

SCHEDULE A TO BYLAWS – Version 4.1; November 7, 2022

**RULES AND REGULATIONS OF THE
VILLAGES OF SELOY CONDOMINIUM ASSOCIATION, INC.**

In addition to the provisions of the Declaration of Condominium of Villages of Seloy, a Condominium (“Declaration”), the Articles of Incorporation (“Articles”) and Bylaws (“Bylaws”) of VILLAGES OF SELOY CONCOUMINUM ASSOCIATIONS, INC., (“Association”) the following rules and regulations, together with such additional rules and regulations as may be adopted hereafter by the Board of Directors, shall govern the use of Units, Common Elements and other property owned by the Association or subject to use rights held by the Association (“Association Property”), and the conduct of all Unit residents, whether Unit Owners, approved lessees, or the guests of Unit Owners or lessees. All defined terms herein shall have the same meaning as in the Declaration, articles, and Bylaws.

1. Each Unit in the Condominium shall be used for only residential purposes. Units may not be used for any business or commercial enterprise.
2. In order to enhance the beauty of the building and for safety purposes, the sidewalks and all similar common areas must not be obstructed, encumbered, or used for any purpose other than ingress and egress to and from the premises. Bicycles may be stored only in units.
3. Unit Owners shall store personal property within their respective Units.
4. **Trash and waste disposal:**
 - a. To provide a healthy environment and to eliminate odors and vermin, all household organic waste and trash must be placed in plastic bags and put into lidded, secure trash containers.
 - b. Trash and recycling containers should be put curbside no earlier than 6PM the day before scheduled pick-up and collected by owners by the end of the day after pick-up.
 - c. Non-organic waste (Styrofoam, cardboard, etc.) may be set beside the trash bin.
 - d. When feasible, owners should break down cardboard and put into recycle bin.
 - e. Owners must secure these items from blowing around the property so they can be collected by the weekly waste pick-up truck.
 - f. Any material blown around the property is the responsibility of the owner to collect and dispose of properly.
 - g. Small amounts of clippings / yard waste should be put into trash bags and put into trash containers for weekly pick-up by waste management company.
 - h. The Common Elements and Association Property shall be kept free and clear of rubbish, debris, and other unsightly material.
5. **Combustible Substances, Grills and Fire-pits:**
 - a. No combustible or explosive substance shall be kept in any Unit or in any storage area, except such as may be required for normal household uses.
 - b. Grills, Fire Pits or any other item fueled by any flammable gas (propane, kerosene, etc.,) or kindling (includes charcoal brickets) is not permitted within VOS lanais (SJC Fire Code).
 - c. Gas Grill, charcoal grills may be used on the Unit Owner’s limited Common Element brick driveways.

- d. Electric grills, table top grills not to exceed 200 square inches of cooking surface or other similar apparatus shall be permitted.

6. Insurance Concerns:

Unit Owners shall not permit anything to be done or kept in their Units that will affect the insurance coverage on the Condominium or that will obstruct or interfere with the rights of other Unit Owners. Unit Owners shall not commit or permit any nuisance or illegal act in or about the Condominium Property.

7. Parking:

No vehicles other than automobiles and allowable motorcycles and golf carts shall be permitted to park within the Condominium Property, except for the purpose of making deliveries or providing repair services to a Unit. For purposes of this rule, "Automobile" shall include any type of allowable van or truck such as a pickup truck, commonly used for ordinary transportation purpose and not used in a trade or business.

