

VIZCAYA NEIGHBORHOOD PROPERTY OWNERS' ASSOCIATION, INC.

Rules and Regulations

August 20, 2025

INTRODUCTION

All homeowners, at the time of their closings, should have been furnished with a copy of the Declaration of Neighborhood Association Covenant and Restrictions for Vizcaya, along with the Articles of Incorporation and the Bylaws, or “Docs”. If you did not receive a copy, please contact the Vizcaya Property Manager or visit the Vizcaya website or your Town Square application under Documents. All homeowners and residents must read and abide by these rules and regulations, and any new or modified rule(s) that are adopted by the Board of Directors (BOD) of the Vizcaya Neighborhood Property Owners Association, Inc. (referred to as the “Association” in this document). Rules and Regulations set personal behavior and safety standards for Vizcaya residents. The purpose of the rules and regulations is to outline proper conduct for all residents where their behavior may affect another resident or use of the common property. All rules, regulations and restrictions contained in the Docs, as well as those contained in this document, are subject to the enforcement policies set forth in the Docs, and Rules and Regulations. Any applicable federal, state, or local law shall first control, followed by the provisions of the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations, in that order. These Rules and Regulations are binding on all homeowners, tenants, and their families and guests. Rules and Regulations that are posted in any particular area, room, or facility will govern their use. Certain Rules and Regulations are set forth in the Docs at various places. However, the BOD calls to your attention, in particular, to Article VIII, titled Certain Restrictions, Easements, Rules and Regulations. The Board has added to and modified Article VIII by adopting the following modifications, clarifications, or changes. For your convenience, the Rule Number and Title of the Rule that is modified is set forth. If the rule is a new one and is not contained in the Docs, no Rule Number is set forth. However, the language set forth in the Docs and the revised Rule controls. References to the Clubhouse Director apply as well to the individual who may hold the title of Social Director or Lifestyle Director.

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FLAG RULES:

1. A homeowner may display in a respectful manner up to two of the following portable, removable flags, not larger than 4 1/2 feet by 6 feet:
 - (a) The United States flag.
 - (b) The official flag of the State of Florida.
 - (c) A flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard.
 - (d) A POW-MIA flag.
 - (e) A first responder flag. A first responder flag may incorporate the design of any other flag permitted under this paragraph to form a combined flag. For purposes of this subsection, the term “first responder flag” means a flag that recognizes and honors the service of any of the following:
 1. Law enforcement officers as defined in s. 943.10(1).
 2. Firefighters as defined in s. 112.191(1).
 3. Paramedics or emergency medical technicians, as those terms are defined in s. 112.1911(1).
 4. Correctional officers as defined in s. 943.10(2).
 5. 911 public safety telecommunicators as defined in s. 401.465(1).
 6. Advanced practice registered nurses, licensed practical nurses, or registered nurses, as those terms are defined in s. 464.003.
 7. Persons participating in a statewide urban search and rescue program developed by the Division of Emergency Management under s. 252.35.
 8. Federal law enforcement officers as defined in 18 U.S.C. s. 115(c)(1).
2. A homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner’s real property as long as the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The homeowner may further display in a respectful manner from that flagpole one official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one other flag permitted under paragraph 1.

- a. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected and all setback and locational criteria contained in the governing documents.

This Rule is pursuant to Florida Statute §720.304(2)(a), as amended from time to time.

GARBAGE AND TRASH DISPOSAL: (Doc. Ref.: 8.12)

1.) Trash, garbage and recycling containers shall not be permitted in public view, except 24 hours before pick up or 24 hours after pickup. Garbage must be put in plastic bags and then put in approved plastic/rubber containers with lids. Pick up days are subject to change. They currently are Monday for trash/garbage and recycle material, and Thursday for trash/garbage, bulk pickup and lawn debris.

2.) Nothing shall be thrown or deposited into the lakes and canals in Vizcaya property. (Doc. Ref.: 8.14).

MAILBOXES: (Doc. Ref.: 8.24)

All mailboxes within Vizcaya shall be uniform. No hanging plants or attachments are permitted on mailboxes, and no landscaping is allowed around the mailbox post. Owners are responsible for maintaining their mailbox including, but not limited to, repairing or replacing the mailbox. (Doc. Ref.: Ex. F. Min. Standards). Please contact The Beautiful Mailbox Company at 954-792-6245 or sales@beautifulmailbox.com to order a new mailbox and ensure you mention that Vizcaya POA is your community.

HURRICANE SHUTTERS:

1.) Hurricane shutters shall only be used on structures within Vizcaya as a protection against hurricane weather.

2.) Hurricane shutters used on any of the structures within Vizcaya shall not be applied/closed sooner than seventy-two (72) hours after a declaration by National Hurricane Center of a hurricane warning potentially affecting Vizcaya. Hurricane shutters shall be removed/opened no later than seventy-two (72) hours after the hurricane weather has passed.

3.) Owners shall refer to the Resolution dated January 22, 1025. Hurricane Protection Specifications for the additional restrictions on hurricane shutters and other hurricane protection information located on Town Square.

GENERATORS: GASOLINE AND PROPANE:

- 1.) Gasoline generators are permitted for use in front of your home ONLY and can only be run during daylight hours unless there is a medical necessity as attested to, in writing, by a physician and the written document is presented to the Property Manager, upon which the generator may be run 24/7.
- 2.) Whole-house generators using propane may be installed on a homeowner's property only with approval, in writing, by the Architectural Review Board (ARB) and with a written permit from Palm Beach County, which includes approval of a propane tank that must be buried.
- 3.) Homeowners must have an in-ground generator inspected annually and a report is to be sent to the Architectural Review Board (ARB) and the Property Manager.

