VISTA DEL LAGO
RULES AND REGULATIONS

These revised Rules and Regulations were adopted by the Board of Directors on July 20, 2020, and are subject to amendment from time to time. These were established to supplement the Association's Bylaws and Declaration which continues as the primary regulatory documents for Vista del Lago.

For the purposes of the Rules and regulations, the terms "Owner", "Homeowner", "Resident", and "Unit Owner" shall have the same meaning.

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A. CONFLICT OF INTEREST

Vista Del Lago Board members have a fiduciary duty to put the interests of the Homeowners Association first. That means that they must focus on the interests of the organization and have any personal consideration set aside. Nothing undermines a community's faith in their leadership faster than impropriety and self-dealing amongst the Board and Management members.

Conflicts of interest may arise when the personal and/or professional interests of a Board member are potentially at odds with the Association's best interests. This includes, but is not limited to, when an HOA business is being considered going to vendors owned by a Board member, his/her family, or friends. These transactions may be flat-out a disservice to our Association or they may be a great deal for Vista Del Lago. But even if those transactions do benefit our Association, they may give the appearance of wrongdoing.

A Board member, who has a conflict of interest, must disclose that conflict to all other board members at the start of the discussions of any such transactions or projects. The Board member must first disclose the subject as a potential conflict of interest and then recuse themselves from any voting with respect to that negotiation and subsequent contract award.

Individual Board members with reservations or concerns about the contract or transaction may not feel free to express them in the presence of the interested Board member; therefore, the rest of the Board may decide to discuss a contract or transaction involving an interested member without his/her presence.

B. VISTA BOARD OPEN MEETING POLICY

1. Purpose. The purpose of this document is to develop consistent rules to have effective, efficient Board meetings and to allow for open meetings to Owners and/or their legal representatives who want to observe a meeting. Under Paragraph 12(d) of your Declaration, the Board can adopt regulations for the conduct of its meetings. Board meetings are for the action of the Board. Owners are not allowed to participate, offer comments or present documents at Board meetings without prior written notice to, and consent of, the Board.
2. Notice of Meeting. Although there is no requirement to provide notice of Board meetings to Owners, reasonable attempts will be made to provide notice of Board meetings on the Association's website. These meeting dates and times may change. If an Owner wants to attend a meeting, it is recommended the Owner check the Association's website for updated time and meeting dates.
3. Requested Action Item by an Owner. If an Owner has an action item to be discussed by the Board, or added to the next meeting agenda, the same must be communicated in writing to Lakes Property Management a minimum of 48 hours prior to the meeting, after which the Board will decide whether to accept the action item for further discussion, in its sole discretion.
4. Meeting Packet and Agenda. These documents are for only Board Members.
5. Executive or Closed Session. The Board may need to go into executive or closed session to discuss items that may constitute an invasion of individual privacy, pending or expected litigation or contract negotiations, aged receivables, fines, matters falling within attorney-client privilege, issues related to the employment, promotion, discipline or dismissal of an officer or employee of the Association, or other matters as described in Wis. Stat. § 19.85. Owners and/or their legal representations are not allowed to observe during such executive or closed sessions.

6. Timed Agenda. In order to conduct the Board meetings in an efficient and timely manner, each meeting agenda has timed components.
7. Homeowner Participation Section of Meeting. The Board may, in its sole discretion, elect to designate a section in the meeting for Owner agenda topics. The Board has set a time limit of 15 minutes on the agenda for any such section of a meeting. Owners who wish to address the Board will be allocated even time within this 15minute period, or a maximum of 3 minutes per individual.
8. Minutes. Minutes of each meeting will be uploaded to the Association's website after they have been formally approved by the Board at the next Board meeting.

Video or Telecommunication Option

1. In order to protect the health and safety of the Board and fellow Owners alike, the Board has established the following additional provisions to allow Owners to attend Board meetings via videoconferencing or telephonic means.
2. The Board will state at the start of every meeting that no member of the Board consents to the recording of any of the following Board proceedings, with a record of that statement placed in the minutes.
3. All Owners and/or their legal representatives, if participation is allowed in any Homeowner Section of the meeting must do as follows:

    a. Announce yourself when you join and rejoin a meeting;
    b. Mute your phone unless you are addressing the Board;
    c. Turn off your television, radio and cellphone if it is not being used for the call;
    d. When you speak, state your first name each time unless you are the only person who called in; and,
    e. Avoid talking when other people are talking.

4. During executive or closed Session, you will be asked to disconnect from the meeting or the moderator may disconnect you from the conversation.

