



# **Vista Gardens**

# **Rules and Regulations**

**Approved: May 23, 2024**

The **Rules and Regulations** are posted on the **Vista Gardens Caliber** website under the Governing Documents section (Vista Gardens Rules-Regs approved 2024-05-23).

## **Revisions to Rules and Regulations Approved by Board on May 23, 2024**

The Board approved changes in grammar, punctuation, number, spacing, and the deletion of irrelevant “grandfather” clauses to make the document more concise. A document with the changes highlighted is also posted on Caliber under Governing Documents (Vista Gardens Rules and Regulations revised 5-23-2024).

### **Content Revisions**

#### **II. Community Rules**

**P. 4 #7:** No signs other than those advertising an Open House, which are displayed during the Open House and removed immediately following the Open House, are allowed on any part of the condominium property without the prior written consent of the Board.

**P. 5 #16:** Prohibited all propane tanks other than those with the grills behind the craft room and on the patio by the pool.

**P. 5 #20 and 21:** Simplified the language regarding water heaters. Put the section on air conditioners in its own section.

**P. 6 #30:** Clarified that owners must submit an ARC (Architectural Review Committee) request for any changes inside their units to ensure they are using only licensed, insured contractors.

Added language regarding floor installation without prior approval to warn owners that it may need to be pulled up for an inspection.

#### **III. Smoking and Vaping**

**P. 7 #III:** Added vaping; expanded the area where smoking and vaping are prohibited to include building hallways and entrances.

#### **IV. Animals and Pets**

**P. 7 #2:** Changed it to comply with State and Federal Law. Changed “should” to “shall.”

#### **V. Amenity Access**

**P. 7 #1 & 2:** Changed wording to include FOBS.

#### **VI. Recreational Facilities**

**P. 8. #1:** Changed hours from 8 AM to 9 PM to 7 AM to 10 PM, and hours may be changed by the Board of Directors

#### **VIII. Pool and Hot Tub**

**P. 9 #5:** Clarified that children under 12 are prohibited in the Hot Tub and added a requirement that an adult must closely supervise those between the ages of 12 and 16.

#### **IX. Fitness and Billiards Room**

**P. 10 #1:** Lowered the age for entering the Fitness Room from 18 to 15.

**P. 10 #2:** Increased the age for entering the Billiards Room from 13 to 18.

#### **X. Parking**

**P. 11 #6** language to prohibit vehicles with more than three axles

#### **XI. Rentals and Resales**

**P. 12 #2:** Deleted the fees for seasonal renters who rent for consecutive years because their criminal record is no longer checked.

## **VISTA GARDENS ASSOCIATION**

### **RULES AND REGULATIONS, USE RESTRICTIONS, MINIMUM AGE FOR OCCUPANCY REQUIREMENTS, DUE PROCESS PROCEDURE, GUIDELINES FOR OWNER PARTICIPATION AND FREQUENTLY ASKED QUESTIONS AND ANSWERS**

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## INTRODUCTION

This special place is home for many of us. For some, it's a vacation getaway; for others, it's an investment property where rentals earn income. We come from different backgrounds, cultures, and even other parts of the world. Almost all agree that Vista Gardens is indeed a special place. Where else can you find such friendly people? Where walkers wave a hearty "hello" to passing bicyclists and motorists. Many people volunteer time and time again so we can enjoy fuller lives.

Our Condominium Association, represented by a seven-member Board of Directors, has established these Rules and Regulations as a guide to preserve the excellent standards highly valued here. For many of us, condominium living is a new way of life. Specific standards for individual behavior help assure pleasant and harmonious community living.

Vista Gardens is a residential community for those 55 or older. Owners and lessees have priority in the use of all facilities. Guests are welcome, but they must observe the rules, too. We love to see the grandchildren and other youngsters around, but they may use the recreational facilities only when they are under the supervision of a responsible adult. Every owner must inform their guests and tenants of these rules.

Please adhere to these rules so that we may maintain our quality of life. But keep in mind that any behavior objectionable to a majority is unacceptable, even though a specific rule may not cover it. Should you have any questions or suggestions, please contact the office at 772-562-0401.

At the direction of the Board, management will initiate any enforcement action according to the Due Process Procedure. Voluntary compliance is the desired goal in any set of rules for a community. If compliance is not achieved, continuing problems will be referred to the Board of Directors for appropriate action, which may include legal proceedings against an individual. Enforcement is ultimately the Board's responsibility.

The Rules and Regulations, Use Restrictions, and Minimum Age for Occupancy Requirements have existed since Vista Gardens was first developed in 1982. The Rules have evolved to better deal with current problems. The latest revision was in May 2024 and is the eleventh revision.

The Due Process Procedure assures that all complaints are handled in the same timely manner and that all parties' rights are protected.

Several criteria must be followed for rules to be valid. Courts recognize the following as characteristics of valid rules.

1. A rule should not violate a fundamental constitutional right.
2. Rules must be consistent with federal, state, and local statutes and the community's governing documents.
3. A rule must be reasonable and fair.
4. A rule must be enforceable and uniformly enforced.
5. A rule must be reasonably related to the operation and purpose of the community.

It was with these criteria in mind that the recent revision was undertaken.

## **I. DEFINITIONS**

**Adult** – Any person 18 years or older.

**Association** - Vista Gardens Association.

**Board of Directors** – Representative body responsible for the administration of the Association.

**Recreational Facilities** – Clubhouse, restrooms, swimming pool, hot tub, tennis and shuffleboard courts, library, arts and crafts, fitness, and billiards rooms.

**Common Elements** – Consists of the land and all other parts of the Condominium property not within the units.

**Guest** – Any person, regardless of age, who visits a resident at Vista Gardens and uses the recreational facilities.

**Management** – Personnel who implement Board decisions and administer the community association's services, programs, and financial operations within the policies and guidelines set by the Board.

