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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 3378441

Prepared by and Return to:
Richard A. Ulrich
Ulrich Scarlett Watts & Dean PA
713 S. Orange Avenue, Ste. 201
Sarasota, FL 34236

NOTICE OF ENFORCEMENT

VENTURA VILLAGE HOA, INC. CERTIFICATE OF RESOLUTION TO ENFORCE DEED RESTRICTIONS

The Board of Directors of Ventura Village HOA, Inc., at a regular board meeting held on May 5, 2025, unanimously adopted the following resolution.

WHEREAS, the Ventura Village subdivision was developed as a community consisting of two-hundred and thirty-eight (238) stand-alone single-family residential lots, one-hundred and fifty-six (156) paired villas contained within seventy-eight (78) buildings intended for use and occupancy as single-family residences, and common areas and facilities, and the land to which this Declaration is applicable is described on the Plat for Ventura Village, Unit 1, as recorded in Plat Book 44, Page 47 (47A through 47 N, inclusive) of the Public Records of Sarasota County, Florida on December 7, 2004; Plat for Ventura Village, Unit 2, as recorded in Plat Book 46, Page 28 (28A through 28E, inclusive) of the Public Records of Sarasota County, Florida on March 14, 2007; and, Plat for Ventura Village, Unit 3, as recorded in Plat Book 47, Page 29 (29A through 29E, inclusive) of the Public Records of Sarasota County, Florida on November 18, 2009, inclusive, of the Public Records of Sarasota County, assessed to such owner or owners as shown on the last completed tax assessment roll of Sarasota County, Florida, at the time when the proposed revived declaration is submitted for approval by the parcel owners, a copy of which is attached for parcels in Ventura Village Subdivision of the Public Records of Sarasota County, Florida;; and

WHEREAS, the Ventura Village subdivision is governed by the Ventura Village HOA, Inc. (hereafter "Association"), a Florida Not For Profit Corporation, through its Board of Directors; and

WHEREAS, the Ventura Village subdivision has deed restrictions and covenants that were initially adopted at the time of development, and that the same have been duly recorded in the public records of Sarasota County; and

WHEREAS, these deed restrictions have been variously amended since their original adoption, and that such amendments have been duly recorded in the public records of Sarasota County; and

WHEREAS, it is the expectation of the Association that lot owners within the subdivision will comply with said deed restrictions voluntarily.

NOW THEREFORE, be it resolved that all lot owners within Ventura Village subdivision are hereby put on notice that the Association shall henceforth enforce compliance with all of the deed restrictions applicable now or in the future to the Ventura Village subdivision; and

BE IT FURTHER RESOLVED that a copy of this Notice be recorded in the public records of Sarasota County and a copy mailed or otherwise provided to each lot owner in the Ventura Village subdivision, all for the purpose of giving notice to all present and future lot owners in the subdivision of this resolution by the Association to enforce such deed restrictions and covenants that are presently in force and will be in force in the future.

This Resolution is certified this 31 day of July, 2025.

Ventura Village HOA, Inc.

Susan Remo
Susan Remo, President

ATTESTED TO:

Mark D'Agostino
Mark D'Agostino, Secretary

STATE OF FLORIDA)
) SS.
COUNTY OF SARASOTA)

he foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 31 day of July, 2025, in and for the State of Florida, by Susan Remo, as President of the Ventura Village HOA, Inc. on behalf of the Association, who is personally known to me or who has produced _____ as identification.

Priscilla J. McLaughlin
Notary Public



Priscilla McLaughlin
Notary Public, State of Florida
My Comm. Expires 12/21/2025
Commission No. HH210569

Rules & Regulations
For
Ventura Village HOA, INC.

These Rules & Regulations are meant to supplement the provisions of the Declaration of Covenants, Bylaws and Architectural Standards. The Rules and Regulations shall apply to all Members, Tenants, Guests, Invitees and Occupants as set forth below and amended by the Board of Directors (BOD) from time to time. Failure to comply with the Rules and Regulations will result in a fine and/or suspension from facilities, events, and common areas.

Ventura Village HOA, INC is not responsible/liable for injury, accident, or loss of property at the pool, clubhouse or surrounding common area.

1. **Pool:** The pool and surrounding area are for the exclusive use and enjoyment of the Members, Tenants, Occupants, Invitees and Guests.
 - A. No lifeguard on duty. Pool Capacity is 60 persons.
 - B. Hours: Sunrise to Sunset.
 - C. Diving or cannonballs are **not** allowed in the pool.
 - D. Children under twelve (12) must be accompanied by an adult 18 or older.
 - E. Glass containers or other breakable containers are not allowed.
 - F. Alcoholic beverages are **not** allowed in the pool deck or surrounding area except for BOD sanctioned events.
 - G. Large devices or rafts are **not** allowed in the pool.
 - H. Running, pushing, wrestling or ball playing is **not** allowed.
 - I. All diapered individuals must wear protective pants.
 - J. Pets are **not** allowed in the pool or pool area.
 - K. Service animals, registered with the management company are permitted on the pool deck with a leash. They are **not** allowed in the pool.
 - L. Bikes, skateboards, roller skates or scooters are **not** permitted within the pool area.
 - M. Smoking/Vaping is **not** allowed within the premises of the pool, pool deck or surrounding area.
 - N. Music must be played and maintained at a reasonable level to not disturb other residents.
 - O. Obscene language is **not** permitted.

