

# **Gardens of Bridgehampton Condominium**

## **Rules and Regulations**

### **Welcome**

We would like to take this opportunity to welcome you and make everyone aware of certain policies. We are making every effort to make you and/or your tenants stay here enjoyable and comfortable; but the support and cooperation of you, as an owner, is necessary. In order to maintain this community, and as a condition of residency, we have established the following policies. It is required that everyone abide by these policies, as they are essential for the comfort and convenience of all community residents.

### **Noise Control**

Remember your neighbor's right to the quiet enjoyment of their apartment and refrain from excessive noise when playing your music or television. In the interest of common courtesy, we ask that you refrain from unnecessary or boisterous conduct, especially when coming home late in the evening. Particular emphasis on sound control is in effect after 11 pm in accordance with the Duval County Ordinance. No resident may cause nor permit any unusual noise or odor to be produced or to emanate in the community, which would disturb or annoy any other occupants of this community.

### **Gate Access**

Access to the gate is regulated by the Condominium Association. There are NO codes available for resident/owner access. Anyone needing access to the gate may come to Association office (located in the clubhouse) to have their phone number, vehicle, and gate cards registered to themselves as well as the unit in which they reside. If you are in need of replacement gate cards, they are \$50 per card. No cards, phone numbers, or gate access of any kind will be programmed unless there is a current/valid copy of the lease on file in the Association office.

### **Pets**

Pets residing on the property are not to **exceed 40 pounds** and there is a limit of 2 pets per unit (not to exceed 80 pounds combined total weight). **NO AGGRESSIVE BREEDS WILL BE ALLOWED TO REMAIN ON THE PROPERTY.** Prohibited breeds are Pit Bulls & Staffordshire Terriers, Doberman Pinschers, Rottweilers, German Shepherds, Chows, Great Danes, Presa Canarios, Akitas, Alaskan Malamutes, Siberian Huskies and Wolf-hybrids. Residents with pets are responsible for those pets and the disposal of their pets waste in accordance with Florida Law.

### **Moving In or Out In**

In an effort not to disturb the quiet enjoyment of the residents here, no moving in or out is to be conducted after 9:00 pm on any day. No moving trucks or PODS can be left on the property overnight without permission of the Association. This includes off-loading, and moving out. No trash is to be left on the property. Any bulk items that are left in or around the dumpster area or on the property will be billed to the owner of the responsible unit for the hauling off of said bulk items.

### **Rental Policy**

Please reference the attached document for information regarding our rental policy. This document includes what is required by the Association in order to have a new tenant be approved and move into the property. If you have any questions regarding the attached policy, please feel free to contact the Condominium Association office at 904-332-7033.

### **General Conduct**

Unit owners and their residents are responsible for the conduct of their guests and invitees and should see that they abide by the rules and regulations. Unit owners and their residents will be held accountable for the actions of their guests. Residents, their guest and invitees shall not be permitted to loiter or play on the front or rear stoops, laundry rooms, carports, trash receptacles, parking areas, garden areas, ponds, or lakes. The sidewalks, stairways, breezeways, or entrances shall not be obstructed, encumbered or used for any purpose other than ingress and egress (traveling to or from) from the community or apartments. No property of any resident (including but not limited to packages, trash, boxes, or any personal property) shall be left on or around the front or rear areas (common areas) of the apartment building or breezeways. This includes the stoop in the front and rear. Possessions are to be kept in the apartment. Toys, bicycles, etc. should be stored within the apartment and not outside or in the common areas. Unattended articles will be subject to confiscation.

### **Cable/Water Sewer/Valet Trash**

Basic, expanded cable which includes HBO is included with the rental of your unit. You must contact COMCAST to set up service. Water & Sewer as well as Valet Trash is also included with the rental of your unit. Trash bags can not be any larger than a 13 gallon bag and is to be contained securely and placed in the receptacle Monday, Wednesday, and Friday. No trash or other waste is to be thrown around this receptacle, or around the community. Each resident is to clean and keep their apartment, together with the all the fixtures therein, in a clean, and sanitary condition. Large articles such as furniture, mattresses, etc. are not permitted and boxes must be collapsed prior to disposal. **TRASH OR OBJECTS LEFT NEAR UNITS WILL BE REMOVED BY STAFF AT A CHARGE OF \$25 PER BAG OR OBJECT.** Thank you in advance for your cooperation.