- a. No other vehicle or equipment of any kind, whatsoever, including, but not limited to, commercial work trucks, delivery vans, boats, boat trailers and campers shall be parked, maintained, stored, or otherwise kept within the designated parking areas or on any other portion of the Condominium Property at any time whatsoever.
- b. All parking of allowable vehicles for or on behalf of a Unit Owner shall only be in the designated parking spaces (owner's driveway or other marked parking spaces).
- c. No vehicles shall be repaired within the Condominium Property, except in emergencies, and except as otherwise provided in the Declaration.
- d. Notwithstanding the foregoing, vehicles that would not otherwise be permitted on Condominium Property may be kept wholly within the confines of a closed garage. Automobiles with advertising or logos shall be parked only in Unit garages or areas designated by the Board.
- e. No vehicles shall be parked on any lawn, yard, travel area of streets, or other area not intended for vehicular parking.
- f. Temporary Storage: notwithstanding the foregoing, boats, travel trailers, motor coaches and recreational vehicles may be parked on those portions of the Common Elements designated for such purpose by the Board of Directors for periods of not more than Forty-Eight (48) hours for the purpose of preparing such vehicle for use, provided such parking does not interfere with ordinary traffic flow or access to any unit.
- g. Exceptions. For good cause, the Association may grant a specific exception of limited duration to the provision of this section upon written request to the Association. Any application for any exception should be made through The VOS Management Company.
- h. Owner of unit should request parking exception for guests, visitors or owners stating date of intended parking, said application should be made to The VOS Management Company.
- i. Under no circumstances may owners, guests or visitors be permitted to remain in camper or motor home for any other purpose during this time period.

8. VOS Community Appearance:

To maintain an attractive and uniform appearance among the Building, no Unit Owner shall make any alterations to the exterior of his Unit or cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, patios, windows, or roof, nor shall a Unit Owner place anything other than porch furniture or plants on the lanai except with the prior written consent of the Board.

- a. Unit Owners are prohibited from installing security bars on the exterior of their Units.
- b. The Unit shall not be used for gambling or for any immoral or illegal purposes.
- c. Any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial day, Flag Day, Independence Day and Veteran's Day, may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet, that represent the United States Army, Navy, Airforce, marine Corps, or Coast Guard, regardless of: (a) any provisions in these rules and regulations
- d. In order to maintain an attractive appearance, no sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed to any Building or on or upon any part of the Condominium Property or Association Property without the written consent of the Board.
- e. No Unit Owner or Occupant shall engage or pay any employees on the Condominium Property, except those actually working for such Unit Owner or Occupant on said premises, nor advertise for laborers giving an address at said Condominium Property or Unit.
- f. No fences may be erected upon the Condominium Property or Association Property without the express written approval of the Board of Directors.

9. Pet Rules:

- a. Any Owner maintaining a pet on the Property shall be fully responsible for the pet and shall clean up immediately after the pet when outside within the property.
 1. Guests, lessees or invitees are not allowed to bring any pets onto the property.
 - a. See Article XIV, Paragraph 6-Pets, last sentence of Declarations.
 2. Exceptions can be granted by the Board of Directors and in the case of certified service animals.
- b. Owners (or residents) of each unit can maintain in the Unit as pets:
 1. One dog and one cat,
 2. Or, two dogs,
 3. Or, two cats
 4. No animal may be kept, bred, or maintained for any commercial purpose.
 5. Pit bulls, Rottweilers, and other similar types of dogs are not allowed regardless of weight or size.
 6. Exceptions can be granted on a case-by-case basis by the Board of Directors.
- c. Fish or other caged small pets, such as birds, are allowed if kept within the Unit.

- d. When outside of the unit, all pets shall be leashed and in the company of an individual willing and able to fully control the pets. Pets shall never be allowed to run freely upon any of the property.
 - 1. Pets are not allowed to urinate/defecate within 5 feet of a unit including the Lanais.
 - 2. Owners must control extended barking of their pets and not encourage contact between animals that sets off such barking.
- e. Food or water should not be given to any stray animals.
- f. Each Unit Owner owning a pet shall assume full responsibility for personal injuries or property damage caused by his or her pet, and each Unit Owner agrees to indemnify the Association and all other Unit Owners and hold them harmless against any loss, claim, or liability of any kind whatsoever arising from or growing out of any harm, injury, or damage caused by such Unit Owner's pet.
- g. A violation of the provisions of these Rules shall entitle the Association to all of its rights and remedies.
- h. Pets belonging to Unit Owners are permitted within the Condominium Property and Association Property subject to the following restrictions:
 - 1. No animals other than household, domestic animals (dogs, cats, small birds, and fish) shall be permitted upon the Condominium Property or Association Property at any time.
 - 2. No animal shall be allowed to constitute a nuisance. The Board of the Association shall be entitled to make the sole determination as to whether a particular pet constitutes a nuisance. Upon the determination that a pet constitutes a nuisance, the Unit Owner shall discontinue the keeping of that pet immediately upon notification by the Board of such a determination. The resident will have no recourse against any member or members of the Association for any decision made regarding the removal of pets from the Unit.
 - 3. The Board shall have the right to promulgate Rules further restricting the keeping of pets.

