

**Revised and Approved by the Board of Directors on July 21, 2023
Effective Date August 20, 2023**

**SCHEDULE A TO THE VENETIAN BAY CONDOMINIUM
ASSOCIATION BY-LAWS**

RULES AND REGULATIONS

The following Rules and Regulations supplement those in the Declaration of Condominium and By-Laws of VENETIAN BAY CONDOMINIUM ASSOCIATION. They are applicable to all Unit Owners, tenants, and guests of units and shall comply with these rules and regulations and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Association (all as amended from time to time), to the extent applicable. In accordance with Declaration Article XXII, "the use of the masculine gender shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require."

- 1) The entranceways, passages, vestibules, lobbies, halls, and portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No personal property shall be stored in them.
- 2) The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
- 3) Each Unit Owner's personal property must be stored within the owner's unit or within the storage area (cages) appurtenant to the owner's unit as a Limited Common Element. No personal property such as bicycles, surfboards, non-motorized scooters, furniture, etc., can be stored outside the cages in the vehicle parking area. Only street legal motorized vehicles are allowed in the unit's parking area.
- 4) As of May 9, 2022, the Board of Directors (BOD) requires all Unit Owners to provide keys to their unit for emergency access by the BOD. A Unit Owner may also make keys available to first responders via a secure "Knox" box. The "Knox" box is only accessible by first responders and is to be used only in an emergency so that they do not have to damage or destroy a Unit Owner's front door to gain access to the unit. The BOD's keys to units are securely maintained in the fifth floor storage unit of the Unit Owner's building in a locked cabinet accessible only by the BOD.
- 5) Only a doorbell affixed to the door frame without penetration of the concrete/stucco and one doormat, not to exceed 3 ft x 4 ft, may be placed in the hallways in front of each unit. No other items or articles of any kind may be placed in the hallways. A seasonal wreath may be attached to the entry door, with the following conditions:
 - a. The wreath shall display one of the four seasons of Summer, Fall, Winter, or Spring or express a seashore or holiday theme.

- b. The wreath shall not exceed a diameter greater than thirty (30) inches.
 - c. The wreath shall be attached with a magnetic hook or a removable plastic hook, but no attachment holes shall be drilled into the door or the walls surrounding the entry door.
 - d. A wreath may be displayed year-round and shall be kept in like-new condition always.
- 6) No articles except furniture, plants and planters, or grills shall be placed on the unit's balcony. Charcoal grills, fire pits, or open flames are not allowed.
- 7) The following schedule must be followed for washing of a unit's balcony.
- a. The 8th floor on the 1st day of the month.
 - b. The 7th floor on the 2nd day of the month.
 - c. The 6th floor on the 3rd day of the month.
 - d. The 5th floor on the 4th day of the month.
 - e. The 4th floor on the 5th day of the month.
 - f. The 3rd floor on the 6th day of the month.
 - g. The 2nd floor on the 7th day of the month or any day they choose.
 - h. Exception – if permission is granted by units below.
- 8) Neither rugs, laundry, articles of clothing/swimwear, towels, nor any other articles shall be shaken or hung from windows, doors, balconies, railings, terraces, or exterior walls.
- 9) Garbage and other refuse shall be placed only in designated areas. Accidental spillage of garbage or liquids on the Common Elements shall be immediately cleaned up by the responsible person. Cigarette and cigar butts must be disposed of properly and not discarded on the Common Elements. Boxes, broken furniture, discarded planters, and other such articles shall not be placed in the waste chute room, but disposed of in the dumpster located in the garbage room on the ground floor. Cardboard boxes must be broken down.
- 10) Contractors of the Association are not to be engaged by Unit Owners for personal errands or work during Condominium Association work hours. The BOD shall be solely responsible for directing and supervising the Association's contractors.
- 11) No Unit Owner or tenant shall make disturbing noises in the building or permit family, servants, employees, agents, visitors, or licensees to do so. No Unit Owner or tenant shall play (or permit to be played in his unit, balcony, or the Limited Common Elements appurtenant to it any musical instrument, phonograph, television, radio, or the like in a way that unreasonably disturbs or annoys other Unit Owners or other occupants.
- 12) No radio or television installation or other electronic equipment shall be in any unit if it interferes with the television or radio reception of another unit.
- 13) No signs, advertisements, notices, or lettering may be exhibited, displayed, inscribed, or affixed in, on or upon any part of the Common Elements or any part of a unit so as to be

visible outside the unit. The exception to this is signs under control of the BOD shall be allowed at the entrance to the property. Additionally, other than those originally installed by the Developer, no awning, canopy, shutter (except hurricane shutters approved by the BOD), air-conditioning unit, or other projections shall be attached to, hung, displayed, or placed upon the outside walls, doors, balconies, windows, roof, or other portions of the building or on the Common Elements. However, any unit owner may display one portable, removable United States flag in a respectful way.

