

BARINGTON PARK CONDOMINIUM RULES AND REGULATIONS.



Thank you for making Barrington Park Condominiums your home. Please review this document in its entirety and return the signed acknowledgement page within seven days of your move-in date.

**SCHEDULE “RR”
TO
BY-LAWS**

**RULES AND REGULATIONS
FOR
BARRINGTON PARK CONDOMINIUM**

(ALL REFERENCES HEREIN TO CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANING ASCRIBED THERE TO IN THE DECLARATION OF CONDOMINIUM FOR BARRINGTON PARK, A CONDOMINIUM (“DECLARATION”). THE ARTICLES OF INCORPORATION AND BY-LAWS FOR BARRINGTON PARK CONDOMINIUM ASSOCIATION, INC ALL REFERENCES HEREIN TO OWNERS SHALL ALSO INCLUDE RESIDENT'S.)

1. OCCUPANCY.

Units shall be used only as residences and for no other purpose. Each owner, tenant and occupant of a unit should carefully review the declaration for additional occupancy and use restrictions.

2. USE.

(a) No improper, offensive or unlawful use shall be made of any unit, the condominium property, common elements, the limited common elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

(b) No unit owner shall permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises, smells or otherwise. Unit owner shall not commit or permit any nuisance, immoral or illegal act in or about the condominium property.

(c) In order to preserve the residential character of the condominium, no business, trade or profession of any type whatsoever shall be conducted from within any unit in the condominium (other than units occupied by the developer and the commercial unit) without the prior written consent of the association. The association shall poses additional authority to promulgate rules and regulations governing the manner, method and to what degree of the additional permitted uses when in the association's sole discretion, the use in question has become excessive and/or violates the residential character of the condominium.

(d) The use of all common elements shall at all times be governed by these rules and regulations, as they may be amended from time to time by the association and by other rules and may be posted, from time to time in and about such common elements by the association.

(e) Common elements and limited common elements shall only be used for the purpose intended, and shall not be used for the hanging of garments or other objects or for the cleaning or rugs and or other items. Common elements and limited common elements shall not be obstructed, littered, defaced or misused in any manner.

(f) All recreational facility rules and regulations as posted on the condominium property, shall be strictly observed and enforced.

3. PETS. More than two (2) domestic pets (limited to either dogs, cats or other common household pets) may be kept in a unit. No matter what unit owner shall allow its pet(s) to commit any nuisance or to interfere with the rights of other unit owners or to unreasonable annoy other unit owners or to unreasonably annoy other unit owners or make improper use of the condominium property of the common elements. Pet waste must be removed by owners immediately. Pet(s) must be leashed and may only be walked in areas designated by the association. The owners of any pet(s) agree to indemnify the association and hold it harmless for any loss or liability arising out of the ownership of such pet(s). Those residents having pets must comply with all required procedures established by the association. All pets must be leashed when located outside the condominium units. Pets located on the premises may not weigh over fifty (50LBS) pounds and shall be neutered. The Following breeds shall not be permitted at the Condominium:

- Pit Bull
- German Shepard
- Rottweiler
- Doberman

All pet owners must provide 2 photos of their pet to the management office upon move-in.

4. APPARATUS AND ALTERATION

(a) No clothesline or similar device shall be allowed on any portion of the Condominium Property.

(b) A unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, terraces, storm shutters, or windows of a building, Common Elements, Condominium Property, or a Unit, except with the prior written consent of the Association, and further, if and when approved, subject to the conditions designated and adopted by the Association. All screening, window and exterior glass door coverings and drape linings shall only be in the colors specified by the Association. Anything to the contrary notwithstanding, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

(c) Installation of satellite dishes by unit owners shall be restricted in accordance with the following (1) installation shall be limited solely to the unit or any limited commons elements appurtenant there to, and may not be on or encroach onto the common elements; (2) the dish may be no greater than one meter in diameter; and (3) to the extent that same may be accomplished without (a)

impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using the an antenna the dish shall be placed in a location which minimizes its visibility from the common elements.