10. Pool Rules:

- a. Lifeguard: No Lifeguard on Duty. Swim at your own risk.
- b. Pool Hours: Dawn (30 minutes before sunrise) to Dusk (30 minutes post sunset).
- c. Shower: Shower before entering the pool.
- d. Guests: All guests (limit of 6 guests per unit at one time) must be accompanied by a host resident and adhere to all pool rules.
- e. Diving: No diving.
- f. Running: No running on pool deck.
- g. Noise: No loud music or other loud noises are allowed in pool areas so as not to disturb other people at the pool or owners in nearby residences.
- h. Food and Beverage: No food or beverage in the pool or within 4 feet of the pool. (State Law)
- i. Animals: No animals in the fenced area of the pool with the exception of certified Service Animals.

- j. Glass: No glass in the fenced area of the pool.
- k. Bathing Load: Maximum bathing load 40 persons.
- l. Pool Temperature: The pool temperature is set and monitored by individuals designated by the Villages of Selo Board. It is prohibited to change the pool temperature without authorization of the Board.
- m. Health Concerns: Do not use the pool if you have a health concern that may be infectious. (Skin, open wound, bodily fluids)
- n. Priority Order:
 - 1. Pool classes scheduled on the VOS Calendar take priority over individual swim times.
 - 2. One class per day will be prioritized.
 - 3. Lap/Exercise swim times are dawn to 10:00am and 5:00 PM to 7:00PM, unless that timeframe is after sunset, then it is 2 hours before sunset to sunset.
 - 4. All guests (limit of 6 guests per unit at one time) must be accompanied by a host resident and are welcome to use the pool outside the priority times listed above.
- o. Waterproof Clothing: Any person who is incontinent or not fully potty-trained must wear appropriate waterproof clothing when entering or being carried into the pool.
- p. Umbrellas and Furniture:
 - 1. Umbrellas must be closed and furniture must be replaced to original position if moved when leaving the pool area.
 - 2. All pool furniture is to remain outside at all times.
 - 3. Pool furniture cannot be removed from the pool area for personal use.
- q. Pool Toys and Personal Belongings:
 - 1. Please take all items you brought into the pool area with you when you leave.
 - 2. Pool noodles and other small flotation devices are allowed but not large rafts that take up a large amount of space.
 - 3. Keep pool rim area by entry hand railing free from shoes, noodles or other items so entrance to pool steps is free from tripping hazards.
- r. Bathing Suits:
 - 1. Wet bathing suits are allowed in the restrooms but not the rest of the clubhouse.
 - 2. Do not leave any puddles of water on the restroom floors. Wet floors are a major fall hazard.
- s. Adhesive Bandages and Chewing Gum: Adhesive bandages and chewing gum are not allowed in the pool. (For sanitation and mechanical reasons.)
- t. Restroom Doors: Restroom doors must be locked when returning to the pool area.
- u. Smoking & Vaping: No smoking or vaping is permitted within the fenced area of the pool at any time. Smoking and vaping are only allowed outside in designated areas.
- v. The use of the VOS grill located just outside the clubhouse is ONLY for use at board approved community events. Residents are not to use the grill at the clubhouse.

