

VILLA VISTANA HOMEOWNERS ASSOCIATION, INC.
PURCHASE APPLICATION

Must be submitted 30 days prior to occupancy or closing

Return to: Villa Vistana HOA
c/o Sandcastle Community Management
9150 Galleria Court Suite 201, Naples, Florida 34109
Office: 239-596-7200

Name of Current Owner: _____

I (we) hereby apply for approval to purchase Address _____

Closing Agent/ Attorney _____ **Phone:** _____

Closing Date: _____ **Date of Occupancy:** _____

Real Estate Agent _____ **Phone:** _____

Please submit the following:

1. A completely filled out application form (Partially completed form will not be considered)
2. Separate application & fee must be submitted for co-applicants (excludes married couples).
3. Criminal Background & Credit report will be run on each applicant over 18
4. A signed copy of the executed Sales Contract (Number of applicants must match / purchases contract)
5. A non-refundable check for \$150.00 made payable to VILLA VISTANA HOMEOWNERS ASSOC.

(Note: The fee will be \$200.00 if the Association receives less than 30 days from closing date or occupancy)

I (we) represent that the following information is complete and true. I (we) agree that any misrepresentation in this application will justify automatic rejection. **I (We) consent to your further inquiry concerning this application including a criminal background check.**

TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

Full Name of Applicant: _____ **D.O.B.** _____ **SS#** _____

Full Name of Spouse: _____ **D.O.B.** _____ **SS#** _____

Names of persons other than above applicants who will be occupying the home

NAMES	RELATIONSHIP	AGE
_____	_____	_____
_____	_____	_____

Buyer's current Address _____

Email Address _____ **Phone:** _____ **Cell** _____

Citizen of the United States: Yes _____ No _____ (If no, submit document copy of residency authorization or passport photo page).

Auto #1: Make/Model _____ Color _____ Yr. _____ Tag# _____ ST _____

Auto #2: Make/Model _____ Color _____ Yr. _____ Tag# _____ ST _____

(If vehicle unknown or rental, please indicate above)

After Closing – list contact information to receive information from association:

Mailing Address _____ City _____ ST _____ Zip _____

Phone (H) _____ (C) _____ Email _____

Two Personal References (non-family or realtor)

Name: _____ Phone: _____

Address: _____

Name: _____ Phone: _____

Address: _____

Have you ever been convicted of a felony? Yes _____ or No _____

If yes, please include details _____

(Please use the back of this page if more space is needed.)

I am purchasing this unit with the intention to:

_____ Reside here full time _____ Reside here part time _____ Lease the home

In case of emergency notify _____ Tel# _____ Relationship _____

Address _____ City: _____ State & Zip: _____

Initial _____ **Initial** _____ I/We hereby certify by the undersigned's signatures(s) the Association Documents, By-Laws and all Rules and Regulations have been received, read and understood before entering into any agreement for the purchase of the above mentioned property and before the execution of this application form. The undersigned acknowledges that the governing documents are subject to change by amendments approved by the board of directors from time to time and that the undersigned will comply with any and all of such amendments as well as with the Rules & Regulations as they exist at the time this application form is executed by the undersigned. *(Seller should provide buyer with Association documents. Sandcastle Community Management does not provide Association documents)*

Initial _____ **Initial** _____ I/we understand and agree that the association in the event it approves a Lease, shall take any and all remedies available pursuant to its Governing Documents and Florida Law to prevent violations by Lessees and their guests of provisions of the Documents and the Rules and Regulations of the Association.

I (we) have read, understood and agree to all of the statements above.

Applicant signature: _____ **Printed Name:** _____ **Date:** _____

Applicant signature: _____ **Printed Name:** _____ **Date:** _____

Acceptance on behalf of VILLA VISTANA HOMEOWNERS ASSOC.

Approved: _____ Disapproved: _____

Signature of Authorized Representative or Board of Directors

Date: _____

Certificate Prepared by:
Grigsby Law, P.A.
9240 Bonita Beach Rd., Ste. 1117
Bonita Springs, FL 34135
239/948-9740

CERTIFICATE OF AMENDMENT
[Amended and Restated Rules and Regulations of
Villa Vistana Homeowners' Association, Inc.]

