

*Rules and Regulations
of
Vizcaya
at
Palm Aire Association, Inc.*



POMPANO BEACH, FLORIDA

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MAY 2003; JUNE 6, 1997; JANUARY 16, 1995

X. ABSENCE FROM UNIT: (48 hours or longer)

To Do Checklist:

- 1. Follow Hurricane Preparations (Rule of Section 16) if absence occurs during hurricane season**
- 2. Shut off main water valve (located on wall near hot water tank)**
- 3. Shut off water valves to clothes washer**
- 4. Shut off hot water tank circuit breaker**
- 5. Change “Floodhawk” battery if necessary**
- 6. Activate alarm system**
- 7. Lock all doors including porch sliders**
- 8. Check smoke alarms**
- 9. Inform your caretaker of absence and see that he or she is provided with emergency telephone numbers and procedures**

FOREWORD

The **INDEX** provided in the next few pages is intended to be a more productive way to consult this Book, as the modern reader is more willing to search by keyword (Internet style) rather than by subject.

SECTION X, at the beginning of the Book of Rules, provides a checklist of procedures required of unit owners who will be absent from their unit for 48 hours or longer.

The **ENFORCEMENT SECTION** at the end of the Book of Rules recaps the seven (7) most common violations for which an offender ought to know the resolve of the Board to levy fines.

Editing Committee
for the Board of Directors

Notes:

Book cost

This Book has been produced at a cost of \$912 for 350 copies or \$2.60 per copy to foster the knowledge of Rules and Regulations that should govern the conduct of Vizcaya unit owners and their guests.

Vizcaya Quarterly Maintenance Fees

Also included are costs for amenities and services such as Cable TV, Pest Control, Security Guard and Burglar Alarm monitoring.

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INTRODUCTION

The rules and regulations hereinafter enumerated as to the condominium property, the common elements, the condominium units, and the condominium in general, shall be deemed in effect until amended as provided by the laws of the Association and shall apply to, and be binding upon all unit owners.

The unit owners shall at all times obey said rules and regulations and shall see that they are obeyed by their families, guests, invitees, servants, lessees, persons for whom they are responsible, and persons over whom they exercise control and supervision.

Violation of these rules and regulations may subject the violator to any and all remedies available to the condominium Association and other unit owners pursuant to the terms of the Declaration of Condominium, the articles of Incorporation of the Association, the Bylaws of the Association, and Florida law.

Violators may be dealt with by the condominium Association by injunction, other legal means, and the Association shall be entitled to recover in said actions any and all court costs incurred by it, together with reasonable attorney's fees, in addition to any remedies or rights which the association or any unit owner may have to recover damages, costs, and attorneys' fees against any person violating the rules and regulations or the Declaration of Condominium and any of the exhibits thereto.

The Board of Directors may, from time to time, adopt new rules and regulations or amend or repeal previously adopted rules and regulations. Any waivers, consents or approvals given under these rules and regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent, or approval for any other purpose other than that which is identified at the time of the giving of such waiver, consent, or approval. In addition to the Rules and Regulations, notices are periodically posted on Vizcaya various bulletin boards for the information of all unit owners, renters and guests.

Please be sure to look regularly at

**THE OFFICIAL
BULLETIN BOARD
AT THE RECREATION HALL**

AND ALSO THOSE

OUTSIDE TOWERS' LOBBIES & GARDENS

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- 6. Activate alarm system**
- 7. Lock all doors including porch sliders**
- 8. Check smoke alarms**
- 9. Inform your caretaker of absence and see that he or she is provided with emergency telephone numbers and procedures**

1. ALTERATIONS AND/OR STRUCTURAL MODIFICATIONS

No unit owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit without first making application as outlined in paragraph two below and obtaining prior written consent of the Board.

An Architectural Approval Request Form (see forms at the back of this Book) must be submitted for the Board's review along with copies of a set of plans or changes to be made as well as any required municipal or county permits and drawings. (5/7/1997)

All moving, deliveries, removal of debris, and construction or alteration work may only be done between the hours of **8:00 AM and 5:00 PM Monday through Saturday**. Sundays and holidays are excluded. (Rule Section 35, Board Approved 1/9/07). Hauling of material with booms, cranes or ropes outside windows **above first floor** is always prohibited unless a special prior written consent is obtained from the Board. well as any required municipal or county permits and drawings. (5/7/1997)

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Unit owners must supervise their contractors as follows: (5/8/1998)

1. The contractor must haul away all **carpeting, tile and construction debris**. These items may **NOT** be placed in the Association's dumpster. Should this be done, the unit owner will be billed for extra hauling charges.
2. Unit owner shall be responsible for damages to common property done **by delivery trucks** (no trucks more than 35 feet is allowed) or **contractors**.
3. Contractors must do all cutting, storage of materials, and work **within the individual unit** using electricity within the unit.

2. AIR CONDITIONING

No air-conditioning equipment other than equipment originally in the unit is permitted without the written consent of the Board. Wall or window air-conditioning units are not permitted. (Adopted 5/20/1997).

For air conditioning in lobbies and recreational area see Rule Section 28B.

3. ANTENNAS AND WIRING

No antennas, aerials or wiring may be placed or installed on the exterior of a building or unit without the written consent of the Board. (Adopted 5/7/1997) Any approval is restricted to the unit owner receiving the approval. The approval is not grand fathered.

4. BUILDING EMPLOYEES, CONTRACTORS AND MANAGEMENT EMPLOYEES

No unit owner or member of his family or guest shall give orders or instructions to building employees, contractors, or the management employees.

4A. CAR WASHING (Adopted 5/18/1999)

No professional car washing permissible on Vizcaya property. Individual unit owners may wash their cars using the water hose located in the building dumpster rooms.

