

VISTA COVE RESIDENT FORM

(Please PRINT all information legibly)

Unit Number: _____ Mailbox number: _____ Date: _____

I HAVE RECEIVED A COPY OF VISTA COVES RULES & REGULATIONS _____

DO YOU WANT TO BE LISTED IN THE COMMUNITY PHONE BOOK DIRECTORY _____

** I UNDERSTAND THAT I WILL PROVIDE A WORKING KEY (S) TO MY UNIT ANYTIME MY LOCK IS CHANGED** _____

The name (s) of the **legal owner(s)** of record is _____

Legal Owner's Telephone Numbers : _____

Legal Owner's Email Address: _____

Legal Owner's Alternative Address (where you would like all correspondence sent):

I. Names, email and phone number of persons other than the owner that will reside in unit.

Name	email	cell number
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Name	email	cell number
------	-------	-------------

Name	email	cell number
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Name	email	cell number
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- IF HOMEOWNER IS NOT RESIDING IN THE UNIT, A LEASE IS REQUIRED FOR ALL RESIDENTS ON ONE SINGLE LEASE** AND A \$100 TRANSFER FEE IS REQUIRED FROM OWNER FOR RENTAL OF THEIR UNIT

Gate Code: _____ - _____ - _____ - _____

(CHOOSE A 4 DIGIT CODE THAT YOU WILL REMEMBER)

- The following vehicle(s) are in the use and parked at Vista Cove WITH CURRENT REGISTRATION AND TAGS:

Make: _____ Model: _____ Color: _____

Year: _____ License Tag # _____ State of Registration: _____

Vehicle is registered to: _____

- The following vehicle(s) are in the use and parked at Vista Cove WITH CURRENT REGISTRATION AND TAGS:

Make: _____ Model: _____ Color: _____

Year: _____ License Tag # _____ State of Registration: _____

Vehicle is registered to: _____

- The following vehicle(s) are in the use and parked at Vista Cove WITH CURRENT REGISTRATION AND TAGS:

Make: _____ Model: _____ Color: _____

Year: _____ License Tag # _____ State of Registration: _____

Vehicle is registered to: _____

Pets: _____
 Type Breed Color Weight

Pets: _____
 Type Breed Color Weight

In case of an emergency please contact:

Name: _____

Address: _____

Telephone Number(s) _____

Relationship: _____

Signature (s) of Residents completing form _____

Signature (s) of Residents completing form _____

Vista Cove Condominium Phone Book

If you do not want specific information included, leave those areas blank. The most important areas are names, Vista Cove addresses and contact phone numbers. Email addresses will not be published in the directory but used by the office for electronic communication purposes.

Owner Name:	
Phone Number	
Email Address:	
Vista Cove Address:	
Alternate Address:	

****Please return the completed form to Vista Cove office****

WELCOME TO VISTA COVE!

Property Management

Questions and/or concerns relating to the care and management of the community's common property; i.e., building maintenance, landscaping, lighting, and pools should be directed to Total Professional Association Management at 904-295-3921. Office locations have a 24-hour a day answering service for after hour emergencies.

Community Association Manager – Suzana Balula s.balula@tpam.biz 904-295-3921

Garbage Pick-up

Dumpster located outside exit gates. Gate code is 1945. For pick-up of large household items, call Public Works at 904-825-1049 and they will schedule a pick up.

Pool & Spa Hours

Pool and Hot Tub (spa) dawn to dusk.

Parking

Please see attached Rules & Regulations.

RV Lot

There is an RV storage lot located south of 4300. Requirements for parking in this area are:

1. Be a registered resident of Vista Cove
2. Have a current tag/decal if required by the State
3. Must be operable
4. Must register and have a Vista Cove sticker
5. See Vista Cove's Rules & Regulations for detailed information

Remote/Proxy Cards

Proxy card for access to pools can be purchased for \$25. We will need a current copy of condo unit key(s) and a completed resident form. If leasing we will also need a copy of your lease. If you wish to purchase a transmitter to get in the gate you can do so during office hours for \$60. Your gate code can also be changed to any 4 digit number convenient for you, just stop by the office to fill our Resident Information Form..

Mailbox

The mailboxes are not numbered by unit. The office DOES NOT keep mailbox keys. If your keys get lost, contact the St. Augustine Post Office – Main Branch 99 King Street (800) 275-8777.

Electricity

Florida Light and Power (FPL) (800) 226-3545
P.O. Box 025576
Miami, FL 33102

Water

City of St. Augustine (904) 825-1037

Ponds

No swimming or fishing

Resident Bulk Internet

Blue Stream Fiber

(904) 339-8050

Automobile Registration and Drivers License

St. John's County Courthouse (904) 209-2250

4030 Lewis Speedway (Courthouse Complex)

St. Augustine, FL 32095

** Must apply for Florida Drivers License within 30 days after establishing residency.**

Tax Collector & Tag Agency Office

4030 Lewis Speedway (Courthouse Complex)

St. Augustine, FL 32095

** Must apply for Automobile registration within 10 days after establishing residency.**

Police

St. Augustine (Non-Emergency) (904) 825-1070

EMERGENCY – 911 (TTY) (904) 829-6495

We hope this information will assist you in settling in your new home!!

Vista Cove
— CONDOMINIUMS —
on the San Sebastian River

VISTA COVE CONDOMINIUM ASSOCIATION, INC.

VOTER AUTHORIZATION CERTIFICATE

Return this form as executed below to the:
Vista Cove Condominium Assoc., Inc. Management Office at:
1000 Vista Cove Rd., St. Augustine, FL 32084

We the undersigned, being all of the owners of (Address) _____
Do hereby certify that the following named **one** of us is authorized voter for the foregoing unit, shall
remain such designated voter until this certificate is revoked by subsequent certificate.

NAME OF AUTHORIZED OWNER VOTER _____

DATE THIS FORM COMPLETED _____

(Select the one category below which describes your form of ownership and sign in the appropriate places):

We are all natural persons who are owners of the above described unit.

_____ Signature	_____ Signature	_____ Signature
_____ Print Name	_____ Print Name	_____ Print Name

We are the President or Vice-President, and Secretary or Assistant Secretary of the Corporation which owns the above described home.

_____ President - Signature	_____ Vice President-Signature
_____ Print Name	_____ Print Name
_____ Secretary-Signature	_____ Assistant Secretary-Signature
_____ Print Name	_____ Print Name

We are the trustees authorized by the Trust instrument to act for the Trust which owns the above described lot.

_____ Trustee-Signature	_____ Trustee-Signature
_____ Print Name	_____ Print Name

Vista Cove Rules and Regulations

CERTIFICATE OF ADOPTION

The undersigned, as President and Secretary of the Association, do hereby certify that the foregoing policy has been adopted by the affirmative vote of at least a majority of the Board of Directors at a duly called and properly noticed meeting of the Board of Directors held on the 28th day of June, 2024.