- 14)** No flammable, combustible or explosive materials, chemicals, or other like substances may be kept in any unit, Limited Common Elements, or on the Common Elements, except such as are normally used in small gas grills, gas camping lamps, or for normal household purposes.
- 15)** A Unit Owner or tenant who plans to be absent more than 48 hours must prepare the unit to include: turning off the unit's water prior to departure; designate a responsible firm or individual to care for the unit should the unit suffer damage; and by furnishing the BOD with the name of that firm or individual.
- 16)** Glass containers of any kind shall not be allowed in the pool area or Common Elements other than the clubhouse and lobbies during social gatherings.
- 17)** No exterior antennae shall be permitted on the Common Elements.
- 18)** Children shall be the direct responsibility of their parents, legal guardians, and Unit Owners who must supervise them while they are within the Condominium Property. Full compliance with Schedule A Rules and Regulations and all other rules and regulations of the Association shall be required of children.
- 19)** Playing shall not be permitted in any of the lobbies, hallways, stairways, garages, and elevators. The parking lot and driveway are not play areas for safety reasons. Loud noises will not be tolerated.
- 20)** Two (2) pets not exceeding thirty-five (35) pounds each, shall be allowed to be kept in the owner's unit. All pets must be kept on a leash outside the owner's unit. Each pet owner shall be responsible for cleaning up after his pets in the Common Elements. Pets shall not create a nuisance (Venetian Bay Condominium Declaration Article X.M).
- 21)** No solicitation of any kind shall be permitted on the condominium property.
- 22)** Failure of a Unit Owner or occupant to comply with Venetian Bay Condominium Association documents shall be grounds for legal actions which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions. In addition to all other remedies, in the sole discretion of the BOD of the Association, a fine not exceeding \$100.00 per violation may be levied. Fines may be levied based on each day of a continuing violation with a single notice and opportunity for hearing, provided no such fine shall exceed \$1,000.00 in the aggregate.

Fines may be levied against a Unit Owner for failure of a Unit Owner, his family, guests, invitees, tenants or employees, to comply with any covenant, restriction, rule, or regulation herein or in the Declaration, Articles of Incorporation, or By-Laws, provided the following procedures are adhered to:

- a. **Notice:** The BOD shall provide a fourteen (14) day notice of infractions prior to the meeting of the Infractions Committee. The notice shall include the date, time, and location of the next meeting of the Infractions Committee.
- b. **Members of the Infractions Committee:** The Infractions Committee shall consist of three (3) Unit Owners, who are not members of the BOD. The BOD will select the members of the Infractions Committee.
- c. **Hearing:** The noncompliance shall be presented to the Infractions Committee, at which time the Unit Owner or occupant shall present reasons why the fine should not be levied. The Unit Owner or occupant may be represented by counsel and may cross-examine witnesses. A written decision of the Infractions Committee shall be submitted to the Unit Owner by not later than twenty-one (21) days after the Infractions Committee's meeting. If the Infractions Committee does not agree with the fine, then the fine may not be levied. If the Infractions Committee agrees with the fine, or changes the amount of the fine, then the Unit Owner shall pay the fine within thirty (30) days after the written decision of the Infractions Committee is mailed to the Unit Owner.
- d. **Application of Fines:** All monies received from fines shall be allocated as directed by the BOD.
- e. **Non-exclusive Remedy:** These fines shall be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Unit Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Unit Owner or occupant.

23) Rules for Guests:

- a. The BOD must be notified if a guest will occupy an owner's unit in their absence. The Unit Owner is responsible for the guest and must make sure the guest is aware of and will abide by the Venetian Bay rules and regulations.
- b. A guest that will reside in Venetian Bay for more than thirty (30) days will be required to undergo a background check to be submitted to the BOD for approval.

