

# **BAREFOOT TRACE CONDOMINIUMS RULES & REGULATIONS**

Adopted October 17<sup>th</sup>, 2009  
Amended June 17<sup>th</sup>, 2021

## **A. GENERAL**

The following Rules and Regulations are designed for one purpose only,... to ensure, insofar as possible, the protection of the rights, privileges, privacy, safety, comfort, convenience, well-being, and property of Barefoot Trace (BFT) owners. In general these Rules and Regulations are no more than a codification of what is believed necessary to promote decent, courteous, and considerate relations between and among Barefoot Trace residents, be they owners, guests, or renters.

These rules apply to all unit owners, their immediate families, lessees and resident houseguests, referred to here as "Owners/Residents". Owners/Residents are accountable for the conduct of all occupants of a unit, their guests, visitors, contractors, and employees while on the premises. It is the owner/resident's responsibility to insure that guests, lessees, visitors, contractors, and employees are informed regarding BFT Rules & Regulations. Rules will be posted conspicuously on BFT property.

Rental agents shall furnish a copy of the BFT Rules & Regulations to each prospective tenant/renter/client and the BFT Property Manager shall insure that a bound copy of BFT Rules & Regulations is conspicuously placed in all rental units. Owners who rent directly or through agents other than BFT Property Management must furnish a copy of the rules to their tenants and insure that a bound copy of BFT Rules & Regulations is available in their unit. All rental groups shall include a responsible adult. A copy of the driver's license of the responsible adult renter/resident shall be made at check-in and the responsible renter/resident shall sign a copy of the BFT Rules & Regulations acknowledging their awareness of and briefing on BFT rules and policy.

Registered sexual offenders/predators may not lease or reside at Barefoot Trace.

When a unit is rented/leased, a tenant shall have all use rights of the Association property and those common elements available for use by unit owners except as identified herein. Unit owners shall have relinquished their rights to use of the property except as a guest.

Petitions for temporary exceptions to the rules must be made in writing through the Board of Directors.

## B. VIOLATION OF THE RULES

1. Rule violations will be under the jurisdiction of the BFT Property Manager for unit owners and guests. Rental Agents and owners who self-rent must agree to adhere to and enforce BFT Rules and Regulations and to work cooperatively with the BFT Property Manager. Violators must promptly cease the objectionable activity or correct the cause of the complaint.
2. Violation of rules by renters or lessees can result in cancellations of the rental or lease agreement and the occupant being asked to vacate the unit. Additionally, the tenant or lessee can be denied the right to rent or lease at Barefoot Trace for a period of a minimum of one year.
3. If the violation is of such a serious nature that the comfort or enjoyment of the property by other occupants is materially affected or damaged, and the offending action does not cease immediately, Law Enforcement Officers will be called. The unit owner will be responsible for any cost incurred.
4. The Board of Directors will act upon a continuing complaint of a serious infraction of Rules by an owner or occupant of a unit, at a regular or special meeting.

## C. DWELLING UNITS

1. **Occupancy** – Resident Renters shall have no more than six persons occupying a unit and/or using the recreational areas.
2. **Balconies, windows, terraces and doors** – Nothing shall be dropped, thrown, or otherwise expelled from any window, door, balcony or terrace, so as to endanger the property or safety of others. No plants, pots, receptacles or other decorative articles shall be hung from the ceiling of any balcony. All balcony plants and planters must be appropriately secured. No towels, linens, bedding or clothing shall be hung on balcony railings or windows. Neither shall balconies and terraces be used as storage areas nor shall storage units or containers be placed or installed on balconies. Storage areas may be rented from the Manager as available. Surfboards must be stored so that wax does not melt and stain walkways or units. Damage to the protective coating of a balcony or to a balcony railing is the responsibility of the unit owner and BFT will require repair by an association approved contractor at owner expense. Rubber coasters for balcony table legs and rubber boots for balcony chair legs are required.
3. **Pets** – No more than one dog or one cat may be kept by a resident in a unit subject to the following conditions:
  - a. Owners may have one pet of any weight, but family and friends of owners, and any other guests may not have any pet over 30 pounds.
  - b. No pets shall be permitted in the pool area.
  - c. Pets must be “walked” in the designated Dog Walk areas (west lawn between A1A and the BFT driveway) and must be leashed at all times when outside the unit. (County leash law.)
  - d. Messes made by pets must be bagged, removed, and discarded in the condominium dumpster immediately by the pet handler.
  - e. Pets that are vicious, noisy or otherwise unpleasant will not be permitted in a unit or on the Condominium Property. Pet Owners are liable for any injuries caused.

