

BAYWOOD COLONY GARDEN APARTMENTS, INC.
RULES AND REGULATIONS

A. ENFORCEMENT AND APPLICABILITY:

The purpose of these Rules and Regulations is to establish an orderly and harmonious community and to remind us of our mutual responsibilities toward the attainment of these goals. These Rules and Regulations are consistent with and in addition to the provisions of the Declaration of Condominiums, Articles of Incorporation of the Association or the By-laws. The Rules and Regulations hereinafter enumerated governing the use of the Association and Condominium property, the common elements, the limited common elements, and the Units shall be effective until amended by the Board of Directors of the Association and shall apply to and be binding upon all Unit Owners, their guests, invitees, lessees, renters and occupants.

These Rules and Regulations should be posted in a conspicuous place within the unit for the benefit of guests, occupants, lessees and other visiting the Condominium. Owners and anyone renting or leasing a Unit are required to familiarize themselves with all Rules and Regulations. Owners shall use their best efforts to see that these Rules are faithfully observed by their families, guests, and invitees, servants, occupants, lessees, and persons visiting the Condominium as any violation can be enforced against both the violator and the Owner with the ultimate responsibility lying on the owner.

Board Members do not handle requests or complaints individually. Any complaints, violations or emergencies should be reported to the Management Company. The Board hopes it will not be necessary to do so as this is expensive both for the Association and the violating owner. A reported violation or complaint will result in a personal visit from the office calling attention to the violation and asking for correction and future compliance. A report of such visits will be filed in the Office. A repeated violation will result in a formal written request for compliance with Rules and Regulations. A copy of that letter will be submitted to the Board of Directors. The Board of Directors and the Management Company as its designated representative have the authority to enforce these Rules and Regulations and as provided in the Condominium Act the Board may institute legal action as a part of its enforcement power. Fines of \$100 per day up to a maximum of \$1,000 per violation may be imposed.

B. GENERAL:

All alterations or changes to exterior doors must be approved by the Board of Directors prior to installation.

No personal articles, to include but not limited to lawn furniture, shall be left on common elements when not in use.

Feeding wildlife on the common elements or Association property is not permitted.

Damage to any part of the common elements caused by Owners, their lessees, guests, visitors or pets shall be repaired and charged to the Owner.

Sinks located in the common areas are intended to be used only in conjunction with the use of the owners, guests, or occupants and not as substitutes for a Unit Owner's own personal sink.

The Association is not responsible for personal property left on any part of the common elements.

Commercial solicitation is prohibited.

No sign, advertisement, notice or other similar material shall be exhibited, displayed, inscribed, painted or affixed, upon any part of the exterior of the Units, limited common elements or common elements by anyone without written permission of the Board of Directors.

Bulletin boards are for official Association use only. However, if space is available, personal notices are permitted. Notices are not to exceed 3" X 5".

Everyone should be considerate at all times and especially quiet during the hours of 10:00 p.m. to 8:00 a.m. Please advise your Renters and Guests that these premises are private residences and not Motel accommodations. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, pets or licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. No Unit Owner, guest or occupant shall play upon or permit to be operated a phonograph television, radio or other electronic instrument in such a manner as to unreasonably disturb or annoy other occupants of the Condominium. If utilizing any of the above then the unit should have its windows in a closed position so as to minimize the noise created. If the noise is still unreasonably loud and does not disturb or annoy other unit owners, guests or occupants then such electronic entity should be lowered to the degree whereby it does not cause such disturbance or annoyance.

Vehicles with loud mufflers or exhausts are prohibited from the complex.

The maintenance personnel hired by the Management Company are not permitted to perform work of a personal nature for any unit during the time period they are working on common elements at the direction of the Management Company. Any violation of this Rule may result in an Owner assuming personal liability for said maintenance personnel.

Unit Owners, residents, their families, guests, servants, employees, agents or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roofs of the building.

Hallways of the complex are not to be used as play areas by owners, their guests, visitors or occupants. Owners are responsible to see that children who are visitors, guests or occupants do not use the hallways in such fashion, nor leave toys or playthings in the hallways or on the stairs of the complex. Such items may present a danger to other occupants and increase liability by the owner whose unit such children are visiting or occupying. Excess noise by such children that disturbs or annoys other occupants will result in the Board of Directors asking that such children, if guests or visitors, leave the premises.

C. VEHICLES AND PARKING:

No unit owner, their guests, licensees, invitees or assigns shall keep or park on the common elements any restricted vehicles. "Restricted Vehicle" shall mean any truck, recreational vehicle,

motor home, vehicle designed to provide temporary living quarters or having facilities for sleeping, gallery and head; any trailer, boat, motorcycle, motorized scooter, racing car, bus, commercial vehicle or any unlicensed motor vehicle and as provided in the Declaration. All vehicles permitted to park must be customary passenger vehicles as defined by the Department of Motor Vehicles of the State of Florida. In the event of any conflict with the Rule and Declaration, the Declaration shall control. The Association complies with Florida Law as to towing unauthorized vehicles.

