

VSR Neighborhood "F" Homeowners Association, Inc.

A) General Provisions & Rules Enforcement:

The following General Rules and Regulations are designed to make living for all owner(s) in Neighborhood "F" pleasant and comfortable. The restrictions imposed are for the mutual benefit of all and both supersede and replace all prior versions of any Rules and Regulations that have been previously adopted by the Association. The Board of Directors has the right to delegate the enforcement of the general provisions of the Rules and Regulations contained herein.

1. The General Rules and Regulations hereinafter enumerated as to the common property shall apply to and be binding upon all owner(s).
2. The owner(s) shall at all times obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, lessees, contractors and other persons for whom they are responsible and persons over whom they exercise control and supervision.
3. Violation of these Rules and Regulations may subject the violator to any and all remedies available to both Associations and other owner(s) pursuant to the terms of the Declaration of Covenants, Restrictions and Easements for both Associations.
4. The Board of Directors, in writing, will call violations to the attention of the violating Owner(s) and/or Resident(s) and will also notify the appropriate Committee of the Association, if any.
5. Following three written warnings, fine(s) up to the amount of \$100 per day per infraction up to \$1,000.00 per infraction may be imposed for non-compliance by the Board of Directors and the Fining Committee.
6. Disagreements concerning violations will be presented to and be ruled on by The Fining Committee.
7. Violations may be remedied by the Association by fine, injunction or other legal means and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees against any person (s) violating the Rules and Regulations or the Declaration of Covenants, Restrictions and Easements, and any of the Exhibits attached thereto. Violations should be reported to the Board of Directors or to its designee (currently Brock

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Property Management).

B) Motor Vehicle Parking:

1. Any parking rules found in any of the governing documents, including, but not limited to, the Association’s Declaration, the Declaration of Villa San Remo HOA Inc (“Master Association”) or the Master Association’s Rules and Regulations are incorporated herein. These rules are in supplement to, and not to abrogate, those found therein. In the event of a conflict between these Rules and Regulations and any other, the more stringent shall control.
2. No motor vehicle may be parked overnight (between the hours of 2:00 AM and 6:00 AM) on the street within the community except as specifically permitted. Parking on the same side of the street as the unit during daytime hours is permitted only temporarily for loading/unloading or delivering by vendors, contractors or guests, and then only if such parking does not block mailboxes, driveways, or flow of traffic.
3. All motor vehicles must be parked in the garages or driveways; provided, however, parking is permitted in the Owner’s driveway only if the motor vehicle does not block the sidewalk, does not hang into the street, does not impede the flow of traffic or access by other vehicles, and does not block any mailbox or impede the delivery of U.S. Mail in any manner. Notwithstanding the foregoing, an owner’s motor vehicle parked in the owner’s driveway may block a sidewalk between the hours of 10:00 PM and 7:00 AM.
4. No motor vehicle may be parked on any grass, lawn or landscaped area.
5. No motor vehicle may be parked across sidewalks, on sidewalks, on grass, or in a manner that blocks or encroaches upon other Owners’ driveways, sidewalks, or mailboxes. Notwithstanding the foregoing, an owner’s vehicle parked in the owner’s driveway may block a sidewalk between 10:00 pm and 7:00 am.
6. Parking on the roadway directly opposite another parked vehicle is strictly prohibited.
7. No vehicle may be parked at the dead-end of any roadway.
8. Service vehicles may be parked at a unit only during the time services are being

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provided to the property.

