

BORDEAUX VILLAGE NO. 3, INC.

RULES AND REGULATIONS

Revised June 11, 2018 w/Feb 2019 and Nov 2020 Amendments

All owners and tenants are living in a governed community, and it is required that each become familiar with this Association's governing documents and rules and regulations, plus Chapter 718 of the Florida Statutes.

These documents include, but shall not be limited to, the following:

- a) The Declaration of Condominium Ownership;
- b) The Management and Maintenance Agreement;
- c) The Articles of Incorporation;
- d) The By-Laws; and
- e) These Rules and Regulations.

All owners and tenants, through establishment of their ownership or tenancy, agree to abide by and follow, explicitly or implicitly, the provisions of each of the above documents.

All owners are afforded full voting rights on all matters requiring a vote of those issues on which the Board of Directors desires a consensus. Each owner's vote is equal to that of any other unit owner on all such matters. Each unit is entitled to cast one vote.

All decisions not requiring a vote of the full ownership shall be made by the Association's Board of Directors; these decisions shall be given full force and effect.

Owners or tenants are not required to pay rent or land use fees for recreational or other commonly used facilities.

This document is intended to give an easy-to-read overview of the rules and regulations. The other documents mentioned above provide additional guidance. If you have any questions, please contact the management company.

Access to Units

Each owner or occupant shall allow the Board of Directors or the agents and employees of the Association to enter and unit for the purpose of maintenance, inspection, repair, and/or replacement or the improvements within the units of the common elements, or to determine compliance with the restrictions, reservations, covenants, conditions, and easements and the By-laws and Rules and Regulations of the Association.

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No access to a unit may be made without prior notification except in an emergency or when done pursuant to written permission from the unit owner. Two (2) Board members, or if so delegated by the Board (1) Board member and the authorized Association representative, must be present when any unit is entered during the absence of the unit owner/tenant.

Alterations/Attachments to building

No owner or tenant shall do any work which would a) jeopardize the safety and soundness of the building(s); b) impair any easements; or c) modify in any way the uniform exterior appearance of the building(s) without first obtaining written approval of the Board of Directors of the Association.

Any specific alteration, painting, repair of the outside of the buildings, including doors and lighting fixtures, will be done only through the Association. No exterior item whatsoever may be added, nor may any alteration to any interior boundary wall will be made, without first obtaining written approval of the Association.

Antennas/Satellite dishes

Application for Architectural Review must be submitted 10 business days in advance for review. Owner of the antenna or dish is responsible for all costs related to the installation, maintenance, removal (including temporary removal as may be needed for repair or maintenance), or damage to common elements or injury to persons.

Application Process

For each sale or lease, the current owner, or his agent, must submit an application for the purchase/ rental to the Board of Directors for approval. A handling fee of \$100.00 per adult resident must accompany each application (married couples and parent/dependent child are considered as one applicant). The Board will act on the application within 20 days for a sale and 15 days for a lease. No real estate closing (for purchase) or execution of a lease (for rental) may occur before the receipt of the application approval. If the Board fails to respond within 20 days for a sale or 15 days for a lease, the failure to act shall be considered approval of the sale or lease. (revised 11/20)

All applications for purchase or rental must be accompanied by a copy of the purchase, transfer, lease, or rental agreement.

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Owners should also read the sections of the Declarations regarding sales and leases for further important information.

All applicants must receive a current copy of these rules and regulations and other condominium documents and will be required to sign an agreement to abide by them. In-person or telephone interviews may be requested by the Board during the response period.

Architectural Review

Architectural review is required for certain projects including the replacement of windows and exterior doors; flooring changes to balconies, patios and entries; any renovation that involves moving or removing load bearing walls or alteration to other interior common element component; or installation of satellite dishes or antennas.

An architectural review form must be completed and submitted through the Association's management company for approval by the Board and/or any committee designated to review the request. Manufacturer specifications, copies of contractor licenses and proof of insurance, and visual representations of the proposed revision should be included with the request to expedite the approval process. A decision will be made within 10 days of receipt of all required information.

No work may begin until said approval is received. Forms can be found on the Association's website.

See Antennas/Satellite dishes, Balconies/Patios, Remodeling/Renovations for additional information.

