

*Vista Plantation
Association, Inc.*

A 55+ INDEPENDENT
LIVING COMMUNITY

Rules Book



Effective March 2022

VISTA PLANTATION ASSOCIATION RULES

55+ Independent Living Community

For many of our residents, Vista Plantation is their home. Through their cooperative efforts we have attained and been able to maintain our unique adult residential atmosphere. It must be noted that Vista Plantation is a 55+ Independent Living Community and not an assisted living facility. We do not allow trucks, motorcycles or pets. Unit-owners and lessees have priority in the use of all facilities. Guests are welcome, provided they observe the rules governing the use of Condominium Property and the recreational facilities. Use restrictions are set forth in Paragraph 21 of the Declaration of Condominium of Vista Plantation. Rules governing the use of the recreation area and common elements, i.e., the clubhouse, pools, tennis courts, and other Association premises, are contained herein. Where feasible, rules covering operational detail are posted at the particular area.

For many of us condominium living is a new way of life. Each unit-owner is entitled to complete use of their own condo as well as the outside facilities, but such use must not conflict with the rights of the other unit-owners. Therefore, certain standards for individual behavior are necessary to assure pleasant and harmonious community living.

It is the duty of unit-owners to inform their guests and/or tenants of these rules. Any behavior that is objectionable to a majority is not acceptable, even though not covered by a specific rule.

In accordance with Amended Articles of Incorporation, Powers of the Association, Article 3, Paragraph 3.2, item F allows the Board "to make and amend reasonable rules and regulations respecting the use of the Condominium Properties". All rules will be enforced by the Association's management company and Board of Directors. Continued violation and disregard of the rules by an individual may be referred to the Fining Committee for further action.

Rules are abbreviated and garnered from the Association's documents, and are not a substitute for the recorded official documents.

These revised rules are effective as of February 10, 2022

TABLE OF CONTENTS

DEFINITIONS.....	3
SECTION 1	
COMMUNITY RULES.....	4
SECTION 2	
RECREATIONAL FACILITIES.....	14
SECTION 3	
CLUBHOUSE & PICNIC AREA.....	14
SECTION 4	
POOLS.....	16
SECTION 5	
TENNIS/PICKLEBALL COURTS.....	17
SECTION 6	
BOCCE COURTS.....	18
SECTION 7	
SHUFFLEBOARD.....	18
SECTION 8	
PARKING/ VEHICLE MAINTENANCE	19
SECTION 9	
RENTAL & RESALE.....	23
SECTION 10	
RULES, ENFORCEMENT & PROCEDURES...25	

DEFINITIONS

ASSOCIATION

A corporation of members, which is a body of unit-owners

BOARD OF DIRECTORS (BODs)

The elected representatives of the Association

COMMUNITY ASSOCIATION MANAGER (CAM)

Contracted to execute the physical, financial and administrative policies approved by the BODs.

UNIT-OWNER

Person(s) of record who owns a unit

RESIDENT

A unit-owner or a tenant

TENANT

A resident leasing or renting a unit

GUEST

A non-resident who visits a resident

RECREATION FACILITIES

Clubhouse with auditorium, kitchen, library, sunroom, picnic area/Rec B (includes screened in pavilion), two swimming pools, tennis/pickleball courts, shuffleboard courts and bocce courts

1. COMMUNITY RULES

- 1.1. Vista Plantation (VP) is a 55+ Independent Living Community. Children are welcome guests; however, the facilities are primarily for the use of residents. Children under 13 years of age are restricted to 30 days of visiting in any calendar year (see Declaration of Condominium Paragraph 21-C and Amendment Sub-section 21-L).
- 1.2. Residents and guests are expected to observe all rules.
- 1.3. All staff of the Association shall be treated in a respectful manner. Any concerns with staff members or vendors shall be directed to the CAM for resolution. If the issue is with the CAM, a letter to the BOD should be submitted.
- 1.4. **No soliciting** is permitted on Association property.
- 1.5. Unit-owners are responsible for any damage or defacing of property, which they, their tenants, or guests may cause. Owners are also responsible for informing their tenants and guests of all rules.
- 1.6. All garbage must be tied in plastic bags before depositing in the trash receptacles to eliminate odors and to avoid attracting animals. Furniture and construction debris are to be taken directly to the recycling centers or city/county landfill, and not deposited in trash dumpsters on property.
- 1.7. **No animal pets, caged or uncaged, or birds are permitted in Vista Plantation.** Feeding any wildlife on premises is prohibited. Any owner requiring the use of an assistive animal must complete Service/Assistive Animal paperwork prior to the animal being on Association property, and submitted to the Association's attorney for review. Service and Assistive Animals shall be permitted, only as provided for in this section. All pets and other animals are prohibited.