11. Clubhouse Rules:

- a. **Clubhouse Facility:** The clubhouse facilities are for the use of homeowners and their guests only.
 1. No rentals to outside organizations or businesses are allowed, even if owner/resident is a member of the group.
 2. No meetings open to the general public are allowed.
- b. **Clubhouse Rental Application and Agreement:** Unit owners must complete the Clubhouse Rental Application and Agreement for any private functions at the clubhouse. All rules stated in the Rental Application must be followed. A non-refundable fee will be required. See Clubhouse Rental Application for fee details.
- c. **Guests:** All guests must be accompanied by a host resident when using the Clubhouse or Amenities.
 1. **Guests Limits:** Guests are limited to 10 plus the owners/lessees.
- d. **Priority:** Association and Community functions shall have priority for the use of the Clubhouse and all Amenities.
- e. **Smoking & Vaping:** No smoking or vaping is permitted within the clubhouse or within the pool area at any time.
- f. **Pets:** No pets of any kind (with the exception of service animals as defined by Florida law and the ADA) are permitted in the clubhouse.
- g. **Doors:** All exterior doors must be locked when exiting the clubhouse including restroom doors.
- h. **Heat/AC:** Air Conditioning must be returned to a setting of 78 degrees and heat to 68 degrees when exiting the clubhouse.
- i. **Pool:** Pool rules must be followed – see separate document. The pool and pool deck is NOT included in a private reserved event.
- j. **Gym:** Safety rules and equipment operating instructions posted in the gym must be followed. The gym is NOT included in a private reserved event.
- k. **Alcoholic Beverages:** State of Florida and St. Johns County laws must be followed when consuming alcoholic beverages at the clubhouse.
- l. **Cleanup of Clubhouse:** Anyone using the clubhouse is responsible for cleaning any equipment or furniture they used. Any trash should be removed from the clubhouse and disposed of with owner's normal trash /recycling pick-ups.
- m. **Attaching to Walls:** Only non-adhesive materials (No nails or tape other than low-adhesive painter's tape) should be used to hang pictures or streamers on the walls or doors. Use of confetti or silly string is prohibited. Nothing should be hung from the lights.
- n. **Music:** Music and/or any other noise must be kept at a level that cannot be heard in the surrounding homes in the area. If someone complains that the music/noise is too loud and the music/noise is plainly audible inside the complainant's home, the music/noise must be stopped, or volume reduced to a level that is not audible inside the home.
- o. **Pool Table:** The pool table **MUST NOT** be moved. There will be significant cost if the association has to relevel the pool table. The pool table should be brushed and covered when play is finished.
- p. **Parking:** Vehicles are not permitted to park on any grassy or landscaped area. The roundabout is for drop off/pickup and unloading/loading only.
- q. **City Codes:** All applicable city and fire codes apply.
- r. **Occupancy Limits:** The maximum occupancy for the clubhouse is 150.

- s. **Club House Furniture:** Tables and chairs (Including folding tables and chairs) that are in the clubhouse are to remain inside the clubhouse at all times. Tables and chairs cannot be removed from the clubhouse for personal use.
- t. **Damages:** Residents will be held liable to the association for damages they cause to the clubhouse or its contents.
- u. **Assumption of Risk:** Anyone using the clubhouse or amenities assumes full responsibility for any and all accidents or claims that may arise as a result of any accident or for any other reason in connection of their use of the clubhouse. Villages of Selo Condominium Association will be held harmless.
- v. **Bicycle Parking:** All bicycles should be parked ONLY in the bicycle rack provided in the Clubhouse parking lot. Bicycles are prohibited from parking anywhere else around the Clubhouse, including sidewalks, the alcove to the front door and the pool area.

12. Extended Owner Absence from Unit:

In order to protect the Condominium Property, each Unit Owner who plans to be absent from his Unit during the hurricane season or for an extended period must prepare his Unit prior to his departure by:

- a. Removing all furniture, plants and other objects from the lanais that could cause damage to the Unit in storms or have a responsible party who will move this material should a storm/hurricane be forecasted.
- b. Turning off the water in the Unit while the owners is absent from the Unit.
- c. Taking responsibility for temperature and humidity control so that mold and mildew are not generated; and

Designating a responsible firm or individual to care for his Unit should same suffer storm or casualty damage, and furnishing the Board of Directors with the name of such firm or individual.

13. Rental of Units Requirements: [See the VOS Declarations for more details Article XIV, #14]:

Owners must obtain a Lease Certificate and pay the fee (\$100 processing fee) from the VOS association before renting the Unit. Lease Certificates will be limited to ten percent (10%) of the Units in the community including any Hardship Certificates. Every lease shall be in writing and must be provided to the Association at least ten (10) days prior to the commencement of the lease.