NUISANCES: (Doc. Ref.: 8.5)

Owner(s) and occupant(s) shall exercise reasonable care to avoid making or permitting loud, objectionable, and disruptive noises and other offensive, annoying or unlawful activity. This includes, but is not limited to musical instruments, radios, stereos, exercise equipment, television sets, amplifiers, animals, wind chimes, and excessive vehicle noise.

LOUD NOISES: (Doc. Ref.: 8.5)

It shall be a violation for any person or persons to play, use, operate or permit to be played, used or operated, any radio, television, musical instrument, stereo or other machine or device producing sound as follows:

- 1.) If such sound can be heard more than one hundred (100) feet from its source during the hours between seven (7) AM and seven (7) PM with said sound being continuous for more than three (3) minutes.
- 2.) If such sound can be heard more than fifty (50) feet from its source during the hours between seven (7) PM and seven (7) AM with said sound being continuous for more than three (3) minutes.

DISTRIBUTION OF CIRCULARS:

It shall be a violation for any person(s), business, organization(s) and club(s) to distribute circulars, throwaways, business cards, handbills or other similar forms of advertising within the Vizcaya property without prior approval of the Property Manager or the Board of Directors.

SEASONAL DECORATIONS:

Residents' seasonal decorations shall not be installed any earlier than one (1) month prior and removed no later than one (1) month after the date of the holiday. Owners will be given one week's notice to remove the decorations before being issued a violation.

LEASING AND RENTING: (Doc. Ref.: 8.30) (Replaced in its entirety) See ATTACHMENT.

ROOM RENTALS:

Room rentals for not more than one (1) person may be allowed. For all room rentals, a rental application (information available at the property management office), a copy of the rental agreement and a non-refundable application fee, as determined by the Board of Directors from time to time, must be submitted to the Property Manager for prior approval. All other leasing rules apply to room rentals.

PARKING: (Doc. Ref.: 8.11)

- 1.) Except as otherwise provided, no on-street parking is permitted from 12:00 A.M. to 6:00 A.M. Overnight parking for reasonable exceptions is available through the Property Manager or his/her designated agent, and such overnight parking shall not exceed seven (7) days.
- 2.) Car covers are only permitted from dusk to dawn. The exception being during an active hurricane and then you may use a car cover 24 hours a day, but it must be removed not later than 72 hours after the hurricane weather has passed.
- 3.) Parking shall not be permitted, which would obstruct access by emergency vehicles, which would impede delivery of mail, or that which would interfere with the entry or exit of any resident's vehicle from his/her driveway.
- 4.) Parking on the grass regardless of if partial or complete, is not permitted at any time.
- 5.) No vehicle may park in such a manner as to block or impinge upon any portion of the sidewalk. This means that if your car is parked in your driveway and extends over the sidewalk in front of your home, you will be in violation of the rule.
- 6.) Alternate side of the street parking is a Vizcaya community rule: even month = even house numbers, odd months = odd house numbers.
- 7.) Vehicles may not violate any of the above rules when parked in the dead-end section of streets.
- 8.) Parking parallel to the street on any section of the driveway is not permitted.

MOTORCYCLES: (Doc. Ref.: 8.11)

- 1.) Any resident or owner desiring to possess a motorcycle within the Association's boundaries must file a permit with the Property Manager. The Property Manager may issue a permit to possess a motorcycle that meets the standards set forth in this document.

2.) Before a motorcycle permit is granted, the vehicle must operate without sputtering, pulsating or possess a loud and annoying exhaust system. The Board of Directors shall be the sole judge of what vehicles meet these standards.

3.) Failure to file a permit or to possess a motorcycle within the boundaries of the Association without a valid permit shall constitute a violation.

GARAGE DOORS:

Garage doors should be open only for ingress, or egress or when the garage is being used. Homeowners and/or their guests, tenants, or lessees are not allowed to conduct a business from the garage or have the garage door open to conduct a business.

GARAGE SALES:

Garage sales are not permitted.

PETS: (Doc. Ref.: 8.9)

1.) Every animal that can be leashed shall be leashed at all times while outdoors and must be under the restraint and control of the walker at all times, except if an animal is in an enclosed area. All pet excretions must be picked up and disposed of from any homeowner's or common premises. No animal waste may be disposed of on common property, streets, lakes, drains, canals, or in any trash receptacle other than one at the pet owner's house.

2.) All animals shall be registered with the Property Manager at time of closing or the beginning of a lease and/or renters' agreement. All owners of animals shall have proof of having the necessary health shots and other applicable health records for their species. Not more than 2 dogs or cats per household and/or one non-poisonous reptile. All new animals procured after closing must be registered with the Property Manager.

PROPERTY DAMAGE:

Any persons(s) compromising security, tampering, vandalizing, or causing damage to Vizcaya common property, which may include but is not limited to, entrance and exit gates, equipment and cameras; sprinkler systems and/or controls; pool and/or spa heater and/or filter controls intended for general use shall be responsible for the replacement and/or repair of the damaged property. If the person causing said damage is a resident of Vizcaya, or is a guest of said resident, that resident shall be subject to forfeiture of privileges for a time specified by the Board of Directors, in addition to any fines levied. ANY action that is judged as placing the safety, security or well-being of Vizcaya and/or its residents in possible jeopardy may result in separate violation procedures. Individual homeowners are responsible for all damage caused by the residents, their lessee(s) and/or

guest(s) to any Vizcaya facilities, including, but not limited to, furniture, equipment and decorations.

