

# **PORT AU VILLA RULES AND REGULATIONS**

## **OCCUPANCY**

The right of occupancy including the lending and leasing by members is a matter of discretionary decision of the Board of Directors. Reference: Paragraph 9 and 10 of the By-Laws.

The primary objective of the Association is to operate and maintain its property on a mutual and cooperative basis for the housing needs of its members. In order to maintain a community of congenial, financially responsible residents with the objective of protecting the value of the apartment, inhibiting transience, and protecting the existence of a stable, quiet community and peace of mind for all residents, the occupancy of apartments shall be subject to the following restrictions.

## **OWNERS IN RESIDENCE**

Overnight occupancy may not exceed six (6) persons.

## **LEASING AN APARTMENT**

1. Leases or loans totaling no more than three (3) will be permitted in any one (1) calendar year.
2. A lease may not be for a period of less than sixty (60) days or two (2) calendar months. No lease may be for a period of more than six (6) months, and no options for the lease to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed nor shall the apartment be loaned to anyone in the lessee's absence.
3. The apartment may be leased to only one family at a time. No one but the lessee, family members of the lessee within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the unit, The total number of overnight occupants of a leased unit is limited to six (6).
4. Overnight guests of lessees shall be limited to one week (7) days total per month. Visits that extend past the end of the month will be considered two (2) visits - one in each month.
5. Lessees shall comply with all By - Laws, Rules and Regulations and other documents governing occupancy of the premises; shall comply with all governmental regulations concerning the use of the leased premises; shall not permit or suffer any illegal, immoral or improper act to occur on the leased premises; and shall not make or permit to be made any disturbance, noise or annoyance whatsoever which would be detrimental to the peace and comfort of other persons in the vicinity of the leased premises. It will be the responsibility of the owner to be certain that lessees are familiar with such rules and will signify that he or she will be responsible for the compliance therewith for all lessees and guests occupying the unit.
6. Infractions of any rules will be dealt with in accordance with the By-Laws, which in appropriate cases may include termination of existing occupancy rights.

## **LEASING APPROVAL PROCEDURES**

1. Owner or Realtor must request an "Application for Approval to Lease" form from KPG Property Management & Consulting. No other form is acceptable. See copy attached to these rules.
2. KPG returns the Application for Approval to Lease form, a copy of the Rules, Regulations, By-Laws and an attached letter calling attention to certain important rules and their interpretations.
3. The "Lease Application Package: from the Owner or Realtor shall include the following items:
  - a. Lease Application Form completed and executed
  - b. A copy of the Lease Agreement or Letter Agreement showing lease period and other applicable terms with signatures
  - c. An Application Fee in the amount of \$100.00 in the form of a check made payable to Port Au Villa, Inc.
  - d. The Lease Application Submittal shall be returned so as to be in KPG's hands not less than two (2) weeks prior to the start of the Lease.
4. KPG will process the application within seven (7) working days and return a copy marked "approved" or "rejected" to the owner or Realtor, who will then notify the lessee of the status.
5. Lease Application Package will not be approved until ALL documents are received (as referred to in Paragraph #3)

PLEASE NOTE: Applications may be rejected. Do not permit the lessees to arrive at Port Au Villa prior to their application approval.

## **LOANING OF APARTMENT**

1. A member may lend an apartment during the member's absence to a single family unit of either close friends or relatives on a non-paying basis subject to all the rules, restrictions and prohibitions applicable to leasing in these Rules and Regulations, By-Laws and other documents affecting occupancy.
2. The number of loans and leases combined shall be limited to three (3) in any one calendar year; e.g. if an owner leases their apartment for one (1) occurrence, the owner may lend it on only two (2) other occasions during the same calendar year.
3. It will be the responsibility of the owner to be certain that loanees are familiar with such rules and the loanee will signify that he or she will be responsible for compliance therewith for all members within the loanee's unit.
4. Infractions of any rules will be dealt with in accordance with the By-Laws, which in appropriate cases may include termination of existing occupancy rights.
5. The \$100.00 application fee does not apply to loan applications.

