Enforcement. The Board shall have full authority to enforce these Rules, including all rights and remedies available to it in the Governing Documents and applicable Florida Law. Specific penalties, sanctions and fines for violations of these Rules are provided herein. Penalties and sanctions may include termination of a Member's lease and suspension of the violator's rights to use the Amenities.

## SECTION 3

### MAINTENANCE FEES AND CHARGES

1. Payment. Maintenance Fees will be billed on a quarterly basis unless otherwise determined by the Board. All Maintenance Fees (including any special assessments) are due and payable on the first (1st) day of January, April, July and October. Payment by check or coupon must be made payable to Venice Isle Home Owners, Inc., and be sent to Whittaker & Associates, CPAs at P.O. Box 30061, Tampa FL 33630-3061. Payment may also be made via the Association website, [www.veniceislestates.com](http://www.veniceislestates.com), and by automatic debit from the Member's bank account or by using an online bill payment service. No payments will be accepted at the Office. Payments and all other correspondence must include the Member's name, address, account number and Lot number.
2. Late Fee. If Maintenance Fees and other charges are not paid within five (5) days after the due date, the Association shall charge the Member's account with an administrative late fee of \$25.00.
3. Delinquent Accounts. If Maintenance Fees remain unpaid sixty (60) days after the due date, a letter will be sent to the Member via regular mail informing the Member that (a) Maintenance Fees are sixty (60) days past due; (b) if they remain unpaid thirty (30) days after the date of the letter, they will be sent to an attorney for collection; (c) if sent for collection, the unpaid amount will begin to accrue interest at the highest rate allowed by law, and will include attorneys' fees and court costs; and (d) if the Home is rented, the Renter will be directed to pay rent to the Association until all outstanding amounts are collected, in accordance with applicable Florida Law.
4. Change of Address. Members are required to give written notification to the Association of any changes to their billing and/or mailing address. Failure to maintain current contact information (including billing and/or mailing address) may result in fines or other sanctions pursuant to Section 17 of these Rules.
5. Questions. Questions regarding Maintenance Fees or other charges must be directed to Whittaker & Associates. Questions about the available methods for payment can be directed to the Office.
6. Costs of Collection. If a Member is delinquent in the payment of Maintenance Fees or other charges, the Association may, at its option, take whatever action it deems necessary to effect collection, including but not limited to, termination of the Member's lease. If the Association commences any legal action to collect any amount owed by a Member, or to enforce any other liability of a Member to the Association, and if judgment is obtained by the Association, such Member shall also be liable for all costs and expenses of such legal action and reasonable attorneys' and paraprofessional fees, costs and expenses, including any fees required in connection with appellate proceedings.

## SECTION 4

### COMMUNICATIONS

1. Contact Information. Each Member shall be responsible for providing the Office with his or her current contact information where the Member wishes all communications with the Association to be sent. Members may also visit the Association website, [www.veniceislestates.com](http://www.veniceislestates.com), to update their contact information.
2. Receipt. A Member shall be deemed to have received communications from the Association (a) ten (10) days after the communication has been mailed to the address on file with the Association; (b) or in the absence of a valid mailing address, in such manner as the Manager may deem appropriate to cause its prompt delivery.
3. Address Changes. It is the Member's responsibility to notify the Association of any change in his or her contact information. Failure to do so shall constitute a waiver of the right to receive notices, bulletins and any other communications, and constitute a violation of these Rules.
4. Emergencies. Emergency contact of Members, Renters or others is not the responsibility of the Office. Emergency communications should be effected through the Sarasota County Sheriff's Department. Emergency contact information may be found at the front of the Venice Isle directory or the Association website, [www.veniceislestates.com](http://www.veniceislestates.com).
5. Methods of Communication. The Association makes announcements, issues notices and disseminates other general information via (a) Channel 195, the Association's in-house cable channel, which offers accessibility on a Member's electronic device via the Venice Isle application; (b) email blast to those Members who have chosen to receive information by email; (c) The Islander, the Association's monthly news magazine; (d) bulletin boards located at both clubhouses and the Office; and (e) the Association website, [www.veniceislestates.com](http://www.veniceislestates.com).
6. Channel 195. The purpose of Channel 195 is to provide brief, timely information regarding Venice Isle activities, interests and emergency messages. Its content may NOT include complaints, opinions, personal or political messages or commercial advertising or advertising of any outside activity. Any group in Venice Isle may utilize Channel 195 to announce upcoming functions and events. All copy is subject to editing. The appropriateness of any submitted material shall be determined solely by the coordinators of Channel 195 in his or her discretion. If issues regarding appropriateness arise, the President of the Association or his/her designee will make the final determination. Any announcements that come from the Association or the Office shall not be edited. Announcements must be submitted on the input forms available at Clubhouse 2 and placed in the slot in the Rialto Room or emailed to [vichannel195@gmail.com](mailto:vichannel195@gmail.com). All input forms must include the name and phone number of submitter or contact person. Forms submitted without name and phone number of

contact persons will not be processed. Only one (1) item may be submitted on a form. Announcements may not be longer than 200 characters, including spaces. During season, the coordinators may decide the running time of content. Condolences and memorials are for residents or past residents and Members and will run for three (3) days only. The content of Channel 195 is available electronically on a Member's device via the Venice Isle application.

7. The Islander: The purpose of The Islander is to provide information to Members, Renters and others about Venice Isle activities and other useful information, including important contact information, notices of special events and announcements about scheduled activities. No complaints, opinions, or personal political messages will be accepted for publication. The Islander is not a forum for letters to the editor. The editor shall determine the appropriateness of any submitted material. If the suitability of material is questionable, the editor will defer to the President of the Association or the Manager if so directed. Articles must be submitted in Microsoft Word format with 12-pt Arial font and must include the submitter's name and contact information. Articles must be submitted by e-mail to [kathieandron@gmail.com](mailto:kathieandron@gmail.com) or such other address as may be designated by the Association from time to time. The editors accept no responsibility for any submission. Submission is no guarantee that an article will be included in any issue. Communications by telephone will not be accepted. Submissions must be made prior to the 11<sup>th</sup> of the month by 3:00 p.m. Copies of The Islander may also be found on the Association website, [www.veniceislestates.com](http://www.veniceislestates.com).

## SECTION 5

### ACCESS CONTROL

1. Vehicle Identification. All Members and Renters must provide to the Office the license plate number and state of registration for their vehicles. The Association reserves the right to deactivate any gate pass that cannot be attributed to a Member or Renter. All Members and Renters who have not provided the license plate number and state of registration of their motor vehicles when required will be subject to deactivation of their gate passes, and a fine of \$100.00 per offense and/or suspension from the Common Areas and Amenities for up to thirty (30) days.
2. Registration. Members and Renters must register each of their Invitees with the Office prior to the arrival of such Invitee. Registration can be done by e-mail to the general office mailbox, [office@veniceislehoa.com](mailto:office@veniceislehoa.com), or in person.
3. Gate Access Devices. Members will be issued a maximum of two (2) gate access devices (hand-held card or adhesive-backed label) to operate the gates, unless the Manager has approved the issuance of additional gate access devices. Members who have rented their Home must provide the Renter with a gate access card. Gate access devices may only be issued to a Member. Gate access devices may be replaced if lost or damaged. Gate access devices may not be transferred or loaned to others or used to allow entry or exit by non-Members. Gate access devices are and will remain the property of the Association. The Association retains the exclusive right, at its discretion, to adopt rules and regulations regarding the use of gate access devices and to deactivate any gate access device for any reason. It is the exclusive responsibility of Member to keep his or her vehicle registration information up-to-date. The Association shall have the right to deactivate the gate access device of any Member who fails to provide his or her current vehicle registration information.
4. Key Fobs. Members will be issued two (2) key fobs to obtain access to the pools, clubhouses and Fitness Center. No key fobs will be issued to anyone who is not a Member. Members who have rented their Home must provide the Renter with a key fob. Key fobs may be replaced if lost or damaged. Key fobs may not be transferred or loaned to others, or used to allow access to any Amenity by non-Members. Key fobs are and will remain the property of the Association. The Association retains the exclusive right, at its discretion, to adopt rules and regulations regarding the use of key fobs and to deactivate any key fob. It is the exclusive responsibility of Member to keep his or her contact information up-to-date. The Association shall have the right to deactivate the key fob of any Member who fails to provide his or her current contact information.
5. Fees. The current fee for a gate access label is \$5.00 and the fee for a gate access card is \$10.00. Additional gate access cards will be issued to a Member's Family Members, or Guests of a Member for temporary use while staying in Venice Isle for a deposit of \$50.00, of which all but \$10.00 will be refunded once the gate access card

is returned. The fee for replacing a lost or damaged key fob is \$25.00. FEES ARE SUBJECT TO CHANGE WITHOUT NOTICE.

