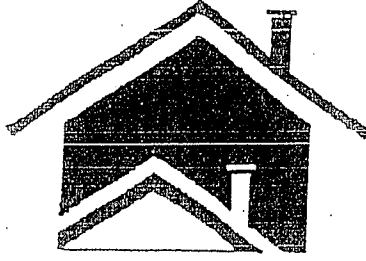


**SECTION III**

**RULES AND REGULATIONS**

**FOR**

**FRENCHMAN'S CREEK CONDOMINIUM**



## *Preface*

*A great deal of useful information has been packed into this Residents' Manual in an easy-to-read style that summarizes the most important features of our condominium.*

*This Residents' Manual does not substitute, take the place of, or take precedence over any legally established document, by-laws, regulations, used in the administration of Frenchman's Creek Condominiums.*

*This manual was written to help new residents and present and prospective owners. It is hoped that it will also be useful to well-established members of our community.*

*Naturally, the members of our community can always offer advice on how we can improve future editions of the Residents' Manual. Your suggestions are always encouraged and welcomed.*

**\*Rules and Regulations  
of  
Frenchman's Creek Condominiums  
\*These are part of the By-Laws**

**General**

1. The Council of Unit Owners of Frenchman's Creek Condominiums (the "Council"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). Wherever in these Regulations reference is made to "Unit Owners", such term shall apply to the owner of any Unit, to his or her family, tenants whether or not in residence, servants, employees, agents, visitors and any guest, invitee or licensee of any of the foregoing. Wherever in these Regulations reference is made to the Council, such reference shall include the Council, the Board of Directors, and the Managing Agent when the Managing Agent is acting on behalf of the Council. The Council reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Council or the Board of Directors. These Regulations are supplementary to and not in lieu of provisions governing the Condominium which are set forth in the Declaration and Bylaws of the Condominium. To the extent of any inconsistency among any of the foregoing, the following shall prevail in the order noted: The Declaration, the Bylaws, the Easements and Covenants and these Regulations.

**Restrictions in use**

2. There shall be no obstruction of the Common Elements. Nothing shall be stored in the Common Elements without the prior consent of the Board of Directors except as expressly provided herein or in the Declaration or Bylaws. No public hall of any building shall be decorated or furnished by any Unit Owner in any manner.
3. No gasoline or other explosive or inflammable material may be kept in any Unit or storage area.
4. All garbage and trash must be placed in containers provided for such use. No garbage or trash shall be placed outside of supplied containers on any Common Element. No garbage cans, containers or bags of any kind shall be in public areas, except for those, if any, provided for general use.
5. Except in the recreational or storage areas designated as such by the Declaration or Bylaws, no playing or lounging shall be permitted, nor shall baby carriages, velocipedes, bicycles, playpens, wagons, toys, benches, chairs or other articles of personal property be left unattended in public areas, courts, sidewalks or lawns or elsewhere on the Common Elements.

6. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, matches, rags, ashes or other improper articles shall be thrown therein.
7. Each Unit Owner shall keep his or her Unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces or balconies thereof, any dirt or other substance.
8. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the buildings or do or permit anything which will interfere with the rights, comforts or convenience of other Unit Owners. All Unit Owners shall keep the volume of any radio, television or musical instrument in their Units sufficiently reduced at all times so as not to disturb other Unit Owners. Despite such reduced volume, no Unit Owner shall operate or permit to be operated any such sound producing device in a Unit between the hours of 11 P.M. and 8 A.M., if such operation shall disturb or annoy other occupants of the buildings.
9. No Unit Owner shall cause or permit anything to be hung, displayed or exposed on the exterior of a Unit or the Common Elements appurtenant thereto, whether through or upon windows, doors, or masonry of such Unit. The prohibition herein includes, without limitation, laundry, clothing, rugs, signs, awnings, canopies, shutters, radio or television antennas or any other item. Under no circumstances shall any air conditioning apparatus, television or radio antennas or other items be installed by the Unit Owner beyond the boundaries of a Unit. A Unit Owner, however, may use a central radio or television antenna provided as a part of the Unit. No clothes line, clothes rack or other device may be used to hang any items on any terrace, balcony or window, nor may such devices be used anywhere on the Common Elements, except in such areas as may be designated specifically for such use by the Board of Directors. Balconies and terraces shall not be used as storage areas. No terrace or balcony shall be enclosed or covered by any awning or otherwise without the prior consent in writing of the Board of Directors; the use of customary, well maintained lawn/outdoor furniture on terraces and balconies shall be permitted.

