

Vizcaya of Bradenton Condominium Association, Inc.
6101 34th Street, West Bradenton, FL 34210

RULES & REGULATIONS

REVISED 02/21/2024

Vizcaya Unit Owners

Condominium living is designed to create a lifestyle where joint ownership of property promotes the common welfare.

The mission of a condominium association Board of Directors is to promote harmony for the majority of Unit Owners by performing its legal and fiscal responsibilities, by ensuring adequate maintenance of the entire property, by ensuring the structural and architectural integrity of the community, and by establishing fair and consistent policies, including **Rules and Regulations**.

These Rules and Regulations have been written to respect personal freedom while protecting the freedom of others living around you. These **Rules and Regulations**, however, do require some compromises of individual rights.

To achieve residential harmony, you must know and abide by the Rules and Regulations which govern us: **The Declaration of Condominium, Bylaws, Articles of Incorporation, Vizcaya Rules and Regulations** and all other Federal, State, and local laws.

Please read the **Vizcaya Rules and Regulations** carefully to ensure your maximum comfort and happiness here and to be aware of your responsibilities as a Unit Owner as well as a member of this condominium association.

You, the Unit Owner, are ultimately responsible for the conduct of your occupants, your tenants, and your guests in Vizcaya. Please also review these **Rules and Regulations** with them. They, too, are required to observe these **Rules and Regulations**.

If you have any questions about what is or is not permitted, please consult these **Rules and Regulations**, our **Declaration of Condominium**, and/or the Office Manager or CAM.

Your Board of Directors

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Forms Appendix

These office forms help residents meet their obligation and are included

- While an Owner or Tenant Is Away for 7 Days or more
- Suggested unit Check List for While You Are Away 7 Days or More
- Authorization for Resident Directory Listing & Email Notifications
- Owners, Tenants & Guests – Vehicle Registration Form
- Manatee County Building & Development Department Permit and License Requirements (*2018 County requirements for repairs & renovations: (Owners should confirm current requirements)*)

Additional resident forms are available in the CAM's Office or on Vizcaya Website

- Architectural Review Application (*for renovations to your unit*)
- Courtyard Renovations Request (*if all four owners in a courtyard wish to plan and pay for their courtyard renovation, permission is needed*)
- Dog and Cat Registration
- Key Storage and Release Form
- Mailing Contact Change Form (*for seasonal residents as well as those moving*)
- Notification of Guest when Owner Will Not Be Present
- Parking Space Authorization (*owners permit another to use their parking space*)

Vizcaya Policies

Vizcaya Board of Director Policies are available in the office Policy Binder and on the website, vizcayaofbradenton.com/About/Policies

- Background Check Policy for Potential Employees
- Committee Guidelines Policy
- Delinquent Assessment Policy
- Internal Financial Controls Policy
- Vizcaya Liaison Policy

SECTION I. Occupancy

(Ref. Declaration of Condominium, Article VI. General Restrictions)

- A Each Unit shall be used only as a residence.
- B A Unit Owner shall not receive money, goods, services, time- share exchange or other consideration from Guests for the use of his/her Unit.
- C All permanent occupants must be registered with the Association (See Unit Owner/Occupant Data Base Form in the Association Office.)
- D All Unit Owners must carry current HO6 Insurance. A copy of the Declaration page must be on file with the Association and be updated annually.

E Definitions:

1. Owner

An Owner is a person with his/her name on the deed to the unit.

2. Non-Owner Occupant

A Non-Owner occupant is a person who is a registered resident.

- a. A Non-Owner occupant is bound by the same Vizcaya Rules and Regulations and by the same Declaration of Condominium/Bylaws/Articles of Incorporation as an Owner.
- b. A Non-Owner occupant does not have voting rights.

3. Tenant

A tenant is a person or persons who has/have signed a one-year lease according to all the provisions cited in **Section X. Leases.**

- a. A tenant is bound by the same **Vizcaya Rules and Regulations** and by the same **Declaration of Condominium/Bylaws/ Articles of Incorporation** as an Owner.
- b. A tenant does not have voting rights.

4. Guest

A Guest is a person who has a residence elsewhere and is temporarily occupying a Unit without payment of any consideration to the Unit Owner.

- a. A Guest is bound by the Vizcaya Rules and Regulations and by the same Declaration of Condominium/Bylaws/Articles of Incorporation as an Owner.
- b. A guest does not have voting rights.

- F. No more than four (4) persons shall occupy a two-bedroom Unit and no more than six (6) persons shall occupy a three-bedroom Unit.
 - G. An exception to F. above: More than four (4) persons may occupy a two- bedroom Unit only for up to fourteen (14) days during a calendar year and more than six persons may occupy a three-bedroom Unit only for up to fourteen (14) days during a calendar year.
 - H. There shall be no limit to the length of time a guest(s) may occupy a Unit when the Unit Owner/non-owner occupant or tenant is present (Subject to Occupancy Limitations above and in the Declaration of Condominium).
 - I. Guests shall not occupy a Unit for more than fourteen (14) days during the calendar year when the Owner is not present. Tenants shall not permit anyone not included in the lease to occupy the Unit in their absence.
 - J. Persons under the age of eighteen (18) shall not occupy a Unit unless the Unit is also occupied by at least one (1) person over the age of eighteen (18) who agrees to be responsible for the conduct of the person who is under the age of eighteen (18).
 - K. Persons under the age of eighteen (18) shall not be Guests in a Unit unless the Unit is also occupied by at least one (1) person over the age of eighteen (18) who agrees to be responsible for the conduct of the Guest who is under the age of eighteen (18).
 - L. The Owner or tenant of the Unit shall be responsible for the conduct of Guests occupying the Unit.
- M. Registration Requirements:**
1. A Unit Owner, non-owner resident or tenant/lessee wishing to have a guest(s) stay for two days or more, **while the Owner is present**, must assure that guests register their vehicle under rule Section IV, A. 4 in the Association Office.
BOD Approval: February 27, 2020
 2. A Unit Owner wishing to have a guest(s) use his/her Unit during his/her absence must file a **Notification of Guests When Owner Will Not Be Present** form in the Association Office prior to the arrival of guest(s). This form must also be signed by the guest(s) as soon as possible after arrival.
 3. Requests for special exemptions to any guest occupancy restrictions may be presented in writing to the Association Manager for approval before the arrival of the guest(s).

SECTION II. General Restrictions

(Ref. Declaration of Condominium, Article VI. General Restrictions)

- A Second floor Units must be fully carpeted; only kitchens, baths, entrance foyers and porches (lanais) are exempt from this requirement. All flooring, including tile, in second floor Units must be sub-layered with appropriate sound-reducing material (i.e., padding, cork, etc.). Installation of any flooring other than carpet in the kitchen, bathrooms, entrance foyer, or porch (lanai) of a second-floor Unit must receive prior written approval of the Board before any work is begun.
- B Unit Owners may not install tile or any other material on balconies, entryways, lanais or patios without specific prior written approval by the Board of Directors.
- C Front Entry Door**
- 1 Unit Owners may not paint, add to or in any way change those balconies, entryways, or patios without specific prior written approval by the Board of Directors.
 - 2 Owners may use the following Board-approved paint colors on unit front- entry steel doors: Traditional Brown (the original Vizcaya unit door color), Espresso Brown, Black, Awning Maroon, Racing Green, and Facade Cream in either a satin, semi-gloss, or gloss finish. The stated colors are specially formulated and available only from Florida Paints at 5203 Cortez Road West, Bradenton, FL 34210 (at Cortez Road and 52nd Street West) which maintains this approved list of colors for Vizcaya of Bradenton. A color chart is available at Florida Paints and in the Manager's Office for viewing.
 - 3 Owners seeking to completely replace unit front entry doors with doors that include glass inserts must first seek approval from the Architectural Review Committee and the Board of Directors which may withhold such approval in its reasonable discretion. Such new doors with glass inserts must use darker shades of wood grain or any of the above approved colors in the area surrounding the door's non- tinted glassinserts.
 - 4 Owners seeking to have glass inserts placed into the unit's existing steel entry door must first seek approval from the Board of Directors, which may withhold such approval in its reasonable discretion, and may use any of the above approved colors surrounding the door's non-tinted glass insert.
 - 5 When new entry doors are installed or inserts are placed into existing steel doors, the owner becomes responsible for the unit entry door under Rule XIV D. 2, below.
BOD Approval: February 27, 2020

- D. Plans for any enclosures of porches (lanais) and/or exterior changes must be submitted to the Board of Directors in writing and written Board of Directors approval must be received before any work may begin. If required by law, building permits are the Unit Owner's responsibility and must be obtained and properly displayed. The Unit Owner must follow provisions of the law when selecting contractor(s). The Association shall be indemnified and held harmless for all work contracted for by Unit Owners.
- E. No whirlpool tubs, hot tubs, Jacuzzis, or similar equipment requiring the use of a motor shall be installed in a second-floor Unit.
- F. No Unit may be used for purposes which generate traffic, or which may interfere with neighbors' rights to privacy and quiet or which may use Association resources such as, but not limited to, water, pool, or spa.
- G. Solicitation, peddling, or commercial estate sales are forbidden on condominium property. Neither the exercise of free speech during the Vizcaya Board of Directors annual election cycle nor the owners' rights to petition the Board of Directors are prohibited by this bar on solicitation. Commercial estate sales are those conducted at Vizcaya by commercial agents who control such sales and collect a fee for conducting them.
BOD Approval: April 15, 2019
- H. No Unit occupant may interfere with the rights of other occupants by unreasonable, excessive, or disturbing noises that exceed any City or County Ordinance.
- I. Construction projects in or about Units are prohibited on Sunday and on the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day Veterans Day, Thanksgiving Day, and Christmas Day, unless such work is necessary to correct an emergency situation.
- J. No Unit Owner construction project may begin before 8:00 a.m. and must be completed for the day by 6:00 p.m. except as necessary to correct an emergency situation.
- K. No Unit occupant shall interfere with an Association employee, or any contractor, subcontractor or worker hired by the Association in the performance of his/her assigned duties. No Unit Owner shall in any manner interfere with any government inspectors, including but not limited to, Manatee building inspectors. Comments, observations, or complaints must be made directly to the Manager in the form of a workorder.
- L. Any truck over forty (40) feet must be scheduled to arrive and depart during Vizcaya of Bradenton Condominium Association business hours. The Manager must be present to direct trucks. Damage to vegetation or to the Common Elements caused by any truck will be the Unit Owner's financial responsibility for restoration and/or repair.

