

Vizcaya of Bradenton
Condominium Association, Inc.
6101 34th Street, West
Bradenton, FL 34210

RULES & REGULATIONS

2013

Vizcaya Unit Owners:

Condominium living is designed to create a lifestyle where joint ownership of property promotes the common welfare.

The mission of a condominium association Board of Directors is to promote harmony for the majority of Unit Owners by performing its legal and fiscal responsibilities, by ensuring adequate maintenance of the entire property, by ensuring the structural and architectural integrity of the community, and by establishing fair and consistent policies, including Rules and Regulations.

These Rules and Regulations have been written to respect personal freedom while protecting the freedom of others living around you. These Rules and Regulations, however, do require some compromises of individual rights.

To achieve residential harmony, you must know and abide by the Rules and Regulations which govern us: The Declaration of Condominium, Bylaws, Articles of Incorporation, Vizcaya Rules and Regulations and all other Federal, State and local laws.

Please read the Vizcaya Rules and Regulations carefully to insure your maximum comfort and happiness here and to be aware of your responsibilities as a Unit Owner as well as a member of this condominium association.

You, the Unit Owner, are ultimately responsible for the conduct of your occupants, your tenants and your guests in Vizcaya. Please also review these Rules and Regulations with them. They, too, are required to observe these Rules and Regulations.

If you have any questions about what is or is not permitted, please consult these Rules and Regulations, our Declaration of Condominium, and/or the Office Manager or CAM.

Your Board of Directors

VIZCAYA RULES AND REGULATIONS

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SECTION I. Occupancy

(Ref. Declaration of Condominium, Article VI. General Restrictions)

A. Each Unit shall be used only as a residence.

B. A Unit Owner shall not receive money, goods, services, time-share exchange or other consideration from Guests for the use of his/her Unit.

C. All permanent occupants must be registered with the Association (See *Unit Owner/Occupant Data Base Form* in the Association Office.)

D. All Unit Owners must carry current HO6 Insurance. A copy of the Declaration page must be on file with the Association and be updated annually.

E. Definitions:

1. Owner

An Owner is a person with his/her name on the deed to the Unit.

2. Non-Owner Occupant

A Non-Owner occupant is a person who is a registered resident.

a. A Non-Owner occupant is bound by the same *Vizcaya Rules and Regulations* and by the same *Declaration of Condominium/Bylaws/Articles of Incorporation* as an Owner.

b. A Non-Owner occupant does not have voting rights.

3. Tenant

A tenant is a person or persons who has/have signed a one-year lease according to all the provisions cited in **Section X. Leases**.

a. A tenant is bound by the same *Vizcaya Rules and Regulations* and by the same *Declaration of Condominium/Bylaws/Articles of Incorporation* as an Owner.

b. A tenant does not have voting rights.

4. Guest

A Guest is a person who has a residence elsewhere and is temporarily occupying a Unit without payment of any consideration to the Unit Owner.

a. A Guest is bound by the *Vizcaya Rules and Regulations* and by the same *Declaration of Condominium/Bylaws/Articles of Incorporation* as an Owner.

b. A guest does not have voting rights.

F. No more than four (4) persons shall occupy a two-bedroom Unit and no more than six (6) persons shall occupy a three-bedroom Unit.

G. An exception to F. above: More than four (4) persons may occupy a two-bedroom Unit only for up to fourteen (14) days during a calendar year and more than six persons may occupy a three-bedroom Unit only for up to fourteen (14) days during a calendar year.

H. There shall be no limit to the length of time a guest(s) may occupy a Unit when the Unit Owner/non-owner occupant or tenant is present (*Subject to Occupancy Limitations above and in the Declaration of Condominium*).

I. Guests shall not occupy a Unit for more than fourteen (14) days during the calendar year when the Owner is not present. Tenants shall not permit anyone not included in the lease to occupy the Unit in their absence.

J. Persons under the age of eighteen (18) shall not occupy a Unit unless the Unit is also occupied by at least one (1) person over the age of eighteen (18) who agrees to be responsible for the conduct of the person who is under the age of eighteen (18).

K. Persons under the age of eighteen (18) shall not be Guests in a Unit unless the Unit is also occupied by at least one (1) person over the age of eighteen (18) who agrees to be responsible for the conduct of the Guest who is under the age of eighteen (18).

L. A Guest is bound by the same rules and regulations and by the same Declaration of Condominium/Bylaws/Articles of Incorporation as an Owner. The Owner or tenant of the Unit shall be responsible for the conduct of Guests occupying the Unit.

M. Registration Requirements:

1. A Unit Owner, non-owner resident, or tenant/lessee must file a **Notification of Arrival of Guests When Owner is Present** form in the Association Office within twenty-four hours of guest(s) arrival on Condominium Property or as soon as the Association Office is open if guest(s) intend to stay more than seven days.

2. A Unit Owner wishing to have a guest(s) use his/her Unit during his/her absence must file a **Notification of Guests When Owner Will Not Be Present** form in the Association Office prior to the arrival of guest(s). This form must also be signed by the guest(s) as soon as possible after arrival.

3. Requests for special exemptions to any guest occupancy restrictions may be presented in writing to the Association Manager for approval before the arrival of the guest(s).

SECTION II. General Restrictions

(Ref. Declaration of Condominium, Article VI. General Restrictions)

- A. Second floor Units must be fully carpeted; only kitchens, baths, entrance foyers and porches (lanais) are exempt from this requirement. All flooring, including tile, in second floor Units must be sub-layered with appropriate sound-reducing material (i.e., padding, cork, etc.). Installation of any flooring other than carpet in the kitchen, bathrooms, entrance foyer, or porch (lanai) of a second floor Unit must receive prior written approval of the Board before any work is begun.
- B. Second floor Unit Owners may not install tile or any other material on balconies or porches which are exposed to weather without specific prior written approval by the Board of Directors.
- C. Second floor Unit Owners may not paint, add to or in any way change those balconies or porches which are exposed to weather without specific prior written approval by the Board of Directors.
- D. Plans for any enclosures of porches (lanais) and/or exterior changes must be submitted to the Board of Directors in writing and written Board of Directors approval must be received before any work may begin. If required by law, building permits are the Unit Owner's responsibility and must be obtained and properly displayed. The Unit Owner must follow provisions of the law when selecting contractor(s). The Association shall be indemnified and held harmless for all work contracted for by Unit Owners.
- E. No whirlpool tubs, hot tubs, Jacuzzis or similar equipment requiring the use of a motor shall be installed in a second-floor Unit.
- F. No Unit may be used for purposes which generate traffic or which may interfere with neighbors' rights to privacy and quiet or which may use Association resources such as, but not limited to, water, pool or spa.
- G. Solicitation or peddling is forbidden on Condominium property.
- H. No Unit occupant may interfere with the rights of other occupants by unreasonable, excessive or disturbing noises that exceed any City or County Ordinance.
- I. Construction projects in or about Units are prohibited on Sunday and on the following holidays; New Year's Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving Day, and Christmas Day, unless such work is necessary to correct an emergency situation.
- J. No Unit Owner construction project may begin before 8:00 a.m. and must be completed for the day by 6:00 p.m., except as necessary to correct an emergency situation.
- K. No Unit occupant shall interfere with an Association employee or any contractor, subcontractor or worker hired by the Association in the performance of his/her assigned duties. No Unit Owner shall in any manner interfere with any government inspectors, including but not limited to, Manatee building inspectors. Comments, observations or complaints must be made directly to the Manager in the form of a work order.