Association Fees and Assessments

All unit owners are required to pay all maintenance (condominium association) and special assessment fees in a timely fashion (at the first of every month, with a five-day grace period, for the former; and at such time intervals and deadlines, with any grace period to be delineated, as determined by the Board of Directors for the latter). Penalties for late payments of regular and special assessments include late

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charge of \$25.00 plus interest rate of 18% from the due date of the payment (after the grace period) until payment is received.

If the unit is occupied by a tenant and the owner is delinquent in paying any monetary obligation due the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all obligations have been paid in full.

The Association Board of Directors shall establish a uniform collection policy for providing notices of delinquencies to unit owners and uniform procedures for legal action against delinquent unit owners for the collection of delinquent monthly assessments, special assessments, and penalties.

Balconies/Patios

Balconies and patios shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, including but not limited to rugs, mops, towels, bathing suits, buckets, blankets, and the like.

The balcony/patio shall be kept in a condition which does not detract from the exterior appearance of the building.

No drying of laundry will be permitted outside of the unit.

Except as otherwise approved by the Board, only the following types of items regularly and visibly shall be kept on the individual unit's balcony or porch: plants and patio/lawn furniture and furnishings.

Balconies and patios shall not be used as offices or bedrooms.

No storage units of any kind shall be allowed on balconies/patios, and no refuse or refuse containers (including litter boxes) shall be stored on balconies or patios at any time.

Floor coverings or changes in floor coverings on an individual's screened patio/balcony shall have prior approval from the Board.

Replacement or repair of balcony or patio screening is the responsibility of the owner and must blend with other screening for a uniform appearance.

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Barbeque grills

In accordance with Pinellas County Fire Code, barbeque grills of any type are prohibited.

Bulletin Boards

All notices for meetings of the Board of Directors or annual meetings of the membership shall be posted by the required advance notice date by the management company.

There shall be no unit owner notices posted on the Board of Directors' bulletin boards without the approval of the Board. Any notice approved for placement shall:

- a) be dated and removed within four (4) weeks of said date;
- b) be limited to 3" x 5"; and
- c) never include commercial announcements or calling cards.

Any posting announcing an activity or social event shall be removed within four (4) days of the stated event.

Business operation for unit (See Use of Units)

Carports

No exterior alterations may be made to the carports. Storage doors must be kept closed when not in use. Painting, roofing and repairs to car ports are the responsibility of the Association.

Common Areas

Common areas shall not be obstructed, littered, defaced, or misused in any manner. This includes tables, chairs, plants, and like on the common balconies and walkways, and screen doors left open which might cause injury to others.

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There is to be no storage of personal property on the exterior of the unit. All common elements must be left uncluttered for safety, cleaning ease, and uniform exterior appearance. Door mats are to be positioned immediately in front of the unit's front door. Plants are permitted adjacent to the unit's front door, so long as they are positioned so as not to interfere with walkway traffic, cause a safety hazard, or impede upon or alter in any unsatisfactory manner (in the opinion of the Board of Directors) the uniform exterior appearance of all common areas. Plants are to be kept neat and trimmed at all times.

There shall be no skateboarding; roller-skating; bicycling; use of motorized devices (other than those used for physical handicap); and playing with, hitting, or throwing balls, Frisbees, or similar recreational objects on the common areas or elements.

No resident shall direct, supervise, or in any manner attempt to assert any control over any of the employees or agents of the Association, nor shall a resident attempt to send such employees or agents upon private business of such resident. The same shall apply to employees or agents of the management company.

Complaint Procedure

Any complaint which alleges a violation of the Declaration, By-Laws, Rules and Regulations or Florida Statute shall be submitted in writing to the Association Manager. The complaint shall set forth:

- the name and unit number, and phone number of the complainant;
- the name and unit number of the person who committed the violation
- Specific details including date, time and location as well as a description of the violation
- A statement by the complaining witness that he or she will cooperate in enforcement procedures including testimony at any hearings as should become necessary.

The Association Manager will notify party/parties involved of the alleged violation, and will notify the Board in writing of the complaint.

If any resident charged with a violation believes that no violation has occurred, or has been unjustly accused, they must submit a request, in writing, to the Association Manager for a hearing within 10 days of the notice of violation.