6. Lost or Damaged Gate Access Device or Key Fob. A Member may request a replacement for a lost or damaged gate access device or key fob from the Office. The Member requesting a replacement key fob must provide the Office with the number of the lost or damaged key fob or gate access device. A lost or damaged gate access device or key fob will be deactivated immediately and the replacement gate access device or key fob will be activated within 48 hours of issuance. Replacement gate access devices and key fobs are and will remain the property of the Association.
7. Gates. The gates operate seven (7) days a week, 24 hours daily. Only the Manager, or designated employee appointed by the Manager, has the authority to permit the gates to be left in the locked or open position for any period of time. Operation of the gates is controlled by a gate access device. Each gate access device has a unique bar code which activates a bar code reader at each gate. Gate access labels are applied to the driver's side window towards the rear, behind the driver's line of vision.
8. Proper Use of Gates. The gates are a great convenience and security feature if used properly. Be patient and use the gate on an individual basis. If a gate is open when approaching for access, vehicles must proceed with caution and enter at their own risk. The Association is not responsible for any damage caused by a gate that is not due to a gate malfunction. Tailgating (following another vehicle through a gate) is prohibited. Drivers must wait until the gate is completely open before proceeding through it and wait until the gate has reopened if it begins to close when the vehicle approaches. Damage to the gates will be the responsibility of the Member or the Member associated with the Invitee causing the damage.
9. Reporting a Malfunction. If a gate malfunctions, please call the Office at (941) 488-9648, and leave a message for the Manager.
10. Bicycles, Tricycles, Scooters and Golf Carts. Bicycles, tricycles and golf carts may trigger the closing sequence of the gates. Riders should carry a gate access card with them to operate the gates.
11. Transfer of Home. Key fobs, gate access devices are the property of the Association. When a Home and Lot are transferred, the transferring Member must leave the key fobs and gate access cards for the new owner, and remove the gate access labels from his or her vehicles. Upon notification of the transfer of a Home and Lot, the Office will deactivate any key fobs and gate access devices that are assigned to Homes and Lots that have been transferred, until the new owner notifies the Office that they have the key fobs and gate access devices in their possession.

## SECTION 6

### MEMBERS, GUESTS AND VISITORS

1. Minimum Age. Venice Isle is a 55 and older community under the Federal Fair Housing Act and the Housing for Older Persons Act, as amended. Permanent Occupancy of a Home and Lot is restricted to two (2) adults, one of whom must be 55 years of age or older and the other no less than 45 years of age. Unless the Board has given its prior approval, Any Member who has not yet reached these qualifying ages may not reside in Venice Isle for a period longer than thirty (30) days in any twelve-month period.
2. Qualification. All Permanent Occupants (including but not limited to, prospective Members, their Family Members, occupants living with Members and caregivers) must agree to and pass a criminal background check prior to occupancy of a Home and Lot. In addition, persons intending to acquire a Home and Lot (or agreeing to be responsible for the payment of the maintenance fees and other charges attendant to ownership) must have a minimum credit score of 630 as a condition to approval of the transfer. All Permanent Occupants must be approved in writing by the Board prior to occupying a Home and Lot. No Permanent Occupant may occupy a Home and Lot without being approved by the Board prior to occupancy. All such persons shall give his or her consent for, and take such steps as may be necessary to enable the Association to obtain, a criminal background check and/or credit report in the State of Florida and any other jurisdiction in which such person may have previously lived. The Association shall charge the fees allowed by law for such investigations.
3. Conduct. Each Member and Renter, and his or her Invitees, are expected to observe these Rules. Each Member or Renter is responsible for his or her own conduct and that of his or her Invitees. Members and Renters shall be liable for any and all damage, injury or loss attributable to his or her conduct, or the conduct of his or her Invitees. Violations of the Rules by a Member or Renter or his or her Invitees may result in penalties, fines, suspension of the right to use the Amenities, court action for damages or injunctive relief, or any combination of the foregoing, against a Member or Renter, or termination of the Member's lease.
4. Orientation. Members and any Permanent Occupants (including but not limited to, a Member's Family Members, occupants living with Members and caregivers) are required to attend an orientation meeting with the Manager.
5. Maximum Occupancy. No more than two (2) persons may occupy a Home and Lot unless the Board has given its prior written approval.
6. Who May Occupy. Subject to this Section, no person other than an authorized Family Member may occupy a Home and Lot unless at least one Member is in occupancy, or unless such person has received the prior written consent of the Manager. Such person must be registered with the Office prior to occupying the Home and Lot.



7. Family Members/Guests – Member in Occupancy. Subject to the maximum occupancy provisions contained herein, a Member's Family Members and Guests may occupy a Home and Lot for a maximum period of thirty (30) days in any twelve-month period, so long as one or more Members is also occupying the Home and Lot. Such persons must be registered with the Office prior to occupying the Home and Lot.
8. Family Members/Guests – Member Not in Occupancy. Subject to the maximum occupancy provisions contained herein, a Member's Family Members and Guests may occupy a Home and Lot for a maximum period of fourteen (14) days in any twelve-month period if no Member is also occupying the Home and Lot. Such persons must be identified on a Family Use Form signed by the Member and registered with the Office prior to occupying the Home and Lot.
9. Authorized Family Members. Any Member who wishes to allow Family Members to occupy his or her Home and Lot in the Member's absence must provide the Manager with a list of the names of all those Family Members who are authorized to occupy the Home and Lot without the Member being in occupancy and their contact information. The Member must provide the name, date of birth and relationship to the Member making the request. The Member by submitting names on the list certifies that these persons are Family Members. The list must be received and approved by the Manager, acting on the authority of the Board, prior to any Family Members being allowed to occupy the Home and Lot. The Member will be provided with a copy of the list as approved by the Manager.
10. Notification. Members and Renters shall have on file with the Office an absentee form if they will be absent from Venice Isle for twenty-one (21) days or longer. The form shall designate another person to contact in case of an emergency regarding the Home and Lot, and a person who will be responsible for performing weeding and other care taking duties at the Home and Lot while the Member or Renter is absent. If either such person cannot be contacted, the Association may, but shall not be obligated to, hire a contractor or service provider at the expense of the Member. Members must notify the Office of the date their Family Members, Guests and Visitors are expected to arrive in and leave Venice Isle. Members who fail to abide by any of these provisions shall be subject to a fine of \$50 per violation and/or suspension of rights.
11. Family Members under Age 21. Family Members under the age of 21 may not occupy a Home and Lot unless an authorized Family Member who is over 21 is also in occupancy.
12. Identification. Identification and/or proof of age must be provided by each Family Member, Guest and Visitor upon registering with the Office. Failure to register with the Office may result in the Family Member, Guest or Visitor being asked to leave Venice Isle.
13. Guests. A Guest may not occupy a Home or Lot for more than thirty (30) days in any

twelve-month period unless approved by the Board in advance of occupancy, calculated from the first day of Guest's arrival. Fines for violations of this Rule may be assessed beginning on the 31st day of the Guest's occupancy.

14. Suspension. Guest privileges may be denied, withdrawn or revoked at any time for violations of the Rules by the Invitee of a Member or Renter.
15. Guest and Visitor Use of Amenities and Common Areas. All Guests and Visitors must be accompanied by the inviting Member while using the Amenities. Guests and Visitors who are sixteen (16) years of age and under must be supervised by a Member or authorized Family Member who is over twenty-one (21) years of age.