C. PROOF OF INSURANCE

Nothing shall be done or kept/stored in any unit or in the Common or Limited Common Area which will increase the rate of insurance on the Association, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his unit or in the common areas which will result in the cancellation of insurance on any unit or any part of the common areas, or which would be in violation of any law or ordinance.

Each Unit Owner is responsible for obtaining Condominium owner's insurance on the contents of their own unit. Each unit owner must have a minimum of 1 million dollars ($1,000,000) Liability coverage. Contact your personal insurance agent for your specific needs. Owners are required to send a certificate of insurance indicating the minimum One Million dollar liability coverage to Lakes Property Management by November 1 of each year.

Unit Owners must also ensure that hired contractors carry appropriate insurance for any work done on the Association's premises, including work done within individual units. Additional insurance requirements may be found in this document under CONSTRUCTION.

Mortgage lenders will often require proof that the Association has maintained its insurance coverage. This is accomplished by calling Lakes Property Management. If needed, the name and telephone number of the association's insurance agent can be acquired by contacting Lakes Property Management.

Insurance Deductible:

In the event of any insured loss, the Association's deductible shall be considered a maintenance expense to be paid by the person or entity (including the Association) that would be responsible for such maintenance under the Declaration, the Association's rules and regulations, and any other documents applicable to the Vista del Lago Condominium (the "Condominium") or the Association, in the absence of insurance.

If the loss is caused by the actions or inactions of a Unit Owner, including failure to turn off the Unit Owner's water supply, the Unit Owner and/or tenant shall be liable for any and all insurance deductibles as an assessment (or a fine in the case of a tenant). If more than one Unit Owner or tenant caused the loss, the Board's decision on the allocation of the liability shall be conclusive as long as the Board provided each interested party an opportunity to state its position prior to any apportionment.

In determining the allocation of the deductible(s), the Board may take into account whether or not the negligence of any person or entity contributed to the loss, even if the loss didn't originate from that Unit (e.g. a Unit Owner leaves a window open during the winter and a common element pipe freezes) and may allocate the deductible(s) based on any such negligence. Based on this rule it is strongly encouraged that Unit Owners add Supplemental Loss Assessment Coverage to any insurance policy they obtain with respect to their Units, and that Unit Owners confirm with their insurance agents and insurance companies that should any of the above occurrences arise, the Supplemental Loss Assessment Coverage will pay out.

D. ROADWAYS, PARKING AND VEHICLES

1) The speed limit at Vista is 20 MPH. Owners are responsible for informing guests of the speed limit and parking rules.
2) Owners are to park in their garages whenever possible.
3) The parking area in front of each building is for the owners and guests of that building. Overflow parking is at the tennis courts
4) Parking of boat trailers, golf carts or RV's is not allowed in Vista's parking areas. Boat trailers can be parked on a temporary basis only with prior approval from Lakes Property Management.
5) Parking in front of buildings or at the lake front is for loading and unloading purposes only and limited to 15 minutes. Golf cart parking is allowed at the lakefront.
6) Wisconsin Rules of the Road are to be observed on the roadways in Vista. Any motorized vehicle (scooter, golf carts) require a licensed driver 16 years of age or older unless accompanied by an adult.
7) All motorized vehicles (boats, watercraft, golf carts, motorbikes, motorcycles, and snowmobiles) must be registered in the name of a unit owner, an owners' immediate family, or unit renter.
8) Golf carts and motorbikes must be parked in garages or designated areas near the piers.

9) Skateboards, kick scooters (such as Razor), roller blades and other non-motorized devices (other than bicycles) are not permitted anywhere on Vista del Lago premises.

E. PETS

1) Please read Paragraph 13(f) of the Declaration for rules regarding acceptable animals and pets.
2) Pets must be kept on a leash and under control, at all times, when outside a homeowners unit including in the hallways. Pets may not be staked, tied or caged in any common area.
3) The owner of a pet must assume full liability for all damage to property or injury to people caused by their pet.
4) Barking is to be restrained at all times.
5) Dogs must be walked along the perimeter roads or outside the complex. Owners are responsible for picking up droppings of their pets and disposing of them in proper refuse containers.
6) Pets **are not allowed** in the Recreation Building or on the Tennis Courts and are not allowed on the piers except for the express purpose of boarding or exiting boats.

