

**BRADFORD ACRES CONDOMINIUM
ASSOCIATION RULES AND REGULATIONS**

2011

RULES & REGULATIONS

1. ***Building Uses:*** No unit shall be used except for single family residential purposes except for ancillary uses as applicable zoning codes and other laws and ordinances may permit to be made of residential buildings as defined in **(Section 7.2 of the Association Declaration)**
2. Owner is required to promptly pay the assessments levied by the association.
3. Owner must maintain said unit in a clean and sanitary condition and conduct such repairs to said unit including all interior surfaces of the walls, ceiling, and floors. Further owner must maintain repair and replace all fixtures therein and pay for any utilities which are separately metered to said unit.
4. Owner shall make no alteration, decoration, repair, replacement, or change of limited / common elements or to any outside or exterior portion of the unit or building. This is to include windows and doors, painting without Board of Directors consent. **(Article 12 Section 12.3)**
5. Nothing is to be done within said unit that would increase the insurance rates of the unit or common elements, or will obstruct or interfere with rights of other owners, guest or annoy them with unreasonable noises.
6. ***Nuisances:*** No nuisances shall be allowed on the Association Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of unit or which interferes with the peaceful possession, un-lawful, safety or in- proper, immoral or illegal use of the Association Property by its residence, guest or occupants.
7. ***No Improper Use:*** No improper, offensive, hazardous or unlawful use shall be made of the Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there over shall be observed.

Violations of laws, orders, rules, regulations, or requirements of any governmental agency having jurisdiction there over, relating to any portion of the association property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the association property, as may elsewhere herein set forth.

Notwithstanding the foregoing and any provisions of these Rules and Regulations, By-Laws or Articles of Incorporation, the association shall not be liable to any person(s) for its failure to enforce the provisions of this **(Article 12 Section 12.1)**.

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- 8. Rental and Leasing: (Article II Section 11.5)** No portion of a unit (other than the entire unit) may be rented or leased and must adhere to the following:
- No lease or rental shall be approved for a term of less than ninety (90) consecutive days.
 - Under no circumstances may more than one family reside in a unit at one time.
 - In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom, plus two additional persons.
 - No individual rooms may be rented within a unit.
 - All rentals or leasing of units will be in writing and require completion of **Association Rental Application Form**, to the Board or its representative for approval prior to execution of said rental/lease.
 - Owner shall be required to provide a background and credit check of the intended lessee.
 - All tenants, guests, visitors, and rentals will be required to comply with all rules, regulations, policies, and procedures of the Association.
 - Owners shall provide a copy of the Association's Rules and Regulations, and any other applicable documents to all guests and tenants within the unit.

The Board of Directors or its representative; may deny permission to lease any unit on any reasonable grounds as the Board may find. All written applications will provide that the Board of Directors or its representative; the right to terminate the lease or rental, upon default by the tenant in observing any of the provisions of these Rules and Regulations, any By-Laws, Articles of Incorporation or other applicable provisions of any agreement, document or instrument governing the properties.

Important: The Board of Directors reserves the right, to adopt reasonable rules and regulations, in the future, further governing the rental and leasing of unit in the association.

9. No Obstruction of Common Areas: No one shall in any way obstruct any part of the common areas and facilities including sidewalks, and roadways nor shall they be encumbered or used for any other purpose other than ingress and egress to and from the unit, without the prior written consent of the Board.

Owners, residents, their families, guests, tenants, agents, or visitors shall not for any reason or at any time trespass upon the roofs of the buildings. No cloths, sheets, blankets, laundry, carriages, wagons, shopping carts, toys, basketball hoops, hockey nets or any other articles of similar type be left therein or thereon the limited / common elements.

10. Bicycles, barbeques, outdoor chairs, benches and tables smaller than 18" diameter are allowed to be stored outside units as long as they are placed in designated areas. Bicycles are allowed to be stored in front of unit under stairway, and must be kept from blocking ingress and egress to said units. Chairs, benches and tables must be neatly stored against the wall of your unit and not impede ingress and egress. Barbeques may be stored outside in are in the common area located in the back of the community utilizing the cement pad provided and must be secured.

