

CONDOMINIUM RULES AND REGULATIONS

BARCLAY PLACE AT HEATHROW, A CONDOMINIUM

Each Owner shall be governed by and shall comply with the term of the Declaration of Condominium of Barclay Place at Heathrow, a Condominium (the "Declaration"), the Articles of Incorporation for Barclay Place at Heathrow Association, Inc. (the "Articles of Incorporation"), and the By-Laws of Barclay Place at Heathrow Association, Inc. (the "By-Laws") (together, the Declaration, Articles of Incorporation, and the By-Laws are referred to as the "Condominium Documents"), and these Condominium Rules and Regulations. All terms used in these Condominium Rules and Regulations shall have the same meaning as the identical term used in the Declaration. Failure of a Unit Owner to comply with the provisions of the Condominium Documents and these Condominium Rules and Regulations shall entitle the Association or other Unit Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment.

1. Personal Use. Use of the Units and, the recreational facilities of the Condominium is limited solely to the personal use of Unit Owners, their invitees, and lessees. Use of Units or the recreational facilities for commercial purposes or any purposes other than the personal use described herein is expressly prohibited. "Commercial purpose" shall not include rental activity by a Unit Owner. No Unit may be divided or subdivided into a smaller Unit

2. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the personal use of the Unit Owners.

3. Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to Unit Owners or which interferes with the quiet and peaceful possession and proper use of the Condominium Property by the Unit Owner. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of a Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. Leasing of Units. Unit Owners shall deliver a fully-executed copy of any lease which that Unit Owner enters into with respect to its Unit within five (5) business days of entering into said lease. All leases entered into with respect to any Unit shall be on a form determined by the Association in its sole and absolute discretion. The Association shall provide or make available to any, Unit Owner or contract purchaser of a Unit the current form of approved lease to such Unit. Owner or contract purchaser upon request. The accepted form of lease as of the time of recording this Declaration is attached to the Prospectus as Exhibit "K" thereto. All of the terms and provisions of the Condominium Documents and these Condominium Rules and Regulations pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner. In the event a Unit Owner fails to secure a written leasing rental agreement, the Association shall have the right to request the lessee, sublessee, or tenant execute an acknowledgment to use and occupy the rental or leased Unit in conformance with the Condominium Documents and the Condominium Rules and Regulations.

6. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements or Units, except that the right is specifically reserved to the Developer to place and maintain "For Sale" or "For Rent" signs on the Condominium Property for as long as it may have Units to sell, and except as permitted by the Board of Directors of the Association from time to time.

7. Prohibited Vehicles. No trucks (other than pick-up trucks with a capacity of less than or equal to one-half (1/2) ton), commercial vehicles, boats, house trailers, boat trailers, mobile homes, campers or trailers of any description shall be parked in any parking space except with the written consent of the Board of Directors of the Association. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery and such other services as may be necessary.

8. Pets. All "exotic" pets are prohibited unless the prior approval of the Board of Directors of the Association is obtained, which approval shall be granted in the Board of Director's sole and absolute discretion. For purposes hereof, "exotic" pets include any pet which is not one of the following: cats, dogs weighing less than fifty (50) pounds and which are of a "non-aggressive" breed (as determined by the Board of Directors of the Association in its reasonable discretion), fish and birds not in excess of one (1) foot in height. No Unit Owner may have more than (2) dogs. All pets must be restrained on a leash or similar device when outside of any Unit. Unit Owners are responsible for cleaning up any waste deposited by pets on the Condominium Property. Pets may not be kept, bred or maintained for any commercial purpose, nor kept in unreasonable numbers, nor allowed to behave in any manner which annoys or interferes with any other Unit Owner's use or enjoyment of his or her Unit. This Section 8 shall not apply to any pet which is currently owned by any resident of any Unit during the lifetime of such pet; provided however, that upon the death of such pet, this Section 8 shall apply in full to such Unit and any resident thereof.

9. Exterior Appearance. No Unit Owner shall decorate or alter any part of a Unit so as to affect the appearance of the Unit from the exterior. Such decoration or alteration shall include, but not be limited to, painting or illumination of the exterior of a Unit, reflective film or other window treatments, draperies, window shades, screen doors and lights. The Association shall have the sole discretion, which may be based on aesthetic principles only, to determine compliance with this provision. Notwithstanding anything to the contrary, nothing herein shall prohibit any Unit Owner from displaying one portable, removable United States flag in a respectful way.

10. Antennas., No television or radio antennae or towers of any nature (other than satellite dishes serving individual Units) shall be erected on any part of the Condominium Property, except that one antenna or receiver may be used as a master antenna for each Building. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

11. Noise. Should noise transmission create a disturbance or a nuisance, the responsibility is with the Unit Owner and not the Association to abate the noise transmission. In order to insure the comfort of all Unit Owners and authorized users, radio and television sets, and any and all other such audio equipment generating noise, should be turned down to a minimum volume so as not to disturb other persons between the hours of 11:00 p.m. and 8:00 a.m. All other noises between these hours should be avoided.

12. Obstructions. Sidewalks, entrances, driveways, and/or all other areas intended for common use must be kept open and shall not be obstructed in any manner. No sign, notice or advertisement shall be inscribed or exposed on or at any window of a Unit or any part of the Condominium Property, except such as shall have been approved in writing by the Association; nor shall anything be projected out of any window in the Condominium Property without similar approval. All personal property of Unit Owners shall be stored within the Unit.

13. Storage. Except as otherwise provided herein, no part of the Limited Common Elements appurtenant to any Unit may be used for storage. Firewood may be stored in the courtyard which is associated with a Unit, but may not be stored against any walls of the courtyard.