**GARDENS OF BRIDGEHAMPTON A CONDOMINIUM**  
**INITIAL RULES AND REGULATIONS**

Under the condominium documents, the Board of Directors of GARDENS OF BRIDGEHAMPTON CONDOMINIUM ASSOCIATION, INC. has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

These Initial Rules and Regulations may be modified, added to or repealed at any time by the Board. Any consent or approval given by the Association under these Rules and Regulations shall be revocable at any time, except for its approval of re-sales or leases. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said Rules and Regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Said Initial Rules and Regulations are as follows:

1. The sidewalk, entrances, passages, if applicable, vestibules, stairways, corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Children shall not play or loiter in halls, stairways, or other public areas. For security purposes, all doors leading from the buildings to the outside or from the garages to the outside shall be closed at all times and shall not be blocked open.
2. Exterior unit doors must not be blocked or otherwise left open.
3. The personal property of all Unit Owners shall be stored within their Condominium Units or assigned storage areas.
4. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the Common Elements, unless authorized by the Developer. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
5. No Owner shall allow anything whatsoever to fall from the windows, balcony or doors of the premises; nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
6. Refuse and bagged garbage shall be deposited only in the areas provided therefor. In this regard, all refuse must be bagged in sealed garbage bags. All boxes and large items should be brought to the trash rooms on the garage level. Items to be recycled are to be placed in the recycling bins also on the garage Level across from the garage entry gate.
7. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage,
8. No wind chime shall be placed in balcony areas.
9. Employees of the Association shall not be sent out of the building by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.
10. The parking facilities shall be used in accordance with the regulations therefore adopted from time to time.
11. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any terrace or balcony may be determined by the Board of Directors of the Association, and a Unit Owner shall not place or use any item, where applicable, upon any terrace or balcony without the approval of the Board of Directors of the Association.
12. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association.

13. Other than an United States flag respectfully displayed, nothing, including, but not limited to, radio or television aerials or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association. In addition, pursuant to 718.113(4), Florida Statutes, which was amended by Chapter 2003-23, Laws of Florida, effective July 1, 2003, a unit owner on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day is permitted to display in a respectful way, portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

14. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association, except that, to the extent permitted by law, this rule shall not apply to the Developer.

15. No Unit Owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the Condominium. All parties shall lower the volume as to the foregoing after 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

16. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant without written permission of the Association or as otherwise provided in the Declaration.

17. No awning, canopy, shutter or other protection shall be attached to or placed upon the outside walls or doors or roof of the building without the written consent of the Board of Directors of the Association. The exterior appearance of all window coverings shall be white in color.

18. The Association may retain a passkey to all Units. In lieu of a passkey, the Association shall have a duplicate key. In the event the Unit Owner fails to supply either a pass-key or duplicate key, and entry into the Unit by the Association is permitted in accordance with the Declaration, Articles, By-Laws or these Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit. The agents of the Association and any contractor or workman authorized by the Association may enter any Unit at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of Condominium or By-Laws of the Association. Entry will only be made after pre-arrangement with the respective Unit Owner or the occupant of the Condominium Unit. Nothing herein shall relieve the Association of its duty of ordinary care neither in carrying out its responsibilities, nor from its negligence or willful activities that caused damage to a Unit Owner's property.

19. Complaints regarding the service of the Condominium shall be made in writing to the Association.

20. No flammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except such as are required for normal household use.

## 21. NO GRILLS OF ANY KIND ALLOWED ON THE PROPERTY

22. Payments of monthly assessments shall be mailed to the address on coupons. Payments made in the form of checks shall be made payable to the order of the Association, "The Gardens of Bridgehampton, LLC." Payments of regular assessments are due on the first (1 st) day of each month, and if such payments are ten (10) days or more late, they are subject to charges as provided in the Declaration of Condominium.

