

Bishop's Court at Windsor Parke

Rules and Regulations

(ALL REFERENCES HEREIN TO CAPITALIZED TERMS WHICH ARE NOT DEFINED IN THESE RULES AND REGULATIONS SHALL HAVE THE MEANINGS ASCRIBED THERETO IN THE DECLARATION OF CONDOMINIUM FOR BISHOP'S COURT AT WINDSOR PARKE A CONDOMINIUM ("DECLARATION"), THE ARTICLES OF INCORPORATION AND BY-LAWS FOR BISHOP'S COURT AT WINDSOR PARKE CONDOMINIUMS ASSOCIATION, INC ALL REFERENCES HEREIN TO OWNERS SHALL ALSO INCLUDE ALL RESIDENTS)

<http://www.stateofflorida.com/Portal/DesktopDefault.aspx?tabid=32>

<http://www.coj.net/default.htm>

1. **OCCUPANCY:** Units shall be used only as residences and for no other purpose. Units are to be used as a single family dwelling, and no individual rooms are to be rented out to individual occupants. Each owner, tenant and occupant of a Unit should carefully review the Declaration for additional occupancy and use restrictions.
2. **USE:**
 - a. No improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or of the Common Elements or any part thereof. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.
 - b. No Unit Owner shall permit or suffer anything to be done or kept in his Unit, which will increase the rate of insurance of the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise, nor shall any Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium Property.
 - c. In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any Unit in the Condominium without prior written consent of the Association.
 - d. The use of Common Elements shall, at all times, be governed by these Rules and Regulations, as they may be amended from time to time by the Association, and by such other rules and regulations as may be posted, from time to time, in and about such Common Elements by the Association.
 - e. All Common Elements shall only be used for the purpose intended, and shall not be used for the hanging of garments or other objects or for the cleaning of rugs or other items. Common Elements shall not be obstructed, littered, defaced or misused in any manner.
3. **RECREATIONAL FACILITIES:** All recreational facility rules and regulations, as posted on the Condominium Property, shall be strictly observed. Violators will be fined and are subject to prosecution at the Association's discretion.
 - a. **Pool Rules:**
 - i. Pool and Spa are for residents and escorted guests only. Trespassers will be prosecuted.
 - ii. Pool and Spa hours are dawn to dusk (hours will be based off the daily weather report)
 - iii. Residents must show a designated wristband for pool access. Wristbands are available at the Association's main office in the clubhouse during posted office hours and require occupant information and/or documentation. Each Unit will be allotted 2 wristbands for adults, and 2 wristbands for their guests for pool access.

- iv. Adult residents may only have two-escorted guests. No others allowed without prior Association written approval.
- v. No alcoholic beverages allowed.
- vi. No glass containers of any kind allowed.
- vii. No food allowed in pool and spa deck area.
- viii. No animals allowed inside pool-enclosed area.
- ix. Children 14 and under must be escorted by an adult resident at all times.
- x. Swimwear only - No Street clothes - No cutoffs.
- xi. No lifeguard on duty – swim at own risk.
- xii. No running or horseplay inside the pool area.
- xiii. If there is an Emergency dial 911.
- xiv. The Association assumes no responsibility for any injuries or illnesses that may result from the use of the pool, spa, or the pool facility and or equipment.

b. **Fitness Facility:**

- i. Use fitness center and facilities at your own risk.
- ii. Consult a physician prior to beginning any exercise program.
- iii. Persons under age 9 are not permitted to use the cardiovascular equipment; persons under age 12 are not permitted to use the weight machines; persons under age 16 are not permitted to use the free weights. For your safety, read equipment and instructions prior to use.
- iv. If others are waiting to use equipment, please limit use to 20 minutes.
- v. Do not attempt to make any repair to fitness equipment. Report malfunctions to management.
- vi. Appropriate footwear (tennis shoes, aerobic shoes) and clothing are to be worn in the exercise facility.
- vii. For health reasons, the consumption of alcohol is not allowed and alcoholic beverages are not allowed in the fitness center.
- viii. Please wipe down benches and vinyl after use.
- ix. Do not remove equipment from the fitness center.

X. Failure to comply with these rules will result in your removal from the fitness center and can result in the loss of fitness center privileges.

XI. The Association assumes no responsibility for any injuries or illnesses that may result from the use of the fitness facility and or equipment.

4. **PETS:** Residences are allowed no more than (2) domestic pets (limited to either dogs, cats or other common household pets) may be kept in a Unit.