5. CHILDREN:

Each unit owner shall be solely responsible for the actions and any damage caused by his children or children visiting him. Unit owners shall be responsible for and shall require their children and visiting children to comply with all rules and regulations concerning the recreational facilities. Children under twelve (**12**) years of age shall not be allowed in the pool and deck area unless **accompanied by an adult at all times.** Children under fifteen (**15**) years of age shall not be allowed in the exercise room unless **accompanied by an adult at all times.** (Modified 5/20/1997)

6. CLEANLINESS:

Each unit owner shall maintain his unit, and especially the exterior of his unit, in a clean and orderly manner, and in a way that will not be offensive to any other unit owner.

7. COMPLAINTS (NON-MAINTENANCE)

All non-maintenance complaints of unit owners shall be made in writing to the Management Office. (Modified 5/20/1997)

7A. COMPLAINT PROCEDURE

1. NON-EMERGENCY SITUATION

a. Business Hours

Unit owners are requested to telephone Management office at **954 968-4481** to report complaints and requests to the Property Manager. **Please make a written note of date and time of and to whom you were speaking.**

Unit owners may e-mail the property manager.

b. After Hours

Telephone Management office answering service at above number and/or the security guard, who subject to time availability will accept complaints and requests between 5:00 PM and 1:00 AM. These will be entered together with the complainant's name, into the black logbook known as the "Complaints and Repairs Log Book" located in the guardhouse since 11/16/1993.

Every workday, a representative of the Management office is required to check the logbook and implement what he can at a cost not to exceed \$150 (Adopted 4/7/1992). Above that limit, he refers to his superior, and/or the Board as required. Finally, the Management office representative will enter repair status and completion date.

2. EMERGENCIES:

For emergencies affecting the common elements, e.g., elevators and property lighting, as well as any emergency situation affecting any apartment in any building such as water leaks, please call the property manager MWI-Campbell Property Management at **954 968-4484**.

Leave a message and make a written note of time of call. Within 24 hours of the emergency, the Property Manager will report to the Board.

THIS PROCEDURE IS TO BE POSTED ON THE BULLETIN BOARD OF THE RECREATION AREA.

8. CONDUCT (QUIET ENJOYMENT)

No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the condominium property, including, without limitation, inside any dwelling unit or in any common area.

No person shall enter into the Towers' lobbies or in the elevators with bare feet. (Modified 5/20/1997)

9. DAMAGED COMMON ELEMENTS

The cost of repairing damage to common elements including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner.

9A. ELEVATOR LOBBIES

(Various Board of Directors decisions from 5/8/1998 through 1999)

1. Ground Floor Lobbies:

No decoration or addition may obstruct the fire extinguisher, alarm panel, signage or exits.

Any further alteration/improvement for a ground floor lobby is the responsibility of the unit owners of that stack under the direction of that building captain or his or her designee. Cost and maintenance thereafter of said alteration/improvement is also the responsibility of the unit owners of that stack.

2. Other Lobbies:

The two unit owners of all floors above the ground floor who are served by a common elevator lobby may mutually agree to decorate or make improvement to their elevator lobby, with the consent of the Association. The **application procedure** is outlined under Rule Section 1.

No decoration or addition may obstruct the fire extinguisher, signage or exits. Each such unit owner shall be required to pay one half of the cost of such decorations and improvements, unless the unit owners agree in writing to a different financial arrangement. The unit owners shall be required to maintain the decorations and improvements.

3. All Lobbies

The following applies to **all lobbies**: The Association shall maintain the lobbies as a common expense. However, if any special decorating item or improvement installed in any lobby by the unit owners is in need of repair or replacement, and is materially more expensive to repair or replace than similar improvement within other lobbies, and the unit owners are not carrying it out, the Association may replace the decorating item or improvement with a less expensive decorative item or improvement similar to the other lobbies.

Any changing of light fixtures or repairs to previously changed light fixtures other than changing of bulbs must be done by a licensed electrician. If such light fixtures require special bulbs, the unit owners are responsible to provide them. When provided, the maintenance personnel will change special bulbs.

9B. DELINQUENCIES PROCEDURE

(Revised Board of Directors 5/19/98- amended FL Statutes regarding 5% penalty)

1. If an owner has not made payment of maintenance, special assessments, or other duly passed assessments by the **15th of the first month** of a quarter, 5% of the delinquent amount will be added to the now delinquent amount due. Additionally, the Association will charge 18% interest per annum from the original date of the assessment until the date of the payment.
2. **If by the 20th day** of the same month referenced under section 9B (1) payment is not received, an Association demand letter requesting payment will be sent by certified/return receipt mail. If payment in full is not received by the end of that month, the Association's attorney will file a **Claim of Lien** on the property of the delinquent unit owner.
3. The unit owner must make payment in full within **30 days after the date of the filing of the Lien**. If payment is not received within that time, the Association will proceed with a foreclosure action against the property.
4. The unit owner will be responsible and charged for all attorney's fees and costs incurred by the Association with regard to the collection of their delinquent account.

10. DELIVERIES:

The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an owner, even though such theft,

conversion, disappearance, loss or damage may occur through the negligence of the management company, and all parties delivering items to such employees and all parties intended to be the recipient of items so delivered, hereby assume all risks of theft, conversion, disappearance, loss and damage of and to such items.

Delivery and repair personnel are to be instructed by the management office to park in “**guest**” spaces adjacent to the building—not to park in covered areas reserved to unit owners.