F. RECREATION BUILDING

1) The Recreation Building is open daily from 7 am to 12:00 pm (midnight). Sliding glass doors in pool area must be closed by 10:30 pm.
2) In the event of an emergency, dial 911 for police, fire or ambulance.
3) Two security entry cards have been issued to each unit for entry to the Recreation Building. In the event of loss, please report the incident to Lakes Property Management as soon as possible. A replacement card is available for a cost of $100.
4) Red telephone in swimming pool area is to be used for 911 emergencies.
5) Guests must be accompanied by the homeowner or a member of the homeowner's family while using the Recreation Building facilities.
6) Please observe all posted signs in the locker room and pool area. They are based on Wisconsin Department of Health Regulations.
7) Children under 14 must be accompanied by a parent or adult family member when using the Recreation Building including the pool, sauna, billiard table or ping pong table.
8) Children under 14 are not allowed in the whirlpool.
9) All persons using the pool do so at their own risk and are not to swim alone.
10) Children using diapers are not allowed to use the pool.
11) The Recreation Building is for homeowner use only and is not for rent to outside users. Homeowners desiring to use the facility for gatherings must notify Lakes Property Management for scheduling. Attendance by the Homeowner is mandatory as well as a complete clean-up. The homeowner will indemnify Vista against any loss, damage or expense including legal expenses, caused by the party.

G. TENNIS COURTS

1) Please follow the rules posted by the Tennis Courts.
2) Appropriate attire and non-marking tennis shoes are required.
3) Guests must be accompanied by the homeowner or a member of the homeowner's family.
4) No activities other than tennis, pickleball and basketball.
5) Pets are **not allowed** on the Tennis Courts at any time.

H. PIERS AND SLIPS

1) Homeowners are responsible for the purchase, maintenance, installation and removal of hoists, sideboards, benches and other personal property in their slip. Lakes Property Management provides these services at the Owner's expense. Any other contractor or person hired to perform these services must send proof of insurance to Lakes Property Management.
2) The preferred boat lift is a hydraulic boat lift that is owned by the Owner. For those Owners with electric chain hoist lifts, the boat weight limit is 4600 lbs. The use of steel chains on bare wood to hang electric hoists is not permitted. A steel hoist hanger, approved by Lakes Property Management, is required.
3) Boats shall not be occupied when the chain hoists are in operation.
4) All Homeowner-owned lifts are the Owner's responsibility and must be have a lifting capacity greater than their boat. The lifts must be installed by an independent contractor who has submitted proof of insurance to Lakes Property Management. No modification to the pier or cribs shall be permitted without the prior written consent of Lakes Property Management.
5) THE MAXIMUM LENGTH OF ANY BOAT SHALL NOT EXCEED 28 FEET, WHEN MEASURED FROM THE TIP OF THE BOW (INCLUDING ANY BOW PULPIT OR OTHER BOW EXTENSION) TO THE FURTHEST OF (I) THE REAR EDGE OF ANY SWIM PLATFORM OR OTHER STERN EXTENSION, OR (II) THE PROPELLER.
6) The cost of repairing and/or replacing any damage to the pier or cribs caused by a Homeowner, or the Homeowner's contractors, agents, tenants, guests, invitees or family members, shall be the responsibility of the Homeowner (along with any other party causing the damage).
7) Boats shall be driven directly from slips out beyond the no wake buoys at a "slow – no wake" speed. Boaters should avoid operating their boats in the swim areas, i.e. – between the piers and the swim rafts.
8) Slips shall only be leased/rented to Owners and Unit Renters (with these Rules applying to such Unit Renters as if they were "Homeowners").
9) When not in operation, boats must be lifted from the water by electric hoists with hoist hangers or hydraulic lifts.
10) Refer to the Policy on Waverunner Locations, Transfer, and Waiting List on the VDL web site/portal for the policy on Personal Watercraft.
11) The following activities are not allowed on the piers at any time:
    a. Cooking.
    b. Use of bikes, motorized scooters, bicycles, skateboards, rollerblades or golf carts.
    c. Jumping or diving from any canopies, lifts or tops of slips.
    d. Pets on the piers must be limited to getting on and off the boats. They must be leashed and controlled at all times. Dogs are not allowed to be loitering on the piers.
    e. Swimming is not allowed in the slip area or under the pier. (Only in front of the pier.)
12) Bang board carpet shall be consistent in all slip areas. Carpet color should be similar in color to the blue canopy. Contact Lakes Property Management with any questions.
13) Treated wood is not allowed on any pier system, including bang boards and benches, per Wisconsin statute. Only untreated Douglas Fir is permitted.
14) Pier stain is mandated to the color white and latex based.
15) All lifts on the small south pier must be installed every year, even if the Homeowner does not plan on using the lift for that season.
16) An Owner/Unit Renter or member of their family must accompany guests when using the piers.

