

09/20/17

Re: New Revised Rules and Regulations

To all unit owners:

Attached is the new Revised Rules and Regulations for Visa Del Lago. This has been discussed and revised by your Board of Directors over the last few months at several Board meetings.

The new version has been shortened from 11 pages to 9 pages. Rules 3, 5, 6, 8, 11, 13 have been revised.

This revised version of the Rules and Regulations replaces any and all previous versions that have been issued.

Sincerely,

The Vista Del Lago Board of Directors

**RULES AND REGULATIONS OF
VISTA DEL LAGO CONDOMINIUM ASSOCIATION, INC.**
Effective: 10/9/01 Revised: 06/01/17

PREAMBLE

The Rules and Regulations, which follow, have been adopted by the Board of Directors, effective on the above date, and apply equally to all owners and tenants and their family members, visitors, guests and invitees. Some of these rules and regulations are found in the Declaration of Condominium and some of these rules and regulations supplement the Declaration.

1. SINGLE FAMILY RESIDENCE; BUSINESS USE.

1. Use of each unit is for single family residence only, and may not be used as a hotel, transient apartment, motel or business office.
2. No business or commercial activity shall be permitted of any kind except as follows:
 - (a) Any business, which qualifies, as a permitted home occupation under the applicable zoning code shall be permitted. However, a daycare or childcare facility or operation (regardless of age) shall still be prohibited.
 - (b) The practice of leasing units shall not be considered a business activity under this Rule and Regulation.

2 VISITORS AND GUESTS

1. Each unit owner shall be solely responsible for the activities and of any damage caused by his/her visitors and guests, who must comply with all rules and regulations.
 - (a) Any guest or visitor like any other person who seeks to rent or purchase a unit must complete an application for approval provided to it by the Board of Directors along with a copy of a lease/contract to purchase in accordance with the Declaration of Condominium.
 - (b) No guest or visitor shall occupy a unit during the absence of the owner or lessee as host unless the Association receives written authorization from the host in advance of the intended stay, advising the Association of the relationship of the guest or visitor and the date of arrival and departure. The foregoing applies even though the guest or visitor possesses a key to the unit. An owner or lessee shall be deemed "absent" where the owner or lessee does not stay overnight with a guest or visitor. The Board of Directors is authorized to develop a form for use in connection with notification.

3. PETS

1. Owners and tenants are permitted to have pets and animals as a privilege, only as follows: Per Unit: Not more than two dogs; not more than two domestic cats kept indoors; not more than two birds in cages and kept indoors only; fish in tanks; and rabbits, gerbils, hamsters, turtles and the like kept in terrariums. No other pets or animals shall be permitted, and none of the foregoing pets or animals shall be bred or kept for commercial purposes.
2. All pets and animals shall be leashed and all animal waste picked up. The foregoing is also a requirement of Palm Beach County Ordinance No. 89-2.

4. NUISANCE

1. No use or practice which is either an annoyance to another unit owner or occupant or interferes with the peaceful possession and proper use of the condominium and association property by the unit owner or occupant shall be allowed.
2. No unreasonable noise which interferes with another's peace and quiet shall be permitted to be transmitted from one unit to another.

5. VEHICLES

1. Prohibited Vehicles or items This Section 5.1 lists prohibited vehicles or items ("Prohibited Vehicles"), which are prohibited anywhere on the condominium or association property unless kept or stored in the garage, unless the vehicle or item is permitted under Section 5.2 below:
 - *(a) Dirt bikes, motorcycles, mopeds or other self-powered bicycles; trucks, with or without a camper top; any trailer or other device transportable by limousines; travel trailers; commercial vehicles: vehicles which are an eyesore; motorcycle delivery wagons; campers; motor homes or mobile houses; truck mounted campers attached or detached from the truck chassis;; vehicles that are noisy, unsightly, junkers in obvious need of repair and maintenance, or which have fiat or missing tires, missing hubcaps; peeling paint and/or significant rust; vans and sports utility vehicles, except as otherwise allowed under Subsection 2(e) below; and boat and boat trailers; and other such motor vehicles; and jet skis, bicycles, tricycles and other play vehicles.

