

Valencia Falls Homeowner's Association, Inc.

Rules and Regulations

Revision Submitted to the HOA Board of Directors

January 2020

VALENCIA FALLS HOMEOWNERS ASSOCIATION, INC.
Rules and Regulations

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I. GENERAL

These Rules and Regulations that follow are intended for the mutual benefit of all Owners. Rules that refer to Owner apply to and are binding to Owners. Rules that refer to Residents apply to and are binding on Owners and Residents. Obligations in Rules that refer to Residents apply to and are binding to Invitees, but rights in the Rules that refer to Residents **do not extend** to invitees unless the Rules so state.

A. DEFINITIONS

1. **ARC:** is the Architectural Review Committee of the Association.
2. **Association** or **HOA:** refers to the Valencia Falls Homeowners Association, Inc.
3. **Authorized Organization:** refers to any organization that has at least ten members, that wishes to use the term "Valencia Falls" as part of its name or desires to use the Valencia Fall facilities to hold any meetings or other functions and has been so authorized by the Board.
4. **Board:** is a shortened version of the Board of Directors of the Association.
5. **Clubhouse:** refers to the main building of the Association.
6. **Community:** refers to the Valencia Falls Owners and Residents.
7. **Governing Documents:** are the collection of: the Valencia Falls Homeowners Association's Declaration of Covenants, Articles of Incorporation, and By-Laws.
8. **Grievance Committee:** refers to a committee to address grievances, which effectively is mandated by Florida Statute.
9. **Improvements:** refers to all exterior improvements, additions, modifications, decorations or alterations to the lot or home, as well as landscaping, repainting, and re-roofing.
10. **Invitee:** refers to a person who is invited to Valencia Falls by an Owner or a Resident for the benefit of the Owner or Resident. The term Invitee, for purposes of these Rules and Regulations, includes a contractor.
11. **Lake Lot:** refers to lot that borders a Lake Maintenance Access Easement or a Lake Maintenance Easement, which are owned by the Association.
12. **Office:** refers to the administrative office at the HOA located at the Clubhouse.
13. **Owner:** refers to the entity that holds the deed to a Valencia Falls lot and the home thereon.

14. **Property Manager:** is the person authorized by the Board to manage the Association's property.
15. **Resident:** refers to an individual who is permitted by the Owner to reside at the Owner's home (such as the Owner, the Owner's family members, and the Owner's significant other). The term Resident, in the context of these Rules and Regulations also includes a tenant.
16. **Rules and Regulations:** Are the Rules and Regulations contained in this document. When the text below refers to Rules and not to Rules and Regulations, if the context permits it shall be assumed that the term Rules encompasses Regulations.

B. CONFLICTS WITH OTHER DOCUMENTS AND WAIVERS

These Rules and Regulations shall not be read as amending any of the Governing Documents. In case of any apparent conflict between these Rules and Regulations and the Governing Documents or Florida Statutes, the provisions of the conflicting Rules or Regulations shall be stricken, interpreted as to not be conflicting, or deemed amended; but only to the extent required to be consistent with such Governing Document or Statute. Any waiver by the Board of the Rules and Regulations and/or consents or approvals may be altered or reversed by the Board at any time and shall apply only to the individual or situation which led to its adoption and not be considered to set a precedent.

C. RESPONSIBILITY

With respect to non-compliance with the Governing Documents, and these Rules and Regulations, in addition to attaching responsibility to the person whose actions violate the Governing Documents or these Rules and Regulations an Owner (or a Resident) who bears responsibility for the violator may be held responsible for those actions. For sake of simplicity, the term "violator" is used here with reference to a person who is accused of violating, or has been determined to have violated, the Governing Documents or these Rules and Regulations.

D. IMPROPER USE

No use shall be made of the Association's property or any Owner's home or lot where that use is disallowed, hazardous, unlawful, or otherwise interferes with the peaceful possession, use, and enjoyment of the Association's property or other Owners' homes or lots; including use that causes unreasonable embarrassment, discomfort, annoyance or nuisance to any Resident, or to his/her guests and tenants who are using any portion of the community. In any case where a Resident has a doubt as to whether a use is permitted, the

Resident is encouraged to request the Board to rule, in advance of such use, on the permissibility of such use.

E. DISTURBANCES

No loud noises or noxious odors are permitted. None of the following shall be located, used or placed on any lot or inside any home, or exposed to other Residents without the prior written approval of the Board: (a) horns, whistles, bells or other sound devices (other than door bells and security devices used exclusively for security purposes); (b) noisy vehicles, excessively noisy power equipment, noisy motorcycles, or off-road motor vehicles; or (c) any items which may unreasonably interfere with television or radio reception. Residents shall not operate radios, television, musical instruments or any other sound-producing items at times or at volume levels that is likely to disturb others.

Cellphone use is permitted in the Clubhouse. However, in the Social Hall, Card Rooms, Fitness Center, Arts and Crafts Room, and other rooms where Resident activities take place the cellphone must be set to Vibrate Mode and no telephone conversations, except to answer the phone, shall take place in those rooms. Persons having conversations on a cellphone shall do so quietly and without disturbing other persons using the facilities. If possible conversations on the cellphone shall be conducted where no one else is present.

F. OBSERVANCE OF LAWS

All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction over the Association property or any lot or home shall be corrected by, and at the sole expense of, the responsible Owner and, as appropriate, the violator.

G. SIGNS

No sign, display, poster, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed to a lot or home or any portion of the Association property without the prior written approval of the ARC. The above notwithstanding, holiday displays are permitted from December till January 15 (54 days). Lawn signs posted for the benefit of people or pets are permitted, but for not more than 24 hours. The ARC may approve any sign for the sale or renting of homes in writing. An approved sign may be placed only on the inside of the home's front window.

H. CHEMICALS

Residents shall not keep any flammable, combustible, or explosive fluids, fuels, chemicals, or substances in any home, its adjacent yard area or within the

Association property, except for portable propane tanks associated with barbeque grills and except for those substances used for normal household or yard maintenance. Any such propane tanks and household substances shall be maintained in accordance with prescribed use and safety instructions.

I. MOVING

Residents or tenants who are moving into, out of, or within the community shall do so between the hours of 8:00 am and 9:00 pm.

J. SOLICITATIONS

All door-to-door solicitation is prohibited. Placing solicitation materials on or within any portion of the homes or lots is strictly prohibited, unless express written approval is granted by the Board. Placing mail-able matter without postage in mailboxes is unlawful.

K. DRONES

Flying of drones is prohibited on, and over, the Association's property.

II. ADDITIONS AND ALTERATIONS

As provided in the Declaration, no Owner shall make any improvement, addition or alterations to his or her lot or the exterior of his or her home without the written approval of the ARC. All requests for ARC approval of any Improvement must be on a form designated for this purpose by the Association, which is available in the HOA office in the Clubhouse.

A. ROLE OF THE ARC

- 1. The Application** All improvements must be reviewed by and have written approval from the ARC prior to the commencement of work. The ARC shall require the applicant Owner to submit a signed application with plans and specifications showing the materials (and providing physical samples, if possible), color, structure, dimensions and location of the proposed Improvement in sufficient detail to assure compliance with any criteria established for approvals. Submissions to the Office are acceptable.

If the ARC deems the application incomplete it shall send a letter to the applicant indicating what is missing, and it is the responsibility of the Owner to insure that the application is complete.

- 2. Criteria** The ARC shall, in its discretion, determine whether the Improvement will be in harmony with or detrimental to the appearance of the community, and shall employ the following minimum criteria for approval or rejection of applications:

- a. Uniformity of type and design in relation to similar improvements;

- b. Comparability of quality of materials as used in existing improvements within the community;
 - c. Uniformity with respect to color, size and location.
3. **Decision Timing** If an approval letter is not sent by the ARC within 30 work days from beginning of the application or from receipt of an ARC letter per Rule II..A.1, then the application is deemed rejected without any further action by the ARC.
4. **Construction** If approved by the ARC, all construction shall be subject to the Rules and Regulations and any applicable governmental laws, statutes, ordinances, rules, and regulations; including obtaining all proper permits.
5. **Emergency Repairs** The above notwithstanding, an Owner may make emergency repairs, subject to later ARC approval. If the ARC later disapproves, the Owner shall be required to make such changes as are then mandated by the ARC.

B. ADDITIONAL GUIDELINES

Without curtailing the requirement for prior written approval from the ARC or the right of the ARC or the Board to reject requests, the following additional guidelines shall be considered.

- 1. **Painting** The application of a finishing coat, such as painting, staining or varnishing of the exterior of the home, including doors and garage doors, may be approved only if the colors and style are consistent with similar existing elements.
- 2. **Roofs** The material used to maintain, repair or replace a roof may be only (a) of the type and color that was originally installed, or (b) any other material that the ARC believes is of the same look and feel as the original and has a safety rating that is equal to or greater than the original.
- 3. **Temporary Structures** No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed on a lot.
- 4. **Antennae** No antennae, microwave receiving devices, or aerials shall be placed or erected on any lot, home, or upon any other portion of the community, except to the extent applicable law requires the Association to permit any such device, in which event such device shall be deemed an Improvement that is subject, to the maximum extent permitted by law, to the criteria included for additions and alterations in these Rules and Regulations. Satellite dishes may be installed but only if the size and

location is first approved by the ARC. Ham radio antennae shall be permitted when explicitly approved by the ARC.

5. Driveways

- a. Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and only if finished with brick pavers of a selection, color and style consistent with the original installation.
- b. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and style are consistent with the existing improvements and the Owner assumes the responsibility for continued maintenance.

6. Basketball Hoops Basketball hoops shall not be permitted on any lot.

7. Outdoor Furniture Outdoor furniture may be permitted only in the rear yard of a lot not more than 10 feet from the screened enclosure or patio provided the Resident assumes the responsibility for the maintenance of the furniture, including the control of mildew, rust, wood rot and deterioration. The placement of such furniture must not result in any interference of any neighbor's use of his/her lot or their direct view of a lake from their rear windows or interfere with any easement or right of way. Resident shall be responsible for lawn maintenance where such furniture interferes with normal HOA lawn maintenance.

8. Screen Enclosures Approval for screen enclosures shall be limited to frame structures that do not extend beyond the sides of the home that are black, bronze or white, and screen meshes on the enclosure that are standard dark colors (e.g. charcoal, bronze or black). Those frame structures shall be made of aluminum or other material that the ARC believes is at least as strong and as durable as aluminum. Kick plates may be approved that are no taller than 24 inches above the patio deck. Unusual screen materials may be prohibited. No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry without specific ARC approval.

9. Awnings An Owner may only install awnings attached to his/her home in compliance with the ARC Guidelines.

10. Construction Hours Work on any improvement is permitted to be carried out 7 days a week, only between 8 AM and 6 PM

C. GUIDELINES FOR FENCES

In considering requests for fence installations, the ARC may take into consideration locations of air conditioning units, locations of garage access doors and positions of adjacent homes. In addition, the following guidelines shall be considered when evaluating requests submitted to the ARC for approval of additional fences, or alterations to existing ones.

1. No style of wood or chain link fence shall be approved.
2. No fence shall be approved or installed that encroaches into Association property or other lots or interferes with an easement or right of way, except if approved in accordance with Rule 14 of this Section (below).
3. No fence shall be approved that is less than 4 feet or more than 6 feet high.
4. No fence shall be approved that is not set back a minimum of 50 feet from the front property line of the lot unless explicitly approved by the ARC.
5. No fences shall be attached to a neighbor's house.
6. No fence shall be approved that extends in front of the front corner of a neighbor's home where the two homes are immediately adjacent to each other and where both homes face the same direction.
7. For fences installed on corner lots whose rear property line is common with the adjacent lots side property line, a landscape hedge must be installed on the other side of the fence within the lot to provide screening.
8. The Owner shall be responsible for the costs associated with any required removal, modification and/or replacement of any fence, even after approval by the ARC, if the fence is erected on a lot line common with another lot.
9. All fences shall include a gate to provide access to the Owner's neighbor for maintenance of the neighbor's zero lot line wall and roof overhang.
10. Fences shall not be used to effectively create dog runs.
11. For Lake Lots, only aluminum rail fences may be approved. The maximum height shall not be greater than four feet. Further, in order to prevent obscuring neighbors' views of the lake, the pickets shall not be spaced closer than 3" on center and shall be no thicker than 1".
12. For lots with drainage easements, the approval and execution of fence removal agreements with Palm Beach County Utilities and with the Association shall be required.

- 13.** Any fence that crosses a utility easement must be approved, in writing, by all utility companies owning the easement.
- 14.** The Owner is responsible to meet all County requirements and criteria including, but not limited to, proper permitting and surveying for any fence, if approved.
- 15.** The Owner assumes the responsibility to maintain any fence, if approved, including trimming any grass or other plants from the fence.
- 16.** In accordance with the Declaration, an Owner who elects to install a fence assumes full responsibility for maintenance of the lawn and landscaping in the portion of the lot, which becomes enclosed by the fence construction. This maintenance includes, by way of example and not limitation, cutting of the grass, maintaining of the irrigation system, fertilization, spraying, edging and replacing of sod. There shall be no reduction in the Association assessments for the Owner in return for the preceding maintenance obligation assumed by the Owner.

