

# **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**

### **TABLE OF CONTENTS**

	<b>Item</b>	<b>Page</b>
Definition	I.	3
Community Rules	II.	3, 4, 5, 6, 7
Pet Rules	II. A.	7
Recreation Pass	III.	7, 8
Recreational Facilities	IV.	8
Clubhouse	V.	8, 9
Pool/Whirlpool Spa	VI.	10, 11
Fitness & Billiards Room	VII.	11
Parking	VIII.	11, 12, 13
Rentals and Resales	IX.	13, 14
Occupancy: Residents & Guests Use Restrictions	X.	14, 15, 16
Minimum Ages for Occupancy	XI.	16, 17, 18, 19, 20
Rules Enforcement and Due Process Procedure	XII.	20, 21
Unit Owner Inquiries	XIII.	21, 22
Inspection and Copying of Official Records	XIV.	22, 23
Board Meetings	XV.	23, 24

### **INTRODUCTION**

For many of us, this special place is home; for some, it's a vacation getaway; while for others, it's an investment property where income is earned from rentals. We come from different backgrounds, different cultures and some of us, from 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. Where so 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 the Rules and Regulations as a guide so that we may preserve the excellent standards that are so highly valued here. For many of us condominium living is a new way of life.

Therefore, certain standards for individual behavior to assure pleasant and harmonious community living.

It should be noted that Vista Gardens is a residential community for those 55 years of age or older. Owners and lessees have priority in the use of all facilities. Guests are welcome but they too must observe the rules. 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. It is the duty of every owner to inform their guests and/or tenants of these rules.

We ask that you adhere to these rules so that we may maintain our quality of life. But keep in mind that any behavior that is objectionable to a majority is not acceptable, even though it may not be covered by a specific rule. Should you have any questions or suggestions, please feel free to 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. In the event compliance is not achieved, matters of a continuing nature 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 been in existence since Vista Gardens was first developed in 1982. The Rules have evolved over time to better deal with current problems. The latest revision was in February 2020. This will be the tenth revision. The Due Process Procedure assures that all complaints are handled in the same timely manner and that the rights of all parties involved are protected.

Several criteria should be followed for rules to be valid. The following criteria are recognized by courts 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 must be uniformly enforced for everyone.
5. A rule must be necessary and reasonably relate 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** – Body of members (owners of each unit with one being designated the voting member).

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

**Recreational Facilities** – Clubhouse, restrooms, swimming pool, whirlpool spa, 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.

**Management** – Implements Board decisions and administers the services, programs and financial operations of the community association 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 who is residing in Vista Gardens for **30** days or more with Board approval.

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

**Visitor** – Any person, regardless of age, who visits a resident at Vista Gardens and does not make use of the recreational facilities.

## 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 existing windows, porch enclosures, exterior doors or hurricane shutters.