10A. MOVING AND TAKING DELIVERY & DISPOSING OF LARGE ITEMS

1. In connection with a purchase, sale or lease, a deposit check of **\$550 from each party** (the buyer **and** the seller or the exiting lessee **and** the incoming lessee) - as a security against damages must be provided to the management office (MWI) prior to moving in or out. (1/9/07)
2. No 18-wheelers or trucks longer than 35ft are permitted through the gate. Use shuttle vehicle as required.
3. All unit owners must advise the management office (MWI Campbell 954 968-4481) **and** the relevant stack captain of the date and approximate time movers are expected (at least 24 hours prior to delivery). Request for elevator pads should be made at this time. **Moves may only be done between the hours of 8:00am and 5:00pm on weekdays and Saturday.** Moves are **NOT** allowed on Sunday or holidays.
4. Call the office at the time of arrival so that the maintenance person can greet the delivery person at the gate and **be present to witness any damage** that may have been caused by the mover/deliveries. The unit owner involved shall be responsible for the cost of any repairs.

5. If it is an all-day move in/move out, the owner must call **back the office for re-inspection of the elevator** prior to the moving company leaving the area.
6. Delivery cartons and moving boxes **must be flattened and properly placed in the building dumpster** or placed neatly against the wall of the ground floor dumpster room.

11. EXTERIOR APPEARANCE

No improvements may be made or placed upon the exterior of any of **the common elements** or **limited common elements** of the condominium without the prior written consent of the Board. Any consent of the Board to any improvement to be made in or on the exterior of any unit, or to anything to be placed therein or thereon, may be withheld on **purely aesthetic grounds, in the sole discretion of the Board.** (Please refer to Appendix 2).

11A. SLIDING GLASS DOORS (BOARD APPROVED 2/20/1990)

Optional installation of uniform sliding glass doors on the front and rear porches of units must meet the following requirements:

1. All doors shall meet the standards presently in existence or as amended from time to time by Broward County and or the State of Florida.
2. Doors must be gauged to withstand winds up to current code requirements.
3. All framing must be ESP white.
4. All glass must be ½” gray tempered.
5. All tracks and hardware must be stainless steel or aluminum to prevent corrosion.
6. See Rule Section 42 regarding **Window, Door and Balcony Treatments.**

The following information must be provided by the contractor installing the sliding glass doors to the Management Company and Board of Director for review and approval:

1. Building permit
2. Contractor's occupational license
3. Contractor's license
4. Certification of Workman's Compensation Liability Insurance

12. FLAMMABLE MATERIALS

No flammable, combustible or explosive fluid, chemical or substance shall be kept within any portion of the condominium property, including, without limitation, in any unit, storage area or common element area, except as required for normal household use.

13. FLOOR COVERING

If any unit is located above another unit, floor covering other than carpeting which is installed in areas other than a kitchen, bathroom, or hallway, must be installed with ¾" or acoustical underlay ("SGM sound control" or "Laticrete" or "Soundout") or equivalent sound reducing materials, or ½" cork approved by the Board to reduce noise transmitted to the unit underneath.

14. GUEST OCCUPANCY

Temporary guests are permitted to reside in any unit so long as such guests do not create or cause an unreasonable source of noise, annoyance or disturbance to the other unit owners and permanent residents of the condominium. All temporary guests shall be required to comply with **ALL** of the rules and regulations of the condominium and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to **limit the number of temporary guests** who may reside in a unit at any time. The Board reserves the right to expel any temporary guest who violates the foregoing requirements.

14A. ABSENTEE UNIT-OWNER (Board Approved 11/20/09)

1. Within 24 hours of Guest Occupancy, it is the responsibility of the absentee unit-owner to provide

the Association, or the person designated by the Board of Directors for such purpose, with the name of the Guest(s) and the expected length of stay.

Guests are requested to observe **ALL** the Rules and Regulations of the Association.

2. Upon being so advised, the Property Management Company will then forward one copy to the President and a copy to the appropriate Stack Captain with a request to inform neighbors.
3. This rule specifically refers to guests and does not apply to renters who are subject to specific rental requirements.

15. GUNS

No guns shall be permitted to be discharged on any portion of the condominium property, including the common areas and units, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida. Guns for this purpose shall include, but not be limited to, rifles, shotguns, pistols, dart guns, BB guns and slingshots.

15A. HOUSE STORAGE- ADJACENT TO LOBBIES

(Libo Fineberg, Esq., letters-March and May 1999)

On each floor of the Towers there is a “House Storage Room” which belongs to the building and may be used by the apartment owners if not needed by the Association. The two unit owners on each floor **may share** this area for personal storage. **NO** locks are permitted on the doors to these rooms.

This rule does not apply to the lobby level on which there is no such house storage area.

16. HURRICANE PREPARATION

Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to his departure by:

1. **Doing preparations** outlined in Section X-Absence From Unit
2. **Removing all furniture**, plants and other moveable objects from the exterior portion of his unit.

3. **Designating a responsible** firm or individual to care for his unit should the unit suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.
4. **Any unit owner failing** to make hurricane preparations and/or making improper preparations shall be held responsible for any damage done to the property of other unit owner(s), and/or to the common elements resulting from such failure.

16A. HURRICANE PROTECTION (Adopted 9/17/2002)

1. Regular hurricane shutters may be installed at the unit owner's expense according to the standards set by Broward County and/or the State of Florida inside the front and rear patios and windows, but may **not be installed on the outside of the Towers buildings.**
2. Regular hurricane shutters may be installed over the windows on the end walls on the exterior of the Towers buildings.
3. Hurricane windows and hurricane shutters may be installed in the interior of the Garden patios and where possible on the interior of various windows.
4. The color to be white as the building window trims.
5. See Rule Section 1 for proper application procedure.

17. INSURANCE RATES

No unit owner shall permit or suffer anything to be done or kept in his unit that will increase the rate of insurance on the condominium property.