4. **Access** – The Association shall be provided access to each unit, and the unit owner shall provide the Association with a new key whenever locks are changed or added, pursuant to its right to access all units in emergency situations.
5. **Alterations** – No alterations or modifications to the interior/exterior of any Unit are permitted, other than normal painting, wallpapering and similar types of decorating, without prior consent of the Board of Directors. Architectural plans may be required in cases where changes to the configuration of interior walls, plumbing or electric are planned.
  - a. In cases where owner proposed interior alterations involve emergency repair or simple replacement of existing fixtures or interior elements, approval may be obtained from the BFT Property Manager (examples: replace kitchen cabinets, replace counter top, replace existing tile in an area tiled in the original construction, replace a toilet etc.). In such cases (cases of straight forward replacement) the owner will provide BFT manager with paperwork detailing specifically the alterations to be made and providing assurances that no alterations other than those specified and in compliance with BFT Rules and Regulations will be made.
  - b. Installation of hard floor coverings (tile, wood, etc.) in Units shall be permitted provided that requests for such floor coverings shall be made and handled in accordance with Article XI of the Declaration.
  - c. Once started, interior alterations/remodels shall be completed within a reasonable time frame, normally no more than 6 months. The hours for construction work on unit interiors are 8:00AM to 5:00 PM, Monday through Friday. In areas where noise is unavoidable the contractor should attempt complete as much work as possible on Saturdays between the hours of 9:00 AM and 4:00 PM. No holidays or other weekend work allowed. Exceptions must be obtained from the BFT Manager prior to work beginning. Pods, construction trailers and dumpsters must be approved by Management.
  - d. **Shrubs and landscaping** surrounding units are common elements and under jurisdiction of the Association, not the unit owner.
  - e. Balconies are designated as limited common facilities. Alterations to balcony lighting fixtures or addition of built-in units on balconies is not permitted.
6. **Shut-Off Valve** – All units shall contain a water shut-off valve (located in the washer/dryer area). Owner/Residents are required to shut off the water supply to their unit and turn off the water heater and ice maker during periods of extended vacancy.

#### **D. NOISE**

Loud and disturbing noises are prohibited. Partying, radios, televisions, DVR's, DVD's, loud music, singing and playing of musical instruments shall be regulated to sound levels that

will not disturb others. Voice levels of those walking or playing on site before 8:00 a.m. or after 10:00 p.m. shall be such that they do not disturb others. Firearms, firecrackers or BB guns shall not be used, discharged or displayed on the premises. Law enforcement officers may carry secured firearms as allowed by law.

#### **E. POOL AREA**

These rules are intended to promote safety for all users and to quell noise. Posted rules **MUST** be observed. There is no lifeguard on duty. Users assume the ordinary risk that attaches to the facilities.

1. Hours are 9:00AM until dusk. Persons not in residence and not accompanied by an owner/resident are not permitted. Children 12 years and under must be accompanied by an adult while in the pool area. The accompanying adult is responsible for seeing that the rules are observed.
2. Diving is not permitted. No exceptions, please.
3. Showering and washing of swim devices is required before entering the pool. Beach sand is destructive to filtering devices.
4. Flotation devices are limited to those used by children, such as water wings, life jackets, small kick boards, small rings and noodles.
5. Diapered children, i.e., not toilet trained, shall wear a plastic overpant approved for swimming while in the pool.
6. Food and snacks (except infant feeding) are not allowed in the pool area. Liquid refreshments must be in paper or plastic containers and disposed of in receptacle provided. No glass allowed. No food/beverages while in the water in the pool.
7. Parties, whether planned or spontaneous, are not allowed in the pool area without permission from the Manager and/or Board of Directors.
8. Foul language, excessive yelling, running and wearing of wetsuits in the pool area are prohibited.
9. Chairs and chaises should be protected from tanning lotions by a towel.
10. No Smoking In the Pool Area

#### **F. RECREATION ROOM**

The recreation room may be entered after 9:00AM. The room will be closed and lights will automatically turn off promptly at 10:00PM. **NO SMOKING** is allowed. Loud and destructive users will be barred from use of the room.

