

BORDEAUX VILLAGE ASSOCIATION, NO. 1, INC.
RULES AND REGULATIONS
ADOPTED FEBRUARY 15, 2023

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THIS DOCUMENT IS MEANT TO PROVIDE A SIMPLIFIED OVERVIEW OF THE RULES AND REGULATIONS AS SET FORTH BY THE ASSOCIATION DOCUMENTS.

THIS IS BY NO MEANS A REPLACEMENT FOR OFFICIAL DOCUMENTS PERTAINING TO THE DECLARATION OF CONDOMINIUM, BY-LAWS OR ARTICLES OF INCORPORATION.

PLEASE REFER TO THE DECLARATION OF CONDOMINIUM OWNERSHIP, BY-LAWS AND ARTICLES OF INCORPORATION FOR QUESTIONS ON OFFICIAL VERBAGE AND USE.

As a resident of Bordeaux Village Association No. 1, inc. it is incumbent upon you to become acquainted with all of the Association's Rules and Regulations and abide by them. These Rules and Regulations are to make condominium living a satisfying experience for all residents. If we all become better acquainted with these requirements and abide by them, then we will help ensure a community of congenial residents and protect property values.

The Association's Board of Directors ("Board") in the interpretation and enforcement of the Rules and Regulations do so in a manner in which they feel is consistent with the intent of the governing condominium documents, the Florida Statutes and the best interest of all Association residents. All residents are required to read and comply with these Rules and Regulations.

GENERAL

1. **Adoption and amendment.** Bordeaux Village Association, No. 1, Inc. ("Association") has adopted the following Rules and Regulations ("Regulations¹⁴"). These Regulations may be amended from time to time by resolution of the Board of Directors.
 - a. The Rules and Regulations of the Association are incorporated herein by reference.
 - b. The Association may adopt additional or more or less restrictive rules and regulations.

2. **Compliance, costs and expenses.** All Unit owners, their families, guests, invitees and all other persons on the Condominium property shall comply with these Regulations.
 - a. In the event of violation of the provisions of the enabling Declaration of Condominium, Articles of Incorporation or restrictions of the By-Laws, as the same are now or may hereafter be constituted, the corporation, on its own behalf, may bring appropriate action to enjoin such violation or to enforce the provisions of the documents just hereinabove enumerated, or sue for damages or take all such courses of action at the same time, or for such other legal remedy it may deem appropriate.
 - b. In the event legal action is brought against a condominium parcel owner, the losing litigant shall pay the other party's reasonable attorney's fee and court costs. Each owner of a condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to the default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures.
 - c. It is the intent of all owners of condominium parcels to give to the corporation a method of procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of condominium parcels and to preserve each owner's right to enjoy his condominium unit free from unreasonable restraint and nuisance.

3. **Assessment - monthly.** The Board of Directors has the authority to make assessments and establish the time within which payment is due.
 - a. The due date of the assessment is the first {1st} day of each month.
 - b. In addition to lien rights, a late fee of fifteen dollar: (\$15.00) shall be assessed together with interest at a rate of eighteen percent {18%} per annum from the due date until the date of payment for any assessment not paid within fifteen (15) calendar days of the due date of the assessment.
 - c. All payments must be in full or a late charge will be assessed. The Association Manager will send an invoice and/or a written notice to any unit owner that is delinquent.
 - d. Any unit owner that is delinquent for more than sixty {60} calendar days and who has not contacted the Board requesting special consideration, shall have their case automatically brought before the Board for consideration to institute legal proceedings.

4. **Children.** Parents/guardians are responsible to direct and control the activities of their children in order to require them to conform to the Rules and Regulations.
 - a. Parents/guardians will be responsible for Violations, or damage caused by their children whether the parent/guardian was present or not.

5. **Cigarette waste / smoking.** Cigarette waste is not to be disposed of or left in the common area.
 - a. The smoker is responsible for the proper disposal of their cigarette waste, including package wrapping, in appropriate trash/ ash receptacles.
 - b. Please ensure that the cigarette is properly extinguished before placing it in a trash receptacle.
 - c. As a courtesy to neighbors, care should be taken to prevent smoke from entering another unit.

6. **Common area.** Common areas are limited to the use of unit owners, renters and/or invited guests. All common areas are used at the risk and responsibility of the user(s). The user(s) shall hold harmless the Association from any and all damage, incidents, or claims, or any liability by virtue of such use.
 - a. Common area elements may not be obstructed, littered upon, defaced or misused in any manner. The common area shall be kept free and clear of all rubbish, debris and other unsightly materials, and no waste shall be permitted thereon. No clothes, bedding, laundry of any kind, or any other similar types of articles shall be hung in the common area or exposed or placed on the patio/ screened porch or in windows, etc. as to be visible from the exterior. Holiday decorations are permitted. See "Holiday Decorations" for more information.
 - b. Lawn furniture and children's toys will not be allowed to remain in the common area. Wading pools must be emptied daily and stored appropriately out of the common area.
 - c. No noxious, unlawful or offensive activity shall be carried on in the common area, nor shall anything be done therein, either willfully or negligently, which may be an annoyance to other residents or which shall, in the judgment of the Board, cause unreasonable, noise or disturbance to others.
 - d. Any activity which creates a nuisance, damages any common area or common area elements or disrupts the peace is prohibited on or in any portion of the common area.
 - e. Open flames (candles, torches, etc.) are not permitted in the common area, except for the lighting of a charcoal barbecue grill (which can only be used 10 feet away from buildings).
 - f. Street hockey, skate boarding, and similar activities which could create a hazard for others or conflict with the overall interests of the Association are banned on the common areas of the Association, including the sidewalk and street. Bicycling across the lawns is prohibited.
 - g. Unit owners shall inform tenants and/or guests of these restrictions on the common areas.

