

PREPARED BY AND RETURN TO:
GREENBERG NIKOLOFF P.A.
1964 BAYSHORE BOULEVARD, SUITE A
DUNEDIN, FLORIDA 34698

**CERTIFICATE
AS TO THE
RULES AND REGULATIONS
FOR
SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that the attached Exhibit "A" and Exhibit "B" constitutes a true and correct copy of the Amendments to the Rules and Regulations of Skye Loch Villas Owners' Association, Inc., which were approved at a duly called meeting of the Board Members on June 20, 2024, by a majority vote of the Board of Directors of the Association, and is incorporated herein by this reference:

SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC. is organized for the purpose of administering a development known as Skye Loch Villas in Pinellas County, Florida, in accordance with certain Restrictions originally recorded at O.R. Book 12589, Page 2345 et seq. as same has been amended from time to time, all of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, John 'Jed' Lowry as President, and Janice L. Burke as Secretary, of SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC. have executed this Certificate in accordance with the authority vested in them as President and Secretary of the corporation, for and on behalf of the corporation, on this 20 day of June, 2024.

CORPORATE SEAL

SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC.

By: John 'Jed' Lowry
John 'Jed' Lowry, President

Janice L. Burke
Janice L. Burke, Secretary
Printed Name

STATE OF FLORIDA Maine
COUNTY OF PINELLAS York

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20 day of June, 2024, by John 'Jed' Lowry, as President and Janice L. Burke, as Secretary, of SKYE LOCH VILLAS OWNERS ASSOCIATION, INC., and are personally known to me or have produced FLORIDA DRIVERS LICENSE as identification.

Carmen M. Leccese
NOTARY PUBLIC Carmen M. Leccese

CARMEN M. LECCESE
Notary Public
Maine
My Commission Expires Dec. 16, 2029

RESOLUTION NO. 2024-03 AMENDING ARTICLE IV OF THE RULES AND REGULATIONS OF SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., AN INCORPORATED DEED RESTRICTED ADULT COMMUNITY

1. RESOLVED, THAT ARTICLE IV, STREETS AND PARKING, is hereby amended to read as follows:

**SUBSTANTIAL RE-WORDING OF THIS DOCUMENT.
SEE EXISTING DOCUMENT FOR PRESENT TEXT.**

Article IV, STREETS AND PARKING

4.1 *Only properly licensed, insured, and legally registered vehicles may be brought onto or remain on Skye Loch Villa premises.*

4.1a **Definition and Clarification of "Vehicle"**: A vehicle is anything that transports a person or thing, usually a car, but can also include trucks, SUV's, motorcycles, scooters, golf carts. Motor homes, campers, trailers of any type, boats, trucks, tents, shacks, or any temporary building or other appurtenances of any design whatsoever, except for family vans (windows and rear seats), pickup trucks with single rear axles and sport utility vehicles, are prohibited to be housed, parked or inhabited in Skye Loch Villa. It is the Owner/Occupant responsibility to select a vehicle that will appropriately fit on their property as per the Association rules – permanent accommodations will not be made for a vehicle for the sole reason that it does not fit on the property. A written request may be submitted to the Property Manager and with prior approval by the Board, owners of motor homes or house trailers may be permitted to park on the green area by the North dumpster (not to exceed 30 days see Article II, 2.4). The Board shall define said vehicles and appurtenances and set time limits for parking. No commercial vehicles, private or commercial, shall be parked overnight in Skye Loch Villa without prior Board approval and must be parked in the green area.

4.1b **Definition and Clarification of "Driveway, Garage, Carport, Assigned Parking Space"**: Each Villa at Skye Loch has the minimum feature of one Driveway, Garage, Carport, Assigned Parking Space (hereafter known as "Owner Parking"). This feature is the property of and intended for the sole use of the Villa Owner/Occupant.

4.1b (1) Residents should not freely park on the property of another Owner/Occupant without their prior approval. Vehicles not in compliance may be subject to fines or towing.

4.1b (2) Owner Parking is designated for authorized vehicles only. Storage containers, equipment, appliances, furniture, or other items must

not prevent or restrict Owner/Occupant vehicle(s) from parking on the property. Vehicles must not be parked on any grass areas of Owner Villas or Skye Loch common areas, except the approved "Green Area Parking" unless approved by the Board in advance.

4.1c Definition and Clarification of "Green Area Parking": The Green Area Parking includes designated areas of Skye Loch common areas, located adjacent to the North and South dumpsters and on Sky Loch Drive East. The Green Areas are intended to be utilized as overflow parking by Villa Owner/Occupant vehicles with a Numbered Parking Sticker that cannot be appropriately parked in Owner Parking. Board approval is required to utilize the Green Areas on a regular basis. Green Area users are required to move their vehicles off the area to allow for lawn maintenance on designated days between 7:00am and 10:00am.