#### **PARKING AND STORAGE**

10. All personal property placed in any portion of any building or any place appurtenant thereto, including without limitation the storage areas, shall be at the sole risk of the Unit Owner, and the Council shall in no event be liable for the loss, destruction, theft or damage to such property.
11. Should an employee of the Council at the request of a Unit Owner move, handle or store any articles in storage rooms or remove any articles therefrom or handle, move, park or drive any automobile placed in the parking areas, then, and in every such case, such employee shall be deemed the agent of the Unit Owner. The Council shall not be

liable for any loss, damage, or expense that may be suffered or sustained in connection therewith.

12. Parking so as to block sidewalks or driveways shall not be permitted. If any vehicle owned or operated by a Unit Owner, any member of his or her family, tenants, guests, invitees or licensees shall be illegally parked or abandoned on the Condominium, the Council shall be held harmless by such Unit Owner for any and all damages or losses that may ensue, and any and all rights in connection therewith that the owner or driver may have under the provisions of state or local laws and ordinances hereby are expressly waived. The Unit Owner shall indemnify the Council against any liability which may be imposed on the Council as a result of such illegal parking or abandonment and any consequence thereof. All Unit Owners shall observe and abide by all parking and traffic regulations as posted by the Council or by municipal authorities. Vehicles parked in violation of any such regulations may be towed away at the Unit Owner's sole risk and expense.

#### **Entry into Units**

13. No Unit Owner shall alter any lock or install additional locks on any doors of a Unit without the prior written consent of the Board of Directors. The Council of the Managing Agent shall have the right to make and keep a copy of any key required to gain entry to any Unit.
14. A charge may be made for opening a Unit Owner's door at such Unit Owner's request between 6:00 P.M. and 8:00 A.M. when such request requires the assistance of an employee of the Condominium.
15. Employees and agents of the Council are not authorized to accept packages, keys, money (except for Condominium assessments) or articles of any description from or for the benefit of a Unit Owner. If packages, keys (whether for a Unit or an automobile), money, or articles of any description are left with the employees or agents of the Council, the Unit Owner assumes the sole risk therefor and the Unit Owner, not the Council, shall be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith. The Council does not assume any responsibility for loss or damage in such cases. Deliveries requiring entrance to a Unit Owner's Unit will not be accepted without prior written permission of the Unit Owner accompanied by a written waiver of all liability in connection with such deliveries.

#### **Recreational Facilities**

16. All persons using any of the recreational facilities do so at their own risk and sole responsibility. The Council does not assume responsibility for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Council, its servants, agents or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such

use of any of the recreational facilities. Each Unit Owner shall hold the Council harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of the use of the recreational facilities except where such loss, injury or damage clearly can be provided to have resulted from and been proximately caused by the direct negligence of the Council or its agents, servants or employees in the operation, care or maintenance of such facilities. Health and safety rules will be posted at the recreation facilities.

### Miscellaneous

17. All charges and assessments imposed by the Council are due and payable on the first day of each month, unless otherwise specified. Payment shall be made to the Managing Agent by check or money order, payable to the Condominium. Cash will not be accepted.
18. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Managing Agent or the Board of Directors. No Unit Owner shall direct, supervise or in any manner attempt to assert control over or request favors of any employee of the Managing Agent or the Council.
19. The use of charcoal burners shall not be permitted on balconies/patios due to danger of fire and smoke disturbance to neighbors, and such burners may not be used on the Common Elements except as permitted by the Board of Directors in compliance with law.
20. Solicitors are not permitted in any of the buildings. If any Unit Owner is contacted by solicitor on the Condominium, the Managing Agent must be notified immediately.

### **Resolution No. 83-3**

#### **Regulation governing Drapery Colors (and Broken Windows)**

Authority: whereas Article III, Section 3 of the By-Laws assigns the Board of Directors with "...all of the powers and duties necessary for the administration of the affairs of the Condominium..." and further states that the Board of Directors "may do all such acts and things as are by the Condominium Act, the Declaration or by these By-laws directed to be done by the Council of Unit Owners";

Reason: Description of approved window covers is too controversial.

Resolved: Be it resolved that blinds, shades or drapes must be installed on all windows and sliding glass doors of all units in white or off white colors facing the exterior. All units must comply to this policy by April 30, 1983, and thereafter new owners must conform to this policy within 45 days after settlement.

Reason: To maintain the appearance of the exterior of the buildings.

Resolved: Now, therefore, be it resolved that a broken window must be replaced within 30 days of breaking.