## **PARKING; MOTOR VEHICLES**

1. Port au Villa has fifty-six (56) numbered parking spaces, each of which has been assigned to the exclusive use of an apartment.
2. Guest parking spaces are designated on the cooperative property adjoining Gulf Shore Blvd. It is the owner's responsibility to instruct guest(s) to use an authorized parking space. It is preferable that the occupant make his own space available by placing his car in a predetermined vacant space or in a designated guest space.
3. The occupant(s) shall use the space assigned to the unit for delivery and service vehicles servicing the unit.
4. No motor vehicle shall be parked anywhere on the cooperative property other than paved areas intended for use as parking spaces.
5. No vehicle shall be parked in such a manner as to impede or prevent access to any other parking space.
6. Cars shall be parked with front facing into space, except when loading or unloading.
7. Due to the limited parking space at Port Au Villa, the vehicles are limited to a maximum of seventy-two (72) inches in height, two hundred fifteen (215) inches in length and seventy-nine (79) inches in width. No full size SUVs and Vans.
8. Occupants may keep not more than one car on the premises (including both the assigned and guest spaces) between November 1 and April 30.
9. Owners' cars may not be kept or parked on the premises while away for more than thirty (30) days. Any member who plans to leave his car on the premises while away for up to thirty (30) days must leave a key with the maintenance manager or a resident and authorize the key holder to move the vehicle in case of need.
10. Vehicles may not be cleaned on the property with any substance other than plain water.
11. Parked vehicles may not display "For Sale" signs.
12. No inoperable vehicle shall remain within the property for more than twenty-four (24) hours, and no repairs of vehicles (such as mechanical repairs, draining of coolants, changing of oil or other similar operations) shall be made within the property other than emergency repairs (such as changing of tires).
13. Except for service vehicles temporarily present on business, no truck, panel van, commercial truck, bus, or other commercial vehicle may be parked or kept at the property. No motor home, recreational vehicle, pick-up truck, motor scooter or motorcycle shall be parked or kept at the property.
14. The parking lot is not to be used for games, roller blades, skateboards, etc.

## **BOAT DOCKS**

Located at the cooperative property are boat docks that have been purchased by apartment owners.

1. The docks may be owned only by current apartment owners. Therefore an owner may not sell or transfer his dock to anyone except the apartment purchaser or another apartment owner. The dock sale must occur on or before the date of sale of the apartment.
2. An approved lessee of an apartment may utilize a dock owned by the apartment owner or any other owner who has given written permission to do so during the tenancy of the lease.
3. When a dock owner is not in residence, the dock may be utilized only by an approved lessee or guest of the owner in residence.
4. All docks must be maintained at all times in a safe and pleasing aesthetic condition. In case of damage from storms, accidents or other acts of God, the owner must repair or remove the dock within a reasonable period of time. All costs associated with said repair/removal shall be borne by the registered owner. Should the owner fail to carry out this responsibility within a reasonable period of time, the Association will contract for the necessary work and bill the owner for the costs involved plus fifteen percent (15%) for administrative costs.
5. Jet skis, wave runners and similar watercraft may not be berthed at the docks.
6. All boats must be maintained in a state of good repair.
7. No grills are permitted to be used on the docks or on berthed boats.

## **POOL**

Florida State law requires the following:

1. Shower before entering pool - rinse lotions off
2. No animals in pool or on pool deck
3. No food or drink on pool deck in glass containers
4. Pool hours 9:00 a.m. till dusk

In addition, the following must be adhered to:

1. Floats, rafts, toys and vinyl pools are prohibited
2. Children must be supervised by an adult
3. Children not toilet trained must wear swim diapers
4. Running, jumping, diving into the pool are prohibited
5. Individuals with long hair are asked to tie it back or braid it

## **PETS**

Pets are not permitted on the premises.

## **LAUNDRY.**

Laundry facilities are located in the chickee.

