

MARBRISA VILLAS BOOK OF RULES AND RESOLUTIONS

MARBRISA VILLAS HOMEOWNERS ASSOCIATION

BOOK OF RULES & RESOLUTIONS

RULES ADOPTED as of July 11, 2023 - modified as of January 1, 2025 with 2025 monthly assessment set to \$75.00

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Please note that these rules may be changed by the Board of Directors at a duly called Board meeting and therefore subject to change. The most current copy of the Book of Rules & Resolutions is available through Central Association Management. This Book of Rules and Resolutions does not replace the existing covenants as stated in the Declarations of Covenants and Restrictions Buenaventura Lakes Subdivision, Unit 4, Marbrisa Villas, Deed of Restrictions, By-Laws, and Articles of Incorporation but merely serves as a concise guide to their provisions. Legal questions must be decided based upon the recorded documents.

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SECTION I - MAINTENANCE ASSESSMENTS

I-1. Each owner by acceptance of his/her deed covenants to pay:

1. Annual assessments.
2. Special assessments.
3. Fines as levied by the Fining Committee.

All such assessments or fines shall be a charge on the land and shall be a continuing lien upon the owners unit. Covenants Article V. Section 1

I-2. Fines or assessments not paid within ten days shall pay a cumulative late charge of \$5.00 per month on each assessment or fine. Covenants Article V. Section 6.

I-3. As of January 1, 2023, the monthly maintenance assessment is \$70.00 per month and is delinquent if not paid by the tenth of each month. This rule is automatically updated when the monthly assessment amount is changed. Covenants Article V. Section 1.

I-4. The Board of Directors and/or the Fining Committee may suspend voting rights and common grounds privileges for any unit whose monetary obligation due the association that is more than 90 days delinquent. Covenants Article IV, Section 3 (B) 2., superseded by 2000- Florida Statute 720.

I-5 Any payment received by an association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in collection, and then to the delinquent assessment. This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. A late fee is not subject to the provisions of chapter 687 and is not a fine. Per 2014 Florida Statute 720.3085(2)(b).

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SECTION II- LEASING OF VILLAS

II-1. A Standard rental approval form as approved and revised by the Board of Directors from time to time at a duly called Board meeting along with the proposed lease must be submitted to the Association and approved by the Association prior to any tenant moving in. Covenants Article VI, Section 6.

II-2. Units may be occupied only as a private, single-family residence.

(1) Family unit is any number related by blood or marriage,

(2) Family unit is not more than 2 unrelated persons.

II-3. No offensive activity shall be carried on nor shall anything be done which may be an annoyance or nuisance to the neighborhood. Covenants Article VI, Section 1 (C).

II-4. No unit may be rented or leased for less than 6 months. Covenants Article VI, Section 6.

II-5. Subject to Board approval, no more than 20% of the total number of villas may be rented at any one time. Covenants Article VI, Section 6, Leasing as Amended 5/1/91.

SECTION III - UPKEEP OF LIVING UNITS

III-1. All grass, trees, shrubs, roadways and sidewalks are maintained by the Association. Covenants Article VI, Section 1. Per requests of Villa residents the landscapers have been instructed that any plants, shrubs and trees that are enclosed within clearly visible edging are to be left alone for Villa residents to maintain.

III-2. Roof repair and/or replacement are the homeowner's responsibility. Covenants Article VI, Section 4 and Minutes 10/08/87, rescinded by 2004 post hurricane Charlie Board of Directors.

III-3. Repair of doors, windows, roof vents, dryer vents, air conditioners and sill cocks are the responsibility of the homeowner. Covenants Article VI, Section 4 and Minutes 10/08/87.

III-4. Additions of patio slabs, porches or any other outside alteration must receive prior written approval by the Architectural Review Committee of the Board of Directors before work is started. Covenants Article VI, Section 5 (A).

III-5. All interior repairs are the responsibility of the homeowner. Covenants Article VI, Section 4 and Minutes 10/08/87.

III-6. "For Rent", "For Sale" or any other commercial signs may not be displayed in windows or in front of villas. Covenants Article VIII, Section 9.

III-7. Any disturbances (parties, radios, loud talk, etc.) are prohibited between 10 P.M. and 9 A.M. Minutes 10/08/87 and Osceola County FL noise ordinance.