I. LIMITED COMMON AREAS, PATIOS, BALCONIES & GARAGES

1) Clothes, sheets, blankets, towels or other articles shall not be hung out or exposed on any part of the common areas, facilities or limited common areas such as balconies or porches. Please become familiar with the rules regarding limited common areas, signs, maintenance, offensive activities, structural integrity, equipment storage, etc. which are detailed in Paragraph #13 of the Declaration.
2) The homeowner is responsible for the maintenance and replacement of the deck adjoining their unit plus exterior windows and sliders. Deck items include the deck floor, railings, drink rails, and any awnings adjacent to their unit including insurance for condemnation or causality. Upon replacement of any deck ice and water shield material shall be placed on the top of any deck structure beams.
3) Vista is responsible for all support beams, stairs and stair railings.
4) Balconies and decks must be stained the authorized color (Vista Brown). The floor of the deck may be left natural with an appropriate clear sealer. No new installation of deck carpeting is allowed except for Building #1 concrete decks. Any mats used on the deck are not to exceed 3' x 5', one mat per slider.
5) Owners are responsible for the interior walls, floors, electrical and door openers of their garages.
6) Open portion of the deck is not to be used for storage.
7) Owners are responsible for the interior walls, floors, electrical and door openers of their garages.
8) Vista homeowners must follow all State and City ordinances. Any fines assessed by the City of Lake Geneva or any governmental authority are the full responsibility of the unit owner in violation. Charcoal and Gas Grill Regulation per Wisconsin State Fire Ordinances: "NFPA 1-10.11.7 For other than one and two-family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose, shall be used or kindled on any balcony or under any overhanging portion or within 10 ft of any structure. Listed (by UL Labs or CSA) electrical ranges, grills, or similar electrical apparatus shall be permitted."
9) Bird feeders and other wild animal feeding are prohibited on the limited common areas, balconies, garages and common areas.
10) Flags are prohibited on the limited common areas, balconies, garages and common areas if they block the view of the lake or are objectionable to the neighbors. Specifically for buildings #2-#5 given the minimal lake view, and want to hang a flag, please be courteous and first consult with your neighbors to make sure you are not obstructing their view of the lake.
11) Chimes are prohibited on the limited common areas and balconies as they may cause unappreciated noise for neighbors.
12) Planters, flower pots or hanging plants on decks above the first floor must have drip pans or solid bottoms without openings to prevent excess water from dripping to the deck or drink rail below.

J. COMMON AREAS

1) Nothing is to be altered, constructed or removed from the common areas without prior approval of the Board.
2) Refuse is not allowed in the common areas and must be deposited in the appropriately marked dumpster. Please use garbage bags for perishable foods to reduce odors at garbage bins.
3) For safety and ecological reasons, no one is permitted on the face of the hill by the lakefront. Removing stones and/or rocks from the water runoff and landscaped areas is prohibited.
4) Keep hallways, walkways and stairwells clear of bicycles, strollers and similar items for safety and aesthetic reasons. To maintain consistency throughout the complex, if all four unit owners of a building would like to decorate the interior common space, they may do so with prior written Board approval which will include a description of the proposed decoration or artwork and signature form each of the four unit owners accepting cost responsibility for any repairs (nail holes,

repainting, etc.) necessary to restore the space. If pictures are to be hung they must be done by Lakes Property Management.

K. UNIT LEASE, SALE, USE AND ACCESS

1) A unit owner selling or leasing a unit is to give the Board 10 day's written notice prior to the sale or lease. (Paragraph 11-a of the Declaration). Signage related to the sale of a unit, such as "For Sale" or "Open House" are not allowed to be posted at the entry gate or on Vista property (Paragraph 13-b of the Declaration).
2) One Board approved lease per-Homeowner per year with any term. Maximum number of complex wide unit leases to be three (3) at any one time. No part of the property is to be used for purposes other than housing for which the property was designed. Paragraph #13 of the Declaration addresses use of units.
3) The Owner of a leased unit must provide Lakes Property Management with certain required information and secure Board permission before a unit can be leased. See the Vista del Lago Unit Owner Lease Requirements contained in the VDL website, Homeowner Section, Vista Declaration and Rules for more detail.
4) Notwithstanding anything contained herein to the contrary, the Owner of a leased unit shall have no access to or use of the common areas during the term of the lease. This includes but is not limited to the Recreation Building, Pool, Tennis Courts and Piers. The tenants of any leased unit shall be eligible to access and use the common area during the term of their lease, subject to all applicable rules and regulations and the tenants' compliance with the same (and with the tenants being deemed the "homeowners" for such purposes, as and when appropriate to the situation).
5) Lakes Property Management may enter any unit when necessary in connection with limited common area painting, maintenance, reconstruction, or any emergency.

