

Valencia Isles Homeowners Association, Inc.

Rules & Regulations

Amended: August 28, 2025

Table of Contents

I. GENERAL	6
A. INTRODUCTION	6
B. ABBREVIATIONS and DEFINITIONS	6
C. TERMINOLOGY	7
D. ASSOCIATION MEETINGS	9
II. ADDITIONS AND ALTERATIONS	10
A. GENERAL RULES and GUIDELINES	10
B. ADDITIONAL GUIDELINES for Additions & Alterations	12
1. Painting	12
2. Roofs	13
3. Basketball Hoops	13
4. Temporary Structures	13
5. Antennae	13
6. Driveways	13
7. Outdoor Furniture	13
8. Screen Enclosures	13
9. Awnings	13
10. Construction Hours	14
11. Landscape Changes	14
12. Alterations to Drainage	14
C. FENCES	14
III. MAINTENANCE AND APPEARANCE	15
A. General	15
B. Personal Property	16
C. Storage Pods	16
D. Hurricane Season Preparation	16

E. Hurricane Shutters	16
F. Window Décor	17
G. Clotheslines	17
H. Signs.....	17
I. Holiday Decorations	17
IV. TRASH & OTHER MATERIALS	17
V. ANIMALS AND PETS.....	18
VI. PARKING AND VEHICULAR RESTRICTIONS	20
A. REGULATIONS	20
B. BICYCLE/CYCLE RULES	21
C. PARKING VIOLATIONS ENFORCEMENT	22
D. ISSUING and ACTIVATING ENTRY GATE RF DEVICES.....	23
VII. USE AND ENJOYMENT OF LAKES	24
VIII. LEASING OF HOMES	25
IX. USE OF CLUBHOUSE & RECREATION AREAS	27
A. CLUBHOUSE USE – GENERAL	27
1. Hours of Operation	27
2. Cell Phones	27
3. Age Restrictions	27
4. Prohibited Use.....	27
5. Smoking Prohibition.....	27
6. Attire.....	28
7. Personal Property	28
8. Audio/Video Equipment.....	28
9. Care of Building and Property	29
10. Relationship with Management Personnel	29

11. Bulletin Boards, Notices, etc.	29
12. Other Restrictions.....	30
13. Board Authorizations.....	30
14. Records Requests.....	30
B. RULES FOR SPONSORED FUNCTIONS	31
C. EVENT SCHEDULING PROCESS.....	32
D. RULES FOR HEALTH CLUB (Gym) and AEROBICS CENTER.....	33
I. <i>HEALTH CLUB</i>	33
1. Resident Preference	33
2. Courtesy	33
3. Time Limits	33
4. Cleanliness	33
5. Age Restrictions	33
6. Proper Attire	34
7. Equipment Use.....	34
8. TV/Audio/Cell Phones.....	34
9. Signs, Etc.....	34
10. Prohibitions	34
11. Personal Trainers.....	34
12. Health Clearance	34
II. <i>AEROBICS ROOM</i>	34
E. USE OF ARTS AND CRAFTS ROOM	35
F. UTILIZATION OF THE LOBBY AND HALLWAYS	35
G. CARD and GAME PLAYING RULES	35
1. Non Overnight Guest Rules	35
2. Additional Restrictions	36
H. USE OF BILLIARDS ROOM	37
I. USE OF PING PONG TABLE	37
J. USE OF TELEVISIONS WITHIN A VIHOA Facility	37

K. RULES FOR USE OF SWIMMING POOLS	37
L. RISK DISCLAIMER	39
M. VIHOA CLUBS, CHARITIES & OTHER ORGANIZATIONS.....	39
N. Use of the Grand Hall (GH) Kitchen.....	40
X. TENNIS COURT RULES	40
A. GENERAL	40
B. COURT USE/RESERVATION OF COURT	41
C. SPECIFIC COURT USE	42
XI. PICKLEBALL COURT RULES	43
A. ATTIRE	43
B. COURT IDENTIFICATION	43
C. PRIME TIME	43
D. PRIME TIME OPEN PLAY	43
E. RESERVED PLAY	43
F. SPECIAL EVENTS	43
XII. SHUFFLEBOARD COURT RULES	44
XIII. SOLICITATIONS	44
XIV. VIOLATION ENFORCEMENT AND APPEALS PROCESS	44
A. ACC VIOLATIONS	44
B. NON ACC VIOLATIONS	44
XV. HEARING PANEL	46
XVI. FINES AND OTHER PENALTIES	46
A. Parking Violation Fines	47

B. Card and Game Playing Rule Violation Fines	47
C. Code of Conduct Violation fines	48
D. Leasing of Homes Violation Fines	48
E. Pet Related Violations	48
F. Fines for All Other Violations Not Set Forth Above	49
G. Board Discretion.....	49
FORMS	50
ACCEPTANCE OF RULES AND REGULATIONS.....	51
NOTICE OF VIOLATION	52
HEARING REQUEST FORM.....	53
VENDOR LIABILITY RELEASE FORM	54
VI FACILITY RESERVATION AGREEMENT	55
EVENT A/V REQUIREMENTS	57
GRAND HALL SETUP.....	58

I. GENERAL

A. INTRODUCTION

The Valencia Isles Homeowners Association (VIHOA) Rules and Regulations are designed for the mutual benefit of all Homeowners. They shall apply to and be binding upon all Homeowners, Residents and any party whom a Homeowner or Resident shall authorize to enter the Valencia Isles property. The Homeowner may be held accountable for all fines and penalties resulting from violations by their Residents, guests and vendors.

All references herein to Governmental Agencies and Statutes shall include all amendments thereto as may be promulgated from time to time.

The Property Manager is empowered by the Board to identify violations and initiate violation notices and fines. To this end, the Property Manager or his/her designee may request:

- Any Resident within Valencia Isles common property to display their Valencia Isles ID pass or
- Any non-Resident to display other identification.

B. ABBREVIATIONS and DEFINITIONS

1. **VI**, which is Valencia Isles abbreviated, as used in this document represents the full physical plat and its Improvements of the development known as Valencia Isles in Boynton Beach, Florida.
2. **Homeowner** refers to those entities whose name(s) appears on the registered deed for a lot in VI. Homeowner is also referred to as "Owner" or "Member" in other of the VIHOA Governing Documents.
3. **Domestic Partner**, for purposes of this document, is an Adult person in a legal or personal relationship with a VIHOA Resident, with whom they live in VI and share a common domestic life but are neither joined by marriage nor a civil union.
4. **Resident**
 - a. Homeowners who have not leased their house in VI, and their immediate family or domestic partner living with them in VI.
 - b. The primary beneficiaries of a VI home that is owned by a trust.
 - c. Primary occupant named by a legal entity (other than a trust) which owns a home in VI and their immediate family or domestic partner living with them in VI
 - d. Lessees/tenants and their immediate family or domestic partner living with them in VI.
5. **VIHOA** is used in this document to represent the association of all Homeowners in VI.
6. **Board** represents the VIHOA Board of Directors.
7. **Property Management Company** refers to an external organization which provides, as its employees, the Property Manager and the Property Manager's staff.

8. **Property Manager** is the VIHOA engaged, onsite, manager of all VIHOA facilities, and property.
9. **Governing Documents**, as used in this document, encompasses the following VIHOA documents:
 - a. Articles of Incorporation
 - b. Declaration of Covenants, Conditions, Restrictions and Easements (**Declaration**)
 - c. Bylaws
 - d. Architectural Control Committee Guidelines and Community Standards
 - e. Rules and Regulations
10. **Adult** is defined as a physically and mentally competent person who is twenty-one (21) years of age or older.
11. **Season** refer to the busy winter time period starting November 1st and ending April 30th.

C. TERMINOLOGY

1. **Responsibility** – With respect to compliance with the Governing Documents, including these Rules and Regulations, a Homeowner will be held responsible for the actions of their family members, guests, tenants, contractors and other persons for whom he/she is responsible, as well as for the actions of persons over whom he/she exercises control and supervision.

Each Resident must provide, and keep current within thirty (30) days of any change, information regarding those persons in residence at their home including:

 - a. Names
 - b. relationship to Homeowner or primary Resident
 - c. dates of birth
 - d. license plate numbers of registered vehicles
2. **Observance of Laws** – All applicable laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction relating to VI or any home shall be corrected by, and at the expense of, the responsible Homeowner and, as appropriate, the violator.
3. **Improper Use** – No improper, hazardous or unlawful use (such as the setting off of fireworks, storage of highly flammable material or explosives) shall be made in VI or on any home or lot. As an exception, propane containers for use with BBQs/outdoor grills, electric generators, patio heaters and fire pits may be stored outside the home in the rear. All laws, zoning ordinances and regulations, with respect to hazardous materials, of all governmental bodies having jurisdiction and all VIHOA Rules shall be observed.
4. **Nuisance** – Nothing shall be done within VI or within or outside a home which interferes with the peaceful enjoyment and possession or proper use of other homes or the surrounding areas. No activity is permitted which tends to cause any embarrassment, discomfort, unreasonable annoyance or nuisance to any Resident or guests who are using any portion of VI.

5. **Code of Conduct** – In addition to other disciplinary actions, fines (as outlined in the Fines and Other Penalties section) may be imposed on any resident committing personal oral or written attacks to the HOA Property Management Office staff, Board, vendors, or other residents. This includes the use of abusive, harassing, or threatening spoken or written language.
6. **Disturbance** – No loud noises or noxious odors shall be permitted. None of the following shall be located, used or placed on any lot or inside any home, or exposed to other Residents without the prior written approval of the Board:
 - a. horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes),
 - b. noisy vehicles, power equipment or off-road motor vehicles,
 - c. any items which may unreasonably interfere with television, internet or radio reception.

Residents shall not operate radios, television, musical instruments or any other noise producing items which are:

- a. When at home, plainly audible for a distance of 50 feet or more from the property line of their home,
 - b. Audible to others anywhere in VI common buildings or at VI amenities,
 - c. Elsewhere within VI, at a volume no louder than 55 decibels.
7. **Violations & Enforcement** – Violations of any of the Governing Documents including these Rules and Regulations shall be immediately reported to the Property Manager and shall subject the responsible owner and/or violator to any and all remedies available to the VIHOA.
8. **Conflicts with Other Documents and Waivers** – It is not intended that the Rules & Regulations shall amend any other Governing Document. In the case of any apparent conflict between these Rules and Regulations and other Governing Documents, the provisions of the latter shall govern.
9. **Amendments** – The Board reserves the right to amend, clarify or add to these Rules & Regulations at any time, by majority vote of the Board.
10. **Member in Good Standing** – To be considered a Member in Good Standing of the VIHOA, a Homeowner will not be over 90 days in arrears in all payments due for maintenance fees, assessments, other fees and fines, and will be in compliance with any decisions by the Hearing Panel. If a Homeowner is delinquent in payments or fails to comply with Hearing Panel or Board decisions, issued after appropriate hearings, the Board may withhold use of some or all common facilities or amenities including Resident gate access to VI and all other remedies allowed by statute or law.
11. **Identification** – When in VI, all Residents must carry their Valencia Isles ID with them at all times. Guests using VI facilities or amenities must carry photo identification.
12. **Exceptions** – As to any and all Rules requiring adult supervision, if a Resident believes such Resident is entitled to an exception to these Rules & Regulations, the Resident

must provide written request for an exception to the Board together with reliable documentation supporting the request. Any exception to these Rules & Regulations shall only be effective if given in writing upon approval of the Board.

13. **Supervision** – In addition to regulations set forth herein concerning the use of facilities by children under twelve (12) years of age, the Board recommends that children twelve (12) to sixteen (16) years of age be accompanied and supervised by an adult while using any of the Association's facilities.

D. ASSOCIATION MEETINGS

1. Video and voice recording

In compliance with the Florida Statutes regarding Rules on Videotaping, the Valencia Isles Homeowners Association permits any Resident to voice record or video record meetings of the Board of Directors, committee meetings, and/or Member meetings, subject to the following restrictions:

1. Members may only utilize audio and video equipment and devices which do not produce distracting sound or light emissions, and which such use does not commit a nuisance of any kind.
2. Video equipment, requiring setup, shall be assembled and placed in position at least fifteen (15) minutes in advance of the commencement of the meeting. The video/voice recording equipment location shall be determined by the Board of Directors prior to such time. If a location is not selected or identified, then video equipment may be placed not closer than thirty (30) feet from the Board of Directors table or dais.
3. Video/voice recording shall not be permitted closer than thirty (30) feet from the Board of Directors table or dais.
4. Any Resident video or voice recording a meeting shall not be permitted to move about the meeting room with such equipment.
5. Advance notice of twenty-four (24) hours shall be given to the Board of Directors by a Resident desiring to utilize any audio or video equipment requiring set up at any meetings of the Members, the Board, or committees.
6. Any voice or video recordings taken at a meeting shall not be disseminated outside of the association other than to an owner's legal counsel or specified agent without the advance written consent of the board of directors.
7. No video or audio recordings of board and member meetings may be uploaded to ANY social media site such as, by way of example and not limitation, Facebook or Next Door, etc. under any circumstances.
8. There shall be no audio or video recordings of meetings by a third party (non-Resident) without a written request and prior approval by the Board of Directors. Approval may be

withheld from a Resident requesting to use such third party for any reason or no reason

at all, even if good cause is shown. Such decision of the Board is final and cannot be appealed.

9. Failure to abide by any of the above rules may lead, without limitation of remedy, to the imposition of fines or suspension of use rights in accordance with Article X, Section 1 of the Declaration.

II. ADDITIONS AND ALTERATIONS

Exterior **"Improvement"** includes additions, modifications, decorations or alterations to the lot or home. The term Improvement also includes, but is not limited to, such actions as landscaping, repainting (except when directed by the Board), or re-roofing.