**Owner** – Person(s) named on the unit deed.

**Parking Areas** – Entire common land area designated for parking according to the Declaration of Condominium.

**Occupant** – An owner or tenant residing in Vista Gardens for **30** days or more with Board approval.

**Visitor** – Any person, regardless of age, who is a Guest at Vista Gardens and does not use the recreational facilities. The Guest provisions of these Rules are also applicable to Visitors.

## II. COMMUNITY RULES

1. Prospective owners and tenants must receive approval of their application to purchase or lease before occupying any unit. See IX. – Rentals and Resales for details on obtaining approval.
2. Owners must receive written approval of their plans and specifications before commencing work to install or replace windows, lanai enclosures, exterior doors, or hurricane shutters.
3. Owners are responsible for informing their tenants, guests, and visitors of the rules, regulations, and use restrictions. Owners are responsible for any damage to common elements caused by their tenants, guests, and visitors (FS 18.113(3))
4. All garbage must be tied in plastic bags before being deposited in the dumpster. Residents must observe the regulations for recycling posted at the trash enclosure. Each owner must be sure that all contractors working in their apartment remove all debris related to the project (carpet pieces, paint cans, etc.) from the condominium property. These items ARE NOT to be put in dumpsters.
5. Per state law, the feeding of wild animals is prohibited.
6. Residents should use the laundry rooms in their building only between 8 a.m. and 10 p.m. Please empty the lint trap, clean up after yourself, and observe the posted regulations.
7. The hanging of clothes, clotheslines, or similar devices, radio or television antennas, aerials, and signs (other than Open House signs displayed during the open house and removed immediately following the open house) is not allowed on any part of the condominium property without the prior written consent of the Board. The display of other articles on walkways, railings, and shrubbery is prohibited.
8. Everyone must wear shirts or other appropriate clothing in public when outside their unit, except in the pool area.
9. Safety demands that jogging and walking must be against traffic flow and bicycling with traffic flow. Wear something light and bright and carry an illumination device for visibility during darkness.
10. After use, lawn chairs or other articles must be removed from lawn areas and walkways around units.
11. Radios, televisions, stereos, phones, musical instruments, etc., must be kept at a reasonable volume.
12. Skateboards, roller blades, skates, electric boards, hoverboards, etc., must not be used on condominium property.
13. Golf carts (except for employees or contractors performing their jobs) and bicycles are not allowed on the lawn areas or walkways of buildings.
14. Only bronze or smoky gray non-glare reflective film may be used on windows. No sheets, paper, foils, or temporary coverings are allowed.

15. Owners relinquish all recreational privileges when renting or leasing their unit.
16. Barbecuing is prohibited on any building's lanai or walkway. Barbecuing equipment is allowed on the lawn and must be removed as soon as possible after each use. Propane tanks (other than those with the grills behind the craft room and on the patio by the pool) are prohibited.
17. Residents should notify Management, in writing, of any observed violations.
18. The golf course is not part of our community. Residents and guests must not trespass on it.
19. Owners and Tenants must notify management whenever their unit is to be unoccupied for more than 30 days. It is mandatory to turn off the main water valve (located under the hall bathroom sink) and the water heater circuit breaker every time you leave your apartment unoccupied for more than two (2) days (48 hours). Owners will be responsible for all resulting damage for non-compliance.
20. Water heaters over ten (10) years old must be replaced. Otherwise, the owner will be held responsible for damage caused by a leak.
21. Air conditioners must be serviced annually by a licensed contractor. Otherwise, the owner will be held responsible for damage caused by a faulty air conditioner.
22. Lanais must be kept neat and orderly. Cardboard boxes, clotheslines, clothes racks, and other similar items are not permitted.
23. Each unit shall be used only as a residence. No unit shall be used or rented for transient hotels, motels, or commercial purposes. No unit shall be rented to the same person for less than sixty (60) consecutive days.
24. Adhesives are not to be used to secure doormats to the walkway. Hemp mats are prohibited. Corrugated rubber mats are allowed.
25. No storage is allowed by residents or guests in the electric meter room, the water heater room, or the laundry room in any building.
26. The following items are not to be stored in the 2nd-floor storage room: bicycles, cooking grills, paints, solvents, combustible or hazardous materials, and furniture that cannot be folded flat. Each stored item must be marked with name, unit #, and date. Storage rooms will be cleaned periodically, with notices posted before any items are disposed of. Tenants must remove all stored items on lease termination. REMEMBER: 14 apartments share the storage room.
27. Soliciting in any form is prohibited unless approved in writing by the Board of Directors.
28. Only the following may be mounted on the exterior of your walkway door: doorknocker, peephole, and second security lock. Decorations on doors are prohibited except for holiday decorations between Thanksgiving week and January 6. Religious objects may be attached to the door's mantle or frame (jamb) if they do not exceed 3" wide x 1 ½" deep.
29. Water spigots are common elements shared by all building residents and maintenance staff.

30. Owners must submit an ARC (Architectural Review Committee) request for ANY changes inside their units. The ARC will ensure that owners are using only licensed and insured contractors.

There are specific requirements for windows that are critical in maintaining continuity throughout the association. Before installing new tile, wood, or laminate flooring in a second-floor unit, an application, including a copy of a flooring contract, must be approved in writing. Specifications must include cork or other sound-deadening material, which the manager or maintenance staff must observe being installed.

Any flooring installed on a second floor must specify and comply with the applicable sound rating and soundproofing for a sub-floor, which is four (4) inches of concrete with ceiling assembly. If an owner wants to install a hard floor surface covering, they shall also install a sound absorbent underlayment of such kind and quality equivalent or superior to one-fourth inch of cork.

If a flooring installation is completed without prior approval or sufficient soundproofing, at its discretion, the Association may require the unit owner to remove a section of floor so that the Association can confirm the presence of sufficient underlayment, cover all such hard surface flooring with carpet or remove the flooring and follow the appropriate guidelines for soundproofing. Corrective work will be done at the owner's expense.