III-8. All front storm doors must be brown in color. Minutes 10/08/87.

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III-9. Garbage, recycling containers and landscape waste may be placed for pick-up after 6:00 p.m. the evening prior to the scheduled pick-up days. The current pickup day for household garbage is Friday and the current pickup day for recycling and landscape waste is ~~Wednesday~~, these pickup days are set by Osceola County and therefore subject to change by the County. Garbage and recycling items must be placed in the covered containers provided by Osceola County.– No garbage may be placed out in paper bags. This rule is automatically updated when the county changes pickup days. Minutes 10/08/87 and per Osceola County FL Ordinance.

III-10. No offensive activity shall be done which may be an annoyance or nuisance to the neighborhood. Covenants Article VI, Section 1 (C).

III-11. Supermarket grocery carts may not be brought onto Marbrisa Common Grounds and may not be kept outside of any Villa. Minutes 2/9/88 & Minutes 1/12/16.

III-12. No building, fence, wall, landscaping, addition or other structure shall be erected or maintained. Covenants Article VI, Section 2.

III-13. No temporary structure, trailer, tent, shack or other outbuilding permitted on common ground. Covenants Article VIII, Section 1.

III-14. No tin foil or other coloring (except regular window treatment) may be installed on any window or sliding glass door without prior approval from the Board. Covenants Article VIII, Section 2.

III-11. In accordance with Declaration of Covenants and Restrictions, Article VIII, Section 4, Pets, the Board of Directors adopted the following regulation:

RESOLVED: Each living unit may be permitted a maximum of two (2) household domestic pets upon written approval by the Board of Directors, after written application from the resident. Generally accepted household pets permitted will be dogs and cats not known for aggressive or annoying behavior, as determined by the County Humane Society, and as revised from time to time. Songbirds and aquarium-contained fish, in limited numbers as determined by the Board on an individual basis (not being kept, bred, raised or maintained for commercial purposes) may be permitted. Reiterated is the requirement that any pet or animal, while outside the living unit, must be leashed and attended by the owner, and any droppings of the pet or animal must be promptly cleaned up and the pet or animal be restrained from urinating on the shrubs or ornamental plantings. Minutes 5/12/1992.

III-16. The Association is responsible for the exclusive management, maintenance, repair, replacement and control of the Common Area. Covenants Article IV, Section 1.

III-17. The Board is responsible to repair damage to the Common Area and assess the cost to the Villa owner responsible for the damage. Covenants Article IV, Section 5.

III-18. No business, profession or trade of any type shall be conducted on the Property. Covenants, Article VI, Section 1 (A).

III-19. Outdoor clothes drying activities on common grounds are prohibited. Rack drying on patios is allowed. Covenants Article VIII, Section 10.

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SECTION IV - COMMON GROUNDS

IV-1. The Association is responsible for the management, maintenance and control of the Association. Covenants Article IV, Section 1.

IV-2. The Board of Directors must establish reasonable rules for usage of the Common Area facilities. Covenants Article IV, Section 2 (B) 1.

IV-3. The Board of Directors may suspend use of common facilities for a period not to exceed 30 days for any infraction of the rules. Covenants Article IV Section 3 (B) 2.

IV-4. No grills, chairs, tables, toys, bicycles or tents or other personal items may be left on the common grounds. Minutes 10/8/87.

IV-5. The Association is responsible for all mowing, landscaping, planting, etc. Minutes 10/08/87.

IV-6. Household garbage, trash, etc. must be stored behind villas only in proper containers, but not in front, behind wing walls or on Common Ground. Trash and garbage may be held outside of villa only until next collection date. Minutes 10/8/87.

IV-7. For safety, no bicycles, skates or skateboard riding is allowed on sidewalks. Minutes 10/08/87.

IV-8. Florida Statutes Chapter 316.2065 (Florida Statutes Chapter 316.20655 regulating electric bicycles requires operators to abide by Florida Statutes Chapter 316.2065) regulating bicycle safety requires helmets be worn by minors under age 16. No additional riders above bike design are permitted. Minutes 12/10/00.

IV-9. The Association is responsible for exclusive management, maintenance, repair, replacement and control of the Common Area. Covenants Article IV, Section 1.