SECTION III. Pets

(Ref. Declaration of Condominium, Article VI. General Restrictions)

- A. The only pets required to be registered on the Condominium Property shall be cats and dogs.
- B. The occupants of a Unit shall have no more than a total of two cats and/or dogs; the combined weight at maturity of which shall not exceed twenty-five (25) pounds. Service animals for the disabled are the only exception to the weight rule.
- C. A cat or dog shall not be brought on the Condominium Property until the animal has been register with the Association. However, pets owned by Guests (as defined in the declaration, Article VI.6 hereof) are not required to be registered The information required to register an animal shall be established pursuant to rules and regulations adopted by the Board which shall specifically include the breed of the animal, the current weight of mature animals, and the projected weight of animals which have not reached maturity, as determined in accordance with the provisions hereof. Pets owned by Guest shall be subject to all of the provisions of this Article VI.4(a) except registration, specifically including the weight limitations. However, the combined weight of pets owned by occupants of a Unit and Guest of that Unit may exceed 25 pounds, provided the total weight of all pets in a Unit does not exceed 50 pounds.
- D. All cats and dogs must either be on a leash or carried when outside aUnit.
- E. No pets are allowed in the Clubhouse or the pool area or in the Office of the Manager with the exception only of service animals.
- F. All cats and dogs must have current vaccinations and must wear current vaccination tags at all times when outside the Unit.
- G. Pet owners must immediately remove pet waste from the Common and Limited Common Elements. Pet waste must be picked up, bagged, and disposed of in a sanitary manner in the Association-provided garbage can. Pet waste shall not be deposited in dumpsters, storm sewers, or trash cans designated for landscape use.
- H. Each Unit Owner shall be responsible for assuring that the occupants and Guests of the Unit fully comply with Pet rules and regulations. If a pet or pets create a nuisance and/or make unreasonable noises, the pet owner will be required to remove the pet(s) from Condominiumproperty.

SECTION IV. Vehicles and Parking

(Ref. Declaration of Condominium, Article VII. Vehicles and Parking)

A. Registration of Vehicles:

- 1.** All operational motor vehicles on the Condominium Property must have a current license plate and must be registered with the Association (**See Vehicle Registration Form**).
- 2.** The Manager must be notified of vehicle or license plate changes.
- 3.** One Vizcaya identification sticker must be visibly displayed on the lower left rear window of all Unit Owner, occupant, and/or tenant vehicles.
- 4.** Guest vehicles on Condominium Property for two days or more must be registered with the Association. Such vehicles must also display a Vizcaya guest parking permit. Guest parking permits are available in the Association Office.
- 5.** Inoperable vehicles, vehicles without license plates and vehicles without Vizcaya identification stickers or a guest parking permit must not be parked on Condominium Property.
- 6.** Vehicles not in compliance with registration rules and regulations will be towed at the owner's expense.

B. Parking in Carports and Guest Parking Spaces:

- 1.** Carport and guest parking spaces are reserved for private, non-commercial passenger vehicles, i.e., cars, minivans, and SUV's.
- 2.** Any vehicle that infringes on adjacent carport/guest parking spaces must be parked in the oversize vehicle parking area. A vehicle may not intrude on the sidewalk or exceed the road-side end pillar of the carport by six (6) inches.
- 3.** Trucks, including pickup trucks, trailers of any type, oversize vans, mobile homes, motor homes, campers, watercraft, other recreational vehicles, and bicycles may not be parked overnight in carports or in guest parking spaces.
- 4.** A Unit Owner may give written permission to another Unit Owner or occupant to park in the Unit Owner's assigned parking space. If more than one person owns the Unit, each owner must sign to give permission. This written permission must be on file with the Association. (**See Parking Space Authorization Form**)

C. Parking in the Oversize Parking Area:

1. Long-term Parking

- a. Any Unit Owner or occupant owning an oversize vehicle must park the vehicle overnight in the oversize parking area.
- b. Any Unit Owner or occupant with more than two (2) legally- registered vehicles must park the additional vehicle(s) in the oversize parking area. The Unit Owner or occupant must notify the Association Office that the additional vehicle(s) is/are using these alternative parking spaces.
- c. Any motor vehicle belonging to an occupant of a Unit in Buildings 21, 22, 23, or 24 which is not being used or is going to be left unattended for seven (7) consecutive days or longer must be parked in the carport assigned to the occupant's Unit or in the oversize parking area. (Also, see B.4.)

2. Short-term Parking

- a. Vehicles belonging to guests of residents, such as, but not limited to, trucks, including pickup trucks, trailers, oversize vans, mobile homes, motor homes, campers, recreational vehicles, and watercraft may only be parked in the oversize parking area. The Unit Owner or occupant must notify the Association Office that such vehicle is parked in the oversize parking area and must get a guest parking permit.
- b. Pickup trucks belonging to guests of residents may be parked in the oversize parking area for a maximum of seven (7) days. The Unit Owner or occupant must get a guest parking permit on the day of arrival from the Association Office.

3. Shipping Containers (POD Like)

- a. The Association restricts the dropping of shipping containers (POD Like) to a maximum of seventy-two (72) hours, allowing such container to take up no more than three (3) parking spaces in the overflow parking area, and clarify with the Association Office that such container is for moving purposes only, not for contractors.

D. Unattended Vehicles:

1. A motor vehicle may not be left unattended on Condominium Property for more than seven (7) consecutive days unless a key to the vehicle is in the Association Office or occupant of another unit owner. A form must be filed in the Association Office.
2. If the battery of an unattended vehicle is disconnected, the Manager must be notified. Failure to notify may result in the vehicle being towed at the owner's expense.
3. Vehicles not owned by Vizcaya Unit Owners or occupants may not be stored on Vizcaya property.

E. General Vehicle Restrictions:

1. Motorbikes, motorcycles, and mopeds shall not be operated on Condominium Property at any time. All motorbikes, motorcycles, scooters, or mopeds licensed for use on public roads whether electric or fuel-propelled are not permitted within the Community at any time. An electric mobility scooter that acts as a mobility aid equivalent to a wheelchair is not included in these definitions and not governed by this rule.

These motorcycles, motorbikes, scooters, and mopeds whether electric or fuel-propelled are not allowed to park or to be stored in the oversize parking area at any time.

2. Living in any vehicle on Condominium Property is prohibited.
3. No vehicle shall be parked on the Common Elements except in designated spaces.
4. Vehicles used in the maintenance of the Condominium property must be parked in the

oversize parking area.

5. Vizcaya-owned maintenance vehicles must be parked within the Maintenance areas.
6. Commercial vehicles shall only be permitted on the Condominium Property in use for repair, replacement, maintenance, or improvement of a Unit or of the Common Elements or the Limited Common Elements. A commercial vehicle shall include any vehicle which has a sign or other business information on the exterior of the vehicle, including temporary signs or which is otherwise evidently used for commercial purposes, including but not limited to ladders or toolboxes.
7. Backing into parking spaces is prohibited.
8. Motor vehicles which have altered exhaust systems, or which otherwise produce excessive noise are prohibited on Condominium Property.
9. All motor vehicles must be kept in safe working conditions.
10. Any vehicle with a fluid leak must be promptly repaired. Any damage to the parking areas or other Common Elements caused by fluids leaking from a motor vehicle must be repaired at the sole cost of the Unit Owner who caused, or whose occupant, tenant or guest caused, the damage.
11. Washing vehicles on Condominium Property is permitted. However, any damage caused to the Common Elements by detergents, solvents or chemicals shall be repaired at the sole cost of the Unit Owner who caused, or whose occupant, tenant or guest caused the damage.
12. Performing maintenance on vehicles is not permitted on Condominium Property.
13. Bicycles may be parked in the oversize/recreational vehicle parking area and in bike racks supplied by Association, in Owner's Entryways to Units, in Privacy Gardens, and in Storage Units during the day and overnight but must not be parked or stored in carports, in guest parking spaces, in the Guard House, or on any other Common Elements with the exception of up to 2 hours parking in courtyards.

BOD Approval: January 26, 2023

SECTION V. Appearance

(Ref. Declaration of Condominium, Article V. Maintenance and Improvements)

A. Association Plantings:

1. Association plantings are not the property of individual Unit residents and may not be added to or otherwise altered anywhere on the Condominium Property without prior written permission from the Board of Directors.
2. Notwithstanding A.1 above, first-floor Unit Owners may plant plants (excluding fruit trees and vegetable plants) within the Unit Owner's privacy garden, provided such plants do not create a nuisance, structural damage to buildings or walls, or a health hazard to residents, to the Common Elements or to another Unit.

B. Association Utility Systems:

Tampering with or readjusting Association utility systems such as, but not limited to, irrigation, timers, electrical controls, and/or pool heaters, is prohibited.

C. Privacy Gardens:

1. Unit Owner Responsibilities

- a. Except as outlined in the Declaration of Condominium Section 5.2 (e), which states the Association will maintain, repair, and replace the irrigation system, first floor Unit Owners are responsible for the landscaping, maintenance, and replacement of all plants, trees, and bushes in

the Limited Common Elements known as "Privacy Gardens" which adjoin the Unit. Unit owner is responsible for trimming owner installed plantings in the privacy garden for Association scheduled painting activities.

- b. A first-floor unit owner is responsible for reimbursing the Association for the amount per tree charged by the Association's vendor annually for trimming each palm over 20 feet and any other trees in the privacy garden over 20 feet tall. The Association Manager will send a bill to each owner affected when the annual trimming occurs.

BOD Approved: January 27, 2022

- c. First-floor Unit Owners must obtain prior written approval from the Board of Directors or its designee before planting any perennial plants, trees, or bushes in the Limited Common Elements known as "Privacy Gardens" which adjoin the Unit.
- d. Planting of vegetables and fruit trees in "Privacy Gardens" is prohibited.
- e. First-floor Unit Owners must obtain prior written approval from the Board of Directors or its designee before making any changes, alterations or improvements to the ground, slope, drainage, cement porch or any other landscaping or material changes in the Limited Common Elements known as "Privacy Gardens."
- f. First-floor Unit Owners shall do nothing in the Limited Common Elements known as "Privacy Gardens" which may infringe or negatively affect the health or welfare of Association members or the safety of the Condominium Property or Units.

2 Association Responsibilities

The Association is responsible for the maintenance, repair, and replacement of the underground irrigation and/or drainage system.