- 1.7.1. The application for accommodation, vaccination and wellness records must be submitted to the Association annually for review and Association approval.
- 1.7.2. All animals must be inoculated against rabies by a duly qualified and licensed veterinarian and shall be inoculated in like manner in such cases of emergency whenever ordered by the Board of Health of the State of Florida.
- 1.7.3. When outside of the Unit, all animals must be accompanied by an attendant who shall have such animal firmly held by collar and leash, which leash shall not exceed eight (8) feet in length. A leash is provided by the Association after the animal has been approved. No cats or dogs shall be permitted to run at large outside of the buildings.
- 1.7.4. The owner or custodian of each animal and/or the individual walking same shall be required to clean up after the animal.
- 1.7.5. The owner or custodian of the animal shall remove his or her animal from the condominium when such animal emits excessive noise that can be heard outside of the unit.
- 1.7.6. The animal owner and unit-owner shall be strictly liable for damages caused by the animal.
- 1.7.7. Any animal owner's right to have an animal reside in a unit shall have such right revoked if the animal shall create a nuisance, or shall become a nuisance as may be determined by the BOD.
- 1.8. Residents will not cause anything to be hung, displayed, or placed on exterior walls, doors, windows, walkways, and ceilings of walkways, railings or roofs. Hanging of clothes or displays of other articles on the walkways, railings, carports, or shrubbery is not permitted.

1.8 Religious objects (both symbols and wreaths) and/or military flags may be hung as follows:

- 1.8.1. Wreaths (that measure no larger than 24 inches and no deeper than 3 inches) affiliated with religious holidays may be hung on exterior doors with either a 3M Command hook or, an over-the-door wreath hanger that will not obscure unit numbers. Screen doors must close completely.
 - 1.8.2. USA and/or Florida and/or military flags may be hung on exterior doors with 3M Command hooks. Flags must be displayed in concordance with flag etiquette.
 - 1.8.3. Holiday wreaths may be hung on established nails, placed by the Association maintenance staff, adjacent to the front door beginning the day after Thanksgiving until January 1.
- 1.9. Door-knockers may be put on the front doors under the number. In accordance with window color selections doorknockers should be bronze (dark brown) or black. Smart Video camera doorbells may be used as well. Any damage that might need repair from such installation will be the responsibility of the resident.
- 1.10. Replacement storm door must meet community standards. Standard color is: bronze/dark brown, or black.
- 1.11. Shirts or cover-ups must be worn while going to and from recreational areas and while biking, jogging, walking, or fishing.
- 1.12. Lawn chairs and all other articles are to be removed from lawns and walkways immediately after use and stored in the resident(s)' condominium unit or automobile(s).
- 1.13. Residents are requested to operate their radios, televisions, stereos, and musical instruments at a reasonable volume at

all times. A reasonable volume request also applies to noise at parties.

- 1.14. No roller-blading, roller-skating or skate-boarding is permitted.
- 1.15. Bicycles are not to be left on the lawns, under stairwells, walkways of buildings, or under carports. They must be parked only in the designated bicycle parking areas. They are to be taken inside the condo when leaving for vacation or any extended time, and during storm emergencies.
- 1.16. Windows are bronze aluminum impact with a brown tint. No additional tints and/or non-glare reflective film may be used on the windows. No sheets, paper, foils, films, or temporary coverings are permitted.
- 1.17. Residents and guests must wear a Vista Plantation wristband (appropriately marked for resident/guest) while using any of the amenities, namely: all recreation areas, all fishing areas, and the car wash area. The identification wristbands are available in the Association office. Unit-owners shall relinquish all privileges and amenity wristbands when their condos are sold, leased or rented.
- 1.18. Portable barbequing equipment is permitted on the lawns, 10 feet away from building and must be removed as soon as possible from the common area after each use. Shared barbeques are located at both the clubhouse and Rec B picnic pavilion. Please be sure to clean grills and turn off propane prior to leaving area.
 - 1.18.1. **Barbequing is not permitted on the walkways of buildings. This rule is in accordance with Fire Codes NFPA 58 3-4 9.2; NFFA 13-4.7; and NFPA 58 5-3.4.**
- 1.19. Nothing is to be stored in the electrical meter rooms.