L. Any truck over forty (40) feet must be scheduled to arrive and depart during Vizcaya of Bradenton Condominium Association business hours. The Manager must be present to direct trucks. Damage to vegetation or to the Common Elements caused by any truck will be the Unit Owner's financial responsibility for restoration and/or repair.

SECTION III. Pets

(Ref. Declaration of Condominium, Article VI. General Restrictions)

- A. The only pets permitted on the Condominium Property shall be cats, dogs, fish, and birds.
- B. The occupants of a Unit shall have no more than a total of two cats and/or dogs, the combined weight at maturity of which shall not exceed twenty-five (25) pounds. Assistance dogs for the disabled are the only exception to the weight rule.
- C. A cat or dog may not be brought on the Condominium Property until the animal has been registered with the Association (*Dog and Cat Registration Form*). A Unit Owner, non-owner resident, or tenant/lessee must file a *Dog and Cat Registration Form* in the Association Office within twenty-four hours of guest(s) arrival on Condominium Property or as soon as the Association Office is open if the guest(s) pets will stay on property more than seven days. Guest pets are restricted in size to a mature weight not to exceed twenty-five (25) pounds. The total weight of all pets (including Guest pets) in a Unit at any time shall not exceed fifty (50) pounds.
- D. All cats and dogs must either be on a leash or carried when outside a Unit.
- E. No pets are allowed in the Clubhouse, the pool area, or in the Office of the Manager with the exception only of assistance dogs.
- F. All cats and dogs must have current vaccinations and must wear current vaccination tags at all times when outside the Unit.
- G. Pet owners must immediately remove pet waste from the Common and Limited Common Elements. Pet waste must be picked up, bagged, and disposed of in a sanitary manner in the Association-provided garbage can. Pet waste shall not be deposited in dumpsters, storm sewers, trash cans designated for landscape use.
- H. Each Unit Owner shall be responsible for assuring that the occupants and Guests of the Unit fully comply with Pet rules and regulations. If a pet or pets create a nuisance and/or make unreasonable noises, the pet owner will be required to remove the pet(s) from Condominium property.

SECTION IV. Vehicles and Parking

(Ref. Declaration of Condominium, Article VII. Vehicles and Parking)

A. Registration of Vehicles:

1. All operational motor vehicles on the Condominium Property must have a current license plate and must be registered with the Association (*Vehicle Registration Form*).
2. The Manager must be notified of vehicle or license plate changes.

3. One Vizcaya identification sticker must be visibly displayed on the lower left rear window of all Unit Owner, occupant, and/or tenant vehicles.
4. Guest vehicles on Condominium Property for two days or more must be registered with the Association. Such vehicles must also display a Vizcaya guest parking permit. Guest parking permits are available in the Association office.
5. Inoperable vehicles, vehicles without license plates and vehicles without Vizcaya identification stickers or a guest parking permit must not be parked on Condominium Property.
6. Vehicles not in compliance with registration rules and regulations will be towed at the owner's expense.

B. Parking in Carports and Guest Parking Spaces:

1. Carport and guest parking spaces are reserved for private, non-commercial passenger vehicles; i.e., cars, station wagons, minivans and SUV's.
2. Any vehicle that infringes on adjacent carport/guest parking spaces must be parked in the oversize vehicle parking area. A vehicle may not intrude on the sidewalk or exceed the road-side end pillar of the carport by six (6) inches.
3. Trucks, including pickup trucks, trailers of any type, oversize vans, mobile homes, motor homes, campers, watercraft, other recreational vehicles and bicycles may not be parked in carports or in guest parking spaces.
4. A Unit Owner may give written permission to another Unit Owner or occupant to park in the Unit Owner's assigned parking space. If more than one person owns the Unit, each owner must sign to give permission. This written permission must be on file with the Association.
5. As motorbikes, motorcycles, scooter or mopeds, whether electric or fuel propelled shall not drive within the community at any time, motorbikes, motorcycles, scooter or mopeds, whether electric or fuel propelled shall not park in carport or guest parking spaces at any time day or night.

C. Parking in the Oversize Parking Area:

1. Long-term Parking

- a. Any Unit Owner or occupant owning an oversize vehicle must park the vehicle in the oversize parking area.
- b. Any Unit Owner or occupant with more than two (2) legally-registered vehicles must park the additional vehicle(s) in the oversize parking area. The Unit Owner or occupant must notify the Association office that the additional vehicle(s) is/are using these alternative parking spaces.
- c. Any motor vehicle belonging to an occupant of a Unit in Buildings 21, 22, 23, or 24 which is not being used or is going to be left unattended for seven (7) consecutive days or longer must be parked in the carport assigned to the occupant's Unit or in the oversize parking area. (*Also, see B.4.*)

2. Short-term Parking

a. Vehicles belonging to guests of residents, such as, but not limited to, trucks, including pickup trucks, trailers, oversize vans, mobile homes, motor homes, campers, recreational vehicles, and watercraft may only be parked in the oversize parking area.

The Unit Owner or occupant must notify the Association office that such vehicle is parked in the oversize parking area and must get a guest parking permit.

b. Pickup trucks belonging to guests of residents may be parked in the oversize parking area for a maximum of seven (7) days. The Unit Owner or occupant must get a guest parking permit on the day of arrival from the Association office.