PROPERTY REPAIR NOTIFICATION:

Residents shall maintain property to community standards at all times. A homeowner may not allow any condition to exist on his/her property that is deemed unsightly by the Architectural Review Board. Upon written notification by the Property Manager, cleanup and/or repair must be completed within fourteen (14) days or the Board of Directors may authorize same to be done at the property owner's expense.

SPEED LIMITS:

Motor vehicle speed limit on Michelangelo Blvd. shall be thirty (30) miles per hour; motor vehicle speed on all other interior streets and parking facilities in Vizcaya shall be limited to twenty (20) miles per hour.

SIGNS: (Doc. Ref.: 8.7)

Except as otherwise provided, advertisements or any other signs or postings may not be placed or maintained by owners on any part of both the common property or homeowner(s) property. Open House signs may be posted only by the front entrance (Atlantic Ave. gate) and at the front of the home after notification to the Property Manager, from (1) hour before and (1) hour after the open house. Board members, Property Manager, and/or their representatives may remove any signs that violate any provision of this document upon notification to the homeowner or his/her representative.

CLUBHOUSE RULES:

In order to ensure the residents' and their guests' enjoyment of the entire clubhouse facilities, all people using the facilities shall conduct themselves in a respectful manner with due regard for the rights of others to use and enjoy the facilities.

NO SMOKING RULES:

1. Smoking (including e-cigarettes) is prohibited indoor at the Clubhouse, outdoor in front of the Clubhouse or parking lot, outdoor at the swimming pool, spa, Tiki hut, verandas, patios, Tennis Courts/Pickleball Courts, Bocce Courts and landscaped areas around the stated locations unless designated as a smoking area.
2. No owner shall smoke, or permit smoking by any occupant, agent, contractor, tenant, invitee, guest of their unit, visiting friend, or family member prohibited by this rule.
3. Smoking in violation of this policy shall constitute a violation of this rule pursuant to the provisions of the governing documents of the Association.

4. Any owner who rents or leases or otherwise allows someone other than the owner to reside within or occupy the unit shall disclose to all persons who reside within the unit that smoking is prohibited in all common areas of Vizcaya POA.
5. The Board of Directors will post no-smoking signs as applicable with this rule in conspicuous places of the property. The Board of Directors will post one designated smoking area at the Clubhouse parking lot. The Board of Directors will also take reasonable steps to promptly remedy known and reported violations of the smoke-free rule.
6. The Board of Directors shall have the authority and power to as it deems necessary to enforce this rule, including but not limited to levying fines or suspensions.
7. Violation of the smoke-free rule will be enforced as are other use restrictions and rules for the common property.
8. The Board of Directors is not required to take steps in response to smoking violations unless the Board of Directors knows of the violation.

POOL & SPA:

- 1.) The pool and spa are open for use from dawn to dusk.
- 2.) There is no lifeguard on duty at any time, and the use of the pool and spa facilities are at the user's own risk.
- 3.) All persons under the age of sixteen (16) must be accompanied by an adult or guardian(s) in the pool area at all times. Adults or guardian(s) will be responsible at all times for the minors.
- 4.) No person under the age of fourteen (14) will be allowed in the spa at any time, whether or not accompanied by an adult.
- 5.) During Pool Fitness Class, the pool may be used without interference to the class. Only participants of the Fitness Class are allowed in the Pool during Scheduled Fitness Classes.
- 6.) Children/adults in diapers are not permitted in the pool at any time. "Swimmies" are acceptable.
- 7.) No rafts, floats or other flotation devices are permitted except for one (1) "noodle" per person or those devices used by children to assist swimming.
- 8.) No reservations for chairs or lounges on the pool deck are permitted. Chairs must be returned to their original position and umbrellas rolled down before leaving.
- 9.) All non-alcohol beverages are allowed as long as they are at least four (4) feet away from the edge of the pool and in designated areas. Except upon Board of Director's approval, no alcohol beverages are permitted in the pool area.

- 10.) No glass containers or sharp objects of any type are allowed in the pool/spa area, including those areas designated for food.
- 11.) Food is only allowed at the Tiki Bar and designated areas. No food is allowed at the pool/spa area without prior written permission from the Property Manager.
- 12.) Smoking is allowed only in designated areas. No smoking is allowed at the Pool.
- 13.) Chairs and lounges must be covered with a beach towel when in use.
- 14.) No diving into the pool is permitted.
- 15.) No running, ball throwing, etc. in the pool area is permitted.
- 16.) The pool cannot be reserved for club events without the approval of the Board of Directors.

CLUBS:

- 1.) All clubs must be approved by the Board of Directors and register with the Property Manager. All clubs must submit their bylaws and other organizational documents and a list of the club's officers and directors to the Property Manager for approval by the Board of Directors.
- 2.) A club must be comprised of at least five (5) members, one of whom is the president.
- 3.) Members of all clubs using common facilities must consist of 100% Vizcaya residents.
- 4.) All approved clubs must charge membership dues to the club's members annually.
- 5.) All clubs must have a roster of the club's members and make it available to the Property Manager upon the Property Manager's request.
- 6.) Vizcaya clubs hosting events in common facilities may make it open to any homeowner/resident or lessee of Vizcaya and charge a non-member fee.
- 7.) All clubs shall advise the Property Manager of their starting date, suggested meeting dates and times.
- 8.) All clubs with dues must have their own Treasurer and bank account. All clubs shall provide financial records to the Property Manager at the request of the Property Manager.
- 9.) No club will enter a contract on behalf of the Vizcaya Neighborhood Property Owners Association or conflict with the duties and responsibilities of the Vizcaya Neighborhood Property Owners Association and its' Board of Directors.
- 10.) All clubs can submit flyers of events to Management for approval to be posted on Town Square and on Channel 63 by the Communications Committee.
- 11.) Each club shall prepare the Clubhouse Event Registration form for any events in the common facilities for approval by the Property Manager, Lifestyle Director and the Board of

Directors. The form shall include the date, time, facilities to be reserved, type of event, and proposed arrangements and contracts of the club.