D. PROPANE TANKS & GENERATORS

- 1.** An ARC application following and complying with all of the Rules in Article II, Section A, must be submitted to the ARC for the installation on an Owner's lot and continuing operation of an in-ground propane tank, connected electricity generator and/or other equipment directly connected to an in-ground propane tank.
- 2.** No above-ground, permanently connected, propane tanks are permitted.
- 3.** In addition to all other ARC application requirements, after receiving ARC conditional approval and before commencing construction an applicant must obtain initial approval for the construction from all appropriate governmental entities including granted variances, if any, and file with the ARC the official document showing that initial approval.
- 4.** Installation must be performed by vendors that are licensed to perform the required installation tasks and the entire installation must be done in compliance with all applicable federal, state and local safety codes and regulations. In addition, where an in-ground propane tank and generator are being installed, the installation shall be performed by one vendor licensed to perform all the required installation tasks.
- 5.** The volume of any propane tank shall not exceed one thousand gallons.
- 6.** The generator's location is chosen by the installation vendor but that choice must be approved of the ARC.

- 7.** Generator noise shall be limited to 75 dB as measured from the distance that is utilized by the current standard of Palm Beach County. The sound requirement shall be deemed in compliance if approved and verified by the County of Palm Beach. Prior to final approval by the ARC of a new installation, a sound test in compliance with County sound requirements shall be performed by the installer, and an affidavit as to results shall be filed with Palm Beach County and with the ARC.
- 8.** All installed generators, for aesthetic reasons, must be shielded from view by live Viburnum or other hedge variety by the owner under the approval of the VF Landscaping Committee. Solid wood sound absorbing barriers shall be allowed and if installed, they shall be located between the generator and the live bushes.
- 9.** Upon completion of the installation, a copy of the final government approval inspection certificate(s) must be filed with the ARC.
- 10.** The Owner shall engage the services of an authorized and licensed inspection vendor to perform a safety test of the in-ground propane tank, generators and connected equipment. If federal, state or local safety regulations mandate certain tests, those tests must be included. Such tests shall be done as frequently as specified by the relevant statute or Regulation but, in any event, at least one year after initial installation and every three years thereafter.
- 11.** Evidence, acceptable to the ARC, of the tests performed and results of such tests shall be filed with the HOA within thirty days of completion.
- 12.** Automated generator testing may be performed, only between the hours of 9:00 a.m. and 5:00 p.m. Monday to Friday.
- 13.** There is no time limitation for the use of a generator when there is a failure of electrical power to the home.
- 14.** Notwithstanding any Rule or resolution previously adopted, propane trucks are permitted on the property of the Association for the purpose of filling in-ground propane tanks that are properly installed on an Owner's lot.
- 15.** Owners who place propane tanks and generators on their premises are deemed to agree to abide by the rules for installation, maintenance and operation set forth above, as amended from time to time. A violation of these and other applicable rules and regulations and documents of the HOA will result in a violations and grievance procedure instituted and may result in their preclusion from further using the tanks and generators, filling the tanks with propane.

In case of exigent circumstances, such as when there is a high likelihood of imminent danger of harm and the Owner is unable or unwilling to fix the problem immediately, the Board may have the problem fixed and charge the Owner accordingly.

III. MAINTENANCE AND APPEARANCE

A. GENERAL

Each Resident shall keep and maintain his/her home and lot in good order, condition and repair, and shall promptly perform all maintenance and repair work within his/her home and lot which, if omitted, would adversely affect the community, other Owners, or the Association. Maintenance obligations are more fully defined in the Declaration document. All landscape plantings, except grass, shall have a bed of mulch or rocks or other material approved by the ARC. Each bed, other than mulch beds, shall be bordered by a solid material e.g., brick, wood log, railroad tie, plastic tube edging or similar edging.

B. PERSONAL PROPERTY

The personal property of any Owner, other than outdoor furniture, hanging art objects, lawn ornaments approved by the ARC, and motor vehicles shall be stored inside his/her home or garage.

C. HURRICANE SEASON PREPARATION

Each Resident who plans to be absent from his/her home during the hurricane seasons shall prepare his/her home and lot prior to departure by removing all furniture, potted plants and any other movable objects from the covered patio or screen enclosure area and elsewhere from the outside of the home.

D. HURRICANE SHUTTERS

No hurricane shutters shall cover window or door openings except during periods of a hurricane watch or hurricane warning that impacts the community. Any removable tracks, which have been installed by Builder or approved by the ARC as part of a shutter package, shall not remain installed on the home other than during periods of a hurricane watch or hurricane warning. The installation of hurricane shutters other than those provided by Builder, if applicable, shall require ARC approval. Removable shutters shall be removed within 72 hours after the lifting of a hurricane watch or warning period. Permanent shutters shall be opened within 72 hours after the lifting of a hurricane watch or warning period. Clear and colorless shutters that are installed at the sides or back of a home or immediately adjacent to or above the front door are exempt from this paragraph.

A property's Owner, or the person who resides at the property with the permission of the Owner, must arrange for, and ensure, the removal of whatever covers door and/or window openings within the above-mentioned 72 hours. Failure to have the covers so removed is a violation of this Rule.

E. WINDOW DÉCOR

Window treatments (drapery, blinds, decorative panels or other tasteful window coverings) are permitted. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding two (2) weeks after a Resident or tenant first moves into a home, or when permanent window treatments are being cleaned or repaired.

F. LANDSCAPE CHANGES

No trees, shrubbery or landscaping shall be removed from lots without prior written consent of the ARC. No additional trees, shrubbery or landscaping are permitted to be planted on the property without the prior written consent of the ARC. No landscaping or other improvement on Lake Lots that will materially interfere with the view of the lake by immediate neighbors who are also Lake Lot owners shall be permitted. Bushes, plants and hedges shall be trimmed so as to not exceed a maximum height of six feet.

G. ALTERATIONS OF DRAINAGE

No sod, topsoil, fill, or muck shall be removed from lots without prior written consent of the ARC. No change in the condition of the soil or the level of land shall be made that would result in any permanent change in the flow or drainage of surface water within the community or on the lot.

H. CLOTHESLINES

No clotheslines or similar device shall be allowed. No linens, cloths, clothing, curtains, rugs, mops, laundry of any kind shall be hung, dried or aired from any window, door, or fence or in such a way as to be visible to any other Resident.

I. COACH LIGHTS

Owners are free to replace coach lights on the exterior walls of their home without seeking permission from the ARC.

J. LAWN ORNAMENTS

No lawn ornaments such as statues, fountains, waterfalls or the like may be installed on a front, back or side lawn without prior ARC approval.

K. CONTRACTOR SIGNS

No contractor's signs shall be exhibited. It is the Resident's responsibility to remove such signs if so placed.

L. MAILBOX UNITS

Mailbox units, each comprising a mailbox and its associated post, must comply with the ARC Guidelines, and it is the responsibility of Owners to maintain, repair or replace the mailbox units in compliance with the ARC Guidelines.

M. DISCOLORATION

Discoloration on any surface of a house that is visible from Association property or from a neighbor's property that is caused by a Resident (e.g., by barbecuing gone awry) must be corrected by the Resident. Whatever painting is done must be use a color that is approved by the ARC.

IV. TRASH AND OTHER MATERIALS

A. PICKUP

For curbside pick-up, all Residents must use a container specified by the HOA. All refuse MUST be put in a securely tied plastic garbage bag and placed in container. Grass clippings, other small shrubbery and related plant material debris may be inserted in a securely tied plastic bag but does not need to be placed in the sanitary covered container. Palm fronds, and other large branches do not need to be bagged but can be placed at the curb.

Trash as well as trimmings and recycled materials that is/are to be collected must be placed at the curb in front of the Owner's lot, with the container's lid covered and the lid's opening facing the street, only after 4:00 p.m. on the day before the scheduled day of collection. Any trash containers and containers for recycled material shall be removed as soon as possible after the trash pick-up on the day of collection. In no event shall they be left outside beyond midnight of the pick-up day

B. TRASH CONTAINERS

Trash containers shall be maintained to eliminate or minimize offensive odors.

C. ITEMS NOT ALLOWED

No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate outside the home.

D. EACH RESIDENT

Each Resident shall regularly pick up all trash around his/her home and lot.

V. ANIMALS AND PETS

A. PETS PERMITTED

Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets include dogs (except pit bulls), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, and pets normally maintained in a terrarium or aquarium. Not more than two dogs, two cats, or one of each are allowed.

Residents that have more than two dogs and/or two cats and have had these very dogs and/or cats at Valencia Falls may continue to have them, provided they submit to the HOA (using a form provided by the Office) a description of the animals (type and breed) to the office as well as the names the animals are called by the owners. If there are more than two dogs or cats in the home, upon loss of an animal for any reason, the animal cannot be replaced. New Residents, and existing Residents who acquire dogs or cats, must register their dog or cat pets with the HOA office on forms provided by the Office and strictly adhere to these rules as to limits on number of dogs and cats in each home.

B. PETS FOR COMMERCIAL PURPOSES

Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets or any other keeping of pets within the community for a commercial purpose whatsoever is prohibited.

C. UNUSUAL PETS

Unusual pets shall not be kept, raised, bred or maintained on/in any home, lot or Association property. Unusual pets are animals that are not generally maintained as pets, including, by way of example and not limitation, poultry, livestock, horses, reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in-Section A above, or not maintained in a terrarium or aquarium. Pit bulls are prohibited.

D. PET OWNER RESPONSIBILITY

Pet owners are responsible for any property damage, personal injury or disturbance, which their pet may cause or inflict. Each Resident who determines to keep a pet agrees to indemnify the Association and hold the Association harmless against any loss or liability of any kind or character

whatsoever arising from or growing out of his/her having any animal in the community.

E. LEAVING PETS UNATTENDED

Pets shall not be left unattended outside the home. No pet shall be kept tied up outside of a home or in any covered or screened porch patio or other enclosure. Even if attended, offensively barking dogs should be removed from patios or enclosures.

F. PETS OUTSIDE THE HOME

When outside of a home or outside of a fenced-in area, all pets must be either carried or kept on a leash. While being walked outside, dogs must be on a leash and under control of the dog walker at all times.

G. SOLID ANIMAL WASTE

Solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Association's land or any Owner's land, including the land where the pet owner resides. Such waste shall not be disposed of in the storm sewers located on street swale.

H. REGISTRATIONS & INOCULATIONS

All pets shall have and display, as appropriate, evidence of all required registrations and inoculations and the name, phone number and address of its owner.

I. FEMALE ANIMALS

Every female animal, while in heat, shall be kept confined in the home by its owner in such a manner that she shall not be in contact with another animal.

J. NUISANCE PETS

If it is determined that any pet becomes a nuisance, then the owner of the pet shall cause the problem to be corrected or remove it from the community.

K. CRUELTY TO PETS

No Resident or guest shall inflict cruelty on a pet.

L. DANGEROUS PETS

1. All Owners, Residents, tenants, guests or invitees who acquire and/or keep a pet at Valencia Falls that has been deemed "Dangerous" or "Aggressive" by any government entity are responsible for that pet and must disclose that fact to the Office immediately upon receiving notice of the classification.

The same responsibility and obligation to disclose attaches to persons when they acquire a right to be at Valencia Falls and have such a pet.

2. The HOA may order the removal from Valencia Falls of any pet previously classified as “Dangerous” or “Aggressive” if the person responsible for that pet fails to disclose that classification to the Office or fails to comply with the mandates and responsibilities that pertain to the pet’s classification,
3. Pets that show a dangerous propensity either against other pets or persons, whether those pets have been classified as “Dangerous” or “Aggressive” or not, shall be required to be removed permanently from the community within 24 hours after notice by the Board, pursuant to a Hearing if circumstance permit, unless the Board, in its sole discretion, sets a longer period for compliance.

VI. PARKING AND VEHICULAR RESTRICTIONS

A. GENERAL

Parking violations under this Article may be reported to the Office by Directors, representatives of the Security Company, and Residents whose report has been verified by one of the aforementioned persons. A record of the type of vehicle, location and license number of the violator shall be kept at the Office.

If a guest of a Resident is identified who is associated with a vehicle that violated any of the Rules of this Article (whether parked by the Resident or the guest of the Resident), then the Property Manager and the Board Violations Compliance Director (BVCD), will commence a grievance procedure against that Resident.

B. ALTERNATE STREET-SIDE PARKING

Parking on the street, when permitted, shall be on alternate sides depending on the month of the year. During January, March, May, July, September, and November, parking shall be on the side of the street with odd address numbers. During February, April, June, August, October, and December parking shall be on the side of the street with even address numbers.

C. LIMITED MOBILITY PARKING

Only persons who possess a Limited Mobility Parking Permit granted by the HOA Office pursuant to an approved application may park in the Clubhouse’s parking lot’s Limited Mobility Parking designated spots, provided that the Limited Mobility Parking Permit (provided by the Office) is displayed on the parked vehicle’s dashboard.

D. OVERNIGHT PARKING

Overnight parking, defined as parking between 2:00 a.m. and 5:00 a.m., of a Resident's vehicle, tenant's vehicle, or a vehicle of a guest is not permitted on the streets, access roads to the clubhouse, or in the Clubhouse parking lot, **except that** overnight parking is permitted

1. at the Clubhouse parking lot, or
2. on the street, next to the Resident's home, (a) if construction impedes the use of the home's garage and/or driveway or (b) to accommodate an occasional overnight guest of a Resident,

if advance permission is obtained from the Office and a permission tag is displayed on the dashboard of the vehicle(s).