17A. "LOCKED OUT" CALL CHARGES:

If a unit owner gets locked out, there is a \$40 charge to the unit owner for the emergency service man arranged by the property manager to retrieve the keys and let the owner in. (Refer to Rule Section 31: **Key and Code on file**)

Service provided by an outside vendor shall be billed to the unit owner (for example locksmith).

18. MOTORCYCLES

Motorcycles shall not be parked in any area other than in designated motor vehicle parking spaces. Motorcycles shall not be driven upon common areas other than roadways and parking areas.

All motorcycles shall be equipped with noise muffling equipment, and the Board shall be authorized to bar from the condominium property any motorcycle or other motor vehicle that in the Board's discretion causes unreasonable noise.

Any damage done to the common elements, including but not limited to pavement, as a result of motorcycle kick-stands or other use of motorcycles, shall be the sole responsibility of the owner of the motorcycle causing such damage and/or the unit owner to whom the motorcycle owner was a guest or invitee.

19. NUISANCES

No unit owner shall make or permit any disturbing noises any place upon the condominium property by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other unit owners.

Sound. No phonograph, television, radio, sound amplifier, or other sound equipment may be played or operated in such manner that it disturbs or annoys other occupants of the condominium.

20. OUTDOOR CLOTHES DRYING

No outdoor clothes drying shall be permitted, and no items shall be placed or hung on the exterior of any unit.

21. OUTDOOR COOKING

No cooking or barbecuing shall be permitted in any enclosed or screened-in patio, balcony or porch.

22. **PARKING**

1. **Only residents** of the Condominium, their guests and invitees shall use parking areas upon the condominium property.
2. **No seasonal storage** (neither short-term nor long-term) of a vehicle owned by any non-resident, approved renter, or bona fide guest is permitted.
3. **Two (2) Parking stickers**, numbered according to assigned parking spaces, are issued by the Association or the Management Company to each unit owner for security purposes and must be displayed on vehicles on the lower left corner on the inside of the windshield on the driver side of the vehicle.
4. **Only automobiles, vans, construed as private passenger vehicle** with permanent rear seats and side windows, and other vehicles commonly used as private passenger vehicles may be parked on the condominium property without the consent of the Board.
5. **Other types of vehicles, trucks**, boats and trailers, may not be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld.
6. Furthermore, no vehicle shall be parked on the condominium property without the written consent of the Board, which may be arbitrarily withheld, if **commercial equipment or lettering** is exposed in or upon the vehicle.
7. The foregoing restrictions shall not be deemed to prohibit the **temporary parking** of commercial vehicles making delivery to or from, or while used in connection with providing services to, any unit or the condominium property.

8. All vehicles parked on condominium property must be **in good condition and in a good state of repair**. No vehicle, which cannot operate on its own power, shall remain on the condominium property for more than twenty-four (24) hours, and no major repair of any motor vehicle shall be made on the condominium property. In connection therewith, no motor vehicle shall be placed upon blocks, jacks or similar device, anywhere on the condominium property.
9. No motor vehicles shall be parked other than in areas **designated for parking**. Vehicles improperly parked will be towed away at the expense of the unit owner or resident doing or permitting such act, and/or the owner of the vehicle.
10. The parking space assigned to a particular unit may be used only by **the residents of that unit**, and their guests and invitees.

23. PASSAGEWAYS

1. Sidewalks, entranceways, passageways, vestibules, and all other portions of the common elements must at all times be kept free of obstruction and encumbrance, and shall not at any time be used for any purpose other than ingress and egress. **No carriages, bicycles, wagons, shopping carts, chairs, benches, tables** or other objects shall be stored or kept in or upon such areas.
2. From time to time, the **Fire Marshall** makes inspection. Any infringement that causes the Association to be fined will be charged to the responsible unit owner. (for example: **bicycle or shopping cart in stairwell landing**).

24. PERSONAL INSURANCE

Although the insurance coverage afforded through the Association provides hazard insurance for the units, such insurance does not include coverage of floor, wall or ceiling

coverings, improvements made by the unit owner, or the personal property of the unit owner. Unit owners may be responsible for the payment of **any deductible under the Association's policy** when damage is caused to their units or by their negligence.)

It is required that each unit owner obtains individual insurance to cover the foregoing.

25. PERSONAL PROPERTY

The personal property of a unit owner shall be stored within his unit or where applicable in assigned storage areas, but in no event shall such property be stored or left within or upon other portions of the common elements or public areas.

26. PEST CONTROL

All unit owners are required to permit employees of pest control companies employed by the Association, if any; to enter their units at regularly scheduled times to perform pest control services.

Unit owners must leave their unit keys and access alarm codes at the management office for pest control use during owner absences.

27. PETS

As written in the Declaration of Condominium (18.3) pursuant to cats and dogs, only one cat or dog not exceeding 30 pounds at maturity is permitted in any Unit and only with the written consent of the Board, which may be granted or withheld. See 18.3 regarding other animals, birds and fish. Pet approval is not grand fathered with changes in unit ownership or death of a previously approved pet.

Any permitted cat or dog must be carried or walked on a leash at all times. The Board may designate portions of the common elements on the exterior boundaries of the condominium as "pet walking" areas. No unit owner shall permit his pet to deposit animal waste on any portion of the condominium property without proper use of a pooper-scooper. No pets are permitted within the recreational facilities.

The Board shall have the right to require any pet to be removed from the condominium which causes an unreasonable source of annoyance to any unit owner, or if these Rules and Regulations are violated with respect to the pet.

Note on Two Pet Exceptions:

Except for the permissions previously granted by the Board for two cats or two small dogs (5/15/2001), no more exceptions to the one-cat or one-dog policy will ever be entertained by the Board.