If a request for a hearing is filed, the hearing will be held before a Panel of Inquiry, composed of Board Members, or a committee duly appointed by the Board. No member of the panel shall be a party to the complaint including a witness. The hearing shall be conducted at the next regularly scheduled Board meeting or at a special

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meeting to be held no later than six weeks after delivery of the request for a hearing. Notice of the hearing will be sent to the parties involved.

At the hearing, the Panel shall hear and consider arguments and evidence of statements regarding the alleged violation, first from the any persons with direct knowledge of the violation and then from the alleged violator and any witnesses on their behalf.

Following the hearing and due consideration, the Panel shall issue a determination. The decision of the Panel shall be by majority vote and shall be final and binding upon the resident and the Association.

Contact Information

All unit owners will provide the management company with their telephone number, permanent mailing address, and email address to facilitate communication.

Electricity

Each resident is responsible for their own electric account, which is currently Duke Energy. The unit owner is responsible for the electrical system servicing their unit from the meter on the exterior of the building to the unit's circuit breaker panel, and throughout their unit. Usage may not exceed the capacity of the circuits originally installed in the unit. Power outages should be reported to Duke Energy.

All elements of the electrical system outside the building are the responsibility of the Association. Please notify the management company of any lights not working in the common area.

Emergency

Call 9-1-1 for fire, police or medical emergency.

Please report any vandalism, or crimes against a person or property to the Pinellas County Sheriff's Office.

Emergencies related to buildings or common areas should be reported to the management company.

Front Door/Screen Doors

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Front door repair and replacement are the responsibility of the unit owner. The Association will paint the front door at the time of scheduled building painting and will maintain a can of touch up paint for resident's use.

Front door replacement will require the approval of the Board or its designated committee and should match existing doors as closely as possible.

Owners may add a screen door to the front door with Board approval as to style and color. Contact the management company for the proper forms.

Garage Sale

Garage/yard sales are prohibited unless they are organized and sponsored by the Association or the Feather Sound Association.

Guests

In the absence of the unit owner or lessee, the Board is to be notified in writing by the unit owner or lessee if their unit is to be occupied by anyone during their absence. They are to give the dates of occupancy, along with the name, model, and license plate of any car, if known.

Guests present for a period of 20 days within any 30 day period are considered a tenant and are subject to lease requirements regardless of whether a written lease exists. This restriction includes family members residing on the property.

Guests are not permitted to invite guests; only owners or tenants can invite guests. All guests are subject to the provisions of the condominium documents and of these rules and regulations. It is the owner's or tenant's responsibility to provide a copy of these rules and regulations to their guests. The owner/tenant shall be held accountable and liable for any damage and/or violations committed by his/her guest(s) as if he/she had committed the damage or violation.

See Parking for additional information.

Inspection and Copying of Association Records

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Every unit owner or the unit owner's authorized representative, as designated in writing, shall have the right to inspect or copy the official records pursuant to the following rules.

- a) A unit owner desiring to inspect the Association's records shall submit a written request to the Secretary or Manager of the Association. The request must specify the particular record subject to inspection including pertinent dates or time periods and shall state whether the request is for inspection or a photocopy. The request must be sufficiently detailed to allow the Association to retrieve the records requested.
- b) Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.
- c) No unit owner may submit more than one request for inspection or copying of the same record in a thirty-day period.
- d) No unit owner may submit more than one request per month.
- e) No owner may request the inspection of more than twenty (20) records at any one time, nor shall the Association be required to produce records for inspection exceeding 200 pages at one time. If the owner's request exceeds either of these limitations, the Association shall provide records for inspection in the order requested by the owner up to the limiting factor, and the owner shall be notified that the other records will be made available for inspection at another inspection session upon receipt of another written request of the owner. The foregoing limitations shall not apply to an owner's request for copies of records which shall be photocopied and delivered to the owner subject to other provisions of these rules.
- f) All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No unit owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
- g) Records shall be made available for inspection by the Association on or before the fifth working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the unit owner. In addition, this time frame shall be extended in the event records are as voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the unit owner, by telephone, in person, or in writing, that the records are available and the time, date and place for such inspection.
- h) Inspections shall be made only by appointment, between the hours of 8:30 a.m. to 5:00 p.m. on days the Association office is open or as otherwise designated by the Board or Manager.
- i) If a unit owner desires to obtain a copy of any record, the unit owner shall designate in writing which record is desired, or during an inspection the

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Owner may designate such record by use of a tab or clip upon the pages desired. Any written request shall designate the specific record or portion thereof. Copies of the record(s) shall be available within five working days of receipt of the request. In the event the above referenced time frame is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.