E. PARKING ON DRIVEWAYS

If parked on driveways, vehicles shall not obstruct traffic on the street nor shall they obstruct the abutting sidewalk.

F. BLOCKING RESIDENTS DRIVEWAYS

No vehicles may be positioned in such a manner as to impede or prevent ready ingress or egress to another Resident's driveway.

G. OVERNIGHT PARKING – COMMERCIAL VEHICLES

No overnight parking of commercial vehicles is allowed unless within the garage of the home and with the garage door closed. Trailers, motor homes, boats and recreational vehicles shall not be parked in the community. The Board or its designee may permit exceptions to this Rule.

H. VEHICLE REPAIRS

No repairs of vehicles may be made within the community unless the repairs take less than twenty-four hours. The only exceptions to the preceding shall be emergency repairs, and repairs made within the garage of the home and with the garage door closed.

I. DISPOSAL OF AUTOMOTIVE FLUIDS

Disposal of drained automotive fluids is not allowed within the community.

J. NON-OPERATIVE VEHICLES

Unregistered vehicles that remain within the community for more than seventy-two hours, may be towed at the Vehicle Owner's expense, unless parked inside the Resident's garage.

K. CAR WASHING

Car washing is permitted only on a Resident's driveway. Because car washing has a negative impact on Association lakes, it is recommended that car washing follow the recommendations of the Lake Committee guidelines, that are found on the Association's website

L. NOT ALLOWED PARKING AREA

No vehicle may park

1. within 20 feet of a corner or a stop sign, even for a few minutes;
2. within 15 feet of a fire hydrant;
3. within 8 feet of a mailbox; or
4. on the grass.
5. on the road leading from Valencia Grand Blvd to the Clubhouse including the portico.

M. PROHIBITED VEHICLES

The operation of golf carts, go carts, or any other vehicle that does not require a State license or Registration is prohibited. Motorized wheel chairs are exempted from this prohibition, as are golf carts if the golf cart is used for HOA purposes or is needed for the transportation of a disabled person. The disabled person exemption can only be acquired upon application to the Board of Directors and is to be granted or denied in their sole discretion. A disabled person for the purpose of this Rule is a Resident who has been issued a Handicap Vehicle Sticker by a State entity for an ongoing disability. The golf cart must have a title certificate in the name of that disabled person and have Liability and Property Damage Insurance in at least the minimal amount applicable to automobiles in Florida. The Cart can only be driven by a person who has a valid Driver's License recognized by the State of Florida. The Cart can only be operated for the purpose of transporting the disabled person. It may be parked in a handicap spot or in a non-handicap spot provided by the HOA. It cannot be operated at night unless equipped with a full nighttime operation package including lights and safety equipment required by the State of Florida for vehicles operated at night.

N. OBEYING POSTED SIGNS

Posted speed limits and stop signs must be strictly adhered to.

O. BICYCLE RIDING

On Roads

1. Bicycles must move in the direction of traffic and keep to the extreme right. All government laws pertaining to bicycling shall be obeyed.

2. No more than two riders may bicycle abreast of each other. When there is approaching traffic, bicycling must be in single file.
3. Bicycles shall yield to pedestrian traffic.
4. Lights and/or reflectors should be attached to the bicycles if they are to be used after dusk or before dawn. It is suggested that a mirror and an audible alert device be attached to the bicycle for added safety.

On Walkways

1. Bicycling is permitted on walkways.
2. Bicycles must be equipped with an audible alert device.
3. Bicycles shall yield to pedestrian traffic and pedestrians shall always have the right of way.
4. Lights and/or reflectors should be attached to the bicycles if they are to be used after dusk or before dawn. It is suggested that a mirror be attached to the bicycle for added safety.

P. BICYCLE PARKING IN DESIGNATED AREAS

All bicycles and tricycles brought to the Clubhouse environs must be parked only in the designated bike rack areas.

Q. OBEYING SAFETY LAWS

All Owners and their invitees and guests shall operate and drive their vehicles in accordance with the laws of the State of Florida. Drivers shall operate their vehicles in a safe, careful, and prudent manner with due regard for the safety of others on and upon entry to and exit from the Association property and obey all posted speed limits and notices and signs pertaining thereto. Specifically, but not by way of limitation, drivers shall not speed, tailgate, avoid or attempt to avoid speed bumps and gates, cross solid and double lines when not forced by parked vehicles to do so, drive recklessly or otherwise in an unsafe manner. Drivers should pay full attention to the road.

VII. USE OF LAKES

A. FISHING

1. The Association maintains the littoral plantings around the Association's lakes (which are required by Palm Beach County Regulations) and, to prevent damage to those plantings, fishing in the lakes is permitted only on the fishing pier and as specified below.
2. Lake Lot Owners may fish in a lake that is accessible from the Owner's back yard.

3. All Owners may fish at any portion of any lake that can be reached from a landscaped or grassed area that is owned by the Association.
4. Caught fish must be released into the lake from which it was caught.
5. Fish obtained from sources outside the community may never be released in a Valencia Falls lake.

B. WATERCRAFT

1. A Lake Lot Owner and the Owner's family members, guests, invitees, and tenants are entitled to operate a non-motorized or electric watercraft on a lake, but in the launching of a watercraft into a lake and removing it from the lake in order to exercise this entitlement the Owner shall access the lake only from an easement that is owned and maintained by the Association and which abuts the Lake Lot Owner's Lot.
2. In addition, as a matter of granted privilege (and not as a matter of entitlement) all Owners and Residents are permitted to operate non-motorized and electric watercraft in the Association's lakes, but launching such watercraft into a lake or removing it from a lake may only be done from sites specified by the Board and posted at those specified sites.
3. All launchings and removals of watercraft shall be done without removal or damage to littoral or wetland plantings. To prevent such damage, the watercraft must be hand-carried to and from the water. Any damage that nevertheless is caused by the launching or removal of watercraft is the responsibility of the person who caused the damage.
4. Watercraft and trailers shall not be stored on the Lake banks or the Lake Maintenance Easement.
5. Only one watercraft of the type that is permitted to be used within the Lakes of Valencia Falls may be stored within the backyards of Lake Lots.
6. Watercraft that is used in a lake may not be longer than 18 feet,

C. SWIMMING

Swimming in the Lakes is not permitted.

D. IMPROVEMENTS

1. No planting, fencing or other Improvements or additions to the landscaped area or grassed area surrounding the Lake and outside the lot is permitted. No installation of sand or other materials intended to simulate a beach are permitted along the Lake banks or within the Lake Maintenance Easement or Lake Maintenance Access Easement or rear yards of Lake Lots.
2. No removal or damage to littoral or wetland plantings is permitted. Residents shall not plant or discard their house or garden plants in the littoral zone.

E. DRAINING POOLS

Swimming pools may not be drained into the easement or the lakes.

Discharging swimming pool water into drainage ditches or swales in the street is a violation of Palm Beach County regulations. When pool water needs to be discharged, the water must be discharged into the sanitary water line; e.g., through the sewer clean-out port that is located on each Owner's property. Complete instructions for drainage are available from the Office.

VIII. SALE OF HOMES

The requirements imposed by these Rules are part and parcel of the Association's adherence to policies and procedures that demonstrate its intent to provide housing for persons fifty-five (55) years of age or older.

A. POLICY

No Owner may sell his home unless at least one of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, or the Association consents (by not objecting) to such a sale.

B. PROCEDURE FOR OBTAINING CONSENT

1. PRIOR to the owner signing a contract for sale, an Owner who wishes to sell a home in Valencia Falls to a prospective buyer must obtain an Age Verification form from the Office and submit the Age Verification form, completed relative to the prospective buyer, to the Office together with a processing fee as prescribed in the Age Verification form.
2. Upon receiving the Age Verification form, the Office might mail to the Owner - - only if appropriate - - an objection to the sale.
3. Failure by the Office to mail the objection to the sale to the Owner within 30 days of receiving the completed Age Verification form shall constitute consent to the sale.
4. An objection to the sale can be made **only if**
 - a. the Age Verification form identifies no intended occupant who is fifty-five years of age or older, AND
 - b. the number of homes in Valencia Falls that do not have at least one occupant who is fifty-five years of age or older is such that there is a high likelihood that the number of homes that do not have an occupant who is fifty-five years of age or older will fall below 80% (e.g., because the proposed sale puts the number below the 80% level, or due to imminent death of an occupant in one or more of the Valencia Falls homes the number will fall below the 80% level).

C. COMPLIANCE WITH ARC REQUIREMENTS

Prior to any sale, the property MUST be in compliance with current ARC requirements. The seller will be notified by the Office as to whether the property is in compliance. Non-compliance shall be noted on an estoppel letter that is normally sent in connection with a sale.

IX. LEASING OF HOMES

The requirements imposed in this Rule are part and parcel of the Association's adherence to policies and procedures that demonstrate its intent to provide housing for persons fifty-five (55) years of age or older. Sections A, B and D of this Article do not apply to a lease-back situation where an Owner sells his/her home but agrees with the new Owner to remain at the sold home as a tenant.

A. POLICY

1. No Owner may lease (or rent) his home unless at least one of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, unless the Association consents to the lease.
2. No home shall be leased to more than 5 people who are not part of the same family.
3. No home shall be leased through commercial entity that provides most of its service to the public via the Internet. This prohibition does not apply to real estate agents.
4. Only an entire home may be leased (in contrast to a portion of a home).
5. No home, or portion thereof, shall be sub-let.
6. The Association consents to a lease pursuant to the following procedure.

B. PROCEDURE

1. The Owner shall deliver to the Office
 - a. a lease document that imposes on the lessee at the least the obligations specified in the section below that is titled Required Lease Terms, and that is unsigned by the Owner,
 - b. a completed Lease Age Verification form pertaining to the lessor (obtained from the Office), and
 - c. a check payable to the Valencia Homeowners Association, Inc. in an amount specified in the Lease Age Verification form.
2. Failure by the Office to mail the objection to the lease to the Owner within 30 days of receiving the completed Age Verification form shall constitute constructive consent to the lease.

3. When the Board consents (explicitly or constructively) to the lease the lease document submitted to the Office shall be marked and signed by the Property Manager as “consented to” and delivered to the Owner.
4. To create the leasehold, the lease document that was signed by the Board shall be signed by the parties to the lease and the signed lease document shall become the official lease document. The Owner shall provide the Office with a copy of the official lease document, and provide the tenant with a copy of the Declaration of Covenants, the Articles of Incorporation, the By-Laws and the Rules and Regulations of the Association (obtainable from the Association’s website).
5. The Board shall withhold consent to the lease if it contains terms that are adverse to the Association, or if
 - a. the Age Verification form identifies no intended occupant who is fifty-five years of age or older, AND
 - b. the number of homes in Valencia Falls that do not have at least one occupant who is fifty-five years of age or older is such that there is a high likelihood that the number of homes that do not have an occupant who is fifty-five years of age or older will fall below 80% (e.g., because the proposed sale puts the number below the 80% level, or due to imminent death of an occupant in one or more of the Valencia Falls homes the number will fall below the 80% level).
6. If the lease is objected to, it is so marked and returned to the Owner.

C. REQUIRED LEASE TERMS

A lease shall include the names of all lessees and terms to the effect that:

1. A Lessee has an obligation to abide by the Governing Documents and there Rules and Regulations;
2. The right of the tenant to use and occupy the home and the Association property is subject and subordinate to the Governing Documents and these Rules and Regulations of the Association;
3. The Association has the right to terminate the lease upon the tenant’s failure to observe any of the provisions of the above-noted documents;
4. The lease term is for a minimum of seven consecutive months within a twelve month interval (no lease shall provide for an early lease termination, or have any other provision that would reduce a lease term to a period of less than seven consecutive months);

X. USE OF THE CLUBHOUSE AND ASSOCIATED FACILITIES

The Clubhouse and its associated facilities are an extension of our homes and should be cared for in the same fashion as we care for our homes. In this spirit, the following Rules and guidelines have been established.

A. RISK DISCLAIMER

Each Resident, as a condition of invitation and entry into the Clubhouse, and being permitted to use the various facilities on site, assumes sole responsibility for his/her property and self. The HOA shall not be responsible for any loss or damage to private property used or stored on the Clubhouse premises or at any of its facilities nor for any personal injuries sustained or caused by any Resident, invitee, property management company person, or vendor/contractor employee. Any Resident, invitee or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility (including apparatus within the facility), privilege, or service whatsoever, owned, leased or operated by the HOA, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by, or on behalf of, the HOA, either on or off Clubhouse facilities, shall do so at his or her own risk. The Resident shall hold the HOA and its affiliates, Directors, officers, representatives and agents harmless, and hereby releases, from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting therefrom and/or from any act or omission, whether due to negligence or otherwise, of the HOA or their respective affiliates, Directors, officers, representatives or agents. Any Resident shall have, owe and perform the same obligation to the Board and its affiliates, Directors, officers, employees, representatives and agents hereunder in respect to any such loss, cost, claim, injury, damage or liability sustained or incurred by any guest or family member.

B. CLUBHOUSE USE – GENERAL

1. Hours of Operation

Clubhouse hours shall be set by the HOA Board of Directors and posted on the doors of the Clubhouse facilities. Extension of time for social or community functions may be granted at the discretion of the Board or its designee.

