

*Brantley Terrace Condominium Association, Inc.***Contents**

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*Brantley Terrace Condominium Association, Inc.***RULES AND REGULATIONS**

Each unit owner, each tenant and other invitee, and each association shall be governed by, and shall comply with provisions of this chapter (Chapter 718 Florida Statutes Condominium Act), the declaration, the documents creating the association, and association bylaws and the provisions thereof shall be deemed expressly incorporated in any lease of a unit.

(718.303-1)

Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by its Articles of Incorporation and Bylaws. Copies of such Rules and Regulations and amendment shall be furnished by the Association to all Unit Owners and residents of the Condominium.

(Declaration of Condominium 12.8)

If the declaration or bylaws so provide, the association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. No fine will become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall be in the aggregate exceed \$1,000.

(718.303-3)

Each Owner, lessee, invitee, relative, guest or otherwise, hereinafter referred to as Occupant, of the Unit, shall be governed by the following Rules and Regulations. All capitalized terms shall have the meaning as defined in the Declaration of Condominium of Brantley Terrace, a Condominium.

(Opening paragraph – Rules and Regulations)

In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations. The rules and regulations recited herein may not be amended except by an appropriate vote of the membership.

(Closing paragraph – Declaration of Condominium 12.15)

Brantley Terrace Condominium Association, Inc.

COMPLIANCE AND DEFAULT (15 - Declaration of Condominium)

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

Negligence

A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

(15.1 – Declaration of Condominium)

Cost and attorneys' fees

In any proceeding arising because of an alleged failure of a Unit Owner of the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, at trial or appellate levels and administrative hearings.

(15.2 – Declaration of Condominium)

No waiver of rights

The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the Bylaws or the Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

(15.3 - Declaration of Condominium)

*Brantley Terrace Condominium Association, Inc.***ALTERATIONS****Alteration of Exterior Appearance**

No reflective film or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors. All such window treatments, if approved, shall have an exterior appearance of white. Any alterations, decorations, repairs or replacements which have an effect on the exterior appearance must be first approved by the Board of Directors. (12.11 – Declaration of Condominium)

A Unit Owner shall not modify, alter, or otherwise decorate or change the appearance, décor or demeanor of any portion of the Condominium Property, windows window and door coverings, doors, or screens, nor shall any Unit Owner attach any thing or fixture to the Condominium Property or exterior of the Unit without the prior approval, of the owners of record of seventy-five percent (75%) of the Units, and the prior approval seventy-five (75%) of the Board of Directors of the Association. (7.1 b-2 Declaration of Condominium)

No alterations of any kind shall be made to the Common Element or Limited Common Element portion of the exterior or interior of any structure without prior written approval of the Board of Directors of the Condominium Association. The Board will give due regard to effects upon aesthetics, insurance, building codes and other regulations. (13 – Rules and Regulations)

Interior Alterations

All tile and/or wood floors installed after the original construction of the unit must have a layer of soundproofing material between the new tile and/or wood floor and the concrete slab on which the flooring is laid. Proof of the planned installation of the soundproofing material must be submitted and approved by the Board before alterations may begin.

(Board of Directors 6-07-04)

BALCONY

No laundry, clothing or other material shall be displayed on the balcony or porch of any Unit or hung within the Unit in a manner to be visible from the outside.

(14 – Rules and Regulations)

BICYCLES

No bicycle riding is permitted on the green areas or sidewalks within Brantley Terrace, a Condominium, but is permitted on the driving and parking areas. Caution should be used near the main entrance, as bike riding is hazardous to traffic.

(4 – Rules and Regulations)

CHARCOAL BROILERS**Charcoal broilers, etc.**

Charcoal broilers or small open flame burners or electric grills are not permitted to be used on balconies or any of the Common Elements.

(12.13 – Declaration of Condominium)

CHEMICAL-INFLAMMABLE MATERIALS

No inflammable, explosive or dangerous chemicals or fluid materials, except those intended for normal household use, may be kept in any Unit.