Residents wishing to use the room for personal or social functions must make arrangements ahead of time with the Manager and provide a security deposit of \$200 to cover any damage or cleaning that may be required. The Manager will refund money after inspection if left clean and undamaged.

#### **G. TENNIS COURTS**

1. No bicycles or roller skates are allowed on the court. The court is for tennis only.
2. Use of the court will be on a "first come" basis. Court may not be used after 10:00PM. Please see that lights are turned off after use.

## H. VEHICLES

1. All motor vehicles must prominently display a legitimate parking permit. This applies to all residents and extended stay guests. Vehicles failing to respond to a violation notice within 24 hours may be towed at the owner's expense.
2. Residents who are not in residence and desire to park their vehicles on Barefoot Trace property for periods of 30 days or more are to make arrangements with Management. The long-term owner parking of **vehicles** in the Barefoot Trace parking lot shall be limited to one vehicle per unit, when the owners are not in residence. If an owner is going to leave a vehicle, while not in residence, then the owner must register it with the Property Manager, and leave a spare key with the Property Manager so that the vehicle may be moved in case of emergency or if the stored vehicle is in the way of common area repair. The owner accepts all responsibility for their vehicle should any damage occurs.
3. No vehicles may be parked without a current license tag. The Association assumes no responsibility for vehicles left on the complex property.
4. No vehicle repairs or servicing, except of a minor or emergency nature, are allowed on property.
5. Unkempt or unsightly vehicles are not permitted and no resident vehicle, of any type, shall display unsightly signage or contain on or in it visible material considered unsightly, such as (but not limited to) construction material, refuse, equipment, etc.
6. The parking of **boats and trailers** at Barefoot Trace is on a first come basis, in the designated outside parking spaces on the north side of the tennis courts. The owner must register the tag number of the boat/trailer with the Property Manager. These spaces are reserved for owners and guests in residence, or owners who are using their boats on a regular basis, in season. Boats and trailers are not to be stored on the property outside of these times.
7. No vehicles over 6 wheels or 25 feet in length are permitted without special permit from site manager or the Board of Directors.

## I. GENERAL

1. No unlawful use shall be made of the condominium property.
2. All garbage and refuse must be placed directly in dumpsters or in the dumpster chutes and must be secured in plastic bags.

3. Use of skateboards or rollerblades is not allowed anywhere on property.
4. Chairs or other personal effects are not to be left on common property overnight.
5. Bicycles are not allowed in the pool area or on the tennis courts.
6. Realty companies shall contact the manager regarding signs and to make arrangements regarding open houses.
7. Only electric grills are permitted. No charcoal or gas grills are allowed.
8. Leasing-of units shall be for a period of no less than one week. Units may be leased for a minimum of 3 nights during the following times: Easter, Memorial Day, Labor Day, Mother's Day, Thanksgiving and Christmas. Leasing of units shall be for a period of no less than one week at all other times.
9. The ocean side lawn is not a dog walk area, nor is it to be used for games except for the limited activities of pre-school children with the supervision of parents.
10. No Smoking in the Stairways/Stairwells, in the pool area, the Community Room or Fitness Room, the dunes walkovers, or near mulched areas. No cigarettes are to be discarded anywhere on the property.

## **J. ELEVATORS**

1. The elevators are primarily designed for carrying passengers. Please be careful when you are carrying beach items (chairs, umbrellas, etc.), putting one of the carts into the elevator or arriving with luggage, that you do not damage the wall panels or floor.
2. An appointment with the office **MUST** be made for the use of either elevator for: moving in, appliance or furniture delivery, large boxes or **ANY** construction material delivery, including large tools going to the unit. This rule will be strictly enforced. Protective wall pads **MUST** be reserved and checked out from the office and used to protect the walls of the elevator. It is advisable to schedule use of the elevator pads as soon as you are aware of the need.
3. After the move-in, delivery or construction, the pads must be returned to the office in good condition and the elevator will be visually inspected. Elevators will be equipped with security cameras. Those cameras will be used to determine the source of any damages.
4. Any damage to the elevators or the wall pads by owners or their contractors or guests will be the responsibility of the individual unit owner. (For instance, a new wall pad set may cost \$600 or more.)