D. Unattended Vehicles:

1. A motor vehicle may not be left unattended on Condominium Property for more than seven (7) consecutive days unless a key to the vehicle is in the Association office.

2. If the battery of an unattended vehicle is disconnected, the Manager must be notified. Failure to notify may result in the vehicle being towed at the owner's expense.

3. Vehicles not owned by Vizcaya Unit Owners or occupants may not be stored on Vizcaya property.

E. General Vehicle Restrictions:

1. Motorbikes, motorcycles and mopeds shall not be operated on Condominium Property at any time. All motorbikes, motorcycles, scooters or mopeds licensed for use on public roads whether electric or fuel-propelled are not permitted within the Community at any time. An electric mobility scooter that acts as a mobility aid equivalent to a wheelchair is not included in these definitions and not governed by this rule.

These motorcycles, motorbikes, scooters and mopeds whether electric or fuel-propelled are not allowed to park or to be stored in the oversize parking area at any time.

2. Living in any vehicle on Condominium Property is prohibited.

3. No vehicle shall be parked on the Common Elements except in designated spaces.

4. Vehicles used in the maintenance of the Condominium property must be parked in the oversize parking area.

5. Vizcaya-owned maintenance vehicles must be parked within the Maintenance areas.

6. Commercial vehicles shall only be permitted on the Condominium Property in use for repair, replacement, maintenance or improvement of a Unit or of the Common Elements or the Limited Common Elements. A commercial vehicle shall include any vehicle which has a sign or other business information on the exterior of the vehicle, including temporary signs or which is otherwise evidently used for commercial purposes, including but not limited to ladders or toolboxes.

7. Backing into parking spaces is prohibited.

8. Motor vehicles which have altered exhaust systems or which otherwise produce excessive noise are prohibited on Condominium Property.
9. All motor vehicles must be kept in safe working conditions.
10. Any vehicle with a fluid leak must be promptly repaired. Any damage to the parking areas or other Common Elements caused by fluids leaking from a motor vehicle must be repaired at the sole cost of the Unit Owner who caused, or whose occupant, tenant or guest caused, the damage.
11. Washing vehicles on Condominium Property is permitted. However, any damage caused to the parking areas or Common Elements by detergents, solvents or chemicals shall be repaired at the sole cost of the Unit Owner who caused, or whose occupant, tenant or guest caused the damage.
12. Performing maintenance on vehicles is not permitted on Condominium Property.
13. Bicycles must not be parked or stored in carports, guest parking spaces, the oversize parking area, in courtyards, the Guard House, or on any other Common Elements, with exceptions only for short-term parking in courtyards or on the perimeter of the Clubhouse while on personal or Vizcaya-related business.

SECTION V. Appearance

(Ref. Declaration of Condominium, Article V. Maintenance and Improvements)

A. Association Plantings:

1. Association plantings are not the property of individual Unit residents and may not be added to or otherwise altered anywhere on the Condominium Property without prior written permission from the Board of Directors.
2. Notwithstanding A.1 above, first-floor Unit Owners may plant plants (excluding fruit trees and vegetable plants) within the Unit Owner's privacy garden, provided such plants do not create a nuisance, structural damage to buildings or walls, or a health hazard to residents, to the Common Elements or to another Unit.

B. Association Utility Systems:

Tampering with or readjusting Association utility systems such as, but not limited to, irrigation, timers, electrical controls, pool heaters, is prohibited.

C. Privacy Gardens:

1. Unit Owner Responsibilities

- a. Except as outlined in the Declaration of Condominium Section 5.2 (c), which states the Association will maintain, repair and replace the irrigation system, first-floor Unit Owners are responsible for the landscaping and maintenance and replacement of all plants, trees, and bushes in the Limited Common Elements known as "Privacy Gardens" which adjoin the Unit. Unit owner is responsible for trimming owner installed plantings in the privacy garden for Association scheduled painting activities.

b. First-floor Unit Owners must obtain prior written approval from the Board of Directors or its designee before planting any perennial plants, trees, or bushes in the Limited Common Elements known as "Privacy Gardens" which adjoin the Unit.

c. Planting of vegetables and fruit trees in "Privacy Gardens" is prohibited.

d. First-floor Unit Owners must obtain prior written approval from the Board of Directors or its designee before making any changes, alterations or improvements to the ground, slope, drainage, cement porch or any other landscaping or material changes in the Limited Common Elements known as "Privacy Gardens".

e. First-floor Unit Owners shall do nothing in the Limited Common Elements known as "Privacy Gardens" which may infringe or negatively affect the health or welfare of Association members or the safety of the Condominium Property or Units.

2. Association Responsibilities

a. The Association is responsible for trimming and pruning plantings in accordance with standards and schedules set by the Association.

b. The Association is responsible for the maintenance, repair and replacement of the underground irrigation and or drainage system.

D. Personal Plantings in Courtyards:

1. Unit Owners, occupants or tenants may plant annuals in available ground areas inside courtyards, between courtyards and the road, in privacy gardens, and in flower boxes once prior written approval by the Board is on file for the building and Unit Owner at the Association office in compliance with the Declaration of Condominium Section 5.1 (n).

a. Unit Owners, occupants or tenants must maintain personal plantings. Dead plants must be promptly removed and placed in receptacles provided for plant debris. If plants are not maintained, the Association may remove them.

b. Plants must not interfere with the ability of the landscape service to perform its duties.

c. The Association is not liable for personal plants.

2. Unit Owners, occupants or tenants may plant annuals or greenery in pots in courtyards within the following restrictions:

a. Unit Owners, occupants or tenants must personally and quickly remove or arrange to have moved their potted plants or greenery during named tropical storms or hurricane warnings. The Association shall not be responsible for any damage caused by potted plants or greenery.

b. Unit Owners, occupants or tenants must maintain all personal plantings. Dead plants must be promptly removed and placed in receptacles provided for plant debris. If plants are not maintained, the Association may remove them.

c. As fire regulations require a clear path of thirty-six (36) inches to the entrance of each dwelling, the Association requires pots to be limited to eight pots for each courtyard, each pot no larger than 7 gallons only. Pots may be placed:

1. On the short wall surrounding the center semi-circular bed in rear of the courtyard.
 2. In the 2 side areas not on a direct path to the door of the downstairs units.
 3. At the entrance to the courtyard one pot may be placed on each side.
 4. All pots must not present a safety hazard or obstruct passage to units, stairs or fire equipment in the courtyards.
5. The owners/residents of a courtyard will agree on ownership and allocation of pots in a courtyard and communicate that determination to the community office.
6. Any disputes about pots in a courtyard will be subject to arbitration by the Landscape Committee and the Property Manager.