(18 – Rules and Regulations)

CHILDREN

Children shall be allowed. (12.10 – Declaration of Condominium)

CITY ORDINANCES

In addition to these Rules and Regulations, the Board reminds all Owners and Occupants of ordinances adopted by the City of Altamonte Springs and Seminole County governing pets, nuisances, destruction of property, operation of boats, discharge of air guns and fire arms, and destruction of wildlife. Violations of the City and County ordinances shall be regarded as violations of these Rules and Regulations as well. (11 – Rules and Regulations)

DISPLAYING-HANGING OBJECTS

Nothing shall be hung or displayed on the outside of windows or placed on the outside walls of a building and no sign, awning, canopy, gutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof, except with approval of the Board of Directors of the Condominium Association. This rule does not apply to hanging plants. (25 – Rules and Regulations)

FAILURE TO COMPLY**Right of action**

The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provision of the Condominium's documents or the decisions made by the Association.

(9.8 – Declaration of Condominium)

*Brantley Terrace Condominium Association, Inc.***GARBAGE**

All garbage and refuse from the Units shall be deposited with care in the containers provided for that purpose, and none shall be allowed to litter the Common Elements.
(21 – Rules and Regulations)

IRRIGATION LINES

Tampering with irrigation pumps or lines is prohibited except by authorized personnel.
(7 – Rules and Regulations)

LAWFUL USE**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. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.
(12.4 – Declaration of Condominium)

*Brantley Terrace Condominium Association, Inc.***MAINTENANCE OF COMMUNITY INTERESTS**
(13 – Declaration of Condominium)

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer and leasing of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

Leases subject to approval (13.1 – Declaration of Condominium)

No Unit Owner may lease its Unit without the written consent of the Association except as hereinafter provided.

Approval by Association

The written approval of the Association that is required for the leasing of a Unit shall be obtained in the following manner:

(1) **Notice to Association**

A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(2) **Certificate of Approval**

Within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease the fact that the Unit Owner is currently delinquent in the payment of an assessment at the time the approval is sought. If no action is taken within fifteen (15) days by the Association, the lease is deemed approved.

(3) **Screening Fee**

The Association shall require the deposit of a reasonable screening fee simultaneously with the giving of notice of intention to lease for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the lease, said screening fee shall be a reasonable fee to be set from time to time by the Association, which shall not exceed the maximum fee allowed by law.

*Brantley Terrace Condominium Association, Inc.***MAINTENANCE OF COMMUNITY INTERESTS (CONTINUED)****Approval by Association (continued)****(4) Unauthorized Leases**

Any lease not authorized pursuant to the terms of this Declaration shall be voided unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

- (5) Whenever in this section an approval is required of the Association in connection with the leasing of any Unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such leasing within ninety (90) days after the date of such event, or within thirty (30) days of the date upon which the lessee shall take possession of the premises, whichever date shall be later, shall constitute a waiver by the Association of the right to object and the leasing of such Unit shall be then considered valid and enforceable as having complied with this Paragraph Thirteen (13).

(6) Disapproval by Association

If the Association shall disapprove a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made.

Leasing of Units

After approval by the Board of Directors required herein, entire Units may be rented provided the occupancy is only by the lessee, his family and guests. No rooms may be rented and no transient tenants (tenants of less than 30 days or 1 calendar month, whichever is less) shall be accommodated in any Unit. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. No lease shall be for a period of less than thirty (30) days. Any such lease shall be in writing and provide that all of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the Rules and Regulations of the Association, the terms and provision of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement.

(12.5 – Declaration of Condominium)

*Brantley Terrace Condominium Association, Inc.***NOISE – DISTURBANCES**

No Owner or Occupant shall made or permit any noise that will disturb or annoy any Occupants of a Unit, or do or permit anything to be done which will interfere with the rights, comfort or convenience of such Occupants.

(20 – Rules and Regulations)

NUMBER OF OCCUPANTS – SMALL PETS**Units**

This is a residential Condominium, and therefore, each of the Units shall be occupied only as a single family residential private dwelling by no more than six (6) persons at any one time. No Unit may be divided or subdivided into a smaller Unit. Subject to the provisions of the Rules and Regulations, small household pets may be kept by Unit Owners within the Units. Such pets may not be kept, bred or maintained for any commercial purpose or in numbers deemed unreasonable by the Board of Directors.

(12.1 – Declaration of Condominium)

NUISANCES**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 residents or which interferes with peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist. No Unit Owner shall permit any use of his Unit or made any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

(12.3 – Declaration of Condominium)

OWNERS-DISTURBANCES

Owners and Occupants shall not use the Units, or permit their use, in such manner as would be disturbing to other Owners or Occupants, or in any way as to be injurious to the reputation of the Condominium.