D. Personal Plantings in Courtyards:

- 1. Unit Owners, occupants or tenants may plant annuals in available ground areas inside courtyards, between courtyards and the road, in privacy gardens, and in flower boxes once prior written approval by the Board is on file for the building and Unit Owner at the Association Office in compliance with the Declaration of Condominium. Unit owners, occupants, or tenants must have prior written approval by Management to apply mulch.
 - a. Unit Owners, occupants or tenants must maintain personal plantings. Dead plants must be promptly removed and placed in receptacles provided for plant debris. If plants are not maintained, the Association may remove them.
 - b. Plants must not interfere with the ability of the landscape service to perform its duties.
 - c. The Association is not liable for personal plants.
- 2. Unit Owners, occupants or tenants may plant annuals or greenery in pots in courtyards within the following restrictions:
 - a. Unit Owners, occupants or tenants must personally and quickly remove or arrange to have moved their potted plants or greenery during named tropical storms or hurricane warnings. The Association shall not be responsible for any damage caused by potted plants or greenery.
 - b. Unit Owners, occupants or tenants must maintain all personal plantings. Dead plants must be promptly removed and placed in receptacles provided for plant debris. If plants are not maintained, the Association may remove them.

- c. As fire regulations require a clear path of thirty-six (36) inches to the entrance of each dwelling, the Association requires pots to be limited to eight pots for each courtyard, each pot no larger than 7 gallons only. Pots may be placed:
 1. On the short wall surrounding the center semi-circular bed in rear of the courtyard.
 2. In the 2 side areas, not on a direct path to the door of the downstairs units.
 3. At the entrance to the courtyard one pot may be placed on each side.
 4. All pots must not present a safety hazard or obstruct passage to units, stairs or fire equipment in the courtyards.
 5. The owners/residents of a courtyard will agree on ownership and allocation of pots in a courtyard and communicate that determination to the Association Office.
 6. Any disputes about pots in a courtyard will be subject to arbitration by the Landscape Committee and the Property Manager.
3. Artificial plants are not permitted on Common Elements or in the courtyards. Upstairs window boxes may contain only live annuals or silk flowers in natural colors or live or artificial greenery. Faded artificial flowers or greenery must be removed.
4. Baskets of live plants may hang on the wrought-iron brackets above the arches outside downstairs Unit entrances.
5. Although it is the Association's responsibility to replace dead perennials in courtyards, Unit Owners, occupants, or tenants may replace dead perennials in courtyards after the Association has approved, in writing, such replacement plants. These approved plantings become Association property and shall be maintained by the Association.
6. If the Association receives written complaint by a Unit Owner, occupant or tenant concerning an item placed in his/her courtyard, the Association may require removal of that item.
7. No Unit Owner, occupant or tenant shall allow any hazardous, unsanitary, or unsightly items to remain in any Common or Limited Common Element.

E. Personal Plantings Outside Courtyards:

1. Unit Owners, occupants or tenants may plant annuals in other areas of the condominium Property only with prior written approval by the Manager.
2. Plants in pots may be placed outside the courtyards only with prior written approval by the Manager.
3. Unit Owners, occupants or tenants must maintain all personal plantings. Dead plants must be promptly removed and placed in receptacles provided for plant debris. If plants are not maintained, the Association may remove them.
4. Unit Owners, occupants or tenants must remove or arrange to have moved any potted plants during named tropical storms or hurricane warnings. The Association shall not be responsible for any damage caused by potted plants.
5. Unit Owners, occupants, or tenants must have prior written approval by the Manager to apply mulch.

F. Furniture:

Furniture of any kind is not permitted on Common Elements, including courtyards, or on stairways and landings.

G. Statues or Other Yard Ornaments:

Unit Owners, occupants or tenants may not place statues or other yard ornaments on the Common Elements or courtyards, stairways, and landings. (**See Section V.L; below:**)

H. Signs, Banners, Flags:

1. The American Flag may be displayed in public view in accordance with accepted standards and Florida Statutes for American Flag display. Unit Owners may make a written request to the Board to install a flagstaff support no larger than 4 inches by 4 inches attached to the wall of the courtyard (common element) where their unit is located. On relocation or sale of the unit, the owner support must be removed from the courtyard wall.
2. On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day, a portable, removable official flag, four and one-half feet by six feet (4 1/2'x6') may be respectfully displayed which represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard.
3. All personal or political signs, banners and/or flags may not be displayed in public view. Such items may be displayed inside Unit entryways.
4. Building permits, if required by law or by Board of Directors approval, must be displayed during construction.
5. The Association may post signs and notices which provide identification, directions and/or information, such as but not limited to speed signs, towing notices, agendas, and real estate listings.

I. For Sale and Open House Signs:

1. Open House and For Sale signs may be posted on Condominium Property; however, these signs must be temporary and be posted only on the day the Open House is being conducted by the listing Agent or the Unit Owner and must be promptly removed at the conclusion of the Open House. The listing Agent or his/her designee or the Unit Owner must be present during the Open House.
2. Realty Agents must obtain a three-digit code from the Manager to conduct an Open House. This three-digit code is not a Vizcaya access gate code.

J. Gate Codes:

Each Unit Owner, occupant or tenant will receive a four-digit personal access code that will change with each new owner/tenant. A Unit Owner, occupant or tenant may apply to the Association Office for a temporary vendor 4-digit personal access code for a vendor hired by the authorized individual. The codes will be active only for the dates of the defined period requested. At the end of that defined period, the code will be deactivated/removed from the Association's system.

K. Unsightly Items:

Unsightly items such as, but not limited to, laundry, towels, rugs, car floor mats, cleaning cloths, swimsuits, clothes racks, or clotheslines may not be in public view.

L. Holiday Decorations:

1. December holiday decorations may be displayed on doors, in windows, in planters, on balconies and on light posts and railings during the period when the exterior Association decorations for the holidays are displayed and/or between the dates of December 1 and January 6.
2. Decorations for other holidays and observances may be displayed only for a maximum of two weeks.

M. Window Treatments:

1. All window or sliding door treatments visible from the exterior of a Unit must be white, ivory, or light beige.
2. Windows may be tinted only with prior written Board of Directors approval using a tint that meets established requirements.
3. No light-reflective materials may be placed on any window or sliding door.

N. Antenna, Aerial or Satellite Receiving Dish:

No antenna, aerial, satellite receiving dish, or other similar receiving apparatus whatsoever shall be placed, maintained, or constructed on the Common Elements or outside the boundaries of a Unit or the Limited Common Elements belonging to a Unit except upon prior written Board of Directors approval.

O. Windows, Screens and Front Doors:

Broken windows, torn screens and/or damaged front doors must be repaired immediately by the Unit Owner at his/her expense. Occupants are responsible for cleaning glass and vinyl windows and doors.

P. Storage:

Storage of personal items, including toys, is prohibited on Common Elements, with exceptions only for exercise mats and weights which must be stored in the Exercise Room and for watering hoses which may be stored in courtyards.

Q. Hurricane Protection:

Unit Owners may install hurricane protection features only upon prior written approval by the Board of Directors and only, at a minimum, according to the Association's duly adopted hurricane protection specifications. Any installations must comply with the current Florida Building Code.

SECTION VI. Sanitation

- A. Feeding any wildlife, including fish and birds, anywhere on the Condominium Property, including privacy gardens, is prohibited.
- B. The Association provides garbage cans in the garbage cribs for non- recyclable garbage. An open container outside each garbage crib is for yard waste only.
- C. All non-recyclable garbage must be contained in securely tied plastic bags and placed in the Association-provided garbage cans in the garbage crib. No bagged garbage may be left outside the garbage cans or the garbage crib.
- D. Policy and Procedures for volunteer use of recyclable containers:
 1. Recyclable containers are provided by Waste-Pro.
 2. Waste-Pro will empty the containers once a week on Mondays.
 3. Recyclable containers will be stored in the Maintenance Yard.
 4. Recyclable containers will be available to residents Monday through Friday from 8:00am until 3:00pm when the Maintenance Yard gate is open. Residents must not leave bagged or unbagged recyclable materials outside the gate at any time. Residents must not toss recyclable materials over the Maintenance Yard fence under any circumstances.
- E. County Regulations for Recycling and Waste Disposal
Current acceptable recycling materials, acceptable methods of household waste, furniture disposal, consumer electronic equipment disposal and appliance/white goods disposal information can be found online at

www.mymanatee.org.

To access the current regulations, follow the links for Garbage for the current available information. If you do not have access to a computer or are not on-line, please ask the Association Office for a print-out of the current recycling and hazardous waste disposal regulations for Manatee County. You may also call the Manatee County at 941.792.8811.

- F. Burning or burying of any materials or animals on Condominium Property, including all Limited Common Elements, is prohibited.
- G. Unit occupants and guests must not litter (i.e., cigarette butts, tissues, cans, food wrappers). Pet waste must be bagged and placed in the lidded Association trash containers in the garbage cribs.

SECTION VII. Safety

- A. Hurricane Protection and Installation Specifications – Unit owners may voluntarily install interior hurricane protection under the following conditions after filling an Architectural Review Committee (ARC) application and receiving written Board of Directors approval.
 - 1. Owners may install fabric hurricane shades (aka “hurricane shields”) or metal hurricane protection devices anywhere within the interior of their units. According to the Manatee County Building Department, since our buildings are under 33 feet in height, pull-down fabric hurricane shades and fabric shields can protect against entry of small missiles projectiles into the units.
 - 2. Hurricane protection devices must contain a Florida State Product Approval Number (FL#s), required by Manatee County Building Department.
 - 3. Contractors installing interior hurricane protection devices must secure a permit from the Manatee County Building Department before installation demonstrating that the hurricane protection device carries a Florida State Product Approval Number (FL#s) among other permit requirements.
 - 4. Interior hurricane protection devices that are visible from the outside when installed, or when in use, must be white or beige.
 - 5. ARC application must identify the contractor’s insurance and license, required permits, Florida State Product Approval Number (FL#s), color of device, and contain a drawing or picture of the proposed installation.
 - 6. Owners with no interior sliders between the lanai and the dining area, living room, or master bedroom are not required to install hurricane protection devices where such sliders were removed or will be removed in the future. (See interior Slider Removal Requirements in Rule VII B). However, interior hurricane protection devices are highly recommended when there are no interior sliders in these areas to protect owner’s interior spaces and goods. Even where interior sliders exist in these areas, hurricane protection devices are advisable.
BOD Approval: December 9, 2021
- B. Removal of Interior Sliders between the Lanai and Dining Area, Living Room, or Master Bedroom.
 - 1. According to the Manatee County Building Department, the Florida Building Code, and the Florida Energy Conservation Code in effect since 2002, if an owner seeks to remove interior sliders between the lanai and the adjacent living space in the dining area, living room or master bedroom, the lanai becomes living space and owners must comply with the following Manatee County Requirements.
 - A. Insulate the lanai floor, lanai ceiling, the wall between the lanai and the laundry room (laundry room interior walls need not be insulated); and
 - B. Use Manatee County Building Department code-compliant insulation; and
 - C. Bring outside lanai sliders and screens into compliance with current Florida Energy Conservation Code requirements that include using materials with Florida State Product Approval Numbers (FL#s); and installing double-pane impact-related tempered glass sliders *(acrylic sliders, vinyl sliders, 3M film, and single-pane tempered glass sliders do not comply).
**Since double-pane impact-rated tempered glass sliders can weight between 100 to 400 pounds per single 8 x 4-foot slider depending on the manufacturer, significant questions arise about acceptable weight load on second floor lanais structures. Weight load analysis of County-required sliders, including those with the lowest*

weight, is essential to any Board approval.