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11. No Liability of Personal Property of Unit Owners: All personal property of the unit owners, or any other occupant of the unit, whether in the unit or in the limited / common areas and facilities, or elsewhere on the association property, shall be kept therein at the sole risk and responsibility of the respective owner or occupant, and the Board; shall have no responsibility therefore.

12. Signs: no commercial sign, other than a real estate sign shall be erected by an owner within the property without obtaining in writing board approval.

13. Parking: owners shall park only in the appropriate spaces or designated areas in which parking may or may not be assigned by the board of directors. All commercial vehicles, tractors, mobile units, trailers, campers, boats or other watercraft must be stored off site.

14. Prohibited Vehicles: stored vehicles which are inoperative or do not have current operating license tags shall not be permitted on the property for more than Twenty-Four (24) hours, and no repair of vehicles shall be made on condominium property..

For this section; a vehicle shall be considered "stored" if it is on blocks or covered with a tarpaulin for a period of (24) consecutive hours which cannot be moved by means of starting up and driving vehicle or without prior approval from the board of directors.

For this section; a commercial vehicle will be any vehicle with tandem axles, commercial plates, has commercial tools stored on vehicle and has commercial signage. The Board of Directors reserves the right to make said determination on commercial vehicles.

Note: the board reserves the right to tow any vehicle that is in violation of said Association parking policy and procedures.

15. Animals and Pets: No animals, livestock or poultry of any kind shall be raised or kept or permitted on any property or within any unit other than dogs, cats or other usual common household pets, but no more than one (1) pet per unit which does not exceed ten pounds at maturity.

All pets while on association property must be accompanied by an adult and must be leashed at all times. All owners are required to clean up after their pet(s) while on the association property or any other owner property. All pets must be kept quiet at all times.

Further, that any such pet causing or creating a nuisance or disturbance or noise may be permanently removed from the condominium property upon ten (10) days written notice from the board.

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16. No exterior television or radio antennas of any kind shall be placed, allowed, or maintained upon any portion of the property including the unit(s). No satellite dish shall be erected or installed on any property or unit unless:

- The installation conforms to applicable federal law
- Is eighteen (18") or less
- Is erected, installed or maintained solely within imaginary lines drawn parallel from front corners of the dwelling to rear lot line; No part of such satellite dish shall be erected or installed and maintained that extends beyond the front corners of dwelling.
- No part of such satellite dish shall extend above the highest point of the roof of the dwelling.
- The Board of Directors must have approved in writing the location and installation of the satellite dish prior to installation.
- Is placed anywhere on the building without first obtaining association approval.

17. Radios, Phonographs and Musical Instruments: The volume of television sets, radios, phonographs, high- fidelity sound reproduction devices, musical instruments, etc. shall not be operated in any manner that would result in sounds emanating there from being heard in any other unit, or outside of the unit from which the sounds are emanating.

18. Speed Limit: The speed limit within the common grounds of the Association is 15 MPH.

19. Garbage and Trash Disposal: No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements of the applicable governmental authority, trash Collection Company or the Association for disposal or collection of waste shall be complied with.

All rubbish can only be placed within the dumpster(s) prior to scheduled pickup day. Rubbish "**must**" be placed in sealed bags and placed within rubbish container. Any furniture or large items needing to be discarded owner, guest, and tenant must arrange for special pick up. You shall not fill dumpster with your large debris.

Note: It is the owners and/or their guest's responsibility to make arrangements for disposing of trash if they are leaving prior to the scheduled trash pickup day. Further, no trash or debris is to be stored outside of the unit at any time.

20. Flammable, Combustible Materials: No flammable, combustible or explosive fluids or materials, chemical or substance shall be kept in any unit, storage, porch, shed or common area, except those for normal household use.

All barbeques are permitted on site however, owners must use proper safety measures when using or storing propane tanks so as not to be in violation of said fire code regulations.

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21. Compliance: Every Owner of Bradford Acres Condominium Association , their tenants, guests, invitees, officers, employees, contractors, subcontractors and agents shall comply with any and all Rules and Regulations adopted by the Association as well as all By-Laws, Declarations and Governmental laws, ordinances or orders.

