

CARDINAL MANAGEMENT GROUP of Florida

Guide to Completing the LEASE/PURCHASE Application

Information To Be Aware of - Please Read Carefully.

This application is to be completed by the owner(s) **and** purchaser(s) or the owner(s) **and** lessee(s). If utilizing a real-estate/rental agent, **the unit owners are still required to sign application**, or provide a signed Power of Attorney authorizing agent to sign on owners' behalf. All parties **MUST** sign the application. If electronically signed, an electronic signature certificate must accompany the application. **There are no exceptions to this requirement.** Applications will be returned and **processing delayed** if missing any signatures.

This application must be submitted to Cardinal Management Group of Florida, Inc. (CMG) and supported with **a copy of the executed purchase or lease agreement signed by all parties; along with a one hundred dollar (\$100.00) non-refundable processing fee**, made payable to **Cardinal Management Group of Florida, Inc.** There may also be additional fees.

Contact CMG at (239) 774-0723 or cardinal@cmgflorida.com for further direction.

General Requirements/Information

Units may not be leased for a period of less than thirty (30) days. Units may be leased for a maximum of three (3) times per calendar year. Additionally, all Association units are designated as single-family residences only, and must be leased and/or utilized as such. All annual rental renewals must be submitted no less than thirty (30) days in advance of the lease renewal date for the Association's review and approval.

Information collected will be used to perform an international background and/or credit check of the applicants. This information is utilized by the Association to determine eligibility for approval.

Application Processing

Once your completed application is received, processing will commence. Application processing times vary, but can take up to 30 calendar days to obtain approval.

If submitting the application less than thirty (30) calendar days prior to your closing/lease start date (target date), include the applicable "late" fee listed below in addition to your \$100 application fee. If target date changes after the application has been submitted, late fees may apply.

- If target date is **15-29 days** from date of submission, include a **\$40.00** "late" fee.
- If target date is **14 days or less**, include a **\$50.00** "late" fee.
- If an application is submitted **after** the target date, include a **\$100** "immediate processing" fee.

Mandatory Requirements

The omission of the information listed below **will** result in your application being rejected and returned to you **VIA USPS MAIL**. This will delay the processing of your application and may result in the processing time extending beyond your closing/lease start date.

DO NOT LEAVE ANY FIELDS BLANK. IF NOT APPLICABLE, ENTER "N/A".

- A copy of the purchase or lease agreement signed by all relevant parties.
- A one hundred dollar (\$100.00) non-refundable processing fee made payable to Cardinal Management Group of Florida, Inc.
- Full legal name and date of birth are required for all applicants.
- Driver's License number(s) are required.
- Social Security Number(s) are required. If you are a citizen of another country, please provide your passport number in lieu of social security numbers.
- **At least** one phone number at which the applicant may be reached.
- Applicants' current address.
- Names and relationship of **ANY/ALL** persons who will be staying in the unit on a regular basis. If none, enter **"NONE."** **DO NOT LEAVE THIS FIELD BLANK.**
- Make, model, year, **AND** tag number of all vehicles that will enter upon the Association property.
 - If a rental car will be used, this field **MUST** be filled in with the word "Rental." **DO NOT LEAVE THIS FIELD BLANK.**
- Specify all pets to be kept in the Unit. If a dog, include breed and weight. If no pets will be in the unit, enter **"None."** **DO NOT LEAVE THIS FIELD BLANK.**
 - Please note that the maximum allowance is limited to two (2) small domesticated animals, plus two (2) birds.
- Complete applicable section **"For Purchasers Only"** or **"For Lessees Only."**
- Note all locations where a signature is required and sign accordingly.

DO NOT LEAVE ANY FIELDS BLANK. IF NOT APPLICABLE, ENTER "N/A".



CARDINAL MANAGEMENT GROUP of Florida, INC.

LAGUNA AT VENETA CONDOMINIUM ASSOCIATION, INC.

C/O CARDINAL MANAGEMENT GROUP OF FLORIDA, INC.
4670 CARDINAL WAY, NAPLES, FLORIDA 34112
PHONE (239) 774-0723 FAX (239) 775-0723

APPLICATION FOR APPROVAL TO PURCHASE OR LEASE A CONDOMINIUM UNIT

REVISED 9/13/2016

INSTRUCTIONS:

This application is to be completed by the owner(s) and purchaser(s) or lessee(s).