24) Procedures for Renting/Leasing a Unit:

- a. All lease/rental agreements are subject to review by the BOD and/or a committee established for such a purpose.
- b. The Unit Owner must provide to the Association at least fourteen (14) days prior to the effective date of the lease/rental a copy of the proposed rental/lease agreement, if any, the Background Authorization forms for all proposed tenants 18 years old or older and a check in the amount of \$100 payable to the Venetian Bay Condominium Association as a non-refundable fee for processing the credit and background checks and other costs. If the Unit Owner has already conducted

- a background and credit check at their own expense, a copy shall be provided to the BOD and a reduced fee of \$70 will be charged.
- c. The process for review and approval/disapproval of prospective tenants is covered in Schedule A paragraph 25 to the Venetian Bay Condominium Association By-Laws authorized by Article XXXIV in the Venetian Bay Declaration of Condominium. Late or incomplete submission of the required documents will result in disapproval.
 - d. After approval, the Unit Owner must provide to the Association a complete Renter Profile form.
 - e. The Renter Profile form will allow the BOD to have the tenant's name entered in the gate and front door access stations.
 - f. Minimum lease/rent period is three (3) months and a maximum of six (6) persons.
 - g. Subleasing is not allowed.
 - h. Renters/Lessees are not permitted to have dogs. The following pets are acceptable: domesticated unit-restricted cats, caged domesticated birds, aquarium fish, small reptiles (excluding snakes), hamsters, gerbils, and other small creatures normally maintained within a terrarium or aquarium. These pets are normally kept within the boundaries of the unit without access to the Common Elements except for occasional visits to a veterinarian. Indoor pets are not allowed on the balcony.
 - i. The Unit Owner will provide the tenant with a copy of the By-Laws and Schedule A Rules and Regulations, all keys and the gate/garage opener. The Association is not responsible for providing keys and gate/garage openers.
 - j. The Unit Owner shall contact the Association 48 hours in advance of the move-in and move-out dates so that elevator pads may be installed. An elevator key may be made available for move-in/move-out purposes upon request to a BOD member. The tenant is responsible for returning the key to a BOD member. All move-in and move-out activities are to be done through the garage and not through the front lobby doors. The movers are to place a cover over the floor leading from the door from the garage to the elevators and in the assigned elevator to prevent damage to the marble floor tiles.
 - k. The Unit Owner must notify the BOD when a tenant leaves so the BOD may update files and remove the tenant from the access stations.
 - l. The tenant must supply the BOD with their telephone number for use in the gate and building access stations.
 - m. The Renter Profile form and a check for \$100 payable to the Venetian Bay Condominium Association shall be mailed to: Venetian Bay Condominium Association, 4955 Dixie Hwy NE, Palm Bay, FL 32905.

25) Tenant Approval Process is in accordance with Article XXXIV of the Venetian Bay Condominium Association Declaration of Condominium. These procedures apply to new tenants or lease renewal or extension.

- a. Upon receipt of the Background Authorization form for each occupant, the signed copy of the lease agreement and a check in the amount of \$100 payable to the Venetian Bay Condominium Association as a non-refundable processing fee, the BOD will initiate the approval/disapproval process. If the Unit Owner has

- already conducted a background and credit check at their own expense, a copy shall be provided to the BOD and a reduced fee of \$70 will be charged.
- b. The signed Background Authorization forms will be forwarded to the agency under contract to the Venetian Bay Condominium Association that will conduct a background and credit check of the prospective tenants. The background and credit check report should be back to the BOD within two (2) business days.
 - c. The BOD or a duly constituted review committee may contact the previous landlord for information on the prospective tenants and may conduct an interview of the prospective tenants.
 - d. The BOD will apply the following criteria for approval of prospective tenants.
 - i. The tenant seeking approval (which shall hereinafter include all proposed occupants) has not been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, or any felony.
 - ii. The tenant seeking approval does not have a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a tenant, Unit Owner, or occupant of a unit.
 - iii. The tenant seeking approval has provided the information, fees or appearances required to process the application in a timely manner.
 - iv. All assessments, fines, and other charges against the unit and/or Unit Owner have been paid in full.
 - e. Failure to meet one or more of the above criteria or late or incomplete submission of the required documents may result in the BOD disapproving of the tenant.
 - f. The BOD will provide an approval/disapproval letter to the Unit Owner prior to the effective date of the lease.
 - g. The prospective tenant may not occupy the unit until approval is granted by the BOD.
 - h. If a tenant occupies a unit before BOD approval this is evidence of improper behavior and is grounds for eviction at the Unit Owner's expense.