3. Owners are responsible for informing their tenants, guests and visitors of applicable articles in the condominium documents and the rules contained therein. Owners are responsible for any damage to common elements caused by their tenants, guests and visitors (FS 18.113(3))
4. For obvious reasons, all garbage must be tied in plastic bags before being deposited in the dumpster. It is mandatory that we observe the regulations (including recycling) posted at the dumpsites. Owners must also be sure that all contractors doing work 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. For health reasons, the feeding of wild animals is not permitted. (State Law)
6. Residents should use the laundry rooms in their building only between the hours of 8 AM and 10 PM. Please clean up after yourself and observe the posted regulations. Do not forget to empty the lint trap.
7. The hanging of clothes, clotheslines or similar devices, radio or television antennas, aerials and "For Sale" or "For Rent" signs will not be 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 not permitted.
8. Everyone must wear shirts or other clothing considered appropriate in public when outside their unit except in the pool area.
9. Safety demands that jogging and walking be **against** traffic flow; bicycling **with** traffic flow. Remember to wear something light and bright and carry an illumination device for visibility during darkness.
10. Lawn chairs or other articles are to be removed from lawn areas around apartments after use.
11. Residents are asked to operate their radios, televisions, stereos and any musical instruments at a reasonable volume at all times.
12. The use of skateboards, roller blades or roller skates is not permitted on condominium property.
13. Golf carts and bicycles are not allowed on the lawn areas of condominium property or on walkways of buildings, with the exception of employees or contractors performing their jobs.
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 shall relinquish all recreational privileges when their apartment is rented or leased.
16. Barbecuing of any type is not permitted on any porches or walkways of the buildings. Barbecuing equipment is permitted on the lawn and is required to be removed as soon as possible after each use.
17. Residents are requested to notify Management, in writing, of any observed violations.
18. The golf course is not part of this community. Residents and guests shall not trespass on the course.
19. Owners and Tenants must notify management whenever their unit is to be unoccupied for a period in excess of 30 days. It is mandatory that you turn off the main water valve (located under the hall bathroom sink), and the hot water heater circuit breaker every time you leave your apartment unoccupied for more the two (2) days (48 hours). Owners will be responsible for any and all resulting damage for non-compliance.
20. Any water heater more than ten (10) years old must be replaced, or in the alternative, the owner must submit an annual inspection report by a licensed plumber affirming that the water heater is in good working order and that replacement is not recommended. Any water leak from a water heater more than ten (10) years old, and any damage resulting from such leak, shall be deemed a result of negligence by the unit owner. Owners will be responsible for any and all resulting damage from water heaters, which are more than ten (10) years old. Air conditioners must be serviced annually by owners, and owners will be held responsible for any damages resulting from faulty air conditioners.
21. Porches must be kept in a neat and orderly fashion. Cardboard boxes, clotheslines, clothes racks and other similar devices are not permitted.
22. Each unit shall be used only as a residence. No unit shall be used or rented for transient hotel, motel or commercial purposes.
23. No adhesives shall be permitted to secure doormats to any walkway. Hemp mats are prohibited. Corrugated rubber mats are permitted.
24. No storage is allowed by residents or guests in either the electric meter room, the hot water heater room, or laundry room located in any building.
25. The following items are not to be stored in the 2<sup>nd</sup> 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 out periodically with notices posted in advance before any items are disposed of. Tenants must remove all stored items on lease termination. **REMEMBER:** 14 apartments use this storage room.

26. Soliciting in any form is not permitted unless approved in advance in writing by the Board of Directors.
27. Only the following items may be mounted on the exterior of your walkway door: door-knocker, peep hole and second security lock. Decorations on doors are not allowed except for holiday decorations during the period between Thanksgiving week and January 6<sup>th</sup>. Religious objects may be attached to the mantle or frame (jamb) of the door as long as they do not exceed 3” wide x 1 ½” deep.
28. Water spigots are considered common elements and are to be shared by all building residents and maintenance staff.
29. Any application, including a copy of a flooring contract, must be approved prior to the installation on the second floor of any unit for new tile, wood or laminate flooring. Specifications must include a cork or other sound-deadening material, which either the Manager or the Maintenance men 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 concrete, with ceiling assembly. If an owner desires to install a hard floor surface covering, he shall also install a sound absorbent underlayment of such kind and quality equivalent to or superior to one-fourth inch of cork. If new flooring installation is completed without prior approval or insufficient soundproofing, the Association at its discretion may require the unit owner to cover all such hard surface flooring with carpet, or require the owner to remove such hard surface flooring and follow the appropriate guidelines for soundproofing. Any such corrective work shall be done at the owner’s expense.
30. No wall, window or door air conditioning units are allowed to be installed.
31. The Owner/Contractor Responsibility list shall be a requirement for any independently hired contractor by any owner. Contractors shall be required to obtain a copy of the list in the office and sign, acknowledging their receipt and understanding before beginning any work.
32. COMMON ELEMENTS: Residents or guests shall not plant or trim any shrubbery and/or trees on the common elements, nor display any statues, artificial flowers or other artifacts. Any unapproved planting will be removed by either the person planting or the Association, in the event the person cannot be located or identified.
33. POSTING ON THE COMMON ELEMENT: The Board of Directors is authorized to place Association notices on the Common Element in posting locations as designated by the Board of Directors. One bulletin board located in the clubhouse is for unit owners and tenants to post notices that reflect items for sale, rent or requests for items. These items must be approved by the Association office before posting. Unit owners, tenants,

and guests are prohibited from posting documents of any other type or nature 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.