This application must be submitted to the Association's Manager and must be supported with:

- A copy of the purchase or lease agreement signed by all relevant parties; and
- A non-refundable processing fee in the amount of one hundred dollars (\$100.00), made payable to Cardinal Management Group of Florida, Inc.

Note that units may not be leased for a period of less than thirty (30) days. Units may be leased for a maximum of three (3) times per calendar year. Additionally note that all Association units are designated as single-family residences only, and must be leased and / or utilized as such.

All annual rental renewals must be submitted no less than thirty (30) days in advance of the lease renewal date for the Association's review and approval to renew.

To: The Board of Directors of the Laguna at Veneta Condominium Association, Inc.:

I hereby apply for approval to (please check appropriate box):

☐ Purchase _____, Unit #_____ in Laguna at Veneta, A Condominium, and for membership in the Condominium Association.

Closing Date: _____

Name and Number of Closing Agent: _____.

A complete copy of the signed purchase agreement must be attached.

☐ Lease _____, Unit #_____ in Laguna at Veneta, A Condominium, for the period beginning _____, 20____, and ending _____, 20____.

A complete copy of the signed lease must be attached.

☐ I AM ☐ I AM NOT currently serving as a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard/United States Reserve Forces.

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

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION:

1. Current Unit Owner's Name(s) _____
2. Full name of applicant _____
Date of Birth: _____ Social Security Number: _____
Email: _____
3. Full name of co-applicant _____
Date of Birth: _____ Social Security Number: _____
Email: _____
4. Home address _____
Telephone (home) _____ Telephone (business) _____
5. Nature of business or profession: _____
If retired, former occupation: _____
6. Company or firm name: _____
7. Business address: _____
8. The condominium documents of Laguna at Veneta, A Condominium, restrict units to use as single family residences only. Please state the name and relationship of all other persons other than the applicant(s) who will be occupying the unit on a regular basis:

Name:	Relationship:
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
9. Name of current or most recent landlord: _____
Address: _____
Telephone: _____

10. Two personal references (local if possible):

Name: _____
Address: _____
Telephone: _____

Name: _____
Address: _____
Telephone: _____

11. Two credit references (local if possible):

Name: _____
Address: _____
Telephone: _____ Account #: _____

Name: _____
Address: _____
Telephone: _____ Account #: _____

12. Person to be notified in case of emergency:

Name: _____
Address: _____
Telephone: _____

13. Motor vehicle(s) to be kept at the Condominium:

Model/Make: _____ Year: _____
License #: _____ State: _____

Model/Make: _____ Year: _____
License #: _____ State: _____

14. Do you have any pets? Please specify the type, size and weight of pets you intend to keep in the unit: *[please note that the maximum allowance is limited to two small, domesticated animals (dogs or cats), plus two birds]*

15. Mailing address for notices connected with this application:

Name: _____
Address: _____

16. ***If this transaction is a sale***, please check the box(es) that apply:

- ☐ reside here on a full-time basis
☐ reside here on a part-time basis
☐ lease the unit

I (we) will provide the Association with a copy of our recorded deed within ten days after closing.

I am aware of, and agree to abide by, the Declaration of Condominium of Laguna at Veneta, A Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all properly promulgated rules and regulations. I acknowledge receipt of a copy of the Association rules.

If this transaction is a lease, I understand and agree that the Association, if 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 Condominium of Laguna at Veneta, A Condominium, the Association's Bylaws, and the rules and regulations of the Association.

The prospective purchaser or lessee will be advised by the Association office within a 30-day period from the date of receipt of the application and all information and appearances requested, of whether this application has been approved. If this transaction is a lease, this application must be signed by the applicant and by the realtor or other person who acted as rental agent for the unit owner.

Date	Signature of Applicant

Date	Signature of Co-Applicant

As the rental agent for the unit owner, the undersigned agrees to be responsible for immediate correction or prevention of any violations by the tenants of the restrictive covenants or rules applicable to the Condominium, including termination of the lease and removal of the tenant.

Rental Company (if applicable)	Signature of Rental Agent

Phone Number of Rental Agent	Printed Name of Rental Agent

I, my heirs, assigns and legal representatives, hereby release and fully discharge Cardinal Management Group of Florida, Inc. (the "The Company"), its parent and affiliated companies and the respective officers, directors, shareholders, employees, agents of each, including subcontractors, from any and all claims, monetary or otherwise, that I may have against The Company, its parent, affiliates or subcontractors, arising out of the making, or use of, either a consumer report and/or investigative report, including any errors or omissions contained or omitted from such reports or investigations.