As provided for in the Declaration, no owner shall make any Improvement to the lot or the exterior of their home without the written approval of the Architectural Control Committee (**ACC**). The ACC Guidelines provide additional information which the Homeowner must review to assure compliance with VIHOA requirements. In case of conflict between VIHOA documents these Rules and Regulations, which are subservient to the Declaration, take precedence over the ACC Guidelines.

A. GENERAL RULES and GUIDELINES

1. Requests for ACC approval of any Improvement must be submitted on the form designated for this purpose by the VIHOA which is available in the Property Manager's office.
2. All proposed exterior Improvements must be reviewed by, and have written approval from, the ACC prior to the commencement of work.
3. The ACC shall require the submission of plans and specifications, to the Property Manager, showing the materials, color, structure, dimensions and location of the proposed Improvement in sufficient details to assure compliance with any criteria established for approvals. Notwithstanding any criteria established, the ACC shall in its discretion determine whether a proposed Improvement will be in harmony with, or detrimental to, the appearance of VI. To the extent VIHOA has not adopted and published architectural guidelines and standards for one or more items approval for which is requested by a member(s), then the architectural guidelines and standards to be used by the ACC in reviewing such application for ACC approval shall be in accordance with the location, size, and appearance as then existing and properly approved within the community.
4. The ACC shall have thirty (30) days, after receipt and review at the next ACC meeting of all required material, to approve or reject a proposed Improvement. If approval or extension is not received by the end of the thirty (30) day period, the planned Improvement shall be deemed rejected. Any Homeowner who commences any project that is subject to approval by the ACC without first receiving ACC written approval will be subject to a notice of violation from the Property Manager.
5. Within thirty (30) Days of completion of any work for which approved plans are

required, the submitting party shall give written notice to the ACC Committee. Within thirty (30) days of receipt of a notice of completion, the ACC must provide the submitting party with notice of acceptance or denial as to compliance with the ACC approved plan.

6. The ACC shall adhere to the following procedures:

- a. The ACC will meet on the 3rd Friday of each month, or at other additional times as necessary.
- b. Applications must be received by Five (5) PM of first Friday of the month in order to be considered for review by the ACC that month. Applications requiring a change to the “footprint” of the house must also be submitted by this deadline.
- c. The word “**footprint**” is defined as the outline of the home including patios as shown on the original survey of the home plus any subsequent ACC approved Improvements.
- d. Any proposed Improvement must provide for a setback inside the lot property of not less than two (2) feet. As an exception, a zero lot line house does not require a setback on the zero property line side of their lot. If County or State codes or guidelines require a setback of greater than two (2) feet, then those requirements will prevail.
- e. An applicant requesting approval that requires a change in the footprint of the house must include with the application legal sized envelopes addressed to any residence adjacent to or within 200 feet of the applicant’s residence. These envelopes will be used by the ACC to mail notices to the addressees containing the nature of the application and the date of the hearing. The ACC may determine if notices are to be sent to any additional addresses.
- f. Notice of ACC Agenda:
 - i. The Property Manager’s office weekly update email to Residents, which precedes the following week’s ACC meeting, will include the known agenda of the upcoming ACC meeting.
 - ii. The ACC shall post on the VIHOA bulletin board an agenda of the upcoming meeting at least 48 hours prior to any ACC meeting.
- g. Any Homeowner or Resident attending the ACC meeting may speak for or against any application.
- h. Notice of the ACC’s decision shall be sent to the applicant and any other person who either spoke for or against the application.
- i. Should any Homeowner disagree with the ACC’s decision, such Homeowner may file an appeal of the decision within fourteen (14) days of receipt of the ACC decision, to the Board.
 - i. The Board shall consider the appeal at a regular (or special) meeting and render its decision, which decision will be deemed as final.

- ii. Alternately, the Board may determine to hold a hearing on the matter before rendering its decision. The hearing procedures are contained in the ACC Guidelines.
 - iii. Forms for filing an appeal can be obtained from the Property Manager's Office.
 - j. The applicant shall not commence any work set forth in the application during the appeal period.
7. The following shall be required by any application requiring a change in the footprint of any residence:
- a. The applicant shall provide in the application a date by which the project will be finished or the total number of days between project start to completion. Projects that are not finished by the date provided and have not received an extension from the ACC, shall be subject to a fine as specified in the **FINES AND OTHER PENALTIES** section of this document.
 - b. Any material to be used for the construction of any project shall be stored within the garage of the premises. Such material that cannot be stored in the garage must be stored outdoors, in a location designated by the ACC, for a period not to exceed fourteen (14) days. The ACC at its discretion may extend this time frame.
 - c. Any architectural plan accompanying an application shall contain a certification from the architect that such plans and materials conform in every way with the details and material of the existing structure or have been approved for use in this effort by the ACC.
8. The ACC shall employ the following minimum criteria for approval or rejection of requests.
- a. General uniformity of type and design in relation to similar Improvements and surrounding structures and approved by the ACC.
 - b. Comparability of quality of materials as used in existing Improvements within VI.
 - c. Uniformity with respect to color, pattern, size and location.
 - d. Use of approved landscape plants and materials.
9. If approved by the ACC, all construction shall be subject to the Governing Documents, ACC Guidelines and any applicable governmental laws, statutes, ordinances, rules and regulations, including obtaining all proper permits.

B. ADDITIONAL GUIDELINES for Additions & Alterations

Without limiting the criteria included in the General Rules & Guidelines in Section "A" or the requirement for prior written approval or the right of the ACC or the Board to reject certain requests, the following additional guidelines shall be considered:

1. Painting

Periodic repainting of home exteriors is provided by the HOA for all homeowners and funded

through the paint reserve fund. The painting of the exterior of the home, including exterior door, garage door, gutters and downspouts may be approved by the ACC off cycle at the homeowner's expense only if the colors and style are consistent with similar existing elements. In selecting a paint color, the homeowner must work within the approved current palettes and paint manufacturer. Home color, roof color and driveway and sidewalk paver color must be consistent to community palette. Changes of home color must be consistent with these architectural elements. The HOA periodically updates palettes. New colors are added and existing colors may be eliminated. Current palettes are available through the property manager. Gutters must be painted to match the fascia trim and downspouts painted to match the color of the body of the home.

2. Roofs

Roofs shall be barrel tiles in either low or high profile as installed, or in a style subsequently approved by the ACC and Board. Rake tile borders are permitted. Roof color must be consistent with house color palette as well as driveway and sidewalk pavers.

5. Basketball Hoops

Basketball hoops shall not be permitted on any lot.

3. Temporary Structures

No tents, trailers, shacks, pergolas or other temporary buildings or structures shall be constructed or otherwise placed on a lot.

4. Antennae

No antennae, or microwave receiving devices shall be placed or erected on any lot, home or upon any other portion of VI, except with Board approval or to the extent applicable law requires the VIHOA to permit any such device, in which event such device shall be deemed an Improvement which is subject, to the maximum extent permitted by law, to the criteria included for additions and alterations in these Rules and Regulations.

6. Driveways

Approval for the widening of driveways may be considered if the width shall be no wider than the outside width of the garage and only if finished with brick pavers of a selection, color and style consistent with the original installation. Approval for the refinishing of driveways with brick pavers may be approved only if the colors and style are consistent with the existing Improvements and the Homeowner assumes the responsibility for continued maintenance of any modification to driveway pavers on VIHOA property. Driveway pavers may only be arranged in the approved patterns attached hereto as "APPROVED DRIVEWAY PAVER PATTERNS" and incorporated herein by this reference.

7. Outdoor Furniture

- a. Outdoor furniture is permitted only in the rear yard of a lot.
- b. The placement of such furniture must not result in any interference with any neighbor's use of their lot or their view of the lake, if any, and must be moved by the Resident to accommodate landscape maintenance personnel.

8. Screen Enclosures

Approval for screen enclosures shall be limited to aluminum frame structures, which are either bronze or white, and screen meshes on the enclosure, which are standard dark colors (e.g. charcoal, bronze or black). Kick plates may be approved which are no taller than eighteen (18) inches above the patio deck. Screen materials which obscure visibility are prohibited. No enclosures shall be permitted at the front entries if the proposed structure extends beyond the face of the covered entry.

9. Awnings

Awnings shall not be attached to a home except for awnings within a screened-in area.

10. Construction Hours

Work on any Improvement must be carried out between 8 AM and 6 PM, Monday through Saturday.

11. Landscape Changes

No trees shall be removed from Lots without prior written consent of the ACC. An exception to this rule is made for the removal of dead or storm damaged tree(s) made with the approval of the Property Manager. No additional trees are permitted to be planted on the property without the prior written consent of the ACC and within County guidelines. Homeowners must only use approved hedge plant varieties.

12. Alterations to Drainage

No sod, topsoil, fills or muck shall be removed from Lots without prior written consent of the ACC. No change in the condition of the soil or the level of land shall be made which would result in any permanent change in the flow or drainage of surface water within VI or on the Lot.

C. FENCES

The following guidelines shall be considered when evaluating requests submitted to the ACC for approval of additional fences or alterations to existing ones.

1. Only certain styles of aluminum rail or PVC fences shall be approved.
2. No style of wood or chain link fence shall be approved.
3. No fence shall be approved or installed which encroaches into VIHOA property or other lots. All fences must allow a minimum of a two (2) foot setback from the lot property lines, or a greater setback if required by County code or other regulatory requirements. As an exception, a zero lot line house does not require a setback on the zero property line side of their lot.
4. No fence shall be approved which is less than four (4) feet or more than six (6) feet in height, except if required by law.
5. No fence shall be approved which is not set back a minimum of sixty (60) feet from the front property line of the lot.
6. In considering requests for fence installations, the ACC may take into consideration locations of air conditioning units, locations of garage access doors, and positions of adjacent houses.
7. No fence shall be approved which extends in front of the front corner of a neighbor's house where the two Homes are immediately adjacent to each other and where both houses face the same direction.
 - For fences installed on corner lots whose rear property line is common with the adjacent lot's side property line, a landscape hedge must be installed on the outside of the fence, within the Homeowners lot, to provide screening.
8. The Homeowner shall be responsible for the costs associated with any required removal, modification and/or replacement of any fence, even after approval by the

ACC, if the fence is erected adjacent to a lot line common with another lot.

9. All fences shall include a gate where required to provide access to the owner's neighbor for maintenance of the neighbor's zero lot line wall and roof overhang.
10. Fences shall not be used to create dog runs. A dog run is defined as a fenced or screened area where a dog is permitted to be unattended.
11. For lake lots, only aluminum rail fences shall be approved. The maximum height shall not be greater than four (4) feet. Further, in order to prevent obscuring neighbors' views of the lake, the pickets shall not be spaced closer than three (3) inches on center and shall be no thicker than one (1) inch. Additionally, no landscaping shall be installed on lake lots, which shall interfere with the view of the lake from other lake lots.
12. For lots with drainage easements, fence installation and removal agreements with Palm Beach County Utilities and approval of the ACC is required.
13. Any proposed fence which will cross a utility easement must be approved in writing by all utilities holding the easement.
14. The Homeowner shall be responsible for meeting all County requirements and criteria including, but not limited to, proper permitting and surveying for any fence, if approved by the ACC.
15. The Homeowner shall assume the responsibility of maintaining any ACC approved fence including trimming any grass or other plants from the fence.
16. In accordance with the Governing Documents, a Homeowner who elects to install a fence assumes full responsibility for maintenance of the lawn and landscaping in the portion of the lot which becomes enclosed by the fence. This maintenance includes, by way of example and not limitation, cutting of the grass, maintaining of the irrigation system, fertilization, spraying and edging and replacement of sod. There shall be no reduction in VIHOA assessments for the Homeowner in return for the maintenance obligation assumed by the Homeowner.
17. If the Homeowner removes a fence, the Homeowner will be responsible for the cost of sod and all other landscaping materials required to meet VI standards.
18. Invisible/electronic pet fences are not permitted.

III. MAINTENANCE AND APPEARANCE

A. General

Homes and lots shall be kept in good order, condition and repair and Homeowners shall promptly perform all maintenance and repair work within the home or lot which, if omitted, would adversely affect the VIHOA, other owners or VI. Maintenance obligations are more fully defined in the Declaration of Covenants, Conditions, Restrictions and Easements (**Declaration**).

B. Personal Property

The personal property of any Homeowner/Resident, other than outdoor furniture, grills, propane tanks and plants, shall be stored inside the home or garage.

C. Storage Pods

1. The Property Manager must be informed prior to the delivery of a Storage POD.
2. Storage Pods may only be placed upon the Homeowner's driveway two (2) weeks after an owner first moves into a home or when permanent window treatments are being cleaned or repaired.

D. Hurricane Season Preparation

1. Homeowners planning to be, or who in fact are, absent from their home anytime during hurricane season (June 1st through November 30th) shall:
 - a. Prepare their home and lot prior to departure by removing all furniture, potted plants and any other movable objects from the covered patio or screen enclosure area and elsewhere from the outside of the home or,
 - b. Have a designee who will be responsible for the above removal of objects.
2. The Homeowner shall identify, to the VIHOA Property Manager, contact emergency phone numbers for a firm or individual as an emergency contact, to care for the home and lot should it suffer hurricane damage.
3. If the Homeowner or their designee fails to initiate cleanup/repair of hurricane damage within forty-eight (48) hours following the end of a hurricane, the VIHOA may, at the Homeowner's expense, perform such cleanup/repair.