- 7. Complaint procedure.** Any complaint which alleges a violation of the Declaration, By-Laws or Rules and Regulations shall be submitted via email or in writing to the **Association Manager**. The complaint shall set forth:
- a. The name, address and phone number of the complainant;
 - b. The name and unit number of the person that committed the violation;
 - c. The specific details or descriptions of the violation. including the date time and location where the violation occurred, and;
 - d. A statement by the complaining witness that he or she will cooperate in the enforcement procedures and will provide testimony at any hearings which may become necessary.
 - e. When a complaint is made pursuant to the above procedure, the unit owner will be notified in writing by the Association Manager of the alleged violation. The Association Manager will also notify the Board in writing of the complaint.
- 8. Complaint hearing procedure.** If any resident charged with a violation either believes that no violation has occurred or that they are being wrongfully or unjustly charged hereunder, the resident must, within ten (10) days after the Notice of Violation has been received pursuant to the provisions herein, request a hearing.
- a. This request must be made in writing, preferably via email, to the Association Manager. If a request for a hearing is filed, a hearing on the complaint shall be heard before a panel. Hereinafter referred to as the "Panel of Inquiry" composed of Board members or a committee duly appointed by the Board to hear the complaint.
 - b. The Panel of Inquiry shall not include any persons presenting evidence during the hearing. The hearing shall be conducted at the next regularly scheduled Board meeting or at a special meeting to be held no later than six (6) weeks after delivery of the written request.
 - c. A notice of the hearing date will be sent to the resident and the person who filed the complaint. At any such hearing, the Panel of Inquiry shall hear and consider arguments, evidence of statements regarding the alleged violation, first from any person or persons having direct knowledge of the alleged violation and then from the alleged violator and any witnesses on their behalf.
 - d. Following a hearing and due consideration the Panel of Inquiry shall issue its determination regarding the alleged violation. The decision of the Panel of Inquiry shall be made by majority vote and shall be final and binding on the resident and Association. The resident shall be notified in writing of the finding by the Association Manager. If no request for a hearing is appropriately filed pursuant to the provisions herein, a hearing will be considered waived and the allegations of violations shall be deemed admitted by default.
 - e. In the event the alleged violation is not the first Violation by the resident, or in the event the violation is such that serious or irreparable consequences may occur by delay, the Board may elect to forward the matter to the Associations' attorney for appropriate action.

- f. If the unit owner is found guilty of the violation, than all legal expenses and costs incurred will be assessed to the unit owner's account. The Association's attorney, if contacted regarding the violation, shall send such notices, make such demands or take such actions as are necessary to protect the interests of the Association in accordance with the provisions of the Declaration, Bylaws or Rules and Regulations of the Association.
- g. In the event any violation has resulted in damage to any property, the Association will complete the repair and/or replacement needed and assess the actual costs to the unit owner. Any unit owner assessed hereunder shall pay any charge imposed within thirty (30) calendar days from the notification that such charges are due. All charges imposed hereunder shall be added to the unit owner's account, shall become a special assessment against the unit and shall be collectible as a common expense in the same manner as any regular or special assessment against the unit. Failure to make the payment on time shall subject the unit owner to all of the legal or equitable remedies necessary for the collection thereof. Notification of imposed charges are deemed served either by email, personal delivery to the resident's unit, or by mail following two (2) calendar days after deposit in the United States Mail via regular first class mail.
- h. The remedies hereunder are not exclusive and the Board may, in addition, take any action provided by law, in equity, or in the Declaration and By-Laws to prevent or eliminate violations thereof or of the Rules and Regulations of the Association.

9. Contact information. All unit owners will provide the Association Manager with the following Contact information:

- a. Their home telephone number, their emergency telephone number, their email address, and an additional emergency contact name and telephone number.
- b. In addition, unit owners that do not reside in their unit must provide their permanent residence address.
- c. Any expenses incurred by the Association attempting to locate a unit owner that fails to provide such information shall be an assessment to the unit owner's account.
- d. Unless otherwise provided by law, any unit owner that fails to provide such information shall be deemed to have waived the right to receive notices at any address other than the address of the unit, and the Association, Board, and Association Manager shall not be liable for any loss, damage, injury or prejudice to the rights of any such unit owner caused by delays in their receiving notice resulting there from.

10. Electric. Each resident is responsible for their own electric account with the electric company.

- a. The unit owner is responsible for the electrical system servicing their unit from the electrical meter on the exterior of the building to the unit's interior circuit breaker panel, the circuit breakers, and the unit's entire electrical system, including electrical lines throughout the unit. Association responsible for meter base and outside electrical line.

- b. Total electrical usage in any unit shall not exceed the capacity of the circuits originally installed in the unit. No electrical device creating electrical overloading of standard circuits may be used without advance permission from the Board of Directors.
 - c. Please immediately report any power outage to electric company.
 - d. All elements of the electrical systems outside the building and to the common area elements are the responsibility at the Association. Please notify the Association Management via email of any maintenance request for lights not working in the common area.
- 11. Exterior lights.** The carport lights, light poles along the sidewalks, and the exterior front door light fixtures are maintained by the Association, except light bulbs for the first floor exterior front door light fixtures are the unit owner's responsibility.
- a. Please notify the Association Manager via email if you notice a light not working.
 - b. Residents are encouraged to keep their exterior lights "on/illuminated" from dusk to dawn in the front and back of the building to provide additional lighting.
 - c. Unit owners may install additional exterior lighting at the back of the building outside their unit with advance written approval by the Board of Directors and at the unit owner's expense.
 - d. Any additional fixture installed by a unit owner is the unit owner's responsibility to be properly maintained. If the additional lighting is not properly maintained by the unit owner, then the Association will either complete the maintenance or remove the fixture and patch the area and assess the unit owner's account for the actual costs plus a twenty percent (20%) administrative fee.
- 12. Fireplace.** No fireplace shall be installed or constructed within any unit unless the same has been approved by the Board of Directors of the Association and the fire marshal. Any fireplace installed or constructed within any unit shall be so installed or constructed by a licensed contractor in compliance with all applicable building codes and regulations.
- a. Additionally, no fireplace shall be installed or constructed in such a manner that it encroaches upon any unit other than the one in which said fireplace is being installed or constructed.
- 13. Garage or yard sale, etc.** Garage/ Yard sales are prohibited unless they are organized and sponsored by the Association or the Feather Sound Association.
- 14. Holiday decorations in the common area.** Decorations may be placed in the common area in accordance with the following rules and regulations for the following holidays:
- a. New Years, Valentine's Day, Memorial Day, Independence Day, Labor Day, Halloween, Thanksgiving, Christmas, Kwanza, Rosh Hashanah, Yom Kippur, and Hanukkah.
 - b. Holiday decorations may be placed in the common area planting area in a manner not to inhibit landscape work or damage any landscape.