L. UNIT WATER SHUTOFF AND WINTER OPERATIONS

1) All owners need to have a WIFI thermostat installed with a monitoring device that notifies them, Lakes Property Management, or both of a temperature drop in their unit. If they do not wish to have such units, they may hire an outside company to provide temperature and water monitoring or they may hire Lakes Property Management to provide temperature checks during the winter months at their expense.
2) All unit owners and residents (except Bldg. 1) are required to shut off the unit water supply when away from their unit for more than 72 hours and drain your pipes by operating your sink faucet for a few moments.
3) From October 1 thru April 1 all unit owners and residents must keep their thermostat at a minimum of 55 degrees Fahrenheit. Owners may want to 'winterize' their units further by installing antifreeze in toilet areas and drains.
4) Replacing a tank type water heater is recommended every 10 years. Upon replacement of the water heater, a water tray or basin with a 3 inch lip must be installed beneath the replacement water heater with a drain pipe or hose connection to the water drain in the utility area. Unit owners are encouraged to periodically inspect connecting water hoses and lines to toilets, sinks, refrigerators, dishwashers and washing machines for wear and cracks. Rubber hoses become hardened over time, particularly due to a lack of regular use. When replacing rubber or plastic hoses, it is recommended to purchase and install metal reinforced hoses which will bring additional protection against leakage and breakage.
5) Lakes Property Management will inspect all units annually in November to verify:
   a) Heat is set to a minimum of 55 degrees Fahrenheit

b) Water is shut off in the unit (except Bldg. 1)
c) Pressure relief of water supply lines (except Bldg. 1)

6) Any damage to other units due to non-compliance of the rules is the responsibility of the offending homeowner.

M. CONSTRUCTION (ARCHITECTURAL)

Any Unit Owner interested performing construction in their unit must follow the guidelines as set forth in the Declaration By-Laws and in these Rules & Regulations. For purposes of this Rule, construction does not include repairs or improvements to existing finished walls, minor plumbing repairs, minor electric repairs, cable repairs or installation, water heater replacement, replacement of HVAC, appliance repair or replacement, ceilings which not are not affecting or part of the Limited and Common Elements property. For the purposes of this Rule, construction includes:

- Remodeling of kitchens and bathrooms.
- Changes to heating and air conditioning systems.
- Changes to plumbing systems (moving or relocating plumbing lines or fixtures.)
- Changes of Electrical Systems
- Installation or changes to a fireplace
- Demolition and/or construction of interior walls
- Demolition and/or replacement of flooring
- Any project potentially affecting the structural integrity of the building
- Changes to life safety systems, utilities, etc.
- Changes to exhaust systems.
- Changes which impact on or changes to or affecting Limited and Common Elements including doors, windows, subfloors, common walls, roof, decks, plumbing, electric and cable.

Construction proposed by Unit Owners to be done within any Unit must be submitted to the Board of Directors for approval no less than thirty (30) days in advance of the start of work. Such construction approval shall not be unreasonably withheld. At that same time, the owner must submit a refundable $1000 deposit pursuant to Board review of the project. This deposit is to cover any damage done to common and limited common areas during construction. Any remaining balance from this deposit will be refunded to the owner within 30 days after notification of construction completion to Lakes Property Management. Work will not be permitted to start, and will be stopped by Lakes Property Management, if the following documents are not submitted for review and approved in writing by the Board prior to start of work:

- Plans or written work description in sufficient detail to clearly indicate the extent of construction. The Board may require plans that are prepared by an architect/engineer that is licensed in the State of Wisconsin.
- Vista del Lago standards for decks, railings and window replacements must be followed.
- Installing Hard Floor Covering: Prior to any hard surface materials (hardwood flooring, ceramic tile, laminate flooring, LVT flooring) being replaced in a unit above the first floor, the Unit Owner should present to the Board of Directors a request for approval of the modification. When installing your Hard Floor Covering, you must install an underlayment that meets or exceeds the following specification: Impact Insulation Class (IIC) rating of 65 and Sound Transmission Class (STC) of 65.

- If any walls are being removed a structural engineer (at the owners cost) must provide a structural engineering report sharing the requested modifications.
- A list of General Contractor and all Subcontractors with contact names, addresses and normal emergency and pager or cellular phone numbers.
- Standard form of Evidence of Insurance of the General Contractor and all Subcontractors listing the Unit Owners, the Association, It's Board of Directors, the Property Management and their respective Officers, Directors, Employees and Agents as additionally named insured. AT a minimum, liability coverage must be in the industry standard amount of One Million Dollars ($1,000,000) plus adequate workmen's compensation insurance.