IV-10. The Board of Directors shall establish reasonable usage rules for Common Area Facilities. Covenants Article IV, Section 2(B) 1.

IV-11. Board may suspend the right to use Common Facilities for any period when assessments are unpaid 30 days after notice and for not to exceed 60 days for any infraction of the Book of Rules & Resolutions. Covenants Article IV, Section 3(B) 2.

IV-12. Board shall repair damage to Common Area and assess the expense to the owner responsible. Covenants Article IV, Sect. 5.

IV-13. No offensive activity, annoyance or nuisance to the neighborhood is permitted. Covenants Article VI, Section 1 (C).

IV-14. No throwing or kicking of any foreign objects such as balls, Frisbees, rocks and the like is permitted within 20 feet of any villa. Minutes 10/8/87.

IV-15. Use of firearms, BB guns or pellet guns is not permitted on Common Grounds. Minutes February 9, 1988.

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SECTION V – POOL AND GAZEBO

V-1. Only Members and their Accompanied guests may use the pool.

V-2. No one under 14 is allowed in the pool area unless accompanied by an adult (18 or over). All bathers may be asked for proof of age at any time inside the pool fence.

V-3. All swimming is at your own risk. Absolutely NO DIVING is allowed under Florida Law.

V-4. All bathers must shower before entering pool per Florida Law.

V-5. No glass is allowed in pool enclosure. No food or drink in pool or on pool deck per Florida law.

V-6. Absolutely no animals allowed in pool area per Florida law.

V-7. Proper swimming attire is required. Children In diapers must wear waterproof pants (swimmies) in pool. Diapers cannot be changed or disposed of at poolside. Thongs and street clothes are NOT approved swimming attire for our community pool.

V-8. No toys, life rafts, balls, etc., are permitted. Noodles, life vests, life rings and water wings are permitted when not interfering with other people in the pool and gazebo area.

V-9. Members are completely responsible for the conduct of their guests as well as themselves. Violators may be denied use of the pool for 30 days.

V-10. No running or horseplay is allowed in pool or on the pool deck. Profane language or actions are intolerable.

V-11. Radios and other audio/video devices are permitted ONLY with personal earphones.

V-12. Maximum number of swimmers allowed by ordinance is 19. County Pool Permit.

V-13. Smokers are required to use cigarette ash receptacles. Minutes 1/12/16

V-14. Each Villa is entitled to ONE (1) pool key at no charge upon submission of completed Pool Key Application form. Current cost (subject to change by the Board of Directors) of replacement keys is \$50.00. Minutes March 9, 2011 and May 10, 2011.

V-15. The gazebo is for the use of all Members and may not be reserved for private parties. It may not be used for commercial purposes such as Tupperware parties.

V-16. Any intentional damage to pool or gazebo furniture or equipment may result in 30 days suspension of all pool and gazebo privileges to the guilty party.

V-17. Pool and gazebo hours are from 8:00 A.M. to 9:00 P.M. (unless otherwise posted). Any unauthorized person in the area outside of these hours may be subject to a 30 day suspension of all pool and gazebo privileges.

V-18. The pool safety rope must remain attached and not played upon to maintain safety.

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SECTION VI- PARKING AND TRAFFIC

~~VI-1.~~ Residents are to park their vehicles head in so the license plate is visible (except while loading or unloading a vehicle from its rear).

VI-2. Residents shall park only in their assigned space or a "guest" spot. No parking is allowed on the grass, sidewalks or access areas. Residents must use their own assigned space before using a guest space. Use of guest spaces is on a first come, first served basis.

VI-3. Residents are responsible for ensuring their visitors and guests comply with all rules and regulations and as such can result in vehicles being towed at owner's expense.

VI-4. Storage of vehicles not in service is not permitted without prior approval for specified dates. Approval is conditional based upon the owner being temporarily away and a secure and complete car cover covers the vehicle. Car covers shall be replaced at owners' expense when they become damaged and frayed. Emergency local contact information shall be provided if the vehicle must be moved. The Association is not responsible for vehicle movement if it becomes necessary for maintenance of the premises or based upon emergency necessity. Vehicles parked in a "guest spot" for more than seventy-two (72) consecutive hours are subject to towing at the vehicle owner's expense without further notice.