3. Artificial plants are not permitted on Common Elements or in the courtyards. Upstairs window boxes may contain only live annuals or silk flowers in natural colors or live or artificial greenery. Faded artificial flowers or greenery must be removed.

4. Baskets of live plants may hang on the wrought-iron brackets above the arches outside downstairs Unit entrances.

5. Although it is the Association's responsibility to replace dead perennials in courtyards, Unit Owners, occupants or tenants may replace dead perennials in courtyards after the Association has approved, in writing, such replacement plants. These approved plantings become Association property and shall be maintained by the Association.

6. If the Association receives written complaint by a Unit Owner, occupant or tenant concerning an item placed in his/her courtyard, the Association may require removal of that item.

7. No Unit Owner, occupant or tenant shall allow any hazardous, unsanitary or unsightly items to remain in any Common or Limited Common Element.

E. Personal Plantings Outside Courtyards:

1. Unit Owners, occupants or tenants may plant annuals in other areas of the condominium Property only with prior written approval by the Manager.

2. Plants in pots may be placed outside the courtyards only with prior written approval by the Manager.

3. Unit Owners, occupants or tenants must maintain all personal plantings. Dead plants must be promptly removed and placed in receptacles provided for plant debris. If plants are not maintained, the Association may remove them

4. Unit Owners, occupants or tenants must remove or arrange to have moved any potted plants during named tropical storms or hurricane warnings. The Association shall not be responsible for any damage caused by potted plants.

5. Unit Owners must have prior written approval by the Manager to apply mulch.

F. Furniture:

Furniture of any kind is not permitted on Common Elements, including courtyards, or on stairways and landings.

G. Statues or Other Yard Ornaments:

Unit Owners, occupants or tenants may not place statues or other yard ornaments on the Common Elements or courtyards, stairways and landings. *(See V.L; Holiday Decorations.)*

H. Signs, Banners, Flags:

1. The American Flag may be displayed in public view in accordance with accepted standards and Florida Statutes for American Flag display. Unit Owners may make a written request to the Board to install a flagstaff support no larger than 4 inches by 4 inches attached to the wall of the courtyard (common element) where their unit is located. On relocation or sale of the unit, the owner support must be removed from the courtyard wall.
2. On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veteran's Day a portable, removable official flag, four and one-half feet by six feet (4 1/2'x6') may be respectfully displayed which represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard.
3. All personal or political signs, banners and/or flags may not be displayed in public view. Such items may be displayed inside Unit entryways.
4. Building permits, if required by law or by Board of Directors approval, must be displayed during construction.
5. The Association may post signs and notices which provide identification, directions and/or information, such as but not limited to speed signs, towing notices, agendas, and real estate listings.

I. For Sale and Open House Signs:

1. Open House and For Sale signs may be posted on Condominium Property; however, these signs must be temporary and be posted only during the hours an Open House is being conducted by the listing Agent or the Unit Owner and must be promptly removed at the conclusion of the Open House. The listing Agent or his/her designee or the Unit Owner must be present during the Open House.
2. Realty Agents must obtain a three-digit code from the Manager to conduct an Open House. This three-digit code is not a Vizcaya access gate code.

J. Gate Codes:

Each Unit Owner, occupant or tenant will receive a four-digit personal access code that will change with each new owner/tenant. A Unit Owner, occupant or tenant may apply to the Association office for a temporary 4 digit personal access code for a vendor hired by the authorized individual. The codes will be active only for the dates of the defined period requested. At the end of that defined period, the code will be deactivated/removed from the Association's system.

K. Unsightly Items:

Unightly items such as, but not limited to, laundry, towels, rugs, car floor mats, cleaning cloths, swim suits, clothes racks or clotheslines may not be in public view.

L. Holiday Decorations:

1. December holiday decorations may be displayed on doors, in windows, in planters, on balconies and on light posts and railings during the period when the exterior Association decorations for the holidays are displayed and/or between the dates of December 1 and January 6.
2. Decorations for other holidays and observances may be displayed only for a maximum of two weeks.

M. Window Treatments:

1. All window or sliding door treatments visible from the exterior of a Unit must be white, ivory, or light beige.
2. Windows may be tinted only with prior written Board of Directors approval using a tint that meets established requirements.
3. No light-reflective materials may be placed on any window or sliding door.

N. Antenna, Aerial or Satellite Receiving Dish:

No antenna, aerial, satellite receiving dish, or other similar receiving apparatus whatsoever shall be placed, maintained, or constructed on the Common Elements or outside the boundaries of a Unit or the Limited Common Elements belonging to a Unit except upon prior written Board of Directors approval.

O. Windows, Screens and Front Doors:

Broken windows, torn screens and/or damaged front doors must be repaired immediately by the Unit Owner at his/her expense. Occupants are responsible for cleaning glass and vinyl windows and doors.

P. Storage:

Storage of personal items, including toys, is prohibited on Common Elements, with exceptions only for exercise mats and weights which must be stored in the Exercise Room and for watering hoses which may be stored in courtyards.

Q. Hurricane Protection:

Unit Owners may install hurricane protection features only upon prior written approval by the Board of Directors and only, at a minimum, according to the Association's duly-adopted hurricane protection specifications. Any installations must comply with the current Florida Building Code.

SECTION VI. Sanitation

A. Feeding any wildlife, including fish and birds, anywhere on the Condominium Property, including privacy gardens, is prohibited.

B. The Association provides garbage cans in the garbage cribs for non-recyclable garbage. An open container outside each garbage crib is for yard waste only.

C. All non-recyclable garbage must be contained in securely tied plastic bags and placed in the Association-provided garbage cans in the garbage crib. No bagged garbage may be left outside the garbage cans or the garbage crib.

D. Policy and Procedures for Volunteer use of recyclable containers:

1. Recyclable containers are provided by Waste-Pro.
2. Waste-Pro will empty the containers once a week on **Mondays**.
3. Recyclable containers will be stored in the Maintenance Yard.
4. Recyclable containers will be available to residents Monday through Friday from 8:00am until 3:00pm when the Maintenance Yard gate is open. Residents must not leave bagged or unbagged recyclable materials outside the gate at any time. Residents must not toss recyclable materials over the Maintenance Yard fence under any circumstances.