34. **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 pursuant to the Declaration, and has the right of access at any time as necessary to prevent damage to the Common Elements, Association Property or to a unit or units. Unit owners are required to provide the Association with a copy of all keys necessary to access the unit, and all portions thereof, for the foregoing purposed. If an owner fails to provide a key, or fails to provide a replacement key when any 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.

#### **II.A. PET RULES**

1. All animals and pets are prohibited. This prohibition includes birds, and applies to any animals whether caged or uncaged. Any occupant requiring the use of an assistance or service animal must complete the appropriate application, which can be obtained from management, and must receive written approval from the Association prior to the animal being brought onto the Association property. Proof of all appropriate vaccinations and/or other permits must be provided annually to the Association.

#### **III. RECREATION PASS**

1. All residents and guests are required to register at the Association office and obtain recreation passes. While using the recreational facilities, residents and guests must have their pass in their possession. Passes are not transferrable.
2. Use of the recreational facilities and other common areas is at the risk of the individual using the facilities or areas.
3. Badge System: Revised and approved January 19, 2006.
  - a. All other badges in all other categories other than Owner are null and void and will be replaced.
  - b. Four (4) badges, titled guest badge are issued (not including Owner badge) to every Owner of record at no cost. These 4 badges can be used for Seasonal Lessee/Renters, Immediate Family of an Owner or Guest of an Owner. Owners

are required to sign for these badges. (In the case of Annual Renters with the Owner living out of the area, the Lessee may pick up the badges, signing and then noting the Owner's name below their signature.)

- c. Lost badges will be replaced at a cost of \$5,00 per badge. For those "gathering of the clan" family get-togethers where 4 badges would not be sufficient, we will issue temporary guest badges at no charge.
- d. Children under the age of 13 do not need a badge, but must be supervised at all times while on common area.
- e. *This is an honor system and guest rules still apply. All guests of any unit must come in and register with the office.*

Year-round Lessee/Renters can be issued a color-coded yellow laminated badge with their picture. There is a \$5.00 charge for this badge.

#### IV. RECREATIONAL FACILITIES

1. The recreational facilities shall be open from 8 AM to 9 PM weekdays and from 9 AM to 9 PM on weekends (weather permitting).
2. All residents and guests **must** observe rules and regulations as posted at each location. Children under 13 years of age must be accompanied and closely supervised by an adult in all recreational facilities.
3. If guests or tenants persistently violate rules, the owners will be required to terminate the use of the recreational facilities and clubhouse by the offending guests or tenants.
4. 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 first opportunity to sign up. Guests not living at Vista Gardens shall obtain a \$5.00 pass for the lesson series only.
5. Food and non-alcoholic beverages shall be permitted only in the covered patio area next to the Clubhouse and on the patio in back of the arts and crafts room. Bottled water in plastic containers is permissible in all of the recreational facilities. Alcohol may not be consumed in the recreational facilities unless a written permit is first obtained from Management pursuant to policies adopted by the Board of Directors.

#### V. 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 of 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 and/or tenants may reserve the Clubhouse for private use, subject to the following conditions:
  - a) Requests for private use of the Clubhouse and/or kitchen are required to be made no more than 60 days and no less than 3 days before the function. Reservation forms are available from 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 is to be posted on the Clubhouse entry doors the day of use. Entry to the Clubhouse shall remain accessible for all residents.
  - d) Anyone reserving the Clubhouse for private use will be responsible for the repair and replacement of anything damaged. A deposit, to be determined, is required when a reservation is made for private use. The deposit will be returned after clean up and inspection by the office staff.
4. Priority shall be given to Vista Gardens residents for the purpose of ticket sales and 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. FS 718.202(3) – (6). The individual in charge of overseeing any event or activity or REC staff personnel shall be responsible to determine whether any behavior is unacceptable.