Michael C. Konopacki
President, Vista Cove Condominium Association, Inc.



Patricia C. Hutsell
Secretary/Treasurer, Vista Cove Condominium Association, Inc.



Vista Cove Rules and Regulations

The following Rules and Regulations are designed for one primary purpose: the protection of the rights, privileges, privacy, safety, comfort, convenience, well-being and property of individual Owners and for good housekeeping in general. They are a codification of what is believed necessary to promote decent, courteous, and considerate relations among all Residents of Vista Cove Condominium (the "Condominium"), whether they are Owners, Residents, or Guests.

For purposes of the Rules and Regulations, several words are defined for clarification:

- a. An Owner is one who has purchased a Unit. This includes members of the purchaser's immediate family who reside in the unit. If the Owner of record is not the full-time, permanent occupant of a Unit, then all persons occupying the Unit, including the Owner's immediate family members, shall execute a condominium lease, whether or not rent is actually paid, and deliver said lease to the Association (through the Property Manager).
- b. A Resident is one who is residing in the Unit, whether or not he/she is the Owner.
- c. A Guest is one who is in the Unit on a temporary basis at the invitation of the Owner or legally permitted occupant, without payment of rent or other consideration.
- d. A Visitor is one who is invited or drops in for a brief social visit.
- e. A Renter is one who rents or leases a Unit from an Owner. When used herein, the terms Tenant or Lessee may also be used to refer to a Renter and are interchangeable.
- f. The Community Association Manager is the company that currently provides management services to the Condominium.
- g. The Governing Documents, as referenced in these Rules and Regulations, are the Declaration of Condominium, the Articles of Incorporation, and the By-Laws of the Vista Cove Condominium Association, Inc.
- h. The Association is the Vista Cove Condominium Association, Inc.

1. General. The Board of Directors of the Association or the Manager, at the direction of the Board of Directors, will be responsible for implementing and enforcing these Rules and Regulations, and all Owners, Residents, Guests, and Visitors shall cooperate fully. The Board of Directors shall have the authority to interpret these Rules and their determination shall be controlling.

2. Resident Information Form. Each Resident shall complete and return to the Association Manager the 'Vista Cove Resident Information Form'. This form should be completed / updated yearly. Anyone with changes should contact the Association Property Manager; reminders to do so will be sent via the newsletter throughout the year. For new residents, the completed form must be returned to the Vista Cove office prior to the distribution of PROXCARDS.

3. Use of Facilities by Residents and Guests. The Common Elements and Amenities of the condominium are for the use of Residents and their Guests. Residents will be responsible for the actions of their family members and Guests. All must be mindful of the rights of other Residents. The Association, acting through its managing agent, has the sole authority to operate and maintain the Common Elements of the Condominium and to regulate their use.

When a Resident (Owner or Renter/Tenant) is absent, and Guest(s) will occupy the Unit, the Resident is asked to notify the Association Property Manager via email or phone call prior to the Guest(s) arrival and provide the date of arrival, length of stay, and the name and telephone number of one Guest in the event they need to be contacted.

When a Unit is leased, the Tenant has all use rights of the Association property and Common Elements. The Unit Owner shall not have such rights except as a Guest, unless such rights are waived in writing by the Tenant. Dual use by a Unit owner and a Tenant of the Association property and common elements is prohibited.

The monthly assessment provides the fiscal resources for the operation and maintenance of the Common Elements. The Condominium Act (FS 718) requires the Association maintain a current list of Residents enjoying the benefits of the Common Elements. It also provides a means of redress should Unit Owners fail to pay their monthly assessment and/or fail to provide up-to-date resident information. The following reflects the allowed redress:

- a. Units with an aged assessment balance over 91 days will lose access to the amenities (pools, Exercise Facility, Clubhouse).
- b. Residents of rental Units that have an aged assessment balance over 91 days will be required to make the rental payment directly to the Association until all amounts owed the Association have been paid in full or otherwise released by the Association.
- c. Access to amenities will be restricted on all rental Units that: 1) do not have a current lease on file with the Association Office; 2) have not provided the required security deposit; or 3) do not have a completed resident information sheet on file with the Association Office.

4. Maintenance. Residents shall maintain their Units and entryways in a good state of preservation and cleanliness at all times. Each Unit must be sprayed regularly by a professional

pest control provider, and each Resident shall permit entry to the Unit for this purpose. Everything within the Unit is the responsibility of the Resident.

5. Unit Exteriors. It is prohibited to hang towels, laundry, rugs, etc., from the windows, porches, balconies, trees, or from any façade of the Condominium structures. Awnings and window guards are prohibited.

a. Window treatments, blinds or shutters exposed to exterior view shall exhibit no colors except those in a range from white and off-white to natural beige and shall extend from the windowsill upwards to the top of the lower sash, a higher window mullion, or the bottom or top of the arch. Patio “sun blinds” shall be in a range from white and off-white to natural beige. All window treatments, blinds and shutters must be kept in good repair. Window films applied to the inside of the window appearing from gray to neutral dark from an outside view are permitted. Window treatments, blinds or shutters must be in place within 60 days of the date of occupancy.

b. Lanais and entryways must be kept neat, orderly and in an attractive state. In the event of a hurricane or tropical storm warning all of the items on the open lanais, Unit entryways, and breezeways must be removed.

c. The use of electric grills with less than 200 square inches of cooking surface are permitted on a balcony / lanai of a condominium. (FFPC 2018)

d. The use of all flame-type grills (gas, charcoal, etc.) is still prohibited on any balcony / lanai, under any overhang, or within 10 feet of any structure as in previous code editions.

e. FFPC prohibits the storage of all types of grills, including electric, on a balcony / lanai of a condominium.”

f. The exterior of the Unit and all other areas appurtenant to a Unit, including the lanais shall not be painted, decorated, enclosed or modified in any manner without prior written approval of the Board of Directors. Modification includes, but is not limited to, installation of wiring or of any equipment which would protrude through or be attached to the outside walls or roof of the Unit or building. The Owner / Resident is responsible for the maintenance, repair, replacement, and insuring of all approved modifications. If a modification is made without approval of the Board of Directors, the Association shall have the authority to remove the modification without prior notice and assess the removal costs to the Owner or Resident.

g. No strings of lights or colored lights are permitted in windows or on lanais except at the Hanukkah/Christmas season and during the specific time posted by the Board of Directors. Decorative lights may not be left on when the Resident is absent for an extended period of time (i.e., for more than twenty-four (24) hours at a time).

h. Owners/Residents may not place any personal items in the Common Elements. This includes any and all plantings, bird feeders and decorative items, or political signs.

6. Disturbances. Excessively loud playing of musical instruments, radios, televisions or other sound-producing instruments or equipment is strictly prohibited. All persons shall avoid making excessively loud noises that may disturb or annoy their neighbors. This applies to both Units and Common Elements.