12.) No club shall schedule a social event or activity on the same day as Vizcaya Neighborhood Property Owners Association social events or activities are scheduled. The Property Manager, Lifestyle Director, and Board of Directors may deny a request by a club for an event or activity if deemed in conflict with Vizcaya Neighborhood Property Owners Association events.

USE OF THE VIZCAYA GAS GRILL:

1.) The grill may be reserved for use by Vizcaya clubs or organizations recognized by the Vizcaya Board of Directors for an advertised event, the date and time having been approved by the Lifestyle Director. The grill may not be reserved or used for any personal use.

2.) The grill must be used only in the designated locations.

3.) The grill and all its accompanying implements must be cleaned at the conclusion of the event. All burners and propane tank must be turned "OFF". It must then be returned to its storage location. The grill cover shall be replaced on the grill.

4.) There will be a \$75.00 clean-up charge if the grill is not returned in the same condition, it was received in. Although there is a second tank available in the event that the propane in one tank runs out, the Property Manager or Lifestyle Director must be notified on the next weekday if it is used. It is the responsibility of the club or group to ensure the grill is used only by an adult over the age of eighteen.

DRESS CODE:

1.) Casual attire is permissible except for events designated by the Lifestyle Director.

2.) A cover-up or shirt is required over swimsuits for both men and women in the clubhouse. Wet swimsuits are not permitted in the clubhouse except in restrooms.

3.) When in swim attire, residents and guests must use the locker room/restroom entrance from the pool area to use restroom facilities.

4.) Footwear shall be worn at all times in the Clubhouse. Appropriate footwear is required for participation in specific activities including tennis, aerobics, dance, fitness center, etc. No bare feet are permitted at any time except in the pool/spa area.

5.) Shorts, tee shirts, swimsuits, and/or sweatshirts are not permitted in the Clubhouse during any function unless specifically permitted by the Property Manager.

6.) Street clothes for residents and their guests do not include swimsuits, pajamas, nightgowns, belted robes, and/or any other like apparel. It is a violation if this type of clothing is worn outside the home in public view.

7.) Residents and their guests cannot appear unclothed on their property in public view.

GUESTS:

1.) A guest is an invitee of a homeowner, his lessee or renter in good standing.

2.) Homeowners are responsible for the actions of their lessees, renters and guests.

3.) All people under the age of sixteen (16) must be accompanied by a resident adult while in or at any of the clubhouse facilities. Clubhouse facility includes the pool area, social room, fitness room, tennis courts, billiard room, card rooms, ballroom, kitchen, crafts room, bocce court, running track and lakes.

GENERAL:

1.) All homeowners/lessees/renters have the right to participate in and attend all social events, unless an event is limited to a specific interest group or organization recognized by the Board of Directors.

2.) All residents and their guests who attend Vizcaya sponsored events, trips, clubhouse activities, etc. do so at their own risks and hold Vizcaya harmless from any and all injuries and/or costs as a result of attending said activities.

3.) Food and beverages, including alcohol, are not permitted except in designated areas of the clubhouse and only at designated times for functions approved by the Board of Directors.

4.) Except as otherwise provided, property or furniture belonging to the clubhouse shall not be removed from the room in which it is placed or from the clubhouse facilities, except with permission of the Clubhouse Director and/or Property Manager.

5.) No animals are permitted in the Clubhouse, parking lot, or the pool/spa area except for certified service animals assisting disabled people with documented disabilities.

6.) Bicycles shall only be parked at the bicycle racks.

7.) No spouse of a Director shall serve on any committee of the Association.

8.) No driving of any motorized vehicles around the running track is permitted.

9.) Swimming or diving in any Vizcaya Lake is not permitted. No boat/raft of any kind may be placed or used in any Vizcaya Lake except for one used by the lake maintenance contractor.

- 10.) All fish or any other live aqua life caught must be thrown back into the lake.
- 11.) No drinking of lake water or eating of any wildlife found around the lakes is permitted.
- 12.) All committee meetings and hearings shall be held in private rooms with an event registration form pre-approved by the management staff.
- 13.) Smoking is not permitted inside or in front of the clubhouse. Smoking is permitted only in designated areas.
- 14.) To prevent the attraction of vermin to the community, feeding wildlife is not permitted. This includes, but is not limited to, directly by hand, or with the use of a “feeder”.
- 15.) No homeowner/resident is allowed to place any personal property, including but not limited to, chairs or lounges, on Vizcaya common property or a neighbor’s property.

CARD ROOMS:

- 1.) The card rooms are for the residents’ enjoyment. One card room will be designated for the men and one for the women. However, coed card games are permitted in either card room based on availability or occupancy.
- 2.) Tables may not be reserved.
- 3.) Auto-shufflers may be used at any time unless the Property Manager finds them to be too loud in his/her discretion.
- 4.) Wooden tables must be covered with a tablecloth for all tile games.
- 5.) All furniture from the card room that is removed from the card room shall be returned to the card room. Please be advised that NO cards, Mah Jong games, or other activities are permitted in the ballroom, lobby, corridors, or hallways of the Clubhouse without the express approval of the Property Manager.
- 6.) Between November 1 and April 30 residents shall comprise at least 75% of any table in the men’s or women’s card rooms. Any table with between four to seven players may have a maximum of one non-resident player. This rule shall apply only during the aforementioned dates.
- 7.) Eating in any card room is allowed subject to the discretion of the Property Manager.
- 8.) Cell phones must be off or on vibrate at all times when in a card room.