THE UNDERSIGNED, being the President of Villa Vistana Homeowners' Association, Inc. a Florida corporation not-for-profit, (the "Association") hereby certifies as follows: On December 28, 2020, a meeting of the Board of Directors was held, where a quorum was present after due notice, and where the Board of Directors approved the Amended and Restated Rules and Regulations of Villa Vistana Homeowners' Association, Inc., as attached hereto.

WITNESSES:
Jean L. Berhorst
Signature
Jean L. Berhorst
Print Name
Stacie Stanton
Signature
Stacie Stanton
Print Name

VILLA VISTANA HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for-profit
corporation
By: *Carol Rossi*
Title: President
Date: 12/29/2020

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of December, 2020
by *Carol Rossi*, President of VILLA VISTANA HOMEOWNERS'
ASSOCIATION, INC, on behalf of the corporation who is (X) personally known to me or () has
produced _____ as identification.

Susan Holmer
Signature of Notary Public
Susan Holmer
Print Name of Notary Public



VILLA VISTANA RULES AND REGULATIONS

These Rules and Regulations of Villa Vistana Homeowners Association shall supersede all prior versions of rules and regulations, including the Rules and Regulations dated January 1, 2005, as amended. These Rules and Regulations, dated 12-18-2020 shall be deemed in effect upon recordation and shall apply to and be binding upon all Villa Owners, their families, Guests, Tenants and other persons for whom the Villa Owners are responsible.

All meeting notices shall be posted on the bulletin board located at the Villa Vistana Pool house. Please submit complaints, or report violations, directly to the assigned Community Association Manager / Property Management company.

The Board of Directors may, from time to time, adopt new Rules or amend or repeal previously adopted Rules. Any waivers, consents or approvals given under these Rules by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval for any other purpose other than that which is identified at the time of the giving of such waiver, consent or approval. Violation of these Rules may subject the violator to any and all remedies available to the Association pursuant to its Governing Documents and Florida Law. Such remedies may include fines, injunctive relief or other legal and equitable means. The Association shall be entitled to recover in such actions its reasonable attorneys' fees.

All capitalized words and phrases are defined in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Villa Vistana, as amended, ("Declaration"). Capitalized words are defined in the Declaration.

A. SWIMMING POOL

1. Persons swim at their own risk as there is no lifeguard on duty.
2. Pool use is dawn to dusk, as permitted by Collier County, and only during non-inclement weather.
3. Users shall abide by these and other rules posted at the pool.
4. All children under the age of twelve (12) shall be accompanied by a responsible adult at all times.
5. Pool users shall shower prior to entering the pool.
6. Proper swimming attire is required at all times in the pool area.
7. Only persons free of incontinence, an open wound, cast, or infectious conditions are allowed to swim in the pool.
8. Earphones or headsets shall be used for all radios, stereo, or other electronic equipment while in the pool area.

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9. The only animals allowed in the pool area are bona fide Service Animals.
10. All personal refuse shall be disposed of properly at home.
11. Only non-breakable water containers are permitted in the pool area.
12. Only flotation devices, snorkels, and pool toys are allowed in the pool (only if not bothersome to others).
13. All umbrellas shall be closed before leaving the pool area and all furniture shall be returned to original position not less than four (4) feet from the pool's edge.
14. Pool temperature is maintained by the pool service vendor at a set temperature in compliance with County Code.
15. The pool area may be reserved for Homeowner Association approved community functions only.

PROHIBITED IN POOL AREA

1. Running, jumping, rough play, behaviors disturbing to others are prohibited.
2. Diving in pool is prohibited.
3. Smoking or Vaping is prohibited.
4. Any food, gum, and/or alcoholic beverages is prohibited, except at HOA sponsored community events.
5. Any breakable containers are prohibited.
6. Diapered persons of any age are not allowed in the pool at any time, except in swim diaper.
7. Bicycles, skateboards, inline or roller skates, other wheeled devices, except wheelchairs and walkers are prohibited.
8. No person may store personal property in the pool area at any time.
9. No personal or group reservation of the pool area is allowed.