28. PLUMBING AND ELECTRICAL

Water closets and other plumbing shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, sanitary napkins or other foreign substances shall be placed therein. Grease and other foreign substances shall not be poured down drains. Electrical outlets and electrical wiring shall not be over burdened. Total costs of all maintenance, repairs and replacements connected with any misuse of plumbing and/or electrical installations shall be the responsibility of and paid by the unit owner.

The Floodhawk, which is the system to control hot water tank leaks, has been installed in the units at Association expense with the requirement that each unit owner keep it functioning including the **yearly replacement of the battery.**

28A. SHUTOFFS DURING OWNER ABSENCES

All unit owners are to turn off the water at the main valve, the electrical supply (i.e. circuit breaker) to the hot water heater, and the water valves to the clothes washer when leaving the unit for 48 hours or longer.

HOT WATER HEATER: (April 8, 2011)

It is required that each unit owner verifies **the installation date** of their hot water heater. When a water heater fails, it can cause a lot of damage. Although the

amount of time that a water heater is expected to last varies in different locations and situations, many water heaters can be expected to brake down or fail in **10 to 15 years**. The property manager can help you to verify the installation date. Alternatively, please go on line **www.ehow.com**.

FLOODHAWK

In addition, owners must check that the “Floodhawk” battery is **changed annually** (for example each January 1st) to include the time of absence.

Those owners who do not comply may be brought before a compliance committee and may be fined.

28B. P/E CONTROLS OF COMMON AND RECREATIONAL AREAS

Unit owners may not adjust air condition controls in **building lobbies or the exercise room**.

Unit owners may not adjust controls to the **swimming pool** heater.

Specific signage in the **Recreation and Exercise rooms** regarding electrical exercise equipment, fans, lights, TV and air conditioning must be followed.

Any violation pursuant to the above is a serious offense and will be subject to a fine (State of Florida Condominium Laws).

29. PLANTINGS

No plantings of any nature shall be made by a unit owner upon any public areas, and/or other portions of **the common elements, without the prior** written approval of the Board.

29A. “PRIVACY GARDENS” (Limited Common Areas)

The Association maintains the Limited Common Areas known to the unit owners as the “privacy gardens” for first-floor units in the Tower and Garden apartments.

Following Board approval, the individual owners of these first-floor units may decorate and make additional plantings in their “privacy garden” areas. It is the

the responsibility of the owner to maintain any such additions, under the following provision: Trees, decorations and plantings **must NOT obstruct** exterior building walls so as to impede **painting or maintenance** of common elements by the Association.

Any trimming or removal carried out by the Association will be charged to the unit owner.

30. RECREATIONAL FACILITIES

Use of the recreational facilities shall at all times be solely **at the risk of the individuals** involved, and in no event that of the Association or its members. The use of the recreational facilities shall be **regulated from time to time** by the Board. Additional regulations shall include those that are necessary to comply with the laws of the State of Florida with reference to swimming pools and other public facilities and those that are deemed necessary and reasonable from time to time to comply with the proper use of the facilities by all of the members of the Association.

Amended and/or additional Rules and Regulations shall be posted on the Bulletin board of the recreational facilities, and it shall be the **responsibility of individual unit owners** to apprise themselves of it.

Private use of the recreational facilities must be arranged through, and only after permission has been granted by, the Board. The user of the recreational facilities shall be responsible to leave same in a clean and orderly manner and shall be responsible for any breakage and/or damage caused. (Please refer to Appendix 4).

30A. RECREATION ROOM

1. Unit owners, lessees, and their guests are encouraged to use the Recreation Room. However, as a common area, it cannot be reserved exclusively without **special permission by proper authority**. Such a request must be made to the Board or to the Committee authorized to grant permission, no later than 2 weeks prior to the date of intended use.

Proper notice must be posted on the Rec Hall Bulletin board when such permission is granted. (Please refer to Appendix 4).

2. Exception to the above may be granted when official permission is given by the Board of Directors for exclusive use of the room for a specific purpose at a specific time. **Proper notice must be posted on the Rec Hall Bulletin board when such permission is granted.**
3. Unit owners, lessees and their guests may utilize any portion of the common area as often as they desire, as long as they do not jeopardize the rights of other residents to use the unoccupied sections of the Recreation Room at the same time.
4. Directives given on signage regarding fans, lights, air conditioning and kitchen use must be adhered to.

30B. EXERCISE ROOM

Unit owners are requested to adhere to signs displayed within, particularly when using the treadmills, the elliptical machine and the recumbent bike. For example, no more than 20 minutes when other unit-owners are waiting. Exercise room and equipment are to be kept clean. The equipment user must wipe off perspiration after exercising. (Modified 5/20/1997).

The fan, lights and television must be turned off when the last person is leaving.

30C. RECYCLING

Effective September 1, 2002, recycling for **newspapers only** is being carried out. Flat newspapers (**NO** glossy advertising inserts or magazines accepted) should be placed in a bin located in a designated area.

31. RIGHT TO ENTER IN EMERGENCIES

Keys and Alarm code numbers must be on file at the Management office. In case of emergency originating in or threatening any dwelling, regardless of

of whether the owner is present at the time of such emergency, the Board, or any other person authorized by it shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency, and **such right to enter shall be immediate.** (FL Statutes 718.111(5)).
For related costs please refer to Rule Section 17A.

32. ROOF

No person shall be permitted upon the roof of any building without the prior consent of the Board.

33. SALE OR LEASE APPLICATION FEE

The application fee required by the Declaration of Condominium shall be One Hundred (\$100.00) Dollars.