(22 – Rules and Regulations)

*Brantley Terrace Condominium Association, Inc.***OWNERS-NEW OWNERS**

Each Owner has the right to sell or lease his Unit, provided that the Owner complies with the terms of the Declaration of Condominium. Each new Owner shall be bound by the provisions of the Declaration of Condominium and all condominium documents, and these Rules and Regulations.

(26 – Rules and Regulations)

PATIOS – BALCONIES

Common Elements shall not be obstructed, littered, defaced or misused. Patios and balconies shall not be used for storage space but must be kept neat at all times.

(4 – Rules and Regulations)

PETS

Dogs, cats and other pets are allowed to be kept in, on and about the Condominium Property only in compliance with these rules. Animals are to be kept within the living area of the Unit of their Owner, or on a leash when outside of the Unit. Any Owner or Occupant harboring any pet shall indemnify and hold harmless the Developer, Management Company and the Association against any loss or liability of any kind arising out of having any animal on the Condominium Property. If a pet becomes obnoxious because of barking, mischief or otherwise, such obnoxious activity may be reported by Occupants or by the Management Company. The owner of such animal will be notified to correct the problem; failure to do so may be cause for the Developer, Management Company or the Association to require removal of the animal.

(12 – Rules and Regulations)

PRIVATE BUSINESS PROHIBITED

No industry, business, trade, occupation or profession on any kind, whether commercial, religious, educational or otherwise shall be permitted on any part of the Condominium Property or in any Unit, whether designed for profit, altruism, exploration or otherwise.

(15 – Rules and Regulations)

*Brantley Terrace Condominium Association, Inc.***RECREATION FACILITIES**

Use of recreational facilities will be controlled by regulations issued from time to time by the Board of Directors of the Condominium Association.

(27 – Rules and Regulations)

Pool and Spa Rules

1. Children under 12 years must be accompanied by an adult in the Pool/Spa area.
2. Active play, loud music, rough-housing is strictly prohibited.
3. Diving into pool is not permitted.
4. Food/glass items/ or pets are not allowed in the pool or on the deck area.
5. Guests in the Pool, the Spa, and the Fitness Center are limited to four (4) guests per unit owner and must be accompanied by the Unit Owner.
6. Pool and Spa is open from Dawn to Dusk (HRS Regulation). The Fitness Center is open from 5:00 A.M. until 11:00 P.M. Anyone found trespassing after hours is subject to prosecution without exception.
7. Maximum Spa capacity is 5; Maximum Pool capacity is 33.
8. Pool signs are printed with print size and information as required by DOH.
9. Individuals are asked to shower prior to entering pool and/or spa.
10. Children in diapers must wear protective pants over their diapers before entering the pool.
11. Units owners, including their occupants and guests who violate these rules shall be subject to sanction by the Condominium Association.

Health Club Rules

1. Use the Workout Room at your own risk.
2. It is strongly recommended that you consult your physician prior to beginning any exercise program.
3. Children under 18 must be under the direct supervision of their parents.
4. Everyone using the Workout Room is required to bring a towel to wipe the equipment dry after use.
5. All radios, CD's tape decks, etc., are required to have a set of headphones when listening to audio programming.
6. Tennis or like soft-soled athletic shoes must be worn at all times in the Workout Room. Bare feet are strictly prohibited.
7. Tank tops, jeans, cut-off shorts or bathing suits are not permitted in the Workout Room.
Under no circumstances will men be permitted in the Workout Room bare-chested.
8. No swimwear allowed while working out.
9. No pets allowed
10. Please be courteous and limit your workout routine to a reasonable time period if others are waiting to use the equipment.

Brantley Terrace Condominium Association, Inc.

REFUSE

All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags are to be placed in the proper location for pick-up on designated pick-up days.

(12.15 – Declaration of Condominium)

RIGHT TO ENTER KEYS ON FILE

Association's Access to Units

The Association shall at all times have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes of gaining access to the Common Elements and Limited Common Elements for the maintenance, repair or replacement of the Condominium Property other than the Units, or to abate emergency situations which threaten damage to the Condominium Property other than the Unit entered. Each Unit Owner shall be required to keep on file with the Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation.