E. Hurricane Shutters

1. If the Federal, State, or County Government declares an emergency due to an approaching storm, or if a hurricane watch or warning is declared, residents will be permitted to put up shutters.
2. Roll-up and awning type shutters shall not be permitted on window or door openings which are surrounded by a stucco trim band, or on the front elevation of a home.
3. Removable tracks, which have been installed by the developer or approved by the ACC as part of a shutter package, shall not remain installed on the home other than during periods of a hurricane watch or warning.
4. The installation of hurricane shutters other than those provided by the developer, if applicable, shall require ACC approval. Accordion type shutters shall be opened and all other shutters shall be removed within seven (7) days after the lifting of a hurricane watch or warning period.
5. Accordion type shutters shall not be more than six and a quarter (6-1/4) inches from the stucco point of attachment. The shutter unit color will be the same color of the house or white, and a color sample will be submitted to the ACC for approval prior to

installation.

F. Window Décor

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

G. Clotheslines

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

H. Signs

1. No visible signs, with the exceptions noted below, are permitted on the property of a Homeowner, including those visible from windows, doors, etc. Exceptions are:
 - a. Home Security Protection Company – one can be placed in the ground within ten (10) feet of the front of the house, but not to interfere with lawn care
 - b. Palm Beach Fire & Rescue, “Pets Inside” label – can be attached to a front window or, with a magnet, to the front door

I. Holiday Decorations

The Board will set standards for permissible Holiday decorations on Homeowners exterior walls and lot.

IV. TRASH & OTHER MATERIALS

Trash Collection days are: (a) Tuesday for trash, grass clippings and plant materials and (b) Friday for trash and recyclables. These dates are subject to change by the County.

Failure to observe any of the following rules is a violation and subject to fines.

1. Residents must not use VIHOA dumpsters to deposit their trash.
2. For curbside pick-up, all Residents must use covered containers for household trash. Trash placed into these containers should be within plastic trash bags. Plastic lawn bags may be used in addition but only for grass clippings and plant material.
3. Household trash that is to be placed at the front of a lot in order to be collected may be placed at the curb only **after five (5:00) PM** on the evening before the scheduled day of collection, but no earlier. Any trash containers and containers for recyclable material shall be removed as soon as possible after the trash pick-up on the day of collection. In no event shall they be left outside beyond midnight of the pick-up day.
4. Currently, pickup for yard debris is Tuesday mornings. Recyclables are picked up Friday mornings. These items may be placed outside and deposited at the curb only **after five (5:00) PM** on the evening before the scheduled day of collection.

5. Bulk trash may be deposited at the curb only **after five (5:00) PM** on the evening before the scheduled day of collection. Alternately, a pickup reservation made by the Resident with the waste pickup vendor may be deposited at the curb **after five (5:00) PM** on the evening preceding the reserved day of pickup.
6. Trash and pet waste containers must be maintained to eliminate or minimize offensive odors, insects and rodents.
7. No stripped-down vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse or trash shall be stored or allowed to accumulate or be visible on any VI property including the Homeowner's lot.
8. As needed, Residents shall regularly pick up all trash around their homes and lot.

V. ANIMALS AND PETS

1. Pets that show a dangerous propensity, as defined by 2014 Florida Statute 767.11, either against other pets or persons must be removed from VI on a permanent basis within twenty-four (24) hours after notice by the Board, unless the Board, in its sole discretion, sets a longer period for compliance.
2. Ordinary house pets are permitted, subject to the guidelines contained herein. Ordinary house pets shall include dogs except American Staffordshire Terriers (pit bulls), cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, domesticated rabbits and pets normally maintained in a terrarium or aquarium.
3. Notwithstanding the foregoing, breeding of any animals or pets, including ordinary house pets, or any other keeping of pets for any commercial purpose whatsoever within VI is prohibited.
4. Unusual pets shall not be kept, raised, bred or maintained on any portion of VI including the home, lot and VIHOA property. Unusual pets shall include, by way of example and not limitation, those animals not generally maintained as pets, such as poultry, livestock, horses, reptiles, anthropoids, felines other than cats, canines other than dogs, rodents, birds and other creatures other than those listed in item 2 above, or not maintained in a terrarium or aquarium.
5. Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Each Resident who determines to keep a pet agrees to indemnify the VIHOA and hold the VIHOA harmless against any loss or liability of any kind or character whatsoever arising from or growing out of their having any animal in VI.
 - Pets shall not be left unattended outside of the home nor be kept tied up outside of a home or in any covered or screened porch, patio or other enclosure.
6. All dogs and cats shall be on a leash (no longer than 12 feet in length,) whether walked or carried, and shall be fully controlled by their owner at all times when outside the home or outside of a screened/fenced-in area, including common open areas. The leash must be held by the person responsible for walking the dog at all times when outside the home or outside of a screened/fenced-in area, including common open areas

- Walking pets in recreational areas is not permitted at any time, and no pet may be brought into a common building or pool area. Pets must be curbed (by swales) at all times.
- 7, Any solid animal waste shall be immediately picked up and removed. Animal waste must not be dropped into storm drains, VIHOA trash baskets, or any place other than stored in a covered container and kept in the Resident's garage until trash pickup days.
 8. All pets shall have and display, as appropriate, evidence of all government or regulatory required registrations as well as the name and address of its owners.
 - a. All Resident pets must be registered (pet's name, breed and owner's name/address) with the Property Manager using a form provided by the Property Manager.
 - b. If a Resident is pet sitting for an animal for more than seven (7) consecutive days, the pet must be registered with the Property Manager.
 - c. Residents must have their pets currently inoculated based on standard veterinary recommendations.
 9. Every female animal, while in heat, shall be restrained/restricted by its owner in such a manner that she shall not be in contact with another animal nor create a nuisance by attracting other animals.
 10. If it should be determined by the Property Manager that any pet has become a nuisance, the owner of the pet shall correct the problem or remove the pet from VI.
 11. No Resident or guest shall inflict or cause cruelty upon or in connection with any pet.
 12. Residents may keep no more than a combined total of three (3) dogs and cats. An exception to this rule is made for any Resident having more than the above mentioned three (3) pets prior to this rule dated **8/8/2016**. In the case when a Resident has more than three (3) pets prior to this rule, the Resident may not replace pets, if such replacement would exceed the three (3) pet limitation, upon the demise or transfer of a current pet.
 13. No animals shall be permitted in the clubhouse, or any other common area building, except Service Dogs which have been registered with the Property Manager.

Below are significant 2015 changes to Florida Statute 720 regarding Service Dogs:

- a. Changes largely address "places of public accommodation" like business and public transportation, which are typically not associations because associations typically do not allow use of facilities by the public.
- b. The Statute provides that the crime-deterrent effect of an animal's presence and the provision of emotional support, well-being, comfort, or companionship **do not** constitute work or tasks for purposes of determining whether an animal is a "service animal."
- c. **A "service animal" must be under the control of its handler and must have a harness, leash, or other tether,** unless such device cannot be used by the handler because of the handler's disability or because the device would interfere with the service animal doing its work, in which case the service animal must be

under control by voice, signals or other effective means.

- d. A person who knowingly and willfully misrepresents himself as being qualified to use a “service animal” can be guilty of a misdemeanor offense.

14. The feeding or maintaining of any wildlife, stray animals, or animals not specifically authorized to be kept under this Section, is prohibited.

VI. PARKING AND VEHICULAR RESTRICTIONS

A. REGULATIONS

1. Resident and visitor vehicles should be parked in the Homeowner’s garage or on their driveway. Parking on the street is only permitted on the side of the street, where the house numbers correspond with an odd/even month; i.e., January is odd and February is even. As an exception, parking on the perimeter of a cul de sac is permitted every month.
2. In no event shall parking be permitted by Residents, guests or vendors:
 - a. that endangers, impedes or obstructs vehicular traffic,
 - b. that obstructs sidewalks,
 - c. that is positioned in such a manner as to impede or prevent ready ingress or egress to another Resident’s driveway,
 - d. that inhibits mail delivery,
 - e. on any grass area, except at the section designed at the Sports Park on Tuesday and Thursday mornings and whenever there is a clinic or tournament. No parking shall be allowed on the street.
 - f. in the open space in the center of cul de sacs,
 - g. that occupies more than 1 parking spot in a VI parking lot,
 - h. which obscures, from the roadway or parking lot, the view of the rear license plate,
 - i. in front of the clubhouse entry,
 - j. within 20 feet of a corner or a stop sign.
3. No standing is permitted:
 - a. in front of the clubhouse entry,
 - b. within 20 feet of a corner or a stop sign.
4. Overnight (1 AM – 7 AM), vehicles not parked in a garage are to be parked in the driveway of the Resident. If a driveway is unavailable, permission must be obtained from the Property Manager to park, with a VI pass visible on the dashboard, either:
 - a. in accordance with the same alternate side rule as described in #1 above, or
 - b. overnight in a common facility parking lot.
5. On Clubhouse grounds, parking is permitted on the inbound right (South) side of the

access roads only. All violators may be towed at the owner's expense.

6. Overnight parking of commercial vehicles or vehicles bearing/displaying advertising is not permitted unless within the garage of the home and with the garage door closed.
7. Trailers, motor homes, boats and recreational vehicles shall not be parked in VI unless at a parking lot with the written consent of the Property Manager and with a VI pass visible on the dashboard. All such vehicle engines must be turned off at all times when parked.
 - a. No covered vehicles shall be allowed to be parked in driveways and/or common areas.
 - b. Vehicles without license plates shall not be allowed to be parked in driveways and/or common areas.
8. No repairs of vehicles shall be made within VI unless the repairs take less than twenty-four hours. The only exceptions shall be:
 - a. emergency repairs,
 - b. repairs made within the garage of the home and with the garage door closed, except when the engine is running.
9. Disposal of drained automotive fluids is not allowed within VI.
10. Vehicles that cannot operate under their own power, or unregistered vehicles, which remain within VI for more than seventy-two hours may be towed at the vehicle owner's expense, unless parked inside the Resident's garage.
11. Car washing shall be permitted only on a Resident's driveway.
12. The operation of golf carts, motorized scooters, go-carts and other motorized transportation vehicles/devices not able to be licensed or registered, is prohibited except for:
 - a. bicycles and tricycles with electric motors,
 - b. the transportation of disabled persons (with Board approval) or for Board authorized purposes.
13. VI Permit Only Parking permits are issued only to Residents using vehicles with side vehicle handicap lifts or ramps.
14. No vehicle shall park in spaces designated as VI Permit Only without displaying a VI permit.

B. BICYCLE/CYCLE RULES

Except where specifically noted, the term "bicycle" includes unicycles, bicycles, tricycles and four (4) wheel bikes.

- a. Lights and/or reflectors must be attached to the front and back of bicycles if they are to be used after dusk or before dawn. It is required that a mirror and an audible alert device be attached to the bicycle for added safety.

- b. On the roadway, pedal and motorized bi/tricycles must move in the direction of traffic and keep to the extreme right. All government laws pertaining to bicycling must be obeyed.
- c. On the walking paths or sidewalks, those using any bicycles, skates, hover boards, skateboards or similar devices:
 - i. Must always yield to pedestrian right of way and audibly alert any pedestrians as they approach pedestrians.
 - ii. Must ride in a single file and, if posted, on the side and direction of the walking paths reserved for these devices,
 - iii. Must observe the speed limit of ten (10) miles per hour
 - iv. Are required to dismount and walk their devices in any section of the walking paths that are posted as, "WALK ONLY".

C. PARKING VIOLATIONS ENFORCEMENT

In addition to the requirements contained in the VIOLATION ENFORCEMENT and APPEALS PROCESS section, the following applies to vehicle violation enforcement.

1. Violations by vehicles visiting Valencia Isles are the responsibility of the Homeowner being visited even if the home is tenant occupied.
2. Upon entry, the Security Contractor will record the license plate of all visiting vehicles and the identifying number of the Homeowner being visited.
3. In the event of a violation by a vehicle that cannot be identified as belonging to a Resident nor to an identifiable visitor to a Resident the Security Contractor, or other appropriate party, will be requested to obtain the registration data from the Motor Vehicle Department. The Homeowner responsible for the violating vehicle will be fined the cost of obtaining that data in addition to the fines and penalties for the violation.
4. If such a vehicle is identified as belonging to a vendor or service provider, the Property Manager will notify the vendor, by mail, of the infraction and the possible penalties should the violation reoccur.
 - a. If the offending vehicle is not registered in the name of a Resident, the Property Manager will send a letter describing the violation to the Resident that the vehicle was visiting.
 - b. When a "Notice of Violation" is issued, a picture may be taken of the vehicle, showing the violation. When a copy of that picture becomes available, it will be attached to the retained copy of the "Notice of Violation" and a copy sent to the Homeowner and tenant if applicable.
5. Visiting vehicles, including those of vendors that repeatedly violate the Rules and Regulations may be prohibited from further entry into Valencia Isles.
6. Recommended Parking Penalties: see section FINES AND OTHER PENALTIES.