9. The speed limit throughout the neighborhood is 25 MPH. All vehicles must come to a full stop (i.e., no rolling stops) at all stop signs.
10. An owner may not place a cover on a vehicle without the prior written approval from the ARB Committee. Any approved covers must be kept in excellent condition.
11. For the first violation if the vehicle is not impeding traffic or if it's not otherwise an emergency, the Association shall issue a written warning to the Owner identifying the violation and giving the Owner 24 hours to cure the violation.
12. If the Owner fails to cure the violation within the time period after the warning, or when a vehicle is impeding traffic or when there is an emergency, then:
 - If the parking is on the street, the vehicle may be towed at the vehicle owner's expense (including vehicle owner's costs of towing and storage).
 - The Association may impose a fine of up to \$100 for each day the violation continues, until the vehicle is moved, subject to any capitation in law.
13. The Association may immediately tow a vehicle without further warning when any of the following conditions are met:
 - The vehicle constitutes a hazard, obstructs fire lanes, sidewalks, driveways, mailboxes, or the normal flow of traffic; or
 - The vehicle is parked in a “tow-away zone” for which the required signage has been posted in compliance with § 715.07, Florida Statutes.
14. The cost of towing, storage, and any fine shall be the responsibility of the vehicle owner (or Owner whose Lot the vehicle is parked at).

C) Trash/Refuse:

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Refuse containers include garbage cans, trash cans, recycling bins or other types of containers used to hold or contain garbage.

1. To the extent not otherwise required by applicable law, residents are required to keep trash in tightly covered refuse containers manufactured for trash purposes. Every attempt should be made to secure trash and recyclables to avoid spills, identity theft, wind scatter and control wildlife.
2. All covered refuse containers may be placed out for collection no earlier than 6:00 PM the evening before scheduled trash pickup. All receptacles should be returned to the garage by 9:00 PM of collection day.
3. Empty refuse containers shall be removed from the collection point on the same day and stored in the garage.
4. Pet waste receptacles (no larger than 18" in height) shall be kept in the garage or hidden from public view at all times.
5. Residents are responsible for keeping the areas surrounding their residence free of litter, regardless of the source of the litter.
6. Large cartons and boxes must be broken down to a manageable size before being placed on the street for pick up.

D) General Rules:

1. No Unit may be occupied or used for any commercial or business purposes whatsoever that interfere with the residential nature of this Community.
2. For security reasons, no garage sales are permitted.
3. No signs of any kind shall be displayed to the public view on any Unit in the community, including "For Rent" or "For Sale" signs of any character, not including small security signs. **Sellers are responsible for informing their real estate agents of this rule.**
4. Owners are allowed 2 dogs and/or 2 cats (i.e., a combination of 3 of either is **not permitted**).

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5. In the event that the dog or other pet must relieve itself while being walked, the person walking the pet is responsible for cleaning up the feces and properly disposing of same within their unit. Owners walking pets not on a leash or having no provisions for clean-up will be in violation. **Pets shall be walked in the common areas only and are strictly prohibited from being walked on homeowners' lawns or other private property.**
6. Dumping of any material into the lakes or any other area, including storm drains, is strictly prohibited.
7. Except as otherwise provided by applicable law, owners may not hang clothing, bedding, mats, rugs, towels, etc., out to dry.
8. Pet owners are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict.
9. Pets shall not be left unattended outside the Unit. No pet shall be kept tied up outside of a Unit or in any covered or screened porch or patio unless someone is present in the home.
10. Owners or Tenants who are moving in or out of the Neighborhood may only do so between the hours of 8:00 AM and 9:00 PM.
11. All door-to-door commercial solicitation is prohibited. Placing of materials on or within any portion of the Units is strictly prohibited unless the Association grants express written permission.
12. Basketball Hoops are not permitted.
13. Holiday decorations may be displayed one month prior to a holiday and must be removed no later than two weeks after the holiday.

E) Architectural Review Board (ARB) Guidelines:

1) General:

- A. Once a tree, shrub or plant (excluding annuals) is added by a Homeowner (after ARB approval) its trimming is also the responsibility of the "F" HOA. However, after the new planting is completed, it is the homeowner's responsibility to water

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and protect the new plantings. If a tree, shrub or plant (planted by the homeowner) must be removed (regardless of its condition (i.e., damaged, or dead)) or the homeowner simply wants to remove and or replace it with a different kind of planting, the costs for removal and/or replacement will be the responsibility of the Homeowner, with the sole exception of any tree that is identified as diseased by the Association’s landscaper, or where such tree is causing substantial damage to property in the judgment of the Association’s Board of Directors.

