

CONDOMINIUM RULES AND REGULATIONS COUNTRYSIDE AT THE UNIVERSITY, A CONDOMINIUM

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

1. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners, their guests and lessees.

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

a. No one shall place trash or other refuse in the Common Elements of Limited Common Elements, or outside of their unit at anytime. Trash must be contained in a securely tied plastic bag of suitable strength and immediately disposed of in provided trash containers. No loose items or bags are to be left on the ground for collection.

b. There will be no littering. Paper, cans, bottles, cigarette butts, foods and other trash are to be disposed only in appropriate trash containers, and under no circumstances are such items to be dropped or left on the grounds or other Common Elements.

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

4. Leasing of Units. All of the terms and provisions of the Condominium Documents and these Condominium Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as an Owner. Any lease or rental agreement, whether oral or written and whether specifically expressed in such agreement or not, shall be deemed to contain a covenant upon the part of each such Owner and tenant designating the Association as the Owner's agent for the purpose of and with the authority to terminate any such lease or rental agreement in the event of violations by the tenant of the terms and provisions of the Condominium Documents or Condominium Rules and Regulations. The right of an Owner to lease or rent his Unit shall be restricted as described in the Declaration.

a. If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the association, the association may make a written demand that the tenant pay the future monetary obligations related to the condominium unit to the association, and the tenant must make such payment. The demand is continuing in nature and, upon demand, the tenant must pay the monetary obligations to the association until the association releases the tenant or the tenant discontinues tenancy in the unit. The association must mail written notice to the unit owner of the association's demand that the tenant make payments to the association. The association shall, upon request, provide the tenant with written receipts for payments made. A tenant who acts in good faith in response to a written demand from an association is immune from any claim from the unit owner. F.S. Chapter 718.116 (11)

5. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units.

6. Prohibited Vehicles. No trailers or commercial vehicles shall be parked in any parking space, except such temporary parking spaces provided for the purpose as may be necessary effectuate deliveries to the Condominium, the Association or the Owners. Bicycles and motorcycles shall not be stored on the Condominium Property except in such areas designated for this purpose.

a. Bicycles, Scooters, Motorcycles or Mopeds are not permitted within breezeways or under stairwells at anytime. Any Bicycle, Motorcycle or Moped found within the breezeways or under stairwells will be removed and towed immediately at Owner's/Tenant's expense.

b. Campers, motor homes, or other such vehicles are not permitted on the Condominium. Boats and trailers are permitted providing they have current valid tag; are no longer than 18 feet, able to fit within one parking spot within designated parking area marked for boats and trailers. Only mobile and operable passenger motor vehicles with current and valid registrations, license plates, may occupy any parking areas within the Common Elements. If a vehicle does not meet these requirements, the Association will place a dated notice on such vehicle to the effect that it will be removed from the property in accordance with the Condominium's towing policy.

c. Vehicles illegally parked on Condominium property may be ticketed and towed. Illegally parked includes a vehicle parked in a restricted area (too close to the garbage dumpster, double parked vehicles, parked on the grass or sideway, etc.). Any vehicle in an apparent inoperative condition (flat tire, wrecked, no tag, expired tag, etc.) is considered to be "abandoned" and is subject to towing at the owner's expense.

d. Off-road vehicles (e.g. dirt bike, ATV's) are prohibited from operation or use on the Condominium property. Only street legal vehicles are permitted on Condominium Property.

e. Only minor vehicle maintenance are allowed to be performed on the Condominium property. Minor vehicle maintenance is defined to include only the following repairs:

battery replacement, flat tire replacement, air filter replacement, washing and waxing. Oil changes and mechanical repairs are prohibited.

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

8. Antennas. No antennas of any type designed to serve a Unit shall be allowed on the Common Elements other equipment may be operated on the Condominium Property which interferes with television signal reception.

a. Satellite Dish – permitted on individual unit owner's balcony or patio area and must be on a pod or stand. It cannot be attached to the building or patio. For more information you can visit <http://www.fcc.gov/mb/facts/otard.html>.

b. FCC rule applies to antenna users who live in a multiple dwelling unit building, such as a condominium or apartment building, if the antenna user has an exclusive use area in which to install the antenna. "Exclusive use" means an area of the property that only you, and persons you permit, may enter and use to the exclusion of other residents. For example, your condominium or apartment may include a balcony, terrace, deck or patio that only you can use, and the rule applies to these areas. The rule does not apply to common areas, such as the roof, the hallways, the walkways or the exterior walls of a condominium or apartment building.

9. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Owner to abate the noise transmission and not the Association. In order to insure the comfort of all Owners and authorized users, radio, hi-fi and television sets, and nay and all other such audio equipment generating noise should be turned down to a minimum volume so as not to disturb other persons between the hours of 10:00 pm and 8:00 am. All other unnecessary noises between these hours should be avoided. Owners/tenants must contact Gainesville Police Department to file an official complaint with a copy given to the Association. First offense a warning letter will be sent to the owner/tenant; each consecutive offense a fine of \$100.00 up to \$1000.00 will be charged.