31. No wall, window, or door air conditioning units are allowed.
32. The Owner/Contractor Responsibility list shall be required for any independently hired contractor by any owner. Contractors must obtain and sign a copy of the list in the office, acknowledging their receipt and understanding before beginning any work.
33. COMMON ELEMENTS: Residents or guests are not to plant or trim shrubbery or trees on the common elements nor display statues, artificial flowers, or other artifacts. Unapproved items will be removed.
34. POSTING ON THE COMMON ELEMENT: The Board of Directors is authorized to place Association notices on the Common Element in posting locations designated by the Board of Directors. One bulletin board in the clubhouse is for unit owners and tenants to post notices of items for sale or rent or requests for items. The Association office must approve these notices before posting.
- Unit owners, tenants, and guests are prohibited from posting documents of any other type on the Community bulletin boards. Unit owners, tenants, and guests are prohibited from posting documents elsewhere on the Common Element and are also prohibited from posting documents on the Association's designated posting location.
35. UNIT OWNER KEY REQUIREMENT: The Association has an irrevocable right, upon reasonable notice to the unit owner, to have access to each unit during reasonable hours when necessary for the inspection, maintenance, repair, or replacement of any Common Elements, Association Property, or any portion of the unit to be maintained by the Association according to the Declaration, and has the right of access at any time as necessary to prevent damage to the Common Elements, Association Property or a unit or units.

Unit owners must provide the Association with a copy of all keys necessary to access the unit and all areas inside for the preceding purposes. If an owner fails to provide a key or a



replacement key when the lock is added or changed, the Association shall not be liable for any damage to the unit or unit owner's property resulting from the Association's inability to gain access or delay in gaining access, to the unit, and the unit owner shall be liable for any costs incurred by the Association in obtaining access. The unit owner shall be given advance notice of any non-emergency access.

### **III. SMOKING AND VAPING**

Smoking and vaping are prohibited in building walkways, within twenty-five (25) feet of a building entrance, and in all common areas except on the patio behind the craft room.

### **IV. ANIMALS AND PETS**

1. All pets are prohibited.
2. Per state law, service or emotional support animals are permitted. Any occupant requiring one shall complete an application, one of which can be obtained from management, and must receive written approval from the Association before the animal is brought onto the Association property. Proof of need and all appropriate vaccinations and other permits must be provided to the Association annually. All animals must be walked on a leash not exceeding six (6) feet in length. Retractable leashes are prohibited.

### **V. AMENITY ACCESS**

1. Fobs are required for access to the amenities and common areas. Two fobs are provided per unit. There is a fee for replacement fobs.
2. Children under 13 do not need a fob but must always be supervised while on common areas.
3. Use of the recreational facilities and other common areas is at the risk of the individual using the facilities or areas.

### **VI. RECREATIONAL FACILITIES**

- ~~1.~~ The recreational facilities shall be open from 7 a.m. to 10 p.m. These hours may change as determined by the Board of Directors.
2. All residents and guests **must** observe the rules and regulations posted at each location. Children under 13 must be accompanied and closely supervised by an adult in all recreational facilities.
3. At times, classes may be established in one or more of the following: aerobics, ceramics, painting, sewing, Swimnastics, etc. If classes are not full, guests of residents may be admitted into these classes to complete the registration number requirements. Residents shall be given the first opportunity to sign up.
4. Food and non-alcoholic beverages shall be permitted only in the covered patio area next to the Clubhouse and on the patio behind the arts and crafts room. Bottled water in unbreakable containers is permissible in all recreational facilities. Alcohol may not be consumed in the recreational facilities unless a written permit is first obtained from Management according to policies adopted by the Board of Directors.

## VII. CLUBHOUSE

1. Activities sponsored by the Vista Gardens Association have priority over private use. Instructional classes or continuing group activities using Vista Gardens facilities must have prior approval from the Board of Directors. The activity shall then and only then be a Vista Gardens-sponsored event and subject to all rules and regulations of the Association, whether the leader of such event is a volunteer or requires a fee to be paid by the attendees.
2. The Clubhouse shall not be used for outside-organized religious, political, or fraternal club meetings and shall not be used for commercial purposes. Exceptions to the rule will be when the Clubhouse facility may be reserved for special events sponsored by Vista Gardens Association. Details of these events are to be submitted to the Board of Directors for their prior approval.
3. Owners or tenants may reserve the Clubhouse for private use, subject to the following conditions:
  - a) Requests for the private use of the Clubhouse and kitchen must be made no more than sixty (60) and no less than three (3) days before the function. Reservation forms are available in the office.
  - b) Notice of reservations is to be printed in the weekly bulletins and posted on the Clubhouse bulletin board.
  - c) Notice specifying hours of private use must be posted on the Clubhouse entry doors on the day of use. Entry to the Clubhouse shall remain accessible for all residents.
  - d) Anyone reserving the Clubhouse for private use is responsible for repairing and replacing anything damaged. A deposit, to be determined, is required when a reservation is made for private use. The deposit will be returned after cleanup and inspection by the office staff.
4. Priority shall be given to Vista Gardens residents for admission to social functions, lectures, and courses of instruction. After all requests for tickets from the residents of Vista Gardens have been honored, non-resident requests may be made.
5. Any non-owner operating a special event or class sponsored and approved by the Board of Directors for commercial gain will be required to pay a user fee to be determined by the Board to offset expenses incurred to operate the Clubhouse (utilities, insurance, and maintenance). Those involved will be subject to all rules of the Association during their presence on the condominium property.
6. Any confrontational, discourteous, or inappropriate behavior during any function may result in suspension or denial of use rights by the Board of Directors. 718.303. The individual overseeing any event or activity determines whether the behavior is unacceptable.