- B. It is important to understand that many trees and shrubs (mostly trees) are protected and regulated by Palm Beach County and the fines for removal and/or improper trimming are significant. Accordingly, **no tree, shrub or plant (excluding annuals) may be removed, replaced, or trimmed regardless of its condition, without first submitting an ARB Form for approval.** This form may be obtained by calling Brock Property Management, Inc. at (954) 753-2675 .
- C. All trees, shrubs and plants existing on a Homeowner's property, prior to the effective date of this document, will be grandfathered. Once a grandfathered item is removed, it may not be replaced without approval from the ARB Committee.

2) Trees:

- A. An ARB Form must be submitted before planting, removing, or trimming any tree from a Homeowner's property. This pertains to all trees regardless of their condition (damaged, dead, or live).
- B. A County Permit is required in addition to the ARB Form when removing trees on the Palm Beach County Protected List.
- C. We do not allow planting of the following trees (this list will be revised when appropriate):
 - i. Fruit Trees and the like (Includes Banana)
 - ii. Rubber Trees
 - iii. Ficus Trees
 - iv. Birds of Paradise

3) Fountains, Statues, Lighting etc.:

- A. Certain fountains, statues and lighting are allowed to be placed on homeowner's

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property. Before purchasing such items, you should submit an ARB Form with detailed drawings/photographs of the items to be installed as well as their placement on the property. Dimensions of a fountain may not exceed a height of 64 inches (5'4") or a width of 24 inches (2'). Ornaments or statues may not exceed a height of 36 inches (3') or a width of 24 inches (2'). Fountains (may be secured in cement), ornaments or statues must be able to be disassembled or moved to a storage area whenever a hurricane has been named and its impending path is determined to be heading in the direction of Palm Beach County.

- B. Exterior light fixtures must be black and generally consistent in appearance with the rest of the Neighborhood "F" Community. Exterior light bulbs shall emit a standard white light and shall not emit colored, tinted, or decorative light.
- C. The ARB Committee will ensure that those items to be installed are in keeping with the overall architectural standards set by the Villa San Remo HOA and Neighborhood "F" HOA.

4) Mulch, Decorative Stones, Pavers etc.:

- A. Mulch may be placed in any existing gardens without submitting an ARB Form and may be refreshed and/or replaced at any time. If you are changing from mulch to decorative stones and/or pavers or any combination of these, an ARB must be submitted. Once decorative stones etc., are approved, they may be replaced and/or refreshed as long as the areas in which they reside are not made larger or smaller.
- B. The driveways and walkways (Not common property sidewalks) may be stained or painted in the color Driftwood by Turf-Top. Painted/stained driveways and walkways must be maintained by the homeowner with the same standards of pressure cleaned driveways and walkways.
- C. Trellis decorations are not allowed as they interfere with the proper maintenance and painting of the unit.
- D. Except as otherwise provided for by law, plantings under the front window of a unit cannot be allowed to grow above the windowsill. The front garden area cannot extend to the property mailbox or street nor be increased beyond the original dimensions that the builder provided and must not be allowed to overgrow, diminishing the appearance of the unit.
- E. Potted plants are only permitted in the confines of original gardens. All potted plants must be removed prior to a hurricane.

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5) Additions or Changes to the Outside of a Unit:

- A. Except as otherwise provided for by applicable law, if you are adding or changing the appearance of the outside of your unit (e.g., hurricane shutters or expanding your patio as an example), a detailed ARB must be submitted. In cases involving the kinds of items described above, additional permits may be required from Palm Beach County (your contractor will help you with this). In rare cases, the ARB Committee may approve a change to your unit, but the County may not. In these cases, the County takes precedence, and your ARB will be disapproved until such time as the County requirements are met.
- B. Any replacement windows must be white.
- C. Screened additions to the front entrance as well as the rear of the house must be white and approved by the ARB Committee. The front door(s) of your unit must be the current color of the painting scheme and generally consistent in appearance with the rest of Neighborhood "F" Community as well as any new door hardware (doorknobs, locks, etc.).
- D. The property Owner or renter is responsible for cleaning his/her respective mailbox. If the mailbox starts to deteriorate, notify Brock Management, Inc. (954) 753-2675 to address your issue.