B. NOISE, DISTURBANCES & USEAGE

1. Unless an emergency exists, repair/remodeling work is limited between the hours of 7:30 a.m. to 7:30 p.m. Monday to Saturday only.
2. Residents shall be respectful of their neighbors' right to quiet, peaceful enjoyment of their home and limit excessive noise from radios, T.V.s, stereos, CD players, musical instruments, and permitted animals.

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3. The hosting Resident is responsible for restricting house party noise so as to not interfere with the quiet, peaceful enjoyment of the surrounding Villa Vistana residents.
4. No offensive, improper, immoral, or unlawful use shall be made of any Common Area, any Villa-Lot, or any other part of the Villa Vistana Property.

C. COMMON ELEMENTS/AREA SUPERVISION AND USAGE

1. Resident adult(s) shall supervise children in their care at all times in the Common Elements. Children are not permitted to play in the Vistana Circle roadway.
2. Skateboarding is strictly prohibited by the Master Covenants.
3. Only Residents or their houseguests may use the common element areas such as the pool.
4. A non-resident guest or invitee may use the pool only if accompanied by the Resident. For example: if a Resident's plumber (a non-resident invitee) wishes to use the pool, the plumber must be accompanied by the Resident.
5. All vehicles, bicyclers, and roller-bladers are to observe all traffic signs, giving pedestrians the right of way, being aware of any vehicle exiting a driveway/parking area or entering the Villa Vistana property. Any biker, roller-blader, or pedestrian must display a light after dark.

D. PETS

All reference to pets herein pertains to allowed pets per the re-stated Declarations.

1. Pets shall be leashed or carried, at all times while on Villa Vistana property outside of the Villa.
2. All pets must have required license and medical immunizations/certifications as per Florida Statutes.
3. Persons responsible for pets shall refrain from allowing pets to relieve themselves within two feet of mailboxes, and immediately pick up the animal's solid waste per Florida statutes and dispose of it in one's own home waste receptacle.
4. No pet may be left unattended, leashed, or enclosed on lanai or in garage or outside the Villa.
5. No pet may become a nuisance, danger, or annoyance to neighbors, whether inside or outside the Villa.

VILLA VISTANA RULES AND REGULATIONS

E. HURRICANE SHUTTERS, ROLL CURTAINS AN LANAI ENCLOSURES

1. Hurricane shutters, Roll curtains, Lanai glass enclosures and any other cover of exterior openings must comply with specifications stipulated in the Architectural Review Committee ("ARC") standards and approved by the Board of Directors prior to installation. Approved modification applications for weather protection coverings in compliance with ARC standards are valid for six (6) months from date of Board approval.
2. Hurricane shutters may be closed in preparation of, and during, extreme weather conditions, as well as during a Resident's extended absence of two (2) or more weeks, or for privacy or security.

F. SATELLITE DISHES

1. Although cable service is included in the HOA's maintenance fees, a satellite dish is allowed in accordance with Federal Law and Vineyards Community Association ("VCA") covenants. Owners must submit the ARC request form and obtain Board of Director's approval prior to installation. The Satellite dish cannot exceed eighteen (18) inches in diameter and may only be installed in between the attached Villas as far back from the street as possible without drilling into or through the roof. Satellite dishes may not be installed on/in any Common Area.
2. When a satellite dish is removed, the Owner shall repair any damage to the structure or lot resulting from installation.

G. GARAGE DOOR, PERSONAL PROPERTY STORAGE

1. All garage doors shall be kept closed for a uniform appearance in the community except for obvious in/out use, or when residents are physically outside on the premises or in the garage.
2. All personal property shall be stored within the Villa or garage.