### VIII. POOL/~~WHIRL~~ POOL HOT TUB

1. All persons must shower with soap EACH TIME before entering the pool or whirlpool to remove suntan lotions, creams, and body oils.
2. The pool may not be reserved for private parties.
3. Children under three (3) or in diapers are prohibited in the pool.
4. Children under thirteen (13) must be accompanied and closely supervised by an adult in the pool.
5. Children under twelve (12) are prohibited from going in the hot tub. An adult must closely supervise children between the ages of twelve (12) and sixteen (16).
6. Running, diving, jumping, ball throwing, unnecessary splashing, and other raucous conduct shall not be permitted in the pool or hot tub areas.
7. No flotation objects other than those approved by the Coast Guard are permitted. Diving masks, flippers, and scuba diving equipment are prohibited in pools. Swimming goggles are allowed. Noodles may be used by residents and by children only if closely supervised by an adult.
8. Persons with wet bathing suits are not allowed in the Clubhouse or other carpeted areas.
9. Only recognized swimwear is allowed in pools.
10. Smoking and vaping are prohibited in the pool, whirlpool, pool deck, or under the covered patio at any time. Smoking and vaping are permissible **only** on the patio behind the Craft Room.
11. Radios, stereos, or other sound-generating equipment are not permitted in the pool or whirlpool area unless equipped with earbuds or headphones. When using a cell phone, move to a quiet place away from the pool deck if your conversation may exceed a few minutes.
12. The solar cover will be removed if the outside temperature is at least 65 degrees F. In inclement weather, the cover will be removed only at the manager's discretion.
13. People wearing swimwear who use pool chairs or recliners should place towels down before sitting or lying on the furniture to cover all the fabric.
14. For safety concerns, no exercising or using any fixture or furniture for stretching is permitted on the pool deck. Please use the exercise room.
15. Reserving chairs, recliners, or tables around the pool deck is not allowed. Seating is available on a first-come-first-serve basis.

## **IX. FITNESS AND BILLIARDS ROOMS**

1. No one under fifteen (15) is permitted in the Fitness Room. Those between the ages of fifteen (15) and below eighteen (18) must be closely supervised by an adult.
2. No one under eighteen (18) is permitted in the Billiards Room.
3. Proper attire must be worn, including shirts and appropriate footwear. Bathing suits, wet or dry, are not allowed.
4. No food or beverages except bottled water in unbreakable containers are allowed.
5. Residents and guests shall use this equipment at their own risk.

## **X. PARKING**

1. "Automobile" as used in these Rules, or the Declaration, shall refer to and include only the following: vehicles that are standard passenger cars, SUVs, or passenger vans, and which are primarily for use on public roads and have an overall length not exceeding 216 ". Only such passenger cars, SUV's and passenger vans are allowed. Pickup truck of any kind are not "automobiles" as that term is used in the Rule or the Declaration. No pickup trucks of any kind will be allowed to park on the Condominium Property except for the following:
  - (1) commercial vehicles used for maintenance, repair, or construction as described in paragraph #6 below, and
  - (2) Guests and Visitors may request permission for temporary parking at the Clubhouse parking area from the On-Site Manager, who shall have the authority to determine the terms and conditions of such permission.
2. Vehicles not meeting the specifications in the above paragraph may be permitted to park in a designated area at the Clubhouse for a maximum of five (5) days while moving into or out of a unit only after obtaining a permit from the On-Site Manager. Owners, guests of owners, and any other residents with special circumstances or hardships may park in the Clubhouse parking lot after obtaining a permit from the On-Site Manager for up to fourteen (14) days.

Under NO circumstances shall motorcycles, boats, or house trailers be allowed on the property at any time. An approved vehicle shall not be used for sleeping, eating, or recreation, and the owner may not use any buildings or recreation area facilities for electricity, wastewater disposal, or other such utilities.
3. Owners and tenants must park their cars in the spaces assigned to their unit in the parking lot designated for their building.
4. Guest parking spaces shall be used for golf carts and automobiles of guests and visitors. Owners' and tenants' second cars shall be parked in guest spaces only in their designated parking lots.

5. Vehicles are to be parked facing forward in parking areas. However, vehicles may be backed into parking spaces at the Clubhouse during social events, Board Meetings, and Owner Meetings.
6. No vehicle with more than three (3) axels is allowed on the premises.
7. Commercial vehicles are strictly prohibited except for contractors performing maintenance, repair, or construction projects on behalf of the Association or a Unit Owner, in which case such vehicles are to be parked in a guest space. Unless specifically approved by the On-Site Manager, such vehicles shall not be parked overnight.
8. Owners, tenants, guests, and visitors may not display advertising or solicitation signs on their vehicles.
9. Vehicles in poor mechanical condition (leaking oil, fluids, full of dents or missing parts of body or bumpers, flat tires) or without a current registration tag must not be brought into Vista Gardens. If an inoperable vehicle is on the condominium property, after seven (7) days notice to the owner in writing by certified mail, the manager shall have the vehicle towed off the property at the owner's expense. The owner shall bear the cost of any damage by any vehicle to Vista Gardens property caused by oil, gasoline, or leaking fluids.
10. Owners, tenants, and their guests will be allowed to park their motor homes, RV's, campers, and similar vehicles in their building parking lot for up to twelve (12) hours within a 24-hour period for the sole purpose of loading or unloading furniture, equipment, and supplies. Approval must be obtained from the On-Site Manager before arrival. This temporary parking shall be limited to four (4) days in any calendar month. Consent shall be withdrawn if the vehicle is used for sleeping, recreation, or other activities usually considered as "camping out."
11. Except as otherwise provided for herein and upon twenty-four (24) hours notice to cease and desist, any vehicle parked in violation of these provisions shall be towed at the owner's expense to a Vero Beach facility accepting such vehicles for storage.
12. Bicycles, canoes, kayaks, and cargo carriers stored on top of or at the rear of vehicles must be removed within twenty-four (24) hours.
13. Vehicles, including golf carts and bicycles, are not permitted to be parked on lawns, nor is anyone allowed to perform major repairs, oil changes, or maintenance on these items on the condominium property.
14. Only commercially purchased covers are to be used on bicycles (no bed sheets, pieces of plastic, etc.). After seven (7) days notice in writing attached to the bicycle, all bikes deemed inoperable "junk" and not being used will be picked up by Management and removed from the property.
15. Owners, tenants, and guests may only wash their automobiles and golf carts in their designated building lot. Care must be exercised to avoid over-spraying onto other vehicles and equipment in the general area.