26) Procedures for Selling a Unit:

- a. A Unit Owner intending to make a bona fide sale of his unit or any interest in it shall give to the BOD notice of such intention, together with the name and address of the intended buyer and intended occupants, an executed copy of the purchase contract and its exhibits and such other information concerning the intended purchaser and the transaction as the BOD may reasonably require. The seller shall provide to the intended buyer the Background Authorization forms for the intended buyer and intended occupants 18 years or older for submission to the Association. The contract shall include a statement that acceptance is contingent on approval by the BOD. All agreements to purchase are subject to review by the BOD and/or a committee established for such purpose.
- b. The seller shall provide Procedures to Buy Unit and the Buyer Profile form to the intended buyer. The Unit Owner shall inform the buyer that this form is to be provided to the BOD no later than the date of closing.

- c. The seller shall provide the buyer a copy of the Declaration of Condominium, By-Laws, and Schedule A Rules and Regulations, found on the Venetian Bay Condominium website at www.venetianbaycondo.com. The seller is responsible for providing all keys and gate/garage openers. The Association is not responsible for providing keys and gate/garage openers.
- d. If applicable, the seller shall contact the Association 48 hours in advance of the move-out date so elevator pads may be installed.
- e. At the time the intended buyer signs the contract to purchase a unit, the intended buyer shall fill out a Background Authorization form for each intended occupant and submit them with a \$100 check payable to the Venetian Bay Condominium Association as a non-refundable fee for processing the credit and background checks and other costs. Mail to: Venetian Bay Condominium Association, 4955 Dixie Hwy NE, Palm Bay, FL 32905.
- f. The process for review and approval/disapproval of intended buyer and intended occupants is covered by Article XXXIV B.4.c. in the Venetian Bay Declaration of Condominium and Schedule A paragraph 27 of the By-Laws. Incomplete submission of the required documents will result in disapproval.
- g. The buyer shall fill out the Buyer Profile form and mail it to the BOD no later than the date of closing.
- h. The buyer shall contact the Association 48 hours in advance of the move-in date so elevator pads may be installed. An elevator key may be made available for move-in/move-out purposes upon request to a BOD member. The buyer is responsible for returning the key to a BOD member.
- i. The buyer shall inform the BOD of their phone number so that the gate and building access stations may be updated with their information.
- j. The buyer shall mail the Buyer Profile form to: Venetian Bay Condominium Association, Inc, 4955 Dixie Hwy NE, Palm Bay, FL 32905.

27) The Buyer Approval Process is in accordance with Article XXXIV B.4.c. of the Venetian Bay Condominium Association Declaration of Condominium.

- a. Upon receipt of the Background Authorization form for each intended buyer and occupant 18 years of age or older, the signed copy of the contract agreement, other required information in Schedule A paragraph 26, and a check in the amount of \$100 payable to the Venetian Bay Condominium Association as a non-refundable processing fee, the BOD will initiate the approval/disapproval process.
- b. The signed Background Authorization forms will be forwarded to the agency under contract to the Venetian Bay Condominium Association that will conduct a background and credit check of the intended buyer and intended occupants. The background and credit check report should be back to the BOD within two (2) business days.
- c. The BOD or a duly constituted review committee may contact the previous landlord/HOA/Condo Association, if applicable, for information on the intended buyer and may conduct an interview of the intended buyer.
- d. The BOD will apply the following criteria for approval of intended buyer.
 - i. The buyer seeking approval (which shall hereinafter include all intended occupants) has not been convicted of a crime involving violence to

- persons, a crime demonstrating dishonesty or moral turpitude, or any felony.
- ii. The buyer seeking approval does not have a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations.
 - iii. The buyer seeking approval has provided the information, fees, or appearances required to process the application in a timely manner.
 - iv. All assessments, fines, and other charges against the unit and/or Unit Owner have been paid in full.
 - v. The buyer seeking approval does not have a history of not paying monetary obligations, does not have a poor credit history, has a credit rating at or above 600, or does not have a record of financial irresponsibility including prior bankruptcies, foreclosures, or bad debts.
- e. Failure to meet one or more of the above criteria or late or incomplete submission of the required documents may result in the BOD disapproving the intended buyer.
 - f. The BOD will provide an approval/disapproval letter to the Unit Owner within fifteen (15) days after receipt of all required information.