H. INTERIOR WINDOWS AND GLASS DOOR COVERINGS

1. Curtains, drapes and other window/glass door coverings, including their linings, that face the exterior shall be white or off white, in accordance with VCA standards.
2. No aluminum foil may be placed in any window or glass door of a Villa; no reflective substance may be placed on any glass in a Villa except a substance previously approved by the Board of Directors for energy conservation purposes.

I. EXTERIOR DOORS, WALLS, WINDOW COVERINGS, SIGNAGE

1. No awning, canopy, shutter, roll curtain, air conditioning unit, or other protection shall be attached to, hung, displayed, or placed upon the outside walls, doors, lanai, windows, roof or other portions of the building, or on Common Area without prior approval by the Board of Directors.

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2. Rugs, laundry, or any other articles shall not be shaken or hung from windows, doors, lanais or exterior walls.
3. With the exception of signs used or approved by the Board of Directors, or small Security signs, no other signs, notices, advertisements, or lettering may be exhibited, displayed, inscribed, painted or affixed in, or upon, any part of the Common Area or any part of a Villa-Lot so as to be visible outside the Villa.

J. GARBAGE CANS, RECYCLING BINS AND REFUSE

1. All trash/recycling bins/refuse shall be placed at curb no earlier than 6:00 p.m. the evening prior to collection day, and shall be returned for storage in garage by 6:00 p.m. on collection day. Loose packaging, boxes should be flattened or bundled. Bulk items require pre-pick up call to Waste Management: 239-252-2380.

K. LANDSCAPING , PLANTS AND LAWN DECORATIONS

1. Owners may alter, remove or add shrubs or trees to existing in-ground landscaping on own lot subject to the prior written request to the ARC for review of approved plants, and subsequent approval by the Board of Directors. Owner may replace plants of like kind without prior ARC review or Board approval at Owner's own expense, unless plants are damaged by a vendor contracted by the Board of Directors. The Villa Vistana HOA's list of acceptable and unacceptable plants, shall be one and the same with the VCA list of acceptable and unacceptable plants, which may change from time-to-time.
2. Resident shall submit a written request to the ARC for review for outdoor plants, and lawn decorations, or other artwork on own lot. No artificial trees/plants/flowers or furniture, such as chairs or benches, are permitted on the lawn or in landscape, as they create an impediment to lawn/landscape maintenance. Potted plants are permitted at the front door and/or garage areas subject to Architectural Review Standards. Subsequent approval by the Board of Directors is required prior to placement and installation of the requested item(s). Such item(s) shall be stored indoors when the Resident(s) is absent for more than two (2) weeks, or when under threat of extreme severe weather such as high wind, tropical storm or hurricane.
3. No personal potted plants, or lawn decorations, may be placed in the common area.

L. DECORATIONS AND FLAGS

1. No article may be permanently attached to the exterior of a Villa Vistana building without prior written approval of the Board. Flags may be flown or displayed in accordance with Florida Statute 720.304 (2)(a), as may change from time to time, regardless of any covenants, restrictions, bylaws, rules, or requirements of the Association.
2. Any temporary door or carriage light decoration, such as a wreath, is to be affixed so as not to cause noise, disturbance, or damage due to wind. Inflatable decorations, or characters, or blinking lights are not permitted.

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3. Any decoration for a one-time party may be placed for that one occasion and then promptly removed.
4. Small outside Holiday decorations are permitted during a holiday season(s). All such decorations must be removed at the end of the holiday season.
5. Decorating of Common Areas such as the Entry and Pool area is subject to Board of Directors' approval and shall be noise free and inoffensive to Residents in the surrounding area. Any decorative lights are to be non-blinking.

M. ALTERATION IN VILLA VISTANA

Any structural exterior alteration to a Villa Vistana Villa or Lot is subject to the provisions of the Declarations of Villa Vistana, the Villa Vistana Architectural Review Standards, Board of Directors' approval, and VCA ARC approval as required. Requests shall be in writing accompanied by written plans or drawings and specifications as required by the ARC or Board of Directors.