E. County Regulations for Recycling and Waste Disposal

Current acceptable recycling materials, acceptable methods of household waste, furniture disposal, consumer electronic equipment disposal and appliance/white goods disposal information can be found on line at www.mymanatee.org.

To access the current regulations, follow the links for **Garbage** for the current available information. If you do not have access to a computer or are not on-line, please ask the office for a print-out of the current recycling and hazardous wastes disposal regulations for Manatee County. You may also call the Manatee County at 941.792.8811.

F. Burning or burying of any materials or animals on Condominium Property, including all Limited Common Elements, is prohibited.

G. Unit occupants and guests must not litter (i.e., cigarette butts, tissues, cans, food wrappers). Pet wastes must be bagged and placed in the lidded Association trash containers in the garbage cribs.

SECTION VII. Safety

A. The **15 MPH** speed limit must be observed on all Condominium Property roads. A car backing out of a carport or guest parking or the oversize parking area does not have the right of way.

B. Roadways adjacent to Buildings 2 and 18 are designated by signs as **ONE-WAY** entries to the Condominium Property. These signs and all **STOP** signs must be strictly observed.

C. The use of an electric grill is restricted to the Unit occupant's Limited Common Element. No other type of grill may be used anywhere on the Condominium Property. The use of an electric grill is solely at the Unit occupant's risk. (*Exception: the Vizcaya Social Committee may use a supervised grill on the pool deck during a sanctioned social function.*)

D. No Unit occupant shall allow anything to remain in the Common Elements or Limited Common Elements which is hazardous.

E. Common and Limited Common Elements, including courtyards and entries, must be kept free from obstructions which might impede fire and EMS crews. Cedar Hammock Fire Department regulations require a clearance of a minimum of thirty-six (36) inches.

F. No recreational objects including, but not limited to, bicycles, tricycles, or toys may be left or stored on Common Elements.

G. No objects of any kind may be kept on stairways, including but not limited to potted plants and furniture.

H. Plants in pots, ornaments or any moveable objects are prohibited on upper balcony railings.

I. Umbrellas are not allowed on upper balconies.

J. If a Unit is to be left unoccupied for more than seven (7) days, all furniture and umbrellas on first floor open patios and privacy gardens must be moved inside the Unit. All potted plants, ornaments, or other objects must be removed from balconies, porches, and privacy gardens.

K. Live Christmas trees are prohibited within Units.

L. Fishing, swimming and boating are prohibited in all four lakes. These lakes are not required to be fenced nor in any way enclosed. An adult must accompany any child under age fourteen (14) and must assume responsibility for the child's safety in the areas around the lakes.

M. A key for each Unit must be on file in the Association office. The Unit Owner may authorize "for emergency use only". If the Unit Owner fails or refuses to provide a key to the Unit, the Unit Owner is responsible for any damage caused by the Association or its agent in entering the Unit.

N. Residents shall apply to the Office for a temporary 4 digit access code as needed for their unit. This access code will be active only for dates of the defined period requested. No owner shall give his/her personal security gate code to any other person. No resident whether owner, guest or tenant shall admit any person through the gate who is not known to them/visiting that individual.

O. Recommendations for closing a Unit for an extended period and for both hurricane safety preparation and evacuation procedures are available in the Association Office.

SECTION VIII. Clubhouse

A. General Use:

1. The Manager supervises the operation of the Clubhouse.
2. The Manager, with the Social Committee, coordinates social and recreational use, determines priority of use, and maintains a calendar of events. Board of Directors meetings have priority over all other Clubhouse uses.
3. The Clubhouse is available for use from Sunrise until 11:00 p.m. If persons are in the Clubhouse after 11:00 p.m., call the Sheriff's Office, 747-3011.
4. The outside upper deck and stairways are not to be used.
5. Clubhouse facilities and equipment are for use of residents and guests, as space permits. Guests not in residence at Vizcaya must be in the company of an adult resident. Children under fourteen

(14) must be accompanied by an adult. Residents must be responsible for facilities and equipment used by themselves and guests.

6. The wide-screen HDTV in the Clubhouse Great Room is not for personal use.

7. HDTV use must be scheduled with the Social Committee and the Manager. Events using the HDTV must be posted on Channel 95 and be open to all Vizcaya residents.

8. The wide-screen HDTV must not be removed from the Clubhouse Great Room.

9. Removal of equipment or furnishings from the Clubhouse for personal use is not allowed.

10. Persons using the saunas must do so in a responsible manner. No one under fourteen (14) may use the saunas.

11. No one under fourteen (14) may use the exercise room equipment. Non-resident guests using the equipment must be accompanied by an adult resident. Supportive footwear must be worn while using the equipment. Bare feet are not allowed. Persons using the exercise equipment must do so in a responsible manner.

12. Clubhouse doors must be locked when the Clubhouse is not in use. All exterior doors must be closed and locked when leaving.

13. Street clothing or a swimsuit cover-up is required in the Clubhouse Great Room, including the Upstairs areas.

14. Nudity outside the Clubhouse shower area is not allowed.

15. The floor outside the shower area must be dried after using the shower.

16. Unless authorized by the Social Committee, sports or athletic activities are not allowed in the Clubhouse or in the pool area.

17. Retail sales and business solicitations are not allowed in the Clubhouse and pool areas.

18. Religious services, including religious classes, are not allowed in the Clubhouse and pool areas.

19. Guest speakers and entertainers must be approved by the Social Committee.

20. Vizcaya Unit Owners may organize instruction classes for the benefit of Vizcaya residents. All instructors, paid or otherwise, must be approved by the Board of Directors and must provide proof of insurance and sign a disclaimer prior to the activity. 75 % of the class membership must be Vizcaya residents. If instructors are compensated, participants in the instruction classes shall negotiate with and pay the instructor directly. Neither the Social Committee nor the Association shall have any responsibility or liability for or gain from such instruction. Instructors must be certified and/or trained. Activities which present inherent danger of injury are not allowed.

21. When leaving the Clubhouse at night, noise must be minimal.

22. No vehicle may park, load, unload or park in the concrete area which constitutes the main entrance to the Clubhouse.

23. No vehicles, skateboards, scooters, bicycles or roller blades may use the sidewalks or the concrete areas which constitute the main entrance to the Clubhouse or the pool areas.

24. Residents and guests who are not part of a private party in progress may not enter the Great Room, the upstairs balcony or the kitchen during the hours which have been reserved by that party. A sign must be posted on the Clubhouse doors indicating the hours when the Clubhouse has been reserved for a private party.

