



Barrington Club

A Condominium Association

RULES & REGULATIONS **(Revised May 22, 2008)**

The Rules and Regulations hereinafter enumerated apply to the condominium property, the common elements, the condominium units and the condominium in general, shall be deemed in effect until amended by the Board of Directors of Barrington Club Condominium Association, Inc., and shall apply to and be binding upon all condominium parcel owners (the "members"). The members shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel owners, pursuant to the terms of the Declaration of Condominium, The Condominium Association, and Florida law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions, any and all court fees costs incurred by in, together with reasonable attorney's fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. The Board of Directors may, from time to time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the common elements of the condominium and any facilities or services made available to the condominium parcel owners. Any waivers, consents, or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent, or approval of identical or similar situations unless notified in writing by the Board of Directors. The RULES AND REGULATIONS are as follows:

1. VIOLATIONS OF RULES AND REGULATIONS

- (a) Violations should be reported to the Barrington Club Association Property Manager.
- (b) Violations will be called to the attention of the violating owner by the Property Manager.
- (c) Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.
- (d) These rules shall apply to all members, their families, guests, tenants and invitees. Members shall be responsible for all violations by persons on the condominium property by permission or invitation of the member and all damages resulting from such violations.
- (e) The Board of Directors has the authority to enforce penalties for violations of the rules and regulations stated below.

2. FACILITIES

The facilities of the condominium are for the exclusive use of the members, lessees and their guests. Any damage to the buildings, common elements caused by any resident or guests shall be repaired at the expense of the owner responsible for such resident or guest.

"Guest" means any person who is not the unit owner or a lessee or a member of the owner's or lessee's family, who is physically present in, or occupies the unit on a temporary basis at the invitation of the owner or other legally permitted occupant without the payment of consideration.

Use of Common Elements and Association Property. To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the common recreation or parking facilities during the lease term.

3. NUISANCES

Radio, tape decks, disc and other sound equipment and television sets should be turned down to a minimum volume between the hours of 10 P.M. and 8 A.M. No owner shall use his unit, or permit it to be used, in any manner that constitutes or causes an unreasonable amount of annoyance or nuisance to the occupant of another unit, nor permit the premises to be used in a disorderly or unlawful way. Smoking on lanais/balconies is discouraged if an annoyance to the occupant of another unit.

4. PETS

(a) The owners or renter of each unit may keep two dogs or cats (or one of each) weighing not more than 25 pounds each. No reptiles, rodents, amphibians, birds, poultry, swine or livestock may be kept in the unit. The pet owner/unit owner shall be liable for all damage or injury to persons or property caused by the pet. The Board of Directors is empowered to order and enforce the removal of any pet that becomes a source of unreasonable annoyance to other residents of the Association.

(b) Pets must be leashed, placed in a pet carrier, or carried under the owner's arm while on the property.

(c) The pet owner/unit owner must immediately remove any animal droppings left by the pet in or on the common areas.

5. USE OF COMMON ELEMENTS

(a) The common elements shall not be obstructed, littered, defaced or misused. Sidewalks, entrances and driveways must be kept open and shall not be obstructed in any manner. This includes but not limited to potted plants, outside wall decorations and door wreaths. Holiday decorations can be displayed during the holiday season. Lights hanging from roof areas are prohibited. All decorations must be removed at the end of the holiday season.

(b) No signs of any kind shall be displayed from a unit or anywhere on the condominium common elements without prior written approval of the Association. The Association shall have the right to remove any signs placed on the common elements and either dispose of such signs or place them in storage at the owner's expense.

(c) No antenna or satellite dish shall be attached to or hung from the exterior of the condominium or the roof thereon without the express approval of the Association.

(d) Grills: Propane, charcoal or gas grills are not permitted in Barrington Club.

(e) Climbing onto the waterscape rock formations is prohibited. Likewise, climbing into the water in the waterscape is not allowed, as this is non-potable water.

6. CHILDREN

Reasonable supervision must be exercised when children are playing on the grounds and recreational facilities, i.e., pool and clubhouse. (See pool rules).

7. UNIT OWNER MAINTENANCE

Each unit owner is responsible, at his own expense, for all maintenance, repairs and replacements of his unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (a) Windows, window and balcony glass; doors, screens and associated hardware; appliances; fixtures; switches, fan motors, compressors, etc., serving only the particular unit.
- (b) No owner shall make any alteration in the portions of the improvements, which are to be maintained by the Association (such as limited common elements) or remove any portion thereof or make any additions thereto.
- (c) Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit, limited common elements, or common elements whether with or without Association approval, the owner shall be deemed to have warranted to the Association and its members that his contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.
- (d) Unit owners are **required** to shut off water at the main shut-off valve anytime their condominium unit will be vacant in excess of 48 hours. **The unit owner will be held liable for any damage done to the common areas as it will be considered gross negligence if this rule is not followed.**
- (e) When the water valve in a unit has been shut off, the electricity to the hot water heater should be turned off at the breaker in the electrical panel. This is to prevent the potential of fire.
- (f) In the absence of owner or tenant for extended periods of time, a reliable agent should check owner's unit at least once a month, or more frequently, and report any problems to owner. If serious in nature, and the owner is unable to be contacted, the Property Manager should be notified of the problem.
- (g) Unit owners are required to provide key access to their condominium unit to the Property Manager which is to be used only in the event of emergencies, or provide the management company with the names and phone numbers of person(s) overseeing your unit in your absence who have key access to owner's unit.
- (h) Further reference to unit owner's responsibilities, modifications and alterations is detailed in Barrington Club's Declarations of Condominium, paragraph 11, received by all owners at settlement of purchase.