N. EXTENDED ABSENCE PREPARATION

Any Resident who plans to be absent for any extended period, two or more weeks, shall prepare the Villa-Lot prior to the departure in the following ways:

1. Designate a responsible firm or individual to care for the Villa-Lot in your absence. Prior to leaving, provide the Property Management company with the name, phone number of the firm or individual responsible, and include same on your Guest/Vendor list for Guard Gate access.
2. Unless the lanai is protected against severe weather with shutters or glass enclosure, remove all personal property and store it indoors; store all potted plants and lawn decorations indoors.
3. Turn off Villa water supply and hot water controls.

O. PARKING

Every Villa has a two-car garage and parking for two additional cars in the driveway. A limited amount of additional, temporary, parking is available outside the pool area.

1. No travel trailers, boats, mobile homes, motor homes, campers, pick-up trucks, recreational vehicles, or inoperable vehicles shall be parked within Villa Vistana unless fully enclosed in a garage; provided, however, operable vehicles may be placed on a lot for loading or unloading, but shall not remain on the Lot for more than two (2) consecutive days during any one month period. Commercial vehicles of any kind (other than those temporarily present on service business), may not be parked within Villa Vistana unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance, or maintenance of public utilities.

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2. If a Resident's guest has a vehicle described in the paragraph above and it is on site beyond the two (2) consecutive days, said vehicle shall be parked in the resident's garage.
3. No maintenance or repair work, except minor emergency repairs, shall be performed upon any boat or motor vehicle on the Villa Vistana property, except within the garage where it is totally isolated from public view.
4. Vehicles shall be parked in the Villa's garage unless temporary need for parking in driveway is required, or unless otherwise approved by the Board of Directors. A third or fourth vehicle belonging to a Resident is to be parked in the Villa's driveway.
5. No covered vehicles are permitted on driveway.
6. No in-operable vehicle, or vehicle with expired tags, is permitted on driveway.
7. Parking on the grass is prohibited.
8. Overnight parking on Vistana Circle is prohibited.

P. RESPONSIBILITY FOR DAMAGES

Owner is liable to the Association for cost of repair or replacement for any damage to Common Areas resulting from the acts of Owner or Owner's tenants, guests, and invitees.

Q. SALE OR LEASE OF UNIT

Sale

The Villa Vistana Homeowners Association Application for Approval to Purchase shall be completed, fully executed, and submitted with copy of the executed sales contract and applicable non-refundable Application fee(s) not less than thirty (30) days prior to closing date to the Property Management company. Upon approval, and proof of ownership, any other required Vineyards Community Association application(s) shall be submitted. Sale approval requires a majority vote of the Board.

Lease

1. Villas are to be used as single-family residences, only. No portion of a Villa (other than the entire Villa) may be rented.
2. No leased Villa may be occupied by more than four (4) unrelated individuals per household in accordance with current Collier County Code Enforcement ("Collier Code") and not exceed two (2) occupants per bedroom. Pursuant to the Collier Code "Guidelines for OCCUPANCY STANDARD, DWELLINGS: Every dwelling unit shall comply with the minimum space footage requirements of the Land Development Code and shall contain at least 250 square feet of habitable floor space for the first occupant and at least 200 additional habitable square feet of floor area per additional occupant, not to exceed more than 4 unrelated individuals per household. No habitable room other than a kitchen shall have an area of less than 70 square feet as prescribed in the Building Code."