2. Owners seeking removal of interior sliders between the lanai and dining area, living room, or master bedroom must file an application with Vizcaya's Archite4ctural Review Committee (ARC) and seek approval from the Board of Directors which may be withheld in the Board's reasonable discretion. Owner applications must also include an engineer's evaluation of acceptable weight load of the County-required outside double-pane lanai sliders and specify other materials needed to comply with the Manatee County and Florida Building Codes and the Florida Energy Conservation Code.

- A. Owners removing these sliders must use only insured and licensed contractor and secure permits where requires by the State of Florida and Manatee County Building Codes.
- B. Owners need not install hurricane protection devices on the rear of the lanai between the lanai and the dining area, living room, or master bedroom when the interior sliders are removed under this section, but such protection is highly recommended in that area to

protect owner's interior space and goods. (See Rule VII A).

- C. Owners who removed interior sliders between the lanai and the dining area, living room, or master bedroom prior to 2002 are not required to meet the above provisions.
- D. Owners with no interior sliders between the lanai and the dining area, living room, or master bedroom, or owners seeking to remove them in the future, are advised to check with their HO 6 home insurer regarding coverage issues on the lanais living space.

BOD Approval: December 9, 2021

- C. The **15 MPH** speed limit must be observed on all Condominium Property roads. A car backing out of a carport or guest parking, or the oversize parking area does not have the right of way.
- D. Roadways adjacent to Buildings 2 and 18 are designated by signs as **ONE-WAY** entries to the Condominium Property. These signs and all **STOP** signs must be strictly observed.
- E. 1. Only electric portable grills with 200 square inches of cooking area or less may be used and/or stored on the following Limited Common Elements: Wood Porches, Balconies, Patios, and in Privacy Gardens. No grills of any kind or size shall be used or stored on Common Elements. (*Exception: The Vizcaya Social Committee must follow National Fire Protection Association requirements regarding use and storage of grills, heaters, and propane tanks.*) Code is established by the National Fire Protection Association the Florida Fire Protection Codes and interpreted by Cedar Hammock Fire Control District.

2. No grills of any kind, other than the above cited electric grills, shall be used or stored within the Owner's Unit, which includes the Lanai.
BOD Approval of Section E: April 1, 2019
- F. No Unit occupant shall allow anything to remain in the Common Elements or Limited Common Elements which is hazardous.
- G. Common and Limited Common Elements, including courtyards and entries, must be kept free from obstructions which might impede fire and EMS crews. Cedar Hammock Fire Department regulations require a clearance of a minimum of thirty-six (36") inches.
- H. No recreational objects including, but not limited to, bicycles, tricycles, or toys may be left or stored on Common Elements.
- I. No objects of any kind may be kept on stairways and landings, including, but not limited to, potted plants and furniture unless having 36" clearance.
- J. Plants in pots, ornaments or any moveable objects are prohibited on upper balcony railings.
- K. Umbrellas are not allowed on upper balconies.

- L. If a Unit is to be left unoccupied for more than seven (7) days, all furniture, and umbrellas on first floor open Patios and Privacy Gardens must be moved inside the Unit. All potted plants, ornaments, or other objects must be removed from balconies, wood porches, and privacy gardens
- M. Live Christmas trees are prohibited within Units.
- N. Fishing, swimming and boating are prohibited in all four lakes. These lakes are not required to be fenced nor in any way enclosed. An adult must accompany any child under age fourteen (14) and must assume responsibility for the child's safety in the areas around the lakes.
- O. A key for each Unit must be on file in the Association Office. The Unit Owner may authorize "for emergency use only". If the Unit Owner fails or refuses to provide a key to the Unit, the Unit Owner is responsible for any damage caused by the Association or its agent in entering the Unit.
- P. Residents shall apply to the Association Office for a temporary vendor 4- digit access code as needed for their unit. This access code will be active only for dates of the defined period requested. No owner shall give his/her personal security gate code to any other person. No resident whether owner, guest or tenant shall admit any person through the gate who is not known to them or visiting that individual.
- Q. Recommendations for closing a Unit for an extended period and for both hurricane safety preparation and evacuation procedures are available in the Association Office.

SECTION VIII. Clubhouse

A. General Use:

1. The Manager supervises the operation of the Clubhouse.
2. The Manager, with the Social Committee, coordinates social and recreational use, determines priority of use, and maintains a calendar of events. Board of Directors meetings have priority over all other Clubhouse uses.
3. The Clubhouse is available for use from Sunrise until 11:00 p.m. If persons are in the Clubhouse after 11:00 p.m., call the Sheriff's Office, 747-3011.
4. The outside upper deck and stairways are not to be used.
5. Clubhouse facilities and equipment are for use of residents and guests, as space permits. Guests not in residence at Vizcaya must be in the company of an adult resident. Children under fourteen (14) must be accompanied by an adult. Residents must be responsible for facilities and equipment used by themselves and guests.
6. The wide-screen HDTV in the Clubhouse Great Room is not for personal use.
7. HDTV use must be scheduled with the Social Committee and the Manager. Events using the HDTV must be posted on Channel 732 and be open to all Vizcaya residents.
8. The wide-screen HDTV must not be removed from the Clubhouse Great Room.
9. Removal of equipment or furnishings from the Clubhouse for personal use is not allowed.
10. Persons using the saunas must do so in a responsible manner. No one under fourteen (14) may use the saunas.
11. No one under fourteen (14) may use the exercise room equipment. Non-resident guests using the equipment must be accompanied by an adult resident. Supportive footwear must be worn while using the equipment. Bare feet are not allowed. Persons using the exercise equipment must do so in a responsible manner. Users must follow posted rules regarding the exercise equipment.

12. Clubhouse doors must be locked when the Clubhouse is not in use. All exterior doors must be closed and locked when leaving.
13. Street clothing or a swimsuit cover-up and footwear are required in the Clubhouse Great Room, including the Upstairs areas.
14. Nudity outside the Clubhouse shower area is not allowed.
15. The floor outside the shower area must be dried after using the shower.
16. Unless authorized by the Social Committee, sports or athletic activities are not allowed in the Clubhouse.
17. Retail sales and business solicitations are not allowed in the Clubhouse and pool areas.
18. Religious services, including religion classes, are not allowed in the Clubhouse and pool areas.
19. Guest speakers and entertainers must be approved by the Social Committee.
20. Vizcaya residents including Unit Owners and tenants with a lease may organize and/or conduct instruction classes for the benefit of Vizcaya residents who must constitute 75% of the class membership. Such owner and tenant instructors shall not be compensated in any way or charge for classes.
 - a. Instructors who are neither owners nor tenants at Vizcaya must provide proof of liability insurance, sign a disclaimer prior to the activity, and may seek compensation but shall negotiate directly with the participants in the class regarding the fee to be charged to all participants who will pay the instructor directly. Neither the Social Committee nor the Association shall have any responsibility or liability for, or gain from, such instruction.
 - b. All instructors must be certified and/or have some training in the activity being conducted. Activities which present inherent danger of injury shall not be permitted. All instructors, including unit owners, must be approved by the Board of Directors. Vizcaya residents taking classes that involve physical activity acknowledge that they engage in such activity at their own risk.
BOD Approval: February 27, 2020
21. When leaving the Clubhouse at night, noise must be minimal.
22. No vehicle may park, load, or unload in the concrete area which constitutes the main entrance to the Clubhouse.
23. No vehicles, skateboards, scooters, bicycles or roller blades may use the sidewalks or the concrete areas which constitute the main entrance to the Clubhouse or the pool areas.
24. Residents and guests who are not part of a private party in progress may not enter the Great Room, the upstairs balcony or the kitchen during the hours which have been reserved by that party. A sign must be posted on the Clubhouse doors indicating the hours when the Clubhouse has been reserved for a private party. Residents and guests not involved in a private party may enter through the pool restroom doors to use those facilities.
25. No Smoking inside the clubhouse or on the front entry porch.

B. Social Committee Activities:

1. Social Committee activities have priority over private parties in reserving the Clubhouse for

functions.

2. Vizcaya residents shall comprise at least seventy-five (75) percent of the participants at Social Committee-approved activities. Guests may be invited when space is available. Guests are the responsibility of the person who invites them.
3. No one who is not a participant may use the Great Room, the upstairs balcony or the kitchen during Vizcaya Social Committee activities.
4. The Social Committee may engage the services of guest speakers and entertainers to make presentations at Social Committee-sponsored activities. Speakers and entertainers may leave business cards. No retail sales or business solicitations are allowed.
5. The Social Committee, upon approval by the Board of Directors, which approval the Board of Directors may withhold in its reasonable discretion, may post signage on Vizcaya Common Elements for a biannual White Elephant Sale.
BOD Approval: Section B5 April 1, 2019

C. Private Parties:

1. An application to secure a date for a private party must be submitted to the Manager for approval. The application specifies all requirements, costs, use restrictions and responsibilities as approved by the Association.
2. Only Unit Owners and/or residents may reserve the Clubhouse for private parties.
3. Only the Great Room and kitchen may be reserved for private parties. Restrooms must be shared with other residents. Use of the upstairs balcony, including the library and pool table area, may not be reserved for private parties.
4. Non-resident guests may not comprise more than twenty- five (25) percent of the total number of guests. A complete guest list, including non-resident guests, must be submitted to the Manager in advance of the party.

SECTION IX. Pool and Hydro-therapy pool (Spa) Pool Capacity: 40 persons. Spa Capacity: 10 persons.