23. No bicycles, scooters, baby carriages, similar vehicles, toys or other personal articles shall be allowed to stand in any driveways, Common Elements or Limited Common Elements.

24. The Condominium Unit shall be used solely for purposes consistent with applicable zoning laws. No trade, Business, profession or other type of commercial activity may be conducted in any Condominium Unit, common elements or limited common elements of the Association.

25. A Unit Owner shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.

26. Advance arrangements shall be made with the Association before moving furniture or bulky personal belongings into or out of the building,
27. Rugs, mats, etc. may not be placed outside the Condominium Unit entrance doors.
28. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with residents.
29. When in beach attire, all chairs and lounges must be covered with a towel before use.
30. Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees and persons who are on the Condominium Property because of such Unit Owner.
31. Food and beverages may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association.
32. Provisions in the nature of Rules and Regulations are specified in the Declaration of Condominium.
33. The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.
34. Rules and Regulations as to the use of the recreational facilities shall be posted, and each Unit Owner, as well as his family, guests and invitees, shall observe all Rules and Regulations.
35. All owners, guests and renters must register at the office upon arrival and acknowledge receipt of all House Rules and comply with same. For 24-hour convenience, a registration box is located outside the Management Office
36. Parking spaces may be used for parking automobiles that are in current operating condition having a current registration and for no other purposes. Owners must vacate their space when the unit is rented. You must provide parking for your guest or renter. Otherwise, the renter must park outside in the undesignated space. Trucks, commercial vehicles, campers, recreational vehicles, boats, trailers or any vehicle not susceptible to registration by the State of Florida as an "automobile" may not be parked in parking spaces and may not be kept on the common property. [This pertains to scooters, motorcycles and mopeds.] Driving and parking violations are subject to a fine. Commercial vehicles of any type are not permitted to park overnight in any parking area or on premises. A fee of \$100.00 will be charged per day for any parking violation. This charge will be billed directly to the unit owner. If the vehicle is not moved within five days after violation, it will be towed.
- Pets. (In accordance with the Declaration) Except for small domestic birds or fish, each Unit Owner (regardless of the number of joint owners) may maintain as household pets in his Unit, subject to the reasonable rules and regulations promulgated by the Association, either one domesticated dog, which when fully grown shall not exceed the weight of **40 pounds**, or **two domesticated cats** or **two domesticated dogs, which, when fully grown will not exceed a combined weight of 80 pounds** provided such pets are: (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or any other area outside the Unit, (iii) generally not a nuisance (as determined by the Association) to residents of other Units or of neighboring buildings and (iv) not a pit bull or other such breed considered to be dangerous by the Board of Directors in their sole and absolute discretion. No animals of any kinds shall be kept under any circumstances in a unit, or allowed upon the Condominium Property, except by prior written consent of the Board of Administration of the Association. Neither the board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Pets are not permitted on any portion of the Recreation Deck. Any landscaping damage or other damage to the Common Elements and/or the Residential Limited Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. No pets shall be permitted in the Commercial Units or limited common element storage spaces, provided however, that nothing herein shall prohibit the guests, patrons or invitees of any commercial Units from bringing their pets with them when patronizing a Commercial Unit or any tenant of any portion of a Commercial Unit. This Section pertaining to pets shall not be amended in any way which would cause those original Owners who brought pets meeting the requirements of this Section upon the Condominium Property and in the Units from keeping those pets.
37. The use of gas-fired or charcoal-fired cooking grills is prohibited. There is no cooking allowed of any type on balconies.

