



# Sunshine Villas

Homeowners Association, Inc.  
Deed Restrictions Apply  
Rev. 04.02.2019

**2023**



## **Introduction**

### ***RULES AND REGULATIONS FOR THE GOVERNING OF SUNSHINE VILLAS***

Sunshine Villas is a residential development with 106 units and a diverse group of residents. Residents are not only paying for, but also deserve reasonable enjoyment of peace, quiet and safety of person and property. In order for the community to function properly, and to be able to enjoy these advantages, there must be some general and specific rules under which to operate, and these rules must be published and distributed in such a manner that each owner and or tenant may become familiar with them.

The Board of Directors of Sunshine Villas has at various times passed resolutions and amended by-laws to accomplish these goals. The following is a reasonable summary of the rules regulations and by-law's that affect the daily living in Sunshine Villas.

The primary purpose of the association is to protect and preserve the value of the privately and commonly used property thereby creating a pleasant community where many residents can enjoy their daily lives. It is hoped that every owner, tenant, and guest will cooperate to ensure continued enjoyment of their residence and of the common grounds and facilities.

### **Board of Directors 2023**

- ◆ Patricia Wiegand President
- ◆ George Speidell, VP, Treasurer
- ◆ Pat Alese, Secretary
- ◆ Bryan Black, Treasurer
- ◆ Chris Stevens, Head of Committees
- ◆ Trish Williams
- ◆ Corey Coney
- ◆ Raymond Wiegand
- ◆ Christine Jaselskis

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Community Manager:

## Cross Community Management

*Dominick Beltran 941-815-3664*

Hours: 9am-5pm Monday-Friday

After hours for Emergency only

No weekends or holidays except for emergencies.

## Conduct

**Conduct** “No noxious or offensive trade or illegal activity shall be carried on or upon any unit nor shall anything be done thereon which may be or may become a nuisance to the neighborhood”.

**Disturbing, obnoxious, threatening, hostile, aggressive, intimidating or offensive conduct to responsible residents, vendors, management or board members of Sunshine Villas will not be tolerated at any time!**

**Examples of such conduct, but not limited thereto, are as follows:**

Sunshine Villas has a **zero tolerance** for illegal drugs. Police will be Notified of any illicit drug use or activity.

**Profanity**

**Loud music from units** (if it can be heard in the next unit it is too loud), and from cars (if it can be heard outside the car it is too loud)

**Loud noise** after 10:00 PM (Slamming doors, yelling of any kind)

**Group gatherings on common grounds after 10:00 PM**

**Driving on sidewalks** with any device with wheels unless it is for handicap use

Please report any incident as quickly as possible to the Board or management which will process the matter in accordance with the governing documents. If deemed necessary, you should report the incident to the Police and have a police report filed. Port Charlotte Police (941) 258-3900. Emergency: 911

The Board or management will notify the owner on record in writing asking the Owner to resolve the matter. If the matter is not resolved then the Board or management will escalate the case in accordance with this booklet, and if necessary, involve local authorities and or association attorney.



**At a special board meeting November 6, 1980, a resolution was passed stating NO DOGS permitted in Sunshine Villas.**

### **Service and Assistance Animal Policy**

Sunshine Villas Homeowner's Association, Inc. (the "Association") has established the following policy regarding Service Animals and Assistance Animals to assist individuals with disabilities. Being mindful of health and safety concerns of the Association's residents, the Association prohibits dogs of any kind, pursuant to the Association's Pet Policy (dated November 6, 1980). However, the Association will reasonably accommodate persons with disabilities who require Service or Assistance Animals. The President of the Board of Directors is responsible for implementing this policy. Each request will be evaluated on a case-by-case basis, considering the needs of the individual and the operations, health, and safety concerns of the Association. The successful implementation of this policy requires the cooperation of all prospective residents, residents, and guests of residents. The Association reserves the right to amend this policy from time to time.

### **Definitions**

**Approved Animal:** An "Approved Animal" is a Service or Assistance Animal that has been granted as a reasonable accommodation to an individual with a disability under this policy.