## SECTION 7

### SUBLETTING

1. Minimum Age. Venice Isle is a 55 and older community under the Federal Fair Housing Act and the Housing for Older Persons Act, as amended. Permanent occupancy of a Home and Lot is restricted to two (2) adults, one of whom must be 55 years of age or older and the other no less than 45 years of age.
2. Subletting. Members may sublet their Home and Lot no more than three (3) times in any twelve-month period, for a minimum period of one month (28 to 31 days), to a maximum of two (2) persons, one of whom must be age 55 or older, and neither of whom may be under age 45. The Home and Lot may not be re-sublet during any minimum period. Rental packets containing important information about Venice Isle, including a copy of the Rules, must be submitted to Renters prior to occupying the Home and Lot. Failure to comply may result in fines and termination of the Member's lease. There is a fee for processing an application to sublet a Home and Lot of \$100.00. This amount may be changed from time to time at the discretion of the Board.
3. Use of Amenities. A Member who sublets his or her Home and Lot designates the Renter to be the beneficial user of the Common Areas and Amenities. While a Renter is designated as the beneficial user, the Member may not use the Common Areas and Amenities, except insofar as is necessary to maintain the Home and Lot, and the Member's rights to the use of the Common Areas and Amenities are temporarily suspended. However, the Member shall still be responsible for paying Maintenance Fees. In the event the Member does not pay his or her Maintenance Fees, the Renter's rights to use the Common Areas and Amenities can be suspended. The Member is also responsible for paying the application processing fee as established by the Association from time to time.
4. Conduct. Each Renter and the Renter's Invitees are expected to observe these Rules. Each Renter is responsible for his or her own conduct and that of his or her Invitees. A Renter shall be liable for any and all damage, injury or loss attributable to the conduct of a Renter or his or her Invitees. Violations of the Rules by a Renter or his or her Invitees may result in fines, suspension of the right to use the Amenities, court action for damages or injunctive relief, or both, against both the subletting Member and/or Renter, or termination of the Member's lease.
5. Qualification. All Renters and any persons who plan to reside with a Renter for a period of thirty (30) days or more (including but not limited to, a Renter's family members, occupants living with Renters and caregivers) must agree to and pass a criminal background check prior to occupancy of a Home and Lot. All such persons must be approved in writing by the Board prior to occupancy of a Home and Lot. No person included in the above categories may occupy a Home and Lot without being approved by the Board prior to occupancy. All such persons shall give his or her

consent or take such steps as may be necessary for the Association to obtain a criminal background check in the State of Florida and any other jurisdiction in which such person may have previously lived. The Association shall charge the fees allowed by law for such investigations.

6. Orientation. Renters and any persons who plan to occupy a Home and Lot for a period of thirty (30) days or more (including but not limited to, a Renter's Family Members, occupants living with Renters and caregivers) are required to attend an orientation meeting with the Manager.
7. Maximum Occupancy. No more than two (2) persons may occupy a Home and Lot at any time unless the Board has given its prior written approval.
8. Renter in Occupancy. No person may occupy a Home and Lot unless at least one approved Renter is in occupancy, or unless that person has received prior written consent of the Manager.
9. **Purchasing for Investment Purposes**. *Subject to the provisions herein, no Home and/or Lot may be sublet to others for business, speculative investment or any other purpose. The purpose of this restriction is to establish and maintain a community of resident Members. Any Member who purchases his or her Home and Lot prior to the effective date of these Rules and who wishes to sublet the Home and Lot may do so until the Home and Lot are transferred (whether by sale, inheritance or otherwise). A Member who purchases a Home and Lot after the effective date of these Rules is prohibited from subletting the Home and Lot.*

## SECTION 8

### THE HOME, LOT AND LAWN AREA

1. Standards for Condition. The Home, Lot and component parts shall be kept neat, clean and free of litter, mildew, and weeds in accordance with the standards set forth herein. Each Member is responsible for trimming, watering, weeding and general care of the grass, plants, trees and shrubs on the Lot, including fertilizing of same. Landscaping shall be in good taste and maintained without danger or disturbance to others. Should a Home or Lot become unsightly because of neglect, it shall be the responsibility of the Member to bring the appearance up to Venice Isle standards.
2. Violations. If a Member fails to maintain his or her Home and Lot in accordance with Venice Isle standards, the Member will be notified in accordance with the procedure set out in the Resolution dated June 16, 2020 (Compliance Committee) as amended from time to time. Any Member who fails to maintain his or her Home and Lot (or fails to make arrangements for another person to do so) in his or her absence shall be subject to a fine of \$100 per day for each day that the violation continues.
3. Remedy by Association. In the event that a Member fails to remove weeds and other debris, or otherwise maintain the Lot in accordance with Venice Isle standards, the Association has the right to engage a vendor to perform any remedial work and charge the Member the greater of (a) the actual cost of the work; or (b) \$200.00 (\$100.00 per hour for a minimum of two (2) hours).
4. Waste Removal. Collection containers, trash, and other refuse items must be stored on the Member's Lot out of frontal view from the street and should not be placed at the curb before 5:00 p.m. on the day before scheduled collection day. This includes construction material, yard waste, and bulk items. Special pick-ups are not included.
5. Carport or Yard Sales. Individual carport or yard sales are not allowed except as Association-sponsored events.
6. Pest Control. Each Member shall be responsible for providing pest control for his or her Home and Lot.
7. Utilities. Utility lines in Venice Isle are underground. Florida law requires that anyone wishing to conduct excavation or similar work which may disrupt utility lines must call 1-800-432-4770 no less than 48 hours prior to digging or drilling. They will contact all involved utilities who will locate and mark buried lines where you wish to dig or drill. After this is completed, you will receive a clearance number and digging or drilling may begin, avoiding the marked utilities. Damage to utility lines caused by digging or drilling shall be the responsibility of the Member conducting the activity.
8. Water and Wastewater Lines. Any clogging of sewer lines from a Home to the connection point of the main line is the responsibility of the relevant Member. All water

lines from water meter to the Home are the responsibility of the relevant Member. All electric equipment not provided and installed by FPL is the responsibility of the relevant Member. The responsibility of such Member includes but is not limited to the meter socket, meter posts, main disconnect switch and main feeder conduit wires to the Home and Lot.

9. Mowing. The Association shall be responsible for mowing the grass. Mowing machines will not cut closer than six inches (6") of Homes and accessory structures, trees or appurtenances. Mowing under trees will be limited to the extent that clearance is available to the mowing machine operator.
10. Trees, Bushes and Plants. No trees, bushes or plants shall be planted or removed without the prior written approval of the Architectural Committee. The Architectural Committee has established a list of acceptable trees, bushes and plants. See Section 20 of these Rules.
11. Palm Trimming. The Association shall be responsible for trimming Cabbage, Washingtonian, Canary, Date, and Queen Palms, unless a palm abuts a Home or awning. In that event, the Member on whose Lot the palm is located shall be responsible for trimming the palm. All other trees and ornamentals shall be maintained by the Member on whose Lot the trees and other ornamentals are located. The Association shall establish an annual program for trimming palms in Venice Isle.
12. Fruit Trees. All fruit from a fruit tree may not be left to decay on the ground. Members who have fruit trees on their Lot are responsible for picking up fallen fruit and disposing of it properly, and having all fruit falling from the tree removed if they will be away from the Home and Lot for an extended period of time.
13. Carports. Carports are for parking automobiles, passenger style pick-up trucks, golf carts, motorcycles, bicycles and tricycles only. A reasonable distance must be maintained to shelter an automobile. Porches, patios and carports shall not be used to store any other item except outdoor furniture designed for that use, trash and recycling receptacles, flowers or plants in containers and one (1) barbecue grill.
14. Restoration. Damage to the exterior of a Home and its component parts shall be repaired within sixty (60) days unless an extension is granted in writing by the Architectural Committee. Failure to comply may result in Sanctions (as defined in Section 17). Repairs, corrections and reconstruction may be performed by the Association and billed to the Member if not repaired after sixty (60) days. If a Member is unable to complete the required repairs, corrections or reconstruction within such sixty (60) day period, he or she shall furnish evidence that the required work has been contracted for and provide the anticipated completion date, which will be acceptable to the Association if within a reasonable time.
15. Modifications and Alterations. All changes to the outside of the Home and to the Lot and their component parts including but not limited to the erection of fences, walls,

curbing, additional planters, patios (temporary or permanent), changes in type of ground cover or landscaping, tree removal or planting, are subject to Section 20 hereof, must have prior written approval of the Architectural Committee and all required local permits must be obtained. Violations of this Rule may result in the Association requiring that the Home and/or Lot be returned to its original condition at the Member's expense. Members must be in compliance within thirty (30) days of the Association's written notification of any violation.