ENFORCEMENT POLICY AND PROCEDURES

1. Enforcement: Failure to comply with any of such rules and regulations shall be grounds for immediate action which may include, without limitation the following actions:

- An action to recover sums due for damages, injunctive relief or any combination thereof.
- The Association shall have the right to suspend rights to use Common Areas as specified herein as well as utilization of the approved fine policy and procedure.
- The offending party shall be responsible for all costs of enforcement, including attorney's fees actually incurred and court costs, through and including the appellate level.
- Eviction of said tenant

2. Fines and Suspension: In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors of the Association, a fine or fines, or a suspension of the right to use the Common Areas and facilities for a reasonable period of time, may be imposed upon an Owner, or any tenant, guest or invitee for failure of an Owner, or any of the other parties described above, to comply with these Rules and Regulations or other By-Laws or Declarations, provided the following procedures are adhered to:

- A. **Notice:** The Association, or its Representative, shall notify the person or entity sought to be fined or suspended of the infraction or infractions.
- B. Included in the notice shall be the date and time of a special meeting of a committee of at least three (3) members appointed by the Board of Directors who are not officers, directors or employees of the association, or the spouse, parent, child, brother or sister of an officer, director or employee of the association at which time the person or entity sought to be fined or suspended shall present reasons why fines should not be imposed.
- C. At least fourteen (14) day's notice of such meeting shall be given.
- D. **Hearing:** The alleged non-compliance shall be presented to the committee as set forth Section 2(A) above, after which the committee shall hear reasons why a fine or suspension should not be imposed. The person or entity sought to be fined or suspended shall have a right to be represented by council and to cross examine witnesses. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
- E. **Amounts of Fines:** If the Committee recommendation is to impose a fine or suspension against the person or entity sought to be in violation, the Board of Directors may impose a fine of not to exceed of \$100 per day per violation or any other amount applicable by law until such violation has been resolved.
- F. **Payment of Fines:** Fines shall be paid no later than five (5) days after notice of the imposition or assessment of the penalties.

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- G. **Collection of Fines**: As to Owners, fines shall be treated as special assessments subject to the provisions for the collection of assessments as set forth herein. The association may take any available legal or equitable action necessary to collect fines and, without waiving the right to do the foregoing, may deduct fines from the amounts collected on behalf of the Owners. The association being hereby granted a lien on such amounts for such purpose.
- H. **Application of Fines**: All monies received from fines shall be allocated as directed by the Board of Directors.
- I. **Right of Ingress and Egress**: Suspension of common area use rights shall not impair the right of an owner or tenant to have vehicular and pedestrian ingress and egress for their unit, including, but not limited to the right to park.
- J. **Non exclusive Remedy**: These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the association may be otherwise legally entitled; however, any fine paid by the offending owner shall be deducted from or offset against any damages which the association may otherwise be entitled to recover by law from such owner.

Note: Enforcement: The purpose of these Rules and Regulations is to provide all Owners with an understanding, of the expectations and requirements of the Bradford Acres Condominium Association.

Respectfully submitted by: The Bradford Acres Condominium Association Board of Directors.

Adopted and approved on Oct 9, 11, 2011

Board President:

Daniel Kemp

RULES AND REGULATIONS

BRADFORD ACRES CONDOMINIUM ASSOCIATION, INC.

(the association)

In addition to the other obligations and duties heretofore set forth in the Declaration of Condominium and Bylaws for Bradford Acres Condominium Association, Inc. every unit owner shall:

1. Promptly pay the assessments levied by the association.
2. Maintain in a clean and sanitary manner, and repair, his unit and all interior surfaces within his unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit.
3. Not use or permit the use of his unit for any other purpose other than as a single family residence (as defined in Section 7.2 of the Declaration).
4. Not permit or suffer anything to be done or kept in his unit which would increase the insurance rates on his unit or the common elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his unit or on the common elements.
5. Conform to, and abide by, the Declaration and Bylaws in regard to the use of the unit and common elements which may be adopted in writing from time to time and to see that all persons using the owner's property by, through or under him do likewise.
6. Make no alteration, decoration, repair, replacement or change of the common elements or to any outside or exterior portion of the building or to any limited common elements.
7. Allow the board of directors or the agents and employees of the association to enter any unit for the purpose of maintenance, inspection, repair, replacement of the improvements within units or the common elements, or in case of emergency threatening units or the common elements, or to determine compliance with the Declaration or Bylaws.

8. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by proper governmental authorities. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owner of the unit. The association shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

9. Recognize that assessments by taxing authorities for the payment of ad valorem taxes and special assessments will be against the condominium parcel and not upon the condominium property as a whole.

10. Not place screens, jalousies or other enclosures (other than as originally installed) on any part of the building.

11. Not divide or subdivide a unit for purpose of sale or lease, except that a unit may be combined with a contiguous unit and occupied as one single family dwelling.

12. Not hang any laundry or other objects outside of the unit.

13. (a) Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each unit, the common elements, and limited common elements shall at all times remain in a clean and sanitary condition.

(b) Permit garbage receptacles to be outside the storage area provided only on the day for the scheduled collection.

14. Not make any use of a unit that violates any laws, ordinances, and regulations of any governmental body having jurisdiction thereof.

15. Park in the condominium property, only those vehicles which are licensed for noncommercial, passenger use. No commercial trucks, buses, boats, travel trailers, boat trailers, mobile homes, motor homes or recreational vehicles or any other type of trailers or commercial vehicles shall be permitted on the condominium property without the prior written approval of the Association. No overnight parking shall be allowed on the streets in the Condominium. For purposes of this subsection, the definitions as used in the Florida Statutes as amended from time to time shall be controlling. Vehicles which cannot operate on their own power shall not remain on the condominium property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the condominium property.

16. Not play upon or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television, or other sound amplifier system in a unit in such a manner as to disturb or annoy other occupants of the condominium, nor shall the aforementioned cause or permit to be caused any other unusual or disturbing noise, foul or noxious odors, or any activity which would be disturbing to other occupants of the condominium.

17. Not obstruct the sidewalks or entrances, of any condominium unit or use the same for any purpose other than ingress to and egress from the units. Bicycles may be stored only in garages.

18. Store all personal property in the condominium unit.

19. Make complaints of an unusual or major nature, other than routine, day-to-day complaints, regarding the service and maintenance of the condominium in writing to the manager or the agent designated by the board.

20. Not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the condominium. Unit owners shall not allow residents, their families, guests, servants, employees, agents, visitors, at any time or for any reason whatsoever to enter upon or attempt to enter upon the roof or power rooms of any of the buildings in the condominium.

21. Not keep in his unit or in any storage area any inflammable, combustible, or explosive fluids, chemical or substance except such as required for normal household use.

22. Not erect any antenna or aerial or install same on the roof or exterior walls of a condominium building. Any antenna or aerial erected or installed may be removed without notice at the cost of the unit owner installing same. Nothing herein, however, shall preclude the developer or the association from installing a master antenna for the condominium on the condominium property.

23. Not exhibit, display, inscribe, paint or affix, in, on or upon any part of the condominium property, any sign, advertisement, notice or other lettering by any unit owner or occupant without the written consent of the board of directors of the association.

24. Not direct, supervise, or in any manner attempt to assert any control over any of the employees of the association nor attempt to send any of such employees upon private business of such unit owner or resident. The employees of the manager and of the association, if any, are

employed for the purpose of providing for the efficient operation and management of the condominium.

25. Not peddle or solicit in, on or about the condominium.

26. Not exceed the speed limit of 15 m.p.h. on all condominium roadways, except where otherwise posted.

(27) Not have pets other than one common household pet which does not exceed ten pounds at maturity. All pets shall be kept quiet at all times. Provided, however, that such pets are not kept or maintained for commercial purposes for breeding and provided, further, that any such pet causing or creating a nuisance or disturbance or noise may be permanently removed from the condominium property upon ten (10) days written notice from the board. Pets are not permitted on any portion of the condominium property EXCEPT where adequately secured and retained by a leash which is hand held. All pets shall be taken directly to and walked within areas designated by the association so as to prevent the deposit of animal waste on the condominium property. In the event of deposit of animal waste on the condominium property, the owner of the animal shall remove same immediately.

28. Not apply any reflective window coating or other substance to the windows of the condominium unit, except as may be approved by the board.

The use and enjoyment of any common elements and common facilities not hereinbefore specifically mentioned and regulated are hereby restricted to ONLY unit owners, residents and the guests of said unit owners and residents.

The within provisions, rules and regulations are subject to change, modification or amendment pursuant to authority as is provided by the Bylaws of the association.