



Vizcaya of Bradenton Condominium Association, Inc.

6101 34<sup>th</sup> Street, West, Bldg. 34, Bradenton, FL 34210

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To All Owners and Residents of Vizcaya of Bradenton Condominium Association:

All temporary and permanent residents of the Vizcaya of Bradenton Community are required to observe the Declaration of Condominium of this community as it was revised May 16, 2008. Owners who sell or lease their units are obliged to provide a copy of this document to the new owners or renters.

As this is a summary of the regulations in the Declaration of Condominium for the Association, the Board advises that all occupants consult the full current written Declaration of Condominium and Bylaws.

#### I Common Interest

These definitions are to aid owners in their understanding of common and limited common elements of the Association:

**Common Elements** are the portions of the Condominium property not included in the Units and the easements, property and installations for conduits, ducts, wiring and other utility services to more than one Unit. These include all dry wall and support walls (load bearing portions) that contribute to the support of the building that may be located inside the Unit. These elements also include roofs, foundations, slabs, exterior surfaces of all improvements not located in a unit or inside a screen including walls of exterior entrance ways and walkways.

**Limited Common Elements** are those common elements whose use is reserved to a certain Unit or Units to the exclusion of other Units. These include entrance walkways, and exterior portions inside a walled area.

1. **Guests:** Condominium units may be used by owners, renters, family members, and guests for residential purposes only. Unaccompanied guests (guests occupying the unit in absence of the owner) are allowed to visit for no more than a total of 14 days a year and must register with the front office for the community's emergency plan. Any other use of a Unit, in whole or in part, is expressly prohibited. No Unit may be used for commercial or hotel purposes.
2. **Assessments:** All assessments are due on the first day of each calendar quarter. Owners are not excused from payment by omission of notice. A grace period of ten days is allowed after which the Association may initiate the statutory collection process, including the accrual of interest and penalties.
3. **Insurance:** All Owners must provide strict proof of casualty insurance and must name the Association as an additional insured on its HO6 policy. The owners must provide a copy of this policy to the Association for its records. All renters must carry an HO4 policy with the Association one of the named insureds.

4. Renovations: Any Owner renovating a Unit is responsible for the removal from Association property of construction debris generated during the renovation. Any contractor involved in the renovation is responsible for the removal of such debris.

Unit owners shall not make alteration in the portions of their Unit that are maintained by the Association without first obtaining approval, in written form from the Board. A copy of plans for such work shall be prepared by an engineer or architect, licensed in the state and filed with the Association prior to the start of work. Owners will submit the required forms (obtained from the Association) and copies of the plans to the Board prior to any work being performed. All necessary permits must be obtained by the Unit owners. Unit owners shall be financially responsible for modification as well as any damages that occur to the common elements or other Units.

5. Personal property may not be maintained outside the Unit in common areas.

6. Work Hours: Vendors or contractors which are servicing a residence must perform all work between the hours of 8 AM and 6 PM weekdays (excluding major holidays), unless there is an emergency (e.g. plumbing leak, air conditioner failure) of which the property manager should be notified.

7. Repair Personnel: Unit Owner's contracts for maintenance, repairs, replacements, alterations, additions or improvements shall be performed by properly licensed and fully insured persons or firms. The Owner of each Unit shall be liable for the expenses incurred of any maintenance, repair or replacement of common elements, other units or personal property due to any act or negligence on their part, their guests, tenants or agents.

9. Landscaping: All planting areas and planters (outside of Units), lawns, trees grass, shrubs, driveways, sidewalks and stairways are common elements.

a. No planters, potted plants, statues or other ornamental object are permitted on window ledges; stair ledges or balcony railing. Any landscaping planted in the common area and limited common area becomes the property of the association.

b. Any change or alteration to any limited common element or common element (including building exteriors, lawns, shrubbery and other exterior plantings) requires the written approval of the Board of Directors. Any owner desiring to undertake such changes or alterations must apply to the Board and, if the Board approves, the work must be done at the Owner's expense without disturbing the rights of any other Unit Owner.

c. If an Owner (or resident) makes additions or alterations to a common element without prior written consent of the Association, the Association may remove such unauthorized additions or alterations. Such additions may include but not limited to personal property such as outdoor furniture, tents, grills or illumination devices. Any expenses that result from such removal may be charged to the unit owner.