2. Age Restrictions

Children under sixteen (16) years of age are not allowed in the Fitness Center. For all other Clubhouse areas, children under sixteen (16) years of age are not allowed use of any of the Clubhouse facilities unless accompanied and supervised by an adult. Children under sixteen (16) years

of age are not allowed at the Outdoor Sport Facilities unless accompanied and supervised by an adult. The Association may require proof of age for children desiring use of the Sport Facilities. Tickets to shows at the Clubhouse will not be sold for use by children under 16 years old, unless otherwise specified.

3. Prohibited Use

The Clubhouse and its surrounding area shall not be used in connection with any meeting for the purpose of raising funds for any political organization. This provision does not prohibit the HOA or an authorized Valencia Falls organization from inviting speakers who may be government personnel or candidates of or representatives of political parties to address a meeting of members of the community.

4. Smoking Prohibition

There shall be neither smoking nor vaping anywhere inside the Clubhouse nor within the gated area around the pool. Outside of these areas, to the extent permitted by law, smoking or vaping is permitted but only where the Board has designated certain locations as “smoking permitted” areas.

5. Attire

Residents shall dress in a fashion befitting the surroundings and atmosphere provided in the setting of the Club and shall also advise their guests of the following attire Rules and guidelines:

- a. Gentlemen and ladies are requested to dress in a fashion compatible with the appropriate occasion.
- b. Shoes and a suitable body covering must be worn at all times when inside the Clubhouse.
- c. Bathing suits, by themselves, are inappropriate in any place other than the pool areas. In all other Clubhouse facilities, including both the outdoor and indoor portions of the café, before 6:00 p.m. bathing suits worn with appropriate cover-ups and/or shirts and shoes are permitted, but after 6:00 p.m. bathing suits are inappropriate and not permitted even with cover-ups.
- d. After 6:00 pm., HOA sponsored functions in the Clubhouse require appropriate dress. Gentlemen should be attired in dress slacks and a collared shirt or dressy non-collared shirt. Dresses, skirts and/or slacks with an appropriate top are required for ladies. Items NOT allowed are: golf or tennis attire, T-shirts, shorts of any kind (except appropriate short outfits for ladies), or washed out or faded denim or any pants with holes

and/or rips. Between June 1 and September 30 gentlemen are not required (but encouraged) to wear long pants.

- e. No shoes, athletic or otherwise (this includes but is not limited to normal leather footwear), that have been worn on any tennis or bocce courts having Har-tru, clay, or similar surface are permitted to be worn in the Clubhouse, including the fitness center, the pool area and its surroundings, the Café, or the area behind the Café. This applies to everyone including all Residents, Office staff, maintenance personnel and vendors.

6. Personal Property

All personal belongings of Resident and/or property of community organizations shall be removed when leaving at the end of any day. Personal locks must be removed from lockers by the closing time each day. The HOA and/or its agents may remove any locks left overnight and remove the contents, but they shall not be responsible for the destroyed lock or for belongings being lost, stolen or damaged. A lost and found box will be maintained in the office. Any personal property that has been left on the premises for one month or more may be sold by the HOA without notice or otherwise disposed of and any proceeds shall belong to the HOA.

7. Audio/Video Equipment

Radios, televisions and other sound producing equipment that are not HOA property are not permitted in the Clubhouse unless in conjunction with a class or event, but use of radios, etc. having earphones for the exclusive, private listening of the user is permitted.

8. Rules for Utilization of the Lobby and Hallways

The entire lobby area shall be used only for entry, exit and for sitting for quiet conversation, except as otherwise designated by the Board of Directors. No other use is permitted. For example, but without limitation, there shall be no use of the lobby for:

- a. any table games,
- b. consumption of food or beverages, or
- c. meetings of organizations or committees.

Groups shall not congregate in the hallways in any manner which impedes the movement of others.

9. Other

There shall be no unlawful, immoral or offensive use made of the Clubhouse. All laws and regulations of all applicable governmental entities shall be strictly observed. Also, the following apply:

- a. Absolutely no fireworks are permitted anywhere within Clubhouse facilities or adjacent areas unless part of a fireworks exhibit organized and conducted by the HOA or an Authorized Organization.
- b. Firearms and all other weapons of any kind are not permitted within Clubhouse facilities and grounds immediately surrounding the Clubhouse at any time.
- c. Use of Clubhouse facilities may be restricted or reserved from time to time by the Board.

8. Care of Building and Property

Any person using the Clubhouse shall use due care to not damage the furniture and other equipment in the building. In particular, and without limitation, the following should serve as guidelines:

- a. Upholstered furniture may not be used by anyone in attire or condition that is likely to stain such furniture (e.g. wet clothing, suntan lotions and oils.)
- b. Tables shall not be used as seats, footrests, chairs or door stops.
- c. Athletic shoes shall be cleaned of excess dirt on the bottom of the soles prior to entering the Clubhouse.
- d. Any person or organization using any Clubhouse facility shall be responsible for the care and cleaning of this area. All furnishings, fixtures and equipment shall be used only for its intended purpose and shall not be moved from room to room. In the event of loss or damage to the furnishings, fixtures and/or equipment the cost of repairing or replacing same shall be borne by the person or organization that caused the loss or damage.
- e. No furniture or other property belonging to the HOA shall be removed from the Clubhouse without written authorization.
- f. No animals shall be permitted in the Clubhouse (except for dogs aiding handicapped persons).

9. Café

The tables inside and outside the Café are reserved for patrons of the Café. Accordingly, no food brought from any source other than the café may be

consumed at these tables. No patron shall seat themselves at any table where said table may already be occupied by another patron or patrons unless specifically invited to do so. The Café operator shall be permitted to refuse service to anyone who is abusive or displays inappropriate behavior to said operator or any employees of the operator. If a Resident is abusive or displays inappropriate behavior the Café operator shall also notify the Valencia Falls property management company who at that time may cause a grievance to be filed against the Resident.

10. Relationship With Management Personnel

The individuals who work in the Clubhouse are employed by the management company and no direct personal requests are to be made of them. Any request that a Resident, guest or tenant may have must be addressed to the authorized management company personnel in the office. Except in emergency situations, no Resident or guest may direct the activities of any worker, ask one to leave the Clubhouse premises for any purpose whatsoever, nor reprimand, discipline or in any way abuse a worker verbally or otherwise. Any worker not rendering courteous or prompt service should be immediately reported to the management company and/or the Board of Directors. Any complaints, criticism, or suggestions of any kind relating to the Clubhouse operations or the actions of the management company personnel must be addressed to the HOA Board in a written communication signed by the initiator. The management company personnel authorized by the Board to patrol the Clubhouse and its environs have full authority to enforce the Rules and Regulations of the HOA and to report violations to the Board and the Grievance Committee for action in accordance with the Violations and Grievances Article of these Rules and Regulations.

11. Bulletin Boards, Notices, Etc.

Provided bulletin boards shall be used for the posting of official notices and other authorized communications. Items desired to be posted shall be presented to the office personnel for approval under guidelines established by the Board. No commercial advertisements may be posted nor shall solicitations of any kind be made unless specifically approved by the Board. Requests for postings on the community cable TV channel or Info TV should also be given to the office personnel. The Board shall establish the rules for such communication. Flyers, notices, signs, petitions, etc. may not be placed in any other Clubhouse location unless authorized by the Board. To assure that mailed communication reaches its intended destination, each Resident is responsible for filing with the Clubhouse Office, in writing,

changes in his/her mailing or email address. Failure to do so shall constitute a waiver of the right to receive club notices, bulletins, mail from the Office (certified or otherwise) and any other communications. A Resident may, in the interests of cost savings, waive his/her right to selected ones of such mailings and instead rely on the web site for notice.

12. Board Authorization

The HOA Board of Directors, or its Executive Committee acting in its behalf, may authorize a temporary waiver of any of these Rules at any time it deems that special circumstances warrant.

13. Resident or Guest Use of Equipment

No Resident or guest is permitted to operate, adjust or otherwise manipulate any controls for systems such as the air conditioning, the pool equipment or the audio-visual equipment, unless specifically authorized by the Board.

14. Relationship with Vendors

Personnel employed by a vendor or by a contractor work in the community for the benefit of the Residents. These persons have assigned tasks and responsibilities. Residents are not permitted to make direct personal requests of them. Any requests that a Resident, guest, or tenant may have must be addressed to the authorized personnel in the Office. No Resident, guest, or tenant may direct the activities of any worker or service provider on the site, ask someone to leave his/her task or assigned responsibilities for any purpose whatsoever, nor reprimand, discipline, or in any way abuse a worker or service provider verbally or otherwise. In rare cases of emergency, good judgment should be exercised that may justify a direct request. Any worker who a Resident, guest, or tenant believes is not rendering courteous or reasonably prompt service should be immediately reported to the Office and/or the Board of Directors. Further, any comments or suggestions relating to the operations or the actions of the Association and/or office and staff personnel shall be addressed to the HOA Board in a written communication signed by the initiator. The Office staff and certain service providers are authorized by the Board to enforce the Rules and Regulations of the HOA and to report violations to the Board and Property Manager for action in accordance with Violations and Grievances Article of these Rules and Regulations

15. Decorum

All Residents, guests, and tenants are expected to follow proper decorum, to be respectful and courteous, at meetings of the Association Board of Directors and its various committees and clubs and with respect to Association Board members and leadership of such committees and clubs.

Attendees are expected to follow directives of the person in charge. Rules and procedures established for the conduct of meetings shall be followed. Failure to abide by the foregoing may result in a grievance being filed against an individual believed to be in violation.

16. Alcoholic Beverages

No alcoholic beverages may be served at any event without the permission of the Board, which will be granted only if appropriate insurance requirements are met. The laws of the State of Florida and any other applicable ordinances with respect to the time and location of service of such beverages and the age of persons to be served must be adhered to

C. AEROBICS ROOMS AND FITNESS CENTER

1. Resident Preference

The Fitness Center shall be for the sole use of the Residents between the hours of 7:00 a.m. and 11:00 a.m. Guests may use the Fitness Center between the hours of 11:01 a.m. and 6:59 a.m.

2. Risk Acknowledgement

Complementing Section A of this Article, a signed or verbal waiver acknowledgement of the Risk Disclaimer of the HOA may be required before an individual is permitted to use the aerobics room and fitness center facilities.

3. Instructions

Residents unsure of how to use the equipment must obtain instruction on its proper use prior to using the equipment and use the equipment only in accordance with such instruction.

4. Courtesy

Courtesy in the use and sharing of the Fitness Center equipment shall be observed at all times. For example, more than one person can use the same weight machine by taking turns. The staff shall resolve disagreements in the use of the equipment in the Fitness Center observing the Rules set forth herein.

5. Time Limits

All use of cardiovascular equipment is limited to thirty minutes when there is someone waiting to use that piece of equipment. A sign-up for use of each type of equipment shall be provided and MUST be used. The timer on such equipment may not be reset by a user for the purpose of extending the workout time when someone is waiting.

6. Cleanliness

A user shall wipe down the equipment after each use with the provided fitness wipes. These wipes should not be used on the face since they can be an irritant. Residents who wish to enter the Fitness Center or Aerobics Room directly from the tennis courts must first clean their sneakers using the water machine by the tennis courts

7. Age Restrictions

Children under sixteen (16) years of age are not allowed in the Fitness Center.

8. Proper Attire

Proper workout attire (such as tee shirts, gym shorts, warm-up pants, compression shorts or pants) must be worn when working out with the fitness equipment. Only closed-backed sneakers may be worn when using the equipment or exercising in the Fitness Center. Open-backed sneakers, open-toe shoes, flip flops, leather soled shoes, or being barefooted are prohibited. The fitness staff has the right to prohibit anyone with inappropriate attire from using the equipment.

9. Restore Equipment

Equipment shall be restored to its proper place after use (e.g., weights in weight rack). Broken equipment should be promptly reported to the Office.

10. Fans

The fans in the Fitness Center may not be turned off. Residents may adjust the fan directly next to or above the piece of equipment they are using to high, medium or low. They may not adjust any other fan.

11. TV/Audio

Television sets shall be operated in the mute mode at all times. (The sound may be heard through FM radio receivers with earphones.) Residents may not change the TV channel unless it meets with the approval of everyone else in the Fitness Center. Radios, and other sound producing devices, may not be played in the fitness facilities unless headphones are used. Cell phone use is prohibited in the Fitness Center. The phone should either be shut off or put on vibrate.

12. Signs, Etc.

No signs, notices, photos, posters, letters, etc. shall be posted on any of the walls, doors or windows of the fitness center unless approved by the Board and placed on bulletin boards made available by the Board for that purpose.

13. Prohibitions

Horseplay, profanity, disruptive conduct and indiscreet behavior at the fitness center are strictly prohibited. Personal coolers, food, or drinks (other than water) are not permitted in the fitness facilities

14. Personal Trainers

Personal fitness trainers on staff will conduct special training sessions on a regular basis for which a charge may be made. Any Resident is eligible to attend. The staff trainers are also available for private training at an hourly fee. A non-staff personal trainer is permitted to train Residents in the Fitness Center as well as family members of Residents, but not guests.

13. Health Clearance

Any Resident with health or physical problems should first consult his or her physician before using any of the fitness facilities.

