

**September 14, 2011**

**CARMEL RESIDENTS**

**After much preparation, review, rework and input from our attorney, your Board of Directors has completed and approved the enclosed.**

**Please understand that this is NOT in any way a change in our Covenants, but rather a detailed explanation of the various parts that residents (and even Boards) have found unclear for some time. Many comments at this year's annual meeting addressed these issues.**

**It is our hope that all residents will understand and respect the rules and regulations in the Covenants and the explanation and clarification that has now been completed. In every case, these rules are for the benefit of all, and, with everyone's cooperation, there should never be a time when "enforcement" will be necessary.**

**It is imperative that our Covenants remain in force and that no exceptions should be made, especially when another resident is inconvenienced.**

**Carmel Board of Directors**

**CARMEL at VANDERBILT LAKES RESIDENTS ASSOCIATION, INC.**

**RESOLUTION 2011-01**

**(Rule Formation)**

CARMEL at VANDERBILT LAKES RESIDENTS ASSOCIATION, INC. (hereafter "Association" or "Carmel"), by and through its Board of Directors (hereafter "Board"), enacts the following rules, on the 9<sup>th</sup> day of September, 2011, as a supplement to the governing Amended and Restated Master Declaration of Covenants, Conditions, and Restrictions (hereafter "Covenants") and Amended and Restated Bylaws (hereafter "Bylaws"). These rules will become effective thirty (30) days after mailing to the members of the Association.



William L. Birthright II,  
for the Carmel at Vanderbilt Lakes, Inc. Board of Directors

Dated: September 9, 2011

**CARMEL AT VANDERBILT LAKES**  
**RULES AND REGULATIONS**

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1. **Purpose/Authority of Rule Enactment**

1.1 **Purpose-**

The Board of the Association is charged with the duty of governing the operation, use, maintenance, management and control of Carmel Common Areas, and the operation of the Association as a whole, pursuant to the Covenants adopted by the members of the Association. The Board has found that some covenant provisions require clarification, and has chosen to promulgate the following rules to better carry out its duties. It is the intent that this rule enactment will provide guidance, clarity, and consistency in the application of the Covenants.

If an Owner has a question regarding Association use or governance, it is stressed that one should look first to the Covenants and Bylaws. These rules are intended only to clarify those governing documents.

1.2 **Authority-**

Carmel is a residential homeowners association, and its operation is governed by the established Covenants. The Covenants is a contract among all members of the Association regarding property use, and was established in 1988 and again approved by the Association members in 2004. The Board is charged with the duty of enforcing this contract. The Association has established Bylaw Seven (7), which grants the Board the authority to adopt and amend rules and regulations governing the operation, use, maintenance, management, and control of the Carmel Commons and the operation of the Association. The Board enacts the following rules pursuant to this authority.

*Cross-reference: Bylaw 7*

2. **Common Wall**

2.1 **Purpose-**

Covenant 8.1 (Maintenance of Common Areas) and 8.5 (Party Walls) do not adequately address who bears the responsibility of maintenance of a “common wall.”

2.2 **Definition-**

A “common wall” is each wall which is built that adjoins common areas and a residence.

2.3 Cost of Repairs-

The maintenance and cost of repair of a common wall shall be the responsibility of the Association.

*Cross-reference:* Covenant 8.1 and Covenant 8.5

3. Committees

3.1 Purpose-

The Board has the authority to create standing or temporary committees to assist in its duties, pursuant to Bylaw 4.13. This rule is created to better define Bylaw 4.13 and enumerate any established committee.

3.2 Landscape Committee-

A landscape committee has been established by the Board to advise the Board regarding landscape decisions in Carmel. A Landscape Committee “walk-through/walk-about” of Carmel is not a “meeting”, pursuant to Bylaw 4.13. The Landscape Committee lacks the authority to make the decision on the expenditure of Association funds. Any owner may serve on this committee.

*Cross-reference:* Bylaw 4.13

4. Commons Parking

4.1 Purpose-

This rule is promulgated to provide guidance and consistency in the application of Covenant 11.10.