16. Free-standing Structures. Carports, attached garages, attached utility sheds, and screened-in porches (lanais) are the only permitted structures on a Lot other than the Home. The erection of extra free standing structures, either attached, or free standing is prohibited. Any exception to this Rule requires prior written authorization from the Architectural Committee.
17. Antennas/Satellite Dishes. Members wishing to install satellite dishes or other over-the-air reception devices less than one meter in diameter may do so without obtaining the approval of the Architectural Committee. Members wishing to install satellite dishes of greater than one meter in diameter must obtain prior written approval from the Architectural Committee prior to installation. It is the goal of this process to jointly evaluate, with the Member, potential installation sites on the Lot which will not be aesthetically offensive, have minimal impact on neighboring sites, and pose no hazard for residents or workers in Venice Isle. In most instances, installation will be encouraged on the sides of Home away from the street, and appropriate landscape or other screens may be required.
18. Absent Member or Renter. All Members and Renters shall notify the Office when he or she expects to be absent from Venice Isle for twenty-one (21) days or more by submitting a completed absentee maintenance form. The form shall include the name of a local person to contact in the event an issue in regard to the Home or Lot arises while the Member or Renter is absent. If the contact person or Member cannot be reached, landscape remediation may be arranged and completed by the Association and the Member shall be responsible for the costs thereof, at a cost of \$100 per hour, with a minimum charge of \$200, regardless of the time spent. All Members and Renters shall make arrangements to dispose of refuse and recyclables when he or she expects to be absent from Venice Isle for seven (7) days or more. Violations shall subject the Member or Renter (at the discretion of the Board) to a fine or other sanctions in accordance with Section 17 of these Rules.

## SECTION 9

### SERVICE AND ASSISTANCE ANIMALS

1. Restricted Areas. Venice Isle has designated certain areas where pets are not allowed. See Section 10 of these Rules.
2. Subject to Law. The right to have a Service Animal or an Assistance Animal when it would otherwise be prohibited by these Rules is subject to the Americans with Disabilities Act or other applicable federal law, or Sections 413.08, 760.27 and 817.265, Florida Statutes, respectively.
3. Request for Documentation. If the nature of the disability is not readily apparent or known, the Association may request reliable documentation of a disability and the disability-related need for the Service Animal or an Assistance Animal. If the disability is readily apparent, but the disability-related need is not, the Association may request documentation of the disability-related need for an assistance animal. If an animal does not meet the criteria for a Service Animal or an Assistance Animal, it will not be permitted in restricted areas of Venice Isle and the Amenities.
4. Control. Service Animals and Assistance Animals must be harnessed, leashed, or tethered at all times, unless these devices interfere with the animal's work or the individual's disability prevents him from using these devices. Individuals who cannot use such devices must maintain control of the animal through voice, signal, or other effective controls.
5. Denial of Entry. Service Animals and Assistance Animals will be denied entry to the Amenities and Common Areas; or must be removed from the Amenities or Common Areas, if (i) the animal is out of control and its handler cannot or does not regain control within a reasonable period of time; (ii) the animal is not housebroken, (iii) the animal poses a direct threat to the health or safety of others that cannot reasonably be reduced or eliminated, or (iv) the animal would cause substantial physical damage to the property of others that cannot be reasonably reduced or eliminated. However, if an animal is denied entry or has been asked to leave, its handler may enter the Amenities or Common Areas without the animal.
6. Penalties. Pursuant to Section 413.08, Florida Statutes, any member, a family member or a guest that misrepresents himself or herself, through conduct or verbal or written notice, as using a Service Animal or an Assistance Animal and being qualified to use a Service Animal or an Assistance Animal may be found guilty of committing a misdemeanor of the second degree, punishable as provided in Sections 775.082 or 775.083 and performance of 30 hours of community service for an organization that serves individuals with disabilities, to be completed in not more than 6 months.
7. Pet Waste. All pet owners must clean up their pet's solid waste and properly dispose of it.



8. Health. The owner or handler of a Service Animal or Assistance Animal must register the animal with the Office annually and maintain proof of current rabies and other vaccinations.
9. Restraint. Service Animals and Assistance Animals may not be allowed to wander loose at any time. If allowed outside a Home, they must be on a leash or other restraint and under the control of the handler. Leashes and similar restraints may not extend more than six (6) feet.

## SECTION 10

### PETS AND WILDLIFE

1. Service Animals Exempt. Service Animals and Assistance Animals are exempt from this section.
2. Dangerous or Nuisance Animals. The Association reserves the right to restrict or ban animals that are known to be dangerous or a nuisance.
3. Health. All dogs residing in Venice Isle, including without limitation, the dogs or a Family Member, Guest or Visitor, dogs must be registered with the Office. The owner must register the animal with the Office annually and maintain proof of current rabies and other vaccinations.
4. Dogs. A maximum of two (2) dogs each weighing no more than twenty (20) pounds shall be permitted to reside in a Home.
5. Cats. A maximum of two (2) cats may reside anywhere in Venice Isle but must be confined to the inside of Home.
6. Pet Waste. All pet owners must clean up their pet's solid waste and properly dispose of it.
7. Leash. Dogs and cats may not be allowed to wander loose at any time. If allowed outside a Home, they must be on a leash or other restraint and under the control of the handler. Leashes and similar restraints may not extend more than six (6) feet.
8. Pet Sitting. Pet sitting is permitted for Member's pets only. Pet sitting for non-residents is prohibited without prior approval. Pet sitters not residing in the unrestricted section may not pet sit in his or her Home, but, subject to Section 6 of these Rules, may pet sit in the pet owner's Home. Pet sitting limited to two (2) pets at a time.
9. Prohibited in Amenities and Common Areas. Animals are not allowed in the Amenities or on Common Areas unless expressly permitted in these Rules.
10. Non-Pet Section. Pets are not permitted in any Home or Lot in the restricted areas, unless the pet has been approved by the Manager or the pet owner has submitted a letter or prescription from a professional described in Section 413.08, Florida Statutes. Members and Renters residing in the restricted section must obtain the prior written permission of the Manager before bringing a pet into the Home.
11. Where Allowed. Pets are not permitted in the Amenities or on the walkways and paved or concreted areas around the pools and Clubhouses, but may be walked on any part of the Common Area that is designated greenspace, the streets, any unpaved

walkways and the paved parking areas within Venice Isle. Pets are not allowed on any Lot without the consent of the Member or the Renter of the Lot.

