

CHARLESTON RIDGE CONDOMINIUMS
RULES AND REGULATIONS
<i>Amended 1 December 2005</i>

Each Owner shall be governed by and shall comply with the terms of the Condominium Documents and these Condominium Rules and Regulations adopted pursuant to those documents. All terms used in these Condominium Rules and Regulations shall have the same meaning as the identical terms used in the Declaration of Condominium for Charleston Ridge Condominiums. Failure of an Owner to comply with the provisions of the Condominium Documents and these Condominium Rules and Regulations shall entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment.

#### I. GENERAL RULES AND REGULATIONS

1. Units, Common Elements and Limited Common Elements. No Unit may be divided or subdivided into a smaller Unit. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners, their guests and lessees and other authorized occupants of Units. Nothing shall be done or maintained in any condominium unit or on any Common Elements which will increase the rate of insurance on any condominium unit or on the Common Elements, or result in the cancellation thereof, without prior written approval of the Board of Directors.

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:

- (a) **By the Association.** Unless caused by the specific abuse of an Owner or any licensee, guest, family member, tenant, or pet of an Owner, the Association shall maintain, repair and replace at the Association's expense:

- (1) All Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.
  - (2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services.
- (b) **By the Owner.** The responsibility of the Owner for maintenance, repair and replacement shall be as follows:
- (1) To promptly report to the Association upon discovery any defect or need for repairs for which the Association is responsible.
  - (2) To bear in their entirety any expenses of repairs or replacements to the Condominium Property occasioned by the specific use or abuse by any Owner or any licensee, guest or tenant of said Owner.
  - (3) To maintain, repair and replace all components, furnishings, carpeting, appliances and other property, real, personal or mixed, located inside or comprising a Unit unless provided otherwise in the Condominium Documents.

The Owner shall not paint or otherwise decorate or change the appearance of any portion of the Condominium Property without the prior written approval of the Association. Any damage to buildings, grounds, or other common areas or to equipment by any owner, tenant guest, family member, or pet shall be repaired at the expense of the unit owner. This charge may be assessed in addition to any fine or penalty. Unit owners are fully responsible for the actions of their tenants, family members, guests and pets, and shall be held accountable for any damage done to the property. Damage caused to any Unit, Common Elements, or Limited Common Elements by the personal property of an Owner shall be the responsibility of the Owner and not the Association. This includes, but is not limited to, any damage caused during a storm from the displacement of such personal property.

2. Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist.

Arrangements for the removal of bulk items must be made with the City of Tallahassee and shall not be placed in the community receptacles.

3. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

4. Leasing of Units. Owners have the right to lease/rent all or part of a unit. All of the terms and provisions of the Condominium Documents and these Condominium Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against an Owner. Any lease or rental agreement, whether oral or written and whether specifically expressed in such agreement or not, shall be deemed to contain a covenant upon the part of each such Owner and tenant designating the Association as the Owner's agent for the purpose of and with the authority to enforce the terms and provisions of the Condominium Documents or Condominium Rules and Regulations. Rental Property: All unit owners who rent to a tenant shall: (1) provide the tenant with a copy of the By-laws and Rules and Regulations, (2) include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents, (3) notify the Board of Directors in writing that the unit is tenant-occupied, giving the name(s), address and phone number of the occupants, and (4) provide to the Management Agent and/or the Board the name of any agent retained by the unit owner to manage the unit for him/her. The unit owner is responsible at all times for the enforcement of the established guidelines. No condominium unit within the project shall be rented for transient or hotel purposes.

5. Signs. Owners of Units have the right to place and maintain reasonably sized and located "For Sale" or "For Rent" signs in front of the respective unit.

- (a) No signs shall be placed in the Common Elements.
- (b) No signs are permitted except those used to market a Unit.

6. Prohibited Vehicles. Except as herein provided, no inoperable vehicle or other vehicle on which current registration plates are not displayed, no vehicle with more than two

axles, camper, house trailer, or boat may be kept on any Common Elements. No trailers or commercial vehicles (excluding those vehicles owned by the Developer or the Management Company) shall be parked in any parking space, except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association or the Owners. Bicycles and motorcycles shall not be stored on the Condominium Property except in such areas designated for this purpose. Prohibited vehicles will be towed.

7. Exterior Appearance. No Owner shall decorate or alter any part of a Unit so as to affect the appearance of the Unit from the exterior. Such decoration or alteration shall include, but not be limited to, painting or illumination of the exterior of a Unit, display of objects upon patios, balconies, railings or exterior window sills or ledges, reflective film or other extraordinary window treatments, draperies, window shades, screen doors and lights. The Association shall have the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision. Any alterations made to the exterior of a Unit or to the Common Element surrounding a Unit may be removed by the Board or Management Company at the Owner's expense.