**Disability:** Defined as a physical or mental condition or impairment that substantially limits one or more of a person's major life activities. These limitations may include performing manual tasks, walking Seeing, hearing, speaking, breathing, working, and learning. A person is substantially limited in major life activities if the individual is unable to perform the activity or is significantly restricted as to the manner in which he or she can perform that activity when compared to the average person.

**Owner:** The owner is the individual with a disability who has been granted a reasonable accommodation and is therefore responsible for an Approved Animal on the Association's premises.

**Pet:** A domesticated animal that serves a role in providing leisure companionship to its owner. Pets are not the same as Service or Assistance Animals and are not permitted on the Association's premises.

**Service Animal:** An animal individually trained to do work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals who are hearing impaired to intruders or sounds, pulling a wheelchair, or fetching dropped items.

**Assistance Animal:** An animal that is prescribed or otherwise documented by a healthcare or mental health professional as treatment for a disabled individual and that improve one or more identifiable symptoms or effects of that individual's disability.

**Contacts:** Questions or concerns related to Service or Assistance Animals, or other accommodation information, must be directed to the designee of the President of the Board of Directors of the Association and that is Cross Community Management, see page 19 This book.

I. **Procedures for Approval of Service and Assistance Animals**

Prospective residents, residents, and guests of residents who seek permission to have a Service or Assistance Animal on the Association's premises must submit their written request to the President's designee prior to the arrival of the animal. Untimely or incomplete applications may result in denial of or delay in receiving accommodations. To make a request, individuals must contact the President's designee and provide appropriate and timely documentation as outlined in this policy. This policy will be carefully reviewed with the individual at that time.

This paragraph does not apply to persons with disabilities accompanied by Service Animals

## **II. Documentation for a Service or Assistance Animal**

If you request accommodation in the form of a Service or Assistance Animal, you must provide the President's designee with a signed letter from your licensed medical or mental health professional that establishes that you have a disability and that the animal in question will provide some type of disability-related service or emotional support that improves one or more symptoms or effects of your disability. If your disability and need for a reasonable accommodation are readily apparent, medical documentation will not be required to support your request for reasonable accommodation.

Insufficient documentation that does not fulfill these requirements may result in accommodation delays or denial.

## **III. Change in Circumstances**

If the situation requiring the animal changes, the Association may require the Owner to reestablish the need for the Service or Assistance Animal. For example, if the person for whom the reasonable accommodation was granted leaves the property, the reasonable accommodation no longer applies and the animal may not remain on the Association's premises. Also, if the Approved Animal dies or departs from the property, the Association may require additional documentation to bring another animal onto the property.

#### **IV. Conflicting Needs Health Concerns**

The Association will make reasonable efforts to notify residents in the building where the Approved Animal will be located. Upon receipt of such notice, individuals who have a medical issue and would be adversely affected by such an animal (e.g., asthma, severe allergies, etc.) are invited to contact the President's designee to discuss their concerns and potential solutions. Such persons may be required to provide verifiable medical documentation to support their concerns. The Association will explore reasonable accommodations so far as practicable to balance the needs of Owners of Approved Animals and other residents adversely impacted by the presence of such animals. Reasonable accommodations may be made to consider the needs of both persons to resolve the problem as efficiently and effectively as possible.

#### **V. Responsibilities of Owners of Service & Assistance Animals**

**A.** At the time of application for a reasonable accommodation under this policy, the individual seeking accommodation must present proof the animal meets all licensure and vaccination requirements under state and local regulations. Proof of such license and vaccination also must be provided to the Association annually.

**B.** Owners are responsible for their Approved Animals. The Owner is responsible for any damage caused by their animal and must take appropriate precautions to prevent property damage or injury. The cost of care, arrangements and responsibilities for the well-being of an Approved Animal are the sole responsibility of their Owner at all times. If a Service or Assistance Animal damages Association property, the cost of the damage will be assessed and assigned to the Owner to the same extent damage to the property would be assessed to other residents or their guests. The Owner is responsible for insuring cleanliness and proper care and treatment of the animal and its environment.

**C.** The Owner must take measures at all times for flea, tick, and odor control. If necessary to ensure such control, Association approved pest control services will be utilized and the animal Owner will be billed for the expense of any necessary pest treatment.