ARTS AND CRAFTS ROOM:

All requests for the use of the arts and crafts room for other than its intended use must be submitted in writing and approved by the Property Manager.

BALLROOM:

- 1.) All requests for the use of the ballroom must be submitted in writing and approved by the Lifestyle Director.
- 2.) Decorations shall not be applied to the walls or furnishings except as approved by the Lifestyle Director.
- 3.) No one shall enter the control room except those people who have been approved by the Property Manager.

SOCIAL ROOM:

- 1.) The Social Room is for the residents' enjoyment.
- 2.) Card Room rules and regulations apply to Social Room use when playing games in the Social Room.
- 3.) Reserving the Social Room must be approved by the Property Manager.

FITNESS CENTER:

- 1.) A release/waiver of liability form must be completed in order to participate in any exercise class.
- 2.) Use of the fitness center is at the user's own risk.
- 3.) No one under the age of sixteen (16) is allowed in the fitness center.
- 4.) Each person using equipment must wipe down the equipment after each use.
- 5.) Fitness equipment use is limited to a thirty (30) minute time limit when other users are waiting. A wait list will be made available, but residents shall have priority over guests on the wait list.
- 6.) Mats shall be covered with a towel when being used.
- 7.) Guests will be allowed to join fitness classes when space is available as determined by the individual instructor. They are subject to fees when applicable.
- 8.) Sneakers shall be worn at all times in the fitness center.
- 9.) Phones shall be silenced at all times while in the Fitness Center.

BILLIARDS:

- 1.) No one under the age of sixteen (16) is allowed to play billiards.
- 2.) There is a thirty (30) minute time limit on the billiard tables table when there are players waiting.

USE OF ENTRY GATES:

- 1.) All visitors to Vizcaya must check with the guard on duty at the Atlantic Avenue entrance and must proceed through the guarded gate when authorized to do so. The automatic gates at Linton Blvd. and Atlantic Avenue are to be used only by an authorized vehicle, one at a time. An authorized vehicle is one that is owned by a current homeowner in accordance with the current Warranty Deed to the property and the legal tenant or lessee that has gone through Tenant Evaluation and has a security gate access device attached to the vehicle or is owned by an individual who has a temporary pass allowing such entrance. Violation of this rule shall subject the individual to penalties as provided for in these rules, as well as liability for any damage caused to the gates.
- 2.) A security gate access device issued by Vizcaya for entrance through the resident gates is to be used only for the car for which it was issued. Removing the security gate access device from an authorized car and placing it on an automobile for which it was not authorized is a violation of this rule and will subject the violator to the penalties provided for in the Rules and Regulations. Further, Vizcaya will not be liable for any damages to the automobiles or personal property of any person as a result of such unlawful action.
- 3.) Car Carriers/ Automotive Transport vehicles are not allowed entry onto Vizcaya property.
- 4.) Trailers, boat carriers, etc. are not allowed through the Linton Blvd. gate. Violators will be responsible for all damage to Vizcaya property.
- 5.) Owners' vendors, contractors, other home service personnel, or moving trucks are allowed entrance Monday through Saturday from 8:00am to 6:00pm. No owners' vendors, contractors, or other service personnel, or moving trucks are allowed on Sundays or Holidays. Vendors or contractors are allowed at any time of an owner's emergency such as plumbing, electrical, A/C or HVAC emergency.
- 6.) Delivery of Amazon purchases and food may be at any time. Delivery of other goods is seven days a week from 8:00am to 8:00pm.

RULE MODIFICATION:

The Board of Directors or their designated representatives may post supplemental rules and regulations from time to time. All homeowners, their lessees, and their guests will be responsible for reading and abiding by them. RULES AND REGULATIONS THAT ARE POSTED IN ANY PARTICULAR AREA, ROOM, OR FACILITY WILL GOVERN THEIR USE.

TENNIS RULES AND REGULATIONS:

DEFINITIONS:

- 1.) Prime Time 8:00am to 9:30am and 9:30am to 11am.
- 2.) Prime Season: October 1st through May 1st.
- 3.) A guest is an invitee of a homeowner, his lessee or renter in good standing.
- 4.) Round Robins: Men's, Women's and Mixed Doubles are organized by the Tennis Pro at no extra cost to Vizcaya residents and take place at 8am on three separate days of the week.
- 5.) Tennis League: The Vizcaya Community participates in a number of Inter-Community Tennis leagues including The Palm Beach Senior League and Palm Tennis. All Vizcaya residents are eligible to play on these Vizcaya League teams. Non-residents may be invited to play on the Vizcaya League teams if the need presents itself. League Team Captains may request the help of the Tennis Pro in the selection of teams for league play.

TENNIS COURT USE:

- 1.) The Tennis Pro administers the on-line reservation system, reservemycourt.com and each day except Sunday determines whether all six courts are safe to be played on and records a message on the Tennis Hotline at 561-265-5554. The Tennis Pro is the final arbiter if problems arise with reservations. Players play at their own risk at all times.
- 2.) The Tennis Pro may reserve one of the front four courts daily, Monday through Saturday, during prime time, for private tennis lessons to Vizcaya residents.
- 3.) Round Robins are given priority for up to four of the front courts at the 8am to 9:30am time period.
- 4.) Play will be limited to one prime time period a day and to one and one-half hours and may continue provided no other players are waiting at the expiration of the preceding time period.
- 5.) Proper tennis attire shall be worn at all times. Soft court (flat-soled) tennis shoes are required.
- 6.) Tennis etiquette must be adhered to at all times. Players and spectators agree to abide by the USTA Code of Conduct.
- 7.) Any complaint must be brought to the Tennis Pro, between 7am – 11am, Monday through Saturday, and to the Property Manager at other times.
- 8.) No maintenance shall be done on the court while the courts are in use unless there is a safety issue involved.