- 1.20. Fishing is permitted by residents and their guests from the building side of the lakes. Fishing is permitted during daylight hours only and the “Catch and Release Rule” applies. However, swimming, wading, or boating is not permitted in the lakes. Resident or guest wristbands must be worn while fishing.
- 1.21. The 15 mph speed limit and all traffic signs must be obeyed at all times.
- 1.22. To enable the CAM to react to emergencies inside condos, residents must advise the Association office of summer or vacation departure and return dates. All unit-owners must leave a door key with the Association office for medical or maintenance emergencies. The Association does not provide keys to guests or contractors.
- 1.23. Application for lease or resale must be approved by the BOD. Forms are obtained from the Association office. A processing fee of One Hundred Dollars (\$150.00) is to be paid per application, payable to the Vista Plantation Association. No fee is required on annual (twelve month) lease renewals with the same lessee in the same condo.
- 1.24. The posted planting guidelines for planting around individual condos must be adhered to. Any deviations from the guidelines must have BOD approval. The current Grounds Beautification Committee (GBC) plant list and Planting Policy is posted on the bulletin board and Resident Web Portal, and is available from the Association office.
- 1.25. Plantation Drive shall be kept clear for vehicular traffic at all times. It is essential that emergency vehicles have access to all condos at all times.
- 1.26. All residents and guests are required to use a flashlight when walking or biking in non-daylight hours. Walkers MUST walk facing traffic and move into single file when

oncoming traffic approaches. Bikers MUST ride with traffic.

- 1.27. **Unit-owners and residents are required to turn off the main water valve in their condo when leaving for an extended period of time**—ranging from an overnight to a lengthy vacancy. It is also essential to turn off the circuit breaker for the water heater and to position the ice-maker in the “off” position. A \$100.00 fee will be assessed to the unit-owner if water damage occurs to a unit, or adjoining units, due to their negligence in failing to turn the water off while the unit is vacant. Inspection and maintenance of each unit’s water lines and water heater is highly recommended, with water heater replacement recommended every 10 years.

- 1.28. For uniformity of appearance of hurricane shutters, only the following specifications are approved and shutters must be in compliance with applicable updated Florida building code:
 - (a) Type: Must be permanent “rolling”
 - (b) Material: PVC or vinyl laminated extruded aluminum
 - (c) Color: Slats – beige, Rails – bronze, Hood – metal to match the structure

- 1.28.1. It will be the unit-owner’s responsibility to maintain the shutters and make certain that they are used by any occupants of the unit, including tenants, according to the rules. The unit-owner is responsible for any damage to the common elements during the installation and use of the shutters.

- 1.28.2. Removal and replacement or opening of the shutters, when required for building painting or repairs, shall be at the expense of each affected unit-owner.

- 1.28.3. Although our Association is not mandated to allow the temporary installation of plywood, we will allow such installation. However, it may only be made when

a Weather Bureau “storm warning” is broadcast, and removal must be made within 10 days following the storm. Further, the unit-owner is responsible for any damage to the common elements during any temporary installation and removal of plywood. A unit-owner in violation of the installation and removal requirements will be charged the cost incurred by the Association for having to do the work. No other temporary or permanent installation will be allowed.

- 1.29. In order to safeguard all residents and protect our property, generator use is prohibited at Vista Plantation.
- 1.30. Unit-owners wishing to submit changes to the Vista Plantation Rules and Regulations policy for consideration must present written and signed requests to the BOD eight days prior to a scheduled BOD Workshop meeting. A schedule of meetings is available in the Association office, and posted to the Association portal.
- 1.31. A resident may request the assistance of the CAM, upon CAM’s availability, during normal business hours, to secure a key from the lock box in the event of a lock out. However, during all other non business hours, the resident must assume the responsibility to secure a locksmith to gain re-entry to the unit.
 - 1.31.1. The locksmith fee and any related costs, which could occur from such entry, such as repair to the door or replacement of door-locking devices, must be paid by the resident.
- 1.32. No resident will touch any part of the sprinkler system at any time. If they do so and any repair costs are incurred, the resident will be responsible. **No trimming of shrubs is permitted.**

- 1.33. Nothing is to be placed in front of any exits in the Clubhouse.
- 1.34. All units above the ground floor shall have the floors covered with wall-to-wall carpeting installed over high quality padding. Carpeting is not required in kitchens, bathrooms or laundry rooms.
 - 1.34.1. If a unit-owner desires to install in place of carpeting any hard surface floor covering (e.g. ceramic tile, marble, slate, parquet, wood or laminate) they also shall install a sound absorbent underlayment of such kind and quality equivalent or superior to one-fourth (1/4) inch of cork and perimeter sound insulation to substantially reduce the transmission of noise to adjoining units
 - 1.34.2. Prior to any such installation, written approval of the BOD must be obtained. If the installation is made without prior approval, the BOD may, in addition to exercising all other remedies provided in this Declaration, require the unit owner to cover all such hard surface flooring with carpeting, or require the removal of such hard surface flooring at the expense of the offending unit-owner.
- 1.35. Unit-owners requiring installation of new A/C lines must request permission to install from the BOD, and provide contractor A/C line-set schematic, available from the Association office.
- 1.36. Unit-owners shall install a sound barrier behind any television or sound system attached to a wall separating two condominium units.
- 1.37. Each unit will be occupied only as a single family private dwelling by its owner, tenant, their visitors and guests and not for business, or any other purpose. All residents must be approved prior to residency. This includes:

Purchaser(s), Tenant(s), and all other occupants.
Application for approval is available at the Association office.

