

WHEN RECORDED RETURN TO:
Robert A. Cooper, Esq.
Hahn Loeser & Parks LLP
2400 First Street
Suite 300
Fort Myers, Florida 33901

**CERTIFICATE OF RECORDING
RULES AND REGULATIONS OF
VERSAILLES CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED, being the President of **VERSAILLES CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), operating pursuant to that certain **Declaration of Condominium for Versailles, a Condominium**, recorded in **Official Records Book 1317, Page 2098, Public Records of Lee County, Florida**, as amended from time to time, does hereby certify that:

The Rules and Regulations of the Association, which are attached hereto as **Exhibit "A"**, were duly approved and adopted by the Board of Directors at a duly noticed and held meeting on September 16, 2020.

IN WITNESS WHEREOF, the President of Versailles Condominium Association, Inc. has caused this Certificate to be made this 17 day of September, 2020.

WITNESSES:

Latanya Allen
Signature
Latanya Allen
Printed Name of Witness
Troy Futon
Signature
Troy Futon
Printed Name of Witness

**VERSAILLES CONDOMINIUM
ASSOCIATION, INC.**

By: *Wilhelm Winkler*
Wilhelm Winkler, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of September, 2020, by WILHELM WINKLER, as President of Versailles Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is (☒) personally known to me or who has (☐) produced _____ as identification.



Jennifer Hoagland
Notary Public
My Commission Expires:

EXHIBIT A

VERSAILLES CONDOMINIUM RULES AND REGULATIONS REVISED AND ADOPTED ON SEPTEMBER 16, 2020

**The Rules were adopted by the Board of Directors at a duly noticed meeting held on
September 16, 2020.**

These Rules and Regulations ("Rules") of Versailles Condominium Association, Inc. (the "Association") are in addition to, and shall be read in conjunction with, the occupancy and use restrictions set forth in the Declaration of Condominium of Versailles, a Condominium, as recorded on December 14, 1978 in Official Record Book 1317, Page 2098, in the Public Records of Lee County, Florida (together with all exhibits and attachments thereto, the "Declaration"), as well as all subsequent amendments of the Declaration, which are incorporated by reference in these Rules. All capitalized terms not otherwise specifically defined in these Rules shall have the same definitions given them in the Declaration.

These Rules apply to all owners and their respective family members, guests, invitees and tenants. The failure to comply with the Rules may result in the Association taking legal action against the owner and/or the family members, guests, invitees and/or tenants of the owner, including, but not limited to, imposing monetary fines and suspension of vote and certain use rights.

To report a violation of these Rules or other complaint, please send a written report describing the violation or complaint to the Association's manager or management company (the "Manager"), or if the complaint concerns the Manager, to the President of the Association.

1. PARKING

Each unit is allotted one parking space. The parking space number corresponds with the number of your unit. Owners desiring to swap parking spaces must obtain the Association's advance written approval.

All vehicles must be parked wholly within a single parking space so as not to obstruct the adjacent parking spaces for other vehicles. No more than one vehicle may be parked in any parking space. No vehicle may be parked (permanently or temporarily) so as to block building entrances/exits, sidewalks, driveways, parking spaces or fire lanes. No vehicle may be parked on the lawn, grass or landscaping or in any location on the Association's property that is not designated as a parking space. No vehicle may be parked in someone else's assigned parking space without prior permission from the owner of said parking space. Blocking anyone from access to or from a parking space is strictly prohibited. All parking spaces labeled or posted as Handicapped spaces may be used only by disabled temporary guests of an owner or resident who have obtained and display a State-issued permit for handicapped parking. During season (October – March), owners must park in their assigned parking space and leave open guest spaces for guests. No owner, tenant or occupant may use a designated Handicapped or guest

space as his/her temporary or permanent parking space. All owner and/or the family members, guests, invitees and/or tenants of the owner shall observe and abide by all vehicle, parking and traffic regulations of the Association.

In addition to all other rights and remedies the Association may have to enforce the foregoing parking rules, the Association shall have the right to tow the offending or unapproved vehicle at the vehicle owner's expense without further warning or notice, including the right to tow an offending or unapproved vehicle parked in an owner's assigned parking space.

2. VEHICLES

No motorcycle, all-terrain vehicle, trailer, mobile home, camp truck, house trailer, recreational vehicle, boat, canoe, kayak, boat trailer, jet ski or other similar vehicle, machinery or equipment of any kind or character shall be parked on the Association's property or in any parking space; provided, that the foregoing prohibition shall not prohibit temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services for the owners and residents.