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3. No lease shall be for a term of less than thirty (30) consecutive days, or greater than one (1) year.
4. A Villa may be leased only once per calendar year.
5. Sub-leasing is prohibited.
6. Owners may lease their Villa subject to the following:
 - a. Owner must be current in payment of Association fees/assessments.
 - b. Owner shall provide the tenant(s) the complete set of Villa Vistana Governing Documents including a copy of the Association adopted rules and regulations in effect.
 - c. Owner/Tenant applicant shall complete the required Villa Vistana/VCA application for Approval to Lease.
 - d. All leases must be in writing and shall be deemed to contain the agreement of the tenant(s) to abide by all of the restrictions contained in the Villa Vistana Governing Documents and the Association adopted rules and regulations, and shall be deemed to provide that a violation thereof is grounds, following written notice to the Owner and tenant(s) and reasonable opportunity to cure, for damages, termination of lease, and eviction pursuant to law.
 - e. Submit the completed and fully executed Vistana Homeowners Association Application for Approval to Lease with copy of the executed Lease and applicable non-refundable Application fee(s) not less than forty-five (45) days prior to occupancy date to the Property Management company. Upon approval, Tenant(s) shall complete and submit VCA application(s) as required.
 - f. Lease renewal requires a new application with current credit/background check, accompanied by a fully executed lease and application fee.
 - g. As a precondition to the approval of any lease, the Owner/Lessor and Tenant(s)/Lessee(s) shall execute an assignment of rents in favor of the Association, in form approved by the Association, to be exercised in the event the Owner/Lessor shall become delinquent in the payment of Owner's assessments.
 - h. If an Owner/Lessor allows Tenant(s)/Lessee(s) to take occupancy prior to receiving written Board approval, the lease application is deemed disapproved and the Board shall have the right and authority to pursue legal action against the Owner to cause the removal of the unapproved Tenant(s)/Lessee(s).
7. The Board may approve a proposed lease only by a majority vote of the Board, or its designated committee. The following shall be deemed good cause to deny the lease if the prospective Tenant(s)/Lessee(s):

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- a. Has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude;
 - b. Evidence a strong probability of financial irresponsibility;
 - c. Give false or incomplete information to the Association as part of the application procedure;
 - d. Has a history of conduct that evidences disregard for the rights and property or others;
 - e. Seeks renewal and has evidenced during the previous tenancy an attitude of disregard for the provisions in the Association's governing documents.
8. The following shall be deemed good cause to deny the lease if the prospective Owner/Lessor:
- a. Has a history of leasing his/her unit to troublesome lessees and/ or refusing to control and accept responsibility for the occupants of his/her Villa.
9. Applications are available from and must be submitted to the Property Management company allowing forty-five (45) days for a response, unless the Board of Directors approves an expedited review.
10. All of the provisions of the community's governing documents shall be applicable and enforceable against any person occupying a Villa as a lessee or guest to the same extent as against the Owner to abide by the rules and regulations of the Association and the provisions of the community's governing documents.
11. The Owner will be jointly and severally liable with the Tenant to the Association for monies required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. In the event that the Board of Directors approves a rental or lease, such approval of a lease of rental shall not release the Villa owner from any obligation under this Declaration. Further, such approved lease may not be modified, amended, renewed, extended, or assigned, without the Board of Directors prior written consent. Subleasing is not allowed.
12. The Association charges a fee for consideration of a lease or purchase application that does not exceed one hundred fifty dollars (\$150) per transaction, or the maximum amount permitted by law. In the event an expedited application review is requested, an additional fifty dollar (\$50) fee shall be applied. The Board may require an interview of any proposed tenant, spouse, and all proposed occupants of a Villa as a condition of approval.

R. ENFORCEMENT OF RULES AND REGULATIONS

- 1. Every Resident/Guest, shall comply with the Villa Vistana Governing Documents, inclusive of the Rules and Regulations herein, as may be amended from time to time. Failure to comply shall be grounds for legal action, which may include, without limitation,

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any action to recover sums due for damages, action for injunctive relief, or any combination of such actions.

2. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of the Owner, Resident/Guest, or Employees, to comply with any covenant, restriction, rule, or regulation herein, or in the Declaration, Articles of Incorporation, By-laws, or the Master Covenants. Violation shall be handled in accordance with existing enforcement and fining procedures as specified in the Declaration.
3. The Board of Directors has the authority to impose fines in accordance with the Declarations. If imposed, fines shall be paid in accordance with current FL Statute 720.305(2)(b)14HB841 effective July 1, 2018, as may change from time to time. All monies received from fines shall be allocated as directed by the Board of Directors. Each day that an infraction or violation occurs after the applicable party has received notice thereof shall be deemed a new infraction or violation.
4. Fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the applicable party shall be deducted from, or offset against, any damages which the Association may otherwise be entitled to recover by law from such party.
5. Fines may be appealed to the Compliance/Fining Committee.