- c. Decorations may be placed in entry vestibules. Lights may be placed in landscape bushes and trees.
- d. Decorations may be placed within seven (7) calendar days prior to the holiday and must be removed within seven (7) calendar days after the holiday.
- e. Unit owner will be held liable for any damages caused for decorations.
- f. Decorations may be placed the exterior of building in a manner not to cause any damage or any penetration to the exterior of the building.
- g. Extreme caution is to be used to not hinder unit access, create a hazard, or cause property damage.
- h. Decorations are to be professional and tasteful, which will be assessed by the Board of Directors and whose determination is the final decision on the matter.
- i. The Association Manager will notify the unit owner of any decorations deemed problematic, which are to be immediately addressed (within 24 hours from verbal notification) by the unit owner or said problematic decorations will be removed by the Association at the unit owner's expense.
- j. Decorations not removed by the unit owner as required will be removed by the Association and the unit owner's account will be assessed for the actual costs plus a twenty percent (20%) administrative fee.
- k. The Association is not liable for theft or damage which might occur to any decorations.

- 15. Insurance.** In accordance with Florida Statutes, all unit owners are required to carry homeowner's insurance for the interior of their unit (cabinetry, ceiling finish, wall finish, flooring, plumbing and electrical fixtures, window coverings, etc), their interior air conditioning (HVAC) unit, and all their contents.
- a. Unit owners are to require their renters to carry renters insurance. "Bordeaux Village Association No. 1, Inc." is to be named as an additional insured on every unit owner's insurance policy.
 - b. Unit owners must provide to the Association Manager proof of the hazard and liability policy for their unit upon its inception and at subsequent renewals or when new policies are issued. A unit owner's failure to provide proof of insurance may result in the Association purchasing a policy at the unit owner's expense. If your insurance company requests any Association insurance information, please send your request via email to the Association Manager.

- 16. Liability.** Homeowners will be held completely liable for any and all damages to both persons and property as the result of their noncompliance with the Association Rules and Regulations regardless of whether or not the Association had put the homeowner on notice of their non-compliance with said Rules and Regulations.

- 17. Liens.** If a lien is filed against any unit owner, the Board shall have the right to collect the reasonable attorney's fee incurred in the filing and/or releasing of the lien, in addition to the amount of the fine(s), dues, or assessment. The amount of the filing fee and the attorney's fee shall be clearly stated on the lien notice form sent to the unit owner.

- 18. Noise.** Neighbors are to be respectful of each other. Disturbing noises are not permitted at any time.
- Loud/disturbing noise consideration is especially to be given between the hours of 11 p.m. and 8 a.m.
 - Please be aware that sounds echo from the enclosed porch. Slamming of doors, loud stereos, loud televisions, groups of people talking, yelling, etc. can be heard throughout a building or across the property, especially when the weather permits windows and patio doors to be open.
 - Wind chimes are not permitted. Please have consideration that these noises in particular can be very disturbing to your neighbors.
- 19. Nuisances and Illegal Acts.** No owner shall commit or permit any nuisances, immoral or illegal act in his unit or on the common elements.
- 20. Pest control.** Unit owners are responsible for pest control within their own unit, including in the unit's walls.
- Pest control for the exterior and termite control for the common elements is maintained by the Association. Please inform the Association Manager if you are experiencing a pest problem so efforts to eradicate the problem can be coordinated as you may not be the only resident experiencing a problem.
- 21. Pond/ retention pond.** The Retention Pond behind the buildings on the south side of the property is not our Association's property. It is posted "No Fishing" and is not be used as a recreational area. Please respect the property of our neighboring Associations, No. 2 and No. 3., who own the retention pond. Please report any problem with the pond immediately to the Association Manager who will contact the appropriate owner and notify them of the problem.
- 22. Rental or Lease.** Every lease and lease renewal of a unit must receive advance written approval by the Board of Directors. Please note that approval may not necessarily be given.
- Please immediately notify the Association Manager via email of a lease or lease renewal as soon as possible prior to the scheduled transaction date as the Board has fifteen (15) calendar days after receipt of all required items to review the information and notify the unit owner of the decision.
 - Before a sale can be entered into, the unit owner is required to submit an application to provide the Board of Directors in writing the information regarding the individual(s) that will be purchasing or renting the unit. The Association has a standard application to be completed and submitted. A non-refundable application fee is required. In addition, a copy of the signed original lease must be submitted. In addition to submitting the required items, all applicants must be interviewed in person by a Board Member.