14. Fragrances

Wearing perfume, cologne or similar substance while using equipment in the Fitness Center is prohibited. The foregoing prohibition also applies when participating in a physical activity in the Aerobics Room. Failure to abide by the foregoing may result in, but is not limited to, the offending person being asked to leave the Fitness Center or Aerobics Room by the staff.

15. Posted Rules

In addition to the above, users of the Fitness Center shall also comply with Rules established by the Fitness Center Committee, provided the Fitness Center Committee rules have been approved by the Board of Directors and duly posted or otherwise notified to the Residents as required by the Governing Documents.

D. ARTS STUDIO

1. General

All individuals using the Arts Studio shall exercise care and diligence to keep the equipment in good condition and preserve the work products of others using the room.

2. Kiln Operation

Only the instructors or individuals trained by the instructors shall operate

the kilns. Guidelines regarding the types of art products that may be placed in the kilns for firing, glazing, etc. will be provided by the instructors and posted in the Arts Studio.

3. Other

Additional rules may be promulgated for the usage and allocation of time, space and kiln operation as is found necessary.

E. CARD ROOMS

1. The card rooms shall be available to all Residents on a first come, first serve basis. Guests are not permitted the use of the card rooms **between October 1 and April 30**, with the exception of allowing one guest per table or game in the card rooms after 6 pm on a space-available basis. Games consisting of all VF residents shall have priority. From May 1 through September 30 guests are allowed and there may be any number of guests per card table or game as long as there is at least one Resident per table. Games consisting of all VF Residents shall have priority. Tables and chairs in a card room (card rooms 1 and 3) may not be taken or used by fewer than three players and in the Poker room (card room 2) by fewer than five players, except Poker Room (card room 2) tables can be taken and used by four Bridge players. Chairs and cushions assigned to tables shall not be moved to other tables and if more chairs are needed, they shall be provided portable folding type chairs.
2. Tables with all assigned chairs may be moved within a card room, but must be returned to the configuration in which they were found. They may not be moved from designated card rooms unless special permission has been granted by the Board of Directors.
3. **There shall be no food or beverages (other than bottled water)** permitted in the Card Rooms.
4. **Table covers must be used** when playing Mah-Jong, Canasta, Pan and any other games that use wooden tables.
5. The rules for use of card rooms shall be in effect for all indoor areas where cards and other table games are played.

F. BILLIARDS ROOM

1. Children older than twelve (12) and less than (16) years of age may play pool only under adult supervision. Children younger than 12 years of age are not permitted to play pool.

2. Table usage is limited to one-half hour by any one group when others are waiting. No reservations are allowed.
3. Card playing is not permitted in the Billiard Room.
4. The use of the television set and music system shall be maintained at levels that are considerate of its effect on other persons in the room.

G. ACCESS TO FITNESS CENTER, AEROBICS ROOM, AND LOCKER ROOMS

A FOB security and entry system is established for the Fitness Center, Aerobics Room and Locker Rooms. Each household that registers for a FOB is limited to one free FOB per household. A household may purchase a second FOB at a price established by the board. No household is entitled to more than two FOBs. In the event a FOB is lost or damaged, a replacement FOB may be purchased at a price established by the board.

H. TELEVISIONS WITHIN THE CLUBHOUSE

Television sets in the various rooms of the Clubhouse shall be operated in a manner that does not cause annoyance to other individuals in those rooms. In particular:

1. Sound shall be maintained at reasonable level.
2. The selection of channels shall be governed by the majority of those in the location. Any conflict in programming shall be resolved by the Clubhouse Management.

I. THE SWIMMING POOLS AND HOT TUB

1. Use of any pool or hot tub, at any time, is at the user's own risk. There is no lifeguard on duty. Any injuries or accidents should be reported to the Clubhouse Office immediately, if it is open, or to the central office of the management company when the Clubhouse is closed. If medical attention is required, a call should be made at once to 911.
2. Children under sixteen (16) years and younger must be supervised by an adult. Children without adequate swimming skills must be supervised by an adult who is in the pool at all times. In addition, children under 16 years of age are not permitted in the resistance pool and are not permitted in the hot-tub.
3. Swimmers 6 months to 4 years of age who are not fully potty trained must be **double** diapered with one disposable swim diaper and one reusable diaper cover while using the Valencia Falls swimming pool. A reusable diaper cover is described as a close-fitting diaper with a plastic layer covering that has elastic that fits snugly at the waist and leg openings. The

reusable diaper cover must pass the two-finger test which is if 2 fingers can be inserted under the elastic in the legs or waist, the swim diaper is too large and the child is not permitted in the water. A bathing suit is also **recommended** to be worn over the diaper and the diaper cover. The diaper should be changed frequently and all children should be closely supervised by a parent or a caregiver.

4. Diaper changing is to take place in men's and women's bathroom facilities and not on the pool deck. Caregivers must properly dispose of the soiled diaper by putting it into a disposable bag before placing it in the designated trash can. Caregivers are reminded that they should wash their hands with soap and warm water after each diaper change.
5. Swimming is permitted only during designated hours that are posted.
6. Showers are required before entering a pool to remove all suntan oils and lotions. No soaps or shampoos may be used at the poolside shower.
7. No glass or other breakable items or sharp objects are permitted in the pool area. All trash must be placed in the containers that are located throughout the pool area, or removed from the pool area.
8. No coolers are permitted at the pool facilities. Food and drinks, other than water in plastic bottles, are prohibited from the pool area. The Board may waive this restriction on special occasions.
9. All users must wear bona fide swimming attire. Cut-offs, dungarees and Bermudas are not considered appropriate swimwear. Shoes or other foot coverings and cover ups or shirts must be worn outside a swimming pool area. Adults wearing incontinence clothing are not permitted in any pool.
10. Radios and other sound-providing equipment may not be used in the pool area unless headphones are employed. Residents must also take care not to cause a nuisance to fellow Residents.
11. Animals (other than dogs aiding handicapped persons), bicycles, skate boards, roller skates, in-line skates, play balls or any rafts or similarly large items are not permitted in any pool area. There shall also be no running, noisy or hazardous activity in this area including (by way of example but not limited) to pushing, dunking, throwing of footballs, Frisbees, tennis balls, or other objects, spitting, spouting water, tag games, diving, or jumping into the pool.
12. Scuba equipment is not to be used in the pool areas except as part of an organized course of instruction or event approved by the Board of Directors.

13. All persons using pool furniture while wearing wet bathing suits are required to cover a chaise lounge with an oversized towel and a straight chair with a regular towel. Pool furniture shall not be removed from the pool area. Pool furniture may not be reserved for anyone not in the pool area. Pool furniture and equipment may not be modified, altered or changed in any manner. Towels may be placed on pool furniture when in use by a person but may be removed by another person if such furniture is not in use for one hour.
14. No person with a known case of diarrhea is to use any public pool. Caregivers of children must take special care to abide by this Rule.
15. Persons wearing bandages having colds, coughs, inflamed eyes, infections, or open sores shall not use the pool, resistance pool or hot tub.
16. A three foot walking area shall be maintained around the pool at all times. Additionally, walking areas around the pool shall not be otherwise blocked.
17. To facilitate the water aerobics class, persons shall refrain from using that area of the pool where the class is in session, including not using the lap lanes during that period of time. At times when water aerobics class is not in the pool, courtesy should be extended to those who wish to swim in the lap lanes by not congregating in those lanes.

The Clubhouse staff or any Board-appointed guard has the authority to expel from the pool area anyone who fails to cooperate in following the Pool Rules, or whose conduct is detrimental to the safe or continued enjoyment by Residents of the pool or its surrounding area.

J. THE SPORTS COMPLEX

The Sports Complex currently encompasses venues for tennis, pickleball, basketball, bocce, croquet, putting (golf), shuffleboard, volleyball (on the beach), and fishing at the fishing pier. Pickleball and basketball share a venue and, croquet and putting also share a venue. For all activities, children 14 years and younger must be accompanied by an adult over the age of 21.

1. General Rules

- a. Use of the venues is subject to the Governing Documents as well as these Rules and Regulations, policies, and procedures of the Association. In case of conflict, the Governing Documents prevail.

In case of any matter, such as a controversy, interpretation and the like, relating to a venue or any activity thereon the Board Liaison for that activity shall have authority to make decisions and/or refer matters to the Property Manager or the Authorized Organization, as the Liaison deems

appropriate. Residents may appeal such decisions to the HOA Board. Identity of the Resident who brings the matter to the Board Liaison or who appeals to the Board shall be kept secret, if so requested by the Resident.

- b.** The Property Manager has authority to close use of any sports venue due to inclement weather or other unsafe conditions as determined by the Property Manager upon consultation with the Board Liaison or Board President. Additionally, the Property Manager may ask a player or spectator to leave the venue if conduct or behavior of the player is deemed detrimental to the safe and/or continued enjoyment of the venue, or in violation of the Governing Documents.
- c.** Play is at player's own risk.
- d.** Play is limited to Residents and permitted guests.
- e.** Sports Complex venues are open from 7:00 a.m. to dusk, except those that have installed lights, which may remain open till 10 p.m.
- f.** Players should maintain low noise levels. Players or spectators shall not use boisterous or profane language, shall at all times be respectful and courteous to each other, and conduct themselves with decorum and dignity at the Sports Complex venues and when representing Valencia Falls in team competition.
- g.** In the absence of Rules established pursuant to Rule 2 of this Section J (below), playing in a venue should be on a "first come, first serve" basis and should be limited to one hour. However, play may continue if no other players are waiting at the expiration of the time allowed.
- h.** No food or intoxicants (other than bottled water, bars and like items) are allowed on a venue.
- i.** Everything brought to a venue by players and spectators must be removed at the conclusion of play. All refuse shall be removed and properly disposed of.
- j.** The Association and its HOA Board shall not be responsible for items stolen at a venue.
- k.** There shall be no leaning on or adjusting the nets by the players.
- l.** No smoking, spitting or animals are allowed on a venue.

2. Venue Rules

Rules and Regulations for use of a sport's venue are fashioned by the Club for that sport, if there is one, (for example, see Pickleball Rules on the website under Pickleball Club). Pursuant to a meeting of the Club members, the Rules are submitted to the Board, and take effect upon approval by the Board by a passed resolution, and posting of the rules on the Valencia Falls website. Rules for venues that do not have a club shall be promulgated by the Board's Sports complex liaison. Nevertheless, the Board retains jurisdiction over all aspects of the Sports Complex venues and may intervene on any matter in its discretion, including a change in the rules established by the Club when the HOA in its sole discretion deems necessary.

XI. AUTHORIZED ORGANIZATIONS

A. PREREQUISITE

A group of at least 10 Residents can establish a

1. A Club,
2. A Chapter that is affiliated with a separately incorporated recognized state, national or international organization that establishes personal liability protection for its officers and or members, (e.g. ORT, Hadassah, Red Cross), or
3. An organization that is separately incorporated (or otherwise formed under any basis) that establishes personal liability protection for its officers and/or members,

which is open for membership only to Valencia Falls Residents, and may file an application with the Board to become an Authorized Organization.

For sake of brevity, an organization characterized by Section A.3 of this Article (immediately above) is referred to as an Insured-Club, and where applicable, the term Club encompasses a Club, a Chapter, and an Insured-Club.

B. APPLICATION

A Club seeking to become an Authorized Organization shall submit to the HOA an application that includes:

1. Names and addresses of the founding members.
2. A By-Laws document that provides, at least
 - a. The Club's name.
 - b. The purpose of the Club and its method of governance, and

- c. If the club intends to collect dues, admittance fees or other funds, the manner in which these funds will be administered and safeguarded. If the club desires, the By-Laws may permit the establishment of different levels of participants, including non-Resident participants. Different levels of dues are permitted for different levels of participants (for example, Valencia Falls guests) and different levels of participation are permitted for different levels of participants, as long as Residents are given first choice (over non-Residents) at any event or program of the club.
3. A Chapter or an Insured-Club shall also submit (in addition to items 1 and 2 above) proof of liability insurance that will hold the Valencia Falls HOA harmless in case of a claim against the Chapter or the Insured-Club, or the organization with which the Chapter or the Insured-Club is affiliated.

When the Board accepts the application and the Club's By-Laws via a passed resolution, the Board shall enter that Club on the list of Authorized Organizations that will be permitted to sponsor meetings and other events under Section D of this Article.