(d) Television, radios, musical instruments and other instrumentality of sound reproduction or amplification must be used at such times and at such levels as will provide a minimum disturbance to other unit owners. No radio or television installation or other electrical equipment shall be permitted in any unit if it interferes with the television or radio reception of another unit. Except as provided herein, no exterior antenna shall be permitted on the condominium property, provided that the developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines, security systems, and communication systems.

(e) All portions of the common elements must at all times be kept free of obstruction. No garbage cans, supplies, or other articles shall be placed in the pathway, halls, driveways, walkways or parking areas. All garbage shall be properly bagged and deposited in garbage disposal areas designed by the association.

(f) No unit owner shall in anyway affix any "for sale" or "for rent" signs or any other kinds of signs, notices or advertisements to the exterior of his unit or in any way allow any signs to be visible to the general public from within his Unit.

(g) No flammable, combustible, or explosive fluids, chemicals, or other substances shall be kept in any unit or on the common elements.

(h) Window treatments must be the same as or reasonably similar to that which was originally supplied by the developer in order to create uniformity of appearance. Any other window treatments or covering must be placed inward of the original window treatments.

(I) Except for developer repair decorating or remodeling, work will be performed on Mondays through Saturdays between the hours of 8:00 a.m., and 5:00 p.m. No such work shall be performed on Sundays or legal holidays, except in a case of emergency authorized by the association and as necessary by the developer, in the developer's sole discretion.

(j) No articles other than patio-type furniture shall be placed on the balconies, lanais, patios or other common elements.

(k) No terrace shall be cleaned in such a manner as to cause water or debris to drain from said terraces to other terraces below.

(l) No bicycles, skateboards, scooters, or similar equipment shall be permitted in the clubhouse, breezeways, sidewalks, the pool or other recreational areas. Bicycles shall be stored only in areas designated by the association.

(m) Second and third story units and one story units with basement flooring must be carpeted except kitchen and bathroom flooring may be tile or marble

(n) Screening of porches or balconies shall not be allowed.

5. **CHILDREN**. Children shall be the direct responsibility of their parents or legal guardians, including full supervision of children while within the condominium property and including full compliance by children with these rules and regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under the age of sixteen (16) years of age must be accompanied by a responsible adult over the age of eighteen (18) when entering and/or utilizing the recreational facilities. Children shall be permitted to be occupants of units, but are restricted in certain activities. No one under the age of 18 shall occupy a unit without a parent or legal guardian over the age of 18 contemporaneously occupying the unit.

6. **ASSOCIATION**

- (a) No owner, tenant or occupant of a unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the association, nor shall he or she attempt to send any such employees on private business of such unit owner, tenant, or occupant; such employees are to be directed only by Officers of the association or the management personnel engaged by the association.
- (b) The association, through its Officers or any designated agent, may maintain a pass key to each unit for utilization for pest examination services and/or in the event of emergency, such as fire, leakage, etc. No owner, tenant, or occupant of a unit shall alter any lock or install a new lock in any door leading into the unit of such owner without consent of the association. In the event such consent is given, the unit owner shall provide the association's Officer or agent with an additional key for the use of the associations pursuant to its right of access to each unit. Should an owner fail to provide such a key, the association shall have the right to forcibly enter for purposes provided herein and under the Declaration.

7. **PARKING**

- (a) Parking areas and garages are solely for non-commercial automobiles with a current passenger registration and proof of insurance. Garages may only be utilized for vehicle storage and not as a general storage and not as a general storage area. No parking decals or placards will be issued without current registration and proof of current insurance. No vehicle which cannot operate on its own proper shall be permitted to remain on the condominium property for more than twenty-four (24) hours. Speed limits shall be directly observed.
- (b) No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of any other description, recreational vehicles, boats are allowed on the condominium property. The prohibition of packing shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, or to any of the commercial unit's, association or developer's vehicles, subject to the terms herein. Parking spaces adjacent to garages shall be limited common elements for the exclusive use of garage condominium unit owners.
- (c) No vehicle maintenance or repairs shall be performed on the condominium

property, except for emergency repairs.

