

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

POMPANO BEACH, FLORIDA

BOARD OF DIRECTORS APPROVED SEPTEMBER 17, 2002  
PRIOR REVISIONS - JUNE 6, 1997, JANUARY 16, 1995  
REVIEWED & PRINTED MAY 2003

**FOREWORD**

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

For the first time, SECTION X (purposely placed at the beginning of the Rules) provides a checklist of procedures required of unit owners who will be absent from their unit for 48 hours or longer.

Another first is the ENFORCEMENT SECTION (purposely placed at the end of the Rules) that recaps the seven 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

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Notes:

This brochure has been produced at a cost of \$650 for 250 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.

Credit: The cover photograph is courtesy of Mr. Michael Perkins, a principal at Irrigation Design Group. IDG is the company responsible for the various Irrigation project arrangements to replace the use of expensive City water for landscape irrigation with the use of canal water. The project is being completed as we go to print.

Costs included: In addition to those costs included in the quarterly maintenance are costs of cable TV, Pest Control, Security Guard, and Coastal Alarm monitoring.

## INDEX

| Item  | Section # |
|---|-----------|
| <b>Absence from Unit/To-Do Checklist</b>              | <b>X</b>  |
| Alterations and/or Structural Modifications           | 1         |
| Air Conditioning                                      | 2         |
| Antennas and Wiring                                   | 3         |
| Auction   | 33.1      |
| Building Employees, Contractors & other Workers       | 4         |
| Car Washing   | 4A        |
| Children  | 5         |
| Cleanliness   | 6         |
| Complaint Procedure                                   | 7         |
| Complaint Procedure Maintenance                       | 7A        |
| Conduct & Quiet Enjoyment                             | 8         |
| Damaged Common Elements                               | 9         |
| Elevators and Lobbies                                 | 9A        |
| Delinquencies Procedure                               | 9B        |
| Deliveries  | 10        |
| Moving and Taking Delivery & Disposing of Large Items | 10A       |
| Exterior Appearance                                   | 11        |
| Sliding Glass Doors                                   | 11A       |
| Flammable Materials                                   | 12        |
| Floor Covering  | 13        |
| Guest Occupancy                                       | 14        |
| Guns  | 15        |

## INDEX

|  |      |
|--|------|
| House Storage  | 15A  |
| Hurricane Preparation  | 16   |
| Hurricane Protection   | 16A  |
| Insurance Rates  | 17   |
| Motorcycles  | 18   |
| Nuisances  | 19   |
| Open House   | 33.1 |
| Outdoor Clothes Drying   | 20   |
| Outdoor Cooking  | 21   |
| Parking  | 22   |
| Passageways  | 23   |
| Personal Insurance   | 24   |
| Personal Property  | 25   |
| Pest Control   | 26   |
| Pets   | 27   |
| Plumbing and Electrical  | 28   |
| P/E Shutoff During Owner Absence                                   | 28A  |
| P/E Service and Maintenance Call<br>Charges                        | 28B  |
| Plumbing and Electric Controls of<br>Common and Recreational Areas | 28C  |
| Plantings  | 29   |
| “Privacy Gardens”(Limited Common<br>Areas)                         | 29A  |
| Recreational Facilities  | 30   |
| Rec.-Social Room   | 30A  |
| Rec.-Exercise Room   | 30B  |
| Recycling  | 30C  |

## INDEX

|   |       |
|---|-------|
| Right to Enter in Emergencies           | 31    |
| Roof                                    | 32    |
| Sale or Lease Application Fee           | 33    |
| Realtor Showing Rules                   | 33.1  |
| Sale, Lease Special Forms               | 33A   |
| Sale, Property Fair Value Procedure     | 33B   |
| Buyer Interview                         | 33B.1 |
| Security Gate/Guard                     | 33C   |
| Solicitations                           | 34    |
| Service Personnel                       | 35    |
| Signs                                   | 36    |
| Smoking Prohibited                      | 36A   |
| Swimming Pool                           | 37    |
| Trash and Garbage                       | 38    |
| US Mail                                 | 38A   |
| Vehicular and Pedestrian Traffic        | 39    |
| Waterbeds                               | 40    |
| Wheel Vehicles                          | 41    |
| Window, Door, and Balcony<br>Treatments | 42    |

## 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  
AT THE  
BULLETIN BOARDS  
OUTSIDE TOWERS' LOBBIES,  
GARDENS, AND RECREATION HALL**

**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**

**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 (available at the management office (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)

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) 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 28C.

**3. ANTENNAS AND WIRING:**

No antennas, satellite dishes, 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 MAINTENANCE:**

**A. NON-EMERGENCY SITUATION**

**1. 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 call and to whom you were speaking.

**2. 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 representative will enter repair status and completion date.

**B. 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 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 ALL BULLETIN BOARDS OF THE TOWERS, GARDENS, AND 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 on 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.

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, maintenance will change special bulbs.

**9B. DELINQUENCIES PROCEDURE:**

(revised Board of Director 5/19/98- amended FL Statues regarding 5% penalty)

1. If an owner has not made payment of maintenance, special assessments, or other duly passed assessments by the 15<sup>th</sup> of the first month of a quarter, 5% of the delinquent amount or a \$10 late fee, whichever is greater, 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 20<sup>th</sup> 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. No 18-wheelers or trucks longer than 35ft are permitted through the gate.
2. 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.
3. Call the office at the time of arrival so that the maintenance man 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.
4. 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.
5. Delivery cartons and moving boxes must be flattened and properly placed in building dumpster.