- a. All pets must be on a leash not exceeding 20 feet. This applies to cats as well as dogs, or other animals.
- b. Residents who have pets are required by the Association to provide the management office proper identification of your pet(s) and are required to provide necessary shot records. Failing to provide this information is subject to fines for each sighting of your pet prior to submitting your information to Management.
- c. No Unit Owner shall allow its pet(s) to commit any nuisance or to interfere with the rights of other Unit Owners or to unreasonably annoy other Unit Owners or make improper use of the Condominium Property or the Common Elements.
- d. No pit bulls or other breeds of pets considered to be dangerous by the Board shall be permitted as stated in the Declaration of Covenants and Restrictions, Article 15, Section 15.3.
- e. Owners must remove pet waste immediately. Failure to comply will result in a fine. The Owners of any pet agrees to indemnify the Association and hold it harmless for any loss or liability arising out of the ownership of such pets.
- f. No housing/cages for pets are allowed on any part of the grounds, including on or around the decks. Animal runs/lines are not allowed.
- g. Pets may not be tied up outside unless the owner is physically outside with the animal. For example, a pet may only be tied up at the rear of the building if the owner is physically present outside at the rear of the building with the animal. If the owner needs to go inside for any reason, they must take the pet inside with them. Furthermore, if the owner is outside in front of the unit, the pet must either be inside or tied up outside in front of the unit with the owner physically present.
- h. Pets are not permitted on or in any recreational facilities within the association at any time. These areas including but are not limited to, the tennis courts, fitness center, pool area, putting greens, and clubhouse.

5. **APPERATUS AND ALTERATIONS:**

- a. No clothesline or similar device shall be allowed on any portion of the Condominium Property.
- b. A residential Unit Owner shall not cause anything to be affixed or attached to, hung, or placed on the exterior walls, doors, balconies, terraces, storm shutters or windows of a building, Common Elements, Condominium Property, or a Unit, except with the prior written consent of the Association, and further, if and when approved, subject to the conditions designated and adopted by the Association. All screening, window and exterior glass door coverings and drape linings shall only be white or off white. Anything to the contrary notwithstanding, any Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represents the United

States Army, Navy, Air Force, Marine Corps, or Coast Guard. Flag holders or stands may not be attached to the buildings in any way.

- c. Installation of satellite dishes, aeriats or antennae by Unit Owners shall be restricted in accordance with the covenants, conditions and restrictions as set forth in that certain Special Warranty Deed recorded January 30, 1997 in Official Records Book 8535, Page 1336 and 1344, Public Records of Duval County, Florida, and may not be placed or erected upon the Condominium Property, or affixed in any manner to the exterior of any building on the Condominium Property, without prior written permission of the Association Board of Directors and shall be further limited to non-attached installation on patios, balconies, or other designated Limited Common Elements. Wiring or cabling for installations may not breach or penetrate any portion of the building including, but not limited to, stucco, wood, door frames, doors, windows, window frames, or screening.
- d. Television, radios, musical instruments and other instrumentality of sound reproduction or amplification must be used at such times and at such levels as will provide a minimum disturbance to other Unit Owners. No radio or television installation or other electrical equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit. Except as provided herein, no exterior antenna shall be permitted on the Condominium Property.
- e. All portions of the Common Elements must, at all times, be kept free of obstruction. No garbage cans or bags, supplies, bicycles, motor vehicles, or other articles shall be placed in the pathway, halls, driveways, walkways or parking areas. Walkways in front of garages are to be kept clear of any obstructions at all times. Violators are subject to fines and vehicles are subject to being towed at the owner's expense.
- f. No Unit Owner shall in anyway affix any "for sale" or "for rent" signs or any other kinds of signs, notices or advertisements to the exterior of his/her unit or Common Elements, in any way or allow any signs to be visible to the general public from within his/her unit.
- g. No flammable, combustibile or explosive fluids, chemicals or other substances shall be kept in any Unit or on the Common Elements. This is in compliance with Florida State Law.
- h. Curtains, draperies, and other window coverings (including their linings) that face on exterior windows or glass doors of Units shall be white or off-white in color unless otherwise specifically approved by the Association.
- i. Repair, construction, decoration or remodeling work will be performed between the hours of 8:00 a.m. and 5:00 p.m., Monday – Saturday, except in the case of an emergency authorized by the Association. The Architectural Review Committee must approve in writing prior to the commencement of work all repairs or construction to a Unit.
- j. No articles other than patio-type furniture or planters shall be placed on the balconies, lanais, patios or other terraces below. Planters must be approved in writing by the Board of Directors, prior to placement, and shall not exceed 14 inches wide by 18 inches tall. Only 2 potted plants will be permitted by the front door on either side. All pots must be clay, ceramic or cement in material. Owners must sign a hold harmless agreement, failure to do so will void any Board approval given.
- k. No terrace shall be cleaned in such a manner as to cause water or debris to drain from said terraces to other terraces below.
- l. No bicycles, skateboards, scooters or similar equipment shall be permitted in the lobby, pool or other recreational areas.