- (d) No vehicle belonging to any Owner or to a member of the family of an owner or guest, tenant or employee of an owner shall be parked in such a manner as to impede or prevent access to another owner's parking space. No parking on curbs, grass or across multiple spaces shall be permitted.
- (e) Except as provided for in the declaration, no parking spaces shall be assigned for the exclusive use of any unit owner, tenant, guest or invitee. Guest must park in the designated guest parking spaces. Any guest staying overnight shall be required to obtain a guest parking placard/sticker. Any vehicle parked on the condominium property for longer than twenty four (24) hours without proper parking authorization will be towed at the discretion of the association.

8. **PLUMBING.** Toilets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweepings, rubbish, rags, or other foreign substances shall be placed in them. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of a guest, by the unit owner who invited the guest onto the condominium property.

10. **RESPONSIBILITY FOR DELIVERIES.** Unit owners shall be liable for any and all damages to the condominium property caused by receiving deliveries, or moving and removing furniture or other articles to or from their respective Units.

11. **SOLICITATION.** There shall be no solicitation by any person anywhere in or on the condominium property for any cause, charity or any other purpose whatsoever, unless specifically authorized by the association.

12. **OPEN DOORS.** No occupant shall allow the front entrance to his or her unit to remain open for any purpose other than immediate ingress and egress. No screen or glass door may be affixed to the front entryway of an individual unit.

13. **FOOD AND BEVERAGES.** Food and beverages shall be consumed only within the units and in such other areas specifically designated for such use by the Association.

14. **ODORS.** No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to other owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

15. **COOKING DEVICES.** No fires, cooking devices, grills or other devices which emit smoke or dust shall be allowed or used upon any balcony, terrace, breezeway, sidewalk or any other Common Area, except as where authorized by the Association.

16. **EXTERIOR CHANGES.** No exterior changes to the units, including changes to Limited Common Elements, shall be made by any unit owner without the prior written approval of the board of directors pursuant to the terms and provisions of the declaration of condominium.

17. **COMPLIANCE BY UNIT OWNERS.** All owners, tenants, invitees, licensees, guest family members, agents, employees and occupants of a unit shall comply with these rules and regulations, and any and all rules and regulations which may from time to time be adopted by the association, and the

provisions of the declaration, Articles of Incorporation and By-Laws of the association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine (upon notice and hearings) and to possible legal remedies, including but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the declaration, the Articles and By-Laws.

18. **COMPLIANCE BY DEVELOPER.** These rules and regulations shall not be applicable to the developer, its designees, successors and assigns, or to units owned by the developer, its designees, successors and assigns, or to units owned by the developer, except for those specific rules and regulations contained herein that pertain to association approval of leases, restrictions on the presence of pets, restrictions on occupancy of units based on age, and restrictions on the type of vehicles allowed to park on the condominium property or association property provided. However, the developer and its designees shall have the right to be exempt from any such parking restrictions if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of units. These rules and regulations do not purport to constitute all of the restrictions affecting the condominium property. Reference should be made to the declaration articles of Incorporation and by-laws of the association, and any other documents governing the condominium property.

19. **RELIEF.** The board of directors shall have the power, but not the obligation, to grant relief to one or more unit owners under the particular circumstances involved from the provisions for specific restrictions contained in these rules and regulations upon written request therefor, and for good cause shown in the sole opinion of the Board.

20. **APPROVALS.** All approvals required or permitted hereunder from the association shall be in writing.