**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.

**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 120 mph.
3. All framing must be ESP white.
4. All glass must be 1/2" gray tempered.
5. All tracks and hardware must be stainless steel or aluminum to prevent corrosion.
6. See rule 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 Directors 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 “Latricrete” or “Soundout”) or equivalent sound reducing materials, or ½” cork approved by the Board to reduce noise transmitted to the unit underneath.

**14. 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 trim.

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.

**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. 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:**

Only residents of the Condominium, their guests and invitees shall use parking areas upon the condominium property.

**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.

Two (2) Parking stickers, numbered according to assigned parking spaces, are issued by the Management Company to each unit owner for security purposes and must be displayed on owner vehicles on the lower left corner on the inside of the windshield on the driver side of the vehicle.

Only automobiles, vans, construed as private passenger vehicles 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. 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.

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. 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.

All vehicles parked on condominium property must be in **good condition and in a good state or 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.

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. 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:**

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.

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. (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 also 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. In addition, owners must see that the "Floodhawk" battery is changed annually to include the time of absence. Those owners who do not comply may be brought before a compliance committee and may be fined.

**28B. SERVICE AND MAINTENANCE CALL CHARGES:**

The cost of service and maintenance calls, that are specific to one unit, shall be charged to that unit owner (e.g. lost keys, water leaks, etc.). The cost is \$22.50 per hour during non business hours, which begin at 4:30 pm on weekdays, and for all hours on weekends and holidays.

Service provided by an outside vendor shall be billed to the unit owner.

**28C. COMMON AND RECREATIONAL AREA PLUMBING AND ELECTRICAL CONTROLS:**

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 meeting and exercise rooms regarding fans, lights, TV, and air conditioning must be followed.

**ENFORCEMENT.** 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. Although the step of levying fines is unprecedented at Vizcaya, the offenders ought to know the resolve of the Board of Directors.

**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.

The individual owners of these first-floor units may decorate and make additional plantings in their "privacy garden" areas. It is 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 in a conspicuous place, in or upon 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.

**30A. SOCIAL ROOM:**

Unit owners, lessees, and their guests are encouraged to use the Social 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 Social Committee no later than 2 weeks prior to the date of intended use.

Exception to the above may be granted when official permission is given by the Board of Directors or Social Committee Chairperson for exclusive use of the room for a specific purpose at a specific time. Proper notice must be posted when such permission is granted.

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 Social Room at the same time.

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. 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, a recycling experiment 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 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)).

**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 proposed sale/auction 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.

### **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:

1. Form 2. Application for Lease
2. Form 3. Application for Purchase
3. Form 4a. Notice of Intention to Sell Apartment

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.

4. Form 4b. Notarized statement of personal property value (furnished apartment)
5. Resale Interview Sheet

### **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 PEOPLE:**

No unit owner shall permit any service people, 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:**

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.

No rafts or flotation devices are permitted when others are using the swimming pool.

No food or beverage is permitted in or around the swimming pool, and breakable containers are expressly prohibited.

No diving is permitted in the swimming pool.

Anyone using suntan lotion or oil must cover any lounge or chair they are sitting on with a towel.

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)

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.

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.

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, a recycling experiment 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:**

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. 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.

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.

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. 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 unprecedented at Vizcaya, the offenders ought to know the resolve of the Board of Directors.**

|   | <b>Section #</b> |
|---|------------------|
| <b>Absence from Unit</b>                  | <b>X</b>         |
| <b>Alterations</b>                        | <b>1</b>         |
| <b>Parking</b>                            | <b>22</b>        |
| <b>Plumbing &amp; Electrical Controls</b> | <b>28C</b>       |
| <b>US Mail</b>                            | <b>38A</b>       |
| <b>Trash &amp; Garbage</b>                | <b>38</b>        |

**VIZCAYA AT PALM-AIRE CONDOMINIUM ASSOCIATION**

**ARCHITECTURAL REVIEW COMMITTEE**

**REQUEST FOR MODIFICATION**

I, \_\_\_\_\_, hereby request approval by the Architectural Review Committee for the modification shown below to Unit/Lot \_\_\_\_\_ 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 any permits that may be required by any and all governmental agencies for this modification.

Attached please find the following additional information:  
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 for modification to Unit/Lot# \_\_\_\_\_ has been: ( ) APPROVED;  
( ) APPROVED WITH THE FOLLOWING CHANGES;  
( ) DENIED

DATE: \_\_\_\_\_ CHAIRPERSON ARC: \_\_\_\_\_

DATE: \_\_\_\_\_ BOARD OF DIRECTORS: \_\_\_\_\_

Unit owner makes copy as required.

**VIZCAYA AT PALM-AIRE CONDOMINIUM ASSOCIATION**

SOCIAL /RECREATION ROOM

REQUEST FOR EXCLUSIVE USE

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

DATE REQUESTED:

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: \_\_\_\_\_

PRINT NAME AND  
SIGNATURE OF UNIT-  
OWNER \_\_\_\_\_

UNIT# \_\_\_\_\_

PRINT NAME AND  
SIGNATURE OF OFFICER  
GRANTING  
PERMISSION \_\_\_\_\_

UNIT# \_\_\_\_\_

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 two (2) weeks prior to date of expected use. Copies of this form may be available from MWI receptionist, or any Captain.