12. Feeding. The feeding of wild or stray animals and reptiles is prohibited.

## SECTION 11

### AMENITIES, COMMON AREAS AND ACTIVITIES

1. Amenities and Common Areas. The Amenities and Common Areas are for the mutual use and enjoyment of all Members and their Invitees. Guests, Visitors and children under the age of 16 (unless otherwise posted) are not permitted to use any of the Amenities or Common Areas unless accompanied by a supervising Member or Renter. All users are subject to these Rules and any other rules posted at the Amenity being used.
2. Limitations/Restrictions on Use. The Association may temporarily close, restrict or limit the Amenities and Common Areas, or any part thereof, for the purpose of health and safety, classes, special events or maintenance, at its discretion. In addition, the Amenities and Common Areas may be closed or vacated at the sole discretion of the Board if there is any real or perceived health or safety issue.
3. Attire. Appropriate swimwear is required to use the pools and within the fenced-in area surrounding the pools. Appropriate cover-ups and shirts must be worn in all other parts of the Amenities and Common Areas. For safety reasons, persons in wet bathing suits or bare feet may not enter Amenities other than the pool enclosures, the pool showers and the pool restrooms.
4. Use of Tobacco. The Amenities and Common Areas are a tobacco-free environment. This policy encompasses all indoor and outdoor areas of the Amenities and Common Areas except those specifically designated as smoking areas. No tobacco products (including electronic cigarettes) may be brought into the Amenities or used on the Common Areas except where designated. There are ashtrays located at the entrance to the Amenities; however, they are placed there, not for smoking, but to extinguish tobacco products prior to entering the Amenities.
5. Fire; Fireworks. Open flames are prohibited inside all Amenities and in the Common Area buildings, including the Tiki Hut, and within the fenced in areas on the pool deck. Absolutely no fireworks are permitted anywhere on the Common Areas unless part of a fireworks exhibit organized and conducted by the Association.
6. Firearms. Firearms and all other weapons of any kind are not permitted at any time anywhere at the Amenities or on the Common Areas unless safely stored in a locked carrying case or container designed for that purpose. Members must have a current, valid license for the weapon.
7. Service Areas. Members and their Invitees are prohibited from any service area (including the Maintenance Facility) or other restricted areas of Venice Isle unless they have the express permission of the Manager or the Board.
8. Furniture and Equipment. Chairs, tables and other equipment in the Amenities and

on the Common Areas shall not be removed without prior written approval from the Manager.

9. Bingo. Only Members, Renters, Guests and Visitors who are eighteen (18) years of age or older may play Bingo pursuant to Section 849.093, Florida Statutes. Persons invited to play by the event sponsors may not invite others to play without the consent of the sponsors.
10. Bicycles, Tricycles, Roller Skates, Skateboards and Scooters. Bicycles, tricycles, roller skates, skateboards, scooters and the like may not be used on the Verandah at Clubhouse 2 or on any paved or concreted walkways around Clubhouse 1 or 2. They may be used on the paved parking areas and roadways.
11. Mobility Devices. Only electric-powered mobility devices may be used in the Clubhouses or areas around them, including within the pool enclosures.
12. Venice Isle Courtesy Bus. Primary Purpose: The primary purpose of Venice Isle bus ("Courtesy Bus") is to provide transport to Members for the daily tasks required for living. The Courtesy Bus is an asset to be used to benefit those Members who would not otherwise be able to transport themselves to perform tasks instrumental to daily living, including but not limited to, medical appointments, food shopping, prescription pickup, attending to financial matters and cosmetology appointments. Any uses of the Courtesy Bus other than as necessary for daily living requirements and any special community excursions must be approved by the Manager.
  - A. The Courtesy Bus is not to be utilized by a Member's Invitees or Renters unless there are unfilled seats. Exceptions to this policy may be made by the Manager.
  - B. The maximum capacity of the Courtesy Bus is 24. During any period of restricted use (such as the COVID-19 pandemic), the maximum capacity will be determined by the Board. Users may also be subject to additional restrictions as determined by the Board.
  - C. Venice Isle will provide fuel, insurance and maintenance of the Courtesy Bus.
  - D. The Courtesy Bus may only be used when there is a properly licensed and insured driver to drive it. The Courtesy Bus will be operated only by a driver with a current CDL Class A or B license who is employed by Venice Isle Home Owners, Inc.
  - E. The Courtesy Bus will pick up passengers at a designated pick-up point within Venice Isle. The Courtesy Bus is not obligated to pick up passengers at their residences unless they have a medical need and documentation is on file with the Office. Pick-up at the residence must be scheduled in advance.
  - F. The Courtesy Bus is used on a "first come, first served" basis. No exceptions will be made.
  - G. The Courtesy Bus may only operate between Palmetto on the North and the City of Punta Gorda on the South. Under no circumstances will the Courtesy Bus make trips exceeding 50 miles one way.

- H. If the Courtesy Bus breaks down, all passengers must arrange for their own transportation to their destinations and return to Venice Isle.
- I. The Courtesy Bus driver and at least one passenger must have an operational cell phone in case of emergency.
- J. The hours of operation of the Courtesy Bus will be established from time to time by the Manager. Trips must not be scheduled to depart prior to 9:00 a.m. or return after 3:00 p.m., unless approved by the Manager.
- K. All passengers must sign in and designate their destination before entering the Courtesy Bus. The Courtesy Bus driver will turn these sheets in daily.
- L. No food or beverages may be consumed on the Courtesy Bus.
- M. The Courtesy Bus driver may not leave the Courtesy Bus unattended at any time (i.e. searching for a passenger in a retail store).
- N. Passengers must be at the designated pick-up point at the designated time for pick-up. The Courtesy Bus driver will not wait more than five (5) minutes for passengers. If a passenger misses the Courtesy Bus, he or she must arrange for other transportation.
- O. All passengers must be able to get on and off the bus without assistance. The Courtesy Bus driver will not carry a passenger's bags or packages.
- P. The Association shall not be responsible for any loss of or damage to the personal belongings of any passenger. If a passenger leaves personal belongings at a location, the passenger must contact the location to determine whether the item is at such location. The Courtesy Bus driver will not be responsible for retracing the route of the Courtesy Bus to locate a lost item.
- Q. The Courtesy Bus may be reserved for group trips by agreement with the Office. No group has a priority over other groups planning to use the Courtesy Bus. Passengers must pre-register for these trips. Trips may be canceled if an insufficient number of passengers register for the trip. If a group member is unable to participate in the group trip, he or she must contact the organizer so that another person may use the seat. The reserving group must pay for the driver's meals charges and expenses. Group trips will have only one (1) pick-up point. All group members must be at the designated pick-up point at the designated time for pick-up. The Courtesy Bus driver will not wait more than five (5) minutes for members of the group to arrive at the pick-up point. If a group member misses the Courtesy Bus, he or she must arrange for other transportation.

These Rules supersede any and all prior rules.

13. Use of Storm Water Retention Ponds. No one may use or divert water from Venice Isle's storm water retention ponds without the prior written approval of the Manager.

14. Mini Golf Course - Rules.

Venice Isle Home Owners, Inc.

Rules, Regulations and Policies – Amended and Restated May 18, 2021

- A. Course is open for play from 8:00 a.m. until dark.
- B. Limit is 4 players per hole.
- C. Shoes must be worn at all times.
- D. Smoking (including electronic cigarettes), food and beverages are prohibited on the course.
- E. Children under 12 must be supervised by a Member or a Guest who is at least 21 years of age.
- F. All players must start on the first hole and progress in order. Skipping holes or going back is prohibited.
- G. Players may not swing club above knee height.
- H. Players must stay on walkway and greens.

#### 15. Swimming Pool – Rules.

- A. Pool users must shower each time he or she enters the pools or spa.
- B. Food, beverages, gum and breakable containers made of materials such as glassware and pottery are prohibited in the pool areas. Non-breakable containers such as plastic bottles containing water, plastic and/or metal thermal cups and metal water bottles are permitted.
- C. Alcoholic beverages are prohibited in the pool areas.
- D. Diving, running, jumping or roughhousing in pool areas is prohibited.
- E. Toys, rafts or other objects (except “noodles” and flotation belts) are prohibited in the pools.
- F. No person wearing diapers may use the pools.
- G. Young people sixteen (16) years of age and under may only use the pools between 11:00 a.m. and 2:00 p.m. or between 5:00 p.m. and 10:00 p.m. and must be accompanied by a Member, Renter or responsible person twenty-one (21) years of age or over.
- H. Use of tobacco products (including electronic cigarettes) inside the pool enclosures is prohibited.
- I. Pets are not allowed inside the pool enclosures or on any walkways or paved areas within six (6) feet of the pool enclosures.
- J. The maximum capacity of each pool is posted at the pools.
- K. Pool users should not swallow water from the pools.
- L. IN CASE OF EMERGENCY - USE 911 PHONE ON POOL DECK.

- M. Pool privileges may be denied if the pool rules, and any posted limitations or restrictions on use, are violated.
- N. No bathing in pools or hot tubs.