16. Road signs clearly indicate that the speed limit within Vista Gardens is 15 MPH. For everyone's safety, all owners, tenants, visitors, and guests must obey this limit at all times. When pedestrians are on your side of the road, do not steer into the oncoming lane if another car is approaching – slow down or stop until the oncoming vehicle has passed. Walkers should use common sense and courtesy and not hog the road. Never walk three abreast. During darkness, the walker must use flashlights or reflectors and wear light-colored clothing to alert motorists.
17. For security and maintenance requirements, owners leaving their vehicles parked and covered for more than thirty (30) days during the off-season are directed to park in their assigned parking space in the designated building parking lot and notify the office where their keys may be accessed.
18. Owners desiring a change in their parking space assignment, requiring special disability needs, or wanting to raise any parking concern or issue should address their requests in writing to the Manager, 20-A Vista Gardens Trail, Vero Beach, FL 32962.
19. CAR REGISTRATION: All residents are required to register their vehicle(s) with the Association. Registration forms may be obtained from the management office and must be completed by all owners and renters as part of the registration process. A new form must be completed and submitted whenever a different vehicle is acquired.

## **XI. RENTALS AND REALES**

1. The Board of Directors must approve all rentals and resales of units before any occupants can move in. Before approval, every new applicant must have a pre-approval interview with the On-site Manager or another designated person or committee. The Board must also approve all lease renewals.
2. Rental Fees. There is a \$100 fee for all first-time rental applications. Applications for rentals and sales may be obtained at the Association office. Applications must be fully completed before being submitted to the office for processing. Husband/wife or parent/dependent child are considered one applicant (\$100.00 charge). People living together but not married will be regarded as one application, with background checks being done on both applicants. Each additional person will be charged \$50.00 to process their application.
3. Any person found to occupy (move into) any unit before the Board has approved their application may be legally evicted or face other legal action.
4. No rooms of any unit may be rented, and no transient tenants will be permitted.
5. Units may be leased for not less than sixty (60) days, and a copy of any lease must accompany any application to rent.
6. No unit may be leased more than three (3) times each calendar year, regardless of the term of the lease. A lease Renewal Form (available in the office) must be submitted at least thirty (30) days before the expiration of the current lease before any lease can be renewed.
7. If a single lease term includes portions of two (2) or more years, it will be deemed that a lease has been made during each year.

8. Each unit will be occupied only as a single-family private dwelling by its owners or tenants, not for business or any other purpose.
9. Any owner taking title to their unit on or after May 12, 2015 must own the Unit for twelve (12) months before it can be leased.
10. The number of units anyone may own is three (3) =

## **XII. OCCUPANCY: RESIDENTS AND GUESTS USE RESTRICTIONS**

The use of the condominium property and the recreational facilities will be per the following provisions adopted from the Use Restrictions in the Declaration. The restrictions addressed elsewhere in the Rules have been deleted from this Guest Rule section.

1. Each of the Units will be occupied only as a single-family, private dwelling by its owner or their tenant, visitors, and guests, and not for business or any other purpose. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred without first amending this Declaration to show changes in the Units to be affected.
2. If a unit is owned by a corporation, partnership, trust, or similar entity or by more than two (2) individuals, such entity or individuals must advise the Association as to the names of the members of the family that will have primary occupancy of the Unit; and these individuals, for the Association's purpose only, will be the Designated Occupants of the Unit. All other occupants will be deemed visitors or guests.
3. No children under thirteen (13) years of age will be permitted to visit the Condominium Property or to reside in any of the units of the Condominium during more than thirty (30) days in any calendar year. The length of each period of visitation or residence will not be of any consequence in determining such thirty (30) day limitation. Each day during which every period of visitation or residence occurs, regardless of length, will constitute one (1) of said thirty (30) permitted days of visitation or residence.
4. No nuisances will be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or interferes with the peaceful possession and proper use of the property by its residents. This includes smoking, vaping, loud noises, or any other activity that causes unreasonable annoyance or interference with the use and enjoyment of the property by other unit owners and tenants.

All parts of the condominium will be kept clean and sanitary. No rubbish, refuse, or garbage will be allowed to accumulate, nor will any fire hazard be allowed to exist. No unit owner will permit any use of their unit or the Common Elements that will increase the insurance cost upon the condominium property.

Disregarding or interfering with the community's peace and harmony is not permitted. Any actions or behavior that create an unsafe or hostile working environment for the community's staff and volunteers are prohibited. Any confrontational, discourteous, or inappropriate behavior during any functions such as board meetings, social functions, interactions with the Association's office, or in other common areas, is a violation of these Rules and is prohibited and may result in removal, suspension, or denial of use rights by the Association through its Board of Directors, to the extent permitted by Florida law and the Association's governing documents.