4.2 Interpretation-

Covenant 11.10 provides that only “temporary” guests, as defined in the covenant, are permitted to park in Common Area guest spaces overnight. The Board interprets Covenant 11.10 to mean that Owners may park in Commons Area guest spaces for short, reasonable durations during the day, from 8:00AM until 6:00PM. Owners may not park in the Common Area guest spaces overnight unless exceptional circumstances exist and/or there has been Board approval.

The covenant further states that for the purpose of this provision, “temporary” means not longer than thirty (30) days in any six (6) consecutive months. (11.10 E)

Guest parking should never be used for extended/storage parking. "Storage parking" is defined as any vehicle left in a Commons Area guest space for more than thirty (30) days.

4.3 Parking Enforcement-

The Commons Parking restrictions will be enforced pursuant to Covenant 11.10(G) and Covenant 13.

4.3 Modification-

Pursuant to Bylaw 7, Covenant 11.10, and Covenant 13, the Board reserves the right to modify this rule, as needed, in order to properly manage the use of Commons Area guest parking. Any modification to the rule must be noticed to all owners, prior to implementation.

*Cross-reference:* Covenant 11.10 and Covenant 13

5. Rentals/Transfers/Sales

5.1 Purpose-

Covenant 12 governs the transfer and leasing of a residence. This rule is promulgated to better assist in the administration of that covenant.

5.2 Procedure-

Any owner intending to lease, transfer, or sale their residence should contact the Association's financial management company to secure an "Application to Purchase/Lease Property", and submit the completed application no later than thirty (30) days prior to start of any prospective transfer, sale, or lease. The prospective owners/transferees/renters of the residence must complete the application and pay a one hundred dollars (\$100) application fee, which is applied toward administrative costs. The Board will review the application and make a determination on whether to approve the sale/transfer/lease, on behalf of the Association. Neither a completed application nor fee payment constitutes acceptance. It is the owner's responsibility to provide the prospective owner/transferee/renter a copy of the Covenants and Bylaws.

*Cross-reference:* Covenant 12

6. Stucco repairs

6.1 Purpose-

This rule is promulgated to clarify who bears the responsibility of stucco repairs to a residence, as stated in Covenant 8.2.

6.2 Responsibility-

The Association shall be responsible for stucco repairs, to residences, only when complete Carmel community re-painting is being done to all residences. In any other circumstance, the responsibility of the stucco repair, to the residence, rests with the owner.

*Cross-reference: Covenant 8.2*

7. Lawns and Landscaping

7.1 Purpose-

This rule is promulgated to clarify Covenant 8.4- "Lawns and Landscaping."

7.2 Stone/Gravel-

Covenant 8.4 reads, "Stone, gravel, or paving may not be used as a substitute for grass in a lawn." This sentence refers only to Commons Area.

*Cross-reference: Covenant 8.4*

8. Appearance

8.1 Purpose-

This rule is promulgated to clarify Covenant 11.7- "Appearance" and define the term "reasonable period of time," as used in that section.

8.2 Trash containers-

Per Covenant 11.7, trash containers, sanitation bins, recycle bins, and/or garbage cans shall only be placed outside the residence for a reasonable period of time, not to exceed twenty-four (24) hours, to allow for trash/recycle pickup to be accomplished. At all other times, the container should not be visible from the Carmel street.

*Cross-reference: Covenant 11.7*

9. **Board of Directors**

9.1 **Purpose-**

This rule is merely a restatement of the previously Amended Bylaw 4.1, regarding terms of the Board of Directors, in order to provide clarification.

9.2 **Number-**

The number of Directors which shall constitute the whole Board of Directors is five (5), as stated in amended Bylaw 4.1.

9.3 **Terms of service-**

In order to provide for a continuity of experience on the Board of Directors, a system of staggered terms (three (3) Directors elected, and two Directors (2) elected the subsequent year) was established by amended Bylaw 4.1 and began at the 2007 annual election. Consequently, each Director shall be elected for a two (2) year term. Each Director's term ends at the final adjournment of the annual meeting at which his successor will be duly elected, or at such other time as may be provided by law. Directors shall be elected by the members as described in Bylaw 4.3; or in the case of a vacancy, as provided in Bylaw 4.4.