28) Open House Rules and Procedures.

- a. Open House shall be conducted only during the hours of 1:00 pm to 4:00 pm.
- b. Two (2) days' notice shall be given to the BOD by email or phone call.
- c. A small open house sign may be placed below the entrance sign and appropriate open house signs directing people to the correct building inside the gated area will be allowed.
- d. Entry into the Venetian Bay complex.
 - i. If a working phone is present in the open house unit, a sign may be posted on the gate box instructing the visitor how to call the unit for the gate to be opened. The sign shall be removed at the end of the open house.
 - ii. If the unit does not have a working phone, a sign may be placed on the gate call box with the cell phone number of the person conducting the open house. The person shall instruct the visitor how to enter the monthly access code assigned to open the gate.
 - iii. In both cases, the person conducting the open house shall greet the visitor at the lobby front doors, escort the visitor to the unit and return to the parking lot. The Unit Owner or person conducting the open house shall be responsible for the activities of the visitor.
- e. All open house signs shall be removed at the end of the open house.

29) A calendar for the Association clubhouse is maintained on the Venetian Bay Condominium website. Reservations for use of the clubhouse by a Unit Owner or tenant shall be made through the BOD. It is the responsibility of the person making the reservation to make sure the facility is cleaned after the activity is over. A cleaning charge and/or repair charge will be assessed to the Unit Owner if the facility requires cleaning or repair. The facility hours for parties and other gatherings are between the hours of 8:00 am and 9:00 pm.

- 30) No Unit Owner shall discharge fireworks on the Association's common property, their unit's balconies, or the pier, or allow their guests or tenants to discharge any fireworks, to include fire crackers, rockets of all types, sparklers, fountains, and spinners/wheels.
- 31) Unit Owners are responsible for maintaining their hurricane shutters. Hurricane shutters are subject to annual inspection prior to the start of Florida hurricane season for correct operation by the BOD. In the event the shutters fail inspection, the BOD may have the shutters repaired at the owner's expense after reasonable notice.
- 32) Commercial vehicles (including vehicles with advertising signs of any type), trailers, motorhomes, and boats are not allowed to park on the Venetian Bay property. Contractor vehicles and trailers are allowed to park on the Venetian Bay property during authorized work.
- 33) Each unit is assigned one garage parking space for the exclusive use of the Unit Owner or tenant and one unassigned outside parking space. Parking in another Unit Owner's garage space is not authorized unless prior written permission from that Unit Owner is received by the BOD. Unauthorized parking is subject to towing at the Unit Owner's or tenant's expense. A Unit Owner or tenant wishing to park a third vehicle on Venetian Bay property must apply to the BOD for approval.

34) Remodeling of Units

The purpose of these procedures is to establish guidelines for Unit Owners who plan to replace, repair, improve, restore, or alter their condominium unit (hereinafter referred to collectively as "remodel"). Unit Owners have complete freedom to remodel their unit, provided the Common Elements or structural elements as defined in the Venetian Bay Declaration Article IV are not affected or changed in any way and if precautions are taken to mitigate construction disturbances to other Residents' peace of mind, caused by noise or vibration.

- a. **Definition of Structural, Common Elements, Limited Common Elements and Unit:** The following definitions are in no way intended to conflict with the definitions of Chapter 718, Florida Statutes, or the Declaration of Condominium, Articles of Incorporation and By-laws.
 - i. **Structural Elements:** Load bearing portions of the building such as the concrete columns, floor and ceiling slabs.
 - ii. **Common Elements:** Portions of the condominium property which are not included in the individual units, which includes the condominium property as well as easements through the individual units for conduit, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to other units and the Common Elements as well as structural components for the support of the buildings.
 - iii. **Limited Common Elements:** Those Common Elements which are reserved for the use of a certain unit or units to the exclusion of all other Unit Owners which include, but not limited to balconies garage spaces and the plumbing, wiring conduit and ducts, which may lie outside the

perimeter drywall but only furnishes utility services to the individual unit to the exclusion of all other units.