5. No improper, offensive, or unlawful use will be made of any part of the Condominium Property, and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction will be observed. The responsibility of meeting the requirements of governmental bodies for the maintenance, modification, or repair of the Condominium Property will be the same as the responsibility for the maintenance and repair of the property concerned.
6. Reasonable rules and regulations concerning other uses of the Condominium Property may be made and amended from time to time by the Association. Copies of such rules and regulations will be furnished to all unit owners and residents of the condominium during their initial occupancy or upon request after that.
7. Guest Use of Units in the Absence of the Host: The following restrictions shall apply to guests who use or occupy a Unit when the owner or tenant (as applicable) is absent.
  - a. Definitions
    - 1) "Guest" refers to any person visiting and occupying a Unit without the requirement to contribute money, perform any services, or provide any other consideration to the Host in connection with such visit/occupancy. An owner of a Unit shall never be considered a guest of the unit they own unless the owner is visiting a tenant in their unit. References to guests shall mean related guests as well as other guests.
    - 2) "Host" shall mean the owner or tenant (as applicable) whose Unit a guest is visiting. A tenant shall be deemed the host only for the term of the lease during which they are occupying the Unit.
    - 3) "Related Guest" is a guest related to the host through blood, adoption, or marriage.
    - 4) A host will be considered to "not be present in the Unit" when the host does not stay overnight in the Unit along with the guest.

The Board of Directors shall be empowered to adopt a form for registering related guests, which the related guest must sign. The form shall include an acknowledgment as to the relationship with the host, that the related guest has received a copy of the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulations of the Association and agrees to abide by them, and such other reasonable information determined by the Board of Directors from time to time. A related guest shall not be entitled to visit unless he or she registers with the Association as required in this section.

- b. Unauthorized Guest Visit. Any guest visit not authorized according to the terms of this Section shall be deemed improper, entitling the Association to bar access of the guest to the Unit and recreational facilities, and shall permit the Association to obtain an injunction order removing the guest and their personal belongings from the Condominium.



### **XIII. MINIMUM AGES FOR OCCUPANCY**

The following age requirements are adopted from the Declaration.

1. Permanent occupancy of a Unit shall be restricted as follows, provided that the restrictions contained in the remaining provisions in this Article are met.

The occupancy restrictions shall not:

- a. Prohibit the occupants of a Unit from having guests of any age who may visit a Unit, subject to the guest/visitation restrictions contained elsewhere in this Declaration or the Articles of Incorporation, Bylaws and Rules and Regulations of the Association; or
  - b. Permit occupancy, which is otherwise prohibited by the provisions of this Declaration, the Articles of Incorporation, Bylaws, or Rules and Regulations of the Association.
2. Statement of Intent. It is hereby declared by this community that the community desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It is more specifically the desire and intention of this community to meet the exemption for housing for older persons as is provided for in EXEMPTION THREE (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern.

Furthermore, in addition to these amendments, the Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to adhere to policies and procedures, which demonstrate an intent to provide housing for persons 55 years of age or older.

3. Occupancy for Older Persons – 55 or Over Housing. No Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained age 55.
4. Exceptions to 4: Future Occupancies.
  - a. This occupancy shall not preclude temporary occupancy by guests as may be permitted elsewhere under the Declaration, Articles of Incorporation, Bylaws, or Rules and Regulations of the Association or which is permitted under the ACT or ADMINISTRATIVE RULES.
  - b. This occupancy requirement shall not preclude the following occupancy: If a spouse who is at least 55 years of age dies and is survived by a spouse who is under 55 years of age, the surviving spouse may still occupy a Unit in the community, although he or she had not attained the age of 55 years.
  - c. This occupancy requirement shall not prohibit occupancy to persons who obtain ownership of a Unit by devise or inheritance.
5. Special Guest Visitation Provision. Use of Units by guests or visitors of the owner(s) and lessee(s) when the owner(s)/lessee(s) are not present in the Unit shall be restricted as follows:

- a. No such guest under the age of 55 years shall use or occupy a Unit over thirty (30) days in a calendar year. Each day, as well as part of a day, shall be counted in this computation.
  - b. This section shall be in addition to restrictions of guests, which are contained elsewhere in the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, as amended from time to time. The owner(s)/lessee(s) shall be considered to be not present in the Unit when the owner(s) or lessee(s) do not stay overnight in the Unit along with the guest.
  - c. Guest refers to any person who is visiting and occupying a Unit without the requirement to contribute money, perform services, or provide any other consideration to the owner or tenants in connection with such visit/occupancy. An owner of a Unit shall never be considered a guest of the Unit he or she owns unless the owner is visiting a tenant in the Unit.
6. Every Owner and Lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in this ~~section of~~ the Declaration shall be conditioned upon being met at all times; if this occupancy requirement is not met, the approval shall be deemed automatically revoked.
7. Remedies For Non-Compliance. The Association shall concurrently have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in this Declaration of In the Bylaws or by law.
- a. In the event of a lease of a Unit, if the occupancy and other requirements of the Rules and Declaration are not met, the Association shall be entitled to file for and obtain an injunction order against the owner of the Unit and the lessee(s) and other occupants in the Unit, removing the unauthorized lessee(s) and other unauthorized occupants.
  - b. The Association shall also be entitled to evict the Unit's lessee(s) and other occupants as agents for the owner(s). This right of eviction by the Association shall apply only:
    - 1) After the expiration of fifteen (15) days from the date on which the Association mails a notice to the owner(s) by certified mail, return receipt requested or provides notice by hand delivers, and
    - 2) Provided that the owner fails to commence eviction proceedings on their own and fails to notify the Association within fifteen (15) days.
  - c. The lease shall specify (and if it fails to so specify), the lease shall be deemed to specify that the lessee(s) and all other occupants shall abide by this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations of the Association, and shall specify that the Association has the remedies provided for in this Section. Costs and attorney's fees incurred by the Association in connection with the exercise of its remedies under this Section provided that the Association prevails, shall be the responsibility of the Owner(s) of the Unit and shall, to the extent awarded by a Court under Florida statutes also be the responsibility of the lessee(s).

