

CONDOMINIUM RULES AND REGULATIONS  
OF  
HARTSFIELD PLACE CONDOMINIUMS

[Exhibit "E" to the Declaration of Condominium of Hartsfield Place Condominiums]

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 Hartsfield Place Condominiums. Failure of an Owner to comply with the provisions of the Condominium Documents and these Condominium Rules and Regulations shall entitle the Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including but not limited to an action for damages, an action for injunctive relief or an action for declaratory judgment.

1. Units. 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 and other authorized occupants of Units.

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

- (a) By the Association. Unless caused by the specific abuse of an Owner or any Licensee, guest or tenant of an Owner, the Association shall maintain, repair and replace at the Association's expense:
  - (1) All Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.
  - (2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services.
- (b) By the Owner. The responsibility of the Owner for maintenance, repair and replacement shall be as follows:
  - (1) To not paint or otherwise decorate or change the appearance of any

portion of the Condominium Property without the prior written approval of the Association.

- (2) To promptly report to the Association upon discovery any defect or need for repairs for which the Association is responsible.
- (3) To bear in their entirety any expenses of repairs or replacements to the Condominium Property occasioned by the specific use or abuse by any Owner or any licensee, guest or tenant of said Owner.
- (4) To maintain, repair and replace all components, furnishings, carpeting, appliances and other property, real, personal or mixed, located inside or comprising a Unit unless provided otherwise in the Condominium Documents.

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.

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 against an Owner. Any lease or rental agreement, whether oral or written and whether specifically expressed in such agreement or not, shall be deemed to contain a covenant upon the part of each such Owner and tenant designating the Association as the Owner's agent for the purpose of and with the authority to enforce the terms and provisions of the Condominium Documents or Condominium Rules and Regulations.

For any unit being leased or any lease renewal occurring after the effective date of this Rule,

Members must attach to the Primary Lease a Lease Addendum signed by both the Member and the Renter, in the form provided by the Association, as amended from time to time, and incorporated herein by reference. Members may include in the Primary Lease any provisions they desire, provided such provisions do not contradict the Lease Addendum, Declaration, Bylaws, and other governing documents of the Association, or applicable law or public policy.

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, except that the right is specifically reserved to the Developer to place and maintain “For Sale” or “For Rent” signs on the Condominium Property for as long as the Developer may have Units for sell. The right to place and maintain “For Sale” or “For Rent” signs on the Condominium Property is also specifically reserved on the Developer, Developer’s successor and/or assigns or any entity affiliated with the developer.

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

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

8. Antennas and Satellite Dishes. No antennas of any type designed to serve a Unit shall be allowed on the Common Elements or Limited Common Elements, except as may be provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

9. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Owner to abate the noise transmission, and not the Association. In order to insure the comfort of all Owners and authorized users, radio, television sets, and any and all other such audio equipment generating noise should be turned down to a minimum volume so as not to disturb other persons between the hours of 11:00pm and 8:00am. All other unnecessary noise between these hours should be avoided.

10. Obstructions. Sidewalks, entrances, driveways, passage, 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 such 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 the 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, streets, or other common areas which would cause an obstruction or safety hazard. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Condominium Property.

12. Balconies and Windows. Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges or balconies. No objects shall be hung from balconies or window sills. No cloth, clothing, rugs or mops shall be hung up or shaken from windows, doors or balconies. 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.

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, 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.

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 without the express approval of the board of directors or Management Company.

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, except for solicitation by the Developer or an entity affiliated with the Developer in marketing the sale or rental of Units.

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. All vehicles must have a decal or guest pass when on the property.

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

20. Employees/Agents Control and Entry of Units. Employees and/or agents of the Association or Management Company; and employees and/or agents of the Developers or affiliated entity's on-going sales or rental programs, shall not be sent off the condominium Property by any Owner or authorized user at any time for any purpose. No Owner or authorized user shall direct, supervise or in any manner

attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company for proper resolution. Employees or agents of the Management Company shall be permitted, during reasonable hours, to enter units for maintenance and repairs.

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

23. Pets. Provided that a nonrefundable pet fee of \$200.00 is deposited with the association, each owner shall be allowed to keep two (2) pets, up to a maximum of one hundred pounds (100lbs.) each, per condominium unit; provided, however, that no pet fee shall be required for small fish (i.e. goldfish and the like) that are kept in an aquarium under 30 gallons.

24. Parties. No parties will be allowed on the common area of the property under any circumstances. Common areas consist of all areas outside of your unit. The insurance liability is too expensive to cover this type of activity and will not be tolerated. There will be a maximum fine of \$100.00 per each occurrence.

25. Fines. Fines for violations of the rules and regulations excluding parties will consist of \$25.00 and \$4.00 a day until the violation is corrected. You will be notified of the violation and given between 15 to 30 days to correct the violation before being fined. Second offence of same violation will result in being fined automatically for the violation.

If you receive a fine, you have 10 days to appeal the fine. The request for appeal of the fine must be in writing and sent to Hartsfield Place Condominiums Inc. , P.O. Box 667, Tallahassee, FL 32302.

You will receive a written reply within 5 days of receipt of the appeal request. It is the responsibility of the owners to notify all Renters of the Rules and Regulations, Bylaws and Covenants of the Association and not Management.