- A. No lifeguard. Swim at your own risk. The Red Cross advises that no person should swim alone.
- B. The pool and spa are for use of residents and guests on the premises. Other friends and relatives not staying with a Vizcaya resident must be accompanied by an adult (over age eighteen) resident. Guests must be advised by the resident to follow pool rules.
- C. Do not enter the pool or the spa before 8:00 a.m. or after 10:00 p.m. If persons are in the pool area after 10:00 p.m., call the **Sheriff's Office, 747-3011**.
- D. Swimsuits are required. All adults must wear a cover-up or outer clothing over swimsuits when not in the immediate pool area.
- E. All persons must shower before entering the pool or spa. However, use of shampoo and/or soap at the outdoor shower is prohibited.
- F. If suntan preparations are used, towels must be used to cover pool chairs and lounges. Swimmers must shower or towel off excess lotions before entering pool or spa.
- G. No Smoking in the fenced areas at the pool or in the clubhouse covered porch adjacent to the pool.
- H. Headphones or earpieces must be used when listening to any sound- producing equipment.

- I. Pool and spa users must enter restrooms directly from the pool area. The Clubhouse must not be used as an entrance or exit from the pool area.
- J. Glass containers are not allowed in the pool area. Food and/or alcoholic beverages may be consumed in the pool area only at official VizcayaSocial Committee functions.
- K. Pets are not allowed in the pool area, with the exception of serviceanimals.
- L. Children under fourteen (14) must be supervised by an adult.
- M. For sanitary reasons:
 - 1. Infants and toddlers must wear swim diapers in the pool.
 - 2. Persons without bowel and bladder control may use the pool or spa only when wearing adult swimdiapers.
 - 3. Persons with open wounds or infectious skin conditions may not use the pool or spa.
 - 4. Persons wearing band-aides or bandages are prohibited from using the pool or spa.
- N. No diving or jumping into the pool or spa; no roughhousing or action games in the pool or adjacent areas; no running on the deck; and no using bicycles, scooters, skateboards, rollerblades, or other such equipment in the pool area.
- O. Small foam kickboards, noodles, and other soft flotation devices are permitted in the pool only when attached to or held by the user. Snorkels, goggles, and flippers are also permitted. All such items must be removed from the pool when not in use. These devices are not permitted in the spa.
- P. Scuba equipment, balls or other throw toys, rafts, inner tubes or other large flotation devices, metal or other hard objects are not allowed in the pool, spa, or pool area.
- Q. The pool and patio areas may not be reserved or used forprivate parties.
- R. The pool area must be evacuated quickly at the first sign of thunder or lightning.
- S. Persons must close umbrellas, return lounges to an upright position, and return chairs and lounges to their original location before leaving the pool area.
- T. Keep noise in the pool area at a reasonable level.
- U. During water aerobics classes, non-participants may not be in the shallow end of the pool.
- V. Report pool/spa violations to the Manager.

SECTION X. Leases

(Ref. Declaration of Condominium, Article VIII. Unit Leases)

Unit Owners and prospective tenants must accept all Vizcaya of Bradenton Condominium Association **Declaration of Condominium, Bylaws, Articles of Incorporation, and Rules and Regulations**. Unit Owners are responsible for any damage to Association property caused by his/her tenants.

A. Length of Lease:

A Unit may be leased only once in a twelve-month period and for not less than twelve (12) months. A Unit Owner may, in writing, petition the Board of Directors for an exception.

B. Application to Lease Documents:

The following documents must be completed and filed with the Manager **prior to any tenant occupancy:**

1. **Application to Lease** signed by all owners of the Unit and signed by prospective tenant(s).
2. **Acceptance of Vizcaya Rules and Regulations Form** signed by prospective tenant(s).
3. Unit Owner(s) proof of insurance with lease rider.
4. **Tenant Data Form.**
5. **Vehicle Registration Form.**
6. **Pet Registration Form.**
7. Tenant Insurance (to be provided upon completion of Lease Agreement with Unit Owner(s)).

C. Lease Application Requirements:

1. Unit Owner Requirements:

- a. The Board of Directors may withhold approval from a Unit Owner who is in default on assessments and/or fines. The Board of Directors may also withhold approval of an application to lease if the Unit Owner allows tenant occupancy prior to fulfilling all application procedures cited below.
- b. A Unit Owner may not permit a tenant to move into his/her Unit until both the Unit Owner and the prospective tenant(s) have fulfilled the following application procedures:
 1. The Unit Owner(s) must provide proof of insurance for the Unit at the time the **Application to Lease** is filed with the Manager. The proof of insurance must include a rider for lease.
 2. The Unit Owner(s) must file the completed **Application to Lease** with the Manager, signed by the Unit Owner(s) and all potential full-time tenants prior to any tenant occupancy.
 3. The completed Application to Lease must be accompanied by:
 - a. A cashier's check or money order for the \$100 application fee.
 - b. A cashier's check or money order for the passed-through expenses for the criminal background check for tenants.
 - c. The information necessary for the criminal background check on the form provided by the Association Office.
 - d. If the lease is a renewal with the same tenant(s) no application fee or charges for criminal background check will apply.
 4. The Unit Owner(s) must ensure that all tenant requirements are fulfilled prior to any tenant occupancy.
 5. The Unit Owner(s) has/have the right to impose on the tenant(s) rules and regulations beyond the **Vizcaya Rules and Regulations.**

2. Tenant Requirements:

- a. The **Application to Lease** must be completed and signed by the tenant applicant(s) and by all adult potential full-time occupants prior to any tenant occupancy. Any tenant who violates this rule may be required to vacate the Unit.

- b. The Board of Directors may deny a lease application on the basis of background check, poor credit, poor references, non-conformance with **Vizcaya Rules and Regulations** and/or lack of proof of required insurance.
- c. The tenant applicant(s) must present proof of tenant insurance either when signing the final lease or within ten (10) days before occupying the Unit.
- d. The tenant applicant(s) must agree to read the **Vizcaya Rules and Regulations Handbook prior to any tenant occupancy** and must sign a form stating that the tenant applicant(s) agree to abide by all Rules and Regulations therein. If the tenant applicant(s) does/do not sign this agreement, the Board of Directors will not accept the Lease.
- e. The tenant applicant(s) must attend an application interview with the Manager and/or a Board of Directors member prior to approval of the lease or any tenant occupancy.

3. Filing Requirements:

- a. A copy of the final lease, signed by all parties concerned, must be filed with the Association within ten (10) days prior to occupancy.
- b. At the time the final lease agreement is filed with the Association, the tenant(s) must post a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association which shall protect against damages to the Association property. The check should be payable to Vizcaya of Bradenton Condominium Association, Inc.

D. Orientation:

The tenant(s) must attend an orientation interview with the Manager within ten (10) days before or after occupancy. The tenant(s) will receive a gate code, Clubhouse keys, parking sticker, Vizcaya phone directory, information regarding pest control, garbage pickup, social activities, parking areas, a review of rules, as well as other necessary information regarding residency in Vizcaya.

E. Misrepresentation:

Misrepresentation by tenants or Unit Owners on the **Application to Lease** or failure to abide by the Association's **Rules and Regulations** or violations of the provisions of the **Declaration of Condominium, Bylaws, or Articles of Incorporation** may result in the Board of Directors' termination or non-renewal of lease.

F. Sublease:

- 1. A leased Unit may not be sublet.
- 2. A Unit Owner may not lease any portion of the Unit while in residence.

G. Tenant Rights:

A tenant has the right to use Condominium property. The Unit Owner must not use the Condominium property except as a guest.

H. Use of Unit in Tenant's Absence:

No one may use a Unit in the absence of tenant(s).

I. Rule Violations:

Any Unit Owner or tenant who violates these rules or any other **Vizcaya Rules and Regulations** or the provisions of the **Declaration of Condominium, Bylaws, or Articles of Incorporation** may result in the Board of Directors' termination or non-renewal of lease.

J. Real Estate Agency Transactions:

If the lease transaction is accomplished through a Real Estate Agency, the Unit Owner must make the Agent aware of the **Application to Lease** requirements and **Vizcaya Rules and Regulations** to avoid delays in obtaining a lease.

SECTION XI. Sales

(Ref. Declaration of Condominium, Article IX. Restrictions on Unit Sales Unit Owners must follow procedures.)

A. Application to Purchase:

Prior to a sale of a Unit, Vizcaya of Bradenton Condominium Association requires an **Application to Purchase** from the Buyer. The current Unit Owner may obtain the application from the Association Office. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association, except to another Unit Owner.

B. Unit Sales Procedure:

1. The Unit Owner must obtain an application form from the Manager when a potential purchaser has been identified.
2. The **Application to Purchase** must be completed and signed by the intended purchaser.
3. The purchaser must receive a copy of the **Declaration of Condominium, Bylaws, Articles of Incorporation**, and the **Vizcaya Handbook of Rules and Regulations** from the Association. The purchaser must sign a form, as part of the **Application to Purchase**, acknowledging receipt of these documents.
4. The completed Application to Purchase and a copy of the page of the sales agreement showing the full name of the proposed purchaser(s) must be given to the Manager. It must be accompanied by:
 - a. A cashier's check or money order for the \$100 application fee.
 - b. A cashier's check or money order for the passed-through expenses for the criminal background check for purchaser(s).
 - c. The information necessary for the criminal background check on the form provided by the Association Office. (This form and the information received will be shredded immediately upon the completion of the interview in the application process.)
 - d. If the purchase is to a current owner in good standing no application fee or charges for criminal background check will apply.
5. If the sale transaction is accomplished through a Real Estate Agency, the Unit Owner must make the Agent aware of the **Application to Purchase** requirements to avoid delays in closing.
6. The purchaser(s) must attend an application/orientation interview with the Manager and/or a Board of Directors member prior to closing date of sale.

SECTION XII. Enforcement and Fines

(Ref. Declaration of Condominium, Article XII. Enforcement; Ref. Bylaws, Section 8 Enforcement Fines)

The Association has the power and authority to enforce by legal means the provisions of the Condominium Act, Declaration of Condominium, Articles of Incorporation, Bylaws, the Vizcaya Rules and Regulations and any and all State of Florida and Federal Laws.

A. Notification of Violation

In the event that the Board of Directors determines that any Unit Owner, occupant, licensee, invitee, tenant or guest is in violation of any of the above-cited provisions, the Board of Directors, or a designated agent of the Board of Directors shall provide the Unit Owner(s) and the violator(s), if other than the Unit Owner, written notice by certified mail, return receipt requested, and in addition notice by email to the Unit Owner, if that Owner is overseas:

1. which describes the nature of the violation in accord with Bylaw, Section 8; and
2. which requires the violation to cease; and

3. which states the amount of the fine the Board of Directors proposes to levy in an amount of up to One-Hundred Dollars (\$100) per day for the violation; and states that the fine for a continuing violation may be in an amount up to One-Hundred Dollars (\$100.00) for each day thereof not to exceed the total amount of One Thousand Dollars (\$1,000.00); and

4. which states that the Board of Directors also has the right to suspend the use of pool, spa and clubhouse by any Unit Owner, occupant, licensee, invitee, tenant or guest who is in violation until such violation is remedied;

and

5. which states the name, email, and mailing address of the person to whom the request for hearing must be sent.