6) Summary:

The Neighborhood "F" Board of Directors wants to make the beautification and enhancement of your property as simple a process as possible; while at the same time ensuring that all additions and changes to both your landscaping and your structure enhance everyone's property values and meet the Architectural Standards set by both the Villa San Remo HOA and the Neighborhood "F" HOA. A good "rule of thumb" is; "If you are not sure", call Brock Management, Inc. or one of your Board members and discuss your plans with them. They will be happy to assist you with the process.

F) Property Maintenance and Appearance:

1) Owners Responsibilities:

- A. Owners are responsible for keeping their homes presentable to the view of the community. Exterior walls must be kept free from dirt, stain, mold and bacteria. Driveways and walkways must be kept free of mold, oil, grease, and stains.

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- B. Owners are responsible for keeping their backyards free from unsightly refuse piles, debris, or other unsightly objects; including but not limited to, animal cages and litter boxes. A unit Owner will be notified in writing of any condition that needs to be remedied and will have thirty (30) days from notification to comply except in those cases where the Board of Directors determines, in its sole and absolute discretion, a shorter period of time should apply.
- C. If the condition is not remedied within the allowed time period, the Neighborhood "F" Board of Directors may, in the Board of Director's sole and absolute discretion, order the work completed and charge said Owner with the cost of said work, which shall then appear as a lien on the Owner's property, or sue the Owner for injunctive relief.
- D. Each Owner who plans to be absent from his/her Unit during the hurricane season (June 1st - Nov 30) will prepare his/her Unit and Lot prior to departure by removing all furniture, potted plants and other moveable objects from covered patio or screen enclosure areas and from outside of the Unit. The Owner must designate a responsible person or individual to care for the Unit/Lot should it suffer Hurricane damage.
- E. Hurricane shutters must be, if permanently installed, white metal or clear plastic. No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or hurricane warning that impacts the Villa San Remo Community. Shutters must be removed (non-permanent) or opened (permanent) no later than seventy-two (72) hours after the storm has passed.
- F. Indoor/outdoor window signs or reflected materials are not permitted.

2) Owners Landscaping:

- A. Landscaping maintenance is provided for Developer and Owner (providing the proper ARB permissions are obtained) installed trees and shrubs. Anything beyond basic cutting, trimming and fertilization shall be the responsibility of the Unit Owner.
- B. Appearance of front yards and common areas must be in accordance with ARB (Architectural Review Board) specifications (see Section F) and uniform throughout Neighborhood "F".
- C. Residents must not add, remove or replace trees or shrubs of any kind, potted or otherwise, without written permission from the ARB.
- D. Fountains or ornaments of any kind are prohibited unless approved by the ARB.
- E. Owners may plant annuals only, in garden beds, without ARB approval.
- F. No sod, topsoil, fills or muck shall be removed from Lots without prior written consent of the Architectural Review Board (ARB). No changes in the condition

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of soil or the level of the land shall be made which would result in any permanent change in the flow of drainage or surface water within the neighborhood or on the Lot.

3) Requests for Changes:

Intended changes to structures or appearance of the unit or the property must be presented in writing to the Architectural Review Board. The ARB Request forms are available from the Management Company. Requests will be answered in writing within forty-five (45) days from the time the Architectural Review Board receives a complete application. See the Declaration of Covenants and Restrictions of the VSR Homeowner's Association for more information.

4) Exterior Antennae:

No exterior radio, television or other electronic device antennae shall be permitted on any lot or residence without prior written approval of the Architectural Review Board, which consent shall be in accordance with the Declaration of Covenants and Restrictions and the Telecommunications Act of 1996.

5) Reflective Material in Windows:

No unit may have aluminum foil or other reflective material placed in any window or glass door except as approved by the Architectural Review Board.