## VI. POOL/WHIRLPOOL

1. All persons are required to shower with soap before entering the pool or whirlpool. The removal of suntan lotions, creams and body oils is necessary **each time** before entering either pool.
2. The pool may not be reserved for private parties.
3. Children under the age of 13 years must be accompanied by and closely supervised by an adult. Children under 3 years or in diapers are not permitted in the pool at any time.
4. Running, diving, jumping, ball throwing, unnecessary splashing and other raucous conduct shall not be permitted in the pool or spa areas.
5. No flotation objects, other than Coast Guard approved, are permitted. Diving masks, flippers and scuba diving equipment are not allowed in pools. Swimming goggles are permitted. Noodles may be used by residents and children only if closely supervised by an adult.
6. Persons with wet bathing suits are not allowed in the Clubhouse or other carpeted areas.
7. Only recognized swimwear is allowed in pools.
8. Smoking is not permitted in the pool or whirlpool. Smoking is permissible **only** on the patio behind the Craft Room. Smoking will no longer be allowed under the covered patio area at the pool at any time.
9. Radios, stereos, or other sound generating equipment are not permitted in the pool or whirlpool area unless equipped with ear or headphones. Extend courtesy to others when using a cell phone by moving to a quiet area away from the pool deck if your conversation will exceed a few minutes.
10. The solar cover will not be removed unless the outside temperature is at least 65 degrees F. During inclement weather, the cover shall be removed only at the discretion of the Manager.
11. Persons wearing swimwear who use the pool chairs or recliners should place towels down before sitting or lying on the furniture so that all parts of the fabric are covered.
12. For safety concerns, no exercising or use of any fixture or furniture for stretching is permitted on the pool deck. Please use the exercise room.

13. Reserving chairs, recliners, or tables around the pool deck is not allowed. Seating is available on a first come-first serve basis.

## **VII. FITNESS AND BILLIARDS ROOMS**

1. Residents and guests must be 13 years of age to use the billiards room and 18 years of age or older to use the fitness room. In the billiards room, 13 and 14 year-olds must be accompanied by, and closely supervised by a playing adult.
2. Proper attire must be worn, including shirts and proper footwear. Bathing suits, wet or dry, are not allowed.
3. No food or beverages are allowed except bottled water in plastic containers.
4. Residents and guests shall use this equipment at their own risk.

## **VIII. PARKING**

1. "Automobile" as used in these Rules, or in the Declaration, shall refer to and include only the following: vehicles, which are standard passenger cars, SUV's 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 in the Declaration. No pickup trucks of any kind will be allowed to park on the Condominium Property, except the following: (1) commercial vehicles used for the maintenance, repair or construction purposed as described in Par. #6 below, and (2) Guests my request permission for temporary parking at the Clubhouse parking area from the On-Site Manager, who shall have authority to determine the terms and conditions of any 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 for 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, boat 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 are to park their automobiles in the specific spaces assigned to them in the parking lot designated for their building.

4. Guest parking spaces shall be used for golf carts and automobiles of guests and visitors. Second cars of owners and guests 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 only at the Clubhouse during social events, Board Meetings and Owner Meetings.
6. Commercial vehicles are strictly prohibited except for those of contractors who are 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.
7. Owners, guests and visitors may not display advertising or solicitation signs of any kind on their vehicles.
8. 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 should not be brought into Vista Gardens. If any inoperable vehicle is on the condominium property, the On-Site Manager after seven (7) days notice to the owner in writing by certified mail shall have the vehicle towed off the property at the owner's expense. The cost of any damage by any vehicle to Vista Gardens property caused by oil, gasoline, or leaking fluids shall be borne by the owner.
9. 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 prior to arrival. This temporary parking shall be limited to four (4) days in any calendar month. Approval shall be withdrawn if the vehicle is used for sleeping, recreation or other activities usually considered as "camping out".
10. 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.
11. Bicycles, canoes, kayaks and cargo carriers stored on top of or at the rear of vehicles must be removed within twenty-four (24) hours.
12. Vehicles, including golf carts and bicycles, are not permitted to be parked on lawns nor is anyone permitted to perform major repairs, oil changes or maintenance on these items on condominium property.

13. 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.
14. Owners, tenants and guests may wash their automobiles and golf carts in their designated building lot only. Care is to be exercised to avoid over-spraying onto other vehicles and equipment in the general area.
15. Road signs clearly indicate that the speed limit within Vista Gardens is 15 MPH. For everyone’s safety, please obey this limit at all times. When there are pedestrians 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 car has passed. Walkers should use common sense and courtesy, and not hog the road. Never walk three abreast. During darkness, walker must use flashlights or reflectors, and wear light-colored clothing to alert motorists.
16. For security and maintenance requirements, owners leaving their vehicles parked and covered during the off-season are directed to park in their assigned parking space in the designated building parking lot.
17. 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.
18. CAR REGISTRATION: All residents are required to register their vehicle(s). 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 every time a new vehicle is purchased or acquired.