7. Signs. No one shall post any signs, advertisements or posters of any kind in the Common Elements or on the windows, porches or other areas of a Unit that are visible from the exterior including "For Sale" and "For Rent" signs.

8. Common Elements. That portion of Condominium Property which is jointly owned by all of the owners and includes all of the condominium property which is not included in the Unit.

a. The Common Elements are to be used for their intended purpose.

b. Any damage to the Common Elements or any equipment located thereon caused by any Resident, Guest or Visitor shall be repaired at the expense of the Owner.

c. Driveways, parking lots, sidewalks, entrances and passageways shall not be obstructed or encumbered or used for a purpose other than ingress and egress.

d. No flags, pennants, buntings, decorative or declarative symbols or devices may be displayed which are visible from the exterior of the Unit except one portable, removable United States flag which may be displayed in a respectful manner pursuant to section 718.113(4) of Florida Statute.

e. Residents shall not materially alter or make substantial additions to the common elements or to real property which is Association property. This includes the cutting, removing, or pruning landscaping or native area plants.

(1) Procedures for Homeowner Request for additional landscaping paid by the homeowner. The homeowner completes a green form and lists the plants they want.

The homeowner's budget for the project is entered on the form.

A rough diagram of the planting area and where the plants are to be placed, is drawn on the back of the form. The completed form is sent to the Vista Cove office for the landscape committee to review. If changes are made, then a member of the landscape committee will contact the owner for a meeting. When an approved plan is completed the homeowner and landscape committee will sign the green form.

The form is then sent back to the Vista Cove office for the landscaping company to approve planting and scheduling. If the budget amount is incorrect, the landscape company will contact the owner to work out pricing through email. A copy of the email with homeowner approval is attached to the green landscaping form.

When the project is completed the green landscaping form, attached email and the landscaping company invoice will be brought to the Vista Cove office. The invoice will be sent to the Chair of Landscaping. The Chair of Landscaping will review the invoice, approve and forward to the homeowner for payment to be made directly to the landscaping company. The back up and the

green forms will be kept in the Vista Cove office by the CAM. The landscape committee will have to approve the purchases and installations.

(2) The homeowner completes a green form but doesn't know the type of plants he wants.

The homeowner's budget for the project is entered on the green form.

A rough diagram of the planting area and where the plants are to be placed is drawn on the back of the form.

The green form is sent to the Vista Cove office for the landscape committee to review and add suggested plants. The landscape committee will contact the homeowner to discuss the plants and the budget. They will get written approval and send it to the landscaping company.

The green form is then sent back to the office for the landscaping company to approve planting and schedule. If the budget amount is incorrect, the landscaping company will contact the owner to work out pricing through email. A copy of the email with homeowner approval is attached to the green landscaping form.

When the project is completed the green landscaping form, attached email and the landscaping company invoice will be brought to the Vista Cove office. The final invoice will be sent to the Chair of Landscaping by the CAM. The Chair of Landscaping will review the invoice, approve and forward to the homeowner for payment to be made directly to the landscaping company. The back up and the green forms will be kept in the Vista Cove office by the CAM. No portion of the Common Elements may be used for any activity which is open to the general public.

f. Religious-related activities are not to be held in or on the Common Elements.

9. Limited Common Elements are Common Elements that are reserved for the use of a certain Unit or Units to the exclusion of other Units.

a. The entry areas to all Units are Limited Common Elements and shall not be treated as extensions of the Resident's home. Entry areas must provide unobstructed, unimpeded or unencumbered access, defined as a straight, free and clear passageway to the door no less than 42 inches wide nor less than 78 inches high where building construction permits.

b. The items listed below may be placed on the concrete entryway near a Unit entrance provided they do not impede or encumber ingress or egress or encroach on the Common Elements shared by adjacent Units. All items must be specifically designed for outdoor use and be well-maintained.

1) One (1) bench, no more than 60 inches in length. Alternatively, no more than two (2) chairs in Villas and four (4) chairs in interior-unit Townhouses.

2) Weatherproof cushions

3) One (1) small table no larger than 28 inches in diameter.

4) One (1) plant container in Villas and two (2) in interior-Unit Townhouses no more than 36 inches high and 24 inches in either diameter or length and containing live plants. Plant containers must be of highly durable or non-breakable material and contain live plants.

5) In the absence of any furniture, one (1) additional container is permitted in the Villas and two (2) in the interior-Unit Townhouses.

6) A wreath or door ornament.

c. The following items are prohibited in the entryway near all Units entrances:

1) Any item affixed to the exterior wall

2) Lightweight plastic furniture

3) Artificial plants

4) Wind chimes

5) Trellises

6) Plant containers with no plants

7) Plants generally considered part of vegetable gardening

8) Breakable knick-knacks or art objects

9) Except for medical and/or safety alerts, decals of any kind may not be placed on windows or glass entry doors.

10) No items of any kind may be placed on any portion of the Common Elements.
(See 8. Common Elements)

10. Unit Access. The agents of the Association or any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for purposes permitted under the Declaration of Condominium or the By-Laws of the Association. Except in an emergency or for regular pest control, such entry will be made by prearrangement with the Resident. Residents of Units with security systems must make individual arrangements for entry by service personnel, including pest control. All Residents shall provide the Association's Community Association Manager a copy of the key or keys necessary to gain access to the Unit. Any

contractor or workman entering a Unit in the absence of the Resident must leave notification of the entry and the purpose thereof in a readily visible location.

11. Storage. No part of the Common Elements shall be used for storage of material, boats, vehicles, or any other items, except in areas designated by the Board of Directors. No flammable oils or fluids, explosives or other articles deemed hazardous shall be stored within the Condominium property. All boats, trailers, RVs, vehicles or similar equipment stored in the Recreational Storage Facility must be owned by a Resident or a Guest and must display, in a location approved by the Association Property Manager, a Vista Cove registration sticker (available from the Property Manager). In the case of property belonging to a Guest, information must be provided to the Property Manager and contact information must be placed in a visible location on the property while it is in the Recreational Vehicle Storage Facility. In the event of emergency such as fire, fallen tree, or vandalism, the Community Association Manager will make every effort to notify the Owner of said equipment within a reasonable time frame after learning of the event. **(See Addendum A, Rules Regarding Use of the RV Storage Lot)**

12. Refuse. All trash, garbage, and other household refuse must be taken directly from the Unit and placed in the areas designated by the Board of Directors. Garbage and trash may not be left unattended outside the Unit or in/on a truck or automobile. The gate code for the fence is available at the Management office.

a. All serviceable furniture, such as TVs, household appliances, mattresses should be given to charitable organizations and pick up arranged from the Unit. Otherwise, they must be placed on the concrete pad adjacent to the fenced area. It is suggested that these items be placed as close to the first weekly pick up of the month to avoid creating an unpleasant sight.

b. Recycle containers such as cardboard boxes should be broken down and placed in the recycle bin.