The Board may require any Unit Owner or Resident who performs construction in a Unit without prior Board permission to remove the addition, alteration or improvement and restore the Unit to its original condition at the Unit Owners expense. If the Unit Owner or Resident fails to do so, the Board may cause such work to be "undone" and charge the Unit Owners for it. With proper notice and a violation hearing, the Board may also assess daily fines against the Unit Owners until the violation has been corrected. Attorneys' fees incurred by the Association will also be charged. Keep in mind also if construction is completed without the proper "permits" from the Village, you might not get approval when you sell your unit as the Dept. of Building Construction-Lake Geneva will not approve the condo for occupancy.

All construction work must comply with all applicable building, health and safety codes. The Association or Lakes Property Management approval of any construction plans or actual work does not mean the work complies with applicable codes. Management Agent and the Associations consulting architect or engineer, if any, retains the right to inspect all construction or renovation work throughout its process and after work is finished for compliance purposes.

Construction is permitted between the hours of 7:00 a.m. and 5:00 p.m. on weekdays. Work will also be allowed on Saturdays from October 1st through May 15th between the hours of 10:00 a.m. and 4:00 p.m. otherwise, no work is to be done on weekends and/or holidays. There is no major construction/remodeling allowed between May 15th and October 15th with the exception of a major remodel due to catastrophic damage as agreed by management. Any garbage "dumpsters" that are needed during construction you will need to send your request to the Property Manager for Board Approval. There may be restrictions on the length of time and specific location of the Dumpster.

Materials or debris shall not be stored on decks, balconies, in common hallways or on common areas.

Unit owners are responsible for providing a spare set of keys to their workers and are solely responsible for the workers actions while on the Property. The Association and Lakes Property Management is not responsible for monitoring the Unit Owner's worker(s) on site, unless the Association has entered into a contract with the Unit Owner.

Removal of construction debris, old appliances, old cabinets, discarded carpeting or flooring from their unit is the responsibility of the Unit Owners and Residents. Unit Owners will be charged for any extra cleaning of the common areas and for any additional scavenger expenses necessitated by such construction.

Any damage to the Association's common or limited common elements or to other Units in the building caused by any construction or renovation work being done shall be repaired at the expense of the Unit Owner causing the damage.

N. DECK COATINGS

Sanding and / or application of approved deck coatings is approved between May 15th and October 15th (due to possible wet Spring months) with the following rules:

1) Homeowner is required to schedule deck sanding and staining with Lakes Management and is (for the protection of all common and limited common areas) required to submit a refundable $500.00 security deposit.
2) Lakes Management will contact any lower unit Homeowner for an agreeable schedule.
3) Deck sanding and staining allowed Monday through Thursday ONLY. Regular contractor hours apply.
4) Homeowner / Contractor is responsible for protecting all limited common areas during the work. This includes covering all lower unit furniture, plants, flowers and personal other items.
5) Homeowner / Contractor is required to fully clean all common or limited common areas upon completion.

O. PROPERTY MANAGEMENT

1) Lakes Property Management reports directly to the Board. Their staff follows a work schedule developed by the Board.
2) Homeowner requests regarding common or limited common area projects must be directed to the Director of Buildings/Grounds for prioritization and scheduling.
3) Lakes Property Management is available to assist homeowners in case of an emergency. Any work done for a specific unit is the responsibility of the Unit Owner and will be invoiced directly to the owner.
4) Lakes Property Management has access to all units in the event of an emergency. It is the responsibility of the Unit Owner to provide them a key to their Unit.

P. FIREWORKS

Fireworks are not allowed on property. It is against the "Rules & Regulations" to either sell, use, keep, discharge or explode fireworks of any kind Vista del Lago Property including but not limited to: Firecrackers, sparklers, bottle rockets, Cherry Bombs, M-80's, Roman Candles. Basically, any firework containing a flammable or explosive compound.

Q. SIGNAGE

1) Residents are prohibited from posting notices, signs or advertisements in the common areas or limited common areas of the building.
2) Signs may not be attached to the exterior of the building or placed in any window. This includes "for sale", "for rent" or any other signs.

R. DIRECTORY

Lakes Property Management will maintain a directory of addresses and phone numbers where Homeowners can be reached in case of emergency. Additionally, they will add it to the Homeowner Section of the Vista website.