- j) A unit owner shall pay twenty-five (25) cents per page for regular or legal sized photocopies, payable in cash or by personal check, at the time the copies are delivered; provided however, payment in advance of copying may be required by the Secretary or Manager in their discretion, taking into account such factors as the amount of the copying charge, the payment record of an owner, and other relevant factors.
- k) No written request for inspection or copying shall be made in order to harass any unit owner, resident or Association agent, officer, director or employee.
- l) All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, shall assign one staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to that staff person.
- m) The Association shall maintain a log detailing:
 - 1) The date of receipt of the written request for inspection;
 - 2) The name of the requesting party;
 - 3) The requested records;
 - 4) The date the owner was notified of the availability of the records;
 - 5) The date the records were made available for inspection or copying;
 - 6) The date of actual inspection or copying;
 - 7) The signature of the unit owner acknowledging receipt or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.
 - 8) Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.

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- 9) Any written requests for inspection or copying not complying with these rules shall not be honored. The Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party within five working days subsequent to receipt of the written request from the unit owner. Any verbal requests for inspection or copying may be responded to at the time by the Association representative notifying the requesting person of the existence of their rules and pointing out the necessity of complying herewith.
- 10) The Board of Directors may take any available legal action to enforce these rules, including the levy of a fine.

Landscaping

Except to the extent cited below, no tree, plant, or item of shrubbery shall be planted in or placed upon common Association property by unit owners or guests.

Plants in containers of a shape and size approved by the Board of Directors shall be permitted on patios and balconies and upon common Association property in locations expressly approved by the Board.

Each occupant is responsible for the care and maintenance of any plants or shrubbery placed by him/her. Should the occupant fail to maintain the plants, the Association has the right to maintain or remove the plants at the owner's expense.

There shall be no additions to or removal from (by individual unit owners or tenants) the Association provided landscaping. There shall be no pruning, cutting, fertilizing, or planting of any shrubs, trees, or landscaping without prior written approval of the Associations' Board.

Any trees, plants, or items of shrubbery placed or planted in violation of this rule shall be removed by action of the Board with one, but not more than one, certified notice to the owner of the offending unit at least 24 hours prior to said removal.

Liability/Special Policy Considerations

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Violation of these Rules and Regulations may subject the unit owner to legal action and the responsibility for costs and attorney fees incurred by the Association in connection with the enforcement.

If someone trips or has any other accident while a) entering, b) leaving, or c) within the confines of a unit, the unit owner may be personally liable - not the Association. Unit owners can carry insurance which will protect them against this liability.

If there is a flood or fire in a unit, or someone breaks in and steals personal belongings from such a unit, the unit owner will have to replace the damaged interior of the unit and any personal possessions - not the Association. Unit owners' can carry insurance which will protect them against this liability.

If the Association levies a special assessment for any reason, there may be some types of insurance which will help pay all or a portion of said assessment. The unit owner (or the recipient of any special assessment notice) is responsible for determining if he/she has such insurance coverage. In no event will the Association be held responsible for rescinding any portion of the special assessment (unless the Board determines otherwise) or for unit owner's lack of the aforesaid possible insurance coverage.

Liens

If the Association files a lien against any owner, the Board shall have the right to collect reasonable attorney's fees incurred in the filing/releasing of the lien, in addition to the amount of fines, dues or assessment. The amount of the filing fee and attorney's fee shall be stated on the lien notice form sent to the unit owner.

Mail boxes

Each unit will be assigned a mailbox.

The Association is responsible for replacement of faulty locks on mailboxes and replacement of overall mailbox units when required.

Replacement of lost keys to mailboxes is the responsibility of the unit owner and/or tenant.

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When mail is misdirected to an erroneous mail box by the U.S. Postal Service, any unit owner or tenant discovering this shall either make a good faith effort to deliver the mail to the right addresses or return the item to the U.S. Postal Service.

Noise and Other Nuisances

Quiet hours are between 11:00 p.m. and 8:00 a.m. Occupants shall not permit the use of any device that causes perceptible vibration, sound or other auditory cues in adjacent units.