25. No Smoking inside the clubhouse or in the front entry porch.

B. Social Committee Activities:

1. Social Committee activities have priority over private parties in reserving the Clubhouse for functions.

2. Vizcaya residents shall comprise at least seventy-five (75) percent of the participants at Social Committee-approved activities. Guests may be invited when space is available. Guests are the responsibility of the person who invites them.

3. No one who is not a participant may use the Great Room, the upstairs balcony or the kitchen during Vizcaya Social Committee activities.

4. The Social Committee may engage the services of guest speakers and entertainers to make presentations at Social Committee-sponsored activities. Speakers and entertainers may leave business cards. No retail sales or business solicitations are allowed.

C. Private Parties:

1. An application to secure a date for a private party must be submitted to the Manager for approval. The application specifies all requirements, costs, use restrictions and responsibilities as approved by the Association.

2. Only Unit Owners and/or residents may reserve the Clubhouse for private parties.

3. Only the Great Room and kitchen may be reserved for private parties. Restrooms must be shared with other residents.

4. Non-resident guests may not comprise more than twenty-five (25) percent of the total number of guests. A complete guest list, including non-resident guests, must be submitted to the Manager in advance of the party.

SECTION IX. Pool and Hydro-therapy pool (Spa)

Pool Capacity: 40 persons. Spa Capacity: 10 persons.

A. No lifeguard. Swim at your own risk. The Red Cross advises that no person should swim alone.

- B. The pool and spa are for use of residents and guests on the premises. Other friends and relatives not staying with a Vizcaya resident must be accompanied by an adult (over age eighteen) resident. Guests must be advised by the resident to follow pool rules.
- C. Do not enter the pool or the spa before 8:00 a.m. or after 10:00 p.m. If persons are in the pool area after 10:00 p.m., call the **Sheriff's Office, 747-3011**.
- D. Swimsuits are required. All adults must wear a cover-up or outer clothing over swimsuits when not in the immediate pool area.
- E. All persons must shower before entering the pool or spa. However, use of shampoo and/or soap at the outdoor shower is prohibited.
- F. If suntan preparations are used, towels must be used to cover pool chairs and lounges. Swimmers must shower or towel off excess lotions before entering pool or spa.
- G. No Smoking in the fenced areas at the pool or in the clubhouse covered porch adjacent to the pool.
- H. Headphones or earpieces must be used when listening to any sound-producing equipment.
- I. Pool and spa users must enter restrooms directly from the pool area. The Clubhouse must not be used as an entrance or exit from the pool area.
- J. Glass containers are not allowed in the pool area. Food and/or alcoholic beverages may be consumed in the pool area only at official Vizcaya Social Committee functions.
- K. Pets are not allowed in the pool area.
- L. Children under fourteen (14) must be supervised by an adult.
- M. For sanitary reasons, persons who do not have bladder or bowel control are prohibited from using the pool or spa. This prohibition includes infants or toddlers in diapers or swim diapers.
- N. No diving or jumping into the pool or spa; no roughhousing or action games in the pool or adjacent areas; no running on the deck; and no using bicycles, scooters, skateboards, rollerblades or other such equipment in the pool area.
- O. For sanitary reasons, persons with cuts, wounds or infectious conditions are prohibited from using the pool or spa. Persons wearing band-aides or bandages are prohibited from using the pool or spa.
- P. Small foam kickboards, noodles, and other soft flotation devices are permitted in the pool only when attached to or held by the user. Snorkels, goggles, and flippers are also permitted. All such items must be removed from the pool when not in use. These devices are not permitted in the spa.
- Q. Scuba equipment, balls or other throw toys, rafts, inner tubes or other large flotation devices, metal or other hard objects are not allowed in the pool, spa, or pool area.
- R. The pool and patio areas may not be reserved or used for private parties.

- S. The pool area must be evacuated quickly at the first sign of thunder or lightning.
- T. Persons must close umbrellas, return lounges to an upright position, and return chairs and lounges to their original location before leaving the pool area.
- U. Keep noises in the pool area at a reasonable level.
- V. During water aerobic classes, non-participants may not be in the shallow end of the pool.
- W. Report pool/spa violations to the Manager.

SECTION X. Leases

(Ref. Declaration of Condominium, Article VIII. Unit Leases)

Unit Owners and prospective tenants must accept all Vizcaya of Bradenton Condominium Association ***Declaration of Condominium/Bylaws/Articles of Incorporation*** and ***Rules and Regulations***. Unit Owners are responsible for any damage to Association property caused by his/her tenants.

A. Length of Lease:

A Unit may be leased only once in a twelve-month period and for not less than twelve (12) months. A Unit Owner may, in writing, petition the Board of Directors for an exception.

B. Application to Lease Documents:

The following documents must be completed and filed with the Manager **prior to any tenant occupancy:**

1. Application to Lease signed by all owners of the Unit and signed by prospective tenant(s).
2. Acceptance of Vizcaya Rules and Regulations Form signed by prospective tenant(s).
3. Unit Owner(s) proof of insurance with lease rider.
4. Tenant Data Form.
5. Vehicle Registration Form.
6. Pet Registration Form.
7. Tenant Insurance *(to be provided upon completion of Lease Agreement with Unit Owner(s)).*

C. Lease Application Requirements:

1. Unit Owner Requirements:

a. The Board of Directors may withhold approval from a Unit Owner who is in default on assessments and/or fines. The Board of Directors may also withhold approval of an application to lease if the Unit Owner allows tenant occupancy prior to fulfilling all application procedures cited below.

b. A Unit Owner may not permit a tenant to move into his/her Unit until both the Unit Owner and the prospective tenant(s) have fulfilled the following application procedures:

1. The Unit Owner(s) must provide proof of insurance for the Unit at the time the ***Application to Lease*** is filed with the Manager. The proof of insurance must include a rider for lease.

2. The Unit Owner(s) must file the completed ***Application to Lease*** with the Manager, signed by the Unit Owner(s) and all potential full-time tenants prior to any tenant occupancy.
3. The completed Application to Lease must be accompanied by:
 - a. A cashier's check or money order for the \$100 application fee.
 - b. A cashier's check or money order for the passed-through expenses for the criminal background check for tenants.
 - c. The information necessary for the criminal background check on the form provided by the management office. (This form and the information received will be shredded immediately upon the completion of the interview in the application process.)
 - d. If the lease is a renewal with the same tenant(s) no application fee or charges for criminal background check will apply.
4. The Unit Owner(s) must ensure that all tenant requirements are fulfilled prior to any tenant occupancy.
5. The Unit Owner(s) has/have the right to impose on the tenant(s) rules and regulations beyond the ***Vizcaya Rules and Regulations***.