14. Children. Children are to play only in areas either designated or clearly intended for play, and they are not to play in public halls, on stairways, or other common areas which would cause an obstruction. Reasonable supervision by parents or guardians must be exercised at all times when children are playing on the Condominium Property. Children are expressly prohibited from playing near the lake or in the clubhouse without supervision by parents or guardians.

15. Entry for Emergencies. In case of emergency originating in or threatening any Unit, regardless of whether or not the Unit Owner is present at the time of such emergency, the Board of Directors of the Association, or any management company engaged by the Association (the "Management Company"), or any other person authorized by them, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate.

16. Plumbing. Plumbing shall not be used for any other purpose than those for which it was constructed, and no sweepings, rubbish, rags or other foreign substances shall be deposited into plumbing. The cost of any damage resulting from misuse shall be borne by the Unit Owner.

17. Roof. Unit Owners are not permitted on the roof of any Building within the Condominium Property for any purpose.

18. Solicitation. There shall be no solicitation by any person anywhere on the Condominium Property for any cause, charity or purpose whatsoever, unless specifically authorized in writing by the Board of Directors of the Association or the Management Company, except for solicitation by the Developer in marketing the sale of Units.

19. Parking. No vehicle belonging to any Unit Owner or to a member of the family of a Unit Owner or guest, tenant or employee of a Unit Owner shall be parked in any unauthorized area, in any fire lane. The Unit Owners, their employees, servants, agents, visitors, licensees and the Unit Owner's family will obey all posted parking regulations. Vehicles parked in any unauthorized areas or impeding any fire lanes are subject to being towed away at the Unit Owner's or authorized user's sole expense. No repair of vehicles shall be made within the Condominium Property. No Unit Owner shall store or leave boats, trailers, mobile homes, recreational vehicles and the like on the Condominium Property, except in areas, if any, designated for the same. No trucks or buses may be parked anywhere on Condominium Property, except for those of the Developer or the Management Company, if any. Unless parking spaces are assigned as appurtenances to particular Units, each space may be used by any Unit Owner, family member, lessee or guest. Unit Owners may not park vehicles in spaces designated for handicapped persons, unless they fall within this category of individuals, and the Association or Management Company shall have the right to notify local authorities of any such violations. Vehicles should be parked within the painted lines.

20. Use of Swimming Pool, Tennis Court, and/or Other Fitness Facilities. Unit Owners and authorized users of the swimming pool, tennis court, and/or other fitness facilities do so at their own risk. All users are required to obey the posted rules. Children under fourteen (14) years of age using any swimming pool, tennis court, and/or other available recreational facilities must be accompanied and supervised by a responsible adult.

Swimming in the pool is permitted only during the posted hours of operation. Since the pool is not guarded, persons using these facilities do so at their own risk. Persons using all recreational facilities must be appropriately attired.

The following are the basic rules for persons using the swimming pool:

- (a) Shower thoroughly each and every time before entering.
- (b) Pneumatic float or other items of similar nature, except for Board of Director-approved floatation devices, are not permitted in the pool.
- (c) Pets are forbidden in the general pool area.
- (d) Running and/or ball playing or throwing objects is not permitted in the general pool area.
- (e) Beverages may be consumed within the pool area, but absolutely NO GLASS, GLASS bottles or other GLASS containers shall be allowed within the pool area. Anyone who hosts or participates in serving or consuming beverages will be held strictly responsible for cleaning up after such refreshments have been consumed and will further be held strictly liable for any injury resulting from broken glass.
- (f) If suntan oils, creams or lotions are used, a towel or other form of protection must be placed on pool furniture to protect the attire of others who use the furniture.
- (g) No children in diapers will be allowed in the pool.

Bicycles, rollerblades, skateboards and other similar equipment are prohibited on the tennis court. Unit Owners and authorized users shall observe all posted rules and regulations governing the use of all other available recreational facilities.

21. Storage of Dangerous Items. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit, Common Element, or Limited Common Element except as are required for normal household use.

22. Employees/Agents Control and Entry of Units for Maintenance. Employees and/or agents of the Association or Management Company, and employees and/or agents of the Developer's ongoing sales program, shall not be sent off the Condominium Property by any Unit Owner or authorized user at any time for any purpose. No Unit Owner or authorized user shall direct, supervise or in any manner attempt to assert any control over the employees of the Management Company or the Association. Violations of these Rules and Regulations, or other matters of concern, should be brought to the attention of the Management Company for proper resolution. Employees or agents of the Management Company shall be permitted to enter Units for maintenance and repairs during reasonable hours.

23. Complaints. Complaints regarding the maintenance service of the Condominium shall be made in writing to the, Management Company, as long as the management contract with the Management Company remains in effect, and thereafter, to the Board of Directors of the Association.

24. No Private Watercraft. No boats, jet skis, waverunners or watercraft of any kind shall be used, stored or brought onto the Condominium Property by any Unit Owner, guest, or renter without the prior written consent of the Board of Directors of the Association.

25. Security. Unit Owners shall at all times lock and secure their unattended motor vehicles parked or located upon the Condominium Property, and they shall not leave any valuable in plain sight within or upon such vehicles. During their occupancy, Unit Owners shall at all times lock and secure all doors, windows, porches or other points of possible entry with respect to their accommodations (except when any such point of entry is in use by Unit Owners or their guests or tenants).

26. Fines. The Association may levy reasonable fines against a Unit for the failure of the Unit Owner, or its occupant, licensee, or invitee, to comply with any provision of these Condominium Rules and

Regulations. No fine may exceed \$100 per violation. Fines may, however, be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.