*Cross-reference: Bylaw 4.1, 4.1, 4.4*



# *CARMEL at Vanderbilt Lakes*

## APPLICATION FOR APPROVAL TO PURCHASE / LEASE PROPERTY

TO: The Board of Directors of CARMEL at Vanderbilt Lakes HOA, Inc.

- [ ] I hereby apply for approval to **lease** property located at: \_\_\_\_\_  
for the period beginning \_\_\_\_\_, 20\_\_\_\_, and ending \_\_\_\_\_, 20\_\_\_\_.  
**A complete copy of the signed lease is attached.** The Property Owner is: \_\_\_\_\_
- [ ] I hereby apply for approval to **purchase** property located at: \_\_\_\_\_  
**A complete copy of the signed purchase agreement is attached.**  
The Current Property Owner is: \_\_\_\_\_

In order to facilitate consideration of this application, I represent that the following information is factual and correct, and agree that any falsification or misrepresentation in this application will justify its disapproval. I consent to your further inquiry concerning this application, particularly of the references given below.

### PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

1. Full name of Applicant: \_\_\_\_\_  
DOB \_\_\_\_\_ DL# \_\_\_\_\_  
Social Security #: \_\_\_\_\_
2. Full name of Spouse (if any): \_\_\_\_\_  
DOB \_\_\_\_\_ DL# \_\_\_\_\_  
Social Security #: \_\_\_\_\_
3. Home Address: \_\_\_\_\_  
Contact: Home: ( ) \_\_\_\_\_ Business: ( ) \_\_\_\_\_  
Cell: ( ) \_\_\_\_\_ Email: \_\_\_\_\_
4. Nature of Business  
or Profession: \_\_\_\_\_  
If retired, former  
Business or profession: \_\_\_\_\_
5. The Association Documents of CARMEL at Vanderbilt Lakes HOA, Inc. provide an obligation to unit owners that all units are to be used as single-family residences only. Please state the name **and** relationship of all other persons who will be occupying the unit on a regular basis.  
\_\_\_\_\_  
\_\_\_\_\_
6. If applicant has leased residential property previously, please list:  
Dates of all leased property: \_\_\_\_\_  
Address of most recent leased property: \_\_\_\_\_  
City/State \_\_\_\_\_ Zip: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

7. Two Personal References (local if possible):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State \_\_\_\_\_ Zip: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State \_\_\_\_\_ Zip: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

8. Person to be notified in case of emergency:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State \_\_\_\_\_ Zip: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

9. Make of car(s) to be kept at the Property during lease term:

Make/Model: \_\_\_\_\_ Year: \_\_\_\_\_

License No. \_\_\_\_\_ State: \_\_\_\_\_

10. Mailing address for notices connected with this application:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State \_\_\_\_\_ Zip: \_\_\_\_\_ Phone ( ) \_\_\_\_\_

11. I am aware of, and agree to abide by the Declaration of Covenants for CARMEL at Vanderbilt Lakes HOA, Inc. and all properly promulgated rules and regulations. I acknowledge receipt of a copy of the Association Covenants and Rules, either by hard-copy or electronic format.

12. I understand and agree that the Association, in the event it approves a lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Declaration of Covenants and By-Laws of CARMEL at Vanderbilt Lakes Homeowners' Association, Inc., and the Florida Homeowner's Association Act, Chapter 720 Florida State Statutes, and the Rules and Regulations of the Community Association.

The prospective purchaser/lessee must submit this application to the Association not less than **30 days** prior to the start of the lease period. The Association Management will notify the prospective tenant or purchaser within 7 days of receipt of application whether it is approved or disapproved.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

**A \$100.00 non-refundable processing fee, payable to CARMEL HOA, must accompany this application, for the purpose of defraying costs of contact records, checking references, and other expenses related to the processing of this application.**

Return documents and fees to: **Collier Financial, Inc.**  
4985 Tamiami Trail East  
Naples, FL 34113

APPLICATION APPROVED: \_\_\_\_\_ DISAPPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_ BY: \_\_\_\_\_  
Director/Officer or Authorized Agent