All vehicles parked on the Association's property and/or in a parking space must be operational and display valid plates, license/registration and decals, including an inspection sticker, as required by applicable law. Any vehicle that cannot be operated in its existing condition, including motor vehicles with missing or damaged parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals, or has a deteriorated body condition, shall be deemed to be inoperable, regardless of the display of valid state license/registration or inspection sticker. The Board has the right to require an owner or resident to start and drive or move a vehicle to prove it is operable. Repairing or servicing of vehicles on the Association's property or parking space is prohibited, except for minor emergency repairs such as changing a tire, changing a battery or repairing a cracked windshield. If a vehicle requiring repairs and servicing remains unrepaired for more than 24 hours, said vehicle shall be deemed inoperable and must be immediately removed from the Association's property.

In addition to all other rights and remedies the Association may have to enforce the foregoing parking rules, the Association shall have the right to tow the offending or unapproved vehicle at the vehicle owner's expense without further warning or notice, including the right to tow an offending or unapproved vehicle parked in an owner's assigned parking space.

3. BICYCLES. Bicycles cannot be parked in a parking space. Bicycles must be parked or stored in the areas designated by the Board of Directors or within a unit. Bicycles are not to be stored outside in front or back of units.

4. TRASH/RECYCLABLES

Currently recycling is picked up on Monday and trash (non-recyclables) are picked up on Tuesday, however, the scheduled pick-up date may change from time to time. Please be aware of changes to the pick-up dates for trash and recycling.

All garbage, trash, refuse, rubbish and recycling material shall be disposed of in the trash containers/dumpsters provided by the Association. All trash, refuse, and rubbish must be placed in sealed plastic bags. No garbage, trash, refuse, rubbish or recycling materials shall be kept outside a unit or on any portion of the common elements/common areas or Association's property, except in the designated trash containers/dumpsters provided by the Association. All cardboard boxes must be broken-down before being placed in the recycling container. Owners and residents must contact the Association's management company to arrange for (and pay for) the removal of large trash items, including, but not limited to, furniture, appliances, etc. Contractor's waste must be removed by the contractor daily. Contractor and construction materials, waste and debris is not permitted in the Association's trash or recycling containers. Regardless of the who commits the infraction, the owner of the offending unit will be held responsible, including being assessed the cost to remove the trash, etc.

5. **WATER SHUT-OFF**

If a unit is to be unoccupied for greater than 30 days, the water shut off valve located inside and outside of your unit shall be turned off. If a leak occurs within a unit, and the Association receives an unusually high water bill, the unit owner is responsible for the excess charges. Certain water use restrictions are in effect from time to time in the City of Cape Coral, FL. To avoid a possible fine that the unit owner will be responsible for, inquire as to the latest water restrictions.

6. **NO GAS/CHARCOAL GRILLS**

Use of grills in lanai areas is NOT PERMITTED per the State Fire Marshall. The Board has the right to designate an area or areas within the Association's property for outdoor cooking and barbecuing. No grills are permitted within 20 feet of any building.

7. **PLANTS**

No plants (live or artificial) are permitted to be kept in any entryways or stairways due to tripping, slipping and falling hazards.

8. **PETS**

Pets are not permitted to be kept in any unit or on the Association's property.

9. **NOISE**

No owner (including his family members, guests, invitees and tenants) shall make or permit any noise (*i.e.*, radio, musical instruments, yelling, televisions, etc.) that will disturb or annoy the occupants of any of the other units, or do or permit anything to be done which will interfere with the rights, comfort or convenience of other owners and occupants of the units. The ground level

unit ceilings and upper level unit floors are wood frame. The second floor unit walls are also wood frame and sound easily penetrates the units. Please be considerate of your neighbors next door, above and below you. Quiet hours are between 8 P.M. and 8 A.M.

10. **NO FLAMABLE, HAZARDOUS MATERIALS OR FIREWORKS.**

No owner or his/her family member, guest, invitee or tenant shall use or permit to be brought into a unit or on the Association's property any flammable oil or fluid, such as gasoline, kerosene, propane, naphtha or benzene, fireworks, or other explosive or article deemed by the Board to be hazardous to person or property. No fireworks are permitted to be discharged anywhere on the Association's property or from any unit.

11. **POOL**

Absolutely NO GLASS is allowed in the pool area. Pick up and clean the area when using the facility. Children under the age of 14 must be accompanied by an adult (person 18 or over). NO DIVING is permitted in the pool. Showering to remove suntan oil before entering the pool protects the filtering system and stops tiles from becoming discolored. Also, NO ANIMALS in pool or in pool area. All owners and their family members, guests, invitees and tenants must comply with all posted swimming pool rules and all State of Florida, City of Cape Coral and Lee County, Florida, laws and ordinances concerning the swimming pool. The Association shall have the right to promulgate additional Rules and Regulations from time to time concerning the swimming pool.

12. **COMMON ELEMENTS/COMMON AREAS**

No articles, including without limitation, clothes, clothing, rugs, towels, bedspreads, blankets or mops shall be hung or shaken from the doors, windows or lanai of a unit, or placed upon the outside window sills of a unit or the railings of any lanai or on the pool fence or on the dock.