8. Other Occupancies (other than leases). In the event of the use by guests or visitors, or the event of a sale, gift, or other transfer of title, and the occupancy requirements of this Article are not met, the Association shall be entitled to file for and obtain an injunction order against the owner(s) of the unit and all occupants in the Unit, removing the unauthorized occupants (including the owners). If the Association prevails, the owners shall be responsible for costs and attorney's fees incurred by the Association in connection with its enforcement of this Article.
9. Failure to Provide Proof of Age. Should any person fail to provide proof of age as required, the Association shall be entitled to file for and obtain an injunction order against the person involved, removing the person from the community.
10. Other Occupancies (other than leases). Any owner(s) and persons not mentioned in 4 above who WERE validly occupying a Unit as a resident on September 13, 1988, shall obtain grandfather status.
11. Pending/Approval Applications. Any person listed on an Application for Approval for lease, sale, or other transfer of ownership, which is pending or approved as of the Effective Date of the adoption of these Revised rules, is given grandfather status.
12. Proof of Age. All owner(s) shall deliver to the Association documentation demonstrating Proof of Age as provided for in the Declaration.
13. Non-Occupancy Status: Each owner or lessee, as applicable, shall notify the Association of any periods during which the Units become "unoccupied." As used in this Section, unoccupied means any intended absence of all permanent residents of the Units for a period over thirty (30) days. It is understood that this is a requirement because the ADMINISTRATIVE RULES require record keeping of occupied and unoccupied Units. The Association shall be authorized to adopt a form concerning the reporting under this Section.

#### **XIV. RULES ENFORCEMENT AND DUE PROCESS PROCEDURE**

The Board of Directors is responsible for enforcing all rules and regulations. At the **direction of the Board**, management will initiate any enforcement action which follows this Due Process Procedure. This will ensure that all complaints or alleged rule violations are handled the same according to established procedures.

**All owners, tenants, and guests must have a complete set** of Rules and Regulations containing the Use Restrictions and the Minimum Age for Occupancy Requirements from the Declaration of Condominium.

Owners are responsible for any violations made by themselves, their tenants, or guests.

Complaints made reporting any alleged rule violation **MUST** be in writing. It is impossible to proceed with any investigation or enforcement action without meeting this requirement.

Any owner wishing to recommend changes to any rule or regulation must submit these in writing with a signature to the Board of Directors.

**DUE PROCESS PROCEDURE:** A formal process designed to protect the rights of all parties involved.

Benefits: All alleged violations are handled in the same manner.

The goal of rule enforcement is always voluntary compliance.

1. To begin the rules enforcement process, an owner must state in writing to the Board of Directors any rule violation they wish to complain about.
  - a. The person making the complaint must be identified in the letter.
  - b. The person making the complaint may be called to testify at any hearings.
  - c. Committees, as well as groups of owners or residents, or the Board may also bring complaints.
2. Upon receipt of an alleged rule violation letter stating the date and approximate time of the alleged violation and upon the determination that the alleged actions probably occurred, a letter will be sent to the alleged violator stating the alleged violation and a period (10 days) during which the alleged violation may be eliminated without further action. For violations of a serious nature (i.e., Parking on lawn areas), a cease and desist notice will be sent demanding immediate action. The Manager may commence immediate action (ex, towing), if necessary, at their discretion.
  - a. A copy of this letter will be sent to the person originating the complaint.
  - b. If the alleged violation persists beyond ten (10) days, another owner (not the original complainant) must send a second letter of complaint alleging that the violation exists.
3. A hearing will be held after the Association receives two letters of complaint from separate individuals.
  - a. A hearing notice will be sent to the alleged violator stating the nature of the alleged violation, the action requested to cure the alleged violation, the time and place of the hearing, an invitation to attend the hearing, and produce any statement, evidence or witnesses on their behalf, a statement that a sanction may be imposed and the maximum amount of any sanction.
  - b. An invitation will also be sent to the person or persons originating this complaint, inviting them to the hearing to produce evidence to substantiate their complaint.
4. The appointed Hearing Committee (3, 5, or 7 members of the Rules Committee) will hear testimony from both sides at the hearing (fact-finding session) and then excuse both parties and render a decision within three (3) days.
5. The Declaration and Bylaws provide no authority to impose a fine so that the complaint may be discussed or pursued through mediation or arbitration before legal action.
6. In the case of non-owner-occupied units, all residents and owners will be provided copies of all correspondence.

## **XV. UNIT OWNER INQUIRIES**

1. An inquiry from a unit owner ("inquiry") must be in writing and must be sent per Section 718.112(2)(a), Florida Statutes. An inquiry shall be limited to no more than four (4) separate questions or requests for information. Each part of a multi-part question or request shall be deemed a separate question.

For example, the following request: "Are there plans to refurbish the clubhouse, and if so, when, how will it be paid for, and what persons or committee will decide the décor?" includes four (4) separate questions and constitutes an "inquiry."

To the extent any inquiry seeks a response to more than four (4) questions, it shall be deemed an additional inquiry.

For example, if the Association receives an inquiry from a unit owner that contains six (6) questions, that inquiry will be considered as two (2) separate inquiries, the first four (4) questions constituting one inquiry and the next two (2) questions as being a second inquiry.

2. Frequency and response. The Association is obligated to respond only to one (1) inquiry per unit in any given thirty (30) day time period. If any additional inquiries are received from the same unit, the further inquiries will be deemed received thirty (30) days after the date of receipt of the prior inquiry. For example, if the Association receives an inquiry containing six (6) questions on July 1 and an additional inquiry of three (3) questions on July 25, then the Association must respond to the first inquiry of four (4) questions by July 30, the second inquiry of two (2) questions by August 29 and the third inquiry of three (3) questions by September 28.

The Board's response shall either:

- a. give a substantive response to the inquirer;
- b. notify the unit owner that a legal opinion has been requested; or
- c. notify the unit owner that advice has been requested from the Division of Florida Land Sales, Condominiums, and Mobile Homes.

If a legal opinion is requested, the Board will respond within sixty (60) days after receipt of the inquiry, providing a substantive written response to the inquiry.

