

**Rules and Regulations
Of
Baytree Patio Homes Condominium Association, Inc.
January 2019**

The following are the Rules and Regulations for the Baytree Patio Homes Condominium Association, Inc. as amended by the Board of Directors, February 2019.

These Rules and Regulations shall apply to and be binding upon all unit owners, family members, guests, invitees, tenants, lessees, employees, agents, or any other person under the control or supervision of a unit owner.

In order to keep Baytree Patio Homes looking as good as it does, maintenance is also required by you the Owner!

The Rules and Regulations are as follows:

Alterations and/or Structural Modifications:

No alterations, additions, improvements, changes or modification to the common elements, limited common elements, the exterior of the buildings, or the exterior of a unit, is allowed without completing an Architectural Modification Request Form and prior written consent of the Board. This includes **Air Conditioner Maintenance and Replacement**.

Roof - No person shall be permitted upon the roof of any building or shall cause anything to be placed on the roof of any building, or any reason, without prior written consent of the Board. Any unauthorized work that causes damage to the roof will be the responsibility of the homeowner.

Architectural Modification Forms, Sales and Rental Applications can be found on the **AmbassadorManagement.com** website "Forms & Requests".

No awning, canopy, shutter, hurricane shutter, antenna, satellite dish, wiring, nails and/or screws, or any other projection or decorative item shall be attached to or placed upon the outside walls, or roof of the condominium buildings without the prior written consent of the Board.

Water Consumption:

Each unit owner shall be responsible to check all indoor and outdoor faucets and toilets to make sure they are functioning properly. If a unit uses more water than the normal consumption, the unit owner will be responsible for the overage.

Association Employees and Contractors:

No unit owner or member of his family or guest shall give orders or instructions to association employees or contractors.

Occupancy:

Residential unit occupancy is restricted to the number of sleeping quarters provided by said unit. As all units contain two bedrooms, each unit is limited to FOUR persons. This includes adults and children. This does not apply to guests who occupy the unit for a period of less than 14 days.

Children:

Each unit owner shall be responsible for the actions and any damage caused by their children or children visiting their unit. All children must comply with the Rules and Regulations of Baytree Patio Homes. Children under fifteen (15) years of age are not allowed in the pool or in the pool area unless accompanied by an adult eighteen (18) years of age or older.

Damaged Common Elements:

Any damage to the common elements, limited common elements, the condominium buildings, roadway, pool, pool deck, cabana, restroom and/or landscaped areas, caused by a unit owner or family members, guests, invitees, tenants, lessees, employees, agents, or any other person under the control or supervision of a unit owner, shall be the sole responsibility of the unit owner.

Decorations, Signs, and Article Display

Unit owners may temporarily display seasonal holiday decorations. Decorations shall be displayed no more than two (2) weeks prior to a specific holiday and removed no later than one (1) week after holiday. The only exception is the major holiday season in December during which the decorations may be hung from Thanksgiving and must be removed no later than the first week in January. The decorations should not be distracting to neighbors or other residents. The only exceptions are those stated in Section 718.113 of the Florida Statutes which allows the display of the U.S. flag in a respectful manner. Sports Flags can be displayed on game day only.

Flammable Materials:

No flammable, combustible, or explosive fluid, chemical, or substance shall be kept in any unit, storage area, patio, or common element area, except as required for normal household use.

Guest Occupancy:

Temporary guests residing in a unit shall not create or cause an unreasonable source of noise, annoyance, or disturbance to other residents. All temporary guests are required to comply with all of the Rules and Regulations of the condominium, including parking, and other obligations created by the Declaration of Condominium and its exhibits. The Board reserves the right to limit the number of temporary guests that may reside in a unit at any time. The Board reserves the right to expel any temporary guest who violates these Rules and Regulations. Any guest residing over 30 days will be required to submit application for residency.

- You must use the spaces assigned to you, not any other, unless duly authorized by the owner of the unit the space has been assigned. This authorization must be in writing and on file with the management company.
- Unit owners, or permanent residents, such as tenants or long-term guests, may not park in the guest parking spaces located throughout Baytree Patio Homes. **The vehicle of any unit owner, or permanent resident who uses guest parking is subject to immediate towing.**
- **A guest or visitor** is defined as someone visiting a unit owner and utilizing guest parking for less than seven (7) consecutive days, whether the vehicle remains on property or comes and goes within a 24 hr. time frame. **All Overnight Guest/Visitors** must have a Guest Pass visible or will be subject to booting or towing of vehicle.
- **All vehicles must be parked head in, NOSE FIRST** and parked between the parking space lines.
- Parking is **Not** allowed on the street, grass or sidewalk. Illegally parked vehicles (including resident vehicles parked in guest parking will be subject to tow or boot at owner's expense)
- Parking of any commercial vehicles, vehicles with any visible advertisement/ lettering, or recreational vehicles, such as boats, jet skis, or trailers, along the road, or in a guest parking space, is strictly prohibited. This restriction does not prohibit the temporary parking of commercial vehicles making deliveries or providing services to any unit or the condominium property and they may park in the street if needed. Commercial vehicle is defined as any vehicle without rear seats. Private Passenger vehicles have rear seating.
- No major repair of any motor vehicle is allowed. No vehicle may be placed upon blocks, jacks or similar device, anywhere on the condominium property.
- Expired license plates are subject to immediate towing without notice.
- Each household will receive 2 initial parking decals. If you sell your car and require a new decal they will be \$10.00 each and replacement guest passes are \$25.00, which can be purchased at the Management office with the proper vehicle registration.

Personal Property:

The personal property of a unit owner or tenant shall be stored within his unit or fenced area. Items such as hoses or trash/recycle totes are not allowed to remain outside of any fenced area.