For Office Use Only

For unit purchasers only:

Interviewed by: _____ *Date:* _____

APPLICATION APPROVED _____ DISAPPROVED _____

Signed By: _____ Date: _____

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**PLEASE RETURN A COPY OF THIS PAGE WHEN YOU SUBMIT
YOUR APPLICATION, CONTRACT, AND FEES! *DO NOT OMIT!***
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PLEASE NOTE THAT A CONDENSED REVIEW OF THE ASSOCIATION'S GOVERNING DOCUMENTS IS
ATTACHED. REFER TO A FULL SET OF ASSOCIATION DOCUMENTS FOR OTHER USE RESTRICTIONS.

A FEW IMPORTANT RULES PERTINENT TO RESIDENCE IN LAGUNA

As part of a master planned community, there are many rules that affect homeowners (and renters) in Laguna. A complete list will be furnished to homeowners and/or renters upon closing of your sale or approval of your lease. However, there are a few rules that are important for you to know before closing or signing of a lease. A brief summary is shown below.

- All condominium units are for the use of **single families only**, and **no more than 7 persons** may occupy a three-bedroom unit at one time.
- Rentals must be for **30 days minimum**, and no more than three 30-day rentals per year are allowed.
- There is **no smoking allowed** anywhere in Laguna except inside the condominium (which includes the garage). Smoking in all open areas, including the pool area and on individual lanais, is not allowed.
- In accordance with Fire Department regulations, **grilling is not allowed** in Laguna except with the use of electric grills or those natural gas-fired grills approved in advance by application to the Fiddler's Creek Foundation's Design Review Committee (DRC). No propane tanks, charcoal or lighter fluid may be stored in any unit, including the garage.

As a multi-family condominium association, there are numerous rules designed to insure, as much as possible, that the look and character of the community is maintained and everyone gets to enjoy their time in Laguna to the maximum extent. If you would like to see the full list of Rules & Regulations for Laguna before you buy or lease, please ask for it.

Applicant Signature _____ Date: _____

Co-Applicant Signature _____ Date: _____

Laguna at Veneta Condominium Association, Inc.
Attachment to Purchase/Lease Application

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Limited Common Elements and the Condominium Units shall be deemed in effect until amended by the Board of Directors of the Association, and shall apply to and be binding upon all Unit Owners. The Rules and Regulations shall be consistent for all Condominiums operated by the Association. The Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision.

Initial Rules and Regulations

1. The use of the Units shall be consistent with existing laws, and the restrictions set forth in the Bylaws and shall not constitute a nuisance. Each of the units shall be occupied only by a single family and guests as a residence and for no other purpose.
2. Common Elements shall not be obstructed, littered, defaced or misused in any manner and shall be kept free and clear of all rubbish, debris and unsightly materials. Destruction or damage caused to a Common Element shall be the responsibility and at the expense of the responsible Owner.
3. Owners and occupants of Units shall exercise extreme care to minimize noises in the use of musical instruments, radios, television sets, amplifiers, etc., so as not to disturb other persons or parties occupying Units.
4. No garments, rugs, etc., may be hung from the windows or other portions of Units. No rugs, etc., may be dusted from the windows of the Units; rugs may be cleaned within the Units and not in any portion of the Condominium Property.
5. All garbage and trash shall be deposited in the disposal installations provided for such purpose.
6. No Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install machines or air conditioning units, etc., that may affect the exterior of a Unit in any shape or manner except as authorized in writing by a majority of the Board of Directors.
7. Owners shall not cause or permit anything to be placed on the outside walls of any of the buildings or placed on windows which are visible from the outside of the building, and no sign, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board of Directors, which approval shall be perpetual. Pursuant to F.S. 718, Unit Owners may display one portable, removable United States Flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
8. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or may become an annoyance or nuisance to the other Owners or occupants, or which may be injurious to the reputation of the property.
9. Nothing shall be done in any Unit or in, on, or to the Common Elements which will impair the structural integrity of the buildings or which would structurally change the buildings except with the approval of the Board of Directors.
10. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the buildings or contents thereof, applicable for residential use, without the prior written consent of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or contents thereof, or which would be a violation of any law.
11. No industry, business, trade, occupation or profession of any kind, commercial, religious, education, or otherwise, designated for profit, altruism, exploration, or otherwise, shall be conducted, maintained, or permitted in any residential Unit, except with the prior written consent of the Board of Directors.