D. ISSUING and ACTIVATING ENTRY GATE RF DEVICES

1. Radio Frequency (RF) devices (chips) are available to automatically open gates marked as Resident entries at both VI entrances. Any vehicle not equipped with the RF device will enter Valencia Isles through one of the manned gateways.
2. RF devices are only installed by authorized Property Manager personnel. The device is generally placed on the windshield, but peculiarities of certain automobile designs may require that they be placed elsewhere. In no case will they be placed in any position that will cause permanent damage to the vehicle. The units are not transferable and are effectively destroyed when removed from a vehicle.
3. Normally, a maximum of two RF chips will be issued to each household. If there is only one car registered at the household, then only a chip for that vehicle will be issued. If, in the future, that household obtains another vehicle, the second chip will be issued for that vehicle.
4. In the event that a household with two vehicles disposes of one of the vehicles and acquires another vehicle, a replacement chip will be available for installation by Property Manager's personnel. In such a case, the Resident will be charged twenty-five (25) dollars for the replacement chip. In the event that the vehicle requires an exterior mounted device, the charge will be seventy-five (75) dollars.
5. To receive an RF chip, vehicles must be registered to the Resident of the property or their spouse, or significant other, at either the VI address or, for part time Residents, at the official, out-of-state, alternate mailing address.
6. A Resident may not have an alternate address within the state of Florida and should have a driver's license and vehicle registration at the VI address, or at the same out-of-state address as the part time primary Resident.
7. If a vehicle is not individually owned, but the qualified Resident provides proof that they are the exclusive assigned driver of a business or government owned vehicle, that vehicle will be eligible for an RF chip.
8. In general, the Homeowner(s) is considered to be the Resident, but in accordance with the current rules for renting property, if a house is leased, the tenant becomes the primary Resident and is entitled to the use and enjoyment of this amenity. In the case of a house registered in some other name than that of the Resident, where a lease does not exist, (as example, a house owned by a child and inhabited by a parent), the parent is considered the primary Resident, and is entitled to the use of the RF device.
9. A non-resident Homeowner automatically forfeits the rights to use the RF device to the primary Resident. However, non-Resident Homeowners will be issued Identification Cards, which specify their status and allow entry through the manned gates.
10. In the event that there are three (3) vehicles registered at a Valencia Isles address, three (3) RF devices may be issued to that address. The Resident will be charged a fee of \$25.00 to install the third chip. If any of the three (3) vehicles requires an exterior mounted transponder, the third device issued will have a fee of seventy-five (75) dollars.
11. In the case of a vehicle registered at a VI address, where the owner of the vehicle is not a Resident; the vehicle does not qualify for a chip.

12. Lessees may request a RF chip, for use during the term of their lease, at a cost of fifty (50) dollars per chip or seventy-five (75) dollars for an exterior mounted transponder.
13. Guests are not entitled to RF chips.
14. No temporary or portable RF transponders are available. If a Resident rents an automobile for a period of thirty (30) days or more they may request that a standard RF device be installed, at a cost of twenty-five (25) dollars. An appropriate automobile rental agreement must be presented and must be in the name of the Resident. At the time of installation of the RF device in the rented car, the existing RF device assigned to one of cars registered to that Resident will be deactivated. For shorter periods of use of a rental or replacement vehicle, Residents are to use the manned accesses.
15. If a Resident believes that they should be issued additional chips, they may appeal for a security variance to the Director responsible for the security function or to the President of the VIHOA. If a Homeowner is delinquent in the payment of maintenance fees, assessments or fines or has not conformed to a decision by the Hearing Panel, the Board may withhold the issuance or use of the RF device until such time as the Homeowner has met his/her obligations.
16. When a house is sold, and the Property Manager receives appropriate documentation, the RF devices assigned to that address will be deactivated. The new owners will be issued RF devices in accordance with the guidelines listed in this section.

VII. USE AND ENJOYMENT OF LAKES

1. With the exception of the main lake, only lake Residents, and their guests, shall be permitted to fish and to operate electric motorized watercraft in the lake on which their lot is situated. Lake access shall only be from the Resident's lake property or on the main lake from the Board approved common access point(s). The Property Manager will, upon request, advise Residents as to the location of approved access points.
2. Residents and their guests are permitted to fish only from the property directly behind their home or from the clubhouse fishing pier. Fishing from behind the home is allowed only between dawn and dusk. Fishing hours from the Clubhouse Pier are posted at the pier.
3. The launching into and removal from a lake of any permitted watercraft shall be limited to areas within the Recreation Area so designated by the Board, if any, or the Resident's lake lot.
4. No removal or damage shall be caused to any littoral plantings.
5. No plantings, fencing or other Improvements to the grassed areas surrounding the lake and outside the lot are permitted. In addition to actions taken by the VIHOA, violators of this prohibition will be subject to action by the appropriate governmental authority.
6. Swimming and/or the operation of non-electric motorized watercraft in the lakes is strictly prohibited.
7. Watercraft and trailers shall not be stored on the lake banks or in the easement areas.

A Resident of a lake lot may store one (1) electric or non-motorized watercraft to be used within the lakes of VI, within the backyard of a home as close to the house as possible so as not to impede lawn maintenance of other lots. The area where the watercraft is stored should be kept free of grass and must be maintained by the Homeowner.

VIII. LEASING OF HOMES

1. Homeowners may lease only an entire VI home. No sublet or partial house lease is permitted.
2. No home may be leased during the first eighteen (18) months of ownership.
 - In the case of a sale of a home which is currently being leased, the VIHOA will permit the tenant to remain until the expiration of the lease. At the expiration of the lease the home may not be again leased for 18 months.
3. Homes may not be leased or rented short term (for less than seven (7) consecutive months within a twelve (12) month period).
4. All leases shall provide that:
 - a. The right of the tenant to use and occupy the home and the VI property shall be subject and subordinate to the Governing Documents including these Rules and Regulations.
 - b. The VIHOA shall have the right to terminate the lease upon the tenant's failure to observe any of the provisions of the above noted documents.
 - c. The lease term is for a minimum of seven (7) consecutive months. No lease shall provide for an early lease termination, or have any other provision which would reduce a lease term to a period of less than seven consecutive months.
 - d. If a Homeowner fails to pay any assessment or fine to the VIHOA, the VIHOA may demand that the Lessees pay all rents to the VIHOA directly.
5. Homeowners leasing their home shall be jointly and severally liable with their tenant for compliance with the Governing Documents including these Rules and Regulations. Homeowners and their tenants shall be jointly and severally liable to the VIHOA to pay all violation assessments, fines imposed by the VIHOA and any open claim for injury or damage to persons or property caused by the acts or omissions of the tenant and/or those persons for whom the Homeowners are responsible.
6. No Homeowner may lease a home unless at least one (1) of the intended tenants is fifty-five (55) years of age or older, and no intended tenant Resident is under the age of nineteen (19) at the time of the occupancy. Any Homeowner who leases his home shall submit an age verification form for the proposed tenants to the VIHOA prior to the effective date of such occupancy.
7. Homeowners desiring to lease their home shall submit an application, along with two checks made payable to the VIHOA, the first in the amount of one hundred (100)

dollars as a non-refundable filing fee and the second in the amount of five hundred (500) dollars as security deposit against any future damage to common property. A copy of the proposed lease and the VI APPLICATION FOR LEASING forms (obtained from the Property Manager) shall be attached to the application.

8. The security deposit will be returned to the Homeowner at the end of the lease and surrender of the property by the tenant and upon inspection and agreement that (1) no damage has been done to any common property, (2) all outstanding fines or penalties have been satisfied, and (3) when the tenant has their auto(s) RF chip deactivated by the Property Manager.

After the lease has been authorized by the Board and executed by the parties, the Homeowner shall submit said lease to the Board via the Property Manager.

9. Every guest in a VI home, when a Resident is not inhabiting the home, must be registered with the Property Manager. The guest and the Resident shall both be required to sign affidavits indicating:
 - a. their relationship, if any,
 - b. that there is no written agreement between them,
 - c. that no payment/barter is being made by the guest to the Resident.
10. Any person who is not a Homeowner of the VI home, who occupies a house in VI for more than three (3) weeks in the absence of a Homeowner, shall be considered to be a tenant and the Homeowner shall be required to submit a five hundred (500) dollar security deposit and a non-refundable one hundred (100) dollar filing fee.
 - a. Exception to this rule is immediate family (siblings, parents, children, and grandchildren).
 - b. Exceptions may be made based upon extenuating circumstances on a case by case basis. The Board will hear an appeal to this rule.
11. Definition of Homeowners rights:
 - a. Homeowner shall retain all voting rights.
 - b. Upon leasing a house to a tenant, the Homeowner(s), or the primary resident(s) under a Trust, for the term of the lease:
 - i. Will have their gate entry chip, VI Resident ID card, and FOB deactivated.
 - ii. Must surrender their VI Resident ID card to the Property Manager.
 - iii. Automatically delegates the right to use and enjoyment of the common facilities and amenities to the tenant.
 - iv. May not use any VI facilities unless as a guest of a Resident and in accordance with the rules set forth herein for guests.
 - c. Homeowners may be admitted to VI, to check on their property, when a gate guard phones and gets OK from the Property Manager's staff.
12. Failure to adhere to any above item in this section will result in an immediate fine as specified in the **FINES AND OTHER PENALTIES** section of this document. The fine

will continue until the greater of the maximum allowed by Florida statute or the VIHOA Governing Documents is reached.

IX. USE OF CLUBHOUSE & RECREATION AREAS

The VI clubhouse is an extension of our homes and should be cared for in the same fashion as we care for our homes. In this spirit, the following guidelines have been established. All of the rules which apply to the main clubhouse shall also apply to the Health Club and Sports Park, where applicable.

A. CLUBHOUSE USE – GENERAL

1. Hours of Operation

Clubhouse hours shall be set by the Board and posted on the doors of the clubhouse. Extension of time for social or VIHOA functions may be granted at the discretion of the Board or, if applicable, a clubhouse committee appointed by the Board.

2. Cell Phones

No cell phone conversations in any indoor areas except the lobby

3. Age Restrictions

Children under twelve (12) years of age are not allowed use of any clubhouse or sport facility unless accompanied and supervised by an adult.

The Property Manager may require proof of age for children desiring use of the facilities.

4. Prohibited Use

The clubhouse shall not be used at any time for religious services by any sect, cult or group without limitation, subject however, to the following exception: in the spirit of VIHOA respect and togetherness, a Chanukah menorah, Christmas tree or any other holiday symbol(s) permitted by the Board may be displayed in the clubhouse during the holiday season.

VIHOA property may not be used in connection with any meeting for the purpose of raising funds for any political organization.

This provision does not prohibit the VIHOA or an authorized VIHOA organization from inviting speakers who may be government personnel or candidates, or representatives of political parties to address a meeting of Residents.

5. Smoking Prohibition

There shall be **NO SMOKING** anywhere at or in the clubhouse complex, any VI building, within the gated area around the pools or at or within fifty (50) feet of any VI

sport or activity amenity. This prohibition includes the smoking of tobacco and non-tobacco materials, use of electronic cigarettes and non-medical inhalators.

- a. At the Clubhouse there is only one "Designated Smoking Area" which is outside the north entrance doors near the billiard room. The ashtrays at the front entrance are only for extinguishing or discarding smoking materials.
- b. Additional designated smoking areas may be approved by the Board.

6. Attire

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

- a. After 6 PM., ticketed or other fee charged VIHOA social functions in the clubhouse, require appropriate attire:
 - Shorts are not permitted for these events.
 - The Lifestyle Director will publish attire requirements associated with any other events.
- b. Shoes and a suitable body covering must be worn at all times when inside the clubhouse.
- c. Bathing suits may be worn into clubhouse facilities only with appropriate cover-ups and shoes. Bathing suits are not permitted, even with cover-ups, after six (6) PM. Persons whose bathing suits are wet and who wish to access the locker rooms must use the side entrance to the clubhouse.
- d. Persons in wet bathing attire and who wish to eat at the café must eat at outside tables.

7. Personal Property

All personal belongings of Residents, their guests and/or property of VIHOA organizations shall be removed when leaving at the end of any day.

- a. Personal locks must be removed from lockers by the closing time each day. The Property Manager may remove any locks left overnight and remove the contents, but shall not be responsible for the destroyed lock or for belongings being lost, stolen or damaged.
- b. A lost and found box will be maintained by the Property Manager. Any personal property which has been left on the premises for thirty (30) days may be disposed of or sold by the VIHOA without notice and any proceeds shall belong to the VIHOA.

8. Audio/Video Equipment

Sound producing equipment, which is not VIHOA property, is not permitted in the clubhouse unless:

- a. In conjunction with a class or an event, or
- b. With earphones for the exclusive, private, listening of the user.

9. Care of Building and Property

Any person using VI facilities shall not remove or damage the furniture or other equipment of the facility. In particular, the following should serve as guidelines but not limitations:

- a. Upholstered furniture may not be used by anyone in attire or condition apt to stain such furniture (e.g. wet clothing, suntan lotions and oils), nor for the consumption of food or drinks.
- b. Tables must not be used as seats or as footrests, chairs must not be used as door stops. Pillows may not be removed.
- c. Shoes must be cleaned of excess dirt on the bottom of the soles prior to entering the clubhouse.
- d. Any person or organization using VI facilities shall be responsible for the care and cleaning of those areas. All furnishings, fixtures and equipment shall be replaced as originally setup. In the event of loss or damage to the furnishings, fixtures and/or equipment, the cost of repairing or replacing same shall be borne by the offending person or organization.
- e. No furniture or other property belonging to the VIHOA shall be removed from the clubhouse without the authorization of the Property Manager.
- f. Clubs or organizations may be required to post a security deposit to cover possible damage and/or cleanup to the clubhouse.

10. Relationship with Management Personnel

- a. The individuals who work in the clubhouse are employed by the Property Management Company, and no direct personal requests are to be made of them.
- b. Any requirements which a member, guest or tenant may have must be addressed to the Property Manager.
- c. Any worker not rendering courteous or prompt service should be immediately reported to the Property Manager and/or the Board.
- d. Any complaints, criticism, or suggestions of any kind relating to the actions of Property Management Company personnel must be addressed to the Board in a written communication signed by the initiator.
- e. The Property Manager's personnel authorized by the Board to patrol the clubhouse and its environs have full authority to enforce the Rules and Regulations of the VIHOA and to report violations to the Board and the Hearing Panel for action.

11. Bulletin Boards, Notices, etc.

- a. Bulletin boards shall be provided and shall be used for the posting of official notices and other authorized communications. Items to be posted shall be presented to the Property Manager for approval under guidelines established by the Board.
- b. No commercial advertisements may be posted nor shall solicitations of any kind be made unless specifically approved by the Board.