3. Responses shall be provided following the following provisions:
  - a. If there was a substantive response to the same question from the same unit previously, and the answer remains essentially unchanged, the Association's response may refer to the prior response given.
  - b. If the inquiry is a request to review or be furnished copies of the Official Records of the Association or seeks a response that may be found in the Official Records, then the response shall advise the unit owner that the information sought may be obtained by way of inspection of the official records.
  - c. If the inquiry requires the Association to prepare compilations, calculate figures, or otherwise extract data that is not readily calculated or ascertainable from existing reports in final form, or if the inquiry seeks information in a form, or for periods

based upon criteria, for which the Association does not maintain such information, the Association, at its discretion and on a case by case basis, need not compile, calculate, extract, or format such information, and it will be a sufficient response to notify the unit owner that the inquiry cannot be readily answered at that time and that the Association is not required to calculate, compile, extract or format such information, referring the unit owner to the appropriate procedures for official records inspection as appropriate.

## **XVI. INSPECTION AND COPYING OF OFFICIAL RECORDS**

1. All unit owners' requests to inspect or copy official records must be in writing and delivered to the Association's management office.
2. The Association and the requesting unit owner shall schedule a mutually convenient time for the inspection, which, if not otherwise agreed to, shall be within ten (10) working days of the receipt of the written request by the Association.
3. An owner shall make no more than one (1) request to inspect the Association's official records every thirty (30) days. If an owner makes an additional request within thirty (30) days of the prior request, the new request will be deemed received thirty (30) days after the date of the prior request. If the unit owner cannot inspect all records requested at the initial visit, the remaining records shall be available for inspection the next business day.
4. A unit owner may inspect the official records during regular business hours of the Association's management office, and inspection shall not exceed eight (8) hours per day. If the inspection time impacts the staff lunch hour from 12:00 noon to 1:00 p.m., the owner shall be required to leave at noon and resume inspection at 1:00 p.m. to accommodate Association staff, if needed.
5. The Association is not required to organize or assemble records in any manner for a unit owner inspection.
6. Unit owners shall not have the right to inspect or copy records that are non-accessible or are subject to privilege recognized by law.
7. Association records may not be removed from the Association's office, and the unit owner may not take files apart or otherwise move or relocate documents or pages in the official records.
8. The unit owner may copy (with a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs) or request copies of the official records in conformance with the provisions of Florida Statutes Section 718.111(12). If the unit owner requests copies of any official record, he shall tab or otherwise clearly identify the pages or documents to be copied and inform management.

Within a reasonable time, the Association shall make such copies for the unit owner at their expense and notify the owner when they are available. The Association may charge a reasonable copying fee not to exceed the maximum permitted by Florida Law. At its discretion, the Association may mail the copies to the owner if the owner requests and provides pre-paid posting. The Association may require that the copy cost be paid before delivery.

## **XVII. BOARD MEETINGS**

1. Owner Participation at Board Meetings. Unit owners shall have the right to participate in all Board meetings regarding all designated agenda items. The chairperson shall limit each unit owner's participation to three (3) minutes. Members wishing to speak should stand and state their full name and unit owned before beginning their remarks.

The first unit owner speaking shall not be recognized again until all other unit owners wishing to speak have been heard on any one agenda item.

2. Unit owner taping or recording meetings. For unit owner audio taping or videotaping the Board, Committee, or unit owner meetings, the following rules shall apply:
  - a. Except for cell phones, the only audio or video equipment or devices unit owners are authorized to utilize at such meetings is equipment that does not produce distracting sound or light emissions.
  - b. Except for cell phones, the audio and video equipment shall be assembled and placed in position in advance of the commencement of the meeting.
  - c. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room to facilitate the recording.
  - d. The audio equipment may be placed on the table where the board members are sitting so long that the equipment does not require an electric cord. If the audio equipment is placed at the table at which the Board members are sitting and is the type that involves the replacement of audio tape, the unit owner is not permitted to replace the tape if the machine stops due to a full tape unless or until the Board calls for an intermission during the meeting.

**GUIDELINES FOR OWNER PARTICIPATION IN THE PHYSICAL CARE,  
ALTERATION OR DECORATION OF THE GROUNDS, LANDSCAPING, AND  
BUILDINGS OF VISTA GARDENS CONDOMINIUM ASSOCIATION.**

To maintain the community according to Florida Statutes and applicable Condominium Documents, the Board of Directors would like to remind all owners of the following:

- Maintaining the common elements is the responsibility of the Association (FS 718.113(1)).
- The common elements' maintenance, repair, replacement, and operation will be the responsibility of the Association and a common expense (Declaration 13.2(a)).
- A unit owner has no authority to act for the Association because of being a unit owner. (FS 718.111(1)(c)).

Owners, residents, or guests shall not plant or trim any shrubbery or trees on the common elements nor display any statues, artificial flowers, or other artifacts (Rules II. #32)

Owners are not to paint or otherwise decorate or change the appearance of any portion of the exterior of any apartment building without the prior written approval of the Association's Board of Directors. (Declaration 13.1(b)(4)).

The Unit owners shall not cause anything to be hung, displayed, or placed on the exterior walls, doors, windows, walkways, ceilings of walkways, railings, or roof of the apartment buildings or Units, and they will not otherwise change the appearance of any portion of the exterior of any apartment without the prior written consent of the Association. (Declaration, Use restrictions (f)).

The display of articles on walkways, railings, and shrubbery is prohibited. (Rules II. #7).

Decorations on doors are not allowed except from Thanksgiving week through January 6. (Rules II. #28)

The landscaping is maintained under the authority of the Board of Directors, with the input and recommendations of the Landscape Committee and the Garden Club. Only licensed contractors are used to maintain the landscaping. Owners under NO CIRCUMSTANCES are authorized or allowed to trim, plant, remove, replace, add to, fertilize, or attempt to control weed growth on any landscaping portion.

Participation in or membership in committees does not authorize individual owners to work on the landscaping or buildings. The only exception to the above is planting flowers in designated areas, which the Garden Club MUST first approve. All committees are responsible for reporting to the Board of Directors.