4.1d Definition and Clarification of "Visitor Parking": Visitor Parking areas are designated, marked, and located throughout Skye Loch and are intended to be used for the Guests of Skye Loch Owners & Occupants.

4.1d (1) Each Villa has been issued a Visitor Parking Pass. It is the responsibility of the Villa Owner to ensure a parking pass is displayed on the dashboard of their Guest vehicle while parked in this area. Villa Owners should sign in at the Clubhouse and obtain a paper pass if an additional Visitor Parking Pass is needed for additional Guests.

4.1d(2) No Villa Owner or Occupant shall park their own vehicle(s) in any of the designated Visitor Parking areas unless they have a Guest using their own carport, garage, driveway, or assigned space. Any vehicle parked in the Visitor Parking area must display the Visitor Parking Pass on the vehicle dashboard if parked overnight.

4.1d(3) Villa Owners are temporarily permitted to park in Visitor parking spaces on an exception basis with Board approval. The Visitor Parking Pass must be displayed on the vehicle dashboard at all times during these occurrences.

4.1e Definition and Clarification of "Clubhouse Area Parking": The Clubhouse Area parking includes the non-designated parking spaces surrounding the Clubhouse. One parking space behind the Clubhouse is reserved for those working in the Clubhouse or using the laundry facilities. The remaining two rear spaces are available as Visitor Parking and shall be used as per Sec 4.1d. The parking at the front (North) of the Clubhouse shall be used for Clubhouse

activities only (events, pool, billiard room, laundry, etc). These spaces shall not be used for Visitor Parking (as defined in Sec. 4.1d).

4.1f Definition and Clarification of "Maintenance Garage Parking": The parking area West of the Maintenance Garage shall only be used for maintenance vendor/personnel parking and/or those using the adjacent laundry area.

4.1g Definition and Clarification of "Live Parking": "Live Parking" at Skye Loch allows for the standing of an Owner/Occupant vehicle, delivery vehicle, or vendor service vehicle whether occupied or not, when temporarily and actually engaged in loading or unloading or performing service at the Villa.

4.1g(1) Owner/Occupant Parking in front of any villa to load or unload for a maximum of one (1) hour is permitted.

4.1g(2) Except as provided in 4.1g(1), no vehicles, except commercial vehicles or visiting nurses/medical support services on business, shall park on the streets or roads of Skye Loch Villa.

4.1g (3) Care must be taken to avoid causing a traffic problem, blocking a neighbor's driveway or access by emergency vehicles.

4.2 Each villa address may be entitled to park two (2) vehicles on Skye Loch Villa premises. Occupants who own (2) vehicles shall be issued two (2) Numbered Parking Stickers to be displayed in the lower right-hand side of the vehicle's windshield. At least one vehicle must be parked in their Owner Parking and must also be parked perpendicular to the street and not across the driveway or parallel to the Villa and road, and not obstructing the sidewalks without Board approval. The second vehicle should also be parked in the Owner Parking and must also be parked perpendicular to the street and not across the driveway or parallel to the Villa and road, and not obstructing the sidewalks without Board approval. If this is physically impossible, the 2nd vehicle, with the approval of the Board and dependent upon availability, must be parked in one of the Green Areas.

4.2a Villas may be permitted to park a third vehicle but it must be a golf cart, motorcycle, or scooter and it must be able to be parked in the Owner Parking along with at least one other vehicle. The third vehicle must not block the sidewalk or restrict pedestrian right-of-way. The third vehicle shall be issued a Numbered Parking Sticker that is to be displayed on the right-hand side of the windshield. Any questions regarding the feasibility to have a 3rd vehicle are the responsibility of the Villa Owner prior to bringing the 3rd vehicle to Skye Loch.

4.3 Handicap Parking: Skye Loch Villas recognizes the needs of our handicap residents with vehicles having a current handicap license plate or placard, properly posted on their vehicle. It is the Owner/Occupant responsibility to select a vehicle that will appropriately fit on the property they own/occupy as per the Association rules – permanent alternate accommodations may be made for a vehicle with Board approval.

4.3a Owners/Occupants with handicap-designated vehicles must first park their vehicles in their Owner Parking prior to consideration of parking anywhere else on Skye Loch property. This vehicle must be parked *perpendicular to the street and not across the driveway or parallel to the Villa and road, and not obstructing the sidewalks*

4.3b A second vehicle for a handicap Owner/Occupant should also be parked in their Owner Parking, where feasible, prior to consideration of parking anywhere else on Skye Loch property. This vehicle must also be parked perpendicular to the street and not across the driveway or parallel to the Villa and road, and not obstructing the sidewalks. If this is physically impossible, the properly designated handicap vehicle shall be permitted to be parked in a legal, marked Green Area, Common Area, or Visitor Parking space, convenient to the Villa.