S. INSPECTION OF RECORDS

1. Under Florida statute 720.303(5) Owners have the right to request copies of Association official records for inspection. Any Owner desiring to inspect records may do so, subject to the following:
 - a. By written request, not via email, sent to the Board of Directors by certified mail, specifying record(s) being requested.
 - b. Board or its designee may direct the Owner to a central repository of any recorded documents being requested.
 - c. Requested record(s) will be made available within ten (10) business days after receipt of the written request submitted by certified mail, return receipt requested.
 - d. Exceptions to requested access or copy of requested records shall comply with current Florida statutory restrictions.
 - e. Owner cost of records access, duplication or mailing shall not exceed that permitted by Florida Statute 720.

T. APPLICABILITY OF RULES

These Rules and Regulations shall apply to all Owners/ their tenants, guests and invitees. The Board

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of Directors may, but is not obligated to, grant relief to one or more Owners from specific rules and regulations upon written request demonstrating good cause for such relief (as determined by the Board in its sole judgment). Any such action taken shall take place at a duly noticed meeting of the Board of Directors.

U. MAINTENANCE

1. Association Responsibility

a. Common Areas. The Association is responsible for the maintenance, repair, and the replacement of all Common Areas, including but not limited to streets, landscape, and Common Area entry features, drainage and irrigation facilities and common street lighting mechanisms.

b. Maintenance of Landscaping and Lawn Care. All maintenance of landscaping and lawn care for any areas of a lot shall be provided by the Association in accordance with the current landscape and lawn maintenance contract.

c. Pest Control. The Association may, but is not obligated to, provide exterior and/or interior pest control, which excludes the extermination of termites, flying insects, rodents, bats, and spiders.

d. Roof Cleaning. The Association shall at its sole cost and expense clean roofs.

e. Painting. The Association shall have the obligation of painting the exterior of Villas from time to time, as determined necessary by the Board of Directors.

Please reference ARC Standards for the exterior components to be painted under this obligation, e.g.: exterior front entrance door, walls, lanai, etc.

2. Owner's Responsibility

a. Other maintenance. Owners shall perform all other maintenance, repair, and replacement of Villas, including, but not limited to:

- i. Sliding glass doors and the structural components thereof (including frames and fixed panels, trim and caulking);
- ii. Hurricane shutters;
- iii. Any alteration or addition to the Villa made by the Owner or his predecessors in title;
- iv. All electrical conduits and installation located from the electrical meter;
- v. Window installations including the window frame and encasement, the plate glass, and all caulking thereof, the window locking and opening mechanism and windowsills;

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- vi. Window screens, screen doors, or lanai screens including hardware and framing;
- vii. Villa front door, excluding painting;
- viii. Villa garage door, excluding painting;
- ix.. Heating and air conditioning equipment including compressors, air handlers, duct work, refrigerant lines, and discharge lines, the utility installations, and connection serving an individual Villa;
- x. Dryer vents to the point of termination;
- xi. Other facilities and fixtures located on the exterior of the Villas including the replacement of light bulbs and sensors;
- xii. House numbers;
- xiii. Mailboxes;
- xiv. Driveways and walkways servicing the lot, except HOA's obligation to repair damage due to landscaping elements such as shrub or tree roots;
- xv. Exterior architectural details as installed by the developer, whether functional or decorative;
- xvi. Exterior stucco surfaces;
- xvii. Rodent and wildlife removal;

b. Structural Repairs. Owner shall be responsible for performing structural repairs to the Villa inclusive of roof repairs and replacement subject to plans, materials, and licensed and insured contractor(s), approved by the Association.

c. Party Walls. All common or party walls shall be maintained by the Owners of those Villas' adjoining a party wall.