2. Exceptions to 5,1 above: The following shall not be considered prohibited vehicles and need not be parked or stored within the garage, subject to the regulations contained in subsection 4 below:
 - (a) Moving vans for the purpose of loading and unloading, and only during reasonable hours.
 - (b) Vehicles, regardless of classification, necessary for the maintenance, care or protection of the condominium and association property.
 - (c) Service, and delivery vehicles, servicing the condominium and association property.
 - (d) Police and Emergency vehicles.
 - (e) Certain vans and sports utility vehicles which are permitted.
A two-axle van or two-axle sports utility vehicle which is not a commercial vehicle as defined below; which contains windows on the rear of the vehicle.

3. The following additional regulations apply
 - (a) No repair (including changing of oil) of a vehicle shall be made within the condominium except for minor repairs necessary to permit removal of a vehicle. However, washing, waxing, or the changing of tires of a vehicle are permitted as long as the vehicle is registered to the owner or tenants,
 - (b) No motor vehicle which is not currently registered or licensed shall be driven, operated or parked on any of the condominium and association property at my time for any reason.
 - (c) No motor vehicle, trailers, moving vans, shall be parked at any time on the lawn owned by or maintained by the condominium (except for landscaping equipment at the direction of the board of directors).
Vehicles in violation will be subject to immediate towing.
 - (d) No vehicle may be parked such that it blocks any sidewalk, driveway or entrance road except where otherwise necessary by moving vans and only for loading and unloading.
 - (e) All vehicles must be in working order; no vehicles on blocks, jacks or ramps, shall be permitted.
 - (f) There will be times where vehicles must be removed to accommodate maintenance, repairs or replacement of the parking areas in the condominium. Upon reasonable notice from the association that the forgoing will occur, each owner, resident, guest and other visitor shall remove his/her vehicle for the time period requested.

- (g) The maximum number of vehicles allowed per unit is the lesser of 3 or the number of licensed drivers comprising the occupants of the unit excluding guests. Vehicles are not permitted to be parked on the common area parking for more than 72 hours without being moved. All owners must have equal access to common area parking.
- (h) Parking shall only be permitted on a driveway or road surface, except approved vehicles may park parallel to the grass on the pavement on the north side of the pool area.
There is no parking on any lawn maintained by the association.
Violators will be subject to towing at vehicle owners expense.
- (i) All owners and lessees shall advise their guests and personnel as to proper parking.
- (j) Except for ingress and egress, garage doors should remain in the closed position at all times. This for visual appearance and safety concerns.
- (k) The Association shall be permitted to tow a Prohibited Vehicle or improperly parked vehicle from the condominium and association property, upon providing whatever notice is required by F.S. 715.07 and applicable county ordinances, as amended from time to time. Same shall be towed away at the vehicle owner's or user's expense

6 . CHILDREN

Parents are responsible for their children and their children's guests.

- (a) Children age fourteen (14) or under may not play or be in the fenced in pool/clubhouse area without a supervising adult.
- (c) Each unit owner and lessee shall be solely responsible for the actions and any damage caused by their children or their visiting children.
- (d) Each parent/guardian must keep children under control as not to disturb (by yelling, shouting, etc.) the peace and tranquility of other residents.
- (e) No bicycles or other wheeled vehicles are allowed in pool areas and any grassy area. (This does riot apply to the physically handicapped.)