- c. Requests for postings on the VIHOA cable TV channel should be given to the Lifestyle Director in writing. The Board will establish the rules for such communication.
- d. Flyers, notices, signs, petitions, etc. may not be placed in any other clubhouse location unless authorized by the Board.
- e. To assure that mailed communications reach members, each Homeowner shall be responsible for filing with the Property Manager, in writing, their mailing address, email address and any changes. Failure to do so shall constitute a waiver of the right to receive VIHOA notices, bulletins and any other communications.

12. Other Restrictions

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

- a. Use of fireworks is not permitted anywhere on VI property unless part of a fireworks exhibit organized and conducted by the VIHOA or a VIHOA authorized organization.
- b. Sleeping in the clubhouse is not permitted.
- c. Firearms and all other weapons of any kind are not permitted on or in VI common facilities at any time.
- d. Use of VI facilities may be restricted or reserved from time to time by the VIHOA.

13. Board Authorizations

The Board may authorize a temporary waiver of any of these rules at any time it deems that special circumstances warrant. If a waiver is to benefit a Board Member, a 5 vote majority must approve such waiver.

14. Records Requests

Official records of the Association shall be maintained within the state for at least 7 years and shall be made available to an owner/member for inspection within 10 business days after receipt of a written request by the Association. Unless there are exigent circumstances, requests shall be made no more often than once a month. The cost for copies shall be 25 cents per page unless a greater fee is specified in Florida Statute 720. All rules outlined in Florida Statute 720 apply to all official records inspection requests. Owners can request official records of the Association in two ways listed below.

- a. Owners/members can appear in person during regular office hours with two copies of their request. Both would be date stamped by the Management Office, with one going to the Property Manager and the other to the owner.
- b. Owners/members can submit their official record request by certified mail with return receipt requested. Resident can use alternative mailing options such as FedEx or UPS as long as a signature is required upon delivery.

B. RULES FOR SPONSORED FUNCTIONS

1. Meetings, entertainment, dinners and similar events may be sponsored by the VIHOA itself or by any VIHOA sanctioned club, charity or committee, but only with prior approval by the Board or its designee in accordance with the Event Scheduling Process set forth in Part 'C' below, and Florida Statutes where applicable.
2. Application for approval of an event shall be made to the Lifestyle Director who shall maintain a calendar showing the scheduled use of the VI facilities. The application shall include a description of the activities to take place, the names and addresses of any outside contractors and shall have any applicable proof of insurance forms attached (unless already on file).
3. Any VIHOA sanctioned club or organization desiring to sell event tickets to Residents in the clubhouse lobby must first receive permission, for dates and times, from the Lifestyle Director. The maximum size of any club or organization poster may not exceed the lesser of a) any dimensions specified by the Board President or b) twenty-four (24) inches wide and thirty (30) inches high. One poster may be placed adjacent to the sale location only during the approved dates and times for ticket sales.
4. The sponsoring organization shall assume full responsibility for the actions of the attendees and any contractor engaged to participate in carrying out the event. The sponsoring organization shall be responsible for the cost of any repairs required due to any damage that has occurred. Party decorations shall be removed promptly after the event. Failure of the sponsoring organization to promptly reimburse the VIHOA to remediate any damage caused may result in denial of future use of VI facilities.
5. Attendance at VIHOA sponsored events must be open to all Homeowners and Residents of VI in good standing.
6. NO ALCOHOLIC BEVERAGES MAY BE SERVED at any event without the permission of the Board which will be granted only if appropriate insurance requirements are met. The laws of the State of Florida and any other applicable ordinances with respect to the time and location of service of such beverages and the age of persons to be served must be observed.
7. Clubs can serve free alcoholic beverages and/or residents can BYOB only at HOA & Club functions, when both the event and the serving of alcohol have been previously approved by the Board of Directors or by such designee(s) to whom such decisions were delegated by the Board of Directors, at a properly noticed Board meeting. Vendors that clubs use to provide liquor must have and present their own liquor license and proof of insurance and name Valencia Isles as an additional insured.
8. Sanctioned Club events and HOA sanctioned events are the only events that are allowed in Valencia Isles HOA facilities.

C. *EVENT SCHEDULING PROCESS*

The following are guidelines put forward to set standards and a common ground for all that wish to add an event on the VIHOA Calendar. They apply to all events that are held on VI property such as the Grand Hall, Classroom, Card Rooms, Arts & Crafts Room, Health Club, Sports Park, Pools, as well as “Away” events off premises.

Only the VIHOA and those Clubs that are “Sanctioned Clubs” (hereafter referred to as “Club” or “Clubs”) may schedule onto the calendar as well as use the VI facilities for events. The Club may decide whether such event will be open specifically to the membership of the Club, all Residents, and/or outside guests.

1. Clubs must submit online event request forms in order to have their event placed on the calendar. The forms are found on the valenciaisleshoa.com website.
2. Prior to a Club submitting their date requests to the Lifestyle Director, each Club President or designated Event Planner must check the website for potential facility and date conflicts.
3. Rolling calendar: Dates can be submitted no earlier than 15 months out from the request date and no later than **60 days prior** to the event. Weekend dates (Fridays, Saturdays, Sundays) in January, February and March cannot be booked until the Lifestyle Director releases the dates. It is the responsibility of the Lifestyle Director to notify Club Presidents when dates are open for booking.
4. The Lifestyle Director will enter all known HOA events and meetings as well as all approved recurring Club events on the calendar. Club Presidents will receive notification once an event is approved.
5. If a Club wants to rebook the same entertainer, the Club needs to book them within 45 days after the event, otherwise any Club is free to book them.
6. Each Club is entitled to:
 - a. ONE (1) recurring General Meeting date per month.
 - b. ONE (1) regular recurring meeting date per month for their executive boards.
 - c. ONE (1) event date per month
7. Approval of dates is at the discretion of the Lifestyle Director with the support of the Property Manager.
8. The VI Facility Reservation Agreement Form, including any A/V needs must be submitted to the Lifestyle Director no later than 60 days prior to the event so the A/V team can plan accordingly. Refinement of the total number of tables and chairs must be completed fourteen (14) business days prior to the event. Completing the form is the sole responsibility of each Club President and or Event Planner. Failure to do so may result in the A/V needs or room set up not being available as desired.
9. The VIHOA will receive first choice of event dates.
 - VIHOA events are not limited to Board meetings, Board Committees’ meetings, Entertainment Shows or Social Gatherings.

10. The VIHOA has the right to require a Club to cancel or reschedule any event.
11. Card Parties, Fashion Shows and similar theme events will be scheduled a minimum of three (3) weeks apart unless the involved Clubs agree to closer scheduling.
12. The Lifestyle Director, with Board approval, may establish additional guidelines to minimize conflicts regarding entertainment, event location and event scheduling.
13. If any damage has occurred during an event, the Club will be liable for the costs of the repairs.
14. It is the Clubs sole responsibility to ensure that the room and any kitchen facility used, for an event is left clean and free from debris by the end time of the function.

D. RULES FOR HEALTH CLUB (Gym) and AEROBICS CENTER

I. HEALTH CLUB

1. Resident Preference

The Health Club shall be for the sole use of Residents between the hours of 4:00 AM and 11:00 AM (**VI ID card will be required for early morning entry into the clubhouse**). Guests may use the Health Club between the hours of 11:01 AM and 11:00 PM. All equipment shall be used at the sole risk of the person exercising. (See Risk Disclaimer in “L” below.) A waiver recognizing the risk disclaimer of the VIHOA may be required before an individual is permitted to use the facilities.

2. Courtesy

Courtesy in the use and sharing of the gym equipment shall be observed at all times. The Property Manager shall resolve disagreements in the use of equipment in the Health Club observing the rules set forth herein. Health Club TV's are set to three (3) different stations with close captioning and participants may use earphones to listen to programs. TV settings/channels shall not be changed if there are objections of others in attendance. In addition, no persons shall engage in loud conversations which disturb others.

3. Time Limits

Use of cardiovascular equipment is limited to thirty (30) minutes when there is someone waiting to use that piece of equipment. The timer on such equipment may not be reset by a user for the purpose of extending the workout time when someone is waiting.

4. Cleanliness

Users shall wipe down the equipment after each use with the disinfectant and paper towels provided.

5. Age Restrictions

Children under twelve (12) years of age are not permitted to use the gym equipment unless accompanied and supervised by an adult.

6. Proper Attire

Casual workout attire is acceptable at the Health Club. Only aerobic or court or similar shoes may be worn, but NO open-toed shoes shall be permitted. The Property Manager's staff has the right to prohibit anyone with inappropriate attire from using the equipment.

7. Equipment Use

a. Equipment, with the exception of weights, weight benches, mats and exercise balls may not be moved. Moving equipment may cause unsafe conditions and result in an ADA violation. Weights must be restored to their proper place after use, e.g. weights into weight rack. Violators of these rules will be subject to:

(1) VIHOA fine,

(2) Charges for payment of violation related fees or fines imposed by any government or regulatory body and

(3) Other VIHOA Board imposed penalties.

b. It is the responsibility of all persons to be familiar with the use of the equipment prior to usage of such equipment and to use the equipment only in an appropriate manner.

c. Persons using equipment must wipe the handles and seats with the provided disinfecting cloths when completing their session on any piece of equipment.

8. TV/Audio/Cell Phones

Television sets shall be operated in the mute/closed caption mode at all times. The sound may be heard through receivers with earphones. Radios, tape players, etc., may not be played unless headphones are used. NO CELL PHONE CONVERSATIONS.

9. Signs, Etc.

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

10. Prohibitions

Horseplay, profanity, disruptive conduct and/or indiscreet behavior at the Health Club are strictly prohibited. Coolers are not permitted.

11. Personal Trainers

Personal fitness trainers on staff may conduct special training sessions on a regular basis for which a charge may be made. Any Resident is eligible to attend. No outside trainers are permitted.

12. Health Clearance

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

II. AEROBICS ROOM

1. No taps or metal of any kind permitted on the wood floor.

2. Guests may participate in classes only if space is available 5 minutes prior to class time.

3. Maximum class size: 24 persons
4. No children under twelve (12) years of age may participate in classes unless accompanied and supervised by an adult.
5. No children under twelve (12) are permitted in the Aerobics Room unless accompanied and supervised by an adult.
6. Proper footwear must be worn at all times.
7. No food or drink permitted (water only allowed)

E. *USE OF ARTS AND CRAFTS ROOM*

All individuals using the Arts and Crafts Room shall exercise care and diligence in keeping the equipment in good condition and in preserving the work products of others using the room.

1. **Kiln Operation** – Only the instructors, or individuals trained in their use, shall operate the kilns. Residents trained in kiln operation shall register with the Lifestyle Director so they can assist new participants to get their work fired. Guidelines regarding the types of art products which may be placed in the kilns for firing, glazing, etc. will be provided by the instructors and posted in the Arts & Crafts room.
2. **Other** - Additional rules may be promulgated for the use and allocation of time, space and kiln operation as is deemed necessary.

F. *UTILIZATION OF THE LOBBY AND HALLWAYS*

The entire lobby area shall be used only for entry, exit and sitting for quiet conversation except as otherwise designated by the Board. No other use by Residents or guests is permitted. For example, but without limitation, the lobby shall not be used by Residents or guests for:

1. Table games,
2. Food or beverage consumption,
3. Meetings of organizations or committees,
4. Sleeping.

Groups shall not congregate in the hallways in any manner which impedes the movement of others. Tripod displays of events are limited by the Board.

G. *CARD and GAME PLAYING RULES*

1. Non Overnight Guest Rules

- a. During Season, from twelve (12) noon until five (5) PM, all games must include three (3) Residents for each non-overnight guest participating in play. If the total number of players in a game of non-overnight guests, exceeds the three (3) Residents to one (1) guest requirement, all Resident players in the game will be subject to the “Guest Related Violation Actions” described below. At other times all games must

include two (2) Residents for each non-overnight guest participating in play. At these times, if the total number of players in a game, of non-overnight guests, exceeds the two (2) Residents to one (1) guest requirement, all Resident players in the game will be subject to the Guest Related Violation Actions described below:

- b. Effective October 1, 2016, all Residents and all guests must carry current picture identification as the Property Manager's staff may ask anyone using the Clubhouse, Health Club or any other VIHOA facility for identification. Failure to comply with the Property Manager's staff requests can result in fines and/or suspensions.
- c. Residents who host visitors will be responsible, and held accountable, for assuring their guests adhere to these rules.
- d. If a Non-Resident(s) is in violation of the above rules their Resident Host(s) will be subject to the actions defined in the Fines & Other Penalties section of this document.

2. Additional Restrictions

- a. The Grand Hall shall be available for card playing & other games after 12:00 PM except when HOA Events, Club Meetings or Rehearsals are scheduled or is otherwise restricted by the Board.
- b. Four (4) permanent chairs must remain at each table in the card rooms. Permanent chairs may not be removed from designated rooms.
- c. Tables and chairs MAY NOT BE RESERVED in advance of players being present.
- d. In the card rooms and in the Grand Hall, while playing cards or games, ONLY WRAPPED HARD CANDY, AND WATER IN CLOSED CONTAINERS ARE PERMITTED.
- e. When playing Mah Jong, Canasta, Pan or any other game which uses equipment such as racks or cardholders, players must employ a table covering if playing on wooden/hard top tables.
- f. Card playing is also permitted in the patio area under the same rules as in the card rooms. Similarly, chairs and tables may not be reserved.
- g. Chair cushions from bistro area chairs or lobby furniture may not be removed or moved.
- h. Chairs on the unscreened patio adjacent to the bistro should not be used for card / game playing during "season" until lunchtime has passed or approximately 2:00 PM (notice will be posted when this is in effect).
- i. Chairs on the screened patio adjacent to the bistro must not be used for card / game playing while bistro is in operation.
- j. ALL ABOVE RESTRICTIONS WILL BE POSTED ON OR NEAR THE DOOR TO EACH CARDROOM

Violators of these Additional Restrictions will be subject to a warning and subsequent fines.