2. Tenant Requirements:

- a. The ***Application to Lease*** must be completed and signed by the tenant applicant(s) and by all adult potential full-time occupants **prior to any tenant occupancy**. Any tenant who violates this rule may be required to vacate the Unit.
- b. The Board of Directors may deny a lease application on the basis of background check, poor credit, poor references, non-conformance with ***Vizcaya Rules and Regulations*** and/or lack of proof of required insurance.
- c. The tenant applicant(s) must present proof of tenant insurance either when signing the final lease or within ten (10) days before occupying the Unit.
- d. The tenant applicant(s) must agree to read the ***Vizcaya Rules and Regulations Handbook*** **prior to any tenant occupancy** and must sign a form stating that the tenant applicant(s) agree to abide by all Rules and regulations therein. If the tenant applicant(s) does/do not sign this agreement, the Board of Directors will not accept the lease.
- e. The tenant applicant(s) must attend an application interview with the Manager and/or a Board of Directors member prior to approval of the lease or any tenant occupancy.

3. Filing Requirements:

- a. A copy of the final lease, signed by all parties concerned, must be filed with the Association within ten (10) days prior to occupancy.

b. At the time the final lease agreement is filed with the Association, the tenant(s) must post a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association which shall protect against damages to the Association property. The check should be payable to Vizcaya of Bradenton Condominium Association, Inc.

C. Orientation:

The tenant(s) must attend an orientation interview with the Manager within ten (10) days before or after occupancy. The tenant(s) will receive a gate code, Clubhouse keys, parking sticker, Vizcaya phone directory, information regarding pest control, garbage pickup, social activities, parking areas, a review of rules, as well as other necessary information regarding residency in Vizcaya.

D. Misrepresentation:

Misrepresentation by tenants or Unit Owners on the ***Application to Lease*** or failure to abide by the Association's ***Rules and Regulations*** or violations of the provisions of the ***Declaration of Condominium, Bylaws, or Articles of Incorporation*** may result in the Board of Directors' termination or non-renewal of lease.

E. Sublease:

1. A leased Unit may not be sublet.
2. A Unit Owner may not lease any portion of the Unit while in residence.

F. Tenant Rights:

A tenant has the right to use Condominium property. The Unit Owner must not use the Condominium property except as a guest.

G. Use of Unit in Tenant's Absence:

No one may use a Unit in the absence of tenant(s).

H. Rule Violations:

Any Unit Owner or tenant who violates these rules or any other ***Vizcaya Rules and Regulations*** or the provisions of the ***Declaration of Condominium, Bylaws, or Articles of Incorporation*** may result in the Board of Directors' termination or non-renewal of lease.

I. Real Estate Agency Transactions:

If the lease transaction is accomplished through a Real Estate Agency, the Unit Owner must make the Agent aware of the ***Application to Lease*** requirements and ***Vizcaya Rules and Regulations*** to avoid delays in obtaining a lease.

SECTION XI. Sales

(Ref. Declaration of Condominium, Article IX. Restrictions on Unit Sales) Unit Owners must follow procedures stated in the ***Declaration of Condominium, Article IX, Restrictions on Unit Sales.***

A. Application to Purchase:

Prior to a sale of a Unit, Vizcaya of Bradenton Condominium Association requires an ***Application to Purchase*** from the Buyer. The current Unit Owner may obtain the application from the Manager's Office. No Unit Owner may dispose of a Unit or any interest therein by sale without approval of the Association, except to another Unit Owner.

B. Unit Sales Procedure:

1. The Unit Owner must obtain an application form from the Manager when a potential purchaser has been identified.
2. The ***Application to Purchase*** must be completed and signed by the intended purchaser.
3. The purchaser must receive a copy of the ***Declaration of Condominium/Bylaws/Articles of Incorporation*** and the ***Vizcaya Handbook of Rules and Regulations*** from the Association. The purchaser must sign a form, as part of the ***Application to Purchase***, acknowledging receipt of these documents.
4. The completed Application to Purchase and a copy of the page of the sales agreement showing the full name of the proposed purchaser(s) must be given to the Manger. It must be accompanied by:
 - a. A cashier's check or money order for the \$100 application fee.
 - b. A cashier's check or money order for the passed-through expenses for the criminal background check for purchaser(s).
 - c. The information necessary for the criminal background check on the form provided by the management office. (This form and the information received will be shredded immediately upon the completion of the interview in the application process.)
 - d. If the purchase is to a current owner in good standing no application fee or charges for criminal background check will apply.
5. If the sale transaction is accomplished through a Real Estate Agency, the Unit Owner must make the Agent aware of the ***Application to Purchase*** requirements to avoid delays in closing.
6. The purchaser(s) must attend an application/orientation interview with the Manager and/or a Board of Directors member prior to closing date of sale.

SECTION XII. Enforcement and Fines

(Ref. Declaration of Condominium, Article XII. Enforcement)

The Association has the power and authority to enforce by legal means the provisions of the ***Condominium Act, Declaration of Condominium, Articles of Incorporation, Bylaws*** and the ***Vizcaya Rules and Regulations***.

In the event that the Board of Directors determines that any Unit Owner, occupant, tenant, or guest is in violation of any of the provisions of the ***Condominium Act, Declaration of Condominium, Articles of Incorporation, Bylaws***, or the ***Vizcaya Rules and Regulations***, the Board or an agent of the Board

designated for that purpose shall notify the Unit Owner(s) and the violator(s), if a person or persons other than the Unit Owner(s), of the nature of the violation.

If said violation does not cease within seven (7) days or if said violation is repeated, the Board of Directors may levy a fine of \$100 per occurrence of the violation against the Unit Owner(s) or violator(s). Each day during which the offense occurs or continues is deemed a continuing violation.

The total amount of fines for a specific violation is \$1,000.