1. Do not wash throw rugs or bedspreads
2. Use of bleach or dye is prohibited
3. Provide your own laundry materials
4. Use only (1) washer and (1) dryer at a time January 15 thru April 15 .
5. Empty washer and dryer promptly
6. Clean lint filter of dryers after use

## **TRASH AND GARBAGE**

1. Dry trash and garbage must be placed in the large green dumpster located on the northwest side of the premises.
2. Garbage must be placed in a bag or container and securely fastened.
3. Separate all recyclable materials: **NO PLASTIC BAGS.**  
Glass bottles & jars of all colors.  
Clean paper, cardboard (flattened), junk mail, magazines. Newspapers (not packaged in paper or plastic bags).  
Aluminum-including clean pie/baking pans, tin, and steel cans.  
Plastic bottles & containers marked #1-7.  
Styrofoam products marked #6 including clean takeout containers, coolers, and egg cartons  
Questions? Collier County Recycling Collection (239) 252-2380  
Electronics, large items/appliances, old paint etc. Naples Recycling Center: (239) 252-7575  
2640 Corporate Flight Drive, Naples, 34104

## **BICYCLES**

1. Bicycle racks are located at the east and west end of the central two-story buildings.
2. Bicycles will be stored at the risk of the owner.
3. Bicycles may not be stored in the atrium areas. It is a violation of Naples Fire regulations..

## **BALCONIES AND STAIRWELLS.**

1. Railings, landings, and stairwells may not be used to drape towels, swimsuits, etc. nor may they be used as a depository for footwear, planters, chairs, benches or any other materials. Such usage would create an unsightly appearance and a potential hazard to people who use these areas.
2. Placing any articles under stairways is a violation of City Fire regulations.
3. Dumping of debris from overhead apartments such as residue from rugs, rags, sweepers and tablecloths etc. is prohibited.
4. Smoking is prohibited in all common areas including balconies, stairwells, pool area and parking lot.

## **WINDOW TREATMENT**

The blocking of windows and sliding glass doors by the use of bed sheets, foil, and/or other materials not designed specifically for that purpose is prohibited.

## **WINDOW REPLACEMENT**

All exterior windows are considered common elements to the Association. Accordingly, the Association has the sole responsibility for maintenance, repair, replacement and alteration of said window. One exception, however, are the Lanai Windows. The sole responsibility for all Lanai Windows lies with the Unit Owner. These duties include care, maintenance, alterations, replacements, and any cost associated with them.

If an Owner wants to alter or replace any lanai windows, the owner must submit plans and specifications in writing to the Board of Directors for review and approval. The Board will act accordingly within 45 days from receipt of the submittal. The Board has the following requirements that must be met before construction can be started:

- All window alterations and replacements must meet Building Code Requirements for the City of Naples and obtain necessary permits, where applicable.
- The frame/trim will be white in color only.
- The window configuration must be similar to another unit in our Port Au Villa complex and so noted in the submittal.
- The installation must be performed during a time period that is mutually agreeable between the Owner and Board of Directors.

## **LAWNS**

Lawn areas are not to be used for sports, games, sunbathing etc.

## **OUTSIDE GRILLS**

All outside cooking is prohibited including on boat docks.

## **QUIET HOURS**

Noise must be kept to a minimum between the hours of 10:00 p.m. and 8:00 a.m.

## **MAINTENANCE**

It is the function of the Board of Directors to control the maintenance and use of all the premises outside individual apartment walls. The Board of Directors has authorized the plantings and decorations of the atriums by common consent of all owners whose apartments are entered from a given area. In line with existing tradition, owners shall defray by mutual agreement, the cost of atrium planting and decoration.

## INTERIOR CHANGES, ADDITIONS AND ALTERATIONS

1. All structural changes, additions, and/or alterations to the interior of any unit, including the lanai area, (except for interior decorating), may NOT be undertaken without prior written approval by the Board of Directors. Unit owners interested in making such changes must submit a letter to the Board outlining work to be done, contractors to be used and time frame for construction work to commence. The Board will act diligently upon submitted proposals and grant approval, conditional approval, or denial within 30 days from receipt. However, NO Major Changes or Alterations will be allowed to commence, or any work to be continued, during the period from November 1 through April 30. Working hours are between 8:00 a.m. and 6:00 p.m. and work is not permitted on Sunday.
2. Section 11.3 (B) of the Port Au Villa By-Laws states: “**Flooring**”- units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens or bathrooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet) shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmissions of noise to adjoining units, and must obtain written approval of the Board of Directors prior to any such installation. If flooring installation is made without prior approval the Board may, in addition to exercising all the other remedies provided by these By-Laws, require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements.