13. Children. Residents are responsible for the actions of their children and for any damage to the Common Elements or common facilities caused by their children or the children of their Guests .

14. Pets. No pets or animals shall be kept or maintained in or about the Condominium property except dogs, indoor cats, aquarium fish, and domesticated, non-endangered birds, hereafter referred to as "pets".

a. Reptiles are not permitted to be kept as pets on the Condominium property.

b. In accordance with St. Augustine code 1964, Section 5-11, residents and owners are not permitted to keep any horse, mules, donkey, cow, goat, or other grazing animal on the property.

c. The keeping of pets is not a right but a conditional license, revocable at any time by the Board of Directors upon a finding that the pet(s) is/are an unreasonable nuisance or danger to others.

d. Dogs and cats must be kept on a leash and accompanied by the pet Owner or a Resident at all times while outside the Unit.

e. Pet owners or Residents are required to pick up after their pets throughout the property and pets should be restrained from entering landscaped areas and beautification plantings when possible.

f. Pet owners are fully responsible for damage to person or property caused by pet(s). In the event there is damage to Condominium property caused by a pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Owner shall be subject to assessment by the Association for the amount of damage.

g. In the event a pet dog or cat gives birth, the offspring may be kept on the premises for no longer than eight (8) weeks. Immediate notice of this event must be given to the Association Property Manager.

h. No more than two (2) pets shall be kept in each Unit. Aquarium fish are not counted in the 2 - pet limitation.

i. Except as otherwise provided in these Rules and Regulations or as currently allowed by actions of the Board of Directors, feeding any species of animal in the Common Elements, whether wild or domestic, is strictly forbidden.

j. Residents are not permitted to keep, feed, or maintain in any way stray animals. The feeding and care of outdoor cats is strictly prohibited.

15. Parking. The parking areas adjacent to Condominium buildings are for "Permitted Vehicles" only.

a. "Permitted Vehicles" are defined as operable passenger automobiles, vans, motorcycles, pickup trucks of three-quarter ton capacity or less, mopeds, bicycles (where racks are present only), and golf carts.

b. Boats, trucks over three-quarter ton capacity, trailers, motor homes, campers or other vehicles or objects shall be parked in the Recreational Vehicle (RV) Storage Facility. All vehicles / equipment parked in the RV Storage Facility must have current tags and be registered with the Office. **(See Addendum A, Rules Regarding Use of the Recreational Vehicle Storage Lot)**

c. Washing, servicing, repair, storing or placing on blocks any motor vehicles (Permitted Vehicle) is not allowed on the Common Elements of the property. Residents may wash their motor vehicles only in the designated car wash area located in the Recreational Vehicle Storage Lot.

d. The Association may designate parking areas near Condominium building as being reserved for Residents and their Guests, as available, but may require that Guests or Visitors park additional cars in other designated areas.

e. Commercial vehicles (those used primarily for trade or business and vehicles exposing tools, trade equipment or signage) and trailers used for hauling large equipment may be temporarily parked in the residential areas for the conduct of business only. Overnight parking of these types of vehicles in the residential areas is not permitted.

f. Vehicles that are unlicensed or have expired tags may not be parked anywhere on the property including the Recreational Vehicle Storage Lot.

g. Unauthorized or improperly parked motor vehicles will be removed from the Association property by towing as provided on the posted signs displayed on both sides of the entranceway driveway. The Owner shall be liable for the payment of all towing and storage fees.

h. A resident may use a Portable Moving Unit, towable trailer or similar conveyance for moving furniture and/or belongings with the following restrictions: When being used for a move in or move out, the resident must provide the Association Manager with the dates of planned arrival and departure of the storage unit, etc. A moving or storage conveyance may be allowed on site for no more than five (5) days. Whatever the means of conveyance, it may only occupy one (1) parking space and may not be placed in a marked handicapped space.

i. No vehicle may be parked within the community in such a manner as to restrict or impede normal traffic flow. Overhang from parked vehicles cannot extend into the roadways or over sidewalks or marked pedestrian paths.

j. The Phase 5 section of Vista Cove (Serena Circle and Drury Lane) is the only area within the community with assigned parking. Each Unit is assigned two parking spaces. Residents of the villas are assigned their garage and the driveway leading to the garage. Residents of townhouses are assigned their garage and one space in front of their building. All other marked spaces are for Guests/Visitors with the exception of the 5 spaces allocated to users of the Fitness Center/Lap Pool.

1) Residents that use their garage for storage will have only one (1) assigned parking space.

2) The area in front of the detached garages shall not be used for vehicular parking.

3) Multiple vehicles are not to be parked in a single designated space.

4) Residents and/or their Guests are not to park their vehicle(s) along the roadway, in front of other buildings or in the marked spaces next to the Exercise Facility parking. The spaces in front of other buildings are for the use of the Residents of that building and/or their guests. The spaces next to the Exercise Facility are designated for mail delivery/pickup and Residents / Guests using the Exercise Facility.

16. Main Clubhouse Area (1000 Building) Exercise Area (5000 Building) and Pools/SPA:

The Main Clubhouse Area consists of the Clubhouse containing a Multipurpose Activity Room, Library and Clubhouse Main Room and Kitchen, recreational swimming pool, hot tub and adjoining decks. The Exercise Area consists of the Exercise Facility, lap pool and adjoining deck area.

All of these facilities and areas are NON-SMOKING.

These recreational areas are for the express use of the Residents. Guests must either be accompanied by the Resident or must have in their possession a PROXCARD when using these facilities. Other restrictions include the following:

- a. Each Unit may have no more than nine (9) guests at the pool at any one time unless prior arrangement has been made with the Association Property Manager.
- b. Personal belongings and/or personal exercise equipment may not be left in any of these areas.
- c. The Main Clubhouse Area is open from 6:30 AM to 10:00 PM. Swimming in the pool is restricted to daylight hours only due to lighting and licensing restrictions.
- d. The Exercise Facility Area is open from 5:00 AM to 10:00 PM. Swimming in the lap pool is restricted to daylight hours only due to lighting and licensing restrictions. The Exercise Facility is not available at any time for private parties or group use.
- e. Residents may hire an instructor for personal training or other instruction, but such an arrangement is between the Resident and the instructor. Non-Resident Guests may not participate in any instruction. Instruction must be on a not-to-interfere basis with other Residents using the facilities.
- f. Children under the age of eighteen (18) must be supervised at all times by an adult while in the Main Clubhouse and Exercise Facility Areas. This includes the Main Clubhouse pool and hot tub and the lap pool.
- g. Children under the age of twelve (12) are not permitted in the hot tub. Infants and young children in diapers must wear approved swim diapers when in the Main Clubhouse recreational pool. Proper bathing suits/trunks must be worn when using either of the pools or hot tub. Tee shirts may be worn for protection from the sun.
- h. The use of amplified music is prohibited in the pool areas except during Board-approved community events.
- i. Glass containers are not allowed on either pool decks or in the hot tub area.
- j. As a general rule, pets are not allowed in the Main Clubhouse or Exercise Areas. Residents with pet(s) on a leash who use the boardwalk to cross from one side of the community to the other may pass through the Main Clubhouse Area but should not linger/visit in the pool/hot tub vicinity with their pet(s).
- k. All posted rules of conduct, safety regulations and hours must be observed.
- l. The lap pool is heated when the weather forecast is 40 degrees or colder and will remain off until no sub-40 degrees days or nights are forecast in the near (3 day) future. The heater will be turned off beginning May 1st or earlier if temperatures are consistently above 80 degrees during the day. The heater will be turned on when daytime temperatures are consistently forecast to fall below 80 degrees (October 1st or later).