6) Awnings:

No awnings, canopies, or shutters, including hurricane storm shutters, shall be attached, or affixed to the exterior of any buildings unless approved by the Architectural Review Board.

7) Roads:

The roads within Neighborhood "F" are for licensed vehicles only. The Board of Directors of the Master Association must approve any other use.

8) Dumpsters/Moving PODS:

Prior approval from the ARB Committee must be obtained before placing a

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dumpster or other large trash removal device in your driveway. When approval is granted, it will be for a period not to exceed 10 business days. Moving PODS require **no prior approval**. They must be placed entirely in your driveway (never in the street) and may remain for a period not to exceed 7 calendar days.

9) Barbecue Grills

- A. Charcoal, wood, pellet or gas barbecue grills, or any similar device as the Board of Directors may reasonably determine (hereafter “Grills”) may not be placed within the greater of 10 feet or such manufacturer’s instructions of any exterior wall, dwelling, accessory structure or combustible surface, unless the manufacturer’s instructions specifically allow a closer placement and a non-combustible surface is provided between the Grill and the surface.
- B. Grills are prohibited inside screened patios or indoors unless the patio is constructed and certified for such use in accordance with the Florida Building Code and applicable fire codes. In any event, open flame or gas Grills shall not be operated inside enclosed patios or structures not specifically designed for safe grill use, including, but not limited to, proper ventilation.
- C. When not in active use, Grills must be cleaned, covered with a manufacturer-approved cover, and stored inside the garage or on a paved patio area so that they are not plainly visible from the roadway or common area and do not create a hazard.
- D. Grills must be used in accordance with the manufacturer’s instructions; Owners shall ensure that all ashes, charcoal, embers, grease or any similar item from the Grill are safely disposed of after the Grill’s use and the grilling area left in a safe condition.
- E. All Grills must comply with the Florida Fire Prevention Code and the Florida Building Code, and any additional regulations adopted by Palm Beach County.
- F. Owners using gas Grills must ensure that gas cylinders are properly connected, secured, and stored in an upright position and that supply lines are not damaged or leaking prior to use.
- G. Propane tanks and cylinders must be disconnected or removed and properly stored when not in use.

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- H. Owners shall keep a fire extinguisher designed for use on a fire caused by a Grill (e.g. a Class ABC fire extinguisher) or other approved fire suppression device in close proximity to the Grill when in use.

G) Rental Rules and Regulations:

Please Note: To promote safety and social welfare of the Owners of property at Neighborhood "F" and to protect the property value of all Unit Owners, the following Rules and Regulations are promulgated. They are based on Association documents. To the extent any conflict exists, the Association's rental requirements shall be as set forth in the Declaration of Covenants, Conditions and Restrictions, as amended, including but not limited to pursuant to the amendment to the declaration recorded in Palm Beach County Official Records Book 26415, Page 240.

Banks and lending institutions are reluctant to approve mortgage applications in communities that do not regulate/monitor rental agreements.

Owners should keep these Rules and Regulations with other Association documents.
Should you wish to lease your home, supply them to your attorney for preparation of leases.

Rental Application packets are available from the Management Company.

1) General Information:

- A. All leases must be in compliance with Documents of the Associations.
- B. No Owner may lease his unit, nor may a Lessee reside in a unit without prior written approval of the Association. Further, no Owner may lease a unit within the first two (2) years of ownership of said unit (in the event an Owner acquires title to a Unit with a tenant in possession under an approved lease, at the expiration of such lease term, the Unit shall not be leased again until the two year anniversary of the expiration of the prior approved lease).
- C. No Owner may lease a portion of his residence, nor may a Lessee reside in a portion of unit without prior written approval of the Boards of Directors.
- D. Subleasing is strictly prohibited without Board approval.
- E. Rentals shall not exceed Ten (10) percent of the total units in Neighborhood "F" (which is equal to 17 total Units at any given time). The Association shall maintain a list of those rented Units and a waiting list of Owners wishing to rent their Units

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for the purposes of compliance with this limit. Owners wishing to lease their Unit shall have their name placed at the bottom of the waiting list. Owners shall have 60 days to lease their unit from the time they are notified by the Association that their Unit can be leased. If an Owner does not lease the Unit within the 60 days from notification, then the Owner’s name will be removed from the list and the next Owner in line will be notified of the opportunity to lease the Unit.