ALL MEMBERS, TENANTS, GUESTS, INVITEES AND OCCUPANTS SWIM AT THEIR OWN RISK

2. **Clubhouse:** The use of the Clubhouse, including Reserve Use, is for the use and enjoyment by the Members of Ventura Village. All uses of the Clubhouse must conform to the rules and regulations as set forth below and as amended from time to time by the Board of Directors (BOD)

- A. The Clubhouse is open between 9:00 a.m. to 9:00 p.m. except for approved HOA sponsored events.
- B. Smoking is **not** allowed at any time within the Clubhouse or the surrounding property.
- C. Music played must be maintained at a reasonable level so not to disturb other residents within the Clubhouse/pool complex or neighboring residents.
- D. Tables and chairs are to be placed in a manner that will not obstruct any of the egresses. Furniture must remain within the clubhouse and, if rearranged, returned to its original location.
- E. The Board of Directors may cancel at any time a Clubhouse scheduled event due to a situation regarding emergency maintenance repair or inspection and any emergency related weather situation.
- F. Members or Tenants may reserve the Clubhouse for activities such as mahjong, card games, etc. on the Keys-Caldwell website calendar.
- G. HOA sponsored events have priority unless a members reservation was already confirmed for that date and time.
- H. Commercial use of the Clubhouse is **not** permitted except for HOA sponsored events.
- I. Pets are **not** allowed within the Clubhouse with the exception of registered Service Animals that are on file with the management company.

3. **Clubhouse Reserve Use:** The Clubhouse is available for Reserved Use by Members and Tenants for private events. There is a 5 hour limit on all scheduled private events which includes setup and clean up. Please refer to the Ventura Village Clubhouse Private Reserve Information and Reminders sheet on the Management website found under documents/clubhouse private reservation. Rules and Regulations described above under Clubhouse items (a) through (j) apply along with the following:

- A. Reserved use Includes the main room, kitchenette (refrigerator & sink) and Women and Men's restroom.

Reserved Use Fee:	\$0.00
Payment of Deposit:	\$100.00

Payment of Deposit is to be charged to a credit card when the reservation is entered on the Keys-Caldwell website.

Deposit will be refunded within five (5) working days provided no damages to the Clubhouse or immediate surrounding area are discovered. However, the deposit will be forfeited for any policy infractions or if the facility requires any maintenance. All reasonable damage costs over the deposit fee will be charged to the members account.

- A. The Member or Tenant renting the Clubhouse must be present during the event.
- B. Maximum Capacity of the Clubhouse is 62 and the Member or Tenant is responsible to ensure compliance.
- C. The Member or Tenant shall be fully responsible for the actions of any guest in attendance and shall remove any individual creating a nuisance from the Clubhouse and surrounding property.
- D. The Member or Tenant shall be responsible for the actions of any caterer and/or any vendor employed by the Member or Tenant.
- E. The Member or Tenant is responsible to remove all equipment and trash from the premises.
- F. All alcoholic beverages must be consumed in the Clubhouse only. Dispensing of alcohol will be in accordance with Florida laws. The Member or Tenant is responsible for the actions of all guests consuming alcoholic beverages.
- G. The Member or Tenant shall maintain the Clubhouse in an orderly condition. Nothing should be attached to Clubhouse walls. At no time may any existing decorations or items be removed from the walls or Clubhouse.

4. Irrigation

- A. Irrigation use within Ventura Village is prohibited between the hours of 8:00 a.m. and 6:00 p.m. and no more than once a week. New sod areas can be watered up to thirty (30) consecutive days with submittal of a work order request. "See the schedule on the HOA bulletin board or management website for approved watering day based on your address.

5. Storage

- A. Grills must be stored neatly next to the home when not in use and may not be left in driveways or yards.

6. Garbage and Trash Disposal

- A. Trash and recyclable containers must be stored either in the garage or behind a small privacy fence or hedge type bush (e.g., crab apple) located next to the garage so that containers are not visible from street, road or right-of-way.

- B. Garbage and recyclable receptacles may not be left at the curb or end of driveway more than 24 hours before or after the designated garbage collection day or time.
- C. All trash and recyclable containers shall be stored inside the garage during a tropical storm or hurricane.
- D. Dumpsters must be placed entirely within the boundaries of the driveway and may not remain for more than one week. During this time, all vehicle parking must comply with the Declaration of Covenants.

7. Sidewalks

- A. Sidewalks shall not be obstructed by, including but not limited to dumpsters, moving pods, vehicles, bicycles etc.

8. Pets

- A. It is the responsibility of the pet owner to pick up and remove their pet's waste immediately on any lot within Ventura Village.

9. Golf Cart & LSV Usage: A Ventura Village sticker must be obtained with 30 days after the recording of the amended and restated governing documents and rules and regulations to avoid violations.

- A. **Age & Licensing:** Drivers must be at least 16 years old and hold a valid driver's license.
- B. **Operating Hours:** Golf carts may only be driven between sunrise and sunset.
- C. **Insurance Requirement:** Insurance is mandatory for all golf carts and LSVs.
- D. **Registration:** Owners must register their vehicle with the management company by providing proof of insurance. Upon registration, a Ventura Village sticker will be issued and must be clearly displayed to use the private roads within the community.
- E. **Annual Renewal:** Stickers and proof of insurance must be renewed each year through the management company.
- F. **Compliance:** Parking and usage of golf carts and LSVs must follow all Ventura Village Governing documents and Rules & Regulations.
- G. **Liability Waiver:** By registering a golf cart or LSV, the owner agrees to release the association from liability related to its use.
- H. **Responsibility for Damages:** Owners are fully responsible for any damage caused by their golf cart/LSV—whether driven by themselves, family, guests, invitees, or other occupants.
- I. **Association Reimbursement:** Owners must reimburse the association for any reasonable costs incurred as a result of damage, repairs or enforcement actions to common areas related to the use of golf cart or LSV.