H. USE OF BILLIARDS ROOM

1. Children under the age of twelve (12) years shall not be permitted to play pool/billiards unless accompanied and supervised by an adult. The Resident will be liable for any damages caused by the children.
2. Table usage is limited to one hour by any one group. No reservations are allowed. If others are waiting to play, players are limited to one hour or 2 successive games, whichever comes first.
3. A single player on a table must allow other players to join them if others are waiting.
4. No cards or other games may be played in the billiards room.
5. The Billiard Club may request exclusive use of the Billiard Room for two (2) afternoons a week. Hours are to be approved by the Board.

I. USE OF PING PONG TABLE

1. The ping pong table is available for use in an assigned area, when there are no scheduled activities in that area. The following guidelines apply:
 - a. Follow instructions on the table for opening/closing
 - b. Sneakers **MUST** be worn when playing ping pong.
 - c. Scheduled activities have priority over ping pong.
 - d. If other players are waiting, a maximum of three (3) games may be played; time limit: one hour.
 - e. One waiting player, or a 2-person team, can play winner(s).
 - f. Players must provide own paddles & balls.
 - g. Last players must fold table and return it to its storage position.

J. USE OF TELEVISIONS WITHIN A VIHOA Facility

1. Television sets in the various rooms of the clubhouse shall be operated in a manner which does not cause annoyance to other individuals in those rooms. In particular:
 - a. Sound shall be maintained at reasonable level.
 - b. Only the Property Manager or Lifestyle Director may change channels or setup for the TV(s) in the Clubhouse lobby.
 - c. With the exception of the TVs in the lobby, channels may be changed with the agreement of those watching.
2. Any conflict in programming shall be resolved by the Property Manager or Lifestyle Director.

K. RULES FOR USE OF SWIMMING POOLS

Use of any pool at any time is at the user's own risk. There are no lifeguards on duty. Call 911 if immediate medical attention is required. Any injuries or accidents should be reported to the Manager's office immediately or if it is closed, to the Property Management Company's office.

1. The gates to the Pool area must be locked at all times. Propping open a gate is a violation.
2. Children under twelve (12) years of age must be accompanied and supervised at the pool by an adult.
3. Children who cannot swim without assistance must be accompanied and supervised in the pool by an adult at all times.
4. Anyone wearing any diapers or incontinence clothing in the pool must also wear a waterproof cover up.
5. Anyone with an open wound is prohibited from using the pools.
6. Swimming is permitted only during designated hours which are posted at the pools.
7. Showers are required prior to first entering any pool and thereafter if using suntan oil or lotion.
8. No glass or other breakable items or sharp objects are permitted in the pool area. All trash must be placed in the containers located throughout the pool area.
9. Non-alcoholic drinks in unbreakable containers are permitted around the pool areas. Food is only allowed between the Bistro and card playing patios at the main pool. Food at the health Club pool is only allowed at the tables under the overhang. Residents are responsible for removing their trash, and to restore the area to a clean condition.

The Valencia Isles HOA Board of Directors may waive this restriction on special occasions. Alcoholic beverages are not allowed unless permission has been granted by the Board of Directors or by such designee(s) to whom such decisions were delegated by the Board of Directors at a properly noticed Board meeting.

10. Proper swim attire is required. No denim clothing can be worn in the pool. Cover Ups and shoes must be worn when leaving the pool area and entering the Club House and Bistro or Patios. People cannot sit on any upholstered furniture in wet clothing.
11. Radios, tv's, digital sound devices, etc. may not be used in the pool area unless headphones are used. Conversations including cell phone use shall be maintained at a reasonable volume to avoid disturbing others.
12. Animals, bicycles, skateboards, roller skates, in-line skates, and surf boards, are not permitted in any pool area. There shall be no running, loud or hazardous or bothersome activity in this area including, by way of example but not limited to, pushing, dunking, throwing of footballs, frisbees, tennis balls, or other hard objects, spitting or spouting water and tag games nor diving or jumping into the pool.
13. Scuba equipment is not to be used in the pool areas except as part of an organized

course of instruction or event approved by the Board.

14. All persons using pool furniture are required to cover the furniture with a towel when using suntan oils and lotions so as not to stain or damage the furniture.
15. No one other than class participants are permitted in the pool designated for a class during a scheduled class. When the pool area is used for special events only those participating in the event will be permitted at the pool.
16. The lap pool is reserved for walking laps or swimming laps within lanes.
17. Property Manager's staff has the authority to expel from the pool area anyone who fails to cooperate or follow the Pool Rules or whose conduct is disruptive. The Resident may be subject to a violation.

L. RISK DISCLAIMER

1. Each Resident and guest, as a condition of invitation and entry into the clubhouse, assumes sole responsibility for themselves and their property.
2. The VIHOA shall not be responsible for any loss or damage to private property used or stored on the premises nor for any personal injuries sustained or caused by any Resident, guest or Property Management Company employee.
3. Any Resident, family member, guest or other person who, in any manner, makes use of or accepts the use of any apparatus, appliance, facility, privilege, or service whatsoever owned, leased or operated by the VIHOA, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the VIHOA, either on or off VI property, shall do so at his or her own risk.
4. The Resident, his or her family members and guests shall hold the VIHOA and its affiliates, directors, officers, representatives and agents harmless from any and all loss, cost, claim, injury, damage or liability sustained or incurred by him or her, resulting from such use and/or from any act or omission, whether or not due to negligence of representatives or agents of the VIHOA.

M. VIHOA CLUBS, CHARITIES & OTHER ORGANIZATIONS

1. Any organization which uses the term "Valencia Isles" as part of its name or desires to use the VI clubhouse or other common VI property to hold any meetings or other function is required to be so authorized by the Board. To qualify, an organization must have ten (10) or more members and at least two (2) elected officers who are Residents of VI. Any change in officers must be reported to the Property Manager.
2. Each Club that holds an event, that may exceed fifty (50) attendees, must meet crowd control standards of the County.
3. "Clubs" which are formed for membership within the VIHOA shall submit a set of By-Laws for the organization which includes a statement of the purpose of the organization, its method of governance and its agreement to adhere to the Governing Documents including these Rules and Regulations.

4. Organizations which are chapters or otherwise affiliated with recognized regional, national or international organizations, e.g. ORT, Hadassah, Red Cross, etc. must submit a letter or other proof of such affiliation with the application for authorization. These organizations are subject to the same privileges, rules and regulations as all Clubs.
 - If these organizations are incorporated and formed under a basis which establishes personal liability protection for its officers and/or members, e.g. LLC's, they shall submit proof of liability insurance which will hold the VIHOA harmless in case of a claim against that organization.
5. If a VI sanctioned organization intends to collect dues, admittance fees or other funds, the manner by which these funds will be administered and safeguarded shall be included in the Club By-Laws. The By-Laws of such organizations shall provide for a financial report to the members at least annually.
6. Clubs may limit events to their dues paying members. However, the charge to participate, if any, may differentiate between those who are or are not members of the sponsoring organization.
7. A Club whose activities do not use limited VI facilities (sample of limited = billiards, pickleball, tennis, shuffleboard, etc.), may have up to twenty (20) percent associate members who are not VI Residents. Clubs may petition the Board for exceptions to this limitation. Associate members may not hold a club office position or participate in any voting on club business.

N. USE OF THE GRAND HALL (GH) KITCHEN

1. The GH kitchen is for the exclusive use of the VIHOA, the sanctioned VI clubs, and the office staff.
2. The GH Kitchen is intended, and is to be, used as a warming kitchen and/or catering kitchen only.
3. Any caterer intending to make use of the GH kitchen must submit a valid certificate of insurance to Valencia Isles prior to any event.
4. Caterers must only enter and leave by the entrance to the building on the NE corner using the walking path on the north side of the clubhouse.
5. Any club using the GH kitchen is responsible for its cleanliness and will be subject to inspection and any VIHOA rules in place.
6. Anyone using the kitchen will adhere to procedures outlined by the management staff.

X. TENNIS COURT RULES

A. GENERAL

The Rules of Tennis as adopted by the U.S.T.A. shall apply at all times, except when in conflict with the local rules or with any of the Rules and Regulations herein. Use of the courts shall also be governed by all other applicable Rules and Regulations adopted by the Board, including, but not limited to, those concerning the “Use of Clubhouse and Recreational Areas.”

1. The courts and the tennis areas are restricted to tennis activities. Proper tennis apparel must be worn during play. Cut-off jeans, gym shorts and running shorts and swimming suits are not permitted. Players must wear shirts. For court integrity as well as personal safety, all persons entering the playing area should wear regulation tennis shoes. The use of shoes/sneakers with aggressive soles (high traction or cleats) such as running shoes or basketball shoes and other shoes that are of suction variety are not permitted on the courts at any time.
2. Smoking is prohibited within the entire tennis area.
3. Players shall play at their own risk.
4. Roller skates, skate boards, roller blades, bicycles, scooters, and other play or exercise equipment are prohibited within the entire tennis area.
5. No intoxicants, food or breakable containers, such as glass bottles, are permitted in the entire tennis area.
6. All belongings shall be removed from the courts when play is completed. The VIHOA and the Board shall not be responsible for belongings lost or stolen.
7. The Resident shall be responsible for repair and/or replacement costs incurred as a result of deliberate damage to the tennis courts and/or related equipment caused by the Resident, his family members, tenants, and guests.

B. COURT USE/RESERVATION OF COURT

1. The tennis courts are open for play from 7:00 AM – 11:00 PM except when conditions are judged by the Tennis Court Manager or his designee(s) (hereafter referred to as the TCM) to be unsuitable for play.
2. An announcement as to court playability will be recorded on the answering machine by 7:30 AM, in the office of the TCM.
3. Players have the responsibility to check the court conditions via the message placed on the answering machine in the office of the TCM.
4. Players should take notice of the conditions of the court and not enter or use the court if there is a water puddle within the gated area of the court. Those players who ignore the closing of the court will be subject to a fine and/or loss of tennis privileges as determined by the Board.
5. Players must sign up for court usage on the signup sheets posted outside of the TCM’s office. These will be available beginning on the last Wednesday of the month at 10:30 AM for the following month.

6. Any player who consistently fails to show up for his/her reserved court on time and ready to play may be subject to a loss of sign up privileges for a period of time as determined by the Property Manager.
7. Non-Residents (guests) are not permitted to be included in the reservation signup request for prime time play. Prime time sessions are defined as (a) from 7:30 AM to 9:00 AM, and (b) from 9:00 AM. To 10:30 AM
8. Court priorities during prime time are as follows:
 - a. Doubles over singles
 - b. 4 Residents
 - c. 3 Residents and 1 guest
 - d. 2 Residents and 2 guests
 - e. 2 Residents
 - f. 1 Resident and 3 guests

If guests are playing, there must be at least 1 Resident playing on a court for every 3 guests.

9. Conflicts for the use of an available court shall be decided by the TCM or by a flip of a coin or any other fair and reasonable method. Any further dispute is to be settled by the TCM based upon the above rules.
10. Guests are allowed to participate at any time as long as they do not displace a Resident and follow the rules listed above. Guests under twelve (12) years of age must be accompanied and supervised by an adult Resident at all times.
11. Play shall be limited to one and a half (1½) hours at all times but may be extended if no one is waiting for the use of the court.
12. Singles play shall not be scheduled (reserved) before 10:30 AM. However, any court which is not reserved or is vacant 10 minutes after the scheduled reservation time may be used by any players who are waiting at that time, on a first come first serve basis, including singles and guests.
13. Court 1 is designated as the Pro Court for lessons; however, any court may be used if available. Lessons may be given during prime time. Players should be aware that the existing tennis contract(s) might provide for exclusivity for tennis lessons.

C. SPECIFIC COURT USE

1. No one shall be permitted on the playing area except those persons playing tennis. Those waiting or watching shall remain in the covered area between the courts.
2. No one should enter or leave the courts while the game is in progress except during the side changeover.
3. The last person to leave or enter the court shall ensure that the gate is closed. Those entering or leaving shall walk as close to the fence as possible to avoid interfering with, or disturbing the players.

4. Proper etiquette shall be observed at all times. Excessive noise, racquet throwing, or profanity will not be permitted at any time. All persons should refrain from loud or offensive language in the court area. A low profile is both appropriate and appreciated.
5. All persons requesting the return of a tennis ball from another court should ask only when play on that court has halted. Players should not retrieve a tennis ball from any other court without first obtaining permission.
6. The TCM shall have supervision and control of the tennis area and may implement temporary rules subject to the authority of the Recreation Committee and/or the Board. Failure to comply with the rules by a Resident or their guest could result in imposing a fine or other action by the Board against that Resident.
7. The TCM is authorized to decide any disputes as to reservations based upon the rules and may order a player to leave the tennis facility when that individual does not obey his (her) decision. Failure to comply with the TCM's decision by a Resident or their guest could result in imposing a fine or other action by the Board against that Resident.

XI. PICKLEBALL COURT RULES

A. GENERAL

The Rules of Pickleball and Codes of Conduct as adopted by the U.S.A. PICKELBALL ASSOCIATION shall apply at all times, except when in conflict with the local rules or with any of the Rules and Regulations herein. Use of the courts shall also be governed by all other applicable Rules and Regulations adopted by the VIHOA Board, including, but not limited to, those concerning the "Use of Clubhouse and Recreational Areas."