9.) Children under twelve must be accompanied by an adult.

(Court) RESERVATIONS:

1.) All reservations will be made through the on-line reservation system which has been established to comply with the above rules and regulations. Residents can reserve a court for themselves and up to three guests in prime time during the 24 hours prior to play.

2.) Doubles play, four players per court, is the priority during prime time, and residents may reserve a court for doubles up to three days in advance. A resident can reserve a court in prime time for singles play, two players per court, during the 24-hour period prior to play.

3.) Courts will not be held for reservation for more than ten (10) minutes when parties are waiting. All players on the reserved court must be present.

4.) If a court becomes unplayable during the players' court reservation, i.e. sudden rain, sprinkler malfunction, etc., playing time will not be extended.

BOCCE:

1.) Scheduled team play and open play for team members takes precedence to anyone else wanting to play. Open play is at 10:00am Monday, Wednesday, and Friday.

2.) All balls and tape measures shall be put away after playing by placing them in the storage bin.

3.) Awnings must be closed after playing.

4.) Vizcaya has contracted for cleaning of the court early everyday Monday through Saturday. After play and at other times, players are responsible for cleaning the courts.

5) Rules of play can be found in Town Square under Documents, Rules and Regulations for anyone wanting to learn how Bocce Teams' play is conducted.

VIZCAYA PICKLEBALL RULES

1. **PLAY AT YOUR OWN RISK.** Vizcaya Pickleball Club, Castle Management, the Board of Directors and Vizcaya Neighborhood POA, Inc. will not be held liable for injury and will not be responsible for lost or stolen items.

2. All players and spectators must abide by all relevant codes of conduct, rules and the governing documents of the Vizcaya Pickleball Club and Vizcaya Neighborhood POA, Inc. (Available on Vizcaya POA website and TownSq).

3. Vizcaya Pickleball Club, subject to approval by Vizcaya Neighborhood POA, Inc. Board of Directors reserves the right to require the use of USAPA approved balls, paddles, the making and enforcement of the rules. Proper etiquette & attire required (see Vizcaya POA website or TownSq for complete list).

4. All guests must be accompanied by a resident. Guests are allowed after 10:00 am.
5. Pickleball Courts are open to all residents 8:00am to 6:00pm daily. Online reservations are available to all residents daily on courts 5 & 6 using RMC online bookings. Open play on courts 1 through 4 available to all residents at all times and days, providing NO league, tournament, round robin/ clinics/ lessons are scheduled. Paddle up system to be used during open play when the courts are full.
6. Courts are strictly for pickleball game playing. No food, music, lawn chairs, pets, bikes, scooters etc., glass, or alcoholic beverages on the courts. NO smoking/vaping.
7. **Only** Vizcaya Pickleball Club **members** will be eligible to compete in league/tournament play.
8. Reserved courts cannot be held longer than 10 minutes from their assigned start time when full parties are waiting.
9. Courts can be reserved on Reserve my Court (RMC) 48 hours in advance and only 1 court per 1.5-hour time slot per foursome.
10. VPC Board of Directors reserves the right to modify reserved times when conflicts of league play, or professional lessons are occurring.
11. Private lessons, teaching, or coaching on the courts by a pickleball instructor must be approved and recognized by Vizcaya POA and the Vizcaya Pickleball Club to be permitted.
12. Loud or profane language will not be tolerated by players or spectators. No calling balls out, faults or interference from spectators.
13. Refrain from using cell phones or stopping playing to take calls. Refrain from sideline conversations while playing...stay in your game.
14. Proper attire required:
 - Athletic wear such as moisture wicking, stretchy materials are suggested.
 - Street clothes, golf shorts, are discouraged.
 - Pickleball/tennis/court shoes ONLY.
 - Men must wear shirts at all times and men must wear sleeved shirts.
 - Politically themed wearables are prohibited.

PENALTIES AND APPEAL:

For violations of any of the Vizcaya Rules and Regulations and Covenantal Rules in the Documents associated with the Deed Conveyance, the following shall result:

A fine of up to one hundred dollars (\$100.00) and/or suspension of the use of common facilities, and security gate access device(s) for up to sixty (60) days, may be imposed for each violation.

2.) For violations of the lease and room rental rules and regulations, additional to any other allowable penalty, a maximum of fifty dollars (\$50.00) for each day not in compliance may be imposed.

3.) Motor vehicles that remain in violation for more than twenty-four (24) hours, after notification of violations, may be immediately towed at the expense of the owner.

4.) Any member in arrears of ninety (90) days or more of their monthly maintenance fee, or other assessment/fine, shall have his/her voting rights suspended and also their security gate access device(s) and clubhouse pass suspended.

NOTICE:

All notices of violations of Vizcaya Rules and Regulations and Covenantal Rules in the Documents associated with the deed conveyance shall be in writing sent by the Vizcaya Property Manager by 1st Class U.S. mail, setting out the factual basis for the violation and a reference to the appropriate rule together with a homeowner's right to appeal.

RECORD KEEPING:

The Vizcaya Property Manager shall keep all written violations as a record. In the event the violator is not a homeowner, a copy of the notice shall be sent to the homeowner at the last mailing address on record.