- F. No portion of a Unit, other than the entire Unit, shall be rented by the Owner.
- G. The Owner of a leased Unit shall be jointly and severally liable with his or her tenant for compliance with the Association Documents and the Rules and Regulations, and to the Association for the payment of assessments and for any claims for injury or damage to persons or property caused by the acts or omissions of the tenant or any person for whom the Owner is responsible.

2) Procedures:

- A. Each and every time an Owner intends to lease his/her residence (including lease renewals, which must be for a minimum of 12 months), he/she shall give written notice to the Association. This "notice" is one of the forms included in the Rental Application Packet, which is available from the Management Company. Brock Management (954) 753-2675
- B. All past due Assessments on the Owner's Lot, including Special Assessments, late fees, fines, and/or legal fees due to the Associations, must be paid before approval for rental is given.
- C. A personal interview of the potential Tenant(s) by the Board of Directors is part of the application process and can be arranged upon completion of the Rental Application and receipt by the Management Company of all information and/or documents requested therein.
- D. Within thirty (30) days from receipt of (1) Notice and Application for Approval, (2) a completed Rental Application, including receipt of all information and or documents requested therein and (3) a personal interview, the Association shall approve or disapprove the proposed lease.

3) Lease Specifications:

- A. A **written lease** is required. It must contain all the terms agreed to by the Owner and Lessee and include that the Lessee will be subject to all Association rules and regulations. It must be signed and submitted as part of the Rental Application packet.
- B. The lease shall list the names of all persons who will occupy the residence.
- C. As part of the lease application process, the unit owner(s) will be required to

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execute an assignment of rent in the event the Owner defaults on any assessment payments. After approval by the Association, the Tenants occupying the unit may not vary from those named on the lease presented to the Association during the application process. If anyone other than those persons specified on the lease occupy the unit, the Association's rental approval for said unit shall be revoked automatically and the occupancy deemed unauthorized.

- D. The lease shall contain provision for any addendum, which may be required by Rules promulgated by the Board whenever the Association deems necessary.
- E. All leases shall provide the tenant with the right to use/occupy the Unit and the Common Areas. Said tenant shall be subject and subordinate, in all respects, to the provisions of the Governing Documents and Rules & Regulations for the Association(s).
- F. All leases shall provide that the Association has the right to terminate the lease upon the tenant's failure to observe the provisions of the Association's Governing Documents and/or Rules and Regulations for the Association.
- G. The Owner shall provide the Association with a copy of the executed lease, in its entirety, for the Unit.

4) Duration/Extension of Lease:

- A. No unit shall be leased for a rental term of less than twelve (12) months.
- B. Any renewal of a lease must be for a minimum of twelve (12) months).
- C. No lease shall be for more than a twelve (12) month period. A lease may not be renewed without a review and approval by the Board of Directors. This review must occur no less than 30 days prior to the renewal date.

5) Fees/Fines/Violations:

- A. If a Lessee has failed to comply with the Documents and reasonable Rules and Regulations of the Association, the Board of Directors, at the time of the review, will disapprove the continuation of or renewal of the lease and the Lessee shall vacate the premises.
- B. The Association may levy fines as prescribed by Florida Statute against violators of the Declaration of Covenants and Restrictions and/or violations of the Rules and Regulations. In any action brought by the Association to enforce the Declaration of Covenants and Restrictions, Bylaws, and Rules and Regulations against violations by either the Owner or Lessee, where the Association prevails, the Association will be due reasonable attorney's fees at trial or appellate levels.

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6) Mortgage Protection Clause:

No provision in the document shall amend or modify any Mortgage Protection provided for in the Association Declaration of Covenants and Restrictions for Villa San Remo homeowners Association, Inc.

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