- 1.38. Unit-owners Insurance. Within each unit, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, water heaters, and other appliances and equipment, including any fixtures and/or their connections required to provide light, power, telephone, television transmission, sewage and sanitary service to the unit as well as all personal property of the unit owner shall be insured by the unit-owner at their expense. A minimum insured amount of \$2,000 required.
- 1.39. Unit-owners are responsible for the cost of reconstruction of any portions of the condominium property for which the unit-owner is required to carry casualty insurance, and any such reconstruction work undertaken by the Association shall be chargeable to the unit-owner and enforceable as an assessment pursuant to statute 718.116.
- 1.40. **Contractors and subcontractors shall not park under carports** nor leave their truck or a trailer overnight on condominium property without the Association's prior written approval. Contractors and subcontractors shall not work on walkways or under carports. Contractors and subcontractors may utilize areas outside of pedestrian and vehicular traffic areas as work areas. Contractors and subcontractors must remove all construction debris daily. They may not dispose of any construction or demolition materials on Association property. Work areas must be returned to their original condition when the work is complete.
- 1.41. No nuisances will be allowed upon the Association's property nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful

possession and proper use of such properties by its residents.

- 1.41.1. All parts of the Association property will be kept in a clean and sanitary condition and no rubbish, refuse, or garbage will be allowed to accumulate, or any fire hazard allowed to exist. No unit-owner will permit any use of their unit nor make any use of the common elements, or of the Association's property that will increase the cost of insurance upon any such property.
- 1.42. Recycling is located across from Building 25 in the maintenance area, outside of the RV/Boat storage enclosure.
- 1.43. All guests must register at the Association office and must indicate children under 13 years of age. Guests registering when the unit-owner is not in residence at Vista Plantation (VP) must present a letter of introduction from the unit-owner. Guests are required to register their vehicles with VP Management. If the vehicle is a truck, the truck owner must register with VP Management for a permit. (see Parking Section 8 for further information)
- 1.44. Residents leaving or returning to VP should either report in person or call the Association office. If the office is closed an email or voicemail should be left. You should state your name, building and unit number. When leaving, please consult your Resident Directory for detailed instructions regarding closing your unit before departing.
- 1.45. Please place all work orders and information changes in **writing** to the Association office.

2. RECREATIONAL FACILITIES

- 2.1. For a **FIRE, MEDICAL** or **POLICE EMERGENCY**, use the telephone at the clubhouse sunroom or Rec B bathroom house, or a personal phone, and **DIAL “911”**. Report any suspicious activity to the appropriate authority prior to notifying the office.
- 2.2. **Smoking is prohibited within, and 25 feet adjacent to, all recreational facilities:** Picnic Area (Recreational B screen-in dining pavilion), pools, shuffleboard courts, bocce ball courts and tennis/pickleball courts.
- 2.3. Residents are limited to a reasonable number of guests using the recreational facilities.
- 2.4. Any groups utilizing the clubhouse will be allowed to setup for said event the night before, if the event is the following morning, or setup the afternoon of, if the event is that evening.
- 2.5. No club or committee shall hang, post or display any items on walls without prior approval from the BOD.

3. CLUBHOUSE & PICNIC AREA (Rec B) (Hours: 8:00 am to 8:00 pm Weekdays 9:30 am to 8:00 pm Weekends & Holidays)

- 3.1. The Vista Plantation Association Social Committee will schedule and reserve the facilities for all social events that are open to all residents in collaboration with the Association office. These events shall have precedence, including necessary set-up and clean-up time over all other activities. If the facilities are available, residents may reserve them for groups of 20 or more through the Vista Plantation Association office. Reservation forms are available at the Association office and must be approved by the CAM.