12. Children shall, at all times while on the premises, act in an orderly manner without creating disturbing noises or being a nuisance to Unit Owners.
13. No clotheslines or similar devices shall be allowed on any portion of the Condominium Property by any person, firm, or corporation without the written consent of the Board of Directors. No grilling or barbecuing is permitted on any lanais.
14. Each Unit shall include a two car garage for parking. Appurtenant to each Unit as a Limited Common Element shall be the driveway in front of each garage which may (subject to governmental regulations) be used for parking by the Owner of the Unit to which the garage is a part. All motor vehicles shall be currently licensed. No repair or maintenance of vehicles is to be done in parking spaces or within the Common Elements or Limited Common Elements. No boats, boat trailers, all terrain vehicles, recreational vehicles, or pick-up trucks shall be parked on the Condominium Property without prior written approval of the Association. This restriction does not apply to pick-up trucks parked temporarily on the Common Elements by workmen or subcontractors.
15. Owners may have a maximum of two (2) small domesticated pets (dogs or cats), as well as two small caged birds, provided they are not kept, bred, or maintained for commercial purposes in their Units. All four-legged pets shall be kept on a leash while outside the Owner's Unit. In the event that any pet on the premises should constitute a nuisance, in the opinion of a majority of the Board of Directors, then the Owner, when so notified in writing, shall be required to immediately remove said pet from the premises. The Board of Directors may waive this provision and permit certain approved pets on the premises.
16. Garages shall be constructed with doors that are equipped with operating, functioning automated door openers and closers. The garage doors shall remain closed except upon entering or exiting the garage.
17. No more than seven (7) persons can occupy a three bedroom Unit and no more than eight (8) persons can occupy a four bedroom Unit without the prior written approval of the Board of Directors.
18. Maintenance assessments that are unpaid for over ten (10) days after due date shall include, in addition to interest (as provided for in the Declaration of Condominium), the greater of five percent (5%) of each installment or twenty-five dollars (\$25.00) as a late charge.
19. No Unit may be leased or sublet more than three times per calendar year maximum for a minimum of thirty (30) consecutive days each time.
20. All Unit Owners are required to employ the following underlayings in all areas of second floor Units where ceramic tile, marble, wood flooring, parquet or any other hard surfaces are used:
 - a. The first underlayment or insulation alternative would be a layer of ¼" corkboard adhered to the slab with the hard surface material being laid on the cork, or
 - b. The second underlayment possible would be a layer of "Laticrete," a semi-liquid applied product.
21. When a Unit Owner or his guests are not in residence, the temperature of the Unit is to be set at 80° F. to reduce mildew and damage resulting from humidity to the Unit. The HVAC design load for each Unit assumes the use of insulating draperies or equivalent blinds or obscure glass in all bedrooms, dens, and baths, and medium weave draperies in all other areas during hours of direct sunlight exposure.
22. The Board of Directors may, pursuant to Section 718.303(3), Florida Statutes, impose fines in such reasonable sums as they deem appropriate, not to exceed \$100.00 per violation, \$1,000.00 in aggregate, against Unit Owners for violations of the Condominium documents, including the Rules and Regulations, by Owners or their guests or lessees. Each day of a continuing violation shall be a separate violation. No fine shall be levied until the Owner(s) has been given an opportunity for a hearing. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied. The procedure for the hearing shall be, at a minimum, as follows:
 1. The Party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
 - a. A statement of the date, time and place of the hearing;