17. Maintenance and Monitoring of Unoccupied Units. If a Unit is to be vacant for more than seventy-two (72) hours, the Owner or Renter is required to take the following precautions to avoid damage to the Unit and/or neighboring Units.

- a. Ensure that the Management office has a copy of the key for emergency entrance.
- b. The electricity to the water heater is OFF.
- c. The water supply to the water heater is OFF.
- d. The HVAC system is set to a temperature that will inhibit mold/mildew growth.
- e. Overhead fans are set to low speed.
- f. The Unit is inspected at least every seven days by an authorized family member, friend or neighbor.

18. Driving. Traffic signs and other posted driving regulations must be observed. The speed limit throughout the property is fifteen (15) miles per hour.

19. Skateboards, Roller Blades and Bicycles. The use of skateboards is prohibited anywhere in the community. Bicycles and roller blades are to be used on asphalt surfaces only and are prohibited on boardwalks, sidewalks, bridges and pool areas.

20. Leasing of Units and Renters. The leasing of any Unit by an Owner shall be subject to the terms and conditions of the Vista Cove Policy for Leasing of Units (**See Addendum B, Policy for Leasing of Units.**)

21. Fines and Penalties. The Board of Directors may, from time-to-time, establish fines and penalties for violations of FS 718 (The Condominium Act), the Governing Documents and / or these Rules and Regulations.

a. Each violation or act of non-compliance may result in a fine of up to One Hundred Dollars (\$100.00) for each violation. Every day that a violation or non-compliant action is allowed to persist may be deemed as another violation, provided that no such fine shall, in the total, exceed One Thousand Dollars (\$1,000.00). The fine for each violation is Fifty Dollars (\$50.00).

b. The Board may require the Unit Owner to reimburse the Board for costs incurred for repair to Association property as the result of damage by an Owner, Tenant, or Guest.

c. Any non-compliance or violation that occurs during a twelve (12) month period within the same section of the Rules and Regulations will be considered a second or repeat violation.

d. All violations of the Governing Documents and Rules & Regulations should be reported, in writing with specifics, to the Association's Property Manager. The Property Manager will

follow the policies / procedures established by the Board of Directors in administratively processing the infraction.

e. The procedure for enforcing the Declarations, By-Laws, or these Rules and Regulations are as follows:

1) First Violation Notice (Courtesy Letter).

When the Board becomes aware that a violation by a Unit Owner, Tenant, or Guest has occurred, it shall send a courtesy letter to each available address for the party to be fined. The letter will advise him/her/them of the rule which has been violated, include a warning that strict compliance with these Rules and Regulations is required, and allow 48 hours to remedy the violation.

2) Second Violation Notice (Certified Letter).

When the Board becomes aware that the violation has continued beyond 48 hours as specified in the first notice, and after verifying the continued violation, the Board shall levy a \$50 fine, as appropriate, and send a certified letter to the party to be fined containing a copy of the "First Violation Notice". The certified letter will indicate the proposed fine for non-compliance with the rule and provide the party to be fined at least fourteen (14) days' notice of a hearing before the Hearing Committee.

3) Hearing.

If the Board does not hear from the party to be fined or the individual does not appear at the hearing, the Hearing Committee shall still meet. The absence of the party to be fined from the Committee meeting does not give the party the right to appeal the decision of the Committee at subsequent meetings.

At the hearing, the party to be fined will be afforded due process and be allowed to be heard, state their case and challenge evidence against him/her/them.

In a closed session following the hearing, the Committee will either confirm or reject the fine. If the Committee confirms the fine, the Board will impose it.

4) Imposition of Fine.

After the Board has imposed the fine, it shall send a certified letter to the party advising of the amount of the fine and the date due.

5) Exemptions and Hearings.

Any Unit Owner or Tenant may appear before the Board to seek an exemption from or variance in the applicability of any given rule, regulation or fine as it relates to said Unit Owner or Tenant on grounds of undue hardship or other special circumstances.

6) Mediation.

If a fine is not paid, or a violation remains outstanding, the Board may refer to legal counsel to institute enforcement proceedings (arbitration, mediation, small claims)

22. Architectural Changes. All plans for modification to the interior and exterior of a Unit, including lanai, must be submitted to the Architectural Review Committee for approval prior to commencement of work. **(See Addendum C, Policy for Architectural Review Requests.)**
23. Association Approval. Any consent or approval given under these Rules and Regulations by the Association shall be revocable, upon notice, at any time by the Board of Directors.
24. Amendment. These Rules and Regulations may be amended from time-to-time by a majority vote of the Board of Directors or by a majority vote of the Owners at a meeting duly called for such purpose.

Addendums to Vista Cove Rules & Regulations

- A. Rules Regarding the Use of the Recreational Vehicle (RV) Storage Lot.
Diagrams of Storage Lot
- B. Policy for Leasing of Units
Addendum to the Policy for Leasing Units
- C. Policy for Architectural Review Requests
- D. Policy for Electrical Vehicle Charging Stations in Garages