- c. Please note that the Board has fifteen (15) calendar days after receipt of the required items and the interview for a decision to be issued. Please be advised that the application may not necessarily be approved by the Board of Directors. Contact the Association Manager via email to receive an Application package.
- d. Units are for SINGLE FAMILY USE ONLY. Use via lease of a unit by a company to be used for short-term housing of company employees or customers/clients is not permitted. Units may not be leased for transient or hotel purposes.
- e. All leases must be for a period of at least one (1) year. Renewal periods may be for a shorter term with the Board's advance written approval upon review of the reasoning for the renewal to be shorter than one (1) year. Subletting by tenants is expressly prohibited. The Association Manager must be notified in writing, preferably via email, within ten (10) calendar days of any early termination of a lease. Oral lease arrangements are expressly prohibited.
- f. Every lease must be in writing and shall contain the following provision: "This lease is subject to compliance by the Lessor and the Lessee with all the provisions of the Declaration, By-Laws, and Rules and Regulations of the Bordeaux Village Association No 1, Inc."
- g. The lease shall be in conformity with the Declaration of Condominium Ownership, By-Laws, and Rules and Regulations. As amended from time to time. Every unit owner shall be responsible for providing their tenants with the Declaration, By-laws, and Rules and Regulations.
- h. Unit owners that rent their unit understand and agree: that failure by Applicant to truthfully complete all information requested on the Application can result in revocation of approval by the Board and possible requirement that Applicant vacate the unit, that a violation of the Association's Rules and Regulations by Applicant can result in a fine(s), revocation of approval, and possible requirement that Applicant vacate the unit; that it is cause for revocation of approval, and possible requirement that Applicant vacate the unit, if at any time during the term of the Lease the information provided changes and a new Application is not submitted within seven (7) calendar days of the change(s), that the Board may not necessarily approve any changes submitted after the original Application, and; that the unit owner is responsible for any damages to any common elements caused either directly or indirectly by their Applicant(s).
- i. Unit Owners are responsible for the acts of their Tenants. If a tenant violates any provision of the Declaration, By-Laws, or Rules and Regulations, the Board, at its discretion, shall determine what actions should be taken against the unit owner and/or tenant, as the case may be. When the Board, at its discretion, determines that a violation or series of violations warrant termination of the lease, the Board may take whatever action or actions are necessary to terminate the lease.
- j. All expenses of the Board, in connection with any violations under these rules, shall be an assessment to the account of the unit owner. Provisions herein which relate to the execution of new leases shall become effective upon expiration of any lease which is currently in effect. However, the requirements herein are effective immediately.

k. Please refer to the "Signs" section for information regarding "For Rent/ Lease" signs.

23. Sale of unit. Every sale/ purchaser of a unit must receive advance written approval by the Board of Directors. Please note that approval may not necessarily be given. Please immediately notify the Association Manager via email of a sale at least thirty (30) calendar days prior to the scheduled transaction date as the Board has fifteen (15) calendar days after receipt of all required items regarding the new purchaser to review the information and notify the unit owner of the decision.

- a. Before a sale can be entered into, the current unit owner is required to have the prospective purchaser submit an application to the Association. The Association has a standard application to be completed and submitted. A non-refundable application fee is required. In addition to submitting the items required with the application, all applicants must be interviewed by a Board Member.
- b. Please note that the Board has fifteen (15) calendar days after receipt of the required items and the interview for a decision to be issued. Please be advised that the Application may not necessarily be approved by the Board of Directors.
- c. Contact the Association Manager via email to receive an application package.
- d. Units are for SINGLE FAMILY USE ONLY. Use via purchase of a unit by a company to be used for short term housing of company employees or customers/clients is not permitted.
- e. If you have someone living in your unit, other than the person or persons approved on your application, the Board of Directors must be notified. Additional occupancy may not necessarily be approved/ permitted.
- f. Please refer to the "Signs" section for information regarding "For Sale" and "Open House" signs.

24. Soliciting/ leafleting. Soliciting is strictly forbidden. It is requested that owners notify the Association if a solicitor appears and appropriate action will be taken.

- a. Distributing of any type of literature, whether for commercial, religious, educational, or other purpose is prohibited except through the US Postal Service.

25. Signs. Advertising signs of any type are not permitted. "For Sale" or "For Rent" signs or other advertising are not permitted to be permanently displayed anywhere, which includes any part of the unit that makes it visible from the exterior, in any part of the common area, in or on any vehicle, and on any other movable product.

- a. Professionally completed "For Sale", "For Rent/Lease", and/or "Open House" signs are permitted temporarily, during a limited time open house consisting of no more than twelve (12) consecutive manned hours, to be displayed in a neat and professional fashion in a manner that will not harm or infringe on the use of the common area as follows:
- b. one (1) at each of the two Heron Terrace street entrances, one (1) at the edge of the street in a parking space, and; one (1) near the entry of the unit. No more than a total of four (4) temporary signs are permitted.

- c. Signs must be either a freestanding sandwich board style or on a stake/pole placed into the ground only/ not into paving.
- d. Signs may not be attached to any common area element. These temporarily displayed signal may not exceed the dimensions of 24 x 24 inches.
- e. Any sign is displayed at the sole risk of the unit owner and their agent. Unit owner will be responsible for any damage to any common area element caused by a sign.
- f. Any sign found not complying with the Rules and Regulations may be removed and thrown away by the Association Manager without notice to the unit owner or their agent.
- g. Security monitoring signs, professionally made, are permitted to be displayed on a stake within the landscape planter area in a manner not to inhibit landscape work one (1) in the front of the unit and one (1) in the back of the unit. Signs may not exceed the dimensions of 8.5 x 11 inches. Security monitoring decals are permitted to be displayed one (1) in each window of the unit.
- h. Homeowners are responsible to keep these signs clean and in good repair. Damaged or severely faded signs are to be removed and/or replaced by homeowner. Any sign found not complying with the Rules and Regulations may be removed and thrown away by the Association Manager without notice to the unit owner or their agent.