**D.** If the Owner leaves the Association's premises for a prolonged period of time, the Approved Animal must be taken with the Owner.

**E.** The Association reserves the right to place other reasonable conditions or restrictions on the animal depending upon the nature and characteristics of the animal. If an Owner feels he or she is unable to comply with any of requirements contained in the policy, she or he must contact the President's designee to address the matter.

**F.** The Owner is responsible for removal and proper disposal of the animal's waste. Removal must be immediate. Owners who are unable to clean up after their animals or who need assistance must notify the President's designee so that alternative arrangements may be agreed upon. If an animal urinates or defecates inside of a building, or in another area that requires cleaning or maintenance above and beyond any routine cleaning or maintenance already provided for by the Association, the Owner must notify staff, and the Owner will be responsible for the cost of such cleaning.

**G..** The owner agrees to continue to abide by all other Association policies. Reasonable accommodate which may constitute an exception to a policy that otherwise would prohibit having an animal does not constitute an exception to any other policy.

**H.** If the presence of an Approved Animal prevents the delivery of service (i.e., pest control) or interferes with facility upkeep, the Association may request that the Owner temporarily remove the animal, or, when applicable, be present to control the animal when facility upkeep is performed.

**I.** The Approved Animal must be under the control of the Owner at all times. The animal shall have a harness, leash or other tether unless the Owner is unable to use such devices or they interfere with the safe performance of the animal's work or tasks.

**J.** The Association may temporarily or permanently exclude a Service or Assistance Animal from the Association's grounds and facilities as allowed by law, including in an instance where the animal poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or the animal in question would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation.

### **Common Grounds**

#### ***Special Note to all Tenants and Visitors***

As soon as you step out the door of your unit, you are on Sunshine Villas Common Grounds managed entirely by the association (i.e. sidewalks, parking area, grass, landscaping, Laundry Building, etc.) The board of Directors is legally required by the Declaration of Restrictions and the By-laws to administer these areas including how to use, maintain and modify common grounds. This includes penalties for misuse of same, such as but not limited to: Parking privileges, outside storage, conduct, littering, etc. as covered in this booklet. Declaration of Restrictions. *Article IV Property Rights in the Common Areas.*

## Vehicles

**In our deed of restrictions under Nuisance it states, “No trailer, boat trailer, camper trucks or commercial vehicles shall be placed on the common property or parking lot”.**

All residents and guest vehicles are required to meet county and state regulations and only legally licensed vehicles in operating condition shall be parked on the premises of Sunshine Villas. Vehicles are not considered being in acceptable operating condition if no current license tag is in date. Such vehicles will be towed away at owner’s expense. All motor vehicles including motorcycles shall be equipped with quiet mufflers and shall not be operated at noise levels offensive or otherwise a nuisance to Residents. The speed limit within the association area is **10 MPH.** Parking of vehicles of any kind is limited to those vehicles belonging to and licensed to residents of Sunshine Villas and their guests in residence.

**Exceptions are:** vehicles involved in routine or special maintenance operations, and those vehicles whose operators are involved in legitimate business on the premises. Unauthorized vehicles will be towed away and impounded at owner’s expense.

**Parking in designated spaces only.** All cars must be parked on the paved parking area within marked spaces only. Do not park on the unpaved drain Areas near building M. O. And P. No part of a parked vehicle shall extend over any paved walking area. Cars parked in the wrong space will be towed away at owner’s expense. See signs at entrances. Guests must park in guest parking only. Handicapped parking by permit only. Any parking regulatory signs installed on the grounds of Sunshine Villas must be obeyed at all times

Any vehicle owner that plans to cover parked vehicles on the Sunshine Villas parking area must first apply in writing to the Board, and secondly obtain the Board’s written permission. The Board can and will require documentation such as license documents to determine the type of vehicle should any doubt arise to what type of vehicle applied for. Long-term storage of vehicles is not permitted with or without vehicle covers. Long-term storage is defined as a vehicle parked and not used for more than 1 month.