- b. A statement of the provisions of the Declaration, Association Bylaws, or Association Rules and Regulations which have allegedly been violated; and,
 - c. A short and plain statement of the matters asserted by the Association.
 - 2. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- 23. The initial rules for the use of the swimming pool are as follows:
 - a. There is no lifeguard on duty. Bathers should exercise appropriate caution. It is recommended that the swimming pool not be used when a bather is alone.
 - b. Children under the age of 14 shall be accompanied by an Owner/Lessee/Guest at all times while in the pool area.
 - c. Owners/Lessees are responsible for the behavior of their children.
 - d. There shall be no jumping or diving into the swimming pool.
 - e. State Board of Health regulations require a shower before entering the swimming pool. Persons with open sores, cuts or a communicable disease must not use the swimming pool.
 - f. No glassware is allowed in or near the pool area.
 - g. Bathing suits only in the swimming pool. Cutoffs are not allowed.
 - h. Pets are not allowed in the pool area.
 - i. When using any type of body lotion or sun oils, furniture shall be covered with a towel or other suitable cover.
- 24. The Board of Directors has designated the glass enclosed bulletin board at the swimming pool location as the conspicuous place on the Association's property to post notices of meetings of the Board of Directors.
- 25. **SMOKING.** Smoking shall be prohibited on all portions of the Common Elements and Limited Common Elements of the Condominium, including but not limited to any Common Element or Limited Common Element walkway, driveway, parking lot, landscaped area, pool area, screened lanai, foyer, courtyard entry, and uncovered parking area. The smoking prohibition shall apply to all areas of the Condominium Property and Association Property that are not included within the boundaries of a Unit, and shall not extend to any staircase or garage serving just one Unit, as such is part of the Unit under Section 3.20 of the Declaration. No owner shall smoke in said areas or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member in said areas. Smoking shall include the carrying, burning, inhaling, exhaling, breathing, possessing or otherwise handling or controlling of any lit, heated or smoldering product containing any amount of tobacco or cloves, including but not limited to any cigarette, cigar, pipe, or other similar product.
- 26. **GRILLING.** No wood, propane or charcoal grill or other similar devices used for cooking, heating or any other purpose may be stored or operated within 10 feet of any structure, including lanais and entryways (unless specifically approved by the Association Board of Directors and the Fiddler's Creek Design Review Committee in connection with the use of a natural gas-fired grill). In addition, no charcoal, charcoal lighter fluid or propane tanks may be stored in, or within 10 feet of, any unit, including the garage. Portable electric grills for cooking are permitted and may be stored on lanais and in garages.

LAGUNA AT VENETA CONDOMINIUM ASSOCIATION, INC.

c/o Cardinal Management Group of Florida, Inc.
4670 Cardinal Way, Suite 302, Naples, Florida 34112
Phone: (239) 774-0723 Fax: (239) 775-0723

May 27, 2015

Re: Grilling Rule Adoption

Dear Laguna Homeowner,

While the Association board of directors for Laguna has always attempted to enforce the Greater Naples Fire & Rescue District's regulations against grilling with charcoal and propane in multi-family dwellings such as ours, there has been some confusion over exactly what the fire code prohibits. In an attempt to make the rules clearer and more explicit, the letter previously used to communicate the regulations has been revised. A copy is enclosed along with a copy of the current regulations pertaining to grilling from the Greater Naples Fire & Rescue District. Also enclosed is a copy of a new rule pertaining to grilling in Laguna which was recently adopted by the board in an attempt to make the rules for the community consistent with the Fire Department regulations. If you have renters residing in your unit, please provide them with a copy.

If you wish to discuss this matter in further detail, please feel free to contact me directly.

Sincerely,

LAGUNA AT VENETA CONDOMINIUM ASSOCIATION, INC.

Cardinal Management Group of Florida,
Inc. Management Agent for Laguna at
Veneta

cc: Board of Directors

Enclosure

LAGUNA AT VENETA CONDOMINIUM ASSOCIATION, INC.

c/o Cardinal Management Group of Florida, Inc.

4670 Cardinal Way, Suite 302, Naples, Florida 34112

Phone: (239) 774-0723 Fax: (239) 775-0723

Re: Grilling in Laguna

Dear Laguna Homeowner,

Because of the significant risks associated with the use of grilling and/or heating equipment in multi-family dwellings, the Laguna at Veneta Condominium Association is enforcing the National Fire Protection Association 1, Florida Fire Prevention Code Fifth Edition, which provides, in part:

- No wood, propane gas-fired or charcoal grill or other similar devices used for cooking, heating or any other purpose may be stored or operated within 10 feet of any structure, including lanais and entryways. Generally, portable electric grills are permitted.
- No charcoal, charcoal lighter fluid or propane tanks may be stored in any unit, including the garage.

Effectively, this means that charcoal or propane gas grills may not be used anywhere in Laguna since, even though grilling itself can be done at least ten feet from the buildings, there is no way to store the grill and fuel in accordance with the regulations. The Revised Rules & Regulations for Laguna mirror these Fire Department regulations.

(Provided Fiddler's Creek Foundation Design Review Committee approval is secured in advance, natural gas line extensions from the hot water heater to the garage front wall, together with a flexible quick connect extension line, can be installed at the owner's expense in certain units to allow natural gas-fired grills to be used on driveways ten (10) feet from the garage opening. A licensed plumber approved by the DRC must be used for any such installation.)

If you are found to be in violation of this rule/code, you may be cited and can be fined a maximum of \$250 per day until the barbecue grill and fuel are removed.