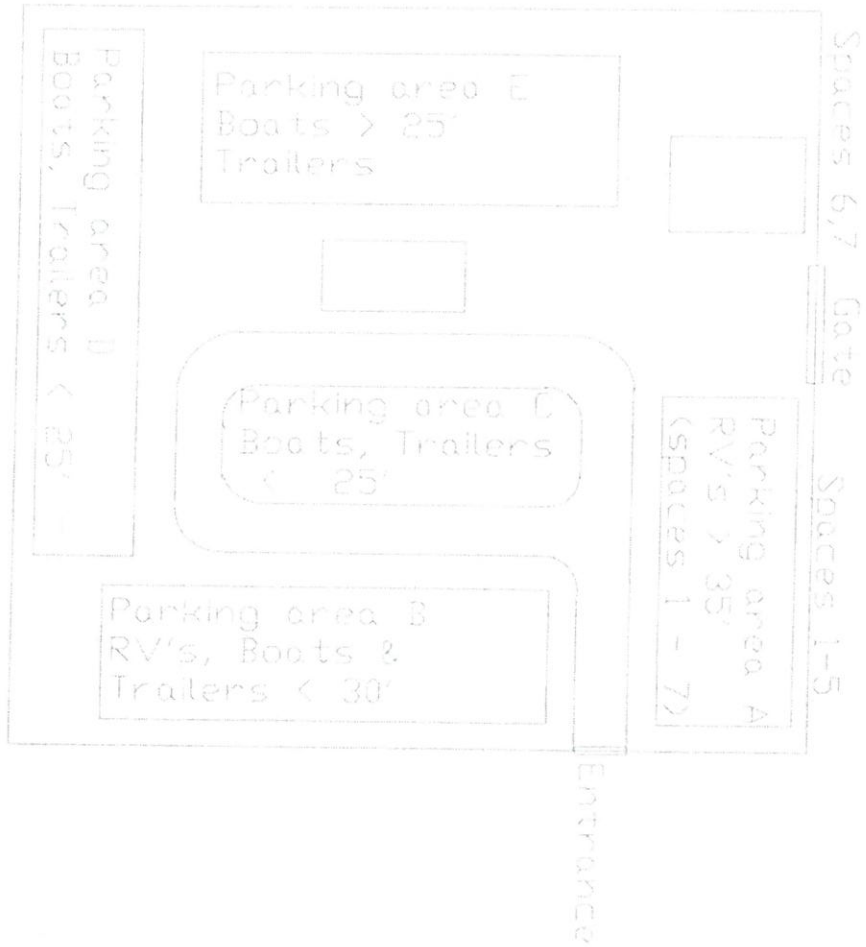
Addendum A

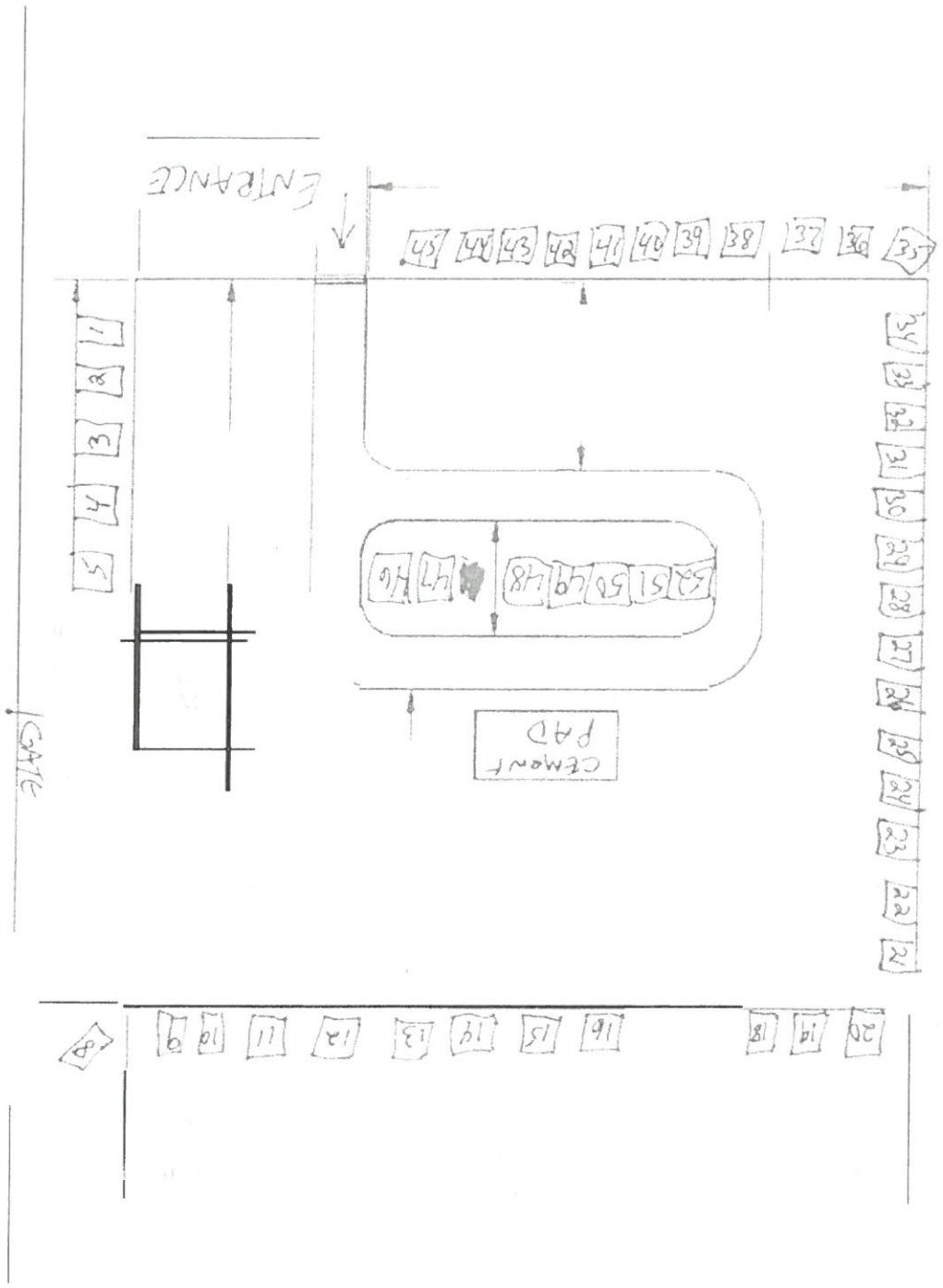
Rules Regarding Use of the Recreational Vehicle (RV) Storage Lot

1. The RV Storage Lot is reserved for the following registered vehicles: watercraft, RV campers, boats, boat trailers and utility trailers. Trucks and automobiles may also be parked in the RV Storage Lot as long as they do not utilize spaces intended for watercraft, RV campers, boats, boat trailers and utility trailers.
2. Vehicle owners must be in good standing with Vista Cove.
3. Stored vehicles must have a current vehicle registration showing residency at Vista Cove and a Vista Cove sticker. Vista Cove stickers must be renewed each year by January 1. A current vehicle registration showing the owner's residency at Vista Cove must be presented at renewal.
4. Should a new vehicle be purchased, it must be registered with Vista Cove within 30 days.
5. Separate areas are designated for vehicles 25' or longer and those under 25' long. See the RV Storage Lot diagram.
6. All vehicles must be kept in a clean operable condition (no flat tires, no torn boat covers, and no boats containing undrained standing water or excessive mold). Nothing may be stored on the ground in or around the assigned space.
7. Vehicle owners no longer needing space in the RV Storage Lot must provide written notification to Vista Cove management. Spaces left vacant for more than 90 days without prior written notice to management will be considered no longer in use and the space will be re-assigned.
8. Storage spaces are registered to vehicles, not Units, and are not transferrable to a new owner upon re-sale of a Unit. The new Unit owner must contact Vista Cove management for a space assignment.
9. When the Unit is tenant-occupied the tenant, and not the Unit owner, has the right to use the RV Storage Lot.
10. Routine inspections of the RV Storage Lot will be conducted; owners of vehicles that are out of compliance will be given 30 days to correct the issue(s). After 30 days of non-compliance the vehicle will be removed at the owner's expense.
11. Vista Cove is not responsible for any damage, theft or vandalism that may occur to vehicles in the RV Storage Lot. The vehicle owner must agree in advance to fully indemnify Vista

Cove or its agents against any property loss, damage of any kind, and liability associated with using the RV Storage Lot.