There shall be no parking inside the property lines on Aaron and Gertrude Streets. There shall be no major repairing nor overhauling of vehicles on the premises of Sunshine Villas. Minor repairs may be made as long as no lengthy time is involved. There shall be no changing of automobile fluids, as spilled fluids damage the pavement and contaminates the soil. Washing of vehicles on Sunshine Villas property is not permitted. The Parking Lot is for parking only. No assembly or sitting around on parking area or on curbs in groups or individually is allowed at any time. The Board and managing agents are authorized to have vehicles towed away or removed at the Owner's expense any vehicles or equipment parked, located or used in violation of these rules and shall not be subject to any claim for liability or damage in the exercise of such authority.

### **Bicycles**

Bicycle riding is only allowed on the parking lot in for entry to or exit from Sunshine Villas. All other forms for bicycle riding on Sunshine Villas premises is forbidden, including bicycle riding on sidewalks, around buildings, lawn area, flowerbeds, etc.

### **Bicycle Parking**

Bicycles must be **parked in parking lot's designated bicycle parking area outside S and J building or inside owner's residence** while not actually in use. No parking is allowed anywhere else on common grounds, including but not limited to grass areas, sidewalks, walkways, doorsteps or flowerbeds

### **Skate Boards & Roller Skates**

Skate boarding on parking lot, sidewalks or lawn area of Sunshine Villas is forbidden. Use of skate boards and roller skates of any kind, including roller blades, on the common grounds of Sunshine Villas is not allowed. See section "Common Grounds" see page 10 for definition.



### **Litter Policy**

Any tenants or guests found littering on Sunshine Villas common area can be fined up to \$100 per offense, and \$1000 in aggregate. Fines are issued to unit owner, who in case of tenant or guest is expected to pass on the fine to the tenant of the unit, guests or vendors to the unit. This rule is inspired by and follows the Florida Litter Law and Fines to its maximum extent but not to the same degree in terms of penalties. It is important to notice that Sunshine Villas will not provide warnings of any kind and any incident that can be proved by photos, video or eye witnesses will be fined. Such fine will be final. Litter is defined as ANYTHING disposed on to common grounds from a needle, cigarette butt, paper, paper wrapping, plastic, plastic wrapping, a straw, an ice cream spoon or anything else that can be described as Litter. This would also include leaving trash outside of the dumpster instead of placing the trash inside of it. Fines are per single disposal incident.

### **Garbage & Trash**

Any disposal outside the dumpster meaning on the side of the dumpster or dumpster area is not allowed. If it is large items that cannot fit into the dumpster then you must call the association manager first to get permission. Phone number is (941-462-9585)

Disposing any items on the grounds without permission will be considered littering and will be fined accordingly. All cartons shall be broken down prior to depositing in dumpster. All rules posted in the dumpster area must be followed. All materials taken to the dumpster area must be put in the dumpster.

**After advising the management all furniture & major appliances are to be placed by the dumpster and a call must be made to Waste Management at: (941-639-1106) to arrange for pick up.**

### **Satellite Dish & Antennas**

The installation and operation of Satellite Dish and or Antennas are not allowed within Sunshine Villas. Dishes or antennas cannot be mounted on any outside wall, roof or ground

### **Outside Storage**

Any outside area is the responsibility of the association and throughout the years the rules have been there will be no storage of any items on the common grounds at any time. Storage is defined as “any item in sight when resident is not present.

### **Items defined**

Such items include trash, buckets, ashtrays, lawn chairs, rugs, tables, barbecue grills, shopping carts, bicycles, motorcycles, or other vehicles or toys in flower beds, on grassy areas, or on any paved walkways or sidewalks. There shall be no accumulation of boards, sticks or other dead wood allowed on the grounds anywhere, including the non-seeded areas. In general, “no items” shall be stored outside units in Sunshine Villas.

**On the board meeting of September 26, 2007, a motion to address “outside storage” was made with all board members in favor.**

**LAUNDRY / CLUB HOUSE ACCESS CARD**

**Only one card will be issued per unit.**

Cardholders agree to never let anybody in to the laundry/clubhouse building that does not belong to cardholder's household. Doing so will cause the access door to be electronically invalidated. Re-activation only by board approval and by paying \$50.00 re-activation fee. A card not working for technical reasons can be replaced with a new without fee. A card damaged by cardholder can be replaced for \$50.00 to be paid by cardholder. A lost card can be replaced for \$50.00 to be paid by HOMEOWNER. Homeowner may recover this fee from TENANT. Tenant's agree to surrender their card to landlord upon termination of their rental agreement. A fee of \$50.00 is charged for re-opening a user's access card. The re-opening of a terminated card is a board decision. It will take time and additional deposit from unit owner/tenants might be required.