## FLOOR RAISING RULES AND GUIDELINES

### Responsibilities of Association

The Association is responsible for the cost of the common elements which covers the cost of raising the floors and all common items.

The Association has taken the position in the past and will continue to cover the cost of providing a moving company to remove the owner's items, store them and then return them to the unit. But this does not assume that if items are broken or damaged that the Association will be responsible for those items. Should that occur the owner must settle any claims with that company.

The unit is returned to the owner ready for finishing.

Floors are just flashed patched.

Walls are just spackled or cemented with a trowel finish.

The unit, when completed, will only be broom swept.

### Responsibility of Owners

The owner must make arrangements for repairing doors, cabinets, and other items that require repairs caused by raising the floor.

All items in the units are the owner's responsibility. Any item the owner chooses to save like mirrors, carpeting, cabinets etc. must be removed and re-installed by the owner. Items damaged in the process of raising the floor are the owner's responsibility to replace or repair.

Owners are responsible for extensive house cleaning.

## Recommendations

Owners should remove all their valuables before the movers get there.

It's a good time to replace the carpeting.

It's a good time to repaint the entire unit.

## Options

If owner does not wish to use the moving company chosen by the Association, the owner may contract with a mover and storage company of their choice. The Association will pay costs not to exceed the amount agreed upon by the Association's moving/storage contractor(s).

This option must be expressed prior to the Association signing an agreement with any moving/storage contractor(s). Also, if the owner uses this option, they accept full responsibility for ensuring that the unit is properly prepared for the floor raising company. The owner must accept all additional cost incurred if their chosen contractor(s) delays the floor raising start date.

## MAINTENANCE SUPERINTENDENT

1. The cooperative employs a full-time superintendent to maintain the grounds and exterior of the buildings. The superintendent takes instructions only from the Board of Directors or the Management Company.
2. The Board of Directors has given the superintendent blanket permission to assist those owners who need and request his help with the unloading or loading of their car upon arrival and departure from Port au Villa, at the beginning and end of the season.
3. If an emergency condition is clearly apparent within any unoccupied apartment, the Board has authorized the superintendent to enter and initiate steps to correct the emergency situation followed by notice to the owner. Where extra locks have been installed on entry doors a key must be available to the superintendent at all times. If a locksmith must be called to gain access in an emergency the cost will be the responsibility of the unit owner.
4. Each air conditioning unit is the responsibility of the unit owner. If a problem occurs, please notify both the full-time maintenance superintendent and your chosen HVAC repair service.

## GRATUITIES

1. Gratuities to Port Au Villas employee(s) are not expected for doing tasks that fall within the content of the job for which the employee has been hired.
2. Whenever an employee performs a personal service after normal working hours, reimbursement is a matter between the employee and the individual for whom the task is performed.



## **U.S. MAIL**

Each apartment is assigned a locked box in the chickee for placement of incoming first-class mail. In addition, a shelf area within the chickee is designated to receive incoming packages, magazines, and large mailing items. A US Mailbox is also located within the chickee for outgoing first-class mail. No handbills or advertising, other than as delivered by the US Mail, may be placed in personal mail boxes.

## **GENERAL PRECAUTIONS**

1. Sanitary sewer lines have considerable length and small gradient to the city lines in front of Port Au Villa. These conditions make it essential that toilet tissue only be disposed of in the commodes. Other disposable items must be placed into garbage.
2. The design of our sanitary sewer lines also requires special care with the use of kitchen disposals. Always allow water to run freely for two minutes after the disposal is turned off. AVOID placing grease and fibrous materials into your sink & tub drains.
3. It is recommended that the condensation drain of the air conditioner be flushed with a mixture of water and bleach to prevent the build-up of algae in the drain lines at least once a year.
4. HVAC filters should be changed as needed.

In the event that there is any inconsistency between these Rules and Regulations and the By-Laws or Owners Agreement, the applicable provisions of the By-Laws and/or Owners Agreement shall control.

KPG PROPERTY MANAGEMENT & CONSULTING  
3400 TAMIAMI TRAIL NORTH #302  
NAPLES, FL 34103-3717

OFFICE: 239-434-8866  
FAX: 239-791-1187

[contact@kpgaccounting.net](mailto:contact@kpgaccounting.net)