B. The Enforcement Process:

1. A report of violation shall be made to the LCAM or, in the absence the LCAM, to a member of the Board of Directors. The LCAM may also report a violation.

a. All violation reports shall be documented by the LCAM in adated record log book.

b. The LCAM, or in the absence of the LCAM, the Board President or his/her designee, will phone the Unit Owner(s), and violator(s), if other than the Unit Owner, and explain the violation and the Enforcement Procedure. On the same day, a certified letter to the Unit Owner and violator(s), if other than the Unit Owner, and in addition and email transmission to the Unit Owner overseas, in accord with A, above, shall be sent. Dated documentation of said conversation, certified letter, and any email, shall be made and placed with the original violation report.

2. a. The fining procedure established by the Board of Directors will begin fifteen (15) days after mailing of the certified letter and transmission of the email to the overseas Unit Owner, in accord with A, above, if a hearing is not timely requested.

b. The *Ad Hoc* Hearing Committee must be a committee of peers who are neither Board Members nor persons residing in a Board Member's household.

c. The role of the *Ad Hoc* Hearing Committee is limited to determine whether to confirm or to reject the fine and/or suspension proposed to be levied by the Board of Directors. If the *Ad Hoc* Hearing Committee does not agree, the fine and/or suspension may not be imposed. If a fine and/or suspension of rights is levied, the Association shall provide to the Unit Owner and violator(s), if other than the Unit Owner, a demand for payment of the properly levied fine and/or suspension of rights.

C. Arbitration

In the event a Unit Owner or violator(s), if other than the Unit Owner, refuses or otherwise fails to pay the fine properly levied, the Association may arbitrate against the Unit Owner, if and as required, and proceed with legal action in a court of competent jurisdiction to collect the sum due together with costs and reasonable attorney fees of the Association in such collection action, including appellate attorney fees. Unless otherwise provided by law, no fine shall be a lien against a Unit.

BOD Approval: February 27, 2020

D. The Enforcement Process With Potential Threat or Danger:

1. In the event that a violation of the rules by any Unit Owner, occupant, guest or invitee present a potential threat of danger or violence, the following procedure will be followed:

a. The reporting Unit Owner or occupant should call the Sheriff's Department immediately. The Unit Owner or occupant should never place himself/herself in danger by confronting the situation personally.

b. The Unit Owner or occupant can contact the Manager if the event occurs during normal business hours **or after hours, contact Castle Group Emergency Service at (800) 337- 5850.**

2. The reporting Unit Owner should report the violation to the Manager as soon thereafter as possible.
3. In the event of repeated violations by a Unit Owner which include police involvement, the Board of Directors may elect to institute the procedures in paragraph A, above.

Section XIII. Assessments

(Ref: Declaration of Condominium, Article IV. Assessments)

Quarterly Assessments

The Board of Directors recommends that Unit Owners use automatic bank account withdrawal to ensure timely quarterly assessment payments to Vizcaya Condominium Association, Inc.

Due Dates: January 1, April 1, July 1 and October 1.

Grace Periods End: January 10, April 10, July 10 and October 10.

Late Fees: If an assessment is not paid within the GRACE PERIOD, the account is delinquent and a single late fee of 5% of the Quarterly Assessment due will be added to the Delinquent Account.

Interest Charges: If the Assessment Account has not been paid by the 25th day of the month in which it is due, an interest charge will be added to the delinquent balance due. The interest rate will be 1.5% monthly, compounded on the balance due (or an APY of 18% Annual Rate)

Notices of Delinquency: A unit owner whose assessment account is delinquent will receive three timely notices: 15th day of delinquency; 30th day of delinquency; and FINAL WARNING on 40th day of delinquency. Interest charges will accrue.

Vizcaya Attorney Actions: If the Assessments are not paid, the Vizcaya Association Attorney will send a letter on or about the 50th day of delinquency stating all amounts due including late fees and interest. The Owner has 30 days to respond to the Attorney to avoid further collection procedures and possible foreclosure action if amounts remain unpaid.

Payments of delinquent accounts shall first be applied to any late fees, interest charges, and attorney fees before they are applied to the delinquent balance due.

The above-cited procedures apply to any and all delinquent accounts, including fines.

Owners Residing in Residences outside the United States:

If the above-cited notices, up to the VIZCAYA ATTORNEY ACTIONS, must be sent to any country other than the United States, Management will also send such notices by email. Owners who are not in residence and who reside abroad for significant periods of time are required to provide an email address to the Management Office. A form is provided for this purpose.

BOD Approval of Section XIII: April 1, 2019

SECTION XIV. Maintenance and Improvements

(Ref. Declaration of Condominium, Article V. Maintenance and Improvements)

The Board of Directors of Vizcaya of Bradenton is required by Florida Statute and in the Declaration of Condominium to maintain a set policy to preserve the structural integrity of the property in keeping with the

uniform standards and the architectural continuity of the community, whether within a Unit or Limited Common Elements.

- A.** Unit Owners must follow all Declaration of Condominium requirements as stated in Article V.1, Maintenance and Improvements.
- B.** In the event an Owner fails to properly maintain and repair the Owner's Unit, the Association, at the discretion of the Board of Directors, may make such repairs and do such maintenance as it may deem necessary to properly maintain that Unit. The Association costs shall be assessed against the Unit Owner and the Association shall have a lien against the Unit for that cost.
- C.** If a Unit is to be vacant for more than seven consecutive days, the Unit Owner, occupant or tenant must shut off the Unit's main water valve.

D. Modifications, Renovations, Alterations, Improvements to a Unit or Limited Common Element Associated With a Unit by a Contractor:

1. Unit Owners planning changes to a Unit or Limited Common Elements, including:

Structural walls

Plumbing and electrical modifications

Any other alterations and/or renovations to areas for which the Association is responsible

Must Complete a Vizcaya Application For Remodeling Approval Form.

A Guide which explains rules governing modification and repair is available with the form in the Vizcaya Association Office. This form is designed to facilitate an efficient process which will protect all parties involved.

When applicable, the Architectural Review Committee, a standing committee appointed by the BOD, will review and evaluate planned changes and will forward a technical assessment to the BOD. No work may be initiated until approved by the BOD.

2. Changes outside of the original building design become the responsibility of the Unit Owner(s) in perpetuity for insurance, maintenance, and repair.
3. The Unit Owner must ensure that any contractor or subcontractor be fully licensed if required by any government agency.
4. The Association shall be indemnified and held harmless for all work contracted for by a Unit Owner.
5. If required by law, the Unit Owner must ensure that a building permit is obtained and properly displayed.
6. If a Unit Owner hires a contractor for a project within the Unit, it becomes the Unit Owner's responsibility to ensure that the contractor hauls all debris away from Condominium Property daily. No debris, including litter such as, but not limited to, cigarette butts, paper, cans, food, or wrappers, is to be left on the property, including in the garbage crib, at any time.
7. Any payment for damage caused by fragments from materials, nails or other debris shall be the responsibility of the Unit Owner having the work done. The Association shall be held harmless.
8. Construction materials may not be stored on Common Elements.
9. Vehicles used by the Unit Owner's contractor may not block courtyards or carports except for delivery purposes.
10. Maintenance, repair and/or construction projects in or about a Unit may not begin before 8:00 a.m. and must be completed for the day by 6:00 p.m. No work may be done in or about a Unit on Sunday, New Year's Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving, and

Christmas, unless such work is necessary to correct an emergency situation.

E Work by Unit Owner:

If a Unit Owner does maintenance, repairs and/or construction within or about his/her Unit, the above-cited articles apply also to the Unit Owner.

Section XV. Paver Pad Installations Outside Lanai and Privacy Garden Exits (Ref. Declaration of Condominium, Article V at 5.1 (c) & (d): Maintenance and Improvements by Unit Owners)

A Future Exit Paver Pad Installation Guidelines :

1. Subsequent to July 14, 2022, installation of exit paver pads directly outside a lanai and/or privacy garden exit by an Owner, shall be at the Owner's expense, and shall only be permitted when an Owner fully complies with Guidelines (a) through (i) below. Installed paver pads become Vizcaya property since they are installed on Vizcaya's common property.
 - a) **Exit Paver Pad Installation Application Required:** Prior to any installation of an exit paver pad, an Owner must submit the Association's **Exit Paver Pad Installation Application** detailing all aspects of a proposed exit paver pad under these Guidelines to the Architectural Review Committee (ARC) which shall contain an Owner-provided color photo of the pavers to be installed.
 - b) **Written Board Permission Required:** Consistent with Vizcaya Declaration 5.1 (c) & (d), Owners cannot install either new exit paver pads or replace old exit paver pads until the Owner receives written Board permission approving the Owner's application, determined at a regular Board meeting on the record. Individual Board Officers or Directors cannot approve exit paver pad installations.
 - c) **Lanai Exit Paver Pad Size:** A lanai exit paver pad shall be up to 4 feet x 4 feet in size except such pad can extend in a direct path to the end of pre-existing plantings that appear on October 13, 2020, photos of all lanai and privacy garden exits that are on record in the Association Office.
 - d) **Privacy Garden Exit Paver Pad Size:** A privacy Garden exit paver pad shall be up to 4 foot x 4 foot in size except such pad can extend is a direct path to pre-existing sidewalks or existing garbage crib walkways appearing on the Oct. 13, 2020, photo of all lanai and privacy garden exits that are on record in the Association Office.
 - e) **Paver Pad Stones and Shape:** Only individual square or rectangular pavers with a non-skid surface may be used. They shall be laid in a square shape unless an exception at section A. 1. c or A. 1. d above applies, and then a rectangle pad shape may be used. No exit paver pad shall be laid on a concrete base, but new installations may be laid on a base of six (6) inches of crushed aggregate, small stones, gravel, crushed shells, or sand for adequate support as determined by the installer. Modified paver pads, under Rule Section C. 2. a (ii) below, may remain on soil or be laid/reset on any base stated in this paragraph.
 - f) **Color of Paver Pad:** An exit paver pad shall be one color only which must be either light tan, terracotta, or light grey.
 - g) **Slope and Tripping Hazards:** The exit paver pads must slope away from the building and not be raised above the level of the ground to avoid tripping hazards and shall be laid flat and without any tripping hazards or raised edges or borders of any kind. On new installations, pavers must abut each other with no ground showing between them
 - h) **Installer Requirements:** Unless an Owner is skilled in installing paver pads and is installing the exit paver pad at his or her own unit only, the Application must contain an installer's insurance and show compliance with any applicable Manatee County Codes and license, if one is issued for this work by Manatee County. Anyone installing such pad must be informed by the Owner to avoid interruption of underground irrigation piping, irrigation spouts, irrigation lighting, and electrical and utility wires. The unit Owner is responsible to correct and to pay for any disruption caused by the installer to any of these items.
 - i) **Prohibited Items:** Items of any kind, including but not limited to chairs, tables,

planters, lighting and decorations, are prohibited on exit paver pads, but Owners may use chairs for temporary seating during the day which must be removed at night.