Running, jumping, or boisterous behavior in units, on balconies and stairs, and in parking areas is not permitted.

Recoding and video surveillance equipment may not be installed on Association property by unit owners. Owners and tenants may not undertake the surveillance of any other resident through audio or video recording. Unit owners may install video doorbells provided the view area is immediately in front of the unit's door and does not extend beyond the area necessary to identify an individual standing directly outside the door.

Parking

When entering or leaving the parking area(s), all drivers are asked to observe the 5mph speed limit for the safety of our residents.

All automobiles shall be parked only in parking spaces so designated for that purpose by the Association. No vehicles may be parked or driven on the grass or concrete walkways.

Vehicles shall be parked front-first within the designated parking space, or any guest parking spaces, in such a way as not to interfere with the parking of loading/unloading of neighboring vehicles, and to expose license plates for police viewing.

No vehicle shall be left unattended in front of buildings, except on a temporary basis for the purpose of loading or unloading large, bulky, or heavy items or a large quantity of items, or for the purpose of assisting a physically limited person to or from his/ her unit (or as a guest entering or leaving that unit). No vehicle shall be left along driveways or road ways.

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Vehicles must be of a size that fits within the confines of the space and/or under the parking canopy.

Residents agree to notify and require guests to abide by parking regulations.

If the Association has assigned a space to a unit owner, only the owner and his guests shall be permitted to utilize such assigned space.

The Board of Directors may change the parking spaces assigned to the units provided that a unit always has a parking space. This provision is made in contemplation of the fact that from time to time one or more owners may be under a physical disability which would require the assignment of a parking space more convenient to his/her condominium unit and to give the Association the power and flexibility to deal with such situation.

No vehicle shall remain immobile in a single guest spot for more than 21 days.

No repairs, other than emergency repairs including replacement or recharging of a battery, replacing a flat tire, wiper blade replacement, or wiper fluid addition are permitted.

Clean up of oil and fluid leaks are the responsibility of the vehicle owner and repairs from any damage caused by leaking fluids will be at the expense of the owner of the unit from which the vehicle originated.

Any vehicle parked in violation of the rules is subject to being towed. Vehicle owner is responsible of all costs associated with towing.

No commercial vehicle or vehicle promoting a business shall be parked anywhere on the condominium property except during such time as the driver is on the condominium property for the purpose of performing his/ her business trade.

Any vehicle on condominium property which does not have a current tag or license or which is not in running order shall be towed and impounded at the owner's expense.

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No vehicle shall park in such a manner as to block sidewalks or fire hydrants. No vehicle, as well, may park in any designated fire lanes.

See Vehicles for more information.

Pest control

Owners are responsible for pest control within their units. The Association covers pest control outside and birds/rodents in attic spaces.

Pets

Pet applications must be approved prior to the acquisition of a pet or at the time of purchase or lease of a unit, as appropriate.

A maximum of two cats and/or dogs are permitted up to a weight limit of 30 lbs. each.

Domestic birds and fish are permitted but must be stated on pet application.

The Board of Directors can withdraw their approval at any time when, in the opinion of the Board, a pet becomes a nuisance or the owner does not abide by these rules.

Animals will be kept on a leash when outside the unit (i.e. dogs and cats).

No pet shall be left unattended outside of the resident's unit.

Pet owners shall pick up all droppings or visible residue left by their pets, secure this waste in a tight plastic container or bag, and throw this waste in a dumpster.

Pets shall be kept reasonably quiet so they do not disturb other condominium occupants and in no event shall the animal be allowed to cause a nuisance or disturbance of any kind or nature.

The breeding of animals is prohibited.

Guests may not bring animals onto the property.

All animals shall be the exclusive responsibility of the unit owner or tenant.

Unit owners shall be responsible for damage to the common elements caused by their or their lessees' pets.

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Pond

There is no fishing, playing or swimming permitted in the pond.

Remodeling/Renovations (Interior)

Owners are responsible for consulting a licensed contractor for inspection and/or testing in accordance with Pinellas County Code 58-146 and 40 CFR 61 Subpart M before undertaking remodeling/renovations.

Owners are responsible for ensuring that contractors are licensed in Pinellas County, and have adequate liability and workers compensation coverage before work commences.

Owners are responsible for ensuring that any necessary permits and inspections are obtained, either by the contractor or the owner.

