

**VENICE BEACH APARTMENTS TWO, INC.  
100 THE ESPLANADE N.  
VENICE, FLORIDA 34285**

**RULES AND REGULATIONS**

1. No Smoking allowed
2. No pets allowed.
3. Grilling is allowed outdoors in designated area(s) only. Personal grills must be removed after each use, and the grilling area should be cleaned if necessary. Only electric grilling is allowed on lanais.
4. Pool rules as posted at the swimming pool or on the clubhouse bulletin board are to be followed.
5. Garbage, rubbish, refuse, trash and recyclables should be promptly and properly disposed of and shall not be permitted to otherwise accumulate in places other than the receptacles provided therefore. Do not allow bags to leak.
6. No article shall be placed on walkways or other common areas without prior approval of the Board. In addition, no articles shall be placed on exterior window sills."
7. No commercial trucks or RVs owned or rented by Leaseholders or guests shall be parked on the cooperative property. No overnight sleeping in any type of vehicle is allowed on the premises.
8. Two-car families are allowed to occupy a second carport space with proper arrangement with the cooperating Leaseholder of that space. Also, a guest spot may be used by a two-car family overnight, but only after 10:00 PM and removed by 7:30 AM the following day. Carports shall not be rented or loaned to non-residents.
9. All units may use hard-surface flooring such as tile throughout the entire unit, however, for units on the second and third floors, if hard flooring is used, the flooring must be installed over soundproofing underlayment specially designed to control sound transmission between units. Soft vinyl with an underlayment is permitted throughout a unit. All floor replacement/construction must be approved by the Board.
10. The selection and maintenance of the various plantings will be given guidance by the Gardening Committee. The Committee is open to recommendations, and volunteers are welcome to help with the work.
11. No unit shall be rented except under the following conditions:
  - a) Unit shall be limited to not more than two adults per bedroom. At least one person per unit must be age 55 or older.
  - b) The minimum rental period shall be not less than three months and the unit shall only be rented once in a three-month period.
  - c) The unit shall not be rented more than twice per year.

- d) Only the approved occupants, as listed and approved by the Board of Directors on the rental application may occupy the unit. No subletting is permitted. The unit shall not be sublet, and the occupancy privilege shall not, in any way, be transferred to another occupant.
- e) No one under 18 years old may rent the unit.
- f) At least one occupant must be at least 55 years old to rent the unit.

12. Bikes may not be parked in the walkways or Community Room. They may be secured to a forward post in the carport from the building.

13. No personal property including, but not limited to, towels, clothing, rugs or mats, pool floats or toys, fishing, gardening or recreational equipment is to be left outside of an owner's unit or storage space. Nothing may be hung from or draped over railings or shrubs. No clotheslines are permitted on lanais or elsewhere on the cooperative property

14. Repair and/or replacement of air conditioning units are the responsibility of the unit owner. The runoff pipe must be connected to the runoff drain. The A/C pan must be maintained and ensures water drains properly. New A/C units should not be painted, but remain as the factory finish.

15. The exterior components of a unit, for which the owner is responsible, (including, but not limited to, doors, windows and screens, both on windows and on lanais) are to be maintained by the owner on a "cookie cutter" basis consistent with all other units, i.e., the extremities (architectural components) of all units shall look the same. Windows and/or entry doors may be replaced but only with those that are specified in the **attachment** to these rules.

16. All units must have at least one occupant age 55 or older regardless of whether the occupant is an owner, renter or guest. The Board of Directors can make exceptions to this age/occupancy restriction as long as the 50-percent rule of Article 23.13 of the Bylaws is not violated. As per Article 7.13 of the Bylaws, all changes of unit ownership and all rental agreements shall be approved by the Board of Directors.

17. All water heaters must be replaced every 10 years. The Board reserves the right to perform periodic inspections to ensure water heaters comply with the 10 years age requirement. All replacement efforts must be approved by the City of Venice. A copy of the approval must be on file with the Association's management company. Tankless water heaters are prohibited. An owner shall be deemed strictly liable for any damage arising out of a failure or refusal to comply with the 10 year water heater replacement requirement contained in this paragraph 17.

18. White lightbulbs must be used for all outside light fixtures. The Association's handyman will replace burned out lightbulbs.

19. Each owner must supply the Board or management with a key to their unit. In case of emergency, if access is needed to a unit and the key is not available, entry to the unit will be forced and any repairs due to damage will be the owner responsibility.

20. Quiet Time, the interval of no excessive noise inside or outside each unit, is from 8PM to 8AM. There are some exceptions. Quiet Time does not pertain to emergency repairs, community events in the Community Room and the swimming pool. For outside contractors and for unit construction and remodeling, Quiet Time is 5PM to 8 AM. For laundry rooms, Quiet Time is 8PM to 7:30AM.

21. The Units shall be used for residential purposes only. No trade or business may be conducted in any Unit or otherwise on the cooperative property, except that an Owner, tenant or other occupant may have a home office within the Unit so long as: (1) the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the Unit; (2) the business activity conforms to all zoning requirements for the cooperative property; (3) the business activity does not involve persons coming on the premises who do not reside on the cooperative property or door-to-door solicitation of residents; and (4) the business activity is consistent with the residential character of the cooperative and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents, as may be determined in the sole discretion of the Board.

22. No sign, banner, billboard, notice, or advertisement of any other kind shall be placed, erected, displayed or shown anywhere on the cooperative including, but not limited to, those posted in windows of buildings or motor vehicles. The Association may designate a place within the cooperative property for the posting of notices required or permitted by the governing documents and by law, and may specify by additional policy such other type or types of notices and information that may be posted.

23. No portion of the cooperative property shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition that will be obnoxious to the eye, nor shall any substance, thing, or material be kept upon any portion of the premises that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants or surrounding property. No noxious, illegal or offensive activity shall be carried on upon any portion of the cooperative property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the cooperative property. There shall not be maintained any plants, devices or things of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the cooperative property or which will increase insurance rates on any Unit or on the Common Elements; No apparatus or machine of any sort shall be used or maintained in any Unit which causes interference with television or other such reception in other Units.

24. To prevent discoloration or staining of walkways, outside door mats must be made of a material, such as Coco, that allows air to reach walkways. Unacceptable mats include those made of rubber or vinyl or have rubber or vinyl backing."

25. No unit shall be loaned except under the following conditions:

- a) The unit shall only be loaned to a family member. Non-related persons are considered renters and must follow the rental requirements. The Board has the right to request proof of relationship.
- b) Failure to provide said proof to the satisfaction of the board is non-negotiable and shall be grounds for denial of the application, without opportunity for appeal.

- c) Providing a false statement will result in a denied application and possible denial of future applications.
- d) The unit shall only be loaned once in a three-month period.
- e) The unit shall not be loaned for more than a two-week period.
- f) The unit shall not be loaned more than two (2) times per year.
- g) The unit shall not be sublet, and the occupancy privilege shall not, in any way, be transferred to another occupant.
- h) At least one occupant must be at least 55 years old. No one under 18 years old is permitted to stay more than a 2-week period and must be accompanied by an adult to use common area amenities.