7. POOL AND CLUBHOUSE

1. Each unit owner should have their own pool gate and bathroom key. (\$5.00 replacement if lost or missing)
2. Gate and bathroom doors must be locked when leaving.
3. Lights must be turned off when leaving and fans turned off.
4. All trash, soda cans, food, cups, cigarettes, rafts, tubes, etc. must be taken from pool area when leaving.
5. No playing with pool equipment or pool life preserver is permitted. Chairs must be put back in line position and tables leaned.
6. Owners and lessees wishing to have a private party at the Pool/clubhouse, must notify the Management Company in writing 30 days in advance of the intended date and time, and provide a deposit of \$50.00. This deposit will be refunded only after the area is left in a neat and clean manner, including removal of trash and garbage, and without damages. If the foregoing is not the case, the deposit shall be utilized for cleanup or the payment of damages, with the owner or lessee responsible for the difference if any.
7. No pets are allowed in the pool area.

8. LANDSCAPING

1. Owners may be permitted to plant landscaping in the common elements only after approval is requested and received in writing in advance from the Board of Directors. No person other than an owner shall be permitted to seek approval and be permitted to plant landscaping in the common elements.
2. Any owner-installed landscaping (even if installed by a prior owner) must be maintained by the current owner. If the owner does not, the Association shall be entitled, with prior notice to the owner, to remove the landscaping without liability to the owner.
3. Only a Board approved hedge may be placed between driveways.
4. The front water hose must be kept on an attachment for a hose on the wall, to be kept off the walkway entrance and not in dirt.
5. Only brown Cypress or Eucalyptus mulch, not red, may be used.
6. No stones, pebbles, rocks or edging, plastic or other, may be placed in front of a unit. Trellises for landscaping shall be permitted only with prior written approval of the Board of Directors.

9 SIGNS

1. No signs of any type shall be maintained, kept or permitted on any part of the common elements or in or on any unit where same may be viewed from the common elements.
2. One portable, removable United States of America Flag may be displayed in a respectful way, but only if attached to the building.

10. ALTERATIONS

1. General No exterior alterations shall be permitted without the prior written approval of the Board of Directors of the Association. Any requests for an exterior alteration shall be accompanied by plans from a licensed Florida contractor.
2. Hurricane Shutters must be cream in color and must be of the permanent horizontal roll-up style, except that permanent accordion style shutters on sliding glass doors that cannot be seen from the front of the unit shall be permitted and must be cream in color. Removable shutters are also permitted only so long as they are installed no earlier than the issuance of a hurricane watch and must be removed no later than 10 days after the storm danger has passed.
3. Security light fixtures must be bronze or black in color.
4. Garage doors must be of the style prevailing in the condominium and must meet hurricane codes if replaced.
5. Satellite dishes. The only antennae and satellite dishes permitted shall be those that are protected by federal law. A satellite dish or antenna installation must be situated entirely within the boundaries of the Unit, or entirely within the limited common elements; the installation may be affixed to the boundaries of the unit or limited common elements.
6. Common Element Installations. The following types of installations are prohibited on the common elements: Patio extensions, patio tiles, decks, fencing and any installation which serves to enclose any portion of or which precludes other unit owners' use of common elements, except as follows:
 - (a) On Units 101 through 117: Fences along the extension of the side Unit boundaries to the boundary fence located behind the Unit shall be permitted, provided that each fence contains an unlocked gate and is of the shadowbox style.
 - (b) For Units 118 through 135: The second floor of the Unit may be extended such that the only use of the ground area is limited to installation of support posts, and provided that no ground floor area may be enclosed in any manner.

- (c) As to all Units, removable tiles may be placed in rear of Unit such that the existing patio slabs together with the removable tiles do not extend further than 10' from the end of the building wall.
- (b) Again, such permitted installations require the prior written approval from the Board of Directors as to design, style, color and other specifications as the Board shall reasonably determine.

11. OWNERS' MAINTENANCE

- (a) Owners are responsible for the maintenance, repair and replacement of all windows and doors, all screening including vent screens, glass or glass fixed to metal framing, exterior screens, all windows including metal and wood framing, exterior glass sliding doors and frames, casings and hardware.
- (b) Any alterations or improvements which were added by an owner, whether by a previous owner or not, which are not part of the original construction of the buildings are to be maintained by the owner of the unit whose owner, whether a previous owner or not, installed, the alteration or improvement. In the event of fences and/or gates between two units, both owners are jointly responsible.
- (c) Any building components which are the responsibility of the owner shall be maintained in quality condition at all times.