Vista Cove RV, Boat & Utility Trailer Storage Yard
Note: no parking in front of gates or blocking others' ability to move.





Addendum B

Vista Cove Condominium Association, Inc.

Policy for Leasing of Units

The Leasing of any Unit by an Owner shall be subject to the following terms and conditions:

- 1) All leases shall be in writing and the terms thereof shall be subject to the approval of the Association and shall be for the entire Unit and in accordance with the Governing Documents and these Rules and Regulations. The Lessee must be a natural person of legal age.
- 2) An Owner intending to lease his or her Unit shall deliver a signed copy, (signed by the Owner and the Tenant), of the lease together with the security deposit, Resident Information Form and such other information as the Board of Directors may reasonably require, including proof of age of the tenant, to the Association prior to the first day of occupancy by the tenant.
- 3) A Unit may be occupied only by the lessee and their service personnel and guests. The initial Lease term shall not be less than one year. No more than three (3) unrelated persons may reside in one Unit. The maximum number of related occupants in a Unit is two (2) persons per bedroom. No rooms or garages may be rented separately, and no transients may be accommodated in a Unit.
- 4) Each Unit Owner renting his or her Unit shall deposit with the Association prior to occupancy by the tenant a non-refundable lease transfer fee in the amount of \$100. The Unit owner will be jointly and severally liable with the Tenant to the Association to pay any claim for injury or damage caused by the Tenant or other occupant of the Unit.
- 5) All leases shall provide that the Association shall have the right to terminate the lease for material violations by the tenant of any of the provisions of the Declaration of Condominium, By-Laws of the Association, the Articles of Incorporation, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium.
- 6) The owner must provide the tenant with a copy of Vista Cove Condominium Association Rules and Regulations.

- 7) If an Owner fails to deliver a copy of the lease, Resident Information Form, and the security deposit to the Association prior to the first day of occupancy by the tenant, then upon reasonable notice to the owner the Board of Directors may elect to refer the matter to Legal Counsel for enforcement and the Owner will be liable for all legal fees and expenses involved in the proceedings.
- 8) Whether the full-time, permanent occupant of a Unit is the Owner, or the Owners immediate family members, or any other tenant, all persons occupying a Unit shall execute a Resident Information Form and deliver said form to the Association.
- 9) All of the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable and enforceable against any person occupying a Unit as a Lessee, Visitor or Guest to the same extent as against the Owner. Each Lease agreement entered into by an Owner and a Tenant shall be deemed to incorporate these Rules and Regulations and the relevant provisions of the Condominium Documents. Every occupant of a Unit is likewise bound by the terms of said Documents and Rules and Regulations.

Excerpt from Vista Cove Rules & Regulations

3. **Use of Facilities.** The Common Elements and Amenities of the condominium are for the use of Residents and their Guests. Residents will be responsible for the actions of their family members and Guests. All must be mindful of the rights of other Residents. The Association, acting through its managing agent, has the sole authority to operate and maintain the Common Elements of the Condominium and to regulate the use of the Common Elements. Individual Owners and other Residents of the Condominium do not have the authority to waive or modify any requirements of the Governing Documents or these Rules and Regulations, nor to permit the use of the common facilities in violation of the Governing Documents or these Rules and Regulations.

The monthly assessment provides the fiscal resources for the operation and maintenance of the Common Elements. The Condominium Act (FS 718) requires the Association maintain a current list of residents enjoying the benefits of the Common Elements. It also provides a means of redress should Unit Owners fail to pay their monthly assessment and/or fail to provide up-to-date resident information. The following reflects the allowed redress:

- a. Units with an aged assessment balance over 91 days will lose access to the amenities (pools, Exercise Facility, Clubhouse).
- b. Residents of rental Units that have an aged assessment balance over 91 days will be required to make the rental payment directly to the Association until all amounts owed the Association have been paid in full or otherwise released by the Association.
- c. Access to amenities will be restricted on all rental Units that: 1) do not have a current lease on file with the Association Office; 2) have not provided the required security deposit; or 3) do not have a completed resident information sheet on file with the Association Office.

Addendum B (cont'd)

Vista Cove Condominium Association, Inc. Addendum to Policy for Leasing of Units

In consideration of the execution or renewal of the lease, Owner, Management and Tenant agree as follows:

1. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on the Vista Cove premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, transportation, storage, use, or possession with Intent to manufacture, sell, distribute, store, transport or use a controlled substance including but not limited to marijuana or cocaine and/or illegal drug paraphernalia.
2. Tenant, any member of the Tenant's household, or a guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity including drug related criminal activity, on, near or within sight of the premises.
3. Tenant or member of the household will not permit the dwelling Unit inside or out to be used for, or to facilitate criminal activity including drug-related criminal activity on the Vista Cove premises.
4. Tenant or member of the household will not engage in the manufacture, sale, storage, transportation, use, possession or distribution of illegal drugs and/or drug paraphernalia at any location whether on Vista Cove premises.
5. Tenant, any member of the Tenant's household, or a guest or other person under Tenant's control shall not engage in any illegal activity including but not limited to prostitution, public drunkenness, lewd behavior, trespass by your guests if they have previously received a trespass warning, dangerous operation of a motor vehicle in the premises, disorderly conduct, street gang activity, battery, assault, discharging weapons, acts of violence or threats of violence, sexual crimes on the Vista Cove premises, or any breach of the lease agreement that otherwise jeopardizes the safety or welfare of any persons.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation of any of the provisions of this addendum shall be deemed a serious violation and material noncompliance with the Rental Agreement. It is understood and agreed that a single violation shall be good cause for termination of the Rental Agreement. Unless otherwise provided by law, PROOF OF VIOLATION SHALL NOT REQUIRE CRIMINAL CONVICTION, but shall be a preponderance of the

evidence.

7. In case of conflict between the provisions of this addendum and any other provisions of the Rental Agreement, the provisions of the addendum shall govern.

Addendum C

Vista Cove Condominiums, Inc.