#### 16. Tennis Court – Rules.

- A. Tennis courts are available for tournament and/or open play Monday through Saturday from 9:00 a.m. to 11:00 a.m. All residents and their guests are welcome.
- B. For all other times, the tennis courts are available on first come first serve basis.
- C. Court times are limited to one hour or one set when other players are waiting.
- D. Appropriate tennis attire must be worn. NO bare feet, sandals or black-soled shoes are permitted on the tennis courts.
- E. Courts are to be used for tennis only. No animals, bicycles, basketball, volleyball, skateboards, rollerblades, skates or the like are permitted on tennis courts.
- F. Unsportsmanlike behavior is inappropriate. Courtesy is part of the sport, and the rules and etiquette of tennis must be observed at all times.
- G. Except for drinking water, no food, beverages or smoking (including e-cigarettes) are permitted on tennis courts.
- H. Tennis players who are sixteen (16) years of age or younger, must be accompanied by a Member or responsible adult aged 21 or over.
- I. Tennis privileges may be denied if court rules are violated.

#### 17. Bocce Court Rules.

- A. Only one player may be on the bocce court to remove the balls after play.
- B. Only one player at a time may be on the bocce court to roll a ball. All other players must be off the court for the safety and protection of all players.
- C. No more than two (2) players may be on the bocce court at a time when checking or measuring the balls on the bocce court.
- D. Players are responsible for returning equipment to the storage area and locking it when finished playing.

#### 18. Fitness Center Rules.

- A. Equipment is used at the user's own risk.
- B. Users must wipe down the handles and seats of the equipment after use.
- C. Users must wear proper athletic shoes when using the Fitness Center. Sandals, flip flops and other non-athletic shoes are prohibited.



- D. All food and drink other than water in plastic bottles or thermal containers are prohibited in the Fitness Center.
- E. No one under 16 may use the Fitness Center.
- F. Animals are prohibited.
- G. No one may remove any equipment from the Fitness Center.
- H. Users must report any equipment malfunction or need for repair to the Manager. No one, other than an authorized vendor, may attempt to repair the equipment.
- I. The Fitness Center is under video surveillance.
- J. No one may adjust or tamper with the thermostat.
- K. Members and Renters must accompany Guests who are using the Fitness Center.
- L. Users are expected to be considerate of other people.
- M. Cell phone conversations should take place outside the Fitness Center.
- N. Users must use radios, cell phones or other electronic devices that produce sound with earphones so that others are not disturbed. Users violating this Rule may be asked to leave.

19. Spa Rules.

- A. Maximum capacity is posted at each spa.
- B. Maximum water temperature is 104 degrees. The thermostat setting is strictly controlled. Users may not tamper with the thermostat.
- C. Maximum period of use is 15 minutes.
- D. No person wearing diapers may use the spas.
- E. Spa users must shower each time he or she enters the spas.
- F. Food, beverages, gum and breakable containers made of materials such as glassware and pottery are prohibited in the spa areas. Non-breakable containers such as plastic bottles containing water, plastic and/or metal thermal cups and metal water bottles are permitted.
- G. Alcoholic beverages are prohibited in the spa areas.
- H. Children sixteen (16) years of age and under are prohibited from using the spas.
- I. Users should exercise care when using the spas and use them at their sole risk. Those with health conditions, pregnant women, people with health problems and people using alcohol, narcotics or drugs that cause drowsiness should not use the spas without consulting a doctor.
- J. Spa privileges may be denied if the spa rules, and any posted limitations or restrictions on use, are violated.

## 20. Shuffleboard Rules.

- A. Walking on the playing surface is prohibited.
- B. Users must sweep the court before playing.
- C. Hard shooting is prohibited.
- D. Players must use the equipment properly, in the manner the equipment was designed to be used.
- E. Players are responsible for returning equipment to the storage area and locking it when finished playing.
- F. Players must clean the score boards when finished playing.
- G. Players must wear proper attire. Swimsuits and bare torsos are not permitted.
- H. Players must wear appropriate shoes.
- I. Players sixteen (16) years of age or younger must be accompanied by a Member or responsible adult age of 21 or over.
- J. Any player found to have damaged the equipment will reimburse the Association for the cost of repairs.
- K. Players must turn off the lights after night games.

## 21. Private Use of Amenities and Common Areas.

- A. Only Members and persons authorized by the Association may use any part of an Amenity or Common Area for private functions.
- B. Users must agree to terms and conditions for use and enter into a Facility Use Agreement with the Association before a facility may be reserved.
- C. The Manager must give his or her prior written approval of any private use of the Amenities or Common Areas.
- D. No reservation for the private use of any part of the Amenities or Common Areas will be allowed if it would interfere with a scheduled Park activity.
- E. Attendees at any private function shall be governed by these Rules and by all applicable State and Local ordinances.
- F. As provided in Section 16 of these Rules, the Member making reservations, or upon whose behalf reservations are made, shall be responsible for any injury to persons or damage to Association property or any other loss incurred as a result of the acts of Members, Guests or Visitors, or other persons in Venice Isle at the invitation or with the consent of a Member.
- G. A \$100.00 deposit is required of all users at the time of reservation. Deposits must be paid to ensure the return of the reserved space in good and clean condition and shall be refundable at the discretion of the Manager. Appraisal of the condition of

the reserved area is in the sole discretion of the Manager.

- H. The reserved area will be inspected by the Manager as soon as reasonably practicable after the private function. If the reserved area is returned in its original condition, the deposit will be refunded to the reserving Member. If the condition of the area is not considered satisfactory, the deposit will be used for any necessary cleaning or repair. If the deposit does not cover the cost, the Member is responsible for the additional cost.
- I. In addition, the Association may allow a Member to reserve portions of the Amenities or the Common Areas for an outside group's private functions. The Association may require any outside group to provide evidence of liability insurance coverage prior to using any Amenities or the Common Areas.

## SECTION 12

### VEHICLES

1. General Vehicle Rules. All drivers within Venice Isle are subject to applicable state laws and must obey the posted speed limit throughout Venice Isle. Members, Guests, and Visitors without a valid driver's license and insurance are prohibited from driving within Venice Isle.
2. Requirements. All Members keeping a vehicle in Venice Isle are responsible for maintaining general liability and other insurance on the vehicle and the registration of each vehicle. No unlicensed, uninsured or inoperative vehicles shall be kept within Venice Isle. Vehicles parked in Venice Isle must have current license plates on the vehicle. Members will be held accountable for damages or injuries caused by their vehicles.
3. Safety. The posted speed limit in Venice Isle is 15 miles per hour. All operators of vehicles, whether automobiles, trucks, vans, golf carts, scooters or the like, are expected to observe the speed limit and all safety signs. Violations of this Section shall subject the violator to a minimum fine of \$100.00 per incident.
4. Private Sales of Vehicles. Vehicles offered for sale shall not be displayed in Venice Isle at any time except in the Member's driveway, and Members may only offer one vehicle for sale at a time.
5. Parking. Parking of a motor vehicle is permitted only on the paved streets, under a carport, on a paved driveway attached to a Lot and on approved concrete or paved areas adjacent and parallel to a driveway. Parking on stones, pavers, grass/lawns, shells, mulch or any other material other than those areas described above is prohibited. Bicycles, tricycles, golf carts and mobility vehicles may be parked in designated areas or on the lawns on Common Areas. Parking on walkways or in a manner that blocks wheelchair access to walkways is prohibited.
6. Parking on Roadways. Overnight vehicle parking (vehicle is stationary between 11:00 p.m. and 7:00 a.m.) is prohibited.
7. Emergency Vehicles. Vehicles shall not obstruct the free passage of emergency vehicles along any roadway.
8. Visibility. All vehicles operated after dark must be equipped with lights on the front and reflectors on the rear.
9. Noise Control. Motorcycles, motorbikes, motor scooters, and other motor or engine driven vehicles, not considered automobiles must first pass a sound level test given by the Manager. Vehicles which generate a sound level under 89 decibels will be acceptable. Approval is exclusively for the specific vehicle that has been tested. Any

replacement vehicle must pass the sound level test. This approval may be rescinded any time at the discretion of the Manager.