S. FIRE PIT

1) Children under 18 must be accompanied by an adult and are prohibited from operating the fire pit
2) Horseplay is not permitted around the fire pit
3) Only wood supplied by Vista del Lago is allowed to be burned in the fire pit
4) Fires will be a maximum of 4 logs
5) Use only fire starter mini logs. Flammable liquids are prohibited.
6) Screen must be closed at all times during use except to add logs.
7) Cooking of any kind is not permitted
8) Do not throw debris of any kind into the fire pit
9) All state and local fire codes will be enforced
10) Do not use water to extinguish the fire except in an emergency.
11) Make sure the screen is closed when leaving. Unused logs must be returned.
12) Use of the fire pit is at your own risk.
13) No logs may be added to the fire after 10:30pm
14) Please be considerate of your neighbors in using the fire pit area

T. DISTURBANCES

All Unit Owners and Residents and guests have a right to the quiet and peaceful enjoyment of their units. Any sustained noise that can be heard in adjoining units will be considered a disturbance. The board retains the authority to fine the unit owner of the offended in unit as described below.

Unit Owners and residents who have a complaint are encouraged to contact the offending Unit Owners or Residents and advise him or her of the problem before filing a written complaint with the Management Agent. If you know the unit is being "rented", owners are to contact the property management company and file a formal complaint. If a formal complaint is filed with Lakes Property Management, a record of that 'complaint' will be recorded; the unit owner will be notified and be fined. Pictures or video's from your cell phone of these disturbances or rules violations are not required by help tremendously in supporting your complaint.

No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

Unit Owners and Residents are encouraged to call the police department in case of disturbances when the Management Office is closed or if potential health, safety and fire hazard exist.

U. ENFORCEMENT POLICY

1) The terms used herein shall have the same meaning as set forth in the Declaration. As used herein, "Governing Documents" shall refer to the Declaration, By-Laws and the Rules and

Regulations adopted by the Association.

2) Unless the Board, through the Property Manager, or otherwise is notified of violations by Owners and/or residents that witness them, the provisions cannot be enforced hereunder. While the Board is charged with the enforcement of the Governing Documents, they do not serve as a police department or referee between disputing Homeowners, and therefore, each resident's cooperation and participation is encouraged.

3) Written Warnings and Notices of Violation are issued by Lakes Property Management, or persons authorized by the Board to do so, to the Owner that has allegedly committed a violation of the Governing Documents or whose family members, tenants, guest, invitees or pets have allegedly committed a violation, when one of the following occurs:

   a. The Association receives a Witness Violation Complaint. A sample Complaint form is attached as Exhibit A.
   b. The Association receives a letter of complaint which includes; 1) the name, address and phone number of the complaining witness, 2) the Owner's name and/or address where the alleged violating person resides, and 3) the specific details or description of the violation including date, time and location where it was alleged to have occurred. No anonymous statement will be considered.
   c. A Board Member or Lakes Property Management issues a witness statement based on his or her own observations.

4) Written Warnings

Written Warnings for the first offense of a particular rule will be sent by regular mail or e-mail to the Owner at the address or URL on record with the Property Manager for the Owner. The Written Warning shall include specifics of the alleged violation as well as steps that must be taken to rectify the situation and/or the consequences of subsequent violations of that rule, including the right of the Owner to request a hearing. A request for a hearing with respect to a Written Warning must be made in writing by regular mail or email to the Association's Property Manager within 10 business days after receipt of the Written Warning. The Written Warning shall be considered to have been received on the third day from the date it was mailed absent proof or acknowledgement of earlier receipt.

5) Notice of Violation

If a subsequent complaint is received alleging a violation of the same rule to which a prior Written Warning was issued within one year of that Written Warning or if the steps to rectify the violation outlined in the Written Warning have not been taken, a Notice of Violation will be sent by U.S. Postal Service regular and certified mail, return receipt requested, to the Owner after the Board or Property Manager has been notified of the alleged violation or lack of compliance. The Notice of Violation shall include the specifics of the alleged violation along with the proposed amount of any fine the Board determines to be imposed by default unless a hearing is requested in writing within 10 business days after receipt of the Notice of Violation. The Notice of Violation shall be considered to have been received on the later of (a) three days from the date it was mailed or (b) the date reflected on the "return receipt" or "green card."

