

KINGSTON SQUARE CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

I. INTRODUCTION

1. The Rules and Regulations adopted by Kingston Square Condominium Association, Inc., have been established in the best interest of all residents who are also subject to the obligations and duties set forth in the Declaration of Condominium, Articles of Incorporation, By-Laws and amendments thereto.
2. The Rules and Regulations are based on the premise that the overall comfort and enjoyment of condominium living depends upon respect for the rights and privileges of others. The Rules and Regulations are reasonable and they will be uniformly enforced.
3. In the event of a conflict between these Rules and Regulations and any ~~provision of the Declaration of Condominium, By-Laws or Florida State Statutes~~, the provisions of the Declaration of Condominium, By-Laws and/or Florida State Statutes shall govern.
4. The Board of Directors of Kingston Square Condominium Association, Inc. may amend these Rules and Regulations, as it deems necessary for the safety, care and cleanliness of the complex and for health, comfort and convenience of all residents.

II. GENERAL USE AND OCCUPANCY

1. No resident shall keep a dog as a pet, nor shall any resident allow a dog to be brought onto Association property or into their unit. Residents may have no more than two caged birds, aquarium fish and/or two cats in any Private Dwelling. No pet shall be allowed to roam about Association property.
2. Residents shall not use, or permit any use of, their premises or Association property for any unlawful purpose, including any violation of a federal or state statute, municipal ordinance or administrative rule or regulation.
3. No resident or guest shall litter or in any way contribute to any unsightly, unhealthy or unsanitary condition or any part of condominium property.

4. No additions or alterations shall be made to any portion of the common elements, including the green areas and the buildings, without first obtaining the written permission of the Board of Directors. No resident shall install any electrical wiring, television antenna, television dish, air conditioning unit or apparatus of any kind on any balcony, or on the exterior of any building, or protruding from any balcony, or through any window or roof. No "sign" of any kind shall be displayed in or upon any portion of any building, any unit, nor in the common areas without first obtaining the written permission of the Board. Owners effecting any unauthorized change will be required to return the property to its original condition at their expense.
5. Only plants and patio furniture will be permitted on balconies. No garbage, garbage cans, bicycles, linens, curtains, shades, blinds, bar-b-cue grills, household appliances, bottles, clothing, bathing suits, towels, rugs, carriages, shelving, mops, boxes, ladders, or similar items shall be hung or stored on any balcony, in any breezeway, landing, or other common element, or in any part of the common area. This is not intended to be an exhaustive list, and the Board in its sole and absolute discretion may deem any other item unacceptable and order its' removal.
6. Sidewalks, entrances, passages, breezeways, and all other portions of the common elements shall not be obstructed or used for any purpose other than for ingress or egress to the Kingston Square Condominium property.
7. Any unit owner or resident who is to be absent from his residence during the annual Hurricane Season, must prepare the unit prior to departure by:
 - A. Removing all patio furniture and plants from the balcony or balconies;
 - B. Designating a responsible individual or firm to care for the unit should it sustain damage and furnishing the Association's Management with the name(s) of the person(s) designated to care for the said unit.
 - C. Hurricane shutters on exterior windows are common elements. Since the Association is responsible for maintaining and protecting the common elements, the Association will lower the hurricane shutters in the event that Hurricane Warnings are posted by the U.S. Weather Service. Residents may not open or close these shutters without expressed approval of Association Management.

III. COMMON AREAS

1. Any notice posted on the bulletin boards must have Association Management approval, be dated at the time of posting and be removed within 30 days. No Realtor postings are permitted.
2. All Entry Gate cards are to be issued by the Association Management at a cost of \$25.00 per card. New residents must provide the Association Management with a copy of their deed or approved lease before a card will be issued.
3. Vehicles parked on the property that are in unauthorized spaces or illegally parked; not operable; do not have a current license tag; have flat tires; or considered by Association Management to have been abandoned or derelict will be towed away at the owner's expense. Notice will be posted on vehicles subject to this policy for a period not to exceed one week.
4. ~~No commercial vehicles, boats or recreational vehicles can be parked overnight.~~

IV. TRASH COLLECTION

1. To control rodents, insects and odors in and around trash dumpsters, all residents must place household garbage in plastic bags, tie them securely and place bags in the dumpsters provided for this purpose. Household garbage is not to be placed in laundry rooms, recreational waste baskets, hallways or common areas. All large boxes must be broken down before placing them in any dumpster.
2. Furniture, appliances or other large bulky objects will not be picked up by our waste disposal service. Disposal of such items will be the sole responsibility of the resident.

V. CLUBHOUSE RULES

1. The Kingston Square Condominium Clubhouse may be reserved for a party or function by any resident, upon request to the Association Management office. In order to reserve the Clubhouse the resident must provide a \$200 deposit to the Association Management office. Use of the Clubhouse is limited to groups of no more than 25 persons and to the following hours: Daily 8:00 AM to 11:00 PM.