10. Obstructions. Sidewalks, entrances, driveways, passages, patios, courts, stairways, corridors, halls and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. Rugs or mats, except those either permitted or placed by the Association, must not be placed outside of doors in corridors. No sign, notice or advertisement shall be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property, except as shall have been approved in writing by the Association or is permitted by the Condominium Documents; nor shall anything be projected out of any window on the Condominium Property. All personal property of Owners shall be stored within the Unit.

11. Children. Children are to play only in areas either designated or clearly intended for play and they are not to play in public halls, or stairways, or other common areas, which

would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when Children are playing on the Condominium Property.

12. Balconies. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. No cooking shall be permitted on any balcony of a Unit. Owners shall not allow anything to be thrown or to fall from windows, doors, balconies or the interior of the building from hall doors.

a. The use of gas, charcoal, electric or wood fired grills is prohibited the balcony/patio area at any time.

13. Hallways. Bicycles, garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls or on staircase landings without prior authorization from the board of directors or the Management Company. No Owner shall allow doors to the corridor to remain open for any purpose other than for immediate ingress and egress.

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

a. If a key is not provided to the Association or its management company and reasonable effort to contact the Owner at the last known daytime phone number is unsuccessful, then damage to the Unit entry door and any other subsequent damages to common areas or other residents Units will be the sole responsibility of the Unit Owner. Furthermore the owner of said unit shall bare the complete cost in order for the Association to again entry.

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

16. Roof. Owners are not permitted on the roof of any building within the Condominium Property for any purpose.

17. Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the board of directors or the Management Company.

18. Parking. No vehicle belonging to any Owner or to a member of the family of an Owner or guest, tenant, or employee of any owner shall be parked in any unauthorized area.

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

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

21. Complaints. Complaints regarding the service of the Condominium shall be made in writing to the Management Company, as long as the Management Contract remains in effect, and thereafter, to the board of directors.

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

23. Weapons. No explosives, firearms, knives or weapons of any kind shall be permitted in any Unit or anywhere on the Condominium Property.

24. Pets. Each unit may keep no more than one household pet in his/her unit, limited to one (1) dog or one (1) cat with a maximum weight of not more than twenty (25) pounds at maturity, and fish and birds, provided that no pets are kept, bred, or maintained for commercial purposes and do not become a nuisance or annoyance to residents and neighbors. The following conditions apply:

- a. The following vicious breeds are not permitted on the Condominium Property at any time. Pit Bull; Rottweiler; German Shepherd; Doberman Pinscher; Chow Chow; Presa Canario; Boxer; Staffordshire Bull Terrier; or American Bulldog.
- b. No pets may be kept in or on the porch or patio area when the Owner is not in the Unit. No pet is to be tied to the Common Elements or Limited Common Elements at any time.
- c. No pet shall be allowed to defecate on the Common Elements or Limited Common Elements. An accidental defecation by a pet shall be immediately "pooper scooped". No pet shall be allowed to urinate within the breezeways, stairwells, or sidewalk areas of the Condominium property.
- d. Any damage caused by a pet to Common Elements or Limited Common Elements shall be repaired by the resident at his/her own expense to the satisfaction of the Association.
- e. All pets shall have certificates to verify veterinary-recommended vaccinations are up to date. A copy of the certificate and a photo of the pet shall be given to the Association.
- f. If pets create noise or are allowed to run loose without supervision in the Common Elements or Limited Common Elements in any way, the Board will

be forced to withdraw its consent, in which case the pet must be removed within 48 hours.

- g. Each Owner and their Tenants shall hold the Board and the Association harmless against loss or liability for any actions of his/her pets within the Condominium Property.

25. Fines. The Association shall give written notice to any Unit Owner who violates the provisions of the Condominium Declaration or Rules and Regulations. In the case of a tenant, such notice shall be sent to the tenant, with a copy thereof to the Unit Owner. If such violation continues 48 hours after receipt of such notice, the Association may assess a fine of \$100.00 for the first day and \$100.00 for each successive day per violation up to \$1000.00. F.S. 718.303 (3)

Reasonable rules and regulations concerning the use of the Condominium Property may be promulgated and amended from time to time by the board of directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. Such rules and regulations may be promulgated by the board of directors at any duly noticed meeting of the board or of the members.

The current Rules and Regulations were approved and adopted by the Board of Directors at the Annual Members Meeting held on August 6, 2012.

Effective Date: September 15, 2012.

Debbie S. Houdershelt

Debbie S. Houdershelt, CAM®
Community Association Manager
On behalf and for the Board of Directors
Countryside at the University Condominium Assoc., Inc.