26. Smoke Detectors. Unit Owners shall install and maintain in good operating condition, smoke detectors, as required by law, in each unit, the Unit Owner shall be responsible for keeping the smoke detector(s) operable at all times.

27. Trash. Trash service is provided through the Association.

- a. Refer to the Community Bulletin Board for trash pick-up days. It will not be picked up on holidays (i.e., Memorial Day, Labor Day, Thanksgiving, etc), but will be picked up on the next regularly scheduled pickup day.
- b. Place trash out for pick-up along the street curb, being careful not to block the drive or your neighbors' vehicle/parking space, after 6 p.m. the night before the scheduled pick-up day.
- c. Trash must be secured so it does not blow all over the street or allow "wild critters" to rummage through it. It is requested that you place your trash in a lidded hard plastic trash can. Please note that there are armadillos, raccoons, and possums in the area.
- d. Receptacles must be removed from the street/ carport area/ visibility by sunset of the pick-up day. If for any reason garbage is not picked up on the pickup day, the receptacles must be returned to their storage place and out of visibility by sunset of the pickup day. Any litter remaining on the ground after pick-up must be cleaned up and removed by resident.
- e. Trash receptacles consisting of either galvanized or plastic trash containers (not over 33 gallons) are accepted and cannot exceed fifty pounds (50) lbs.) in weight.
- f. Trash/ containers are not to be stored anywhere outside, such as at your front door or in the carport area. Receptacles need to be stored inside your unit or storage unit.

- g. No hazardous wastes such as paints, pesticides, oils, gasoline, propane tanks, computer monitors, etc. are to be included in your trash. You can take these items to the hazardous waste disposal center on 28th Street North just south of the intersection with 118th Avenue North.
- h. You must call the trash company and arrange for a special pick-up of bulky items that will not fit into the regular trash truck, items over fifty pounds (50 lbs), building/construction type debris, including drywall, tile, carpet, bricks, and automotive parts, etc. as these items will not be picked-up with the regular trash. The nominal cost for this special pick-up is the individual's responsibility.
- i. Unwanted non-trash items to be kept inside your unit until the day they are to be picked-up by an arranged donation service or buyer.
- j. Please donate unwanted non-trash items (i.e. AmVets, Salvation Army, Goodwill) or give them away or sell them.

- 28. Water usage and shut-off.** Unit owners are responsible for immediately repairing or replacing leaking plumbing fixtures (showerheads, toilets and faucets). Water usage per building is monitored and units will be inspected if an increase in water usage occurs.
- a. Water service is provided through the Association. The water company is Pinellas County Utilities.
 - b. Water shutoff valves are located in the front of each building under the kitchen window of the unit immediately adjacent to the water spigot.

BUILDING EXTERIOR, REPAIR AND MAINTENANCE

- 29. Alterations.** No alterations of any kind may be made to the exterior portions of any building, including the roofs, stucco, screened porch, and the like. Alteration and repair of the buildings is the responsibility of the Association, except for the interior of the units.
- a. No exterior painting of doors or building, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made to any interior boundary wall by unit owner or occupant without first obtaining written approval of the Association.
 - b. No reflecting device or materials may be used in any aforementioned areas.
- 30. Antenna.** Antennas are not permitted anywhere in the common area or anywhere within a unit that is visible from the exterior.
- 31. Articles outside the unit.** No personal property of the unit owner shall be left in the common area after sundown and before sun-up unless being operated or attended to by the unit owner (i.e. bicycle, barbeque, patio furniture). No Fencing, clothes line, storage bin/shed, dog house, or outdoor recreation equipment shall be placed, erected or maintained on any portion of the common area.
- 32. Attachments to building.** No puncture of any type is to be made anywhere to the exterior stucco of any building.

- a. It is prohibited to affix to the exterior of the building attachments such as, but not limited to, hooks, satellite dishes, bird houses or feeders, hanging plants, hose holders, canopies, plant hangers. etc.
- b. Any request for an attachment to an exterior wall, fascia board, or roof must be reviewed by the Board and must receive prior written consent of the Board. Consent may not necessarily be given.
- c. Attachment made prior to May 1, 2009 that were reviewed and approved by the Board at that time and noted in the Association records are permitted to remain as grandfathered items.
- d. When the unit owner removes an approved attachment, the unit owner must coordinate in advance the removal and subsequent repair to the building's exterior with the Association Manager. The repair necessary to the building upon the removal of any attachment is the responsibility of the unit owner

33. Barbeque grills and fuel tanks. Propane grills are NOT PERMITTED on the property.

- a. Charcoal barbeque grills are NOT permitted to be operated on a patio, enclosed porch, or balcony. All grills shall be used at least 10ft away from any structure. (PER FFPC NFPA 1, 10.10.6.1) (PER FFPC NFPA 1, 10.10.6.2) Listed electric portable, tabletop grills, not to exceed 200 square inches of cooking surface or similar apparatus **SHALL BE PERMITTED** (PER FFPC NFPA1, 10.10.6.1.1 - MODIFICATION TO NFPA 1 BY THE STATE OF FLORIDA).
- b. Metal containers, cans, or buckets should be used in the disposal of coals and/or ashes from a grill to prevent a fire hazard. Please ensure that charcoals are fully extinguished and "cold" prior to disposing of them in your trash.
- c. Any damage occurring from careless use of a barbeque grill shall be the responsibility of the respective unit owner from whose unit it occurred. The Association will complete the repair or replacement needed at the unit owner's expense.

34. Front door. The exterior side of the front door is not to be changed in any way.

- a. The Association is responsible for painting only the exterior of the front door.
- b. Ordinary wear and tear, repair/replacement to the front door is the Association's responsibility.
- c. Any repair/replacement that is not ordinary wear and rent is the responsibility of the unit owner.
- d. Holes (including putting a screw or hook into the door) are not to be placed in the door. If a screw hook, etc. is present on the door, then any damage caused by same is the unit owner's responsibility. Hinges, closers, knobs, handles, peephole, and locksets are the responsibility of the unit owner.
- e. The Association Manager will coordinate any repairs necessary and invoice the unit owner for any that are their responsibility.

