

Rules and Regulations for Vizcaya at Burnt Store Isles Condominium Association, Inc.

Vizcaya at Burnt Store Isles Condominium Association, Inc. (VBSICA):

Every Condominium Owner of Record is a VBSICA member. In July, an annual meeting is held to elect members of the Board of Directors. The Board is comprised of a President, Vice-President, and Secretary-Treasurer. The Board acts on behalf of the community to manage its affairs. The Board is guided by the Declaration of Condominium, the By-Laws, and Articles of Incorporation.

Purpose of Rules and Regulations:

These Rules and Regulations have been developed from the Declaration of Condominium and adopted for the purpose of establishing a clear understanding of the Declaration of Condominium, By-Laws and Articles of Incorporation.

They do not supersede nor contradict the existing documents. They were adopted to clarify and benefit all members of the Association. In the event of a conflict between any of the governing documents, the following priorities shall control:

1. Declaration of Condominium
2. Articles of Incorporation
3. By-Laws
4. Rules and Regulations

Under all circumstances, City, County, State and/or Federal Laws, Regulations and/or Statutes supersede our Governing Documents.

The Board of Directors shall have the power to adopt and publish rules and regulations governing the use of the Common Elements and Limited Common Elements including the personal conduct of the members and their guests thereon; and to establish penalties for the infractions of such rules and regulations.

Common Elements and Limited Common Elements:

Common Elements means the portions of the Condominium Property which are not included in the Units. Limited Common Elements means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units, as specified in the Declaration of Condominium.

These Rules & Regulations may be amended from time to time to achieve the continued high standards of the community by the Board. Copies of such rules and regulations and amendments shall be furnished by the Association to all Unit Owners and tenants. Any rule or regulation so adopted may be rescinded, amended or altered pursuant to the Bylaws.

(Declaration of Condominium, Article X. Section K)

Rules and Regulations

1. Use of Units. Each of the Units shall be occupied only as a single family residential dwelling. No Unit may be divided or subdivided into a smaller Unit. No Unit shall be permanently occupied by more than two (2) persons for each bedroom in the Unit. In addition, temporary occupants are

permitted so long as they do not create an unreasonable source of noise or annoyance to the other occupants of the Condominium, and provided that total Unit occupancy does not exceed two (2) persons for each bedroom plus two (2) additional persons including infants.

2. Children. Children shall be permitted as permanent occupants of a Unit in the Condominium.
3. Pets. No animals, livestock or poultry of any kind shall be permitted within the Condominium Property except for up to two (2) common household domestic pets weighing no more than 50 pounds each. No exotic species of bird or animal shall be permitted. When outside a Unit, dogs shall be restrained either on a leash or otherwise. The Board of Directors may cause the removal of any pet from the Condominium Property which constitutes a nuisance, in the sole opinion of the Board of Directors. A pet owner shall be responsible for cleaning up after any pet owned by him or her who soils the Common Elements. Pet waste/refuse must be collected and disposed of in a sanitary manner. Sewers, lakes, and common areas are not to be used as disposal sites.
4. Common Elements and Limited Common Elements. The Common Elements shall be used for the furnishing of services and facilities for which they are reasonably intended, for the enjoyment of the Unit Owners, and subject to such rules and regulations as may, in the opinion of the Association, achieve the maximum beneficial use thereof.
5. Alterations. No Unit Owner shall make, allow or cause to be made, any structural addition or alteration of his Unit or the Common Elements without the prior written consent of the Association, except as otherwise specifically provided for in the Declaration.
6. Nuisances. No nuisances shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Condominium Property by occupants. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property without the prior written approval of the Board of Directors.
7. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part of it, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.
8. Safety. A Unit owner shall not do anything within his Unit or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Association Property or Condominium Property which is to be maintained by the Association.
9. Leasing of Units. Entire Units may be leased, subject to the approval of the Association as provided in Article XI, provided the occupancy is only by the tenant and his or her family, if any, and subletting shall not be allowed and provided that each lease shall be for a minimum of thirty (30) days. A lease of any Unit shall not release or discharge the Unit Owner from compliance with any of his obligations and duties as a Unit Owner, and the Unit Owner shall be liable jointly and severally with his tenant for any violation of the Declaration, Articles, Bylaws, and Rules and Regulations. All of the provisions of the Declaration, the Articles and Bylaws pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner, and a covenant upon the part of each such tenant to

abide by the terms and provisions of the Declaration, the Articles and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of any such covenant shall be an essential element of any lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. Unit Owners leasing their Units are required to complete the "Vizcaya Rental Application Form" (attachment A) and return to the Board for approval. It is also recommended the Unit Owner send "Letter to Renter" (attachment B).