All leases shall require that at least one (1) Occupant be fifty-five (55) years of age or older. No person may occupy a Unit if that person is a registered sexual offender or a registered sexual predator.

The minimum lease term shall be three (3) months and the number of times that each Unit may be leased in any twelve (12) month period will be limited to two (2) times per twelve (12) month

period. Use of common Elements will be limited to either the Unit Owners or the tenant, as they may agree in the lease, but not both. No short term [daily, weekly, under 3 months] rentals such as those promoted by Air BnB or VRBO will be allowed. Guests of renters (including if the renter is at home or not) must follow the same rules as guests of owners.

14. Guest Rules: Passed by the BOD on October 18, 2022

A. Definitions :

1. Guests:
 - a. Guests are defined as a non-owner/tenant person(s) who is visiting either an owner or a tenant, either during the daytime or staying overnight. The owner is present throughout the duration of the visit.
 - b. Owners are responsible and liable for any damages or penalties that the behaviors of their guests create, at all times, even if the owner is absent.
 - c. If someone is paying any consideration for the right to occupy the unit, regardless of whether there is monetary consideration or other consideration (exchanging other rights or privileges, or paying maintenance fees or utilities), such an individual is deemed to be a tenant by VOS. Owners must go through the rental application / approval process (\$100 processing fee) for a tenant to stay at their unit. Minimum rental is 3 months.
 - d. A person or company providing a service to an owner while the owner is absent such as pet sitting or other services are not considered guests. However, the person or company may not stay in the unit for a period more than two weeks unless the Board of Directors approves it. For safety purposes, the owner should notify the VOS Management Company of the name and telephone number for any service provider staying in the unit. These service providers may not use any VOS amenities such as the pool and clubhouse.
2. Absent Owner -Day Guest: A guest who spends the day at an owner's unit when that owner is absent from their unit but guest does not stay overnight.
3. Absent Owner -Overnight Guest: A guest who stays overnight at an owner's unit when the owner is absent from their unit.

B. Absent Owner-Day Guests (AODG) Rules and Absent Owner – Overnight Guest (AOGG) Rules:

1. These designated guests may not use the VOS amenities such as the clubhouse or pool.
2. The guest(s) must obey all VOS rules regarding the VOS community.
3. Any violations of the rules by guests may result in penalties for the owner and prohibition of that guest from staying in the unit in the future.

4. For safety purposes, the owners are required to provide the name and phone number of the guests staying at their unit while they are away either to the VOS Management Company or to their next door neighbors.

C. The VOS Board of Directors may agree to modify these rules for hardship cases as they appropriate

15. Landscape Rule for Owner Plantings – approved 10/18/22

A. Owner Installed Bedding Plants:

Owner installed bedding plants currently in place shall be permitted to remain in place unless or until such plantings conflict with building integrity or resident safety. Owners shall be responsible for the maintenance of such plants in good condition. In addition, they shall be responsible all costs associated with their installation, maintenance and/or removal.

For purposes of this rule, "bedding plants currently in place" shall only include plants located in Association installed mulched beds adjacent to a property's foundation. Any other owner installed plants shall be deemed non-compliant with this rule.

As of 10/18/22 owners may only install bedded plants in accordance with subparagraphs below and only in the shared bed adjacent to the owner's garage door. Such installation must occur in accordance with the following:

1. Prior to plant installation, the owner must obtain written agreement from the owner of the adjacent garage. Contact the Management Company or the Landscape Committee for this form. The form must be affixed to a written planting application and submitted to the VOS Management Company who will record the request and forward it to the Landscape Committee for review and consideration;
2. The installer shall be responsible for the maintenance of such plants in good condition. Furthermore, the installer shall be responsible for all costs associated with their installation and / or removal. Such plantings may not conflict with building integrity or resident safety;
3. Should plant installation, maintenance or removal result in damages to the community's irrigation equipment or other Association infrastructure, the cost of repairs, estimated to be between \$300.00 and \$1,500.00 or more, shall be borne by the installer; and
4. Installation shall be limited to plants included in the list of Seloy Approved Plants (Exhibit A to this document) which may be revised from time to time.