1. The courts and the pickleball areas are restricted to pickleball activities. Proper pickleball apparel shall be worn during play. Cut-off jeans and swimming suits are not permitted. Players must wear shirts. For court integrity as well as personal safety, all persons entering the playing area must wear only regulation tennis/pickleball shoes.
2. Smoking is prohibited within the entire pickleball area.
3. Children younger than 16 years must be accompanied by an adult over the age of 21.
4. Players shall play at their own risk.
5. Roller skates, skate boards, roller blades, bicycles, scooters, and other play or exercise equipment are prohibited on the Courts and except bicycles are allowed within the parking area located at the pickleball area. No activities except pickleball and basketball on court 1 are allowed on the courts.
6. No pets, intoxicants, food or breakable containers, such as glass bottles, are permitted in the entire pickleball area.
7. All belongings shall be removed from the courts when play is completed. The VIHOA and the

Board shall not be responsible for belongings lost or stolen.

8. Residents shall be responsible for their own behavior and that of family members, tenants, and guests. The Resident shall be responsible for repair and/or replacement costs incurred as a result of deliberate damage to the pickleball courts and/or related equipment caused by the Resident, their family members, tenants, and guests.
9. All players and spectators are required to behave in a courteous and civil manner, and demonstrate proper sportsmanlike behavior.
10. Pickleball paddles and balls provided by VI HOA may not be removed from the Sports Park at any time. Pickleball equipment shall be returned to its proper place after use by a resident, family member, tenant or guest.
11. Any disputes or violations of these Rules shall be referred to the Management office and /or the VIHOA Board, as appropriate.

B. COURT USE/RESERVATION OF COURT

1. The pickleball courts are open for play by residents from 7:00 AM – 9:00 PM except when conditions are judged by the Pickleball Court Professional or his designee(s) to be unsuitable for play. Guests are welcome after 12pm and during Open Play on Sundays. In addition, if League Teams are having a tournament with another community, such other Community players may play during the tournament.
2. A message will be sent to players who are registered on the Team Reach App when the courts are wet and closed until a certain time or further notice.
3. Players should take notice of the conditions of the court and not enter or use the court if the playing surface and surrounds are at all wet. Play may only commence once the entire playing surface is dry and no longer a safety concern to players. Those players who ignore the closing of the court will be subject to a fine and/or loss of pickleball privileges as determined by the Board.
4. The courts are identified as follows:
Court #1 East, near pavilion
Court #2 West, end of parking area
5. OPEN PLAY RESIDENTS ONLY: 8:00 am - 11:00 am
6. No reservations are permitted during Open Time.
7. Open time play (8:00 am-11:00 am) is for VI residents only, except Sunday when guests of residents are welcome. There may be an exception to this rule (Monday-Saturday) only when there are fewer than 4 players present at the Sports Park (including the Pro) and a non-resident experienced player makes play possible. If the Pro is at the courts, he/she will make up the number necessary to play a game before a non-resident.

8. A game consists of 4 players and is over when one team achieves the score of eleven (11) and by a margin of 2.
9. During open play, a player may not play more than one (1) successive game unless the player is needed to complete a foursome and no one else is waiting to play.
10. VI residents have preference over guests.

11. RESERVED PLAY/SKEDDA* RESERVATION SYSTEM

- i. Residents may reserve a court during unscheduled time using the Skedda system on the VI Website. A phone app is also available.
- ii. Although a reservation is not necessary, it is preferable as priority will be given to players with a reservation after 12:00pm. Players without a reservation may play on a first come, first serve basis during unscheduled time and will need to vacate the court if playing at a time reserved by other players.
- iii. Residents may make a maximum of two (2) separate one-hour reservations per week. Reservations may be made for singles or doubles, up to 30 days in advance.
- iv. Please check the Skedda calendar for reserved court times before arriving at the courts
 - a. Lessons with the Pro must be reserved on the Skedda system during unscheduled time.
 - b. All playing partners must be listed in the booking title or notes and no person listed in a reservation may make a reservation immediately before or after the reservation in which their names are listed.

Guests may play with a resident during unscheduled time. *or other similar reservation systems .

12. CLINICS

- a. No one other than class participants are permitted in the court area during a scheduled class/clinic

XII. SHUFFLEBOARD COURT RULES

No walking on playing surface of the courts is permitted at any time.

XIII. SOLICITATIONS

Clubs, Committees, Charities and Residents shall not be permitted to solicit Valencia Isles contracted vendors for donations, advertising or sponsorships.

XIV. VIOLATION ENFORCEMENT and APPEALS PROCESS

A. ACC VIOLATIONS

A notice of violation will be issued to a Homeowner for:

1. Proceeding with an Improvement without receiving ACC approval that is subject to ACC authorization or,
2. Making an Improvement that does not comply with an ACC approved application.

The Homeowner, responsible for an ACC violation will be subject to:

1. A requirement to remove such Improvement or bring the Improvement into compliance.
2. A fine upto the greater of the statutory limit or fines permitted by the Governing Documents.
3. Any other penalties permitted by the Governing Documents.

Appeals of ACC determinations can be made to the Board. Details of ACC requirements and the related appeals process can be found in the Valencia Isles Architectural Guidelines.

B. NON ACC VIOLATIONS

Parking and Vehicle violation enforcement has some additional requirements described in the PARKING AND VEHICULAR RESTRICTIONS section.

1. All allegations of non-compliance with the VIHOA Governing Documents without limitation shall be submitted to the Property Manager in writing.
2. The Property Manager or the Board may initiate a notice of violation.
3. Following an investigation that confirms the occurrence of a violation, the Property Manager, shall:
 - a. Send a certified letter, with return receipt requested, to the Resident and/or Homeowner informing them of the nature of the complaint, the imposed penalties and the process for appeal with the Hearing Panel (alternative methods of notification, as permitted by law, may be used).
 - b. Forward a copy of all documentation regarding the violation to the Hearing Panel.
4. The Notice of Violation form includes a statement that the Hearing Panel will hear and review the violation at a specific date and time, unless waived by the Homeowner/Resident.
 - a. A hearing date and time is entered by the Property Manager on the Violation Notice, in accordance with the established schedule of Hearing Panel meetings.
 - b. The Property Manager will provide a copy of the Notice of Violation to the Hearing Panel for use at the scheduled hearing.
5. If a Resident is not the Homeowner, both parties will be copied on all notices and allowed to request a Hearing. In any event, the Homeowner is responsible for the payment of all fines.
6. A Homeowner or their proxy, receiving notice of fines, suspensions, charges and other penalties resulting from violation of Governing Documents, including these Rules and Regulations, may:
 - a. Waive their right to a hearing before the Hearing Panel.
 - b. Appear before a hearing by the Hearing Panel that has been scheduled by the Property Manager.
7. If a hearing is not waived by the Homeowner, penalties do not become final until a hearing is held, and the penalty approved by the Hearing Panel.
8. All fines and penalties must be paid within fifteen days of a violation being confirmed by the Hearing Panel.
9. Failure to pay a fine may result in additional fines as a penalty. The Board, at its discretion, may also or alternatively impose sanctions in accordance with the Governing Documents including these Rules and Regulations.

XV. HEARING PANEL

The Board has established and will maintain an independent Hearing Panel in accordance with the Declaration and applicable Florida Statutes as may be amended from time to time. The role of the Hearing Panel is limited to determining whether to confirm or reject the fine or suspension levied by the Board.

1. The Hearing Panel is comprised of at least five (5) Hearing Panel members who are Homeowners in VI and who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.
2. The Hearing Panel has established a procedure for adjudicating appeals of fines and penalties imposed by the Property Manager or Board.
 - a. A Homeowner who has been issued a Notice of Violation may appear before the Hearing Panel. Unless the Homeowner signs a waiver to forego a hearing, the Property Manager will schedule a date for a hearing that is at least fourteen (14) and no more than thirty (30) days after the date of the notice of violation.
 - b. The violation documentation will be reviewed at the scheduled hearing whether or not the party requesting the hearing is present.
 - c. The violating Homeowner may request a one-time postponement of a scheduled hearing by providing written notice to the Property Manager at least 7 days prior to the scheduled hearing.
 - d. A notice of a scheduled Hearing Panel hearing will be posted at least forty-eight (48) hours in advance of such hearing.
3. All appellants may rely on timely consideration and settlement of an appeal. The following procedures shall apply for a Hearing Panel appeal:
 - a. At least three (3) members of the Hearing Panel shall be assigned to handle each notice of violation.
 - b. A report will be submitted to the Board upon the conclusion of the hearing which shall include the Panel's determination regarding the proposed fines and any other penalties. The determination of the Hearing Panel is final.
 - c. If a fine, penalty or suspension is confirmed by the Hearing Panel, the VIHOA will provide written notice of such by mail or hand delivery to the Homeowner and, if applicable, to any tenant of the Homeowner.
 - d. Any penalty or fine confirmed by the Hearing Panel must be paid by the Homeowner within fifteen (15) days following the issuance of the determination.

XVI. FINES AND OTHER PENALTIES

The Board is empowered, pursuant to Florida Statutes (Section 720.305), to impose fines,

assessments and sanctions for violations. A “Notice of Fine” will be sent to the Resident accountable for the offense by the Property Manager via Certified Mail, Return Receipt Requested.

If the Resident is not the Homeowner, a copy of the Notice of Fine will also be sent to the Homeowner via Certified Mail, Return Receipt Requested. Ultimately, the Homeowner is responsible for payment of any fines imposed on the Resident.

Note that a Continuing Violation is defined as a rule violation, of an ongoing nature, which has not been discontinued or corrected.

A. Parking Violation Fines

Note that each day of a parking infraction, which results in a Notice of Violation, is considered an occurrence

1. Parking on odd or even numbered side of the street not in accordance with the month; - warning for first occurrence, \$25 for the second occurrence, \$50 for subsequent occurrences.
2. Parking on the inbound left (North) side of the clubhouse access roads, - \$100 per occurrence.
3. Parking in a no parking area - \$50 per occurrence.
4. Unauthorized parking in a Handicapped parking space, \$250 each occurrence.
5. Unauthorized parking in a VI Permit only Handicapped (lift van) Parking space, \$250 for each occurrence.
6. Unapproved overnight parking in street – 1 warning, thereafter - \$50 per occurrence.
7. All other parking violations: \$50 for first occurrence, \$100 for per day for continuing parking violations or for subsequent occurrences of a previous violation.

B. Card and Game Playing Rule Violation Fines

Note that each day of a Card or Game playing infraction, which results in a Notice of Violation, is considered an occurrence

1. If a non-Resident(s) is found to be using a Clubhouse amenity in violation of Card and Game Playing Rules, their Resident host(s) will be subject to the following actions:
 - a. For the 1st infraction the Resident(s) will be issued a warning.
 - b. For the 2nd infraction, the Resident(s) will be assessed a \$25 fine.
 - c. For the 3rd infraction, the resident(s) will be assessed a \$50 fine.
 - d. For subsequent infractions within the 12 month period, the Resident(s) will be assessed a \$100 fine per occurrence.
2. If a non-Resident guest(s), previously violating this rule, is found participating in the same card/game, but as a guest of a different Resident, the Resident host(s) will be subject to the following actions:
 - a. For the 1st infraction, the Resident(s) will be assessed a \$25 Fine.

- b. For subsequent infractions, the Resident(s) will be assessed a \$50 fine per occurrence.
 - c. For each subsequent infraction within a 12 month period, the Resident(s) will be assessed a \$100 fine per occurrence.
3. If a non-Resident guest(s) is in violation for the 4th time within a 12 month period, said non-Resident guest(s) will be subject to the following actions:
- a. Immediately upon the 4th infraction within a 12 month period, the non-Resident guest(s) will have Card and Game Playing Privileges suspended for 3 months.
 - b. For each subsequent infraction within a 12 month period, the non-Resident(s) will have Card and Game Playing privileges suspended for an additional 3 months. Said additional suspension to run successively to any other active suspension.

C. Code of Conduct Violation fines

If a Resident is found to be in violation of the Rules regarding Code of Conduct, the Resident will be subject to the following actions:

- 1. If the Board deems the infraction is minor a warning letter will be sent. In all other cases fines will be imposed as follows:
- 2. For the 1st infraction the Resident will be assessed a \$100 fine.
- 3. For the 2nd infraction the Resident will be assessed a \$250 fine.
- 4. For subsequent infractions the Resident will be assessed a \$500 fine per occurrence and additional sanctions will be imposed.

D. Leasing of Homes Violation Fines

- 1. Failure to comply with the **Leasing of Homes** section items below will result in an immediate fine of \$200.00 per day. The fine will continue until an annual maximum of \$5,000 is reached.
 - a. Homeowners may lease, only an entire VI home. No sublet or partial house lease is permitted.
 - b. No home may be leased during the first eighteen (18) months of ownership.
 - c. Homes may not be leased or rented short term (less than seven (7) consecutive months).

Note: Florida Statute Section 82.045 has been created to specifically address “transient occupants.” The new Statute allows the police to require a “transient occupant” to vacate residential property.

- 2. Failure to adhere to any other item in the Leasing of Homes section will result in an immediate fine of \$100.00 per day. The fine will continue until an annual maximum of \$2,000 is reached.

E. Pet Related Violations

The fine for each type of violation below will continue until an annual maximum of \$2,000 is reached.