33.1 SALE & RESALE METHODS / REALTOR SHOWING RULES

The selling method known as “Auction” is **NOT** permitted *in situ* at Vizcaya. However, if the Board can be shown extenuating circumstances, it may allow up to **three groups of prospects, properly escorted,** to view the to be auctioned property on three different occasions within one week preceding the Auction of the property. Prior Board **approval of details and plan is required.** Any **advertising** should carry the mention: “Board Approved and the date”.

No open house is permitted either by realtors or unit owners.

Realtors’ access to the property for the purpose of showing units is limited to **daylight hours** only.

33.2 MINIMUM OF 20% DOWN PAYMENT REQUIRED FROM BUYER TO SELLER

(Board Approved 10/13/04 Membership Approved 1/13/05)

33A. SALE, LEASE SPECIAL FORMS

The Association has approved the use of special forms that the Management office is supplying to the real estate brokers and agents in the area. They are:

- a) Form 2. Application for Lease
- b) Form 3. Application for Purchase
- c) Form 4a. Notice of Intention to Sell Apartment
- d) *Note: Any personal property (not fixtures) included in the sale **must be separately valued** as shown on the notice. The documentary stamps on the recorded deed must conform to this valuation.*
- e) Form 4b. Notarized statement of personal property value (furnished apartment)
- f) **CONTRACTOR'S GUIDELINES** (Please see Appendix 2: **ALTERATIONS/STRUCTURAL MODIFICATIONS**)

33B. SALE/PROPERTY FAIR VALUE PROCEDURE

The Association has the right of first refusal to the real property.

The Association has an interest in correct valuation of any personal property involved in a real property sale. There is no sales tax due on the personal property ("personalty").

The Association uses a form for the certificate of approval that breaks down the **allocation between real property and personal property.**

The Association has the right to inspect all units prior to closing.

33B.1 BUYER INTERVIEW

Per Declaration of Condominium 19.3.4, the seller must settle **ALL assessments, maintenance and fines,** if any, before a buyer interview can take place.

No new buyer **occupancy is allowed** prior to the buyer interview and approval done by the condominium Association (or its representative(s)).

33C. SECURITY GATE / GUARD

Only one car at a time is permitted to go through the gate. Any driver attempting to go through while the gate is

up for the car in front is responsible for any damages to the security gate, the security arm and his or her vehicle.

Upon request, the Security Guard is instructed to escort any unit owner, guest or invitee in to his or her Vizcaya destination.

34. SOLICITATIONS

There shall be no solicitation permitted by any person anywhere in or about the condominium property for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

35. SERVICE PERSONNEL

No unit owner shall permit any service personnel, whether for purposes of maintenance, repair, replacement or improvement, to work in **a unit before 8:00 AM or after 5:00 PM**, except in cases of emergency.

No moving, delivery, construction or alteration work shall be done on Sunday.

36. SIGNS

No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any unit owner on any part of the outside or inside of any unit so as to be **visible from outside of the unit**, or upon any portion or part of the common elements without the prior written consent of the Board.

36A. SMOKING PROHIBITED (adopted 5/7/1997)

No smoking is permitted by anyone in any of the enclosed common areas. Contractors and Management Company employees are not permitted to smoke on the property.

37. SWIMMING POOL

1. Children under the age of twelve (12) years old are not permitted in or around the swimming pool unless accompanied by an adult. **All persons**

must shower before entering the swimming pool and **all suntan lotion or suntan oils must be removed** before entering the swimming pool.

2. No rafts or flotation devices are permitted when others are using the swimming pool.
3. **No food or beverage** is permitted in or around the swimming pool, and **breakable** containers are expressly prohibited.
4. No diving is permitted in the swimming pool.
5. Anyone using suntan lotion or oil **must cover any lounge or chair they are sitting on** with a towel.
6. All infants and toddlers not toilet trained must wear a **rubberized form-fitted or waterproof** garment over a diaper while in the swimming pool.

38. TRASH AND GARBAGE (revised 2/26/1999)

1. Raw garbage, except for bones, must be disposed of in the kitchen disposal unit. All other refuse or trash must be placed in **plastic bags, tied firmly** and deposited in the refuse chute or in the dumpsters provided in all areas of our property.
2. **Glass jars** and other items of glass must be placed in the proper receptacle in the trash rooms or other designated areas set aside for that purpose. Improper disposal of glass endangers the safety of employees and residents who may access the dumpster rooms.
3. **Cardboard cartons** must be flattened and properly placed either in the building dumpster or neatly against the wall of the ground floor dumpster room.
4. **In the event of a violation**, the offenders will be subject to a fine of up to \$1,000, for which the unit owner will be held liable, under the State of Florida Condominium Laws.

NEWSPAPERS: Effective September 1, 2002, recycling for newspapers only is being carried out. Flat newspapers (no glossy advertising inserts or

magazines accepted) should be placed in a bin located in a designated area.

38A. US MAILBOXES (outgoing)

Non-mailing materials are not to be deposited in mailboxes. Violators are punishable by Federal Law. Such occurrences will cause mail pickup to be suspended.

39. VEHICULAR AND PEDESTRIAN TRAFFIC

All vehicular and pedestrian traffic upon the condominium property shall at all times comply with controlling governmental laws. All such traffic shall obey any traffic signs and/or other equipment employed for the purpose of traffic control, whether or not it is placed by governmental authorities and/or the Association. Unless otherwise posted, vehicular traffic shall adhere to a **maximum speed limit of 15 mph.**

40. WATERBEDS

No waterbed or flotation bedding system is permitted in any unit unless and until the unit owner or resident concerned provides insurance in the Association's name in the amount deemed reasonable to protect against personal injury and property damage that may result there from.