APPEAL:

Any homeowner charged with or who is responsible for a violation may file an appeal. Appeals from any violation shall be made in writing and must be received by the Vizcaya Property Manager fourteen (14) days from the postmarked date of the violation notice. Any appeal must be sent by 1st-Class U.S. mail, or by serving the Vizcaya Property Manager with both the Property Manager and the appellant acknowledging receipt, in writing.

HEARING ON APPEAL:

1.) Hearing on appeals shall be heard by a board of five (5) homeowners appointed by the Grievance Committee. The party cited and for whom the appeal is taken, shall present evidence as to why a fine and/or suspension of use of the common property or security gate access device(s) shall not be imposed. A finding of a majority of the Grievance Committee by a preponderance of the evidence shall sustain a violation and a final determination.

2.) The Grievance Committee shall render a decision on the appeal within fourteen (14) days of the hearing. The decision shall be in writing and shall set forth the reasons for the decision. The decision shall be served by 1st-Class U.S. mail on both the individual charged with the violation and the individual who brought the charge.

3.) The homeowner responsible for the violation may appeal the decision of the Grievance Committee to the Vizcaya Board of Directors within ten (10) days of the post-marked date of the decision of the Grievance Committee. Any such appeal must set forth in writing the reason(s) why the decision of the Grievance Committee should be set aside. Such appeals must be served by 1st-Class U.S. mail and must be served on the Vizcaya Property Manager as agent for the Board of Directors and upon the other party. Unless an appeal is timely filed, the decision of the Grievance Committee shall be final and the Board of Directors shall set an appropriate penalty, if any. If an appeal is filed, the Board of Directors shall have the sole authority and discretion to decide whether to grant the appeal, affirm, or modify the decision of the Grievance Committee, and to impose an appropriate fine/or penalty.

Rules & Regulations- Attachment

LEASING:

For purposes of this rule, “lease” and “leasing” refers to the occupancy of a Lot by any person other than the Owner or their “family member” or “immediate relative” (as defined by the U.S. Office of Personnel Management from time to time), regardless of whether the Owner receives any compensation, consideration, or other benefit, including, without limitation, a fee, service, or gratuity. Occupants of a Lot pursuant to a lease are referred to herein as “lessees.”

In order to assure a community of congenial and responsible residents, to protect property values, and to prevent transiency of residents, the leasing of Lots shall be subject to the following:

1. No lease of any Lot shall commence without the Owner thereof having first obtained the written approval of such lease by the Association. Any renewal or extension of any lease shall be considered a new lease and shall be subject to the provisions of this subsection.
2. The Owner shall seek approval from the Association in writing to lease their Lot on an application form provided by, or acceptable to, the Association. A complete application, copy of the lease agreement, and other information and/or documents the Association may require to screen prospective lessees, must be provided to the Association not less than thirty (30) days prior to the lease of the Lot. The application must indicate the date when such lease is to commence. An application is not considered complete until such time as all information requested by the Association has been submitted.
3. The Association may charge an application fee in an amount determined annually by the Board of Directors in accordance with and subject to Florida law. In the event the Board of Directors does not set the application fee for a particular year, the prior year’s amount shall continue to be the application fee. Each prospective lessee and/or occupant, regardless of whether they are listed on the lease (“applicant”), must submit an application and pay an application fee. The application fee shall be remitted to the Association at the same time as the application. The initial application fee, until it is changed by the Board of Directors in accordance herewith, shall be \$150 per lessee/occupant.
4. The Association, in its sole and absolute discretion, reserves the right to: (1) conduct investigations and background checks on each applicant, including but not limited to, the applicant’s criminal, credit, financial, and rental histories, and (2) require an interview with each applicant. In addition to the application fee, the Association shall also have the authority to charge the Owner for the actual costs of any such investigations or background checks performed by or for the Association.
5. A prospective lessee may be denied for the following reasons:
 - a. An applicant’s criminal record reflects one or more criminal convictions, subject to the following:
 - i. The Association does not prohibit any specific type or category of past criminal conduct, except as set forth below, and the Board will consider the totality of the circumstances when evaluating prior criminal

convictions, including the nature, severity, and recency of the crime, as well as the particular facts or circumstances surrounding the crime, the age of the prospective lessee at the time, a good ownership or rental history before and/or after the crime, and rehabilitation efforts undertaken. If the Board determines the criminal history of the prospective lessee indicates the prospective lessee is a risk to the safety of the community, the prospective lessee will be denied.

ii. Notwithstanding the foregoing, any prospective lessee who has been convicted by any court of competent jurisdiction of the illegal manufacture or distribution of a controlled substance as that term is defined in section 102 of the Controlled Substances Act (21 U.S.C. 802), shall be denied.

iii. This section is intended to comply with all of the applicable housing laws and rules, including, without limitation, the Fair Housing Act.

b. An applicant's credit score is lower than 650, as reported by any of the three major credit bureaus, Experian, Equifax, or Transunion.

c. An applicant's financial history or income indicates an inability to pay rent.

d. An applicant's rental history contains one or more evictions

e. The Owner of the Lot is delinquent in the payment of any monetary obligation to the Association

f. There are existing violations on the Lot being leased.

g. Owner's or applicant's failure to comply with requirements set forth in this rule.

h. An applicant who is a current lessee and is seeking an extension or renewal of their lease has failed to abide by the Association's rules and regulations or other covenants during the current or a prior lease term.

6. Within thirty (30) days after the receipt of a completed application, the Association shall either approve or disapprove of the lease.

a. If a lease is not approved by the Association, the lessee shall not be entitled to take possession of the Lot. Failure of the Association to approve the lease within thirty (30) days shall constitute a denial.

b. Occupancy prior to approval by the Association is specifically prohibited and will subject the lessees to immediate removal by the Association.