- iv. **Unit:** Inside the unit perimeter walls, including exterior windows and doors, beginning from the drywall of the perimeter walls and from the beginning of the concrete slab at the top of the unit to the beginning of the concrete slab on the floor of the unit.

b. **The remodeling types of work are separated into the following categories:** It is important to define the different types of remodeling Unit Owners may be planning and the actions required of the Unit Owners to provide clarity and ensure conformance to these procedures.

- i. **Minor Remodeling:** Remodeling which will not affect the Common or Limited Common Elements (reference Declaration Article IV) or disturb the peace of mind of the Residents. Notification to the BOD is not required except that the owner must make sure the contractor has a Florida business license, liability insurance, and worker's compensation insurance. This generally includes the following work:

- 1. Interior painting, wall papering, replacement of water heaters, A/C units, sinks, counter-tops, dish washers, clothes washers/dryers, stoves/ovens, microwaves, bathroom or kitchen fixtures, light fixtures, electrical outlets and switches, smoke detectors, ceiling fans, interior doors, crown molding, and baseboards.
- 2. Replacement of floor carpeting with carpeting.

- ii. **Major Remodeling Requiring BOD Notification:** Remodeling may cause construction noise or vibration which may affect the peace of mind of the Residents. This generally includes the following work, or similar:

- 1. Removal of tile or wood flooring.
- 2. Installation of wood, tile, or ceramic on floors must incorporate a sound barrier with an impact insulation class IIC of 70 per the current Florida Building Code. The BOD reserves the right to inspect application of the sound barrier during installation.
- 3. Replacement of wall-mounted or floor-mounted or attached cabinets, counters, vanities, bathtubs, or showers including enclosures.
- 4. Rerouting of or addition to a unit's electrical wiring, TV cabling, or phone wiring inside walls. Work must be performed by a certified electrical contractor.
- 5. Rerouting of or addition to a unit's plumbing to include water, sewage, drains, or A/C water supply inside walls. Work must be performed by a certified plumbing contractor.
- 6. Rerouting of or addition to a unit's air conditioning ducts, dryer ducts, air intake ducts, or exhaust fan ducts inside walls. Work must be performed by a certified air conditioning/heating contractor.
- 7. Replacement of a unit's entry doors, sliding doors and screens, or windows. The type, style, and color must match the current Venetian Bay approved design. Prior to installing such a

replacement element, the Unit Owner shall submit the replacement information for BOD approval.

8. Replacement of a unit's balcony or window hurricane shutters. Type, style, and color must match current approved Venetian Bay design.
 9. Installation of an EV charging station in the unit's storage area.
- iii. **Remodeling Not Permitted:** Remodeling which will affect the Common Elements is not permitted and includes changes to:
1. Load bearing walls, ceiling and floor slabs, or structural members.
 2. Changes to the Common Elements such as sewer, water, electrical, and A/C water that provides services to all units.
 3. Fire suppression system piping or sprinkler heads.
 4. Balconies/walkways including the walls, ceilings, and railings.
 5. Garage parking space or storage area (Limited Common Elements).
 6. Installation of an unmetered electrical outlet in the storage area.
 7. Installation of outdoor carpet, tile, or paint on the balcony floor.
- c. **Construction Noise and Disturbance to Residents:** If the Unit Owner suspects the remodeling work in any category will produce excessive noise or vibrations which may disturb Residents and cause complaints to the BOD, notification to the BOD is required. The Unit Owner will notify surrounding units if this is the case.
- d. **Procedures for Notification to the ARC and Approval by the BOD for Major Renovation or Remodeling:**
- i. The BOD will establish an Architectural Review Committee (ARC). The purpose of the ARC shall be the offering of assistance and providing information to individual Unit Owners inquiring about the renovation or remodel of their individual units, advising Unit Owners with regard to how their request may affect the condominium's structural components, Common Elements and Limited Common Elements and once a formal request to remodel has been received by the ARC, reviewing same and making recommendations to the BOD for approval of the formal request or advising the Unit Owner of the changes and/or modifications necessary to receive a recommendation for approval.
 1. The Unit Owner shall contact a member of the ARC and request an informal meeting to discuss the proposed remodeling and identify any Common Elements or Limited Common Elements that could be affected and identify items that would not be permitted under Schedule A paragraph 34)b.iii.
 2. The Unit Owner shall provide the ARC with the remodeling plans and/or drawings and the attached form which will provide the name of the contractor and subcontractor (if applicable), contract information for the contractor, and proof of Florida business license, liability insurance naming Venetian Bay Condominium Association as additional insured, and worker's compensation insurance. This requirement is for the protection of both the Unit Owner and the Association. The contractor will not be permitted