**Rules and Requirements for receiving access card to the Sunshine Villas Laundry and Clubhouse.**

Cardholder/user must be in laundry/club house building during the use of the machines. If cardholder/user leave building while using machines cardholder / user acknowledge and accept clothes will be removed, first by other users from machine to the table, cart or floor, secondly by the association personnel to the dumpster. Cardholder/user must clean up after use. Leaving anything behind will be considered "littering" and will be fined in accordance with the littering fines of the association. Repeated incidents will cause the access card to be electronically invalidated. Cardholder agree and respect the laundry/clubhouse is no-smoking area. smoking inside the laundry/clubhouse building will cause your access card to be electronically invalidated.

### **Recreation Room & Laundry**

The recreation room in the laundry building is for use of residents for recreational purposes and as a waiting area while doing laundry. It is also used as a meeting room for the Board of Directors and of the Membership of Sunshine Villas Homeowners Association. The use for such meetings takes priority over any other use at any time. The laundry room is provided for the use of residents only.

The "Access-Key-Card" is registered to the unit owner or tenant by serial number. Anyone using the laundry room or recreation room must be able to justify his/her use by showing access card and photo ID to the laundry supervisor, association manager and or any Board member upon request. No outsiders will be allowed to use the laundry. This includes agents of owners, former owners, and former residents. When using the washers or dryers, you must stay in the building to supervise the machines, other people may be waiting to use them.

### **Laundry Machines**

These machines are set at the factory for the amount of a load they will wash or properly dry, with that they the factory sets the water level and it is up to the user to put in the proper load to complete the wash or dry cycle as designed. If you lose money or the machine does not operate fill out the form and place it in the box in recreation room.



Do not remove from unit Property of Sunshine Villas  
Address & Contact Information

**Villas Located At:**

21150 Gertrude Avenue  
Port Charlotte, Florida 33952

**Association Contact Address:**

**Sunshine Villas HOA, Inc.**

P.O. Box 494016

Port Charlotte, Florida 33949

Or

**<https://www.sunshinevillashoainc.com>**

*Deed Restrictions Apply*

Mail to Residents of Sunshine Villas should be  
addressed as follows:

**NAME:** \_\_\_\_\_

**21150 Gertrude Avenue Unit#** \_\_\_\_\_

**Port Charlotte, Florida 33952**

**Tenant Information**

If you have any questions about Sunshine Villas then please contact your landlord. Due to the fact that there is no legal relationship between you as the tenant and the Association the Association cannot provide you with any information that is solely between the Association and your Landlord.

**Owners name:** \_\_\_\_\_

**Owners address:.** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Owners phone** \_\_\_\_\_

**Property Management** \_\_\_\_\_

## Local Phone Numbers

The local telephone area code is **941**

- ◆ Emergency: Fire- Sheriff- Medical 911
- ◆ Sheriff Department, Non-emergency 639-0013
- ◆ Florida Highway Patrol 1-800-483-5912
- ◆ Poison Information Center 1-800-282-3171
- ◆ Bayfront Hospital (Port Charlotte) 766-4122
- ◆ Fawcett Memorial Hospital 629-1181
- ◆ Sprint Telephone 787-2870
- ◆ Florida Power & Light 639-1106
- ◆ Cultural Center Library 625-6470
- ◆ Locksmith, 24Hr service Bob's Lock 629-2744
- ◆ Oversize Trash pick up 629-1106
- ◆ Verizon 235-9700
- ◆ Comcast 1-800-266-2278

## SUNSHINE VILLAS HOA, INC

Community Manager

Dominick Beltran

Cross Community Management

**Dominick Beltran 941-815-3664**

**E-mail: [Infosunshinecam@gmail.com](mailto:Infosunshinecam@gmail.com)**

**[Https://www.sunshinevillashoainc.com](https://www.sunshinevillashoainc.com)**