35. Front screen door. The installation of a front screen door requires the advance written approval by the Board of Directors.

- a. The screen door must be a dark brown color.
- b. The screen door can either be a standard two panel glass and screen type (if space at the front door permits the opening of such type of door) or an invisible type.

- c. All costs associated with a front screen door, including its installation and any maintenance, are the unit owner's responsibility.
- d. If the front screen door is not properly maintained by the unit owner, then the Association will either complete the maintenance or remove the door and patch the area and assess the unit owner's account for the actual costs plus a twenty percent (20%) administrative fee.

36. Landscaping/ plants. Unit owners may not plant, install, remove, or replace any landscaping without advance written approval by the Board of Directors.

- a. A list of approved plant material that may be installed and a site plan of designated planting areas is available from the Association Manager.
- b. Plants with invasive root systems and plants or vines that cling, crawl or affix to any part of the buildings including the patio, porches, and carports are not permitted.
- c. If plants are installed without approval or in unapproved areas, then the cost of the removal and any subsequent damage, dirt and/or mulch replacement will be the unit owner's responsibility. The unapproved plants removal and any restoration needed to the landscaping due to said planting will be completed by the Association at the unit owner's expense.
- d. Dead potted plants, empty pots, and other debris are not to be left in the planting beds or anywhere in the common areas. No plant pots or other decorative elements are permitted on sidewalks or stairways.
- e. The Association is responsible for all exterior/ common area landscaping. The Association maintains at its discretion the trimming of all shrubs and trees, removal of any plant material, replacement of any plant material, mulching, fertilization, and weed control.
- f. Please notify the Association Manager of any concern or maintenance request regarding the landscaping.

37. Maintenance. Each unit owner shall be responsible on their own behalf and on behalf of any of their renters to maintain in good order and repair and in clean and orderly condition their unit, including the patio, front entry area, doors, windows, and the air conditioner and its pad. As well as cleaning, decorating, repairing or replacing all surface materials of the interior of the unit.

- a. The unit owner shall be responsible for all maintenance repair or replacement of any internal damage to the unit caused by an outside element, such as wind, hail, rain, etc. Nothing shall be done by the unit owner or their renters to prejudice the structural integrity, increase insurance or violate any applicable law or code in the building in which the unit is located.
- b. All maintenance requests must be made in writing via email to the Association Manager.
- c. If you spill trash, etc. on steps, sidewalks, parking lot, street, or anywhere in the common area, you are responsible for cleaning it up.
- d. Patios and balconies shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items.

- e. Each owner or occupant may provide his unit with laundry and drying equipment; but no drying of laundry will be permitted outside of the unit excepting in the laundry room.

38. Maintenance enforcement. In the event that a unit owner fails to maintain the unit as required by the Association, then the Association shall have the right to perform the maintenance, repair, or replacement necessary and assess the unit owner for the expense.

39. Patio/ screened porch. Residents are responsible to keep their patio/ screened porch clean and free from clutter and debris.

- a. Patios/ screened porches may not be altered in any way. Walls and ceilings may not be painted other than the designated exterior colors to maintain aesthetics of the property.
- b. Carpet and Astra-turf are not allowed.
- c. Residents shall not litter or throw, or permit anyone to throw from units, patios/ screened porch any dirt, dust, cigarettes, cigars, ashes, water, paper or other material.
- d. Each resident is responsible for damage caused by objects which fall from their patio / screened porch.
- e. Potted flowers/plants may be set on the floor only and not up on a ledge or railing.
- f. Potted flowers/plant pots must have suitable drainage prevention (such as a saucer) to protect balconies from water damage and so that dripping water will not interfere with the use by other residents of their patio/ screened porch.
- g. No awnings, sunroof or canopy of any type is permitted.
- h. Balconies and patios shall not be used as permanent storage areas. Items other than patio furniture, barbeque grills, outdoor planting, and rugs are prohibited.
- i. Bicycles shall not be stored on patio/ screened porch.
- j. Rug shaking, dust mop shaking or emptying of buckets, etc. from the upper screened porch is prohibited.
- k. The hanging of any items off the: screen structure is prohibited.

40. Realtor lock boxes. Realtor lock boxes are permitted to be placed only on the door knob of the unit being sold or leased.

41. Repairs/ remodeling. Condominium parcel owners shall make no repairs to any plumbing or electrical wiring within a unit, except by a licensed plumber or electrician authorized to do such work by the Board of Directors of the Association or its agent.

- a. Plumbing and electrical repairs within a unit shall be paid for and be the financial obligation of the owners of the unit, whereas the Association or its agent shall pay for and be responsible for repairs and electrical wiring within the common elements.
- b. No structural changes or alterations shall be made in any unit without the advance written approval by the Board of Directors. Unit owners may not make any alterations to the unit that would adversely affect the safety or soundness of the common elements or any portion of the Association property.

- 42. Roofs.** In order to prevent possible damage; no unauthorized persons are allowed on the roofs. Only persons authorized and coordinated by the Association Manager are allowed access to any roof.
- 43. Windows, screens and coverings.** If window replacement is desired or necessary, advance written approval of the Board of Directors is required prior to installation. Replacements must maintain the same aesthetic (Color, shape, size, design, etc.) as the existing.
- a. The exterior facing of all window coverings visible from the exterior of the building shall be white or off-white in order to maintain a uniform appearance. Sheets, bedspreads, paper, aluminum foil, etc. may not be hung, even temporarily, as window coverings.
 - b. Ordinary wear and tear to patio screens is the responsibility of the Association. Any repair/replacement that is not ordinary wear and tear is the responsibility of the unit owner. Please notify the Association Manager via email of any screen repair/replacement request. The Association Manager will coordinate any repairs/replacement necessary and invoice the unit owner for any that are their responsibility.