## **IX. RENTALS AND REALES**

1. The Board of Directors must approve all rentals and resales of units before any occupants can move in. A pre-approval interview with the On-site Manager or other designated person or committee is required for every new applicant before approval. All lease renewals must also be approved by the Board.
2. Rental Fees. There is a \$100.00 fee for all first time rental applications. Seasonal renters who rent consecutive years will pay \$50.00 to replace the \$100.00 fee. 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). Persons living together, but not married will be considered 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 their application has been approved by the Board 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 periods of not less than 60 days and a copy of any lease must accompany any application to rent.
6. No unit may be leased in excess of 3 times each calendar year, regardless of the term of the lease. A lease Renewal Form (available in office) must be submitted at least **thirty (30) days** prior to the expiration of the current lease before any lease can be renewed or an additional \$100 fee must be paid.
7. If a single lease term includes portions of 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 their tenant, and not for business or any other purpose.
9. A unit must be owned for one (1) year before it can be leased as of the recording date of May 12, 2015.
10. The number of units anyone may own is three (3), as of May 12, 2015.

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

The use of the condominium property and the recreational facilities will be in accordance with the following provisions adopted from the Use Restrictions in the Declaration. The restrictions which are 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 his tenant, their visitors and guests, and not for business or any other purpose. No Unit may be divided or sub-divided 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 owner of each Unit, having a child under such age visit the Condominium Property, or reside in the Unit, must register the child's arrival and departure with the Association; and, if such registrations are not promptly made in accordance with the Association's Rules and Regulations, it will be deemed that the child has visited the Condominium Property, or resided in the Unit, during more than thirty (30) days in the calendar year or years during which he in fact visited the Condominium Property or resided in the Unit without proper registration. For the purposes hereof, 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 thereof, 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 which interferes with the peaceful possession and proper use of the property by its residents. This includes smoking, loud noises, or any other activity that causes unreasonable annoyance or interference with the use and enjoyment of the property by other unit owners. All parts of the condominium will be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No unit owner will permit any use of his unit or make any use of the Common Elements that will increase the cost of insurance upon the condominium property. Any disregard for or interference with peace and harmony in the community is not permitted. Any actions or behavior that create an unsafe or hostile working environment for the staff and/or volunteers of the community 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 the Condominium Property or any part of it; 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 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 use 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 requests thereafter.
7. Guest Use of Units in Absence of the Host: The following restrictions shall apply to guests, which shall use or occupy a Unit when the owner or tenant (as applicable) is not present in the unit.

A. Definitions

1. "Guest" shall mean and refer to any person who is visiting and occupying a Unit without 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 he or she owns, unless the owner is visiting a tenant in his Unit. References to guests shall mean related guests as well as other guests.
2. "Host" shall mean that 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 he or she is occupying the Unit.
3. "Related Guest" is a guest, which is related to the host by way of 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.

B. Related Guests. Related guests need to be approved by the Association the same as other guests when they will occupy a Unit for over thirty (30) days. A background check will be completed and paid for by the applicant. Related guests must register with the Association prior to or upon arrival at the Condominium. The Board of Directors shall be empowered to adopt a form for use in connection with the registration of related guests, which form 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.

C. Unauthorized Guest Visit. Any guest visit not authorized pursuant 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/or shall entitle the association to obtain an injunction order removing the guest and his or her personal belongings from the Condominium.

**XI. MINIMUM AGES FOR OCCUPANCY**

The following age requirements are adopted from the Declaration.

- 1.1 Permanent occupancy of a Unit shall be restricted as follows provided that the restrictions contained in the remaining provisions in this Article are met.
- 1.2 The foregoing 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 in the Articles of Incorporation, Bylaws and/or 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 and/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.

3.1 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 the age of 55 years.

3.2 Exceptions to 3.1: 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 the spouse who is under 55 years of age, the surviving spouse may still occupy a Unit in the community, notwithstanding the fact that 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.
- d. This occupancy requirement shall also not preclude the occupancy by any person who owned record title to a Unit of the Effective Date of this Amendment, and who may not have attained the age of 55 years. This exception shall only apply to permit occupancy of the Unit owners by the person on that date.