C. RULES APPLICABLE TO AUTHORIZED ORGANIZATIONS

1. If any of the Association's By-Laws or Rules and Regulations conflict with the By-Laws, Rules, or Regulations of the organization with which a Chapter is affiliated, the Chapter may file an application to the Board with specific By-Laws or specific Rules or Regulations from which the Chapter wishes to be exempted, and the Board may approve that application.
2. An Authorized Organization shall adhere to the HOA Governing Documents and these Rules and Regulations. If Authorized Organization does not comply, the Board may strip it of its Authorized Organization status.
3. Each year
 - a. an interim report shall be filed with the HOA by July 15, covering the period from January 1 through June 30, and
 - b. an annual report (i.e., covering the entire year) shall be filed with the HOA by January 15 of the following year, as well as provided to the Authorized Organization's members.These reports shall be signed by the Authorized Organization's President or Treasurer.
4. If an Authorized Organization intends to collect dues, admittance fees or other funds, after it is approved by the Board as an Authorized Organization it shall establish a checking bank account and submit a voided check to the

- Office. It is recommended that at least two, and perhaps more, officers or members of the Authorized Organization have check-signing privileges.
5. If dues are collected, they shall be on a per person basis and not a per lot basis.
 6. Checks issued by an Authorized Organization may be signed by one officer only if the check's amount is less than \$250. Checks of greater amount must be signed by both officers.
 7. An Authorized Organization may appoint two members for Audio Visual (AV) training, and only those members are permitted to operate the HOA's AV equipment. The cost of repairing any damage to such equipment from operation by other than the trained members may be charged to the Authorized Organization.
 8. Whenever the makeup of an Authorized Organization's board changes the Authorized Organization shall post the names of its new board members.
 9. An Authorized Organization may amend its By-Laws. The Authorized Organization's board shall present the desired By-Laws changes to the Club members for discussion before voting on the proposed amendment(s), and once the Authorized Organization board approves, it shall forward an amended By-Laws document for the Board's approval by way of a passed resolution. Once approved by the Board, the amended By-Laws shall take effect upon their posting on the Association's website.
 10. An Authorized Organization should arrange its dues and finances so that at mid-year the Authorized Organization shall not have in its account more than \$2000 plus funds already committed to the Authorized Organization's functions in the remainder of the year.
 11. In the event an Authorized Organization decides to cease operations, all funds remaining in the treasury shall be disbursed in a timely manner. The Authorized Organization's officers in consultation with the Social Director and the Board shall determine the manner of disbursements.

D. SPONSORED EVENTS

1. Meetings, entertainments, dinners and similar events must be sponsored by the Authorized Organization with prior approval by the Board or its designee at least 10 days in advance of the event by
 - a. Filing an application with the Social Director to approve the event, and
 - b. Making a payment to the Association or its designee in advance of such event for an insurance rider to cover the event, if informed by the Social Director that the VF insurance carrier recommends an insurance rider for that event.
2. The sponsoring organization shall assume full responsibility for the

attendees and any contractor engaged to participate in carrying out the event. The sponsoring organization shall be responsible for the costs incurred by the Association as a result of the event, possibly including cost of extra help to switch from the chairs/tables setup of one event to the chairs/setup for setup of another event, as well as any repairs required due to any damage incurred, such as by party decor. (Any such decor shall be removed promptly after the event.)

3. Any and all sanctioned events must be staffed by professional and insured vendors, subject to approval by the Social Director and in compliance with insurance requirements.
4. Attendance at sponsored events must be open to all Residents. However, the charge for participation, if any, may differentiate between those who are and are not members of the sponsoring Authorized Organization.
5. An event created by an Authorized Organization for which tickets are sold and for which the Club wishes to allow non-Residents to buy tickets must employ a dual time, dual price, or both dual time and dual price approach. The dual time approach offers tickets only to Residents, for a time period determined by the Club's President and the Social Director, and after that time period expires offer tickets to non-Residents. The dual-price approach offers Residents a ticket price that is lower than that for non-Residents.
6. When purchasing multiple tickets, the names and addresses of all the parties that will receive tickets must be listed on the purchase application.
7. Speakers are allowed to appear three times per year, provided that the speaker is restricted to address different topics. The agreement that books an engagement must identify the topic which the speaker will address. In the unlikely event that a fourth appearance is requested, the Social Director and the Board will consider the application.
8. When engaging a performer, clubs may spend up to \$1500. It is noted that various production costs by the Drama Club are not considered costs for "performers".
9. No alcoholic beverages may be served at any event without the permission of the Board, which will be granted only if appropriate insurance requirements are met (see Rule D.1.b of this Article, above). The laws of the State of Florida and any other applicable ordinances with respect to the time and location of service of such beverages and the age of persons to be served must be adhered to.
10. All individuals and entities that provide a service at an event of an Authorized Organization and receive compensation, directly or indirectly, shall have liability insurance in an amount that is acceptable to the

Association in force at and during the time of the event in question, and provide a copy of their current liability insurance to the Office naming the Association as an additional named insured, and if applicable, the individuals and entities must have the necessary licenses, AND must sign an indemnity and release form, either separately or as part of an agreement. An Authorized Organization shall cause such individual and entities to enter into a written agreement with and in a form acceptable to the Association. Such agreement, among other things, will incorporate the foregoing and additional terms (e.g., relating to payment and scope of services) as considered necessary by Association. The Authorized Organizations will endorse the business terms of such agreement and be responsible for the oversight and performance of the individuals and entities.

E. NON-SANCTIONED EVENTS

Events of Authorized Organizations that are held without use of any Association facilities or property (other than roads) or assistance by any person employed by the Association are not officially sanctioned events of the Association, and are not covered by the Association's insurance.

XII. VIOLATIONS AND GRIEVANCES

A. REPORTING, INVESTIGATION, AND CORRECTION OF VIOLATION

These Rules are based on the Governing Documents and on Florida Statute 720.

The Board President, with the approval of the Association Board, shall appoint a Board Violation Compliance Director (BVCD) who is a current Board Director. The BVCD will coordinate and bring consistency to enforcement. The Board hereby delegates to the BVCD and Property Manager the authority to investigate alleged violations and take any and all actions as specified in this Rule, including but not limited to a proposed penalty, subject to approval of the Grievance Committee.

Ideally, violations by an Owner or a Resident are brought into compliance without penalty.

1. A violation shall be reported by email, telephone call, regular mail, or verbally to the Property Manager. Any report of a violation must be followed up in writing, using a form provided by the Office or printed from the website, and should be made by a Resident, committee, guest, agent of a Resident or Valencia Falls vendor within five (5) business days of the initial report, where practicable.

2. The Property Manager and BVCD shall determine whether a violation exists by available means including, but not limited to, visual inspection and consultation with witnesses if necessary. If the Property Manager is unavailable the BVCD shall confirm or designate another Board Member or member of the office staff to confirm the violation. If the BVCD is unavailable, the President may appoint another Board member to act as temporary BVCD.
3. Upon determination that the violation exists, the Property Manager and/or the BVCD or the President may use reasonable means of communication to inform the violator and the Owner pursuant to whose permission the violator is allowed entry to Valencia Falls of the problem and set a reasonable time, as determined in the sole discretion of the Property Manager in consultation with the BVCD or the President, to mitigate and/or correct the violation, taking into account the nature of the violation and other relevant factors.
4. If corrective action is taken to the satisfaction of the Property Manager and BVCD and/or President then the grievance procedures proceed no further. However, if within the specified time, it becomes apparent to the Property Manager and/or BVCD that the violation and/or its effects will not or cannot be corrected by the violator or the Owner pursuant to whose permission the violator is allowed entry to Valencia Falls, the Property Manager, BVCD or HOA President shall institute the Grievance Procedure against the violator and the Owner pursuant to whose permission the violator is allowed entry to Valencia Falls, as set forth below.
5. Notwithstanding any of the following specified procedures, nothing shall prohibit the Association from taking any action authorized by law and/or the Governing Documents to protect Valencia Falls and the health and safety of its Residents.

B. GRIEVANCE PROCEDURE

The Board has established and will maintain an independent Grievance Committee in accordance with the Valencia Falls Documents and Florida Statute 720.305. The Committee will be comprised of a Chairperson and at least five (5) members who are Residents of the community. The committee members may not be officers, Directors, or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee. The following procedures shall apply for all grievances requiring resolution:

1. Whether a violation is the result of a single or ongoing offense, the Property Manager or the BVCD or the President shall send a Notice Letter by Certified Mail return receipt requested and regular mail to the violator (and

to the Owner with whose permission the violator is a Resident), notifying the violator of:

- a. The nature of the violation offense including the factual basis and reference to the specific Valencia Falls documentation that is applicable;
 - b. The penalty imposed by the BVCD and/or President, which penalty can include a fine and/or suspension of privileges. Any fine imposed shall not exceed \$100 per day for each violation, and ongoing violations shall be subject to a daily fine, not to exceed \$100 per day. Suspension of privileges, such as suspension of access to common use areas, suspension of vehicle entry bar code and/or suspension of Café chit card shall be for a set period of time and/or until an ongoing violation is corrected.
 - c. An opportunity to contest the matter at a hearing by the Grievance Committee at which time evidence and/or witnesses on behalf of the violator may be presented; and
 - d. A date of the hearing to be held by the Grievance Committee, which shall be at least fourteen days from the date of the aforementioned Notice Letter. The party or parties charged with the violation may waive the violation aspect of the hearing and agree that the Grievance Hearing shall take place only as to the penalty. In such a case, if the violation and/or its effects are ongoing, the violator shall immediately begin corrective action to the satisfaction of the Property Manager and BVCD and/or President and the current grievance procedures shall not proceed any further and the penalty is rescinded.
2. Three members of the Grievance Committee shall be assigned to hear a grievance, herein referred to as "Grievance Hearing Committee", at which time the parties involved and any witnesses shall be heard, as well as any material evidence supplied by the parties reviewed.
 3. The Hearing is closed to the public. The persons who may be present at the Hearing are the Grievance Committee members, the parties involved (including the Owner associated with the violator), all witnesses that the involved parties intend to testify, and legal counsel for the parties. During the hearing the violator shall not be in the same room and at the same time as the person(s) bringing the grievance. The Grievance Hearing Committee may, on its own volition, request other witnesses to appear before it regarding the matter at issue and obtain additional material evidence that it believes relevant. The chairperson shall have sole discretion and final judgment as to whether a violator has shown that a spouse, companion or

immediate relative has a direct interest and may be present as an observer only. The Grievance Hearing Committee, at its sole discretion, may adjourn the Hearing to another date or, if requested, upon cause being shown. The new Hearing date shall be on additional fourteen days' notice to the violator by certified and regular mail, return receipt requested. The Hearing may be conducted without the presence of the violator.

4. Grievance Hearing Committee members handling a grievance shall not have a family relationship or have a close personal relationship with any party directly involved in the grievance, unless all parties to the grievance agree to have those members serve. The Grievance Hearing Committee members shall designate a chairperson who shall conduct the grievance hearing.
5. The chairperson shall have the Committee submit a written report to the Board of Directors upon conclusion of the Hearing, within five days of such conclusion, which report shall specify fines and any other penalties, which the Grievance Hearing Committee finally determines to be imposed. Other than this report, the Grievance Hearing Committee and its members shall keep the results of the hearing secret. The grievance committee shall either
 - a. Uphold the penalty and any corrective action recommended by the BVCD and Property Manager, which shall immediately come into effect, or
 - b. Disapprove the penalty recommended by the BVCD and Property Manager.
6. A fine shall be paid no later than thirty (30) days after the date of formal Hearing Committee notice of imposition of such fine.
7. A fine shall be considered an assessment against the Owner pursuant to whose permission the violator is allowed entry to Valencia Falls for purposes of collection. When the fine reaches an amount that Florida Statutes allow to be recorded as a lien against the Owner's property, the Association may record such a lien. Currently, Florida Statute 420.305(2) sets that amount at \$1,000 dollars.
8. Insofar as permitted under Florida Law, a violator shall reimburse the Valencia Falls HOA for all expenses, including attorney's fees, pertaining to enforcement of the penalty imposed by the Grievance Hearing Committee.
9. When a violation is committed by an absent Owner, the Grievance Hearing Committee may impose fines and any other penalties that affect some or all persons to whom the Owner gave permission to enter Valencia Falls.

XIII. SIGNATORY DELEGATION OF AUTHORITY FOR AGREEMENTS

The following sets forth the authorization for the Board and officers of Authorized Organizations in Valencia Falls to sign certain documents as described below. This Rule is not intended to nor does it supersede or replace any authority otherwise specifically given in the Valencia Falls Governing Documents. Except as otherwise provided below, all agreements and contracts, including but not limited to purchase orders and amendments, shall require approval by the Board before signature.

A. PRESIDENT

The President of the Board is authorized to sign all approved contracts and agreements to which the HOA is a party regardless of amount. In addition, the President may sign contracts and agreements up to an amount not to exceed \$2,000 without Board approval. This authorization may not be delegated, except with Board approval for specific matters.

B. VICE PRESIDENT

The Vice President of the Association Board is authorized to sign all approved contracts and agreements to which the HOA is a party regardless of amount if the President is not available. In addition, the Vice President may sign contracts and agreements up to an amount not to exceed \$2,000 without Board approval, if the President is not available. This authorization may not be delegated, except with Board approval for specific matters.

C. TREASURER

The Treasurer of the Association is authorized to transfer funds between the several bank and brokerage accounts of the Association. The Treasurer is authorized to invest the assets of the Association in investment vehicles as defined by the Financial Policies of the Association.

D. OTHER BOARD DIRECTORS AND OFFICERS

No other Association Director including officers of the Board may sign contracts or agreements, unless specifically authorized by the Board or the governing Documents, except that a Director may sign only standard purchase orders up to a limit of \$1,000 within that Director's area of responsibility without Board approval if the amount is already budgeted, in which event the Director or Property Manager will inform the entire Board thereof.

E. AUTHORIZED ORGANIZATIONS

Authorized Organizations including, but not limited to clubs and officers thereof, are not authorized to enter into or sign contracts and agreements in their name or the name of their Organization, except as specifically provided hereinafter.