ANIMALS AND PETS

- 44. General.** Condominium unit owners shall not keep pets or other animals in their units or within the common elements unless prior written approval of the Board of Directors of the Association is obtained. It is your responsibility to notify the Association Manager for Board review of the pet(s). Changes must be reported to the Association Manager immediately upon resident's knowledge of the change and no later than seven (7) calendar days after the change has occurred.
- a. It is the intent that said written approval will not be unreasonably withheld for common household pets.
 - b. No animals, birds, reptiles, rabbits, livestock, fowl or poultry of any kind shall be kept, raised or bred in any portion of the property, except the following pets that are approved per unit: two (2) dogs or two (2) cats or one (1) cat and one (1) dog, each not weighing more than thirty five pounds (35 lbs); not more than two (2) birds; a hamster; a guinea pig; a ferret; small turtles (no outer reptiles are allowed), and; an aquarium no larger than fifty (50) gallons. No animal of any type that is illegal or considered dangerous is permitted.
 - c. In the event written approval as afore-described is obtained by the unit owner, then and in such event the unit owner will be required to be sure that the animal is always kept under a leash or in an appropriate carrier while in the common area.
 - d. In no event shall the animal be allowed to cause a nuisance or disturbance of any kind or nature. The Board of Directors of the Association can withdraw the written approval as to pets referred to above at any time in its sole discretion when the pet

- becomes a nuisance or the owner does not abide by the rules and regulations established by the Board of Directors of the Association pertaining to pets.
- e. Owners in the walking of their dogs or cats shall only use the area so designated as walking areas. The walking of pets shall be strictly prohibited on any other portion of the condominium property.
 - f. Unit owners shall be responsible for all damages to Association property caused by pets, their children, tenants, or guests own, keep or bring onto Association property.
 - g. Pet owners are required to clean up after their pet, especially in the common area.
 - h. If you see non-residents walking their pets through Heron Terrace and not cleaning up after it/them, please advise them to walk their pets elsewhere as Bordeaux Village Association No. 1 property is private property and Heron Terrace is a private street that is maintained by the Association.

VEHICLES, PARKING AND STORAGE

- 45. General.** All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association.
- a. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number.
 - b. Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations.
 - c. If the Association has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space.
 - d. No boats, trailers, campers, golf carts, motorcycles, or vehicles larger than a passenger automobile will be permitted within the development of which the unit is a part, and any such vehicle or any of the properties mentioned in the preceding sentence may be removed by the Association at the expense of the owner owning the same, for storage or public or private sale, at the election of the Association; the unit owner owning the same shall have no right or recourse against the Association therefore.
- 46. Car/ Vehicle washing.** Due to the area's water shortage, the high cost of water, and environmental concerns, vehicle washing is not permitted.
- 47. Carports.** No exterior alterations may be made to carports and the carport storage.
- a. Nothing shall be kept or stored outside of the storage area in the carport.
 - b. Carport storage doors must be kept closed when not in use to present an attractive appearance to the property.
 - c. Major car repairs or repairs which cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited.
 - d. Any work or activity producing noise on a vehicle in the carport or parking area is prohibited after 10:00 p.m. or before 8:00 a.m.
 - e. Carports shall be used for parking of the unit owner's vehicle only.

- f. Care and consideration for others must be exercised if the carport is used for minor repair or maintenance of your vehicle.
- g. Gasoline and other solvents in excessive amounts shall not be stored in the carport storage.
- h. Nothing shall be done or stored in a carport which causes harmful or offensive fumes.

48. Parking and Storage. Owner is given the right to use his parking space for automobile parking only.

- a. The parking spaces may from time to time be assigned by the Board of Directors of the Association to a condominium unit, which assignment shall not be recorded among the public records.
- b. Any portion of the condominium property may be designated for parking spaces by the Board of Directors, which shall include, if necessary, the condominium property within the common elements which has been or is landscaped, if the corporate sovereign having jurisdiction over said property, requires pursuant to zoning ordinances, additional parking space area with reference to the number of condominium units within the condominium complex.
- c. The Board of Directors may from time to time, should they determine there is a need, change the parking spaces assigned to the units provided that a unit always has a parking space.
- d. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his condominium unit and to give the Association the power and flexibility to deal with such situation.

49. Repairs. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of the owner will be permitted outside the confines of the owner's unit.

50. Vehicles. All non-commercial vehicles, except boats, trailers, all classifications of recreational vehicles, and golf carts, are permitted. Any type of vehicle with commercial or other printing on it is not permitted. Vehicles that have been altered so that their operation is extremely loud are not permitted.

- a. Each unit is allowed two (2) parking spaces, one open and one assigned covered space. Please use the covered space to leave room for other vehicles, especially guests. When you have guests please advise them not to park in covered parking spaces.
- b. Units needing parking for more than two (2) vehicles require the advance written approval of the additional vehicles by the Board of Directors.
- c. Parking is permitted in designated/ marked parking spaces only. Parking across more than one (1) parking space is not permitted. No vehicle of any type is allowed to be parked on the grass or on the street, Heron Terrace, at any time.