B. Potted Plants

Owner installed potted plants currently in place shall be permitted to remain in place unless or until such plantings conflict with building integrity or resident safety. Owners shall be responsible for the maintenance of such plants in good condition and for all costs associated

with their installation, maintenance and/or removal. Such potted plants may not obstruct entry to or exit from the residence or otherwise jeopardize safety in any way.

As of 10/18/22 owners may only install one or two potted plants adjacent to the owner's front entrance. The owner shall be responsible for their maintenance in good condition and for all costs associated with their installation and / or removal. Such potted plants may not obstruct entry to or exit from the residence or otherwise jeopardize safety in any way.

16. Miscellaneous:

- a. To keep labor costs to a minimum, employees of the Association may not be sent out of the Condominium Property by any Unit Owner at any time for any purpose. No Unit Owner of resident may direct, supervise, or in any manner attempt to assert control over the employees or agents of the Association.
- b. To ensure Unit Owners have quiet enjoyment of their property, no Unit Owner shall make or permit to be made any disturbing noises on the Condominium Property of Association Property by himself, his family, servants, employees, agents, visitors, and licensees, nor shall any Unit Owner do or permit to occur any actions that will interfere with the reasonable rights, comforts, or conveniences of the Unit Owners. No Unit Owner shall unreasonably play or allow to be played any musical instrument or operate or allow to be operated any phonograph, television, radio or sound amplifier, in his or her Unit in such a manner as to disturb or annoy other Unit Owners.
- c. No radio or television installation may be permitted in a Unit that interferes with the television or radio reception of another Unit. No antenna or other communication device may be erected or installed on the roof or exterior walls of a building without the written consent of the Board of Director of the Association, except that this prohibition shall not be applicable to televisions or radio installations permitted or contemplated by the Declaration.
- d. No Owner, Resident, Renter, Real Estate Agent or Guest may fly or permit to be flown any drone for any purpose over any portion of the property of the Villages of Selo. This is a requirement of the liability insurance carrier of the Villages of Selo COA.
- e. There shall be no solicitation by any person anywhere on Condominium or Association Property for any cause, charity or any purpose whatsoever, unless specifically authorized by the Board.
- f. The nature / fitness trails are for foot traffic only, no bicycles, golf carts or other motorized vehicles are allowed on the trails with the exception of handicapped conveyances.

17. Right of Entry:

In case of any emergency originating in or threatening any Unit, the Association, subject to the relevant provisions of the Declaration and applicable law, shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency, notwithstanding that the Unit Owner of such Unit is present at the time of such emergency. To facilitate entry in the event of any such emergency, the Association shall have a master key to fit

the door locks to all Units, or shall otherwise be provided with a key to each Unit. If any Unit Owner wants to change a lock or to have a second lock installed as additional security, said Unit Owners shall deposit with the Board (at such Unit Owner's expense) a duplicate key for each such lock.

18. Rules Governance:

These rules and regulations shall be cumulative with the covenants, conditions, and restrictions set forth in the Declaration, provided that the provisions of the Declaration shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is permitted.

- a. The rules for all recreational facilities shall be posted and observed by all Unit Owners and Guests. Any damage to the recreational facilities or Common Elements caused by the Unit Owner, his tenants, guests, invitees, or members of the family of any of the foregoing, shall be repaired at the expense of such Owner.
- b. These rules may be amended or additional rules may be promulgated by the Board at any time in the manner set forth in the Governing Documents.
- c. In the event of violation of these Rules and Regulations or of any provision of the Declaration, Articles of Incorporation, or Bylaws, the Association may impose reasonable fines not to exceed \$100 in each instance, and may also suspend certain use privileges in the recreational facilities and voting rights in the Association, but only after an opportunity for a hearing as provided in the Declaration. All alleged violators shall be entitled to cross-examine witnesses and may be represented by counsel of their choice.
- d. All of the foregoing rules and regulations shall apply to all Owner, lessees, tenants, guests, occupants, licensees, or invitees, even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.