41. WHEEL VEHICLES:

No unit owner shall permit wheel vehicles, including but not limited to **bicycles, mopeds, skateboards, carriages and shopping carts,** to be used in a manner that would interfere with vehicular and pedestrian traffic upon the condominium property.

42. WINDOW, DOOR AND BALCONY TREATMENTS

1. No awning, canopy or other projection shall be attached to or placed upon the **outside walls or doors or roof** of the condominium buildings without the prior written consent of the Board.

2. No blinds, shades, screens, decorative panels, window or door coverings shall be attached to or hung or used in connection with any window or door in a unit, if affixed to the **exterior of a unit**, without the prior written consent of the Board.
3. Window treatment shall consist of drapery, blinds, decorative panels or other tasteful materials, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after a unit owner or tenant **first moves into a unit** or when permanent window treatment are being cleaned or repaired.
4. Except for white or light earth-tone window coverings, the Association has the right to require any window coverings to be removed if the color of it is unsightly in the Board's discretion.
5. No windows **shall be tinted** and no **tinted glass** shall be installed, and no screening shall be replaced other than **screening of the same material and color** as originally exists, without the prior written consent of the Board.

ENFORCEMENT

In the event of a violation of any of the condominium rules, in particular those listed below, the offenders will be subject to a fine of up to \$1,000 for which the unit owner will be held liable under the State of Florida Condominium Laws. Although the step of levying fines is rare at Vizcaya, the offenders ought to know the resolve of the Board of Directors.

RULES MOST FREQUENTLY VIOLATED	SECTION #
Absence from Unit	X
Alterations	1
Parking	22
Plumbing & Electrical Controls	28, 28A, 28B
US Mail	38A
Trash & Garbage	38

UNIT _____

DATE REC'D _____

STACK 41 _____

NAME _____

APPENDIX 1
VIZCAYA ARCHITECTURAL REVIEW COMMITTEE
REQUEST FOR MODIFICATION

I, _____, hereby request approval by the Architectural Review Committee for the modification shown below to Unit/Apt# _____ located at:

Upon approval of my request for this modification, I/We will assume all liability for any damage incurred as a result of this modification as well as any additional maintenance costs that may be incurred. I also agree to obtain permits that may be required by any and all governmental agencies for this modification.

Attach a sketch, including the dimensions, of the proposed modifications

- The location of the modification on my property
- Copy of the survey of my property.
- Color samples, if applicable.
- Use additional sheets if necessary.
- Owner(s) Signature(s): _____

The above request to Unit/Apt# has been : () APPROVED;
() APPROVED WITH THE FOLLOWING CHANGES;

() DENIED

DATE: _____ CHAIRPERSON ARC: _____

DATE: _____ BOARD OF DIRECTORS: _____

Unit owner makes copy as required.

APPENDIX 2

VIZCAYA ALTERATIONS/STRUCTURAL MODIFICATIONS CONTRACTORS' GUIDELINES

Section 1. “No unit owner shall make any alteration or addition to the common elements or limited common elements, or to the exterior of his unit, or any structural modification to his unit without first making application as outlined in **APPENDIX 2** below and obtaining prior written consent of the Board.

1.1 CHECK RESERVE (From unit-owner to Association) of 5% of the expected cost of the work or \$1,100 whichever is greater _____

1.2 EACH VIOLATION is \$100 per daily occurrence (maximum of \$1,000) and needs to be documented by digital dated photo signed by two officers or one officer and the stack captain _____

1.3 DEBRIS REMOVAL. The contractor must haul away all carpeting, tile and construction debris. These items may not be placed in the Association’s dumpsters _____

1.4 HOURS OF WORKS. All removal of debris, and construction or alteration work may only be done between the hours of 8:00am and 5:00pm Monday through Saturday. Sundays and holidays are excluded. _____

1.5 HAULING OF MATERIALS WITH BOOMS, CRANES OR ROPES OUTSIDE WINDOWS above first floor is always prohibited unless a special prior written consent is obtained from the Board. _____

Section 2. AIR CONDITIONING: No air-conditioning equipment other than equipment originally in the unit is permitted without the prior written consent of the Board.

Section 28. PLUMBING AND ELECTRICITY: A different load factor other than equipment originally in the unit is not permitted without the prior written consent of the Board for this change. Such a change could overburden the electrical wiring. _____

Section 9. DAMAGED COMMON ELEMENTS: “The cost of repairing damage to common elements including but not limited to the condominium buildings and landscaped areas, caused by a unit owner or his guests or invitees, shall be the sole responsibility of such unit owner _____

Section 13. FLOOR COVERING. For restriction, please refer to Section 13 of the Vizcaya Rules and Regulations

DAILY CLEAN UP. The elevator, main lobby and tiled entrance must be THOROUGHLY CLEANED at the end of each work day _____

Workers should **wear cover-shoes** inside the unit and remove them when exiting _____

Elevator pads must be removed by contractor and stored at the end of EACH work day _____

Note 1. This sheet is to be initialed by buyer at interview time and by contractor at application time _____

Note 2. The requirements herein are separate from the City/ County Permitting process _____

Revised 4/8/2011

Unit owner makes copy as required

UNIT _____

DATE REC'D _____

STACK 41 _____

KEYS _____

ALARM CODE _____

APPENDIX 3
EMERGENCY CONTACT FORM
VIZCAYA AT PALM AIRE

Occasionally, a security or maintenance problem will occur when it is imperative to be able to quickly contact an out-of-town owner, or their local representative. Undue delay in effecting repairs or additional more extensive damage can be prevented if there is a reliable method of contacting the owners as promptly as possible. Please be assured this information will be strictly confidential.