No personal article (*i.e.*, bicycles, skateboards, scooters, toys, carts, carriages, chairs, tables, furniture, plants or any other objects) shall be placed or kept on any portion of the common elements, common areas or Association's property. The walkways, entrances, driveways, corridors, hallways, stairways, and ramps shall not be obstructed or used for any purpose other than ingress and egress to and from the buildings. Any personal property or articles left in common areas for more than 24 hours will be disposed of by the Association.

13. **CHILDREN**

Young children (under 18) must be supervised by an adult (person 18 or over) when playing in the common elements / common areas, including the pool. When in the pool area with children, PLEASE BE CONSIDERATE OF ADJOINING UNITS REGARDING NOISE LEVELS.

14. **DUCKS**

Please do not feed or encourage the ducks. The ducks make a considerable mess on the lawn and in the pool.

15. **SCREEN DOORS AND WINDOWS**

Screens and doors must be kept in good condition. Windows and doors must conform to all other windows and doors in the building. Replacement of windows and doors must be approved in advance in writing by the Board.

16. **STORM/SECURITY SHUTTERS**

When an owner chooses to add roll up shutters to their lanai, the shutters shall be white in color as to conform with those that are already in existence. Storm shutters and sliders must be closed when unit is unoccupied and during rainy season when needed.

17. **BOATS**

Residents desiring to keep their vessel at the dock shall provide the Association with a copy of the Certificate of Title verifying that the resident is the lawful owner of the boat and a copy of the boat insurance (liability of at least \$300,000). To prevent premature wear of the pilings, rub rails on vessels should be in good repair. If boat bumpers are utilized, secure vessel properly to ensure protected area of boat and piling are the continuous point of contact. Please protect our dock and your boat from damage. Owners of the boat will be liable for any damage to the dock made by them or their boat. Dock fees are \$120 annually.

18. **HOLIDAY FOLIAGE**

Artificial Christmas trees are recommended to keep fire hazards to a minimum.

19. **SIGNS**

Other than "for sale," "for rent," or an "open house" sign that has been pre-approved by the Board of Directors in writing and posted inside of the unit in the window and visible outside of the unit, no person may post or display any signs, banners, and the like, on the Association's property or the common elements/common areas, on any building, fence or dock, in the window of any unit, and/or on or inside a vehicle. The foregoing includes signs on the interior of a unit which are visible from the exterior of the unit. If any sign is erected in violation of this provision, the Board of Directors shall have the right to remove it at the owner's sole cost and expense. No vulgar writing, bumper sticker, signs or advertisement of any type is permitted in, on or upon a vehicle when located in the Association. This rule does not apply to the Association.

20. **SALE OF UNIT**

When an owner decides to sell their unit, the board or management company should be notified of sale and listing agent.

21. **LEASES**

- a. All leases shall be in writing.
- b. No owner shall list a unit without first submitting all required documents and receiving approval from the Board of Directors. Any sublease, assignment or renewal shall also require approval.
- c. The Association has up to thirty (30) days to approve a lease. The terms of the lease shall include the name and address of the party, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require.
- d. No lease shall be approved for a term of less than thirty (30) days.
- e. The Association requires the Management Company to complete a background check of all adult tenants occupying the unit. The unit owner is responsible for the cost of the background check on each adult tenant.
- f. Owners shall be jointly and severally liable for their tenants to the Association for any amount which is required by the Association to complete such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of their tenant(s), which constitute a violation of, or non-compliance with the rules and regulations of Versailles Condominium.
- g. All leases shall comply with and be subject to the rules and regulations of Versailles Condominium.
- h. No lease approved by the Association shall be amended or modified without the Association's approval.
- i. No fee shall be charged in connection with the approval of an amendment, modification or extension of a previously approved lease.
- j. The Association shall not discriminate on the grounds of race, gender, religion, national origin, familial status or physical or mental handicap; provided, however, nothing herein shall be constructed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease or lessee.
- k. No nuisances (as defined by the Association) shall be allowed on the Condominium property, nor shall any use or practice be allowed which is the source of annoyance to residents or occupants of units or which interferes with the peaceful possession or proper use of the Condominium property by its residents or occupants.
- l. No improper, offensive, hazardous or unlawful use shall be made of the Condominium property or any part thereof.
- m. Grounds for disapproval of lease:
 1. Unit owner is delinquent in the payment of Assessments and other fees and charges, including fines, due to the Association at the time the application is considered;
 2. The unit owner has a history of leasing to troublesome lessees/tenants and or refusing to control or accept responsibility for the occupancy of their unit; the real estate rental agent handling the lease transaction on behalf of the unit owner has a history of