8. EXTERIOR APPEARANCE

- (a) The exterior of the condominium and all other limited common areas (lanais/balconies included) shall not be painted or modified in any manner without the prior consent of the Association.
- (b) No awnings, window guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the condominium except as shall have been approved by the Association.
- (c) Garage doors shall be kept closed, except when entering or exiting the garage, or for necessary cleaning or maintenance.

9. HURRICANE PREPAREDNESS

- (a) During hurricane season – June 1 through November 30 – owners of **unoccupied units** are required to remove all furniture, flower pots, ornaments, etc., from lanais placing them inside the unit.
- (b) Barrington Club Association has approved detailed specifications for hurricane shutters for lanais and hurricane-proof glass for windows. Any hurricane protection must conform to approved specifications prior to installation. Contact the Property Manager for information and copies of these specifications. Hurricane protection not conforming to these specifications may require removal at unit owner's expense.

10. REFUSE CONTAINERS

Garbage cans and other refuse containers shall be kept out of view, except on designated collection days. Plastic bags containing trash are not permitted in lieu of refuse containers. Containers may be placed outside after 6:00 P.M., on the day prior to collection. Empty cans are to be returned to owner's garage as soon as possible on the day of collection.

11. SOLICITATION

There shall be no solicitation by any person, anywhere in the condominium for any cause, charity, or any purpose whatsoever, unless specifically authorized by the Board of Directors.

12. PARKING

- (a) Unit owners shall utilize their assigned garage before using the common parking areas.
- (b) No vehicle shall be parked in such a manner as to impede or prevent access to any other parking space, block or partially block the road, nor shall any vehicle be parked on the grass or on the road except where indicated in light colored bricks.
- (c) Inoperable vehicles are not permitted to be stored or parked on the common areas. Campers, trailers, pickups, trucks, off-road vehicles, boats, motorcycles, or motor homes are not to be parked outside in the common areas.
- (d) The use of vehicle covers is not permitted in outside parking areas.
- (e) Temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services is permitted, but not to exceed normal business hours.
- (f) **SPEED LIMIT WITHIN THE BARRINGTON CLUB COMPLEX IS NOT TO EXCEED 10 MPH.**

13. ROOF

Owners, tenants, lessee, guests, etc., are not permitted on the roof for any purpose.

14. TENANTS

Owners shall notify the Association in advance of the name and term of occupancy of any tenant authorized to occupy member's unit. The Association must issue prior written approval for any lease. Owners shall furnish to tenant copies of these Rules and Regulations. Owners shall be responsible for tenant's compliance with the same.

15. SALES & LEASES

- (a) Owner shall notify the Association of the name and mailing address of any new owners or tenants.
- (b) Owner shall notify the Association of the name and mailing address of **all** tenants and the commencement and expiration date of the lease.
- (c) No lease shall be approved or permitted for a term of less than thirty (30) consecutive days or greater than one year. No unit may be leased more than three (3) times per year.
- (d) Application forms for sales or leases may be obtained from the property management company.
- (e) All unit sales and leases must have prior written approval of the Board of Directors.

POOL: PLEASE ADHERE TO THESE IMPORTANT RULES, AND ENJOY THE USE OF YOUR FACILITY.

Use of the pool and spa:

- (a) Swimming is at user's own risk.
- (b) No lifeguard is provided.
- (c) Diving into the pool is not permitted.
- (d) Running is not permitted.
- (e) Pool gate must be kept closed at all times.
- (f) Proper attire is required in the pool and spa area.
- (g) Glassware is not permitted in the pool area.
- (h) Loud noises are not permitted.
- (i) Radios with earphones are permitted.
- (j) Please lower umbrellas and/or awning when leaving the pool area.
- (k) Other required rules posted at the pool are also for bather's safety.

BARRINGTON CLUBHOUSE

Suggested to be posted on the countertop of the kitchen facilities/and/or Bulletin Board.

Children are not permitted within the Clubhouse unless accompanied and supervised by an adult.

Reservations for private use can be made by using the Sign-up Sheet posted on the Bulletin Board at the Clubhouse entrance. Please honor your committed time request. If cancellation is necessary, please cross out your prior request.

The unit owner or lessee is responsible for the following:

- 1 Alcoholic beverages brought into the Clubhouse are to be under the close and continuous supervision of an adult.
- 2 Food and beverages brought into the Clubhouse are not to be left overnight.
- 3 Clubhouse, pool, and spa area are to be cleaned immediately after the party. Garbage and trash shall be bagged and placed into trash receptacle and tightly closed, or returned to your individual trash containers within your unit.
- 4 Lights, fans and air-conditioning are to be reset as found when occupancy was taken. Detailed operational instructions for the humidistat and thermostat are on the wall by the fan switch.
- 5 Be considerate of unit owners overlooking the pool and conclude the use of the Clubhouse prior to 10 P.M.
- 6 A treadmill is available for owners and guests in the Clubhouse. Operation of this equipment is at the user's risk.

THANK YOU