A. The Enforcement process:

1. A report of a violation may be made to the Manager or, in the absence of the Manager, to a member of the Board of Directors. The Manager may also report a violation.

a. The report must be written and signed by the complainant. Report forms are available in the Association office.

b. All violation reports shall be documented in a dated record log book by the Manager.

c. The Manager, or in the absence of the Manager, the Board President or his/her designee will phone the Unit Owner(s) or violator(s) and explain the violation and the Enforcement Procedure. If the Unit Owner(s) or violator(s) is/are not available, a letter will be sent to the Unit Owner(s) or the violator(s). Dated documentation of said conversation or letter shall be made and placed with the original violation report and a seven (7) day calendar record kept for possible enforcement purposes.

2. If within seven (7) days of phone or written communication, the violation has not ceased, a certified letter will be sent to the Unit Owner(s) and the violator(s), if different from the Unit Owner(s), requesting full compliance and advising that the violator may within 7 days of receipt thereof request a hearing, in writing, before a committee of peers. This hearing will proceed according to standards set by the Board of Directors.

3. The fining procedure established by the Board of Directors will begin seven (7) days after receipt of the delivery of the certified letter, if the Unit Owner(s) or violator(s) does not request a hearing and does not cease the violation.

4. If a Unit Owner(s) or violator(s) requests a hearing, an *ad hoc* Hearing Committee consisting of three persons shall be drawn from among the members of the Rules and Regulations Committee, a standing committee. The Board of Directors shall appoint two members of the Rules & Regulations Committee to serve in alternate capacity as chairpersons of the *ad hoc* Hearing Committee. The Manager may serve only in an advisory capacity.

5. The *ad hoc* Hearing Committee shall determine if a violation has occurred and report its findings to the Board of Directors in a timely manner. Until such report is received and acted upon by the Board of Directors, no fines will be assessed.

6. If, upon receipt and review of the report by the *ad hoc* Hearing Committee, the Board of Directors, by majority vote, finds that the Unit Owner(s) or violator(s) is in violation, the fining procedure as described above will be instituted immediately.

7. In the event that more than seven (7) days are needed for a Unit Owner(s) or violator(s) to be able to cease the violation, the Unit Owner(s) or violator(s) may petition the Board of Directors for a delay of fines not to exceed 30 days.

8. If the Unit Owner(s) or violator(s) fail(s) to cease the violation and/or refuses or fails to pay the fines, a case against the Unit Owner(s) may be filed with the appropriate court of law. All attorney's fees and costs incurred by the Association to enforce the *Condominium Act, Declaration of Condominium, Articles of Incorporation, Bylaws and the Rules and Regulations* of Vizcaya shall be recoverable from the Unit Owner,

B. The Enforcement Process With Potential Threat or Danger:

1. In the event that violation of the rules by any Unit Owner, occupant, guest or invitee present a potential threat of danger or violence, the following procedure will be followed:

a. The reporting Unit Owner or occupant should call the Sheriff's Department immediately. The Unit Owner or occupant should never place himself/herself in danger by confronting the situation personally.

b. The Unit Owner or occupant can contact the Manager if the event occurs during normal business hours.

c. The Unit Owner or occupant should contact a member of the Board of Directors who will contact the Sheriff's Department if the event occurs outside normal business hours.

2. The reporting Unit Owner should report the violation, in writing, to the Manager as soon thereafter as possible.

3. The Manager shall maintain a file of violations involving the Sheriff's Department.

In the event of repeated violations by a Unit Owner(s) which include police involvement, the Board of Directors may elect to institute the procedures in paragraph A. above.

SECTION XIII. Maintenance and Improvements

(Ref. Declaration of Condominium, Article V. Maintenance and Improvements)

The Board of Directors of Vizcaya of Bradenton is required by Florida Statute and in the Declaration of Condominium to maintain a set policy to preserve the structural integrity of the property in keeping with the uniform standards and the architectural continuity of the community, whether within a Unit or Limited Common Elements.

A. Unit Owners must follow all Declaration of Condominium requirements as stated in *Article V.1, Maintenance and Improvements*.

B. In the event an Owner fails to properly maintain and repair the Owner's Unit, the Association, at the discretion of the Board of Directors, may make such repairs and do such maintenance as it may deem necessary to properly maintain that Unit. The Association costs shall be assessed against the Unit Owner and the Association shall have a lien against the Unit for that cost.

C. If a Unit is to be vacant for more than seven consecutive days, the Unit Owner, occupant or tenant must shut off the Unit's main water valve.

D. Modifications, Renovations, Alterations, Improvements to a Unit or Limited Common Element Associated With a Unit by a Contractor:

1. Unit Owners planning changes to a Unit or Limited Common Elements, including
 - .Structural walls
 - . Plumbing and electrical modifications
 - . Any other alterations and/or renovations to areas for which the Association is responsible**MUST COMPLETE A VIZCAYA APPLICATION FOR REMODELING APPROVAL FORM.**

A Guide which explains rules governing modification and repair is available with the form in the Vizcaya Property Manager's Office. This form is designed to facilitate an efficient process which will protect all parties involved.

When applicable, the Architectural Review Committee, a standing committee appointed by the BOD, will review and evaluate planned changes and will forward a technical assessment to the BOD.

No work may be initiated until approved by the BOD.

2. Changes outside of the original building design become the responsibility of the Unit Owner(s) in perpetuity for insurance, maintenance and repair.
3. The Unit Owner must ensure that any contractor or subcontractor be fully licensed if required by any government agency.
4. The Association shall be indemnified and held harmless for all work contracted for by a Unit Owner.
5. If required by law, the Unit Owner must ensure that a building permit is obtained and properly displayed.
6. If a Unit Owner hires a contractor for a project within the Unit, it becomes the Unit Owner's responsibility to ensure that the contractor hauls all debris away from Condominium Property daily. No debris, including litter such as, but not limited to, cigarette butts, paper, cans, food, or wrappers, is to be left on the property, including in the garbage crib, at any time.
7. Any payment for damage caused by fragments from materials, nails or other debris shall be the responsibility of the Unit Owner having the work done. The Association shall be held harmless.
8. Construction materials may not be stored on Common Elements.
9. Vehicles used by the Unit Owner's contractor may not block courtyards or carports except for delivery purposes.
10. Maintenance, repair and/or construction projects in or about a Unit may not begin before 8:00 a.m. and must be completed for the day by 6:00 p.m. No work may be done in or about a Unit on Sunday, New Year's Day, Memorial Day, 4th of July, Labor Day, Veterans Day, Thanksgiving, and Christmas, unless such work is necessary to correct an emergency situation.

E. Work by Unit Owner:

If a Unit Owner does maintenance, repairs and/or construction within or about his/her Unit, the above-cited articles apply also to the Unit Owner.