8. Antennas and Satellite Dishes. No antennas of any type designed to serve a Unit shall be allowed on the Common Elements, except as may be provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception. Upon receipt of written approval of the Board, an Owner may install a satellite dish only on the Limited Common Element directly adjacent to the Owner's Unit. Such installation shall not require any alteration to the structure of the Unit, and should not extend beyond the Limited Common Area. Any satellite dish found to be in violation of this Rule must be removed at the Owner's expense and any damage to the Common or Limited Common Elements repaired at the Owner's expense to the specifications of the Association. Neither the Association, the Board, nor the Management Company assumes any liability for contracts entered into by an Owner with the satellite service provider if the dish must be removed or relocated.

9. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Owner to abate the noise transmission, and not the Association. In order to insure the comfort of all Owners and authorized users, radio, television sets, and any and all other such audio equipment generating noise should be turned down to a minimum volume so as not to disturb other persons. Any disturbance that can be heard outside of an Owner's unit may be subject to a fine or penalty, and if noise is problematic, the Board may set certain hours to remain peaceful and free of noise disturbances.

10. Obstructions. Sidewalks, entrances, driveways, passages, patios, courts, stairways, corridors, halls and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. Nothing shall be projected out of any window on the Condominium Property. All personal property of Owners shall be stored within the Unit. Vehicles not parked entirely within an owner's driveway that obstruct sidewalks or other driveways, or protrude into the roadway from a driveway will be towed.

11. Children. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, or stairways, streets, or other common areas which would cause an obstruction or safety hazard. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Condominium Property.

12. Balconies and Windows. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. Owners shall not allow anything to be thrown or to fall from windows, doors, or balconies. Provided, however, that any unit owner may display one portable, removable United States flag in a respectful way, and on Armed Services 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, regardless of any declaration, rules, or requirements dealing with flags.

13. Entry for Emergencies. In case of emergency originating in or threatening any Unit, regardless of whether or not the Owner is present at the time of such emergency, the board of directors of the Association, the Management Company or any other person authorized by the, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency.

14. Plumbing. Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Owner.

15. Roof. Owners are not permitted on the roof of any building within the Condominium Property for any purpose without the express written approval of the board of directors or Management Company.

16. Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the board of directors or the Management Company, except for solicitation by the Developer or an entity affiliated with the Developer in marketing the sale or rental of Units.

17. Parking. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant or employee of any owner shall be parked anywhere except in designated areas which include only the garage, entirely within the driveway not blocking the sidewalk, and the designated spaces in the Common Elements.

18. Storage of Dangerous Items. No flammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Element or Limited Common Element except as are required for normal household use.

19. Employees/Agents Control and Entry of Units. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developers or affiliated entity's on-going sales or rental programs, shall not be sent off the condominium Property by any Owner or authorized user at any time for any purpose. No Owner or authorized user shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company for proper resolution. Employees or agents of the Management Company shall be permitted, during reasonable hours, to enter units for maintenance and repairs.

20. Complaints. Complaints regarding the service of the Condominium shall be made in writing to the Management Company, as long as the Management Contract remains in effect, and thereafter, to the board of directors. Also, see Article XXIII of the Bylaws for information regarding unit owner inquiries. Complaints regarding violation of these Rules should be similarly submitted in writing and include documentation of the offense.

21. Payment of Maintenance Fees, and Special Charges and Fines. Payment of maintenance fees and other duly authorized charges and assessments shall be made at the office of the Management Company, as designated in the Management Contract.

22. Pets. The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Elements, except that this shall not prohibit the keeping of dogs, cats, and/or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes. All pets shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort or convenience of other residents. Any damage to person or property caused by a pet shall be the sole responsibility of the Owner. Dogs walked on Common Elements must be cleaned up after.

23. Clubhouse. The Charleston Ridge Clubhouse is available for reservations to Owners only. An Owner who wishes to reserve the clubhouse should contact the Management Company

or the Board and submit an application and the deposit set by the Association. This Owner shall be responsible for any damage to the clubhouse during the reserved period. When the Owner returns the key and the clubhouse has been inspected, the deposit will be returned less \$20 usage fee and any amount needed to clean, repair, or otherwise rehabilitate the clubhouse. No fire should be used on the deck or in the clubhouse. Any equipment to be brought into the clubhouse or onto the deck should be approved by the Association. Children under the age of 16 should not be left unattended at the clubhouse or on the deck.

## **II. ENFORCEMENT/PENALTIES**

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not an Owner, the Owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The Owner is ultimately responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

1st violation after written warning - \$25.00

Each repeated violation - \$50.00

The Board may not impose any fine or infringe upon any rights of a unit owner for violations of the rules until the following procedures have been complied with.

1. If a violation of the rules is alleged in a written complaint to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine may be imposed.

2. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board. The hearing shall be held at the next meeting of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.
4. If any Owner fails to comply with the Rules and Regulations or Bylaws, the Owner may be sued for damages or injunctive relief, or both, by the Board. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.

A fine will be applied to the Owner regardless of whether the offender is the Owner, a tenant, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the Owner. If the bill is not paid by the Owner, a higher fine may be imposed.

Fines and Penalties will be allocated to the Social Committee of the Association. Fines and Penalties not paid in a timely manner may result in an Association lien on your property.