10. Recreational Vehicles. A recreational vehicle may not be used as a dwelling; i.e., for sleeping, cooking bathing, or entertaining. Violations will result in permanent removal of the vehicle and a fine. Recreational vehicles shall not be parked in driveways or on any part of the Common Areas, except to load or unload and such activities must be done in a way that does not block traffic or prevent access by emergency vehicles.
11. Other Vehicles. Motor homes, camping trailers, boats, utility trailers, or delivery vehicles may not park on the roadways or driveways except to load or unload and must be done in a way that does not block traffic or prevent neighbor's access.
12. Repairs. Non-emergency repairs of vehicles, motors, boats, trailers or delivery vehicles is prohibited, unless the vehicle is stored in the Storage Compound pursuant to an agreement with the Association.
13. Overflow Parking. A limited number of spaces are available to Members who have a need for additional parking spaces for a limited time. Overnight parking in the designated parking areas around Clubhouse 1 and Clubhouse 2 is permitted only with a parking pass issued by the Office. The Member must contact the Manager for access to these spaces. A "parking permit" will be affixed by the Manager to the allowed vehicle and the Member will be advised in writing as to how long the vehicle may park in the assigned spot.
14. The Association reserves the right to tow any vehicle at the owner's expense that has been parked in any parking area without authorization.

## SECTION 13

### GOLF CARTS AND SCOOTERS

1. Safety. The posted speed limit in Venice Isle is 15 miles per hour. All operators of vehicles, whether automobiles, trucks, vans, golf carts, motorized scooters or the like, are expected to observe the speed limit and all safety signs. In the event that a Member or Renter or any of their respective Invitees is determined by the Fine and Membership Suspension Committee to have exceeded the posted speed limit or failed to come to a complete stop at a stop sign, or otherwise violated these Rules including parking, the Member shall be subject to a minimum fine of \$100.00 per violation.
2. Prohibited Areas. Golf carts and motorized scooters may not be operated on any pedestrian walkways, access ramps into the Amenities or portions of the Common Areas where same is prohibited.
3. Registration. All golf carts and motorized scooters within Venice Isle shall be registered with the Office prior to operating them. The registration sticker of a golf cart may not be used on any other golf cart. The registration form shall be completed and signed by all applicants and include proof of insurance. The Office will assign and place reflective numbers on the golf cart or scooter at the time of registration. These numbers must continue to be displayed in the same place while the golf cart or scooter remains in operation within Venice Isle. There is a registration fee of \$10.00, which fee is subject to change from time to time without further notice.
4. Insurance. The golf cart or scooter owner is required to insure that the golf cart or scooter is properly registered prior to operating it within Venice Isle. No golf cart or scooter may be operated within Venice Isle without having liability insurance coverage. The owner of the golf cart must provide proof of coverage annually.
5. Qualified Driver. No person may operate a golf cart or motorized scooter within Venice Isle unless such person is sixteen (16) years or age or older and have current insurance on file at the Office.
6. Loss or Damage. The Association shall not be liable for any loss or damage suffered or claims arising from the operation of a golf cart or scooter and/or the failure of the golf cart or scooter owner or any other party to obtain and maintain liability insurance coverage on any golf cart or scooter. The owner and/or operator of the golf cart or scooter assumes all risk of operating a golf cart or scooter and agrees to indemnify and hold Management harmless from any losses or damages suffered or claims arising from the operation of a golf cart or scooter and/or the failure of the golf cart or scooter owner or any other party to obtain and maintain liability insurance coverage on any golf cart or scooter.

## SECTION 14

### STORAGE COMPOUND

1. Rental Contract. A Rental Contract shall be provided by Park Management. All Members wishing to store property at the storage compound must execute a storage contract.
2. Availability. A limited number of storage spaces are available. The Office maintains a waiting list. Rental shall be on a first-come, first-served basis with present space renters given priority for renewal of their rental contracts. **Storage facility spaces are available to Members ONLY. The property stored at the storage compound must be the property of the renting Member. Members may not store the property of non-Members. Violations of this Rule may result in the termination of the Member's storage contract.**
3. Liability. Renters must agree to hold the Association harmless for damage to the renter's stored property, and to be responsible for any damage suffered by the Association attributable to the property being stored.
4. Property Stored. All property stored in the Storage Compound must have current registration affixed to the property and insurance, and be roadworthy and/or seaworthy.

## SECTION 15

### LAUNDRY

1. Restricted Use. The laundry facilities are for the use of Members, Renters and their Guests only. A key fob is required to obtain access. The Association assumes no liability for damage to or loss of clothing, improper use of equipment, or mechanical or electrical failure of equipment.
2. Drying Outdoors. Outdoor clothes drying devices must be of the retractable, umbrella or folding type and must be removed and stored in the Utility Shed attached to a Home when not in use. When in use, these devices must be out of view from the street as much as possible and not block passage of mowers.



## SECTION 16

### PERSONAL INJURY; LOSS OR DESTRUCTION OF PROPERTY

1. Personal Property. Each Member, as a condition of membership, and each of his or her Invitees, as a condition of using the Amenities and/or the Common Areas, assume sole responsibility for his or her personal property. The Association shall not be responsible for any loss or damage to any personal property used or stored at the Amenities or on the Common Areas.
2. Responsibility for Damage or Loss. The Member shall be responsible for any damage to the property of the Association or any other loss incurred as a result of acts of the Member or his or her Invitees while on the Amenities and Common Areas. Prompt restitution shall be made within thirty (30) days after delivery of an itemized statement of such damage or loss. A Member's or Renter's failure to promptly report damage caused by his or her Invitees may result in fines of at least \$100.00 and/or sanctions.
3. Assumption of Risk. Each Member and his or her Invitees, who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Association, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Association, or held with the approval and consent of the Association, either in or outside Venice Isle, shall do so at his or her own risk.
4. Indemnification. Each Member, and his or her Invitees (collectively, the "Indemnitors"), shall hold the Association and its directors, officers, employees, successors, assigns, representatives and agents (collectively, the "Indemnified Parties") harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom, arising out of or incident to use of the Amenities or Common Areas and/or from any act or omission of any of the Indemnified Parties, including without limitation, any claim arising in whole or in part from the negligence of the Indemnified Parties. A Member shall have, owe and perform the same obligation to the Indemnified Parties hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any Indemnitor.
5. Litigation. Should any Indemnitor bring suit against any of the Indemnified Parties in connection with any event operated, organized, arranged or sponsored by the Association or on any other claim or matter in connection with use of the Amenities or Common Areas, and fail to obtain judgment therein against any one or more of them, said party shall be liable to the prevailing Indemnified Parties for all costs and expenses incurred by them in the defense of such suit, including court costs and attorneys' fees and expenses through all appellate proceedings.

## SECTION 17

### COMPLAINTS, VIOLATIONS, PENALTIES AND FINES

1. Objectionable Conduct. Each Member is responsible for his or her own conduct and for the conduct of his or her Invitees. Any Member whose conduct or whose Invitees' conduct is deemed by the Association to be likely to endanger the welfare, safety, harmony or good reputation of the Association or its Members or is otherwise deemed "Objectionable Conduct" (as defined below), may be reprimanded, fined or subjected to sanctions such as suspension of all or part of his or her privileges to use the Amenities ("Sanctions"). The Board shall be the sole judge of what constitutes Objectionable Conduct, but "Objectionable Conduct" will include, without limitation: (i) failure to meet eligibility for membership; (ii) submitting false information on the application for membership or any other document associated with membership; (iii) failing to pay any amount owed to the Association in a proper and timely manner; (iv) violating these Rules, as amended by the Association from time to time; (v) abusing Association employees or other Members, or their Family Members, Guests or Visitors; or (vi) acting in a manner incompatible with the standard of conduct of the existing membership or which would likely injure the reputation of the Association or its Members.
2. Remedies. The Association shall have all remedies available to it under the Governing Documents and Florida Law in the event of non-payment of any amounts due to the Association or the violation of the Governing Documents, including, but not limited to, Objectionable Conduct.
3. Notice and Hearing. Any Member accused of Objectionable Conduct shall be given at least fourteen (14) days' notice of the Association's proposed disciplinary action and shall be given an opportunity to be heard by the Fine and Membership Suspension Committee, as provided in the Resolution dated October 20, 2020, as amended from time to time. While such complaint is being considered, the Member may enjoy the privileges of using the Amenities and Common Areas. Notwithstanding the foregoing, the Association may, without notice and without a hearing, immediately suspend some or all membership privileges if a Member is more than ninety (90) days' delinquent in the payment of any dues, fees or any other amounts owed to the Association, upon approval by the Board of Directors and notice to the Member.
4. Maintenance Fees during Suspension. The Association may restrict or suspend some or all of the membership privileges of a Member or his or her Family Members, Guests and Visitors. No Member may on account of any restriction or suspension be entitled to any refund of any maintenance fees or any other amounts owed to the Association. During any restriction or suspension of membership privileges, the Member shall continue to be obligated to pay maintenance fees and any other amounts that may be due to the Association. All maintenance fees and other amounts due to the Association shall be paid in full prior to reinstatement as a Member in good standing.