Non-commercial Pick-up trucks with a small cover over the bed are permitted.

No motor bikes, "motorcycles" or small vehicles may be used or parked on the Condominium property for any purpose.

All owners and residents should attempt to maintain the orderliness of the parking area.

Each unit owner has a numbered parking space for private use. It is the responsibility of the unit owners and occupants to advise visitors, guests and service people to park in the designated areas only. Any vehicle parked in the parking area but not specifically designated as a parking spot will be considered as improperly parked and will be subject to be towed.

Only minor repairs to make a vehicle function again shall be permitted. Car washing is not permitted, nor are oil changes.

Bicycles shall not be ridden on sidewalks and walkways, must be parked in designated areas only or parked within the unit or it's storage area. Use of roller skates, roller blades, and skateboards is not permitted in any common areas, including the parking areas, hallways and sidewalks.

Any vehicle parked in violation of the Rules and Regulations shall be subject to being towed away at owner's expense. All State and Local laws pertaining to the removal of illegally parked vehicles from private property shall apply.

When leaving for an extended period it is recommended that residents leave a vehicle key with the Management Company or notify them of location of keys in the event of an emergency.

If vehicle owners are absent and the vehicle must be removed to perform any common areas maintenance, the vehicle will be removed and replaced at the vehicle owner's expense.

D. PETS:

One (1) small pet, the full adult weight for which shall be fifteen (15) pounds may be kept in a unit.

All pets must be kept controlled on a leash when on the common elements.

Pets must not be allowed to annoy residents and occupants. This rule applies to pets whether inside or outside the unit. Pets that cause other unit occupants annoyance due to their noise or odor must be immediately removed upon notification in writing by the Board of Directors. If a majority of the Board deems any pet of an owner, a renter, or a guests be deemed a nuisance such pet must be removed from the complex upon notice to the unit owner.

Pets shall not be permitted in the laundry room.

The grassy area outside of the parking area and the wall of the complex shall be used for pets' elimination purposes. The courtyard next to the laundry room is not permitted to be used in this fashion. Droppings must be picked up by the person walking to pet. Failure to do so will result in the Board of Directors requesting the removal of that particular pet from the complex.

Pets shall be watched and controlled by their owners so as to avoid unsanitary conditions or unhealthy situations.

E. SALES AND LEASING:

A unit shall not be leased for a term of less than one month.

A lease shall be deemed as including a sublease, assignment of lease and the lending of a Unit, except to members of the owner's family.

The unit owner proposing a sale or lease shall apply to the Board in writing of the same, which application shall be accompanied by the proposed sale or lease documents and agreements. The form for this can be obtained from the Management Company.

A sale shall include a gift, a transfer of controlling stock interest in the event the Unit is owned by a corporation and a transfer of a majority of beneficial interest in the event the Unit is owned by a Trust.

An owner of a unit under lease shall have no rights with respect to the common elements other than those of a registered visitor unless said owner resides in another unit.

With respect to leases, sub-leases or assignments subject to the approval of the Board of Directors, occupants shall register with the Management Company

The leasing, sub-leasing or assignment of a Unit without consideration or the lending of a Unit is subject to all of the conditions and restrictions contained in the Declaration and these Rules and Regulations. Application with respect to the foregoing shall be filed on the form referred to above.

Copies of the form referred to above are available from a member of the Board of Directors or from the Management Company.

It is the Owner's responsibility to furnish the lessees with a copy of the Rules and Regulations, as adopted by the Board, and a summation of the Restrictions with respect to the units as contained in the Declaration. Owners shall inform occupants that they shall abide by all the Rules and Regulations of the Association concerning occupancy and the use of the Unit and common elements and areas.

A two-bedroom unit shall not be occupied by more than 4 persons. A two-bedroom unit shall not be occupied overnight by more than 6 persons on a temporary basis. A one-bedroom unit shall not be occupied by more than 2 persons. A one-bedroom unit shall not be occupied overnight by more than 4 persons on a temporary basis.

Permission for overnight occupancy for a limited time that is greater than the normal occupancy level must be requested from the Management Company.

F. FINANCIAL:

Upon purchase of a unit the owner becomes responsible for the monthly assessment. The monthly assessment is paid quarterly.

Each owner is responsible for the maintenance fee being paid promptly.

Monthly maintenance fees are payable on the first business day of each quarter. Quarterly statements will be mailed. Failure to pay maintenance or assessments within 60 days will result in a lien against your property, plus attorney's fees, costs, and administrative late fee (\$100.00), and interest at one and one-half percent (1 ½ %) per month.

G. BUILDING:

Smoking in the laundry room which is a posted area is strictly prohibited.

No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any unit or limited common elements, except those necessary and suited for normal household use.