- 3.2. Only residents may reserve the Clubhouse, with the exception when a resident passes away and an immediate family member (son, daughter, brother, sister, mother, father) reserves the space for a memorial/celebration of life.
- 3.3. The CAM will determine, depending on the type of function, whether a security deposit of one hundred dollars (\$100) must accompany the application. The deposit will be returned when the clean-up meets management approval. The reserving party will be financially liable for any damage or loss.
- 3.4. Notices of all reservations and specified hours of use shall be posted on the Association calendar.
- 3.5. Guests are permitted to attend Vista Plantation activities. However, the total number of guests permitted is not to exceed twenty percent (20%) of the total attendance.
- 3.6. The Clubhouse will not be used for any religious, political, private club, or fraternal club meetings.
- 3.7. The Clubhouse bulletin board in the sunroom will be used only for Association announcements.
- 3.8. Only residents' personal announcements may be placed on the clubhouse sunroom bulletin board in accordance with the rules and must be approved by Association office.
- 3.9. No golf shoes of any kind are to be worn in the Clubhouse. Soft spikes are permitted in the sunroom.
- 3.10. Wet swimwear is not to be worn in the Clubhouse.
- 3.11. Everyone using the facilities should follow appropriate dress code, exhibit proper behavior and noise levels.

- 3.12. If an event continues after the posted closing time, host/hostess is responsible for locking up the facility.

4. POOLS

Hours: Dawn to Dusk

- 4.1. All residents and guests using the pool area must wear a Vista Plantation resident or guest wristband.
- 4.2. All persons must shower before entering the pools.
- 4.3. All persons using the pools do so at their own risk.
- 4.4. Only conventional swimwear is to be worn in the pool areas. Cover-ups and footwear must be worn going to and from the pool areas.
- 4.5. The pools are not to be entered by anyone with infections or with a contagious illness.
- 4.6. No food or drink are permitted at poolside, but is allowed at tables. **NO GLASS is permitted in the pool area.**
- 4.7. Floating objects, scuba gear, or flippers are not permitted. (unless approved water aerobic activity).
- 4.8. Diving, running, boisterous conduct, unnecessary splashing, and ball throwing are not permitted in pools or pool areas.
- 4.9. Suntan lotions, creams, and oils must be removed before entering the pools. Pool furniture must be covered for protection before applying those substances on the skin.
- 4.10. Children under 13 years of age must be accompanied and supervised by a responsible adult.
- 4.11. Individuals wearing a diaper/swim pants (adult, child or baby) are not permitted in the pools at any time.

- 4.12. The pools may not be reserved for private parties.
- 4.13. All persons must close the gates behind them and turn their chairs under the tables upon leaving. Return all chaise lounge chairs to original flat position and face the pool. If you have opened an umbrella, please tie close prior to leaving the pool area. When using umbrellas, be sure to open properly to prevent wind from damaging the arms.
- 4.14. No radios are to be played at the pool. Persons should use personal ear phones/buds when listening to music. The only exception to this rule is when organized Water Aerobics classes are going on.

5. TENNIS COURTS/PICKLEBALL
Hours: Dawn to Dusk

- 5.1. Reservation of courts is not permitted, unless by BOD approved organized groups. Only residents and registered guests are permitted to play.
- 5.2. Shirts must be worn on the courts.
- 5.3. Only non-marking tennis shoes are permitted.
- 5.4. No food, gum, or beverages (other than water in covered containers/bottles) are permitted in the court area.
- 5.5. If others are waiting to play, the courts must be given up promptly after one and a half hours of play.
- 5.6. Sportsmanship-like conduct should be displayed at all times.
- 5.7. Loud talking or boisterous conduct disturbing others is not permitted.

6. BOCCE COURTS

Hours: Dawn to Dusk

- 6.1. Reservations of courts are not permitted, unless by BOD approved organized groups.
- 6.2. Only residents and registered guests are permitted to play and must wear a Vista Plantation wristband when playing.
- 6.3. Proper attire is to be worn at all times.
- 6.4. Sportsmanship-like conduct should be displayed at all times. Boisterous conduct will not be tolerated.
- 6.5. League play has preference to open play prior to both residents and guests.

7. SHUFFLEBOARD COURTS

Hours: Dawn to Dusk

- 7.1. Do not walk on the playing surface. Only residents and registered guests are permitted to play and must wear a Vista Plantation wristband when playing.
- 7.2. Children under 13 are permitted only if accompanied by parents or an adult who will be responsible for any damage to the courts or equipment.
- 7.3. Playing in a manner, which might damage any equipment is not permitted.
- 7.4. All equipment must be returned to the proper place of storage at the end of play. Equipment is located at Rec. B area.
- 7.5. Players must show consideration for others waiting to use the court. Under such circumstances, play should be limited to one game not exceeding 75 points.

8. PARKING

8.1. Automobiles and bicycles may be parked in the parking areas of the Condominium and in the Association's property, but only where designated by the Association and in accordance with the Rules and Regulations. **All** vehicles must be registered with the office.

8.1.1. Only passenger vehicles, which are eighteen feet (18') or less in length, six feet three inches (6'3") or less in height and seven feet (7') or less in width, from mirror to mirror may be parked in the resident or guest parking spaces.