**d. Any material alterations, substantial additions or improvements to the common elements require approval of not less than fifty-one percent (51%) of the total voting interest of the Association.**

## II Traffic- Parking

1. Pedestrians always have the right-of-way. The speed limit in Vizcaya of Bradenton Condominium Association is 15 mph.
2. No trucks or commercial vehicles are allowed except for delivery and pickup and necessary service vehicles. Vans are classified as station wagons when used exclusively for passengers and are not prohibited. Boats and trailers may be temporarily parked in a parking area when they are being actively loaded or unloaded.
3. Any and all vehicles parked or stored on Condominium Property which do not comply with parking regulations shall be subject to towing at Owner's expense after twenty-four (24) hours notice to owner or occupant. Guest parking spaces (uncovered) do not belong to any one individual.

## III Pool Area

1. The use of china and glassware is prohibited inside the fenced area (FL 514).
2. No pets permitted within the fenced area (FL 64.E).
3. Owners not in residence, because their units are under lease or rental, are not entitled to the use of any recreational facilities during the lease or rental period. Additionally, Owners not in residence within this Condominium are not permitted to authorize non-residents to use any recreational facility.
4. Daytime guests (not staying in-house overnight in any Unit) must be accompanied to the pool by current owner or tenant.
5. All violations of the rules are subject to fines as prescribed by the Association and/or suspension of the right to use the recreation area.

## IV Resale or Lease

1. The sale or lease of any unit is not authorized unless such action has been approved by the Board of Directors.
2. The Association, as a condition to permitting the leasing of a unit, may ask for a security deposit from a lessee up to the highest amount allowable by law.
3. No rental or lease will be approved for a period of less than 1 year. The Board is authorized to seek personal references, background checks and credit ratings for all applicants.

## V Complaints

Any unit owner may register a complaint alleging an infraction of these Rules & Regulations. The complaint must be in writing to the Board of Directors. The Board will take corrective action or dismiss the complaint within thirty days of receipt. On first complaint, the Board may issue a verbal warning requesting corrective action to be taken within ten days. If corrective actions are not forthcoming, the Board will issue a written Notice of Intent to enforce its ruling under provisions of the Condominium Act of the state of Florida. This may include the levy of a fine against the offender as provided by the act.

VI **Compliance**

The Owners and all unit occupants are governed by, and must agree to comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws. Particularly we draw your attention to Article 5 of our Declaration of Condominium regarding Owners' responsibilities and approval by the Board of Directors of alterations and improvements within units. This article may be found on page 7-8 of our Documents.

To assist the Board in these efforts:

1. The Board shall establish an Arbitration Committee.
2. The Association may levy reasonable fines against a unit for failure of the unit owner to comply with any provision of the Declaration. A fine shall not be levied without reasonable notice for compliance and an opportunity for a hearing for the Owner.
3. The Committee shall consist of no less than three (3) nor more than five (5) Unit Owners none of whom shall be an Officer or a Director nor the spouse or family member of an Officer or a Director.

The value of a condominium property in the State of Florida is directly correlated to its architectural and aesthetic continuity. The Board will enforce its documents and administer the day-to-day operations of the Association in a manner which is fair, reasonable and non-discriminatory. In the past, violations not known may have been overlooked, but from this date and forward, each and every regulation and rule will be strictly enforced as to everyone, regardless of owner, tenant or guest. The Association is fully committed to enforcing each and every provision of its documents to protect and preserve the value of the Condominium and in an effort to bring the community into uniform compliance.

Respectfully,

Lucy Dixon, LCAM

For The Board of Directors, Vizcaya of Bradenton