3.3 Special Guest Visitation Provision. Use of Units by guests or visitors of owner(s) and lessee(s) when the owner(s)/lessee(s) are not present in the Unit shall be restricted as follows: No such guest under the age of 55 years shall use or occupy a Unit in excess of thirty days in a calendar year. Each day as well as part of a day shall be counted in this computation. This section shall be in addition to restrictions pertaining to 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. A guest shall mean and

refer to any person who is visiting and occupying a Unit without 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.

3.4 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; in the event that this occupancy requirement is not met, the approval shall be deemed automatically revoked.

4. Remedies For Non-Compliance. The Association concurrently shall 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.

4.1 Lease of a Unit.

- a. In the event of a lease of a Unit, and the occupancy and other requirements of this Article 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/or other occupants in the Unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.
- b. The Association shall also be entitled to evict the lessee(s) and other occupants of the Unit, as agent 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 notice to the owner(s) by certified mail, return receipt requested or provides notice by hand delivers; and
  2. Provided that the owner(s) fail(s) to commence eviction proceedings on his/her/their own and fails to so notify the Association within the fifteen (15) day period.
- 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).

4.2 Other Occupancies (Other Than Leases). In the event of use by guests; or in 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). In the event 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.

4.3 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.

5.1 Leases. Any lessees and other occupants of a Unit under a valid and approved written lease, provided that the lease was fully executed prior to the Effective Date of the adoption of these revised Rules, shall obtain grandfather status. This grandfather status for the lessee(s) and other occupants shall apply for the duration of the lease. Furthermore, this grandfather status applies beyond the duration of the lease and with respect to any Unit within the community, only if the particular lessee(s) and/or other occupants were validly occupying a Unit under a lease in the community on September 13, 1988.

5.2 Other Occupancies (Other than leases). Any owner(s) and any persons not mentioned in 3.1 above, who WERE validly occupying a Unit as a resident on September 13, 1988, shall obtain grandfather status.

5.3 Pending/Approval Applications. Any person(s) who was/were listed on an Application for Approval for lease, sale or other transfer of ownership, which is pending and/or approved as of the Effective Date of the adoption of these Revised rules, is given grandfather status.

6.1 Even though a person under the age of 55 is given grandfather status, this shall not entitle the permanent occupancy in the Unit by any other person unless:

- a. That other person is 55 years of age or older; or
- b. That other person is also accorded grandfather status under Section 5 above.
- c. That the other person is granted an exception under Section 3.2 above.

7. Proof of Age.

7.1 After the Effective Date: All owner(s) who obtain record title after the Effective Date of the revised Rules shall, prior to obtaining record title and/or taking permanent occupancy and/or as part of the approval process under Section 19 of the Declaration (Transfers of Title subject to approval), deliver to the Association, documentation demonstrating Proof of Age as provided for in this Section.

8. Non-Occupancy Status: Each owner or lessee, as applicable, shall notify the Association of any periods of time during which the Units become "unoccupied". As used in this Section, unoccupied is defined to mean any intended absence of all permanent residents of the Units, for a period in excess of thirty (30) days. It is understood that this is a

necessary requirement because the ADMINISTRATIVE RULES require record keeping of occupied and unoccupied Units. The Association shall be authorized to adopt a form for use in connection with the reporting under this Section.

9. Effective Dates.

9.1 Section 4.1 above incorporates a provision contained in the original Declaration of Condominium recorded. Accordingly, the Effective Date of Section 4.1 above is the date on which the Declaration was recorded in the Public Records of Indian River County, Florida.

9.2 Section 4.2 through 4.3 above were amendments to the Declaration and as such, have an Effective Date, which was the date on which the amendment was recorded in the Public Records of Indian River County, Florida.

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

The Board of Directors is responsible for the enforcement of all rules and regulations. At the **direction of the Board**, management will initiate any enforcement action, which will be in accordance with this Due Process Procedure. This will ensure that all complaints or alleged rule violations are handled the same according to established procedure. All owners, tenants and guests must have a complete set of Rules and Regulations, which contain 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 their invitees.

Complaints made reporting any alleged rule violation **MUST** be in writing. It is not possible 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 and signed to the Board of Directors.