An Authorized Organization that is a chapter of an international, national or state organization or is separately incorporated (or is an otherwise independent business entity established in the State of Florida) may enter into a suitable agreement or contract for its events and activities, in its own name, only if the chapter or authorized organization has liability insurance naming Valencia Falls Homeowners Association, Inc. as a named insured and the chapter's or Authorized Organization's bylaws contains a statement wherein the chapter or Authorized Organization agrees to indemnify and hold the Association harmless from liability resulting from the chapter's or Authorized Organization's activities and events, contracts, and agreements, which agreement or contract has been reviewed by a Florida attorney. No Director or officer of the Association shall sign any contract or agreements for an Authorized Organization that is a chapter of an international, national or state organization which is separately incorporated, or is otherwise an independent business entity established in the State of Florida.

F. PROPERTY MANAGER

The Property Manager is authorized to spend funds not to exceed \$1,000 without Board approval if the amount is already budgeted, and will promptly inform the Treasurer of any such expenditure.

XIV. ENTRY TO VALENCIA FALLS

The HOA maintains, for each Resident, a permanent list of persons for whom Residents authorized entry into Valencia Falls.

A. CREATING AND UPDATING THE PERMANENT LIST

1. Each Resident is responsible for creating and maintaining a permanent list of persons who the Resident authorizes to be admitted to Valencia Falls.
2. There is no limitation on the number of names on a Resident's designated permanent list.

B. LIMITATION OF ACCESS

Pursuant to authority in the Governing Documents, or to insure the health and safety of the Residents, the HOA or its agents can deny entry to anyone.

XV. ELECTION OF DIRECTORS

The election of Directors is a process that comprises a nominations period, a campaign period, a Board meeting where the Candidates are formally presented to the Owners, a Board meeting where the Candidates are given the opportunity

to express their view on issues of interest to the Owners, and the actual election of Directors.

A. NOMINATION PROCEDURE

The goal of this procedure is to create a slate of Candidates through self-nominations.

1. At the December Board Meeting the Board shall inform the Owners that an election of Directors to the Board is coming up, announce the start of the nominations period that will last till 4:30 PM of the third Wednesday in January, inform the Owners how many Director positions are up for election, identify Board Directors whose terms will expire, and ask Owners who wish to serve to consider nominating themselves. At all subsequent Board meetings and workshops through the end of the nomination period the Board shall repeat the election information presented at the December Board meeting.
2. No later than the second Monday in December the Board shall mail to each Owner's mailing address as it is known to the Association the First Notice of the Annual Meeting, which shall include a Notice of Intent to Run form by which Owners nominate themselves and a first Elections Procedure & Instructions document. The First Notice of the Annual Meeting, together with its attachments shall be (a) immediately posted on the website, (b) sent as an "email to all", (c) made available at the Clubhouse Office and (d) may be included in the VIEW.
3. The First Elections Procedure & Instructions document shall provide information on what how to fill out the Intent to Run form, how to prepare a Candidate Information documents.
4. Owners wishing to run for the Board must submit their documents as specified in the First Notice of the Annual Meeting package no later than the end of the nominations period. Upon closing of the nominations period an Owner cannot nominate himself/herself as a Candidate for the current election cycle.
5. Immediately following the close of the nomination period the Board shall mail to each Owner's mailing address the Second Notice of the Annual Meeting package.

The Second Notice of the Annual Meeting package shall include

- a. a cover letter that specifies the date and time of the Annual Meeting and the names of those owners who have also chosen to run and whose names will therefore appear on the ballot. The order of names

on the ballot will be determined by a random draw which must take place publicly at a Board Meeting, Workshop or at the Clubhouse Office attended by three Owners.

- b. Election of Directors ballot,
- c. the Agenda of the Annual Meeting,
- d. the Candidate information documents as prepared by the candidates in accord with instructions in the Candidate Instruction form,
- e. a Second Elections Procedure & Instructions document describing the procedure at the Meet the Candidates session, the procedure at the Q&A Session, and instructions to the Candidates relative to the Meet the Candidates and the Q&A sessions as well as instructions for voting (handling the ballot and the envelopes).
- f. a pre-addressed Outer (return) envelope,
- g. and an Inner (ballot) envelope,

and all of the above (other than image of the envelopes) shall be posted on the Website and available at the Clubhouse Office.

In the event that the number of candidates is equal to or less than the number of open seats, no vote will be necessary. The Annual Meeting will take place to formally announce the Board of Directors for the new term. This will also be written into the Second Notice of the Annual Meeting, which will contain an agenda and the list of the Candidate names. According to Section 720 306.8 of the Florida Statutes the new board will convene regardless of whether a quorum is attained at the Annual Meeting.

In addition, a notice of the mailing may be included in the February VIEW and a notice identifying Board Members whose terms will expire and choose not to run for re-election as well as those who were self-nominated will be posted on the website and sent as an “email to all”

B. CAMPAIGNING

A campaigning period is established to allow Candidates to present themselves to the Owners in a manner that the Association believes will preserve the quiet enjoyment of the Association property by all Owners.

1. A campaign period will begin on the second Monday in December and conclude on the first Monday in March, the date of the Annual Meeting.
2. The Terms of Service (TOS) of the website prohibits use of the website for posting on the Message Board, or in an announcement or an e-mail bulletin anything that advocates or disparages a Candidate by name or by oblique reference. The Website and Election Committees are authorized by the

HOA Board to determine if a posting violates this Rule and immediately have the Website Committee remove that posting. If a person violates the Terms of Service twice during an election period the Website Committee may restrict that person's usage of the Website during the term of the election period.

3. The distribution of flyers or resumes is prohibited on Valencia Falls property, such as but not limited to:
 - a. At HOA meetings or events
 - b. At club meetings or events
 - c. On other HOA property
 - d. On car in the parking lot of the clubhouse
 - e. In mailboxes in violation of USPS rules
 - f. Other than by USPS to Residents' homes.
4. Any activity on HOA property that disturbs the quiet enjoyment and use of HOA property is prohibited.
5. Candidates and their advocates are permitted to hold informational meetings in private homes and use their own email address list to promote their candidacy.

C. MEET THE CANDIDATE SESSION

This process formally introduces the Association's slate of Candidates to the Owners.

1. At the Board Workshop in January, the Board shall inform Owners that a "Meet the Candidates" session will take place at the February Board Meeting and a "Candidate Q&A" meeting will be held during the third week of February.
2. The Election Committee shall run the Meet the Candidate Session in accord with the First Elections Procedure & Instructions document.
3. In the event that a candidate is unable to attend the "Meet the Candidates" session, the candidate may elect to have a Resident read his/her statement or show a video of the Candidate reading his/her statement.

D. CANDIDATES Q&A MEETING

This process provides a formal venue for the Association's slate of Candidates to express their views on issues of interest to the Owners.

The Election Committee shall run the Q&A session in accord with the Second Elections Procedure & Instructions document.

1. The deadline for submitting questions will be ten days prior to the date of the Candidates Q & A meeting. The Property Manager shall provide the chair of the Election Committee with all the questions the next day, with all identification of the author of each question removed. No screening of the questions shall take place prior to the delivery of the submitted questions to the Election Committee. No question may contain a reference to any individual, by name or other form of identification.
2. The Election Committee shall complete its work within two days of receipt of the questions, and select a number of questions to be presented to the Candidates, as described in the Second Elections Procedure & Instructions document. No one other than Election Committee Members can attend the Candidates Q & A Question Selection committee meeting.
3. In the event that an insufficient number of appropriate questions are submitted by the community, The Election Committee will itself develop additional questions.
4. Once the questions are developed, all material provided to the Election Committee is returned to the Property Manager, who will store all documents pertaining to the Election process in a secured area under his control until the end of the election process at which time all election documentation will be safely stored at an off-site location.
5. The election committee will appoint one of its members to be the Moderator at the Candidates Q & A meeting.
6. Candidates must submit their closing statement to the Election Committee three days before the Candidate's Q & A session. A Closing statement may not involve the advocacy or disparagement of another Candidate by name or oblique reference.
7. If a candidate feels that they were maligned in any manner, he/she may ask the Moderator for time to rebut solely the maligning remark(s).
8. A Candidate who cannot appear at the Q&A session in person may arrange for answering questions via an audio or video link; but it is that Candidate's responsibility to arrange for such a link through interactions with the Office.

E. PROXY VOTING AND ANNUAL MEETING

1. General

The Annual Meeting is primarily devoted to the election of HOA Directors through a secret ballot. The Association's process of electing Directors (which is sanctioned by Florida Law) contemplates that Owners will cast their vote by proxy. When more than the minimum number of votes has

been cast (though it might turn out that some of the votes are later invalidated), the non-invalidated proxy votes are counted and the winning Candidates are announced.

2. Voting

The actual election of Directors takes place at the Association's Annual Meeting by counting valid proxy-votes. Accordingly, each Owner should submit a proxy vote in the form of a marked-up ballot that was previously mailed to each Owner (Second Notice of the Annual Meeting package) before the Annual Meeting is called to order. The proxy vote is created and submitted by an Owner doing the following.

- a. vote for the Candidates of his/her choice (but not for more than the number of Director seats that are at contest) by marking up the ballot;
- b. place the marked-up ballot in an Inner (e.g., green) envelope that also contains no information that identifies the voting Owner;
- c. seal the Inner envelope;
- d. place the sealed Inner envelope in an Outer (e.g. white) envelope that, on its outside has a space for the Owner's name, address and lot number on the front, and has a proxy statement on the back that confers authority on the Secretary of the Association to represent the Owner for the purpose of establishing a quorum;
- e. sign and date the proxy statement (imperative to do so);
- f. seal the outer envelope; and
- g. deliver the sealed Outer envelope to the Office (e.g., via US Postal Service or by hand-delivery).

3. Collecting And Replacing Ballots

To insure that all Owners who wish to vote are given ample opportunity to cast their vote the Association allows Owners to obtain replacement ballot packages (because, for example, a ballot is misplaced, or the Owner changes his/her mind) simply by requesting a ballot package from the Office staff. This opportunity to obtain replacement ballot packages is offered even to people who already submitted their properly completed and delivered ballots; and this opportunity continues through the sign-in period at the Annual Meeting. The opportunity to cast a proxy vote, or to obtain a replacement ballot and cast a substitute vote is terminated when the Annual meeting is called to order.

The procedure for (a) accepting a validly signed and dated Outer envelope that replaces a cast ballot, (b) providing Owners an opportunity to correct Outer envelopes that are not properly signed and dated, (c) for determining whether a quorum of Owners cast their votes shall be described in the Instructions for voting document of the Second Annual Meeting Notice package, and shall be carefully followed by the Election Committee and the Office staff.

4. The Annual Meeting

The primary task of the Annual Meeting is the election of Directors. Owners who wish to serve as either Inspectors of Election or Vote Counters should submit their names to the Property Manager by 4:30 PM, the Wednesday prior to the Annual Meeting date.

At the appointed time, the Annual Meeting is called to order. The HOA President shall determine whether a quorum has been achieved and, if so, the President will turn over the chair of the meeting to Outside Counsel, who will run the meeting.

Outside Counsel will announce the names of the candidates in the order they appear on the ballot, and announce that in accordance with HOA documents, no nominations can be made from the floor.

The President shall then draw names from an enclosed container to help in the counting process. In the event of a deadlock Outside Counsel will make a final ruling.

The Election Committee members will take all ballots to a separate room in the Clubhouse that is open to anyone who wishes to enter and view the counting of the votes (but not the pre-count briefing and not the final tallying of the votes).

If the Election Committee determines or Outside Counsel determines that the presence of observers in any manner compromises the accuracy or integrity of the vote counting or reporting process, the vote counting process will be halted and the room cleared of observers.

Tabulation worksheets will be prepared listing the candidates in the same order as the ballot. The Vote Counters, Inspectors of Election, and Property Management staff will tabulate the ballots under the supervision of the Election Committee and Outside Counsel, recording the votes on a Tabulation Worksheet.

Once the voting results are determined, Outside Counsel shall return to the meeting room and announce the election results.

If there is a tie vote that creates the need for a runoff election, the association shall send a Notice of Runoff Election during the seven days following the Annual Meeting Election. This notice shall include a new ballot listing the tied Candidates names in the same sequence as on the original ballot, the Candidates Information Forms, Inner and Outer envelopes, and an Instructions document (if deemed necessary). All previous voting and vote counting procedures shall be followed. The Runoff Election shall be held 21–30 days after the Annual Meeting Election.

All material, including counted ballots, voided ballots and tally sheets shall be retained as official records of the HOA in accordance with Florida Law.

XVI. SPECIAL MEETING OF THE OWNERS

- A.** Special meetings must be held when called by the Board of Directors or, unless a different percentage is stated in the governing documents, by at least 10 percent of the total voting interests of the association. Business conducted at a special meeting (such as one or more amendments to the Governing Documents) is limited to the purposes described in the notice of the meeting.
- B.** To the extent applicable, the procedure described above in connection with the election of Directors shall be followed in connection with the Special meeting.

XVII. ACCESS TO OFFICIAL RECORDS

Pursuant to the Valencia Falls Bylaws Section 9 and Florida Statute 720.303(5), members of the Association may inspect and copy certain official records of the Association. The following Rule incorporates and implements the above citations. The Association intends to comply with Florida law regarding access to Association official records (as defined in the Statute). If there are any discrepancies between these Rules and Florida Statute 720.303(5) the statute shall prevail.

A. PERSONS PERMITTED TO REQUEST ACCESS TO OFFICIAL RECORDS

Only Owners may request access to official records of the Association. All requests for access shall be by letter mailed or delivered to the Valencia Falls Office and signed by each Owner requesting access. If a person is acting as an agent for the Owner then the requirements set forth in the Statute for agents shall be complied with.