(9.7 – Declaration of Condominium)

ROOFS

Entering or attempting to enter upon roofs, equipment rooms, or power rooms is prohibited, except by authorized personnel.

(6 – Rules and Regulations)

SCREENS – PATIO – BALCONY

No alterations of any kind shall be made to the Common Element or Limited Common Element portion of the exterior or interior of any structure without prior written approval of the Board of Directors of the Condominium Association.

(13 – Rules and Regulations)

No screen doors or balcony or patio screening is to be added to Units with out approval as indicated in Paragraph 13 above. (17 – Rules and Regulations)

*Brantley Terrace Condominium Association, Inc.***SIGNS**

No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Association.

(12.6 – Declaration of Condominium)

No signs, window displays or advertising will be permitted on any part of the Condominium Property except as provided in the Declaration; this prohibition includes "For Sale" or "For Rent" signs.

(16 – Rules and Regulations)

SINGLE FAMILY USE

Each Unit shall be used only for the purpose of a single family residence and for no other purpose whatsoever except such uses as the Developer may make of a Unit or Units as provided by the Declaration of Condominium. Each Unit Occupancy shall maintain his Unit in a clean and sanitary manner and shall not sweep or throw any dirt or substance from the doors, windows or balconies.

(19 – Rules and Regulations)

SKATEBOARDING /ROLLERBLADING

No skateboarding or rollerblading is permitted on Condominium property.

(Board of Directors – February 26, 2004)

SPECIAL NOTICES

All official notices of the Condominium shall be noted as such. No member shall make or permit to be made any written, typed or printed notices of any kind or type whatsoever or post the same on the bulletin boards, mail or otherwise circulate to other members, which purports or represents to be an official act or notice of the Association. Notices of a social nature or purpose by a member to other members are permitted, provided that all such notices shall bear the signature of the member of members originating such notices, and such member or members shall be fully responsible for the contents thereof.

(28 – Rules and Regulations)

*Brantley Terrace Condominium Association, Inc.***SOUND AND NOISE**

Sound and noise from radios, phonographs, or other audio devices, television sets or from musical instruments or social gatherings shall be deemed a nuisance between the hours of 11:00 P.M. and the following 8:00 A.M., when audible beyond the confines of the Unit involved.

(23 – Rules and Regulations)

SPEED LIMIT

Speed of vehicles within the complex is limited to twelve (12) mph. Skidding of wheels on starts, stops or turns is prohibited. (3 – Rules and Regulations)

STORAGE PERSONAL PROPERTY**Storage Areas**

All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements cannot be used for storage purposes.

(12.14 – Declaration of Condominium)

There shall be no storage or parking of baby carriages or playpens, bicycles, wagons or toys on any part of the Common Elements. Such personal property must be stored in storage closets, or other areas designated for that purpose.

(24 – Rules and Regulations)

USE OF PROPERTY

No articles shall be hung or shaken from the doors, windows, or balconies, no articles shall be placed upon the outside window sills, or outside of balcony railings of the Units. Balconies are not to be used for storage.

(12.12 – Declaration of Condominium)

*Brantley Terrace Condominium Association, Inc.***VEHICLES**

All automobiles shall be parked only in the parking spaces so designated for that purpose by the Developer. No vehicle other than passenger automobiles, motorcycles, vans, mini-vans, pick-up trucks and all other non-commercial vehicles and any other two axle vehicle may be parked in Brantley Terrace, a Condominium. However, boats, boat trailers and small campers may be parked only upon application and approval by the Developer, and in areas designated in such approval. Once the Developer passes control of the Association to the Unit Owners, the Association shall have the power to review the above-referenced applications. (1 - Rules and Regulations)

FAILURE TO COMPLY: Vehicle will be towed.

Prohibited Vehicles

No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. No campers, recreation vehicles, boats or boat trailers may be parked on the Condominium Property. Motorcycles may be parked on the Condominium Property only with the written consent of the Board of Directors of the Association. (12.7 - Declaration of Condominium)

FAILURE TO COMPLY: Vehicle will be towed.

VEHICLE REPAIRS

No vehicles in a state of disrepair may be stored or repaired on Condominium property. (2 - Rules and Regulations)

WINDOWS**Window Treatment**

All window treatment must have an exterior appearance of white when viewed from the exterior of the building.

(7.5 - Declaration of Condominium)