There shall be no interior alterations which affect a load bearing wall or interior common element component unless they are in full compliance with all condominium documents. All requests for alterations or improvements must be submitted to the Board of Directors of the Association in writing. All requests must specify in detail, with any necessary plans or drawings, what alterations or improvements are to be made and the contractor or company who is to complete the work or install the item.

No work on any request shall begin until written approval has been received from the Board. All planned alterations or improvements must be in compliance with existing building codes.

No fireplace shall be installed or constructed within any unit unless the same has been approved by the Board of Directors of the Association and the Fire Marshal. Any fireplace installed or constructed within any unit shall be so installed or constructed by a licensed contractor in compliance with all applicable building codes and regulations.

Rental of Unit

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Owners who acquire title after January 24, 2018 must own their unit for a minimum of one year before leasing or renting the unit.

Owners are prohibited from leasing a unit more than twice in a calendar year. Rentals must be for a period of twelve months or more and shall be for the entire unit.

For each lease, the current owner, or his agent, must submit an application for the rental to the Board of Directors for approval. A handling fee of \$100.00 per adult resident must accompany each application and a security deposit of \$350.00 for each lease. The Board will act on the application within 15 days. No execution of a lease may occur before the receipt of the application approval. If the Board fails to respond within 15 days, the failure to act shall be considered approval of the lease. In-person or telephone interviews may be requested by the Board during the response period.

All applications for rental must be accompanied by a copy of the lease or rental agreement.

If a condominium is leased, only those named on the lease agreement shall occupy the condominium unit as a permanent resident.

Lessees shall follow all restrictions and requirements contained in the Association documents and in these rules and regulations.

Please refer to the association declarations for specifics regarding rentals/leases.

No unit may be used for transient or hotel purposes.

No unit shall be occupied by more than a single family (who are all related by blood, marriage, or adoption), or one housekeeping unit of two unrelated persons.

No sub-leasing or sub-renting is permitted.

When a unit is leased, a tenant shall have all use rights in the Association property and those common elements otherwise readily available for use generally by unit owners, and the unit owner shall not have such rights except as a guest.

It shall be the responsibility of the unit owner to provide any prospective lessee or tenant with a copy of the Association documents and these rules and regulations.

For Rent signs are not permitted.

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See Application Process, Signs and Other Display Items for more information.

Repairs/ Maintenance of Common Areas

All common area or exterior repair/maintenance/custodial requests or concerns shall be expressed via email to the management company at (*ganderson@ameritechmail.com*).

In the case of an after-hours maintenance emergency, requests may be made by telephone (727) 726-8000 and should be followed up with an email request.

If such a request is received that requires action, approval, or is simply an information item for the Board's attention, the management company shall make the appropriate referral to the Board.

Roof

In order to prevent possible damage or liability to the Association, no unauthorized persons are allowed on the roof. Only persons authorized and coordinated by the management company are allowed access to the roof.

Sale of Unit/Transfer of Title

For each sale, the current owner, or his agent, must submit an application for the purchase to the Board of Directors for approval. A handling fee of \$100.00 per adult resident must accompany each application.

All applications for purchase must be accompanied by a copy of the purchase or transfer agreement.

The Board will act on the application within 20 days. No real estate closing may occur before the receipt of the application approval. If the Board fails to respond within 20 days, the failure to act shall be considered approval of the sale. In-person or telephone interviews may be requested by the Board during the response period.

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It shall be the responsibility of the unit owner to provide any prospective buyer with a copy of the Association documents and these rules and regulations.

The Association must be notified of transfer of title of any unit to a trust, limited liability corporation (LLC) or any other person or entity, when it occurs after an approved purchase.

Please refer to the association declarations for specifics regarding the sale or transfer of a unit.

For Sale signs are not permitted. See Signs and Other display Items.

Security

Residents may install security systems within their unit(s). Small window signs placed in the lower left corner of a window are permitted. Yard signs must be placed so as not to interfere with access for landscaping or other maintenance.

Recording and video surveillance equipment may not be installed on Association property by unit owners. Owners and tenants may not undertake the surveillance of any other resident through audio or video recording. Unit owners may install video doorbells provided the view area is immediately in front of the unit's door and does not extend beyond the area necessary to identify an individual standing directly outside the door.

Signs and other display items

No signs, advertisements, or notices of any kind, size, or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on the exterior of any unit, nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any unit.