B. DEFINING DOCUMENTS BEING REQUESTED

All requests shall specify the particular document(s) for which access is requested in clear and unambiguous terms. Any vague or unclear requests shall be initially rejected and the requester so notified and access denied until

clarified to the satisfaction of the Board or its designated representative, if any. The statutory time period for reply to the request shall not be deemed to start until all requests made are clear and unambiguous or removed from the information requested.

C. RECORDS PERSON

The Association shall designate a Records Person who shall determine whether or not the requester is entitled to the requested information in accordance with the Statute upon consultation with any or all Board and applicable committee members. Such Records Person is authorized to reply to the requester within the statutory period for reply. The Records Person also will coordinate the date and timing of any inspection of records if the request is granted.

D. DOCUMENT AVAILABILITY

Information will be made available in Association offices for at least up to one 8 hour day per month, unless otherwise specified by the Board. The information shall remain in the office or space designated for inspection and may not be removed from that location.

E. TYPE OF INFORMATION AVAILABE ON DOCUMENT

1. Information that is determined to be confidential will be made available on such terms and conditions as the Association is permitted to do so. The requester's access to confidential information shall be his or her agreement to hold such information in confidence. A separate signed written secrecy agreement may be required of the requester. Further, certain information determined not to be available may be redacted from document(s).
2. Information available for inspection shall not include information relating to personnel or litigation or potential litigation or attorney-client privileged or confidential information that the Association is not authorized to disclose to the requester.

F. COPYING OF DOCUMENTS

Association office staff will make copies of information as requested and as time permits. The Association may impose fees to cover costs of providing copies, but not more than permitted by Florida Statutes.

XVIII. COMMITTEES

The President of the Association is vested with authority to appoint committees with Board approval including chairs and members, at such times as the President may, in his or her judgment, deem appropriate to assist in the conduct of the affairs

of the Association. Accordingly, the following shall apply to all committees, except as otherwise provided below. All committees appointed shall be recorded in the minutes of the Association and a current list of all committees, their chairs and members, and date of formation shall be maintained current by the Property Manager of the Association. Committee chairs shall keep the Property Manager promptly informed of all changes in committee membership. Each Committee is granted authority to create Rules, instructions, forms, and the like within their area of responsibility, subject to the Governing Documents and Board approval.

A. CHAIR & MEMBERS SERVE AT THE PLEASURE OF BOARD

All duly appointed committees upon termination of service of a President shall continue and their chairs and members shall serve until the next Board meeting at which time successor committees, chairs and members are appointed.

B. PRESIDENT APPOINTMENTS

Each President shall reaffirm and appoint the same committees and/or appoint new committees, including the chair of each committee, with approval of at least half of the remaining Board Directors, promptly upon his/her election or appointment, and from time to time thereafter.

C. COMMITTEE CHAIR RESONSIBILITIES

The committee chair will recommend the number of committee members including any subcommittees, and will recommend members, using reasonable efforts to have a cross-section of the community represented, subject to approval by the President and at least half of the remaining Board Directors. The committee chair will promptly inform the Board and Property Manager of the members of the committee and changes thereto. Committee chairs and members shall serve (and may be removed) at the will of the President and at least half of the remaining Board Directors.

XIX. BAR CODE ENTRY SYSTEM

A. AUTOMATED GATE CAR ENTRY SYSTEM

There shall be an automatic gate car entry system to Valencia Falls. Use of the system shall be operated by a bar code affixed to each person's vehicle by the Office staff.

B. REQUIREMENTS AND ASSIGNMENTS OF A BAR CODE

1. To have a bar code assigned and a sticker applied to a vehicle, the applicant must present:

VALENCIA FALLS HOMEOWNERS ASSOCIATION, INC.

Rules and Regulations

- a. A completed application that calls for at least license information and plate/registration information;
 - b. The physical vehicle to which a bar code sticker may be applied by the HOA Office staff (no stickers will be hand issued); and
 - c. Information that demonstrates applicant's right for either a permanent bar code or a renewable bar code.
2. Information that demonstrates applicant's right for a **permanent** bar code must show applicant's legal right (for example, a Deed) to permanently reside in Valencia Falls. (This information need not be provided if it is already available at the Office.)
 3. Information that demonstrates applicant's right for a **renewable** bar code must be one of the following types:
 - a. A properly executed Office-provided "Permission to Reside" form granting permission to a non-Owner to reside at the Owner's Valencia Falls house. A properly executed "Permission to Reside" form is one that is signed by the Owner in front of a witness from the Office or notarized by a Public Notary. A properly executed "Permission to Reside" form in the Office that is still in effect may be used for renewal purposes.
 - b. A driver's license that shows the Valencia Falls address where the person resides.
 - c. Mail pertaining to the applicant's personal financial matters from at least two entities is being sent to the Valencia Falls address.
 4. Non-Resident children of a person to whom a permanent bar code may be assigned are collectively entitled to a **renewable** bar code for one vehicle, provided that the non-Resident child who gets the bar code is a Florida resident.

C. NUMBER OF INCLUDED VEHICLES

1. Persons that may obtain a permanent bar code may have bar code stickers for up to three vehicles. There is no charge for the first two bar code stickers for owned or standard long term leased vehicles. The Office may charge for an additional bar code sticker for a third vehicle.
2. Persons that may obtain a renewable bar code may have a bar code sticker for only one car, and the Office may charge for that bar code sticker. The renewable bar code sticker must be renewed annually with the Office but there is no charge for the renewal.

D. RESPONSIBILITY TO INFORM THE OFFICE OF CHANGES

1. It is the obligation of the Resident to immediately advise the Valencia Falls Office of any change of residency, qualification for use of a bar code, or

status of a vehicle (such as disposing of a vehicle that has a bar code sticker).

2. A grant of permission for a non-Owner to reside in Valencia Falls can be terminated at will by the Owner by filing a properly executed "Permission to Reside" form that specifies a withdrawal of the grant of residence.
3. Parent(s) of a non-Resident child who has a vehicle with a bar code sticker must notify the Office when that child replaces or otherwise disposes of a vehicle that has a bar code sticker.
4. A Resident must notify the Office if a person residing at the residence with the Resident is no longer living with the Resident or has disposed of a vehicle that has a bar code sticker.

E. SUSPENSION OF BAR CODE PRIVILEGE

Any fraudulent representation in obtaining a bar code sticker will result in a violation grievance against the Resident who committed, or who is responsible for the person who committed, the fraudulent representation. The minimum requested penalty shall be a one year suspension of the use of the bar code sticker privilege. Suspension of bar code sticker privileges can also be considered as a penalty for any other Rule violation by anyone assigned a bar code sticker. The Board can also suspend bar code sticker privileges of any Resident who is delinquent for any dues or assessment owed to the HOA until paid.

F. TERMINATION

The use of the bar codes will end on termination of residency (or tenancy) or change of status of the vehicle and, when appropriate, new bar codes will be issued at rates specified by the Office.

G. BAR CODE ISSUANCE TO EMPLOYEES AND VENDORS

Bar codes may be issued to key employees of Valencia Falls, employees of the Property Management Company engaged by the HOA who have a need to come to Valencia Falls on a daily basis, or to Vendors, and shall be discontinued upon termination of employment or association with Valencia Falls.

XX. RECORDING OF AUTHORIZED MEETINGS

A. WHICH MEETINGS ARE RECORDED

The only meetings of the Association where recording of the proceedings are permitted are Board of Directors meetings that are required to be open to

Residents, and General meetings of Owners. Such recording shall only be made by an Owner.

B. PROCEDURE FOR A RESIDENT RECORDING

Any Resident wishing to record one of the above meetings must notify the property manager or Board President in writing at least four hours in advance of the meeting. If such notification is not made then the recording may not take place unless specifically authorized by the President.

C. CHAIRPERSON DETERMINES LOCATION OF RECORDING DEVICE

Recording devices shall be placed at a location designated by the President. The devices shall not interfere with the orderly proceedings of the meeting and, if they do, the President can order them turned off.

D. RECORDING MAY ONLY BE REPLAYED TO OWNERS

Recordings of meetings may only be replayed to Owners; legal representatives of Owners, or as part of an official judicial proceeding. Under no circumstances shall any recording be used by or released to the public in any manner for public display or presentation. Violation of this provision will result in a Grievance being filed and a requested penalty of not less than a fine to be determined and a six month suspension of the use of Clubhouse facilities and attendance at any social function sponsored by Valencia Falls.

E. PERSON DESIGNATED TO RECORD MINUTES OF MEETINGS

Nothing set forth in this Rule shall prohibit the person designated to prepare minutes of any meeting from using a recording device as an aide to do so and such recording shall only be used for the preparation of minutes.

XXI. THE CAFÉ CHIT SYSTEM

A. CHIT SYSTEM USED FOR PURCHASING FOOD & DRINK

Pursuant to an approved contract with a Café vendor, a chit card authorized under the Governing Documents may be established for use to purchase food and drink at the Poolside Café and also at the vendor's restaurant or food facility. The contract with the Café vendor shall be referred to for specific terms and conditions and shall be controlling in case of any conflict with these Rules.

B. AMOUNT CREDITED ONTO A CARD

A sum equal to the guaranty of gross annual business under the contract and the annual operating lot assessment sum shall be credited as a balance on the chit card on the first day of each twelve-month period during the term of the contract with the vendor, and/or a prorated amount if applicable and authorized

by the Treasurer and Valencia Falls Finance Committee and the balance shall be referred to as non-rollover funds. Two café chit cards shall be issued to each Owner of a lot representing the lot's shared balance.

C. DELINQUENT OWNERS

If an Owner is delinquent in paying lot assessment or special assessment for 90 days or more a Grievance will be filed by the Treasurer seeking suspension of the use of the Café chit cards issued to the Owner and may result in suspension of use if recommended by the Grievance Committee and upheld by the HOA Board. The suspension shall take the form of marking the Owner's Café chit card account as "inactive". During the period of suspension, the HOA has the option of transferring the entire balance in the delinquent Owner's Café chit card account to pay off as much of the lot assessment or special assessment for which the Owner is delinquent (perhaps still having a balance due) and marking the account as "inactive" for the remainder of the non-rollover period. When the lot assessment or the special assessment is paid and the Owner's account becomes current, the suspension shall terminate and the Owner's chit card account shall be marked as "active" for use, if funds are still in the account, during the remainder non-rollover period.

D. A CHIT CARD MAY BE USED BY ANY PERSON

Any person who is in possession of the Café chit card is presumed authorized to use it.

E. REMAINING BALANCE ON CARD

On the last business day of each twelve-month period or other period as indicated in the Café operating contract at the close of business of the Café any unused balances on the chit cards representing non-rollover funds shall be removed from the Owners' or staff credit cards by the HOA working in conjunction with the Café vendor and in accordance with the Café operating contract.

F. NON-ROLLOVER UNUSED BALANCES

Non-rollover unused Café chit card account balances may at the discretion of the Owners be transferred to another Owner or a staff member who regularly works at the Clubhouse at any time by having the Owners sign and deliver a transfer document form as issued by the HOA office to the person or persons at the HOA office designated to receive the document and arrange for the transfer of funds on the Café computer.

G. TRANSFER OF NON-ROLLOVER BALANCES

The transfer of non-rollover balances may be with or without consideration, however, on terms solely agreed to between the parties to the transaction. The HOA office shall maintain a list including date and time of all Owners offering non-rollover credit balances for transfer and Owners desiring to acquire said balances. Names shall be included on the lists on a first come basis. At the discretion of the HOA, the lists may be published on the website. Non-rollover balances transferred to other members or Clubhouse staff is subject to the same expiration set forth in Section E of this Article (above). The foregoing transfers shall be in accordance with the procedures (see below) established by the HOA and office, which shall control in case of conflict.

H. PREMATURE TERMINATION OF THE CAFÉ

In the event of premature termination of the Café contract by any party, the non-rollover balances shall be credited and reimbursed in a manner approved by the HOA on recommendation of the Finance and Legal Committees.

I. CHIT CARD FOR CERTAIN NON-RESIDENT PERSONS

Persons who regularly work out of or at the Valencia Falls Clubhouse may also apply and receive a café chit card. Balances on those chit cards may only consist of funds paid by them to the HOA or balances transferred to them by members utilizing the transfer procedures set forth above. Only funds paid by them to the HOA would not be subject to the procedure set forth in Section E of this Article (above).

J. CHARGE DISPUTES

Balances remaining on the chit cards will be displayed on the chit card holder's receipt. Disputes concerning charges shall be resolved between the Owners and vendor and the Owners may obtain their Owner charge slips from the vendor for a period of thirty days after the charge.

K. LOST OR STOLEN CARDS

Lost or stolen cards are the sole responsibility of authorized cardholders including charges made on the cards until notice is given to the HOA office or Café operator. The account upon notice will be closed and the balances remaining shall be transferred to a new account and two new chit cards issued as soon as practical. The same procedure will be followed for damaged cards. If an account has to be closed and balances transferred more than one time for these reasons then a fee will be charged on each subsequent occasion.

L. PROCEDURE FOR THE SALE/PURCHASE OF CHIT CARD BALANCES

The procedure for the sale/purchase of chit balances, that is the sale of a chit balance attributable to an assessment, is available at the Office for the asking.