to work on Venetian Bay property lacking the necessary licenses and insurance. The Unit Owner will identify if the remodeling work produces a noisy environment for the surrounding unit occupants and how the contractor plans to mitigate the noise. The Unit Owner will provide the estimated start and finish date and will make sure the contractor has the necessary workforce to complete the work in a timely manner. The ARC will meet within seven (7) days to review the submitted documents and either recommend BOD approval or advise the Unit Owner of any changes necessary to the plans or documentation. The ARC will meet again with the Unit Owner to review the modified submittals until approved for submission to the BOD.

3. Once the ARC has recommended approval to the BOD, the ARC will request the matter be set on the agenda for the next BOD meeting, but no later than fifteen (15) days after the ARC approval. The Unit Owner will be notified of the date of the meeting and will be encouraged to attend to answer any questions that the BOD may have at that time. The BOD shall either approve the remodeling or return the matter to the ARC with the concerns and/or recommended changes requested.
 - ii. The Unit Owner will inform surrounding units if the work produces noise or vibrations that will affect neighboring units.
- e. **BOD Approval Procedures:**
- i. **The Architectural Review Committee (ARC)** is made up of three (3) Association members appointed by the BOD, preferably one that has construction experience.
 - ii. The BOD and the ARC will review the proposed remodeling for comment and approval prior to the owner finalizing the proposed remodeling work to make sure Common Elements and structural members are not compromised.
 - iii. After initial review and comment by the BOD, the owner will submit the final remodeling work for approval to the BOD.
 - iv. The ARC shall assign a representative of the ARC to follow the project and ensure the project adheres to the plan submitted to the BOD. Once the project is complete, the assigned representative will sign off that the project has been completed as described in the BOD approved plan.
 - v. If a remodeling project is expected to last more than two (2) days, the BOD may require a meeting with the Unit Owner and contractor to ensure that all rules and procedures are understood and agreed to prior to start of work.
 - vi. Owners, tenants, or occupants who violate any of the procedures set forth herein shall be subject to fines, per the Association's Bylaws, for each day the violation continues.
 - vii. A violation of the provisions set forth herein may constitute a private or public nuisance for which injunctive relief may be available to the Association, its owners or residents against owners who violate any of the

procedures set forth herein and who may be liable for any costs incurred by those seeking injunctive relief, including court costs and reasonable attorney's fees.

f. **Work Rules for all Remodeling:**

- i. Remodeling work is limited to 8:00 am to 5:00 pm Monday through Saturday, except for repairs of an emergency nature, such as an A/C unit not working or a water fixture leaking. Furthermore, depending on the nature and emergency nature of the work sought to be performed, the BOD may modify this restriction.
- ii. Contractors are not permitted to perform any work on a Sunday or Federal Holidays.
- iii. Storage of construction equipment and materials must be inside the unit or on the unit's balcony and is not permitted on any Common Element, including the garage space, or walkways. The contractor is permitted to park his vehicle or trailer overnight in an outside parking space for use during repair or remodeling work.
- iv. All materials and equipment must go through the garage and not through the front lobby doors. Pads and floor covering must be installed to prevent damage to the elevator's walls and floor and lobby floor.
- v. The contractor and Unit Owner are responsible for daily cleanup of the Common Elements to remove any debris and marks caused by the work.
- vi. The contractor is not permitted to use the Association's shopping carts or dispose of construction debris in the building dumpsters.

35) Volunteer Residents

Residents may volunteer their time, efforts and skill set to maintain or improve the Common Elements of Venetian Bay. All projects involving volunteers shall be proposed to and approved by the BOD in advance of commencement of work. When there is a standing committee whose area of responsibility includes the scope of the project, the project will be proposed through that committee for BOD approval.

Schedule A to the By-Laws remains in force until superseded by this amended Schedule A.