38. Bicycle riding, skateboarding or roller-blading is prohibited in common areas.

39. The Association must approve any flooring placed in the Units other than carpeting.

40. In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.

## RENTERS/RENTALS RULES

Leasing or renting of a unit by an owner, either directly or through an agent, is permitted with a minimum lease of not less than six (6) months and no more than two (2) times per year as long as the Owner is in good standing. All rental agreements must be sent to the office three (3) business days in advance of arrival for Board approval.

Upon arrival, all occupants (owners, occupants and renters) must register with the Association Management Office within 24 hours.

Renters have full use of the facilities. Owners will be held responsible for the actions of their guests or renters. Any damage to the Property will be the responsibility of the owner.

Renters, Occupants and guests are subject to all Association Rules adopted by the Board of Directors. It is the responsibility of the owner to see that a copy of the House Rules is given to each renter/guest. Any violation of these rules can be cause to request immediate vacating of the unit. Subletting by Renters is not permitted.

# Pool Rules & Regulations

## NO LIFEGUARD ON DUTY

These rules will be strictly enforced. Violation of the rules could result in suspension and/or revocation of ones amenity rights. Access to the pool is a privilege and not a right.

### POOL HOURS: MONDAY- SUNDAY 9AM to 8PM

Any person found in the pool area after hours, FOR ANY REASON, will have their pool rights suspended.

1. **NO GLASS, COOLERS, ALCOHOL, FLOTATION DEVICES, SMOKING or DIVING** is permitted in the pool area.
2. Proper swimming attire is required to swim in the pool.
3. Radios are not allowed in the pool area. You are welcome to use personal listening devices with Headphones.
4. Residents/Tenants/Owners are allowed to have **four (4)** guests per unit unless prior approval for additional guests is given by the Association. You must accompany all guests and you are responsible for your guest's behavior.
5. NO pets are allowed in the pool area at any time for any reason.
6. Children under the age of **13 MUST** be accompanied by an **adult 18** years age or older.
7. Food is to be only consumed at one of the table's poolside and any garbage taken out when you leave.
8. No one is permitted in the Fountain under any circumstances. Please be respectful of the property and residents. These rules are subject to change or being amended at Management's sole discretion.

## Vendors Rules and Regulations

### Construction Guidelines

1. Vendors and Cleaning Services are not permitted to work on weekends. Work is permitted Monday thru Friday between the hours of 9:00 am, to 5:00 p.m. In addition all vendors check in at the office, prior to beginning any type of work. Please notify your vendor of this rule in advance.
2. Unit Access: The owner must e-mail, fax, or call the office giving permission to allow unit access. This rule applies to family members. No entry is granted without authorization.
3. License and Insurance: License and insurance information must be provided to the management before the subcontractors will be given permission to commence work.
4. Notification of Construction Crews to be on Site: The contractor, sub-contractors or owner of the unit must submit a specification plan and authorization form to the Manager at least three days in advance. This will allow staff to protect elevators, common areas and to review the plans to ensure compliance.
5. Sub-contractors' Parking: Loading and unloading of construction materials, furniture, etc., must be done from designated areas. Vendors are required to park vehicles in designated parking area. Vendors must register at Management Office.
6. Specifications: A copy of specifications outlining the exact procedure, color and material to use in order to remain uniform throughout the property may be obtained at the Management Office and must be followed. [Written approval must be obtained from the Board of Directors for the following trades: 1- Hurricane Shutters 2- Flooring for correct underlayment]
7. Trash Removal: Trash generated from sub-contractors may not be disposed of on the Property.
8. Responsibility for Damage to Building: Grout or thin set may not be disposed of in the unit plumbing. Workers will be expected to remove their own material. Sub-contractors are not to leave or perform any work in the common areas. Trades using material such as paint, tile, woodwork, etc., must neatly lay heavy paper or plastic from the elevator door to the unit in order to prevent any damage to carpet. All common areas will be inspected at the end of each day. The cost of any repairs to the common area or to the other units will be assessed to the owner/sub-contractors.

**ANY VENDOR FOUND TO BE IN VIOLATION OF THESE GUIDELINES WOULD NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.**