Because these regulations stem from safety concerns that potentially impact all residents, and can affect our insurance coverage, violations will be aggressively pursued.

If you have any questions, please contact Cardinal Management Group of Florida at (239) 774-0723, or the Greater Naples Fire Control & Rescue District at (239) 774-2800 (a copy of their memo pertaining to grilling is attached).

Sincerely,

LAGUNA AT VENETA CONDOMINIUM ASSOCIATION, INC.

Cardinal Management Group of Florida, Inc.

Management Agent for Laguna at Veneta

cc: Laguna Board of Directors



GREATER NAPLES FIRE RESCUE DISTRICT FIRE AND LIFE SAFETY HEADQUARTERS

4798 Davis Boulevard • Naples, FL 34104
Phone: (239)774-2800 Fax: (239)774-3116

Kingman Scholdt, Fire Chief

Outdoor Cooking Appliances

It is considered a violation of the fire code(s) to maintain (store) or operate any gas-fired grill, charcoal-fired grill, wood-fired grill, or similar devices within 10 ft (3 m) of any structure; residential or commercial property. For the purpose of this document, balconies, lanais and stairways are considered part of the structure and storage or use of grills is a violation.

NFPA 1: 10.11.6.1 Florida Fire Prevention Code Fifth Edition. For other than one- and two-family dwellings, no hibachi, grill or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony, under any overhanging portion, or within 10 ft (3 m) of any structure.

NFPA 1: 10.11.6.2 Florida Fire Prevention Code Fifth Edition. For other than one- and two-family dwellings, no hibachi, grill or other similar devices used for cooking shall be stored on a balcony.

NFPA 1: 10.11.6.3* Florida Fire Prevention Code Fifth Edition. Listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions shall be permitted.

NFPA 1: 69.5.3.5 Florida Fire Prevention Code Fifth Edition, Storage Within Residential Buildings. Storage of cylinders within a residential building, including the basement or any storage area in a common basement of a multiple-family building and attached or detached garages, shall be limited to cylinders each with a maximum water capacity of 2.7 lb (1.2 kg) and shall not exceed 5.4 lb (2.4 kg) aggregate water capacity per each living space unit. [58: 8.3.5]

In addition to compliance with fire codes, please refer to your owner's manual for additional information on safe operation and storage that is specific to your outdoor cooking appliance.

Violation of above referenced codes will result in a Notice of Violation and fines in accordance with Greater Naples Fire Control & Rescue District Resolution 2014-02, Fire and Life Safety Fees Schedule.

*If your property is a member of a Home Owners Association (HOA); please consult with your HOA or refer to your condo docs for potential restrictions not under the purview of fire codes.

Sincerely,


Shawn Hanson, Division Chief
Fire and Life Safety Headquarters

RECEIVED
JUN 01 2015

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF LAGUNA AT VENETA CONDOMINIUM ASSOCIATION, INC.
ADOPTING A RULE PROHIBITING GRILLING**

2015 At a duly noticed meeting of the Board of Directors held at 2:00 pm (time) on May 26,
(date) at _____ (place) where a quorum was present, the following resolution was adopted:

WHEREAS, Section 11.1 of the Declaration provides that the Board of Directors may make and amend from time to time reasonable regulations concerning the use of the Common Elements and Limited Common Elements in the manner provided by the Articles and Bylaws; and

WHEREAS, the Board has determined that the National Fire Protection Association 1, Florida Fire Prevention Code Fifth Edition has provided strict rules pertaining to grilling and these rules should be adopted by the Association.

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that the Rules and Regulations be and are hereby amended as follows:

Note: Words ~~stricken~~ are deletions; Words underlined are additions.

LAGUNA, A CONDOMINIUM
INITIAL RULES AND REGULATIONS

(Rules 1-25 remain unchanged)

26. GRILLING. No wood, propane or charcoal grill or other similar devices used for cooking, heating or any other purpose may be stored or operated within 10 feet of any structure, including lanais and entryways (unless specifically approved by the Association Board of Directors and the Fiddler's Creek Design Review Committee in connection with the use of a natural gas-fired grill). In addition, no charcoal, charcoal lighter fluid or propane tanks may be stored in, or within 10 feet of, any unit, including the garage. Portable electric grills for cooking are permitted and may be stored on lanais and in garages.

LAGUNA AT VENETA CONDOMINIUM ASSOCIATION, INC.

Sign: _____

Print: JOHN F. CAMPBELL

Association President

Date: 5/27/15