Policy for Architectural Review Requests

Addendum C
ARCHITECTURAL REVIEW REQUEST FORM

From: Unit Owner: _____ Approval for Unit: _____

Mailing Address: _____

Email Address: _____ Phone: _____

A. Description of Proposed modification: _____

- a) specific color:
- b) material:
- c) material specifications:
- d) dimensions:
- e) product specifications:
- f) elevations:
- g) any additional information:

B. Does this modification impact any other unit? _____ If so, in what way?

C. Does this modification impact the external appearance of the building? _____ If so, in what manner?

D. Interior/Exterior Modification Policy

- a) All unit modification & plans must be submitted to the ARC (Architectural Review Committee) for approval prior to commencement of any work.
- b) Any modification may not change the appearance of the unit as viewed from the exterior of the unit.
- c) Any modification to an interior wall must be certified by a licensed structural contractor/engineer verifying that it is not a load bearing wall.
- d) Any proposed replacement of fogged/damaged glass – does not allow the replacement of the originally installed window/door frames.
- e) Sound Transmission separating dwelling/sleeping units shall have a sound transmission class of not less than 50 or 45 (if field tested) for airborne noise in accordance with ASTM E90.
- f) I/we acknowledge review of Policy for interior/exterior modification to unit: _____ yes _____ no

E. Lanai Enclosure Specifications

a) FRAMING:

- 1) Material shall be 6063 extruded aluminum or CPVC extruded rigid vinyl.
- 2) Material color shall match the bronze color of the existing framing of screen enclosures and window systems.

b) GLAZING:

- 1) Glass shall be of a thickness to meet all State and Local codes for Lanai enclosures and glazing square footage area.
- 2) Glass color shall be either "Clear" or "Bronze Tint".

c) SCREENING: shall be 20/20 and charcoal in color.

d) FASTENERS: shall be as required relative to saltwater applications.

e) INSTALLATION:

- 1) Permits, if required, shall be the responsibility of the contractor of record.

- 2) If a glass enclosure is to be installed, it shall be behind existing Lanai screened units and shall not hinder the function of said screens.
- 3) Doors leading from living space to Lanai shall remain in place and fully functional.

- f) Installation shall be in full compliance with all State and Local codes to ensure a structurally sound and secure system in all areas.
- g) I/we acknowledge review of Lanai Specifications: _____ yes _____ no _____ n/a

F. Unit Owner's Responsibility of Contractors Actions

- a) Contractor(s) must present a copy of the current DBPR license, liability insurance, & worker compensation insurance.
- b) Contractor(s) must obtain all applicable permits that are required by the City of St Augustine.
- c) Contractor(s) vehicles/trailers should be parked in a manner to limit of inconvenience residents.
- d) Overnight parking to be allowed by the VCCA CAM (Community Association Manager).
- e) Contractor(s) are not allowed to store material on site without approval of VCCA CAM.
- f) Correction of any Contractor(s) damage to any element of Vista Cove is the responsibility of the unit owner.
- g) Work on units is permitted from 8:00 AM to 5:00 PM weekdays only. No work allowed on weekends or holidays, except for a documented emergency.
- h) Upon completion of the approved modification/renovation, contractor(s) are responsible for removal of all construction debris/supplies without utilizing the Vista Cove dumpsters.
- i) I/we acknowledge unit owner's responsibility of Contractor's actions: _____ yes _____ no

G. Name of construction company/supplier: _____

- a) Address: _____ Phone number: _____
- b) DBPR Florida License Number: _____ Permit number: _____
- c) POC Name: _____ Phone number: _____

H. Timeframe of approved ARC Request Forms shall be one (1) year from time of approval with extensions considered with written request and rational: acknowledged _____

I. Unit owners who are non-compliant to the provisions of the ARC Request Form or the State of Florida Statues & Building Codes can be fined by the BOD of up to \$100.00 per day for each day of non-compliance up to a \$1,000.00 cap in accordance with Florida Statue 718.303(3).

J. Signatures:

- a) Owner _____ Date: _____
- b) Contractor _____ Date: _____

Do Not Write Below This Line

To: VCCA CAM: _____ Date Received ARC: _____ Date Reviewed ARC: _____

Your application is approved/disapproved subject to the following conditions, if any:

If homeowner disagrees with ARC decision, they have 14 days to submit a written review request to the VCCA Board.

Signature: _____ Date: _____
Printed Name: _____ Title: _____

NOTE: These plans have been reviewed for the limited purpose of determining the aesthetic compatibility of the plans with the Condo Association and community in conjunction with alteration restrictions set forth in the Declaration of Condominium for Vista Cove Condominium Association. These plans are approved on a limited basis. No review has been made with respect to functionality, safety and compliance with government regulations or otherwise. Any party with respect to such matters should make no reliance on this approval. The approving authority expressly disclaims liability of any kind with respect to these plans, the review hereof or any alterations made pursuant hereto, including, but not limited to, liability for negligence or breach of express or implied warranty. Compliance with all applicable building codes is the responsibility of the contractor and the owner and not that of the Board of Directors of the Vista Cove Condominium Association.

Addendum C

CERTIFICATE OF ADOPTION

The undersigned, as President and Secretary of the Vista Cove Condominium Association Inc., do hereby certify that Addendum C of the Rules & Regulations has been adopted by the affirmative vote of at least a majority of the Board of Directors at a duly called and properly noticed meeting of the Board of Directors held on the 31st day of July, 2023



Michael C. Konopacki, President, Vista Cove Condominium Association, Inc.



Patricia C. Hutsell, Secretary, Vista Cove Condominium Association, Inc.

Addendum D

ELECTRIC VEHICLE CHARGING STATIONS IN GARAGES

1. All plans for installing an electric vehicle charging station in a garage for which a unit owner has the exclusive right to use a Limited Common Element must be submitted to the Architectural Review Committee (ARC) for approval prior to commencement of any work.

2. Unit owners must comply with all applicable provisions of Addendum C and submit a completed Architectural Review Request Form to the ARC.
718.113(8)(b) and 718.113(8)(h)(1)

3. Unit owners must:
 - a. Comply with all federal, state or local laws and regulations applicable to the installation, maintenance or removal of the electrical vehicle charging station. 718.113(8)(g)

 - b. Engage the services of an electrical contractor that is familiar with the installation and requirements of an electric vehicle charging station.
718.113(8)(h)(3)

 - c. Submit a plan with drawings and specifications detailing all wiring, wiring routes, placement of electrical boxes, and placement plus description of the electric vehicle charging station inside of the garage. 718.113(8)(h)(2)

 - d. Prove that the electric vehicle charging station will be separately metered or metered by an embedded meter and payable by the unit owner or by his or her successor. 718.113(8)(c)

 - e. Provide proof of hazard and liability insurance with a specific binder for the electric vehicle charging station. 718.113(8)(e)

 - f. Provide the Association with a certificate of insurance naming the Association as an additional insured on the owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station within 14 days of receiving the Association's installation approval or notice to provide such

certificate. 718.113(h)(4)

g. Reimburse the Association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the Association's insurance premium invoice. 718.113(8)(h)(5)

h. Assume responsibility for the cost of removal of the electric vehicle charging station if the unit owner or his or her successor decides there is no longer a need for such a charging station. 718.113(8)(f)

END