6) Hearings

The request for a hearing shall be sent to the Board of Directors at the address of the management office. When the recipient of a Written Warning or Notice of Violation timely requests a hearing, that Owner will be sent a written notice informing him or her of the time and place where the Board of Directors or its duly authorized committee will conduct a hearing to review the complaint. Such hearing shall be held on the grounds of the Association on a date no later than the next scheduled Board meeting or at a time mutually agreeable between the parties. At that designated time, the recipient of a Written Warning and/or Notice of Violation will have the opportunity to present any evidence, testimony or other information related to the claimed violation and may be represented by an attorney at such hearing. All hearings scheduled pursuant to such a request will proceed with or without the presence of the requesting Owner. The person signing the Witness Statement Alleging Violation must be present or the complaint will be dismissed and cannot be brought again for the same violation at the same time and place. The decision of the Board or its duly authorized committee shall be rendered in writing after the hearing and such decision shall be binding upon all parties.

7) Fines

a. Violation of Governing Documents

Where a violation or non-compliance is established pursuant to the procedures set forth above, the following actions may be taken:

1. A fine may be imposed by the Board in an amount that is reasonable and justified by the violation in the judgment of the Board. In addition, for each day that the violation occurs or exists after the Board has rendered its decision, a fine not to exceed TWENTY FIVE DOLLARS ($25.00) per day may be assessed.
2. The Board reserves the right to reduce or rescind any fine imposed upon the Owner meeting such conditions as may be set by the Board within the time Period set by the Board.

b. Architectural (Construction) Violations

Architectural restrictions may be found in Section 15 of the By-laws and Section M (Construction/Architectural) of the Rules and Regulations of Vista del Lago Condominium.

The Board has determined that the following fines are reasonable and justified for the following construction-related architectural violations:

1. Should a Unit Owner: (a) commence construction of any structural addition, alteration, or improvement of a Unit, (b) affix anything to the exterior of a Unit, or (c) commence the erection or construction of anything over, upon, under, or within the common elements of the Condominium without prior written approval of the Board shall result in a fine **in an amount that is reasonable and justified by the violation in the judgment of the Board.**
2. Any addition or alteration to a Dwelling Unit that is not in compliance with the Architectural Guidelines will result in a **in an amount that is reasonable and justified by the violation in the judgment of the Board.**

3. Be advised that the above-specified fines may be imposed in place of or in addition to any other action or remedy for which the Declaration provides, which provisions cannot be altered or superseded hereby.

8) Litigation

a. As specified in the Declaration, and without limiting the remedies provided therein, the Board may file an action at law or in equity to seek redress from, restrain and/or enjoin a violation of the Governing Documents by any offending Owner(s). In addition, the Association, through its Board of Directors, retains the authority to terminate the right of a person to ownership of a unit in the Condominium pursuant to Section 14 of the Declaration of Unit Ownership for Vista del Lago.

b. If a fine imposed against an Owner pursuant to the procedures set forth in Sections 3 through 7 above remains unpaid or the violation remains uncured for sixty days following imposition of the fine, the Board shall forward the matter to the Association's attorney to seek redress in court. However, in cases where the Board has found that it would be impossible or impracticable for the offending Owner to bring his or her Dwelling unit into compliance within the sixty (60) day period, that period shall be extended for a time period to be determined by the Board. The Board's exercise of its discretion under this section shall be based on the nature, severity and timing of the violation and the circumstances involved in remedying the violation. Notwithstanding the procedures set forth herein above, the Board may immediately commence an action in any court of lawful jurisdiction: (a) to abate, correct, or terminate a condition which is unlawful or which violates a term, condition, or provision of the Governing Documents, or (b) to enjoin the conduct of a unit owner which is unlawful or violates a term, condition, or provision of the Governing Documents; provided that the Board reasonably determines, in its sole discretion, such condition or conduct poses an unreasonable health or safety hazard to any other person, or has resulted, or will likely result in damage to the units or the common elements. In the event, that the Board elects to commence legal action pursuant to this provision, the Board will attempt to personally contact the unit owner(s) in an effort to end the violation or terminate the condition. Additionally, not withstanding, anything to the contrary set forth herein and without limiting the remedies provided in the Declaration, the Board shall have the discretion to file a lawsuit without first going through the fining procedure set forth herein, where, in the sole judgment of the Board, a violation poses an unreasonable hazard to health and or safety of any person or property.

c. Any and all expenses incurred by the Association in any action under this Section 8, including but not limited to court costs, attorney fees, and expert witness fees shall be charged back to the account of the offending owner and shall be collectable by the Association to the same extent as any Community Assessment, Special Assessment and/or Charge.

The above Rules and Regulations are intended to compliment and not supersede the Condominium Documents, or municipal, county or state regulations.

Vista del Lago Board of Directors