12. ASSESSMENTS

1. Any owner that is delinquent after fifteen (15) days from the due date of an assessment installment shall be responsible for the payment of a late fee of \$32.00 per month for each delinquent installment.
2. After the fifteenth day that an assessment installment is due, the Association shall provide the owner with a late notice of the assessment and late fee due and owing, providing the owner with a period of five (5) days to make payment. If the payment is not postmarked within the five day period, the collection account may be referred to the attorney for the Association for collection. Collection will result in the placement of a claim of lien and the filing of lien foreclosure proceedings. The owner shall be responsible for interest, costs and attorneys' fees, and any additional late fees, incident to the collection process.
3. Special assessments shall be paid as stipulated in the notice of assessment from the Board of Directors of the Association.

13. TRASH AND GARBAGE

1. Pick up is twice a week:
 - (a) Sunday Night: Brown Trash cans.
 - (b) Wednesday Night: Brown Trash cans & recycle bins
 - (c) Bulk Trash or large items are only to be put out for pick up on Wednesday at dusk on the pavement directly between the pool gate and vacant field on the north side of the property.
 - (d) Trash and garbage shall be placed out no earlier than dusk on the date of collection. Brown barrels and recycle bins are to be removed out of sight as soon as possible after pickup.

14. CLOTHES LINES

No clothes or clotheslines shall be visible from the common elements.

15. SALE AND LEASE

1. Any unit owner placing his or her unit for sale or lease must notify the Board in writing. The Association is permitted to adopt a form application for notification, with a copy of the contract for sale or lease and transfer fee of \$100.00 to be accompanied with the application. The Board of Directors shall be entitled to conduct an interview in person in connection with the application.
2. Please refer to Article XII.D of the Declaration of Condominium for additional provisions regarding the sale and lease of units.

16. HURRICANE PREPARATION

Each unit owner and occupant is responsible to prepare his/her unit for and during the hurricane season. If the owner or occupant is going to be away, he/she is responsible to remove any movable objects (furniture, plants, etc.) for his/her own protection as well as others in the Association.

17. GARAGES SALES

No Garage sales are permitted.

18. NO BUSINESS SOLICITATION.

No business solicitation is permitted on the common elements in the condominium.

19. NO PERSONAL PROPERTY EXPOSED TO PUBLIC VIEW

(a) No personal property, items that create an eye sore, trash, or containers of any sort belonging to a unit owner or such unit owner's invitee, lessee or quest shall be stored, placed or maintained in or on common elements or unit area exposed to public view. The board at its sole discretion shall decide which items create an eyesore and which items must be immediately removed.

(b) No toys, bicycles, tricycles, portable basketball courts or other such objects shall be stored or maintained in public view. The owner and its occupants may use these items but must they must be promptly put away and removed out of public view when not in use.

20. LEVY OF FINES FOR NONCOMPLIANCE BY UNIT OWNER

(a) Pursuant to F.S. 718.303 the association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

(b) The Fine Committee will consist of 3 unit owners (exclusive of board members) appointed by the board of directors. The committee will keep minutes at the hearing and the decision of the fine committee to either agree or disagree with the levy of a fine will be reported to the board of directors.

(c) Upon the board receiving the decision of the fine committee to levy the fine, the unit owner will be required to pay that fine to the association. The amount of the fine will be determined by the board of directors based on the severity and length of time the unit owner has failed to comply with the specific violation of the declaration, the association bylaws, or reasonable rules of the association.

It is the intention of the association by adding rule 20 that all residents will abide by the declaration, the association bylaws, or reasonable rules & regulations of the association and promptly correct any violation when it is brought to their attention.

**ADOPTED by the Board of Directors on the 1st Day of June 2017
VISTA DEL LAGO CONDOMINIUM, INC.**