8.1.2. **The definition of a passenger vehicle is as follows:**

Fully enclosed, original manufacturer designed and built vehicle, with one or two rows of seats facing forward behind the driver, with windows on all four sides. **Any vehicle registered as a truck is prohibited.** Vehicles that are listed by a manufacturer as a truck are not permitted. Only vans meeting the above description and size requirements of a passenger vehicle and that do not have cooking or sleeping facilities are permitted.

8.2. Trailers, motor homes and campers may be parked temporarily, six (6) hours maximum, to unload or prepare for use. They may not be used for sleeping, or for any purposes other than loading or unloading.

8.3. One (1) carport space will be designated for use by the occupants of each unit. Guest parking spaces are reserved for guests. Residents with a second car may use only one guest space. **Only two (2) cars per condominium are permitted.**

- 8.4. Vehicles that are inoperable or without a current license plate may not be parked on Association property.
- 8.5. No trucks are permitted under the carports at any time.
- 8.6. No other vehicles or objects, including but not limited to commercial vehicles, campers, motor homes, recreational vehicles, boats, trailers, trucks, motorcycles, vans, motor scooters or golf carts may be parked or placed upon any portion of the condominium property or the Association's property.
- 8.7. Assistive/medical scooters are permitted; however, they cannot be left on walkway and must be stored in owner's unit when not in use.
- 8.8. Commercial vehicles, trucks and equipment used in the maintenance of the condominium property and of the Association's property may be parked or placed upon condominium property without BOD approval.
- 8.9. Any unit-owner who wishes to give permission for another resident to use their assigned parking space while away for an extended period of time must do so in writing **annually** to the CAM.
- 8.10. Any bicycle, boat with trailer, or RV unit stored in the enclosed parking area must be the property of a unit-owner or tenant, and must be in working order. The application pertaining to the use of this facility may be obtained from the CAM.

At the time of application, the owner or renter must provide the following documents for copying to the files:
(A) Current Operator's license; (B) Title or Proof of Ownership; (C) Proof of Current Insurance.

- 8.11. A designated parking area for unauthorized vehicles of guests is available opposite or south of the RV and boat

storage area for a nominal fee, with a maximum of seven (7) days. Permits for the use of this area are available in the Association office.

- 8.12. Commercial vehicles may be parked while providing service or merchandise delivery, but never under the carports.
- 8.13. Owners of vehicles violating parking rules will be notified. Vehicles will be towed away at the owner's expense if the notice is ignored.
- 8.14. Vehicles are to be parked **forward facing** only in striped parking areas. No parking is permitted on the lawn.
- 8.15. The display of advertising is not allowed on resident vehicles.
- 8.16. Residents must notify the Association office if they have a bicycle on property. Bicycles are not to be left on lawns, under stairwells, walkways of buildings, or under carports. They must be parked only in the designated bicycle parking areas. Residents who elect to protect their bicycles, may do so with an approved bicycle cover, NO TARPS or plastic bags. Bicycles are to be taken into the unit when leaving for extended time and during storm emergencies.
- 8.17. In conformance with Florida statutes Chapter 718 Section 113(8) the following rule is adopted concerning Electric Vehicles.

A unit-owner of a properly registered Electric Passenger Vehicle may direct a written request to BOD to install a charging station within the confines of the unit-owner's assigned parking space. The BOD will not deny the request as long as the request meets the following requirements:

- 8.17.1. The unit-owner will engage the services of a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station.
- 8.17.2. The unit-owner will meet with a Board member and the CAM to review the installation plan and charging station specifications prior to approval by the BODs. The installation must comply with bona fide safety requirements, and be consistent with applicable building codes or recognized safety standards, for the protection of persons and property. The installation and charging unit must also comply with reasonable architectural standards.
- 8.17.3. The installation may not cause irreparable damage to the condominium property.
- 8.17.4. The resident will provide a certificate of insurance naming the association as an additional insured on the owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station within 14 days after receiving the association's approval to install such charging station.
- 8.17.5. The electricity for the electric vehicle charging station must be separately metered and payable by the unit-owner installing such charging station.
- 8.17.6. The unit-owner who is installing an electric vehicle charging station is responsible for the costs of installation, operation, maintenance, and repair, including, but not limited to, hazard and liability insurance. The Association may enforce payment of such costs pursuant to s. 718.116.
- 8.17.7. If the unit-owner or their successor decides there is no longer a need for the electronic vehicle charging

station, such person is responsible for the cost of removal of the electronic vehicle charging station. The Association may enforce payment of such costs pursuant to s. 718.116.