2. Clubhouse functions attended by persons under eighteen (18) years of age must have adult supervision at all times.
3. The Clubhouse will be checked before the key is issued prior to a reserved party or function and inspected when the key is returned. If the Clubhouse is not clean or if the Clubhouse is damaged, the Association Management will clean and/or repair the Clubhouse at the expense of the resident who reserved it. The balance of the deposit, if any, will then be refunded to the resident. If costs and/or damages exceed the amount of the deposit, the resident who reserved the Clubhouse will be responsible for payment of any excess.

VI. POOL AND SPA AREA

1. All persons using the pool must do so at their own risk. There is no lifeguard on duty, nor other trained personnel assigned to control pool activities. Children under fifteen (15) years of age must be accompanied by an adult at all times, in and out of the pool, sauna, spa and exercise room.
2. ~~The pool, spa and exercise room may be used between the hours of: 8:00 AM to 11:00 PM daily. Keys for access to the exercise room, and adjacent men or women's sauna rooms are available in the Manager's office.~~
3. Proper bathing attire must be worn. No topless bathing.
4. Persons must shower before entering the pool or spa.
5. All perimeter fence gates leading to the pool, spa, and exercise areas must be kept closed and latched at all times.
6. Neither child in diapers or training pants, nor children who are not toilet trained are permitted to enter the pool or spa. Persons with open sores, bandages or with infectious diseases will not be permitted in the water under Metro-Dade County Health Department regulations.
7. No large flotation items that interfere with other swimmers will be permitted in the pool.
8. Radios must be used with earphones in the pool area, so that other users are not disturbed.
9. No glass containers for beverages or any other kind of breakable containers will be permitted in the pool, spa or adjacent areas.

10. Cigarette butts, cigars and other debris must be deposited in the receptacles provided for these purposes. No empty beverage containers or trash of any nature may be thrown into the pool.
11. No furniture or equipment may be removed from the pool and spa areas.
12. Wheelchairs and baby strollers are the only wheeled vehicles allowed in the pool and spa area. No bicycles, skateboards or childrens' wheeled toys are permitted.
13. Running in the pool and spa areas is prohibited.
14. No barbeque or other cooking device may be used at the pool area.

VII. TENNIS COURT

1. The tennis court may be used by residents or guests only between the hours of:
8:00 AM and 11:00 PM each day.
2. Use of the tennis court is on a "1st come, 1st served" basis. Upon request, ~~players will yield the court within 45 minutes to those that request it.~~
3. Combination will be given out by Management Company.

VIII. SALES OR LEASE OF UNITS

The Association shall have the right of FIRST REFUSAL to purchase and/or lease any of the Kingston Square Condominium units as hereinafter provided in the Declaration of Condominium documents. Sales and/or leases of units shall be governed by the following:

1. The Association shall have the right of first refusal on all offers to purchase or leases any unit at Kingston Square. If a unit owner receives a bona fide offer to sell or lease a unit which said owner wishes to accept, the owner shall send an executed contract of such offer to the Association's Board of Directors. The Board shall then have 30 days from the date of receipt of the executed contract in which to exercise the Association's right of first refusal. If the Association exercises its right to purchase or lease the unit it shall do so in accordance with the terms and conditions set forth in the bona fide offer. Otherwise, the Board shall deliver to the unit owner written approval that evidences its consent to the transfer of ownership or lease of the unit described in the offer.
2. All leases shall be for a term of not less than one year.

IX. ENFORCEMENT

Infractions of the provisions of any condominium document, or these RULES AND REGULATIONS, shall be called to the attention of the alleged offender by the Board of Directors. Any resident found in violation will be given an opportunity to respond to the Board at any regular meeting following written notice of violation.

If after issuance of a written notice of violation by the Board of Directors, the resident persists in the objectionable conduct, the Board, at its sole and absolute discretion, may take such action, as it deems necessary.

Any fines levied for expenses incurred, including legal fees, will be the responsibility of the unit owner.

Unit owners are responsible for the actions of any person residing in their unit. Unit owners are also responsible for the actions of their guests.

The RULES AND REGULATIONS outlined above have been adopted and therefore made a part of the documents set forth to govern activities at KINGSTON SQUARE CONDOMINIUM, by the Board of Directors on:

AGREEMENT REGARDING VISITORS STAY AT KINGSTON SQUARE

As a material inducement to Kingston Square Condominium Association, Inc. to approve my lease or purchase of the unit specified below, I hereby agree that visitors wishing to reside or prolong their stay for more than three (3) consecutive weeks are required to go through the screening process as a rule of Kingston Square Condominium or I will be fined \$50.00 per day. If they own a vehicle, a decal must be requested from the Association office.