NAME OF OWNER(S) _____

PROPERTY
ADDRESS _____

PARKING SP# _____ VIZCAYA TEL# _____

CELL# _____

E-MAIL ADDRESS _____

OUT OF TOWN/FOREIGN COUNTRY
ADDRESS _____

OUT OF TOWN/FOREIGN COUNTRY
TEL# _____ OFFICE TEL# _____

APARTMENT WATCHER _____ TEL# _____

**PERSONS AUTHORIZED TO RECEIVE YOUR KEY
IN YOUR ABSENCE**

NAME _____
ADDRESS _____
TEL# _____

NAME _____
ADDRESS _____
TEL# _____

NAME _____
ADDRESS _____
TEL# _____

UNLESS THE NAMES ARE LISTED ABOVE, NO ONE WILL BE AUTHORIZED TO OBTAIN A KEY (THIS WILL INCLUDE YOUR IMMEDIATE FAMILY). THERE WILL BE NO EXCEPTIONS. IF IN THE FUTURE SHOULD YOU ADD/DELETE TO THIS LIST, YOU MUST NOTIFY THE MANAGEMENT OFFICE IN WRITING.

PLEASE RETURN TO:

MWI/CAMPBELL PROPERTY MANAGEMENT
3500 GATEWAY DRIVE, SUITE 202
POMPANO BEACH, FL 33069
TEL: 954-968-4481
FAX: 954-970-9367

SIGNED _____ DATE _____

Unit owner makes copy as required

UNIT _____

DATE REC'D _____

STACK 41 _____

NAME _____

APPENDIX 4
VIZCAYA RECREATION ROOM
REQUEST FOR EXCLUSIVE USE

(Permission must be given by Board of Directors as per Rule
Section 30a)

Date exclusive use:

DAY _____ DATE _____

DEPOSIT MONEY \$150 CK# _____

DATE OF REQUEST: _____
(Must be 2 weeks prior to requested date).

PURPOSE: _____

EXPECTED No. OF UNIT-OWNERS: _____

EXPECTED No. OF GUESTS: _____

SIGNATURE OF UNIT-OWNER: _____

The above request has been: () APPROVED; () DENIED

DATE: _____ BOARD OF DIRECTORS: _____

Unit owner may copy this page as required (which must be approved to have effect). Management posts **completed and approved form** on Rec Room Bulletin Board.

GUARD DUTIES SUMMARY

RESIDENTS

1. Vizcaya residents have a parking sticker on the driver's side windshield. They may open the gate with their clicker. The guard is to stand up, come to the door and acknowledge seeing the sticker.
2. If requested, accompany on foot the resident to lobby (Towers) or front door (Gardens).

VISITORS

3. For Visitors:
 - a. Request name of visitor(s) and name of Vizcaya resident they are visiting and record names in log.
 - b. Call Vizcaya residents to announce visitor(s). Guard is to deny entry if there is no response (SECURITY MATTER).
 - c. Give directions to Tower Stack or Gardens.
 - d. Tell visitors NOT to park in covered parking areas which are reserved for residents.

OTHER

4. Keep lights on in Guardhouse after dark.
5. Make a security check on foot of entire property at 9:30 pm (FOLD DOWN UMBRELLAS BY REMOVING METAL PIN) and again at 12:45 am (approximately).
7. Make sure lights inside both Pool Locker Rooms are shut off.
8. Flip black switch to UP POSITION when leaving at 1:00 am.
9. Enforce the following Vizcaya Rules and Regulations:
 - a. Pool closes at 8:00 pm.
 - b. ABSOLUTELY NO CONTRACTORS OR THEIR STAFF AFTER 5:PM OR ON SUNDAYS EXCEPT IN CASE OF FEDEX, UPS, DHL OR A REAL EMERGENCY (OK for plumbers, electricians, air conditioning, telephone repairs, cable, Comcast). In case of doubt call Mr. PAUL DI PASQUA (do not call Board members).
 - c. No moving in the evening after 5:00 pm.
 - d. Refer to the back cover for phone numbers of MWI-Campbell, Police (BSO), and other emergency numbers.
 - e. Refer to the Vizcaya Directory for telephone numbers of President, Vice President, Board Members, or Captains. For current Officer's names, refer to posted list.
10. Guard appearance: shining badge, uniform pressed and friendly smile. Should speak clearly and slowly.

EMERGENCY NUMBERS

FIRE ALARM BSA is the provider of the Fire Alarm monitoring
Fire Alarm monitoring **954 424-0998**

EMERGENCY (maintenance) **954 968-4484**
For Non Life-Threatening Emergencies such as elevator malfunction, fire alarm panel, lockouts, and water flood.

ELEVATOR **Use Emergency Phone in Elevator**
Emergency Phones in Elevator are monitored 24/7 by BSA with automatic connection when button is pushed down. Even if you can't speak your locations is known and help is sent.

POLICE (Non Life-Threatening) **954 786-4200**

SECURITY GUARD (Vizcaya Gate House) **954 970-8969**

USEFUL NUMBERS

COASTAL PEST CONTROL **954 270-6065**

COMCAST (CABLE) **954 252-1937**

DEVCON (ALARM) **800 226-2351**

POST OFFICE (2351 W. ATLANTIC) **800 275-8777**

PUBLIX (21ST AVENUE) **954 975-0119**

SKOLNICK COMMUNITY CENTER **954 786-4590**

MWI-CAMPBELL MANAGEMENT OFFICE **954 968-4481**

MWI-CAMPBELL MAINTENANCE **954 968-4484**

SERVICE PROVIDERS (for reference only)

BSA ELECTRIC **954 424-0998**

FLORIDA TROPICAL PLUMBING **954 979-2230**