8.17.8. The unit-owner will reimburse the association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the association's insurance premium invoice.

8.18. VEHICLE MAINTENANCE IN THE PARKING AREAS

Not Permitted (but not limited to): oil changes – adding engine oil, transmission fluids, engine coolants – replacing batteries – drive line repairs – shaking dirt from the floor mats – replacing headlights – washing vehicles (a vehicle wash area near the RV storage and recycling area is provided for residents and guests use).

Permitted: Adding water to windshield washer reservoirs – waxing – vacuuming interiors – changing tires – replacing light bulbs (turn signals, backup and brake lights) – cleaning vehicle windows.

If the permitted work is to be performed by persons other than the vehicle owners, those persons must be approved by the CAM each time they are to provide the service.

9. RENTAL & RESALE OF CONDOMINIUMS

Restrictions as to the rental, resale, etc. are covered in the Declaration of Condominium (see Articles 22.1 through 22.8). All applications for rental, sale, etc. can be acquired from the Association office. All applications must be returned 30 days prior to the effective lease or sale date.

Regulations for renting, leasing or use of unit by other than owners:

- 9.1. No unit-owner may lease their unit without applying for proper application from the Manager's office and subsequent BODs approval. Failure of a unit-owner to abide by this rule will result in a \$100.00 assessment to that unit-owner, which may be followed by notification to the Association's attorney for possible legal action.
- 9.2. Rentals shall be for a **minimum period of 60 days**. Annual leases must be re-approved 30 days prior to lease expiration, no fee if renewed within the 30 days.
- No condo may be leased in excess of three times each calendar year, regardless of the term of each lease, and for the purpose hereof, if a single lease term includes portions of two or more years it will be deemed that a lease has been made during each such year. Annual renewals made within 30 days of expiration will not be charged an application fee.
- 9.3. Each of the units will be occupied by **at least one person 55+** and only as a single family private dwelling by its unit-owner or their tenant, their visitors and guests, and not for business or any other purpose. No rooms may be rented and no transient tenants may be accommodated. No unit may be divided or subdivided into a smaller unit nor any portion sold or otherwise transferred without first amending the Declaration to show the changes in the units to be affected. No unit may be occupied by more than two (2) people per bedroom in the unit. Children under 13 may not reside in the unit, but are welcome as a guest for no more than 30 days in a calendar year.
- 9.4. Unit-owners are responsible to notify and supply real estate agencies and lessees a copy of these community rules and regulations.
- 9.5. The placement of "For Sale", "Open House", or any other signs is prohibited on Vista Plantation property by unit-owners or real estate representatives.

- 9.6. In order to maintain a community of congenial residents who are financially responsible and thus to protect the value of the units, no one may, individually, jointly, corporately or in trust have an ownership interest in more than **two units** at a time.
- 9.7. Purchasers of units within the condominium may not finance more than eighty percent (80%) of their purchase price.
- 9.8. Unit-Owners shall relinquish all privileges and amenity wristbands when their condos are sold, leased or rented.

10. COVENANT AND RESTRICTION ENFORCEMENT AND HEARING PROCEDURE¹

All Covenants and Restrictions will be enforced by the Board of Directors (BODs). In order to assure effective rule enforcement, all owners, tenants, and guests must possess a complete set of Rules and Regulations. They should be advised that all Rules and Regulations will be enforced. All unit-owners are responsible for any violations made by themselves, their guests and tenants.

Fining Committee – The President of the BODs shall appoint three year-round, unit-owners to sit as the Fining Committee. The purpose of the Committee is to hold hearings about BODs levied fines, as required. The Committee members will hear testimony and review evidence from the Community Property Manager (CAM) and the violator and either approve or disapprove a fine levied by the BODs.

For graphic overview, see **Figure 1** on page 28

- 10.1. A violation of Vista Plantation Covenants and Restrictions, which is reported to the CAM, or is discovered by the CAM, will be documented and the CAM shall notify the violator, in writing or by email that the