B. Lanai and Privacy Garden Exit Paver Pads Installed with Board Approval:

If an Owner has a written Board approval or can point to a motion from Vizcaya's Board Meeting Minutes approving installation of a lanai and/or privacy garden exit paver pad at that Owner's unit at any time, such Owner should notify the Association Office and shall be entitled to retain such exit paver pad unless a tripping hazard exists on such pad. **(See Section D, below.)**

C. Lanai and/or Privacy Garden Exit Paver Pads Installed by Owners without Written Board Approval:

1. **Association Requirements to Register Paver Pads:** The Association will notify all first-floor Owners that they must file the Association's **Exit Paver Pad Registration Form** by a specified date if they have a lanai and/or privacy garden exit paver pad of any type, size or age at their unit that was not approved in writing by the Board. The form must identify the Owner, the unit, the approximate date the exit paver pad was installed if known, whether it was installed at a lanai or a privacy garden exit, the size of such pad from the exit door to the front edge and from side to side, the shape of the pavers used, the number of pavers used, and how many pavers are sitting above the level ground or laid in a manner that may constitute a current tripping hazard.
2. **Association Notifications about Non-Approved Pavers :**
 - a. After receipt of the **Exit Paver Pad Registration Form**, the Board or its designee shall notify every Owner of a non-approved exit paver pad at a lanai and/or privacy garden exit, in writing, that:
 - i. The Association, at its expense, shall remove such paver pad and shall restore the area to its original condition (soil and grass seed) and
 - ii. The Association will not remove such paver pad and will grant written Board approval for it, if the Owner opts to retain and modify the unapproved paver pad by filing the Association's **Paver Pad Retention Application** with the Association Office by a stated date showing that the Owner will bring the existing paver pad into compliance with all **Future Paver Pad Guidelines**, at Section A. 1 above, at the Owner's expense, except that the Owner **need not** comply with three requirements of Section A above when modifying a paver pad:
 1. The color requirement at Section A. 1. f; and
 2. The requirement that all pavers abut each other at Section A. 1. g; and
 3. The installer requirement at Section A. 1. h. This exception (#3) only applies if an Owner personally performs the modification labor as permitted under Section A. 1. h.
 - iii. If an existing unapproved exit paver pad does not comply with the Guidelines stated at Section C. 2. a. (ii) above, the Owner may seek an extension of time from the Association Office to file the **Paver Pad Retention Application** to bring the paver pad into compliance, at the Owner's expense, with the Guidelines at Section C. 2. a. (ii).
 - b. If an Owner has a lanai or privacy garden exit paver pad that was not Board approved in writing and fails to comply with any applicable provision of this Rule XV, the Association will remove the paver pad at Association expense and restore the area to its original condition (soil and grass seed).
 - c. Owners of existing exit paver pads may also apply to install new lanai and/or privacy garden exit paver pads under the **Future Exit Paver Pad Installation Guidelines** above Section A, at the Owner's expense. Upon written Board approval of such application, the owner shall be responsible for removal and proper disposal of any existing exit paver pad or pavers at the Owners expense.

D. Association Obligations for Paver Pad Maintenance, Liability and Repair:

- (1) The Association retains liability obligations for all past and future exit paver pad installations since they are on the common property of the Association. Therefore, the pavers are owned by Vizcaya which justifies Association removal of pads at Association expense. The Association also has repair and maintenance obligations for all past and future paver pads that have received written Board approval. If any exit paver pad is, or becomes, non-compliant with these Guidelines, including showing tripping hazards, the Board will remove it at Associations

expense and restore the area to its original condition (soil and grass seed). If the Board decides to remove the paver pad, it will notify the Owner and the Owner may seek written Board approval to modify and retain the pad, or install a new one, at the Owner's expense, by following the procedures at Section C. 2, above.

- (2) Owners must comply with their obligations under this Rule and must promptly report defects on exit paver pads as they arise by submitting a work order to the Association Office, so the Board can decide if repairs are feasible or if removal is required.

(Approved by the Board of Directors: July 14, 2022)

Section XVI. Inspection and Copying of the Official Records

WHEREAS, VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation ("Association") is a condominium association governed by Chapter 718, Florida Statutes; and

WHEREAS, Section 718.111(12), Florida Statutes requires that the Association maintain certain Official Records and those records must be open to inspection and available for copying (at a reasonable expense) by Members of the Association or their authorized agents within ten (10) business days after receipt of a written request; and

WHEREAS, Section 718.111(12), Florida Statutes authorizes the Association to adopt reasonable rules governing the frequency, time, location, notice, and manner of such inspections; and

WHEREAS, Section 6.9 of the Association's Amended and Restated Declaration of Condominium provides that the Association's Board of Directors power to adopt and amend rules and regulations concerning the operation and use of the condominium property; and

WHEREAS, the Association's Board of Directors desires to adopt reasonable rules concerning the inspection and photocopying of Association's Official Records, balancing the legitimate right of Members to that access with the avoidance of undue harassment by those Members who might seek to abuse that right.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that the following is adopted as an official rule of the Association governing the inspection and photocopying of the Association's Official Records by Members or their authorized representatives:

1. **List of Official Records.** The Association shall maintain each of the following items, when applicable, which constitute the Official Records ("Official Records") of the Association:

- A. A copy of any plans, permits, warranties and other items provided by the developer pursuant to Section 718.301(4), Florida Statutes.
- B. A photocopy of the recorded declaration of condominium of each condominium operated by the Association and each amendment thereto.
- C. A photocopy of the recorded bylaws of the association and each amendment to the bylaws.
- D. A certified copy of the Articles of Incorporation of the Association and each amendment thereto.
- E. A copy of the current rules of the association.
- F. A book or books that contain the minutes of all meetings of the Association, the Board of Directors, and the unit owners.
- G. A current roster of all unit owners and their mailing addresses and Unit identifications, voting certifications, and, if known, telephone numbers. The Association shall also maintain the e-mail addresses and the facsimile numbers of unit owners consenting to receive notice by electronic transmission. The e-mail addresses and facsimile numbers are not accessible to unit owners if consent to receive notice by electronic transmission is not provided in accordance with Section 718.111(12)(c)(3).e., Florida Statutes. However, the

Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

- H. All current insurance policies of the Association and condominiums operated by the Association.
- I. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the unit owners have an obligation or responsibility.
- J. Bills of sale or transfer of all property owned by the Association.
- K. Accounting records for the association and separate accounting records for each condominium that the association operates. Any person who knowingly or intentionally defaces or destroys such records, or who knowingly or intentionally fails to create or maintain such records, with the intent of causing harm to the association or one or more of its members, is personally subject to a civil penalty pursuant to s. 718.501(1)(d). The accounting records must include, but are not limited to:
 - (1) Accurate, itemized, and detailed records of all receipts and expenditures.
 - (2) A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.
 - (3) All audits, reviews, accounting statements, and financial reports of the association or condominium.
 - (4) All contracts for work to be performed. Bids for work to be performed are also considered official records and must be maintained by the association.
- L. Ballots, sign-in sheets, voting proxies, and all other papers and electronic records relating to voting by unit owners, which must be maintained for one (1) year from the date of the election, vote, or meeting to which the document relates, notwithstanding paragraph (b).
- M. All rental records if the association is acting as agent for the rental of condominium units.
- N. A copy of the current question and answer sheet as described in s. 718.504.
- O. A copy of the inspection reports described in ss. 553.899 and 718.301(4)(p) and any other inspection report relating to a structural or life safety inspection of condominium property. Such records must be maintained by the Association for 15 years after receipt of the report.
- P. Bids for materials, equipment, or services.
- Q. All affirmative acknowledgments made pursuant to s. 718.121(4)(c).
- R. All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

2. **Adequate Number of Copies of Certain Documents.** The Association shall maintain an adequate number of copies of the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet as described in s. 718.504 and year-end financial information, on the condominium property to ensure their availability to unit owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the documents.

3. **Inaccessible Records.** Notwithstanding the above, the following Official Records are not accessible to a Unit Owner:

- A. Any record protected by the lawyer-client privilege as described in s. 90.502 and any record protected by the work-product privilege, including, but not limited to, a record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy, or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.
- B. Information obtained by the Association in connection with the approval of the lease, sale,

or other transfer of a Unit.

C. Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health, and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with the Association or management company employee or budgetary or financial records that indicate the compensation paid to the Association or management company employee.

D. Medical records of unit owners.

E. Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for a Unit owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, unit designation, mailing address, and property address. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to Unit owners a directory containing the name, Unit address, and all telephone numbers of each unit owner. However, an owner may exclude his or her telephone numbers from the directory by so requesting in writing to the Association. An owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the disclosure of information that is protected under this subparagraph if the information is included in an official record of the Association and is voluntarily provided by an owner and not requested by the Association.

F. Any electronic security measure that is used by the Association to safeguard data, including passwords.

G. The software and operating system used by the Association which allows the manipulation of data, even if the owner owns a copy of the same software used by the Association. The data is part of the Official Records of the Association.

H. All affirmative acknowledgments made pursuant to Section 718.121(4)(c), Florida Statutes.

4. **Retention Period.** The Official Records specified in Paragraph 1. A. through F. must be permanently maintained from the inception of the Association. Bids for work to be performed or for materials, equipment, or services must be maintained for at least one (1) year after receipt of the bid. All other Official Records must be maintained within the state for at least seven (7) years unless otherwise provided by law.

5. **Location of Inspection.** The records of the Association shall be made available to a unit owner within forty-five (45) miles of the condominium property or within the county in which the condominium property is located within ten (10) working days after receipt of a written request by the Board or its designee. This paragraph may be complied with by having a copy of the Official Records of the Association available for inspection or copying on the condominium property or Association property, or the Association may offer the option of making the records available to a unit owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request.

6. **Misuse of Information by Others.** The Association is not responsible for the use or misuse of the information or documents provided to the Association Member or his or her authorized representative in compliance with Chapter 718, Florida Statutes unless the Association has an affirmative duty not to disclose such information under Chapter 718, Florida Statutes.