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

Benefits: 1. All alleged violations are handled in the same manner.

The goal of rule enforcement is always voluntary compliance.

A. In order to begin the rules enforcement process, an owner must state in writing to the Board of Directors any rule violation he or she wishes to complain about.

1. The person making the complaint must be identified in the letter.
2. The person making the complaint may be called to testify at any hearings.
3. Committees, as well as groups of owners or residents, may also bring complaints.

B. Upon receipt of an alleged rule violation letter stating the date and approximate time of the

alleged violation and upon determination that the alleged actions probably occurred, a letter will be sent to the alleged violator, stating the alleged violation and a time 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 his discretion.

1. A copy of this letter will be sent to the person originating the complaint.
  2. If the alleged violation persists past the 10 day period, a second letter of complaint must be sent by another owner (not original complainant) alleging that the violation exists.
- C. After the Association receives two letters of complaint from separate individuals, a hearing will be held.
1. 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 his or her behalf, a statement that a sanction may be imposed and the maximum amount of any sanction.
  2. An invitation will also be sent to the person or persons originating this complaint, inviting them to the hearing in order to produce evidence to substantiate their complaint.
- D. 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 3 days.
- E. As the Declaration and Bylaws provide no authority to impose a fine, the complaint may be discussed or pursued through mediation or arbitration prior to legal action.
- F. In the case of non-owner occupied units, all residents and owners will be provided copies of all correspondence.

### **XIII. UNIT OWNER INQUIRIES**

1. An inquiry from a unit owner (“inquiry”) must be in writing and must be sent in accordance with 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 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 additional 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<sup>st</sup>, and an additional inquiry of three (3) questions on July 25<sup>th</sup>, then the Association must respond to the first inquiry of four (4) questions by July 30<sup>th</sup>. The second inquiry of two (2) questions by August 29<sup>th</sup> and the third inquiry of three (3) questions by September 28<sup>th</sup>. 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 in writing a substantive response to the inquiry.
3. Responses shall be provided in accord with 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 in fact 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 which 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.

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

1. All unit owner 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 by the Association of the written request.

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 is unable to inspect all records requested at the initial visit, then 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. in order 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 those records which are by law 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, otherwise move, or relocate documents or pages in the official records.
8. The unit owner may copy (with smart phone, 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. The Association shall, within a reasonable time, make such copies for the unit owner at his expense and notify the owner when the copies are available. The Association may charge a reasonable copying fee not to exceed the maximum permitted by Florida Law. The Association may, in its discretion, 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 prior to delivery.

## **XV. BOARD MEETINGS**

1. **Owner Participation at Board Meetings.** Unit owners shall have the right to participate in all Board meetings with reference to all designated agenda items. The chairperson shall limit each unit owner's participation to a total of three (3) minutes. Members wishing to speak should stand, 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. With respect to unit owner audio or video taping Board, Committee or unit owner meetings, the following rules shall apply:
  - a. With the exception of cell phones, the only audio or video equipment or devices which unit owners are authorized to utilize at such meetings is equipment which does not produce distracting sound or light emissions.
  - b. With the exception of cell phones, the audio and video equipment shall be assembled and placed in position in advance of commencement of the meeting.
  - c. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
  - d. The audio equipment may be placed on the table at which the Board members are sitting so long as 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 which requires 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.**

In an effort to maintain the community in accordance with Florida Statutes and applicable Condominium Documents, the Board of Directors would like to remind all owners of the following:

- The maintenance of the common elements is the responsibility of the Association (FS 718.113(1)).
- The maintenance, repair, replacement, and operation of the common elements will be the responsibility of the Association and a common expense (Declaration 13.2(a)).
- A unit owner does not have any authority to act for the Association by reason 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 Board of Directors of the Association. (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 not permitted. (Rules II. #7).

Decorations on doors are not allowed except for holiday decorations during the period December 6<sup>th</sup> and January 6<sup>th</sup>. (Rules II. #27)

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 portion of the landscaping. Participation in, or membership in committees does not authorize individual owners to actually work on the landscaping or buildings. The only exception to the above is the planting of flowers in designated areas, which MUST first be approved by the Garden Club. All committees are responsible to and report to the Board of Directors.