Pets:

Owners may own only two pets (i.e. dogs or cats). Dogs up to 45 lbs. are acceptable. All owners of are required to register their pets with the management company on the Pet Registration Form, acknowledging the rules and regulations regarding pets. In addition:

- All pets must be on a leash at all times when outdoors;

Guns/Weapons:

No guns or weapons may be discharged on any portion of the condominium property, including the common areas and inside units, except as might be permitted in the event of any emergency under the laws of the State of Florida. Guns and weapons include, but are not limited to: rifles, shotguns, handguns, pistols, dart guns, BB guns, pellet guns, bow and arrows, and slingshots.

Hurricane Preparations:

Hurricane season begins June 1st and runs through November 30th. All plywood and makeshift window & door protections must be removed within 72 hours after the named storm has passed. Covering the windows for a prolonged period of time is a fire safety hazard.

Each unit owner who plans to be absent from his unit during the hurricane season must make the following preparations prior to their departure:

- Remove all furniture, plants and other moveable objects from the exterior portion of the unit and patio area; and
- Designate a responsible company or person to care for the unit. Please notify the management company with your emergency contact information prior to leaving the unit unoccupied.

Any unit owner failing to make proper hurricane preparations, shall be held responsible for any damage caused to the property.

Insurance:

The Association covers specific insurance for the Association's common areas and buildings. Each unit owner is responsible to insure the interior of their units with a H06 homeowner's insurance policy. Renters should also purchase a rental policy to cover their personal items.

Noise/Nuisances:

No stereo, television, radio, or other sound equipment may be played or operated in such a manner that disturbs or annoys other residents. No person shall make or permit any disturbing noises (including barking dogs), engage in loud activities that disturb or annoy other residents, or engage in disorderly, profane, indecent, or unlawful conduct on any portion of the condominium property, including inside any unit.

Parking:

Each unit has two (2) private numbered parking spaces. Each household will receive up to two (2) numbered parking stickers for their registered vehicles and one (1) Guest Parking Pass. The resident parking sticker is to be placed on the lower corner of the rear window of the Driver's side. Guest Passes are to be hung from the rearview mirror.

- No pet may be kept outside of any unit or upon any limited common element.
- The unit owner will be responsible to clean up and dispose of the animal waste properly.
- No pets may be kept, bred or maintained for any commercial purpose; and
- No pets are permitted within the recreational facilities (pool, pool deck area or cabana).
- No pets are to create a noise nuisance. Dogs are not allowed to be left outdoors unattended.

Owning a pet is not a right of the unit owner but is a license subject to termination at any time by the Board of Directors upon finding that the pet is vicious, repeatedly disturbing other residents, has become a nuisance to the community, is a threat to the health, safety, and welfare of the community, or for repeated violations of these rules and regulations. The Board has the right to require the removal of the pet from the community in these instances. Pet owners shall be strictly responsible for all liability or damages to persons or property caused by a pet on the premises.

Service People:

No unit owner or tenant shall permit any service people, whether for purposes of maintenance, repair, replacement, or improvement to work in his unit before 8:00 A.M. or after 5:00 P.M., except in cases of emergencies.

Signs:

No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted, or affixed by any unit owner on any part of the outside or inside of any unit so as to be visible from outside of the unit, or upon any portion or part of the common elements.

Solicitations:

There shall be no solicitation permitted by any persons anywhere in or about the condominium property.

Swimming Pool:

The pool and pool area are for owners, tenants, and guests of Bay Tree Patio Homes only. The Association may prevent access to any owner, resident, or their tenant, who is not current on their Association fees. All rules and regulations posted at the pool are in force and should be followed. In addition to any rules posted at the pool, the following rules are also in effect:

Pool hours: Sunup to Sunset

- Children under 15 years of age are not permitted in or around the swimming pool unless accompanied by an adult 18 years or older;
- No Pets are permitted in the pool or in the pool area;
- No food or beverages are permitted in the pool;
- **Glass bottles or containers are strictly prohibited;**
- Personal parties in the pool area are prohibited. The pool area is for all residents to use and enjoy;
- Barbecues are not permitted in the pool area;
- All garbage must be disposed of in each unit owner's trashcans.

- The gates leading into the pool area must be kept closed at all times;
- Rafts and/or flotation devices are permitted only when they do not interfere with others using the swimming pool;
- No diving is permitted in the swimming pool;
- All lounges and chairs need to be covered with a towel;
- Proper swim attire is required. All infants and toddlers not toilet trained must wear a swim diaper;
- Pets are Not permitted in the pool area.

Use of the pool is at your own risk.

Fences:

- Other than house numbers, do not attach or hang anything from the fence. If any fence is modified or landscaping grows into the fence, the fence becomes the owner's responsibility.

Trash/Garbage:

- Totes must be kept **INSIDE** your **fenced patio area**, out of sight.
- Totes can be put out no earlier than 5:00 pm the day before pickup and stored away no later than 7:00 pm on pickup day.
- Totes must be placed only at designated areas. The trash trucks will no longer be driving into the dead end streets.
- Recycle totes are for recyclables **ONLY. NO TRASH.** Any violations will be noted by Waste Pro and fee will be charged to the unit owner by them.

Effective December 12, 2018

Collection Days for Trash and Recycling Materials Are:

**TRASH: Black Tote
Every WEDNESDAY & SATURDAY**

**RECYCLING: Blue Tote
Every SATURDAY**

**BULK TRASH:
Every SATURDAY**

**The ONLY location for BULK DROP-OFF is the
Grass Area across from the pool on SW 23 St.**

The trash trucks will no longer be driving into the dead end street