7. **Member's Authorized Representative.** A Member may elect to designate an authorized representative to act on the Member's behalf by submitting to the Association a signed and dated written statement providing the authorized representative's full legal name, email address, telephone number, and a statement that the Member designates the named person as their authorized representative for inspection and copying of the Official Records of the Association. The Association shall not be required to recognize or respond to any inspection or copying request received from a non-Member unless and until the Member has submitted the required written designation of

authorized representative statement to the Association. Once a Member has properly designated the Member's authorized representative, the use of the word "Member" in this Rule shall refer both to a Member directly requesting access to the Official Records and any authorized representative submitting such a request on behalf of a Member.

8. **Inspection and Copying of Official Records.** The Official Records of the Association are open to inspection by any Association Member or the authorized representative of such Member at all reasonable times. The right to inspect the Official Records includes the right to make or obtain copies, at the reasonable expense, if any, of the Member or authorized representative of such Member. The Association may not require a Member to demonstrate any purpose or state any reason for the inspection.

A. **Written Request.** A request to inspect and copy the Official Records shall be in writing, typewritten or legibly printed (not written in cursive style) by hand. Verbal requests are insufficient and will not be responded to by the Association.

B. **Frequency.** A Member shall be limited to a maximum of three (3) record inspection visits per calendar month.

C. **Time.** No Member shall be allowed to inspect the Official Records for more than eight (8) hours cumulatively in any calendar month. The Member's inspection(s) shall occur Monday through Friday, between the hours of 9:00 a.m. and 4:00 p.m.

D. **Manner and Location.** Each written request to inspect the Official Records must be sent to the Association via US Mail or via hand-delivery to the below address to the attention of the current Manager of the Association. Each request should include an address, email address, and telephone number where the Member may be contacted. A Member shall not transmit a request to inspect the Official Records via email. A Member's request transmitted via email shall not be deemed received by the Association under this Rule. A Member's request sent via email to an individual director or officer of the Association or mailed or hand-delivered to their home address is not deemed received by the Association. The address where written records request shall be submitted is as follows:

VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.
Attn: Current Manager 6101
34th St. West, Bldg. 34
Bradenton, FL 34210

E. **Suggested Date and Time.** To make the records request more convenient for the Member, the Member's written request may, but need not, suggest a preferred date and time (or dates and times) for the inspection. The Association's duly authorized representative shall promptly coordinate and schedule an appointment date and time with the Member for the inspection under this Rule.

F. **Association's Obligations.** The Association shall not be obligated to create a document in a format other than that document or report as kept in the ordinary course of business. The Association shall not be required to collate or cull out specific or requested records for the Member's benefit. The Association shall not be required to interpret any document found within its Official Records and will not answer any questions during the inspection of the Official Records. In addition, the Association shall not be required to mail, email or otherwise transmit the requested Official Records to the Member.

G. **Ten Business Days.** Records shall be made available for inspection by the Member on or before the tenth (10th) business day after the actual receipt by the Association of the written request for inspection. This time may be extended by verbal or written request of the Member. The Association shall

notify the Member, by telephone, in writing or (if an e-mail address is provided by the Member) by e-mail, that the requested Official Records are available and the time, date, and place for such inspection.

H. **Fails to Attend.** In the event a Member does not attend the scheduled date and time for inspection of Association's Official Records, the request shall be deemed abandoned and the Association shall be under no further obligation to make the requested Official Records available for inspection under that request. Nothing, however, shall prohibit the Member from submitting another request in conformance with this Rule.

I. **How to Designate Records.** If a Member desires to obtain a copy of any specific Official Record to which that Member is provided access as provided in this Rule, the Member is encouraged to designate in writing which Official Record is desired or, during the inspection the Member may designate such Official Record by use of a tab or clip upon the pages desired.

J. **Member's Obligations.** A Member shall not mark, write upon, alter, remove, deface, destroy, take, or damage any portion of the Official Records. All persons inspecting or requesting copies of Association's Official Records shall conduct themselves in a businesslike manner and shall not interfere with the operation and peaceful conduct of any business in which the records inspection or copying is conducted. The Member shall return the Official Records to the Association in the same boxes, folders, form, and format as they were provided to the Member. If any violation of this requirement occurs or if the Member shall violate any other requirement of this Rule or appropriate standards of conduct, in the reasonable judgment and discretion of the Association representative providing that opportunity, then the inspection or copying shall be terminated and the requesting Member shall be required to depart the premises, subject to the right to submit another inspection request in compliance with this Rule.

9. **Costs and Personnel Fees.**

A. **Costs of Copying.** The Association shall charge twenty-five cents (25 cents) per one-sided page for copies made on the Association's or management company's photocopier. If the Association does not have a photocopy machine available where the Official Records are kept, or if the Official Records requested to be copied exceed fifty (50) pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying and transportation to and from the duplicating service, as supported by the vendor invoice(s). A Member requesting photocopies shall pay the Association for those copies at the time of the request. If paid by cash, the payment shall be made by bills, with coins limited to any amount less than one dollar.

B. **Limit on Number of Copies.** The Association shall be under no obligation to provide more than one hundred (100) documents per inspection in response to a Member's request.

C. **Member's Portable Copying Device.** The Association shall allow a Member to use a portable device, including a smartphone, tablet, portable scanner, or any other technology capable of scanning or taking photographs, to make an electronic copy of the Official Records in lieu of the Association providing the Member with a copy of such records. The Association may not charge a fee to a Member for the use of a portable device.

10. **Failure to Provide Access.** The failure of the Association to provide access to the Official Records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this Rule. A Member who is denied access to Official Records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with the applicable statute. The minimum statutory damages are to be \$50 per calendar day up to 10 days, the calculation is to begin on the 11th business day after receipt of the written request.

11. **Rights of Renters.** A renter of a unit in the condominium has a right to inspect and copy only the Declaration of Condominium, the Association's Bylaws, and Rules and the inspection reports described in ss. 553.899 and 718.301(4)(p). A renter shall not have the right to inspect and copy any other Official Records of the Association.

12. **Governing Law.** If Chapter 718, Florida Statutes, is amended after this Rule is adopted by the Board of Directors, the Rule shall be deemed automatically amended to make it consistent with the requirements of Florida law.

(Approved by the Board of Directors: February 21, 2024)

See the next page for the Inspection Request Form

TO: **VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.**
ADDRESS: Att.: Current Manager
6101 34th St. West, Bldg. 34
Bradenton, FL 34210
RE: **REQUEST TO INSPECT THE OFFICIAL RECORDS OF THE ASSOCIATION**

As a Member of the above-named Association, I request to timely inspect and copy the following Official Records of the Association:

List each Official Record you desire to inspect: *[Please be as specific as possible and you may use additional pages, as need]*

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

Designation of Authorized Representative: Pursuant to Paragraph 7 of the Rule, I designate the following person to act as my authorized representative for purposes of inspection and copying the Official Records of the Association:

Name: _____
Email Address: _____
Telephone Number: _____

Name, Signature, Unit # or Address of the Association Member:

Print Name: _____ Unit # or Address: _____
Signature: _____ Date: _____, 202__

Contact Information: The best way to contact me to schedule the date and time of the records inspection:

Telephone Number: _____
Email: _____
Mailing Address: _____

Availability: I am available the following dates and times for the inspection: _____

SECTION XVII. Responding to Unit Owner Certified Inquiries

WHEREAS, VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation ("Association") is a condominium association governed by Chapter 718, Florida Statutes; and

WHEREAS, Section 718.112(2)a.2., Florida Statutes provides as follows:

2. When a unit owner of a residential condominium files a written inquiry by certified mail with the board of administration, the board shall respond in writing to the unit owner within 30 days after receipt of the inquiry. The board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the division. If the board requests advice from the division, the board shall, within 10 days after its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the board shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the board from recovering attorney fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. The association may through its board of administration adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the association is only obligated to respond to one written inquiry per unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

WHEREAS, Section 718.112(2)a.2., Florida Statutes, authorizes the Association's Board of Directors to adopt reasonable rules and regulations regarding the frequency and manner of responding to unit owner inquiries, one of which may be that the Association is only obligated to respond to one written inquiry per condominium unit in any 30-day period; and

WHEREAS, Article 6.9 of the Association's Declaration of Condominium provides that the Association's Board of Directors has the power to adopt and amend rules and regulations concerning the operation and affairs of the Association; and

WHEREAS, the Association's Board of Directors desires to adopt reasonable rules concerning the frequency and manner of responding to unit owner inquiries, balancing the legitimate right of a unit owner to submit such inquiries to the Association with the avoidance of undue harassment by those unit owners and their attorneys who might seek to abuse that right.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Association that the following is adopted as a Rule of the Association governing the frequency and manner of responding to unit owner inquiries submitted to the Association by certified mail:

1. Frequency of Response. The Association shall respond to only one (1) written inquiry per condominium unit in any given thirty (30) day period. If more than one (1) written inquiry per condominium unit is submitted to the Association within a thirty (30) day period, the Association shall respond to one (1) additional inquiry during each subsequent thirty (30) day period until all written inquiries have been responded to, subject to the remainder of the terms of this Rule.

2. Contents of Response. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Department of Business and Professional Regulation, Division of Condominiums, Timeshares, and Mobile Homes ("Division"). If the Board requests advice from the Division, the Board shall, within ten (10) days after its receipt of the Division's advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquiry.

3. Written Request. An inquiry to the Association shall be in writing, typewritten or legibly printed (not written in cursive style) by hand and must be mailed to the Association by certified mail to the address stated below. Verbal inquiries are insufficient and will not be responded to by the Association.

4. Manner and Location. A unit owner must submit the owner's written inquiry to the Association via US certified mail to the below address to the attention of the current manager of the Association. Each inquiry should include the owner's mailing address or email address to which the Association may send its response. A unit owner shall not transmit an inquiry to the Association via email. A unit owner's request transmitted via email shall not be deemed properly transmitted or received by the Association under this Rule. A Member's request sent to an individual director or officer of the Association or mailed or hand-delivered to their home address is not deemed properly transmitted or received by the Association. The address where written inquiries shall be submitted to the Association via certified mail is:

VIZCAYA OF BRADENTON CONDOMINIUM ASSOCIATION, INC.

Attention: Current Manager
6101 34th St., West; Bldg. 34
Bradenton, FL 34210

5. Governing Law. If Chapter 718, Florida Statutes is amended after this Rule is adopted by the Board of Directors, the Rule shall be deemed automatically amended to make it consistent with the requirements of Florida law.

(Approved by the Board of Directors: February 21, 2024)