5. Reporting. Members, Guests and Visitors may report violations of the Rules in writing to the Manager or the Manager's designee during regular office hours, or by telephone, if after regular office hours.
6. Enforcement. The Manager will investigate violations, and if the Manager determines that there is sufficient evidence that a violation has occurred, the Manager shall report same to the Board for further action. Violation of any of these Rules, including but not limited to, instances of Objectionable Conduct, will subject the responsible Member to disciplinary action pursuant to the Resolution dated October 20, 2020 (Fine and Membership Suspension Committee) or any other sanction provided in the Governing Documents, including without limitation termination of the responsible Member's lease.
7. Fine and/or Sanctions. In the event that a Member or Renter or any of their respective Invitees is determined by the Fine and Membership Suspension Committee to have violated these Rules, the Member shall be subject to a fine of \$100.00 per violation per day up to a maximum of \$1,000.00 in addition to any other sanctions allowed to be imposed under the Governing Documents or Florida Law.

## SECTION 18

### FLAGS AND SIGNS

1. Flags. Any Member or Renter may display one portable, removable flag of the United States with another approved national flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4½ feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. The display of the United States flag and flags of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or POW-MIA must be maintained in good condition and replaced when worn or damaged. The display of any flag is subject to the Flag Code, Title 4, United States Code, Chapter 1.
2. Signs, Statues and other Decorations. House numbers, resident's name(s), security monitoring (ADT, etc.) and other signs shall not exceed twelve inches by eighteen inches (12"X18") in size and be attached to the Home. Variances to the foregoing restrictions may be made at the discretion of the Architectural Committee.
3. Perjorative Displays. No displays, including but not limited to flags, signs, statuary, yard ornaments, icons or the like, may be publicly displayed anywhere in Venice Isle that are anti-American, or that may be offensive to any race, religion, or specific group of individuals, or that tends to subject any person or group to vilification or humiliation.
4. Political Signs. Political or party-affiliation posters and signs and political candidate posters and signs are not permitted to be posted anywhere in Venice Isle unless the prior written consent of the Manager has been obtained.
5. Contractors. Signs advertising that a particular contractor has or will perform work on a Home or Lot, or for or on behalf of a Member, are prohibited.
6. For Sale or Rent. One (1) "For Sale", "For Rent" or "Open House" sign may be displayed at a Home. An "Open House" sign may not be displayed more than one (1) hour prior to, nor remain one (1) hour after, the posted hours of the open house. Signs may not exceed twenty inches by thirty inches (20"X30") in size.
7. Notice/Bulletin Boards. Notice or bulletin boards are provided in various areas of Venice Isle for use by Members only. Members, Renters and their respective Invitees may not post, display or place any bulletin on the Amenities or Common Areas. If advertising goods and services, the goods must be located or the services provided exclusively within Venice Isle. All services may only be offered by a Member. All such notices must be removed by the Member posting it on the earlier of (a) the withdrawal or expiration of the offer; or (b) thirty (30) days after posting. Notices may not exceed three inches by five inches (3"X5") in size. Notice/bulletin boards shall be maintained in a neat and orderly manner.

8. Other Notice Boards. Other bulletin boards are available to certain special interest groups in Venice Isle for advertising authorized Association functions with the approval of the Manager.

## SECTION 19

### VENICE ISLE MAINTENANCE STANDARDS

In addition to the requirements set out in Section 4 of the Rules, Regulations and Policies of Venice Isle dated March 2017 (the “Rules”), and Section 8 of the Venice Isle Architectural Committee Mission, Organization, Guidelines and Standards adopted by the Board of Directors on November 17, 2020 (the “Guidelines”), as amended from time to time, the following standards shall apply to landscaping for which each Member is responsible:

- A. Members must regularly maintain the Home, including but not limited to pressure washing the exterior body of the Home at least once every year, pressure washing the roof when at least 25% is dirt / mold / debris covered, structural repairs, painting the exterior and resurfacing or painting the driveway when at least 25% is showing wear and tear. Notwithstanding, the Home must be maintained as needed, regardless of the foregoing times.
- B. Members must maintain (including but not limited to edging, weeding, mulching, pruning, trimming and fertilizing) any landscaping on the Lot, including any plant beds, bushes and trees that are located on such Lot.
- C. Members are responsible for maintaining their Lots year round and must make arrangements to have someone perform these maintenance obligations if they are not full-time occupants.
- D. The Architectural Committee must approve any modifications to existing landscape plans and any outside home improvements before modifications are made.
- E. Landscaping may not interfere with or inhibit mowing or maintaining any greenspace for which the Association is responsible.
- F. Artificial flowers and plants are prohibited.
- G. Trees and shrubs must be maintained as needed, including pruning; provided, however, that no more than one-third of the tree or shrub may be removed at any given time.
- H. Trees may not be planted unless the Architectural Committee has given its prior approval and the written consent of any affected neighbor has been obtained. The application for approval must indicate the type of tree desired, the height of the tree at maturity, and the proposed location where the tree will be planted.
- I. Trees that are on the unacceptable list (Section 20, Table 1) may not be planted in Venice Isle.
- J. The base of the tree must be encircled by a protective ring. The owner must maintain the base of the tree and ring, and the area within the ring must be covered with mulch.

- K. Trees and shrubs may not be removed without the approval of the Architectural Committee.
- L. Trees and shrubs may not be planted where they can cause any obstructions to landscape maintenance.
- M. Trees and shrubs planted by the previous owner become the responsibility of a new owner when the unit is transferred.
- N. Trees and shrubs shall be maintained to avoid contact with walls, windows and roofs.
- O. Window boxes and in-ground planters may be planted with annual; or perennial flowering plants such as flowers, herbs and grasses; provided, however that they may not be allowed to grow higher than two feet (2 ft.) from the soil surface or obscure windows, doorways and similar access points.
- P. Trellises may not be placed in front of any unit. If planting a climbing bush near a unit, please plant on a trellis so that the plant has sufficient support as it grows and can be moved when maintenance of the unit is required.
- Q. Any plant that is beginning to turn brown, show disease, lose its leaves or is otherwise approaching the end of its life cycle must be replaced immediately. Annuals may not be planted until mulch has been put down. Annual plants must be replaced before the end of their life cycle, and at the very minimum, each year in the spring. Perennial plants must be weeded, pruned and/or trimmed each spring.
- R. Shrub beds along the side and back of a unit must be graded so that they will not interfere with or impede drainage away from the unit. A 6" buffer must surround any plant bed or shrub to protect the plant or shrub from damage from lawn maintenance equipment.
- S. Plant or shrub beds may not be closer than five feet (5') from any other plant or shrub bed or structure (buildings, lanais) in order to allow lawn maintenance equipment to be operated without obstruction.
- T. Protection for air conditioning equipment and components must be maintained by the owner.
- U. Vegetable gardens may not be planted at the front of a unit or anywhere that they can be seen from the street.
- V. Vegetable gardens must be maintained to the same standard as any other plant bed.
- W. Vegetable gardens must not become an eyesore or attract pests.

## SECTION 20

### VENICE ISLE ARCHITECTURAL COMMITTEE MISSION, ORGANIZATION, GUIDELINES AND STANDARDS DATED NOVEMBER 17, 2020