Signs on resident vehicle are not permitted on the Association common elements. Bumper stickers are not considered signs.

Residents may display one portable, removable American flag in a respectful way from their units.

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Decorating for nationally observed holidays shall be permitted. Unit owners shall be permitted to place holiday decorations on the exterior of any unit. Any holiday decorations shall not interfere with or cause harm to other unit owners, residents, guests, or their property, common elements, or Association property. Holiday decorations shall not impede the walkways or entryways. Holiday decorations shall be removed no later than two weeks after the holiday.

Soliciting

Soliciting and the distribution of any type of literature is prohibited.

Storm Shutters

All hurricane/storm shutters (or coverings of windows to protect against storms) must be approved in advance of installation by the Board of Directors. Plywood or makeshift coverings are specifically prohibited.

Trash

Disposition of garbage and trash shall be only by the use of garbage disposal units, or by use of receptacles approved by the Association.

All cardboard boxes shall be flattened and all garbage wrapped before being placed in dumpsters.

Dumpsters may not be used for the disposition of furniture, appliances construction debris or commercial trash such as carpet, drywall, cabinets and the like. These items may be taken to the county landfill at 2855 109th Ave. N, St. Petersburg (approximately 2.5 miles away) or if in usable condition, please consider donating to the Habitat for Humanity Re-Store on the corner of 49th Street and Ulmerton Road (contact them in advance).

The closest Pinellas County Recycling Center is located at 2855 109th Ave. N, St. Petersburg. The center also accepts household chemicals and electronics, as well as paper and cardboard. (Open Mon - Sat 7 am to 5 pm).

See <http://www.pinellascounty.org/solidwaste/default.htm> for more information.

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Moving can create a lot of trash. You are responsible for the proper disposal of trash in a way that does not overload dumpsters to the extent that others cannot dispose of their household trash. It is recommended that boxes and packing material be recycled. U-Haul stores often accept used boxes that have been broken down that are given away for free to people needing them. Other options for getting boxes to others who need them include craigslist, freecycle and the neighborhood app "Next Door". If you must dispose of moving materials in the dumpster please be considerate of others and place small amounts in it over time.

No unit owner, tenant, resident, or guest shall allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided therefore, so that each unit, the common elements, and limited common elements shall remain at all times in a clean and sanitary condition. (The recessed entrance to each unit is a "limited common element".)

All dumpster lids and gates shall be kept closed after disposition of garbage and trash.

Unit Maintenance and Repairs

Each owner or occupant shall maintain his/her unit in good condition and repair, as well as in a clean and sanitary manner.

Owners/residents leaving their units for any extended period of time should turn off their water at the outside shut off, to prevent damage to their unit and the units of their neighbors. The water heater circuit also should be turned off when turning off the water.

All electrical and plumbing repairs must be made only by a licensed plumber or electrician at the owner's expense.

Leaks within units shall be repaired promptly. Leaks detected in lines leading to the buildings should be reported to the management company immediately.

Dryer vents must be cleaned every three years to prevent fires unless a ductless/condensing dryer is in service. (revised 2/11/19)

In no instance shall the unit owner or tenant authorize work that requires the service provider to go onto the roof. If this is necessary, contact the management company in advance.

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Air handlers and the condensate drain require periodic maintenance, including filters and drain flushing. Maintenance of all components of the system, including condensate lines are the responsibility of the owner.

Owners who do not maintain their units may be held responsible for any damage caused to other unit owners' property.

Unit owners are responsible for any contractor working in their unit(s). Such contractors are responsible for the removal of all debris accumulated during the course of their work or upon completion of their work. All surplus or dislodged materials must be cleaned up and hauled away, and Association dumpsters are not to be used for this purpose. It is the responsibility of the owner to inform any contractors used by them of the provisions of this section.

Unit owners are responsible for any damage caused by a contractor to any Association common element or limited common element.

Use of Units

Each unit shall be used and occupied by the respective owners and tenants thereof as a private single-family residence for themselves, their families, and social guests, and for no other purpose.

Business use of a residence which shows signs of commercial activity is prohibited. Business shall mean and be defined as any use which shows or tends to show commercial activity of a unit, including, but not limited to regular pick-up or delivery of supplies, materials, partially completed or completed goods, or any physical or tangible use which evidences any commercial activity whatsoever (and including signage).