No person shall allow anything whatsoever to fall or be able to fall from the windows, ledges, walkways, stairways, entry ways or doors of the premises, nor sweep or throw any dirt, waste or other substances outside of the unit or on the limited common elements or the common elements of the Condominium.

Any objects that obstruct the walkways, including but not limited to plants, door mats, chairs, climbing vines, trees or playthings including bicycles, tricycles, skateboards, and toys, are prohibited in common areas. Ice and picnic chests are not allowed in those same areas.

Absent owners are responsible for damage that arises from water problems caused by their absence. It is best to have someone check your apartment at least monthly.

No one is permitted to wash, cut, clean or perform any such similar activity within the common areas of the complex nor is owner, occupant or other individual permitted to contract for such services to be done in the common area.

H. OWNER:

Owners should advise the office when vacating their unit, giving the address and telephone number where they can be reached in case of emergency, and also the name of the party who will be checking their unit during their absence. The Management Company should have a key at all times for emergency reasons. If you are away and your vehicle is in the parking lot, the Management Company should also have a key to your vehicle in case it needs to be moved. If you decide not to provide a key for your unit or for your vehicle then you will bear the expenses incurred if entry is necessitated by an emergency to your unit or for movement of your vehicle becomes necessary for maintenance purposes to the common areas which is restricted in some manner by your vehicle.

I. REFUSE:

The use of trash receptacles during the hours of 10:00 p.m. to 8:00 a.m. may create a disturbance. Please confine their use to the other hours.

Dumpsters are provided for the disposal of trash and refuse. All garbage must be in plastic tied bags. New recycling bins are clearly marked cans, bottles, plastics, paper and flattened boxes. Be sure to use proper bins.

Grease and fatty substances are not to be disposed through sink drains or refuse disposals. Please seal them in bags or cans and dispose of them in dumpsters. Hygiene products, paper towels, etc. should be disposed of in toilets in the Unit or common elements.

In order to prevent unpleasant odors, pests and vermin, refuse must be put in sealed plastic bags, and securely closed.

Cardboard boxes and other bulky items such as furniture are not to be left sitting on the ground next to the dumpsters or recycling bins. They should be cut in to pieces and placed in the appropriate recycle bin or dumpsters. Failure to do so will result in costs for doing so charged to the owner of the offending unit.

J. LAUNDRY:

Laundry facilities are available. Please observe signs in Laundry Rooms. Laundry hours are from 8:00 a.m. to 10:00 p.m.

No plastic, quilted or other garments containing polyester fill or foam are allowed to be washed or dried.

Only 2 washers or dryers may be used by one person at any time.

Remove lint from the lint screen in dryer after each use.

You are responsible for loss or damage to laundered items if machines are misused.

Remove items from machines promptly when machines are finished. Any items left unattended in the machines after their cycles are complete may be removed by the person waiting to use them without any liability for same.

No washer may be started after 9:30 p.m.

Items left after 10:00 p.m. may be removed by the Management Company.

The laundry room door is kept locked for security purposes. It may be propped open while you are physically present in the laundry room. However, if you leave the laundry room for even a short time the door must be closed securely.

K. EXTENDED ABSENCE:

When leaving a unit unoccupied for an extended period (one week), the following steps are recommended.

Turn off the hot water heater by shutting of the electricity to it.

If absent for up to three week set the refrigerator to "normal" and leave door closed. For longer absences, turn off the refrigerator and prop door open securely, or turn the refrigerator to the lowest setting.

Set the air conditioner thermostat at 82 to 85 degrees. If a humidistat has been installed, the thermostat can be set at 85 degrees and the humidistat at 70 percent.

Bring all objects from the common areas indoors.

Secure all windows and doors.

Check lights, faucets and locks.

Turn off the water to the unit. The main valve is located on the pipe coming into your unit.

If you leave your vehicle(s) behind, provide keys to the Management Company, in case removal becomes necessary during your absence. If you fail to do so and it needs to be moved for maintenance purposes then any cost involved for moving your vehicle will be charged to you.

Complete information and send to the Management Company so we will have an address and phone number where you can be reached in the event of damage to your unit, or give the name and phone number of the person we should contact in the event of damage or an emergency.

L. TRADESMAN AND MOVERS:

Paragraph 1 and 2 are generated by the fact that workers who install carpets and do repairs and also movers are notorious for strewing debris along the walkways, in the common areas, in the parking areas and around the unit entrances.

Owners/tenants shall require that persons hired by them to perform maintenance or other similar types of project clean up the walkways and entrance areas. Tradesmen and movers must take away all the debris, and not just use the Association's dumpsters, except with the approval of the Management Company.

Owners are responsible for any damage to common property caused by tradesmen, movers or others working for them. If the tradesmen you hire fail to clean up, then the area will be cleaned by persons hired by the Management Company and charged to the owner of the offending unit.