Bldg/Unit

Applicant

Applicant

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PET AGREEMENT

As a material inducement to Kingston Square Condominium Association, Inc. to approve my lease/purchase of the unit specified below, I hereby agree that I will not maintain a dog in my unit at Kingston Square either now or in the future. The Condominium Association Documents do not permit dogs to be kept by me and I agree that I will abide by this regulation. I agree to take full responsibility for any guests or other residents of the unit that I am occupying and agree to forbid their bringing any dogs on the property of Kingston Square.

* Please note that guide dogs that assist the blind are an exception.

Bldg/Unit

Applicant

Applicant

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RECEIPT OF RULES AND REGULATIONS

I(We) _____,
Print all applicable names

Do hereby acknowledge the receipt of the Rules and Regulations of Kingston Square Condominium Association. If approved for occupancy, I(We) hereby agree to read and abide by these rules, all provisions contained in the Condominium Documents, and any additional rules that may be promulgated by the Board of Directors in the future.

Witness

By: _____
Applicant

Date

Applicant

KINGSTON SQUARE CONDOMINIUM ASSOCIATION

Orientation Checklist (New Owners and Lessees)

1. A photocopied picture ID is required when submitting your application, and at time of orientation meeting.
2. Move-In and Move-Out are between 8:00am – 8:00pm Monday-Friday.
3. Screening Committee Meetings will be held [by appointment] on the 2nd and 4th Tuesday of each month.
4. Trucks and Moving Vans may be “no longer” than 24 Feet to transverse the Perimeter Road of the complex. Vehicles longer than 24 Feet must remain outside on the Parkway.
5. A copy of your Purchase Agreement or Lease and our Condominium Questionnaire must be submitted to the Management office before a “move-in” approval will be given.
6. A [refundable] Security Deposit of \$300.00 is required by the Board of Directors from all Lessees.
7. The Gate Entry System utilizes a “key card” access for Residents. A gate card may be purchased for a \$25.00 fee that is non-refundable at our Management office.
8. Guests may enter Kingston Square property by utilizing the Remote Call System at our Front Gate. Your Name will be listed in the Entry System upon your approval, when you provide your telephone number to our Management office.
9. There are approximately 283 Parking Spaces inside the perimeter gates at Kingston Square. All parking spaces are “open” and “no” spaces are reserved.
Note: Should the Board of Directors approve Parking Decals [in the future] a copy of your Vehicle Registration will be required.
11. Motorcycles are not allowed to be parked in a Hallway or Breezeway between the Buildings. Motorcycles must be parked in a designated vehicle parking space.
12. A “CAR WASH” area is located adjacent to “P” Building.
13. Storage Rooms located in each Building are available for Resident use. However “no” furniture or bicycles may be placed in a storage room.
14. Amenities are available to all residents: i.e. The Clubhouse; Pool and Jacuzzi; Exercise Gym; Sauna Rooms; and Tennis Court may be used until 11:00 pm daily. Please be advised that no one under the age of fourteen (14) is permitted in the Jacuzzi.
15. Clubhouse Rental requires a \$250.00 [refundable] Deposit for cleaning. However, the Board of Directors also reserves the right to retain your deposit and/or access an additional fee for damages. FYI: The Jacuzzi is not included in the clubhouse rental.
16. NO “DOGS” are allowed in Kingston Square. “No Exceptions” to this requirement are permitted, dogs are not allowed to visit any resident.

17. **NO "Garbage" may be placed outside a Unit, in a Hallway, and NO "Shoes" are to be left outside your Unit.**
18. **You must install felt disks on all chairs or any furniture that you pull across the floor – to limit sounds resonating in the Buildings.**
19. **Dumpsters are provided for trash and garbage removal. Furniture and appliances may not be placed within a dumpster or in the vicinity of a dumpster for disposal. You must make arrangements to have these items removed from the property at your expense.**
20. **Each Unit has been provided with a Fire Department required "Smoke Detector" in the ceiling adjacent to sleeping rooms. The detector must "not" be removed or relocated at any time.**
21. **Fire Department required Fire Extinguishers are provided for resident usage on each floor, should you encounter a fire inside or outside your residence. However, should an extinguisher be used to put out a fire, you must call the Management office so that it may be recharged.**
22. **Kingston Square has selected "Comcast Cable" as our exclusive cable provider. We encourage you to use their services, since each building is wired to provide inside the roof cables. DirecTV installations do not meet the Board's criteria and installation requirements.**
23. **Balconies- Only garden furniture and plants allowed.**
24. **Kingston Square is not responsible for spraying individual units for roaches, ants, etc. If you have this problem, you must hire your own exterminating company.**
25. **Hurricane Shutters- Installation must be approved by the Association. Please call The Foster Company for the specifications.**

As a "new" resident of Kingston Square Condominium you are hereby asked to acknowledge that you have received a copy of the RULES AND REGULATIONS, and fully understand these rules and regulations prior to moving to this property.

Applicant(s) Signature:

Name

Date

Screener(s) Signature

Name

Date

Revised 5/06