21. **MOLD.** Mold is found virtually in our environment-both indoors and outdoors and in both new and old structures. Molds are naturally occurring microscopic organisms which reproduce by spores and have existed practically from the beginning of time. All of us have lived with mold spores all our lives. Without molds we would all be struggling with large amounts of dead organic matter. Mold breaks down organic matter in the environment and uses the end product for its food. Mold spores (like plant pollen) spread through the air and are commonly transported by shoes, clothing, and other materials. When excess moisture is present inside a dwelling, mold can grow. There is conflicting scientific evidence as to what constitutes a sufficient accumulation of mold which could lead to adverse health effects. Nonetheless, appropriate precautions need to be taken.

A. **PREVENTING MOLD BEGINS WITH YOU.** In order to minimize the potential for mold growth in your dwelling, you must do the following:

1. Keep your dwelling clean-particularly the kitchen, the bathroom(s), carpets and floors. regular vacuuming, mopping and using a household cleaner to clean hard surfaces is important to remove the household dirt and debris that harbor mold or food for mold. Immediately throw away moldy food.
2. Remove visible moisture accumulation on windows, walls, ceilings, floors and other surfaces as soon as reasonably possible. Look for leaks in washing machine hoses and discharge lines-especially if the leak is large enough for water to infiltrate nearby walls. Turn on any exhaust fans in the bathroom and kitchen *before* you start showering or cooking with open pots. When showering, be sure to keep the shower curtain *inside* the

tub of fully close the shower doors. Also, the experts recommend that after taking a shower or bath, you: (1) wipe moisture off of shower walls, shower doors, the bathtub and the bathroom floor; (2) leave the bathroom door open until all moisture on the mirrors and bathroom walls and tile surfaces has dissipated; and (3) hang up your towels and bath mats so they will completely dry out.

3. Promptly notify management in writing about any air conditioning or heating system problems you discover. Follow our rules, if any, regarding replacement of air filters. Also, it is recommended that you periodically open windows and doors on days when the outdoor weather is dry (i.e., humidity is below 50 percent) to help humid areas of your dwelling dry out.
4. Promptly notify us in writing about any signs of water leaks, water infiltration or mold.

B. IN ORDER TO AVOID MOLD GROWTH, it is important to prevent excessive moisture buildup in your dwelling. Failure to promptly pay attention to leaks and moisture that might accumulate on dwelling surfaces or that might get inside walls or ceilings can encourage mold growth. Prolonged moistures can result from a wide variety of sources, such as:

- Rainwater leaking from roofs, windows, doors and outside walls, as well as flood waters rising above floor level;
- Overflows from showers, bathtubs, toilets, lavatories, sinks, washing machines, dehumidifiers, refrigerators or A/C drip pans or clogged A/C condensation lines;
- Leaks from plumbing lines or fixtures, and leaks into walls from bad or missing grouting/caulking around showers, tubs or sinks;
- Washing machine hose leaks, plant watering overflows, pet urine, cooking or beverage spills and steam from excessive open-pot cooking;
- Leaks from clothes dryer discharge vents (which can put lots of moisture into the air)
- Insufficient drying of carpets, carpet pads, shower walls and bathroom floors.

C. IF SMALL AREAS OF MOLD HAVE ALREADY OCCURRED ON NON-POROUS SURFACES (such as ceramic tile, Formica, vinyl flooring, metal, wood or plastic), the Federal Environment Protection Agency (EPA) recommends that you first clean the areas with soap (or detergent) and water, let the surface dry, and then within the 24 hours apply a pre-mixed, spray-on-type household biocide, such as lysol disinfectant, pine-Sol disinfectant (original pine-scented), Tilex Mildew Remover or Clorox Cleanup. (Note: Only a few of the common household cleaners will actually kill mold.) Tilex and Clorox contain bleach which can discolor or stain. **Be sure to follow the instructions on the container.** Always clean and supply a biocide to an area 5 or 6 times larger than any visible mold because mold may be adjacent in quantities not yet visible to the naked eye. A vacuum cleaner with a high-efficiency particulate air (HEPA) filter can be used to help remove non-visible mold products from *porous* items, such as fibers in sofas, chairs, drapes and carpets-provided the fibers are completely dry. Machine washing or dry cleaning will remove mold from clothes. **DO NOT CLEAN OR APPLY BIOCIDES TO:** (1) visible mold on *porous surfaces*, such as sheetrock walls or ceilings, or (2) *large areas* of visible mold on *non-porous* surfaces. Instead, notify us in writing, and we will take appropriate action.