7. Each lease shall set forth: (1) the name, address, and telephone number of the Lot's Owner and the lessee, (2) the date the lessee's occupancy commences and ends, (3) a description of each motor vehicle owned or operated by the lessee or members of the lessee's household, (4) a description of all pets to be kept at the Lot, and (5) such other information as the Board of Directors may require in their sole discretion.

8. Dual access to the Association common areas by lessees and then Owner is prohibited. During the term of any lease, only lessees shall have access to the common area, facilities, and amenities. Owner(s) of the Lot shall not have access to the Association common areas facilities, and amenities, except as necessary for ingress and egress to the Lot or as otherwise required by law.

9. All leases shall be in writing and shall have a term of at least four (4) months, but no longer than one (1) year. No Owner may lease a Lot more than once in any 12-month period for any reason, even if a lessee defaults on a lease or abandons the Lot before expiration of the lease term.

10. All lease agreements must provide (and shall be automatically deemed to provide if not explicitly stated therein):

a. Lessees (and their family, agents, guests, licensees, and invitees) are bound by and obligated to comply with the Associations' governing documents.

b. Lessees received a copy of the governing documents.

i. The Owner shall be responsible for providing a copy of the governing documents to the lessees prior to execution of the lease and shall monitor compliance with the governing documents by the lessees. However, lessees shall not be excused from compliance with the governing documents by virtue of not receiving a copy of the governing documents from the Owner.

ii. Prior to lessee's occupancy, the Owner shall affirm in writing to the Association that a copy of the governing documents has been provided to the lessee.

c. Lessee's failure to comply with the governing documents shall be a material default and breach of the lease agreement.

d. The Owner and lessee shall jointly and severally indemnify, defend (including the payment of attorneys' fees) and hold harmless the Association and its Board of Directors, officers, members, owners, agents, and employees from any and all direct or indirect first or third party claims, damages, judgments, injuries or personal injuries whatsoever that directly or indirectly arise from, or relate to the acts or omissions of the lessee and/or their family, agents, guests, licensees, and invitees regardless of whether committed within, or related to the Lot, lease, or occupancy;

e. Any lease may be terminated by the Association upon seven (7) days' written notice to the Owner and lessee for noncompliance with the governing documents.

11. Subleasing/Guests. Lessees are forbidden from subleasing their Lot or any portion thereof. Other than individuals listed on a lease, no person may occupy and/or stay overnight at a Lot for more than a total of fourteen (14) consecutive or nonconsecutive calendar days in any rolling 12-month period. Guests are not permitted to stay overnight at Lot at any time without lessees being present.

12. Lessees may use the Lot only as a single-family residence. Lessees may not use the Lot to conduct business or permit any other person to do so.

13. In addition to all other remedies available to the Association, the Association shall have the right to seek the immediate and permanent removal of a Lot's occupant(s) in violation of this subleasing/guest restriction. In doing so, the Association may, but is not obligated to, seek said removal pursuant to the summary procedures available under Chapter 83 of the Florida Statutes, as amended from time to time. Additionally, individuals in violation of this subleasing/guest restriction shall be deemed trespassers to whom the Association reserves the right to prohibit entry to the community.

14. Owners may only lease their entire Lot and are prohibited from leasing only a portion thereof.

15. No lessee (or their family, agent, guest, licensee, or invitee) shall be a nuisance or annoyance to other community residents. A determination by the Board that a nuisance has occurred or is occurring shall be conclusive and binding on all parties.

16. If a lessee (or their family, agent, guest, licensee, or invitee) violates any provision of any of the Association's governing documents, or any lease addendum which the Board may require, the Association may commence eviction proceedings under Chapter 83, of the Florida Statutes, as amended from time to time, in addition to any other legal and equitable remedies available under the governing documents of the Association and/or applicable law. Each Owner irrevocably appoints the Association as the Owner's attorney-in-fact having authority to bring actions in its own name or the Owner's name, and at the Owner's expense (including actions for injunctive relief, damages, termination, and eviction).

17. All expenses, including attorney fees and legal costs, incurred by the Association in enforcing any leasing provision and/or eviction proceedings may be levied against the Owner as an individual special assessment, and may be collected in the same manner as other assessments, including recordation of a claim of lien and foreclosure thereof.

18. No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any lessee. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in the Association's governing documents against the Owner, the lessee, or any member of the lessee's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her lessee, including, without limitation, those requiring prior notice or imposing other conditions on the rights of the Association.

19. The Association shall be deemed a third-party beneficiary of all leases of Lots, and shall have the right, but not the obligation to enforce the terms and conditions of such leases against the lessee or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or lessee contained in the lease or otherwise.

20. Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners of Lots in the community, that the Owner shall be responsible for any violation of the Association's governing documents resulting from the acts or omissions of his or her lessee, other occupants of the leased Lot, and their respective guests, to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her lessee, and the Association shall have the right to take any action or seek any remedy for the lessee's failure or refusal to comply with the governing documents directly or against the Owner without first taking such action or obtaining such remedy from or against the lessee.

21. The restrictions on leasing set forth herein and/or the Association's other governing documents shall not apply to Lots owned or leased by the Association.

22. Nothing contained herein nor done by an Owner, lessee, or the Association, shall be deemed to establish a landlord-tenant or principal-agent relationship between the Association and the Owner or lessee, the sole purpose of this section being to ensure the compliance of all parties with the governing documents and applicable restrictions, rules, and regulations.