1. Sustained or Frequent Barking Dog
 - a. First occurrence - warning
 - b. Second Offense - - \$25
 - c. Each subsequent occurrence - \$50
2. Pet not on leash
 - a. First occurrence - - \$100
 - b. Each subsequent occurrence - \$200
3. Failure to pick up after pet defecation
 - a. First occurrence - - \$100
 - b. Each subsequent occurrence - \$200
4. Failure to properly dispose of pet waste
 - a. First occurrence - - \$100
 - b. Each subsequent occurrence - \$200
5. Failure to curb pet:
 - a. First occurrence: - \$100
 - b. Each subsequent occurrence - \$200

F. Fines for All Other Violations Not Set Forth Above

1. First violation of a specific rule - -\$ 50
2. Each subsequent violation of a specific rule - \$100
3. Violations, beyond the first day of an offense, shall be subject to fines of \$100 per day, but in no case shall a fine for a Continuing Violation exceed a maximum of \$2,000.

G. Board Discretion

The Board, at its discretion, may also or alternatively impose sanctions in accordance with the Governing Documents including these Rules and Regulations.

Valencia Isles Homeowners Association Rules and Regulations

FORMS

The Board reserves the right to modify, add or delete forms as needs may arise.

Valencia Isles Homeowners Association Rules and Regulations

ACCEPTANCE OF RULES AND REGULATIONS

I/We have received and agree to all the terms and conditions of these Rules and Regulations and amendments thereto which from time to time may be revised and published.

NAME(S): _____

ADDRESS: _____

SECTION/POD: _____ LOT: _____

PHONE: _____

SIGNATURE(S): _____

DATE: _____

Valencia Isles Homeowners Association Rules and Regulations

NOTICE OF VIOLATION

Party Filing Grievance: _____

Address: _____

Telephone: _____

Grievance Filed Against: _____

Address: _____

Telephone: _____

NATURE OF VIOLATION/GRIEVANCE:

Please submit substance of grievance including dates, times, names and addresses of individuals having knowledge of pertinent facts, (witnesses) if available, as well as any other supporting information and or documentation if available. Use additional pages if necessary.

SIGNATURE: _____

Valencia Isles Homeowners Association Rules and Regulations

HEARING REQUEST FORM

Hearing Requester: _____

VI Home Address: _____

Appeal of Grievance Penalty for: _____

Hearing Date Requested: _____

Signature: _____

Date: _____

Valencia Isles Homeowners Association Rules and Regulations

VENDOR LIABILITY RELEASE FORM

ACTIVITY DATE: _____

SPONSORING CLUB: _____

I/WE HEREBY AGREE TO RELEASE AND HOLD HARMLESS THE VALENCIA ISLES HOMEOWNERS ASSOCIATION (VIHOA), THE VIHOA's CONTRACTED PROPERTY MANAGEMENT COMPANY AND ALL THEIR RESPECTIVE EMPLOYEES, AGENTS AND REPRESENTATIVES FOR ANY INJURIES WHICH MAY OCCUR WHILE ON VALENCIA ISLES PREMISES.

Vendor Name: _____

Vendor Address: _____

Vendor Phone #: _____

Auth. Signature

Form Effective Date:
07/27/2016

Valencia Isles Homeowners Association Rules and Regulations

VI FACILITY RESERVATION AGREEMENT

A form must be filed in order to schedule events, meetings or parties

This agreement is made between the VIHOA, and the Valencia Isles Club or Organization named below, hereafter referred to a "Club," for use of any VIHOA area including the Clubhouse, Health Club or Sports Park.

A damage deposit of \$200 may be required at time of reservation. Vendor information and contracts must be submitted no later than one-month prior to date of function.

Authorized Club Representative MUST be in attendance at the function. Representative's address is where billing will be sent or deposit returned, whichever is applicable.

Club must assure that Palm Beach Crowd Control requirements are met.

Deadline for submission -- TWO MONTHS before event

Date Submitted _____/_____/_____

Location/Room Requested: _____

Day/Date of Event: _____/_____/_____ # of Attendees Expected _____

Organization _____

Event Planner _____

Phone (H): _____-_____-_____ Phone (C) _____

Event Name: _____ Type of Event _____

Setup Date & Time _____ Event Start Time: _____ End Time _____

Rehearsal/Sound Check Time (if known): _____

Entertainer/Vendor _____ Contact Tel.: _____

Attach proof of insurance or hold-harmless form

Setup requirements: Rounds _____ Theater Style _____

Card Tables: _____ # 8-Foot-Long Tables: _____

Named Person responsible for event set-up, clean-up, kitchen clean-up and moving all tables and chairs back into place: _____

Caterer's Name _____ Caterer's Phone _____

Attach proof of insurance or hold-harmless form

Form Effective Date: 07/27/2016

Valencia Isles Homeowners Association Rules and Regulations

VI FACILITY RESERVATION AGREEMENT – Page 2

I HAVE READ, UNDERSTAND AND AGREE TO ALL THE TERMS AND CONDITIONS OF THIS VI FACILITY RESERVATION AGREEMENT

Club: _____ Date of Function: ____/____/____

Authorized Club Rep Signature: _____

Print Name: _____

Address: _____

Club President: _____ Phone: _____

Signature

An Authorized Club Representative MUST be in attendance at the function.
Representative's address is where billing will be sent or deposit returned, whichever is applicable.

Club must assure that Palm Beach Crowd Control requirements are met.

Forms must be submitted to the Lifestyle Director by the 15th of the prior month.

Date Received: _____

Approved: _____

Denied: _____

Notification Date: _____

Comments:

Form Effective Date: 07/27/2016

Valencia Isles Homeowners Association Rules and Regulations

EVENT A/V REQUIREMENTS

_____#Wired microphones (5 available and preferred due to possible battery failure)

_____#Wireless hand-held microphones (Limit of 4)

_____#Wireless lapel microphones (Limit of 4)

_____#Speaker monitors on stage (Limit of 4)

_____#Microphone floor stands (Limit of 6)

_____#Microphone table stands (Limit of 7)

_____#Music stands (Limit of 5)

_____#Spotlights (2 available)

_____#Electric extension cords - 50 feet (2 available)

_____#Power strips (2 available)

Stage Lighting Screen(s) and projector(s) _____

#DVD/Blue Ray or VCRCD _____

Computer Software program needed _____

I have the file (flash drive preferred) Yes_____No_____

Internet link (address of website) _____

Cable TV Channel requested) _____

Lifestyle Director_____Date:_____
_____signature

Event Planner_____Date_____
_____signature

Form Effective Date:07/27/2016

Valencia Isles Homeowners Association Rules and Regulations

GRAND HALL SETUP

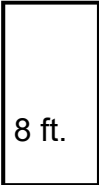
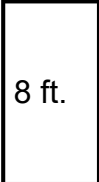
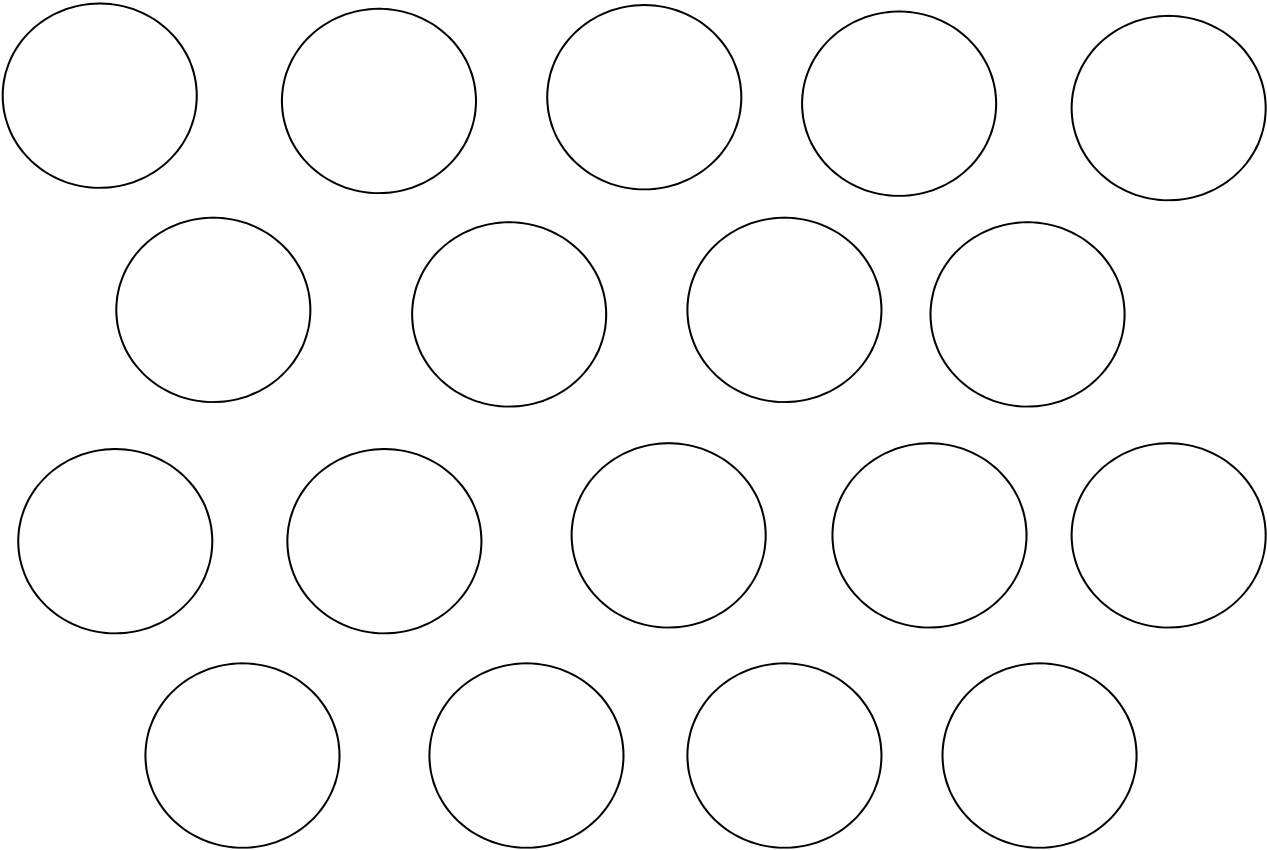


STAGE



DANCE FLOOR

DATE & DAY _____ FUNCTION: _____



AV BOOTH



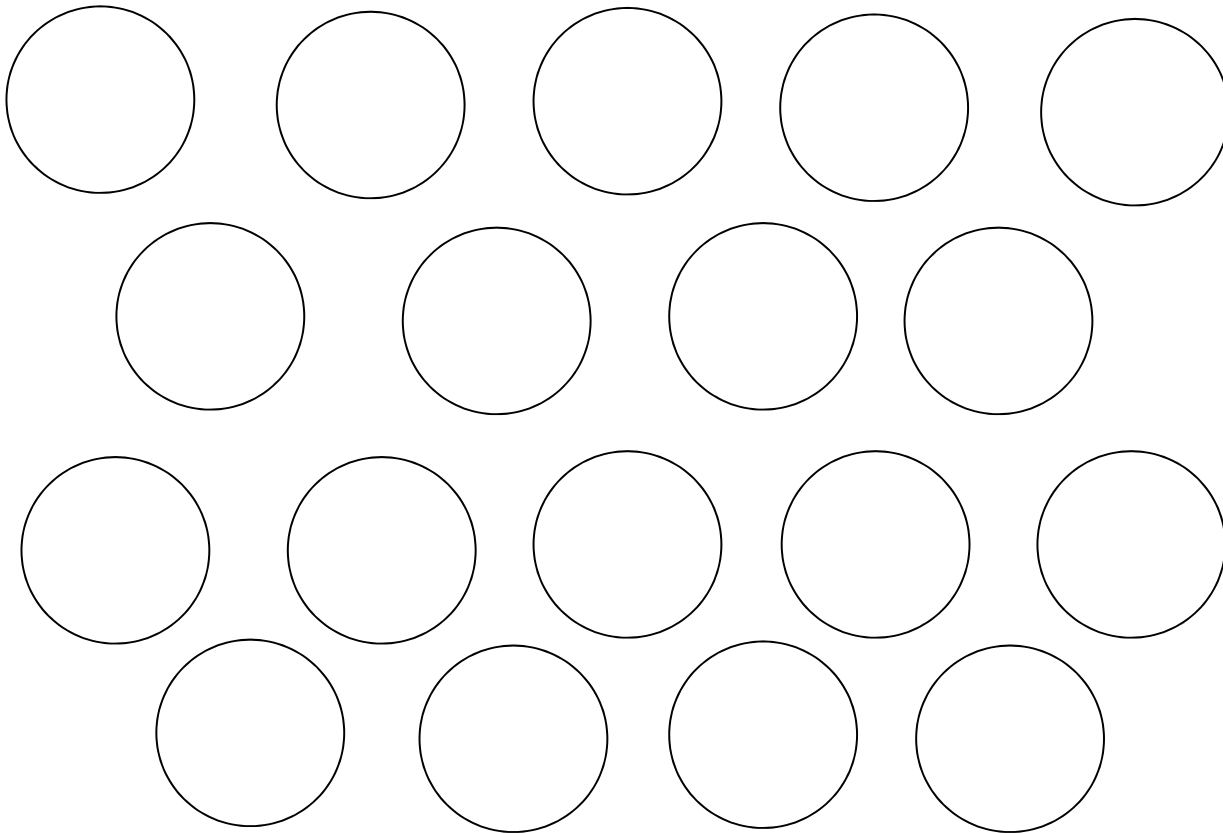
STORAGE CLOSET

Valencia Isles Homeowners Association Rules and Regulations

STAGE

DANCE FLOOR

DATE & DAY _____ **FUNCTION:** _____



8 ft.

8 ft.

AVAILABLE

23 - 10' Round Tables

7 - 12' Round Tables right

8 - 8' Rectangular Tables

FIRE CODE

Only 5 allowed left to right

May not have more than 4 12' in a row left to
plus 1 10'

AV BOOTH

ENTRANCE

**STORAGE CLOSET
CLOSET**

ENTRANCE