If you fail to comply with this section, you may be held responsible for property damage to common elements, common areas, limited common elements, Condominium property or other units and any health problems that may result.

22. LEASES.

a.) No portion of a unit, other than by-the-bedroom leases authorized by the management company may be leased. All leases of the Units shall be in writing and shall be deemed to provide the Association shall have the right to terminate the lease upon default by the tenant in observing any provisions of this declaration, the articles of Incorporation and by-laws of the Association, Rules and Regulations, or other applicable provisions of any agreement, document, or instrument governing the Condominium or Administrated by the Association. Further, leases shall provide that the Association shall have the right to collect all rentals or lease payments due to the owner and apply same against unpaid Assessments, if, and to the extent that, the unit owner is in default in the payment of assessments. Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenants full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all exhibits hereto) and with any and all Rules and Regulations adopted by the association from time to time and that any failure by the lessee to comply with the terms under the lease shall empower the association with the right and authority on behalf of the owner to commence legal proceedings to cause the lessee to be evicted.

b.) All unit owners shall be jointly and severally liable with their tenants to the association for any amount which is required by the association to repair any damage to the common elements resulting from acts or omissions of tenants (as determined in the sole discretion of the association) and to pay any claim for injury or damage to property caused by the negligence of the tenant or for the acts and omissions of the tenant(s) which constitute a violation of, or noncompliance with, the provisions of his declaration and of any and all rules and regulations of the association.

c.) Leases for all units shall comply with and be subject to the provisions of the declaration of the condominium, articles of Incorporation, rules and regulations, by-Laws, and the act, and the provisions of same shall be deemed expressly incorporated into any lease of a unit. Furthermore, each prospective tenant and unit owners shall be required to attend an association interview in order to be educated as to the condominium document requirements. This subsection shall also apply to subleases and assignments and renewals of leases. All leases of units are hereby made subordinate to any lien filed by the association, whether prior of subsequent to such lease. **No lease of a unit shall be for a period of less than twelve (12) months and no unit may be leased in excess of two (2) times a calendar year except for renewals.** No withstanding the aforesaid, the Association reserves the right to grant an exception to the requirement that no Unit may be leased in excess of two (2) times per calendar year.

d.) The association shall have the right to review and approve all leases and lessees prior to execution of any lease and charge a reasonable administrative fee for the same and require that each lease contain certain uniform provisions, including provisions reflecting the foregoing terms and conditions. The foregoing lease restrictions shall specifically not apply to the commercial unit(s).

23. REMOTE CONTROL DEVICES AND IDENTIFICATION BRACELETS. Each adult

resident of a Condominium Unit whether a lessee for an owner, shall receive remote control devices (not to exceed two in a number per Condominium Unit) in order to access entryway into the Condominium Development including, but not limited to all common areas. Should a remote control device have to be replaced, then each such device replaced shall cost the owner or lessee thirty-five dollars (\$35.00). Replacement of a gate key card shall cost ten dollars (\$10.00) In addition, any owner or lessee who is an adult shall receive an identification bracelet (not to exceed two in number per condominium unit) to be worn at such the resident is utilizing the common area amenities of the condominium. Furthermore, as limited above, the resident shall receive two yellow identification bracelets for guests of the resident. The replacement of any ID bracelet shall come at a charge of twenty-five dollars (\$25) per bracelet.

Acknowledgment.

By signing my legal name below, I acknowledge that I have read, understood and agree to the Barrington Park Condominium Rules and Regulations.