- d. Vehicles must be in good repair/working order and in continual use. Vehicles are not permitted to be stored on the property. All vehicles must be registered with a current license plate on it.
- e. Any vehicle that drips oil, brake fluid, or transmission fluid on the property is required to be repaired as quickly as possible. Efforts should be made to contain the leakage until the repair can be made to the vehicle. In the event that the property (parking area(s) and/or street) are damaged and require repair or require clean-up of the fluid as a result of such leakage, the Association will complete the damage repair and/or clean-up and invoice the vehicle's owner, who will be responsible for the cost.
- f. Major repairs of automobiles are not permitted. Minor repairs and tune-ups may be completed while parking within one (1) parking space. Car repairs that cause any type of nuisance, fire hazard, or annoyance to neighbors are prohibited. Any vehicle work or activity producing noise is prohibited after 10:00 p.m. or before 8:00 a.m.
- g. Stop signs must be obeyed subject to enforcement by the County Sheriff. The speed limit is 15 miles per hour on Heron Terrace street.
- h. Vehicles in violation of these parking regulations are subject to tow at the vehicle owner's expense.

51. Visitor parking. Visitors are permitted to park in an open (uncovered/ non-carport) parking space. Please advise guests not to park in covered / carport parking spaces. Parking across more than one (1) parking space is not permitted. No vehicle of any type is allowed to be parked on the grass or on the street, Heron Terrace, at any time.

- a. The unit owner whose guest has a vehicle that drips oil, brake fluid, or transmission fluid on the property is responsible for the damage repair required or clean-up of the fluid as a result of such leakage. The Association will complete the damage repair and/or clean-up and invoice the unit owner, who will be responsible for the cost.
- b. All vehicles must be registered with a current license plate on it. Vehicles in violation of these parking regulations are subject to tow at the vehicle owner's expense.

ENTRY INTO UNITS

52. General. Each unit owner shall allow the Board of Directors or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair, and/or replacement of the improvements within the units or the common elements, or to determine compliance with these restrictions, covenants, conditions and easements and the By-Laws of the Association.

MOVING

53. Damage. All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the unit owner or person in charge of such articles.

LISTING OF RESPONSIBILITIES*

Item	Owner Expense	Assoc. Expense	Notes
Address numbers		X	Includes building and unit signs.
Air conditioner /heater (HVAC)	X		Includes interior and exterior units, support pads, condensate lines - owner should pour 2 cups of bleach down the condensate line every month then flush with warm water to keep line clean
Asphalt Street		X	Heron Terrace
Attic Insulation	X		The insulation provided originally met code requirements. Any increase, update, or replacement desired is owner's expense
Birds in attic/chimney	X		
Carport		X	Painting, repair or replacement
Carport lighting		X	Light bulbs, repair or replacement
Chimney	X		Cleaning, repair or replacement
Door bell	X		
Dryer vent	X		Owner to clean once a year
Drywall - interior walls	X	X	Association expense if damaged and association is responsible
Electrical Supply	X	X	Association responsible for meter base and outside electrical line; owner responsible for interior unit panel.
Exterior of building		X	Repair or replacement
Exterior faucet		X	Repair or replacement
Exterior light poles		X	Light bulbs, repair or replacement
Exterior painting		X	Exterior side only - ordinary wear and tear - replacement requires advance written Board approval.
Front door hardware/locks	X		Hinges, closers, knobs, handles, peephole, and locksets.
Front door light fixture		X	
Front door light bulbs	X		
Front door painting		X	Exterior side only.
Front door stoop - Cleaning	X	X	Owner's to maintain cleanliness. First floor stoops are routinely cleaned by blower by the landscape crew to remove landscape debris.
Front screen door	X		Initial installation requires advance written Board approval. All upkeep is owner's

			responsibility
Front stoop concrete slab - first floor		X	Ordinary wear and tear, excludes any surface other than the original concrete - other materials are owner's expense.
Front stoop resurfacing	X		Requires advance written Board approval.
Gutters		X	Cleaning, repair or replacement.
Interior finishes	X		Diywall, cabinetry, flooring, fixtures, lighting.
Landscaping		X	All exterior repair or replacement.
Mailbox		X	Postal Service maintains, changes locks, distributes keys.
Patio screen/ door		X	Ordinary wear and tear.
Patio slab		X	Ordinary wear and tear, excludes any surface other than the original concrete - other materials are owner's expense.
Patio slab resurfacing	X		Requires advance written Board approval.
Patio surface	X		Materials other than the original concrete Surface.
Pest Control - Exterior		X	Including termite control.
Pest Control - Interior	X		Including in walls.
Pest waste removal	X		Individual pet owner.
Plumbing repairs - Interior	X		Clogs, back-ups, repair or replacement of fixtures - leaks are to be repaired immediately.
Roof- tile and metal		X	Repair or replacement, including gutters and downspouts.
Roofleak interior damage	X		Owner should have homeowner's insurance.
Satellite dish	X		Requires advance written Board approval.
Screen Porch - Floor	X		
Screen Porch - Structure		X	Ordinary wear and tear. Wall color is not to be changed from exterior building colors.
Screens		X	Ordinary wear and tear.
Sewer clean out - Interior	X		
Sewer clean out - Exterior	X		Owners to maintain line up to multi-unit line.
Shrub trimming		X	Routinely completed.
Sidewalk		X	Repair or replacement.
Sidewalk cleanliness		X	Serviced by landscapers.
Sprinkler/ Irrigation		X	Repair or replacement.

Steps - Exterior		X	
Steps - Exterior Cleaning	X	X	Routinely completed by landscape crew, owner's should assist in maintaining the cleanliness.
Storage door		X	Ordinary wear and tear.
Storage door hardware	X		
Street - Heron Terrace		X	
Termite treatment		X	
Trash removal	X	X	Owner to place trash at curb and clean-up any mess left behind after trash is picked up.
Tree trimming		X	Scheduled once a year.
Water/ sewer service		X	
Water service - supply lines		X	From meter base into unit.
Windows	X		Replacement requires advance written Board approval.

* Unit owners will be responsible for any and all damages that are caused by them, either directly or indirectly. The Association will complete whatever repair or replacement is necessary and invoice the unit owner for the expense.