¹ Procedure approved by BODs 12.09.21

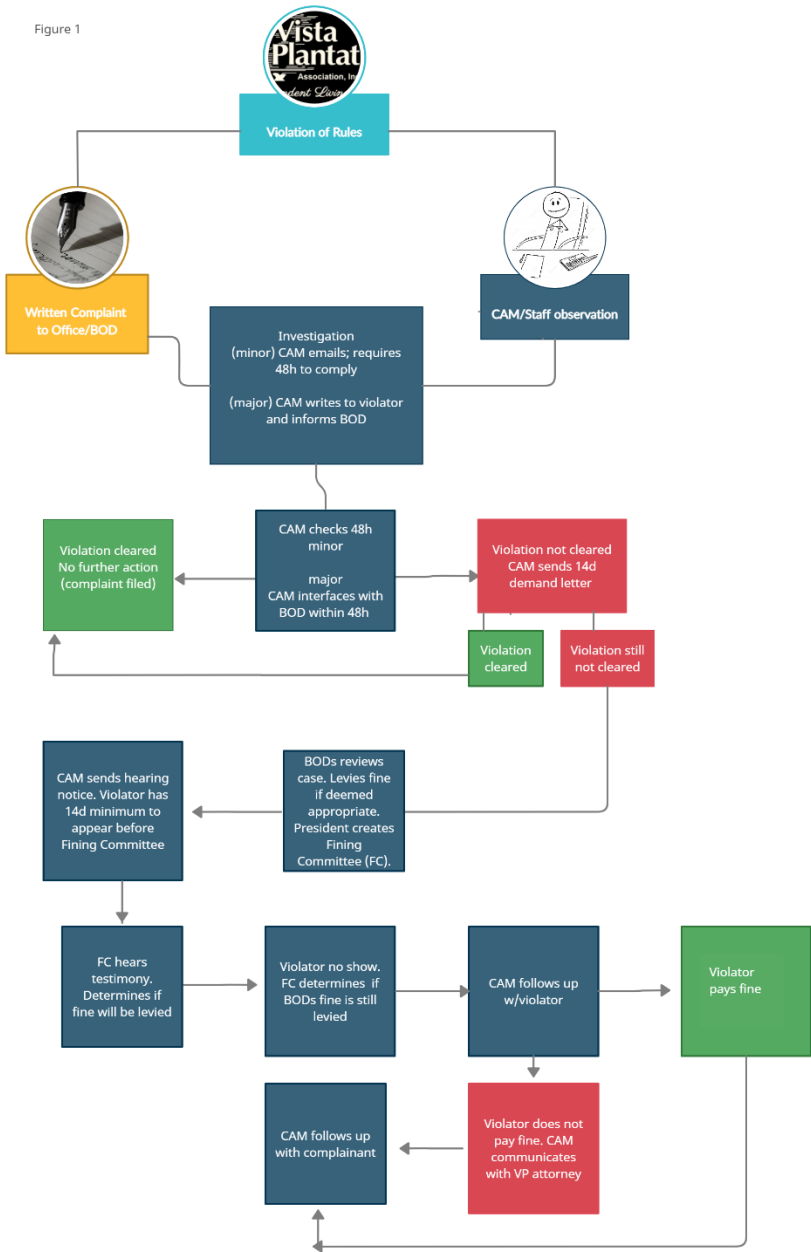
violation must be corrected immediately. If the violator is a tenant or a guest of a tenant, a copy of the email or letter will be sent to the unit-owner.

- 10.2. If the violation is not corrected within 48 hours after contact by the CAM, the CAM will issue a demand letter to the violator demanding that the violation be resolved and notify the BODs .
- 10.3. If the violation is not resolved within 14 days from the date of the demand letter, the CAM shall notify the BODs that the violation has not been resolved. The BODs will investigate the matter and levy a fine if the BODs deems that a fine is appropriate. The CAM will then provide a hearing notice to the violator giving the violator a minimum of 14 days notice to appear before the Fining Committee.
- 10.4. The Fining Committee will hear testimony and review evidence from the CAM, BODs and the violator, and determine whether the fine should be levied.
- 10.5. If the violator(s) refuses to meet, or does not appear at a scheduled meeting, the Fining Committee shall still determine whether the BODs' decision should be approved.
- 10.6. The CAM shall follow up with the violator, in writing, advising the violator of the outcome of the matter and demanding that the fine be paid and the violation resolved if appropriate based on the findings of the Fining Committee.
- 10.7. Chapter 718 of the Florida Statutes allow for a \$100.00 per day fine up to a maximum of ten days or \$1,000.00 total.
- 10.8. If at this point this procedure fails to bring a conclusion, the matter will be placed into the hands of the Association's Attorney for possible legal action, in which case the

violator(s) will need to assume not only the fine, but also any legal costs incurred.

- 10.9. Upon completion of the violation process the CAM will advise the complainant of the final resolution of the matter unless communication of such information is prohibited by law.
- 10.10. Any member seeking information concerning records of disciplinary actions or rules violations may request such information, in writing from the CAM. The CAM will have 10 working days to answer such requests.

Figure 1



IMPORTANT NUMBERS

Sheriff – Emergency	911
Sheriff – Non-emergency	772-569-6700
Management Office	772-569-2226
Management Emergency	866-378-1099
FirstService – payments	800-425-0001
Post Office – Citrus Ridge	772-562-2580
Florida Power & Light	772-770-6517