4.3c A third vehicle for a handicap Owner/Occupant Villa will be permitted at Skye Loch but it must be a golf cart, motorcycle, or scooter and it must be able to be parked in the Owner Parking along with at least one of the other vehicles. The third vehicle must not block the sidewalk or restrict pedestrian right-of-way. The third vehicle shall be issued a *Numbered Parking Sticker that is to be displayed on the right hand side of the windshield.*

4.4 A 15MPH speed limit shall be maintained throughout Skye Loch Villas. Owners are responsible for any person(s) staying or visiting in their Villa and will be totally answerable for violations of the speed limit.

4.5 No repairs or washing of cars or vehicles is permitted on any Villa property, street or common ground, except as provided in this subsection. A wash area is *provided by the North-end dumpster for washing of vehicles only. When using the wash area, cars will not block the access door to the dumpsters.* Water must also be turned off securely. When washing vehicles, park to the right of the dumpster in the grassy area.

4.6 All Vehicles parked in Visitor, Live Parking, Green Areas, or other Skye Loch common areas must be properly maintained and shall not leak oil,

antifreeze/refrigerant, or other fluids onto the ground/pavement area. Violators will not be allowed to park in these areas until vehicle repairs are made. Damage to pavement and/or hazardous waste cleanup will be the responsibility of the Owner/Occupant.

4.7 Any violation of Article IV shall subject the vehicle to fines and/or towing at vehicle Owner's expense.

4.8 Any requested exceptions to parking rules are to be brought to the Board for approval.

RESOLUTION NO. 2024-02 ADDING ARTICLE VII, SECTION 7.6, TO THE RULES AND REGULATIONS OF SKYE LOCH VILLAS OWNERS' ASSOCIATION, INC., AN INCORPORATED DEED RESTRICTED ADULT COMMUNITY

1. RESOLVED, THAT ARTICLE VII, SECTION 7.6, is hereby added to read as follows:

Article VII. Section 7.6. VIOLATION PROCESS:

7.6.1 A violation may be identified in one of the following ways:

- Skye Loch Villa Board Member observation;
- Skye Loch Villa Resident report; and/or
- Management Company representative observation.
- Note: A reporter must identify themselves and understand their identity will be public record in the community.

7.6.2 A violation must be reported to the Management Company via telephone or email and include the following:

- Date(s) of violation;
- Location of violation (address, location within Skye Loch, etc.);
- Name and/or other specific identifying information about the violator; and/or
- Provide photograph, if possible.

7.6.3 A violation must be verified prior to next steps:

- Management Company representative follows up with reporter within 7 days to review situation and obtain other information as needed;
- Management Company representative should attempt to verify via the reported violation via an onsite visit within 7 days of report;
- Management Company representative presents reported violation and verification findings to the Board for review within 14 days of initial report; and
- Board makes decision regarding validity of the violation.

7.6.4 Next steps:

- Management Company representative follows with reporter regarding validity of a violation and plan for next steps, as needed;
- Management Company representative attempts "friendly" contact with Violator via in-person visit or telephone contact immediately following Board validation. If no response or contact made...
- ...Management Company representative sends first notice to violator within 7 days of Board decision of the violation and action required. Allow 30 days for response/action by violator.
- Management Company representative reports resolution by violator to Board and the reporter or sends second notice to violator within 7

- days after initial response deadline. Allow 30 days for response/action by violator.
- Management Company representative reports resolution by violator to Board
and the reporter or sends third notice to violator within 7 days after initial response deadline. Allow 30 days for response/action by violator.
- If no (or unacceptable) response received, Management Company representative schedules C.E.C meeting and sends out notice via U.S. certified-mail to violator. Also notify C.E.C. members, and Board of scheduled meeting to be held within 30 days of notice.
- C.E.C. meets at pre-scheduled time to review situation with violator and/or violator representation. C.E.C. makes determines recommendation for Board at end of this meeting.
- Board reviews C.E.C. recommendation within 14 days of meeting and determines fines, next steps as per applicable law. Communicate to Management Company representative.
- Management Company representative communicates determination via U.S. certified-mail of decision and next steps, fines. Violator has 10 days to satisfy decision requirements.
- Management Company representative communicates resolution (no details) to reporter.
- Management Company representative communicates via letter to Violator when decision requirements have been satisfied (cc: Skve Loch Board).
- After 10 days, if violator has not satisfied the demand, Management Company adds fee and/or violation to their General Ledger so that Villa cannot be sold without remedy of the open issue.