VI-5. The owner of a vehicle that continuously over (3) days leaks excess damaging fluids onto the pavement may be cited for damage to the asphalt material. Failure to correct the problem within an additional (4) days may result in the Villa's file being sent to attorney for a Covenant Violation Enforcement action with subsequent legal fees along with the costs of cleanup and pavement being the Villa owner's responsibility.

VI-6. Each resident shall be required to register their vehicles and have a Marbrisa Villas HOA Parking Permit Decal affixed on inside bottom corner of the passenger side of the windshield of each authorized vehicle. The decal shall be issued after receipt of the approved parking permit application form.

VI-7. Disabled vehicles are NOT to be parked on the premises and may be towed away at the expense of the vehicle's owner(s).

VI-8. No resident may park in the assigned space of another resident unless that other resident has given written permission to management, in which case a parking permit for the other unit should be displayed on the vehicle's windshield.

VI-9. Repeated violation (three times) of these rules and regulations are grounds for being sent to attorney for Covenant Violation Enforcement action with subsequent legal fees being the responsibility of the Villa's owner.

VI-10. The Board of Directors must approve requests for a "spare" vehicle, i.e. one that is in addition to the limitation of one vehicle per driver and in excess of 2 vehicles per household. Such approval shall be limited as approved by the board.

VI-11. Commercial vehicles, trailers, motor homes, RV's and boats are not permitted. Signs on or in vehicles are not permitted. Covenants Article VIII, Section 6.

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VI-12. No vehicle repairs are permitted. Emergency measures to start a dead battery or change a flat tire are however permitted.

SECTION VII- ADULT COMMUNITY

VII-1. By resolution of the Board of Directors on July 14, 1987, and subsequent written approval of more than fifty-one per cent of the villa owners October 31, 1987, Marbrisa Villas Homeowners Association, Inc., became an adult community. However, this Resolution recorded in the Osceola County **OR BK 0863 PG 1140** on December 28, 1987. This provision was made null and void by the Federal Fair Housing Amendments Acts of 1988, passed by The United States Congress on September 13, 1988.

SECTION VIII- ENFORCEMENT

VIII-1. Upon complaint by any resident of the Marbrisa Villas Homeowners Association alleging a violation of the Association's Declaration of Covenant and Restrictions and/or Rules and Regulations management will investigate said complaint.

VIII-2. Upon substantiation of a given complaint, management will issue a series of Notice of Violation letters to the Villa owner(s) and, if appropriate, to the Villa's residents specifying the violation and explaining the steps needed to cure said violation and setting forth the period of time in which to cure said violation.

VIII-3. In the event the Villa owner does not correct said violation within the time period allowed management will bring the issue to the Board of Directors to consider legal action.

SECTION IX - MEMBERSHIP & VOTING PROVISIONS

IX-1. No more than two units may be owned by any one individual or entity. By-Laws Article II, Section 1. Amended 5/1/91.

SECTION X – DIRECTORS

X-1. Term of office will be two (2) years for each director with elections staggered for up to four (4) directors in even numbered years and for up to three (3) directors in odd numbered years. By-Laws Article IV - Directors, Section 2, as amended 04/21/85.

X-2. Directors who miss three (3) consecutive Board of Director's Meetings are deemed to have resigned from the Board of Directors. Minutes 7/11/23.

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IMPORTANT TELEPHONE NUMBERS

EMERGENCIES 911

Although the Villas located in the Marbrisa Villas Homeowners Association have a Kissimmee Mailing Address, the Villas are not located inside the City of Kissimmee; therefore your law enforcement agency is the Osceola County Sheriff's Department.

Osceola Sheriff Non-Emergency Number 407-348-2222 for routine matters

Kissimmee Police Department 407-846-3333

Kissimmee Utility Authority 407-933-7777

Spectrum Cable 855-222-0102

The shopping centers on Boggy Creek Road and adjoining Lakeside Community are located inside the Kissimmee city limits and so Kissimmee Police Department responds to needs in that sector.

Contact Osceola County Solid Waste at 407-742-7750 PRIOR to placing large appliances, electronics, furniture, mattresses or other large bulk items out for collection. They will advise you of the special collection date when you can set the items out for pick-up.