- m. Holiday door wreaths are permitted from December 1st through January 2nd only. No other door wreaths or door decorations are permitted without prior written consent from the Board of Directors.

6. **CHILDREN:** Children shall be the direct responsibility of their parents or legal guardians, including full supervision of children while within the Condominium Property and including full compliance by children with these Rules and Regulations and other rules and regulations of the Association. Loud Noises will not be tolerated. All children fourteen (14) years of age and under, must be accompanied by a responsible adult over eighteen (18) years of age when entering and /or utilizing the pool and all children fourteen (14) years of age and under are not permitted to use recreational facilities including but not limited to fitness center and tennis courts without being accompanied by a responsible adult over eighteen (18) years of age.

7. **ASSOCIATION:**

- n. No Owner, tenant or occupant of a Unit shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, nor shall he or she attempt to send any such employees on private business of such Unit Owner, tenant, or occupant; such employees are to be directed only by Officers of the Association or the management personnel engaged by the Association. Security guard personnel are considered employees of the Association.
- b. The Association, through its Officers or any designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Owner, tenant, or occupant of a Unit shall alter any lock or install a new lock in any door leading into the Unit of such Owner without the prior written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Associations' Officer or agent with a key for the use of the Associations pursuant to its right of access to each Unit. Should an Owner fail to provide such a key, the Associations shall have the right to forcibly enter for purposes provided herein.

8. **PARKING:**

- a. Parking areas are solely for non-commercial vehicles with a current passenger registration. No vehicle, which cannot operate on its own power, shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. Speed limits, No Parking signs, Tow Away Area signs, and Stop signs shall be strictly observed. Violators will be fined and/or vehicles will be towed.
- b. No commercial vehicles shall be permitted to be parked or to be stored at any place on the Condominium Property or in/or designated parking areas. Furthermore we conclude this provision shall apply to but not be limited to any boat, camper, trailer, van other than passenger van and to also add to the commercial and recreational vehicle list the following: any bus, step van, utility trailer, truck tractor, tow truck or wrecker, tractor trailer, limousine, any agricultural, construction or industrial equipment, all terrain vehicles (ATVs), quads or any off road vehicle, any vehicle (including a pickup truck with an altered or removed cargo box) designed for transporting people goods, or things for profit, any truck with visible work racks or visible work related equipment, supplies or debris, any truck over $\frac{3}{4}$ (three quarters) of a ton, or any vehicle displaying commercial lettering. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services. Violators will be fined and/or vehicles will be towed.
 - i. Pickup trucks, vans or cars that are deemed commercial vehicles solely because they display commercial lettering and fall into no other commercial vehicle category previously mentioned, may be permitted to park on the driveway of a Lot if all lettering is covered and no longer visible. All other vehicles previously noted are not permitted even when lettering is covered.