Businesses not requiring visitation of customers, clients, vendors, or suppliers shall be allowed provided they meet the requirements herein. Such businesses include home offices for professionals such as accountants, real estate agents, attorneys, or other persons who deal primarily in services and whose clients do not visit or make use of the premises and which are conducted primarily through telephone or electric media.

Owners shall not use or permit the use of their premise in any manner which would be disturbing or be a nuisance to the other owners, in such a way as to be injurious to the reputation of the property.

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The use of the condominium units shall be consistent within the framework of the laws governing condominiums, including all covenants and restrictions contained in the condominium documents and these rules and regulations.

No unit may be used for transient or hotel purposes.

No unit shall be occupied by more than a single family (who are all related by blood, marriage, or adoption), or one housekeeping unit of two unrelated persons.

Vehicles

The maximum number of vehicles per unit is two (2).

Vehicles must be of a size that fits within the confines of the space and/or under the parking canopy.

No commercial vehicle or vehicle promoting a business shall be parked anywhere on the condominium property except during such time as the driver is on the condominium property for the purpose of performing his/her business trade.

No signage for a business, wraps, or commercial lettering is allowed. No other signage including for sale signs are permitted. Bumper stickers are not considered signs.

Motor homes, recreational vehicles, campers, boats or other watercraft, trailers, oversized trucks, or motorcycles/scooters are not permitted.

No vehicle may be covered by a tarp or car cover.

No vehicle shall remain immobile in a single guest spot for more than 21 days.

Vehicles must be in operable condition and have current registration.

No repairs, other than emergency repairs including replacement or recharging of a battery, replacing a flat tire, wiper blade replacement, or wiper fluid addition are permitted.

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Clean up of oil and fluid leaks are the responsibility of the vehicle owner and repairs from any damage caused by leaking fluids will be at the expense of the owner of the unit from which the vehicle originated.

No vehicle shall be permitted on the condominium property that is excessively loud for any reason, including radio or stereo volume or defective or altered muffler(s).

Any vehicle on condominium property which does not have a current tag or license or which is not in running order shall be towed and impounded at the owner's expense.

Any vehicle parked in violation of the rules is subject to being towed. Vehicle owner is responsible of all costs associated with towing.

Bicycles:

- Bicycles are not permitted on balconies or screened areas, in stairwells or tied to carport posts, light poles, trees, bushes, or any other object.
- They must not be left on grass, in walkways, or in front of units.
- Bicycles may be stored toward the front of the owner's vehicle parking space, and the security of said bicycles are the responsibility of the owner. They may also be stored inside a unit.
- They may be covered with a manufactured bicycle cover only; plastic bags or tarps are not permitted. Bicycles stored outside are limited to two per unit.

See Parking for more information.

Voting

Each unit has one vote. The Association may suspend the voting rights of any owner if they are more than 90 days delinquent in regular annual assessment payments.

Water

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Water service is provided by the Association through Pinellas County Utilities. Unrepaired leaks increase costs for all residents, as well as causing damage to property. Owners are responsible for repairing leaks and/or replacing fixtures in a timely manner. Please report exterior leaks immediately to the management company. Please act responsibly in the use of water.

Water Beds

Water beds shall be allowed in ground floor units only with proof of homeowners' or renters' insurance.

Website

The Association website is <http://bordeauxvillage3.org>. Architectural review form, sales/transfer or rental applications, and other information may be found on the website.

Windows

Window repair or replacement are the responsibility of the unit owner. Replacement of windows are subject to approval of the Board or a committee designated by the Board. Approval of style, color and type of window must be received prior to work commencement. Contact the management company for architectural review forms and instructions.

Window Coverings/Screening/Tinting

Window coverings (e.g. blinds, shades, or draperies) visible from the exterior of a unit shall be either white, off-white or other neutral color or shall be backed with a neutral color liner or sheer so as to maintain a uniform exterior appearance.

Brown or black window tinting is permitted. No reflecting device or materials may be used without the prior written approval of the Association.

Owner installed screen doors, replacement of those screen doors, and screens for those doors are the responsibility of the unit owner.

Window and patio/balcony screen replacement or repair is the responsibility of the

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owner.

See Storm Shutters and Remodeling/Renovations for more information.