10. Guests. A Unit Owner must notify the Association in advance of the expected period of use of any house guest of such Unit Owner when occupying the Unit whether the Owner is in residence or the Owner's absence. The Owner of the Unit shall remain liable for the conduct of his guest while using the Condominium facilities. The Association or its authorized agent shall have the right to refuse the entrance of a house guest when not properly authorized by a Unit Owner.
11. Exterior Appearance/Displays. No Unit Owner shall decorate or alter any part of his Unit so as to affect the exterior appearance of the Unit without the prior written approval of the Board of Directors. No outside signal receiving or sending antennas, dishes or devices are permitted without the prior written approval of the Board along with specifications for installation. The foregoing shall not prohibit any antenna or signal receiving dish owned by the Association which services the entire Condominium Property. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit visible from the exterior without the prior written consent of the Board of Directors except Unit Owners may display one portable, removable United States Flag no larger than 4-1/2 feet by 6 feet in a respectful way. On Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veteran's Day, a portable, removable official flag no larger than 4-1/2 feet by 6 feet that represents the United States Army, Navy, Air Force, Marine Corp, or Coast Guard may be displayed in a respectful way.
12. Displays. Nothing shall be hung, displayed or placed on the exterior walls, doors or windows of the Unit visible from the exterior without the prior written consent of the Board of Directors.
13. Sign. Signs shall be uniform in size and location and shall be in accordance with the rules adopted by the Association. No external television or radio antennas shall be erected upon or affixed to the Condominium Property or Unit except as provided under uniform regulations established from time to time by the Association. "For Sale", "For Lease" or "For Rent" signs shall not exceed one and one-half (1-1/2) square foot in area with dimensions not greater than one (1) foot by one and one-half (1-1/2) feet.
14. Outside storage of Personal Property. The personal property of any Unit Owner shall be kept inside the unit, and no personal property may be stored on the exterior of any Unit.
15. Vehicles. Only automobiles, vans, small pick-up trucks, and other vehicles manufactured and used as private passenger vehicles may be parked within the Condominium Property overnight without the prior written consent of the Association, unless kept within an enclosed garage. No Vehicle shall be parked outside of a Unit overnight without the prior written consent of the Association if commercial lettering or signs are painted on or affixed to the vehicle, or if commercial equipment is placed upon the vehicle, or if the vehicle is a truck, recreation vehicle, camper, trailer, boat trailer, or other than a private passenger vehicle as specified above. Automobiles owned by governmental law enforcement agencies are permitted. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making deliveries to or from, or while used in connection with providing services to the

Condominium Property. All vehicles parked within the Condominium Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours, and no major repair of any vehicle shall be made on the Condominium Property. Vehicles are to be parked in driveways or garages. Motorcycles are not permitted except with the prior written consent of the Association, which may be withdrawn at any time, and any permitted motorcycle must be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the occupants of the Condominium Property.

16. Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall or portable air conditioning units are permitted.
17. Garbage and Trash. All garbage, trash, refuse or rubbish must be retained in the garage until the day of garbage collection. No noxious or offensive odors shall be permitted. Owners are responsible for putting unacceptable waste in their drains/toilets/garbage disposals/etc. and are responsible for any associated costs to repair any damage.
18. Wells. Wells are prohibited upon the Condominium Property for irrigation, domestic water use or any other purpose.
19. Fines. The Association may levy reasonable fines against a Unit Owner for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the By-Laws, or the Rules and Regulations of the Association. No fine will become a lien against the Unit. No fine may exceed \$100.00 per violation; however, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner, and, if applicable, its licensee or invitee. These provisions shall not apply to unoccupied Units.

Adopted: 8/31/06

Revised: 12/28/07

Revised 12/5/14

Board of Directors