- ii. Commercial lettering can be covered with removable white magnets and/or car covers. All covers are to be weatherproof, clean and neat and subject to approval by the Association. Law enforcement vehicles-including sheriff and police cars-are not considered to be commercial vehicles.
 - iii. The Association may approve temporary parking of a commercial vehicle as deemed appropriate or necessary.
 - c. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.
 - d. No vehicle belonging to any Owner or to be a member of the family of an Owner or guest, tenant or employee of an Owner shall be parked in such a manner as to impede or prevent access to another parking space.
 - e. Storage Pods are permitted with written Board approval. Pods must be removed within 48 hours.
9. **PLUMBING:** Water closets and other plumbing shall not be used for any purposes other than those for which they are constructed. No sweeping, rubbish, rags or other foreign substances shall be stored in them. The cost of any damage resulting from misuse shall be borne by the person causing the damage and, in the case of guests, by the Unit Owner who invited the guest onto the Condominium Property.
10. **RESPONSIBILITY FOR DELIVERIES:** Unit Owners shall be liable for damages to the Condominium Property caused by receiving deliveries, or removing furniture or other articles to or from their respective Units.
11. **SOLICITATION:** There shall be no solicitation by any person anywhere in or on the Condominium Property for any cause, charity or any other purpose whatsoever, unless specifically authorized by the Association.
12. **OPEN DOORS:** No occupant shall allow the front entrance to his or her Unit to remain open for any purpose other than immediate ingress and egress. Storm doors must be all glass with white trim; however, as per 5.i above, owners will need written authorization prior to installation, by the Association and only after written authorization and approval by the Architectural Review Committee.
13. **ODORS:** No noxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.
14. **GRILLS OR OTHER COOKING DEVICES:**
- a. No fires, cooking devices, grills or other devices which emit smoke or dust shall be allowed or used upon any balcony, terrace or Common Elements. Such cooking devices may only be used in outdoor cooking areas designated by the Association. This rule excludes the use of electric ranges, grills, and similar electric apparatus.
 - b. The use of gas or charcoal grills or other outdoor cooking devices is strictly forbidden. UL Listed electric grills or cooking devices are the exception. Electric grills or apparatus must be stored inside the unit or garage and cannot be left outside after use. Local, State and National NFPA 1 Uniform Fire Code, 2008 Edition, Section 10.11.7 states: *"For other than one and two family dwellings, no hibachi, gas-fired grill, charcoal grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under an overhanging portion or within 10 feet (3 meters) of any structure. UL Listed electric ranges, grills or other similar electrical apparatus shall be permitted."* The buildings, including garages, balconies, and patios, and all of the grounds are Common Elements and belong to the Association. Grills or other

outdoor cooking devices, other than UL Listed electric devices are not allowed on Association property.

- c. The storage of any flammable materials in the units or garages is strictly forbidden. The storage of gasoline, flammable gases, charcoal lighter and any other flammable materials is forbidden and not allowed on Association property. The exception is gasoline in the fuel tanks of motor vehicles. Local, State and National NFPA 1 Uniform Fire Code, 2008 Edition - Section 69.3.3.9.1 addresses restrictions on the storage of gas cylinders and states: "Cylinders shall be located in areas where there is free air circulation, at least 10 feet (3 meters) from buildings, openings (such as windows and doors) and at least 20 feet (6.1 meters) from air intakes of air conditioning and ventilating systems." This applies to garages as well as the interior of living units. Gas cylinders are not allowed on Association property.

15. **HURRICANE/STORM SHUTTERS:** All Owners, tenants and occupants of a Unit shall have all hurricane and storm shutters approved by the Association prior to the installation thereof. Internal and certain External shutters are the only shutters that may be used and only after written approval has been given by the Architectural Committee and the Board of Directors. Each Unit Owner who plans to be absent during the hurricane season must prepare his/her Unit before departure by removing all furniture, potted plants, and other removal objects from outside areas, by designating a responsible firm or individual to care for the Unit in the event of a hurricane threat and/or should the Unit suffer hurricane damage, and by furnishing the Board with the name of said firm or individual. Such firm or individual designated by the Owner shall be subject to the approval of the Association. Should such firm or individual not be designated or available, the Association is authorized to take whatever steps necessary at its discretion to protect the Unit and the Condominium Property at the sole cost and expense of the Owner.

16. **EXTERIOR CHANGES:** No exterior changes to the Units, including changes to Limited Common Elements, shall be made by any Unit Owner without the prior written approval of the Board of Directors pursuant to the terms and provisions of the Declaration of Condominium.

17. **COMPLIANCE BY UNIT OWNERS:** All owners, tenants, invitees, licensees, guests, family members, agents, employees and occupants of a Unit shall comply with these Rules and Regulations, and any and all rules and regulations which may, from time to time, be adopted by the Association, and the provisions of the Declaration, Articles of Incorporation and By-Laws of the Association. Failure of any of the foregoing persons to comply with the terms of this paragraph may subject that person to the imposition of a fine (upon notice and hearing) and to possible legal remedies, including, but not limited to, suits for money damages, injunctive relief, or any combination thereof, as set forth in the Declaration, the Articles and By-Laws.

18. **RELIEF:** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions for specific restrictions contained in these Rules and Regulations upon written request thereof, and for good cause shown in the sole opinion of the Board.

19. **APPROVALS:** All approvals required or permitted hereunder from the Association shall be in writing.

BISHOP'S COURT AT WINDSOR PARKE
CONDOMINIUM ASSOCIATION, INC., a Florida
Not-for-profit Corporation

By:

Name:

