

**BAYTREE, A CONDOMINIUM, SECTION TEN, INC.  
RULES AND REGULATIONS**

**PURPOSE AND INTENT**

**The goal of your Board of Directors is to maintain attractive, economically well-managed condominium buildings and common areas. The Board asks for the assistance of all owners and residents in the enforcement of the rules and regulations. They are designed to maintain property values, insure the safety, security and health of residents, and enable everyone to live in peaceful harmony without infringing on the rights of others.**

**COMPLIANCE**

**These rules and regulations are applicable to all owners and tenants and will be enforced as follows:**

- a. Violations should first be reported to the Baytree Ten management company. If not available, then a report can be made to one of the officers or members of the Board of Directors. Serious violations should be put in writing.**
- b. Violations will be called to the attention of the violating owner or resident. Continued violations will be brought to the attention of the full Board of Directors and appropriate action taken. Disagreements concerning violations will be carefully considered by the Board and/or management company.**
- c. Unit owners are responsible for compliance with these rules and regulations by their family members, guests, invitees, tenants/lessees and/or workers. Damage, vandalism or rules violations committed by any of the above will be the responsibility of the unit owner.**
- d. No one shall be permitted to loiter in the streets, parking lot/or other common areas within the community. For the purpose of this section, common areas are those areas not specifically owned by - or considered an appurtenance to - a specific unit, but designed for use by all residents of the community.**
- e. Renters or lessees are responsible for compliance with the rules and regulations by their families, guests, invitees and/or workers.**
- f. If the renter/lessee does not comply as stated above, the responsibility falls on the owner/lessor.**
- g. If the owner/lessor fails to comply and/or institute appropriate remedies, the Board will take legal action. All legal fees will be at the expense of the owner.**

1. **FACILITIES:** Baytree Highlands Ten is a part of the Highlands. Each property owner must pay a fee for the upkeep of the various facilities provided for the use of Highlands Association members, their immediate families, house guests and tenants of rental units. A clubhouse, swimming pool, tennis courts and pavilion, parks and playgrounds are available. For information on requirements for use of these facilities, contact the Highlands office in the Clubhouse. 407- 327-0640.
2. **OCCUPANCY RESTRICTIONS:** No unit shall be permanently occupied by more than two persons per bedroom.
3. **LEASING:** No unit may be leased without prior written approval of the lessees by the Board of Directors. The purpose of this is to ensure compliance with applicable occupancy and pet restrictions. The owner will provide a copy of the application to the President of the Board, or his designee, for approval. Upon approval copies will be kept on file with the Baytree management company and the Association secretary. No owner may lease a unit more than two times over any twelve month period.
4. **USE RESTRICTIONS :** Units may be occupied as a residence and for no other purpose. Paying guests are not permitted.
5. **LAWFUL USE:** No immoral, improper, offensive, or other unlawful use shall be made of any unit of the condominium property. All municipal and zoning ordinances, as well as laws, rules and regulations of all government regulatory agencies and underwriter associations having jurisdiction, shall be strictly observed. No unit owner or tenant shall allow the storage of any flammable materials in any storage area.
6. **SALE:** Any sales agreement by a unit owner shall be submitted to the Board of Directors for written approval prior to the consummation of the sale. When a unit is sold, an affidavit must be prepared giving Board approval of the sale and giving the status of the homeowner's payments of any assessments or maintenance fees. This affidavit must be included in the papers and documents at time of closing.
7. **APPEARANCE:** All units shall remain of like exterior design, shape, color, and appearance as other units of the same class or type.
8. **OUTDOOR COOKING:** Cooking under any building overhang or on balconies, porches or landings is not permitted. Winter Springs Fire Department regulations require ground-level grilles be at least ten feet from any structure.
9. **EXTERIOR INSTALLATION;** Without the prior permission of the Board of Directors, no wires, TV antennae, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of any building except for those structures that form a part of the original building. To maintain a uniform and pleasing appearance to the exterior of the buildings, no awnings, screens, glass enclosures or projections shall be attached to the outside walls or to any balcony



UNLESS approved by the Board. This includes any type of screen, umbrella, or exterior security device. After approval has been obtained from the Baytree Board for any exterior change, the next step is to obtain an approval from the Highlands Homeowners Board.

10. **APPEARANCE AND CLEANLINESS:** No clotheslines, hangers or drying facilities shall be permitted or maintained on the exterior of any unit or in or on any part of the common elements. No clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door. The exterior of any unit, unless screened, shall not be used for storage of bicycles, carriages, etc. Occupants shall not allow anything to be thrown or to fall from windows, doors, or balconies. No sweeping or other substances shall be permitted to escape to the exterior of the building from the windows, doors or balconies. Screened porches shall be kept neat and uncluttered. No chairs, tables, etc. shall be placed outside patio or screened porch area.
11. **BALCONIES:** Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of balconies or windows. No objects shall be hung from balconies or window sills. No rags, clothing, rugs or mops shall be hung upon or shaken from windows, doors, or balconies. No cooking of any type is allowed on the balconies at any time, due to fire regulations.
12. **SCREENS:** Screens may be installed by the owner on the exterior portion of the patio or balcony areas only. The owner must submit a written request, together with a line drawing of the proposed installation and a description of the materials to be used, to the Baytree Board. After written approval by the Baytree Board of Directors, the Architectural Review Board of the Highlands Homeowners' Association must indicate its approval in writing. Prior to construction, a City of Winter Springs building permit must also be obtained.
13. **COMMON ELEMENTS:** The common elements are defined as the parking lots and grounds surrounding the buildings and are maintained for the enjoyment of owners and residents. **THE COMMON ELEMENTS ARE NOT DESIGNATED AS A PLAYGROUND.** Under no circumstances will anyone be allowed to play in the parking lot or on the sidewalk. This includes, but is not restricted to, running, skating, bike riding and ball playing.
14. **OBSTRUCTIONS:** Sidewalks, entrances, stairways, driveways, passages and patios must be kept open and shall not be obstructed in any manner.
15. **STORAGE ROOMS:** Common storage rooms shall not be used for storage of personal property at any time.
16. **PLUMBING:** Commodes and other plumbing shall not be used for any purpose other than those for which they were constructed. No sweepings, rubbish, rags, or other foreign substances shall be thrown into them. The costs of any damage resulting from misuse shall be borne by anyone causing such damage.
17. **DOOR LOCKS:** Owners must allow "Right of Entry" into dwellings in emergencies. In case of emergency originating in or threatening any dwelling, regardless of whether



the owner or tenant is present at the time of such emergency, the Board of Directors or any other person authorized by it, shall have the right to enter such dwelling for the purpose of remedying or abating the cause of such emergency, and such right shall be immediate. To facilitate such entry, locks must be keyed to fit the master key, which is in the possession of the management company. Any additional locks to provide extra security must also be keyed to the master key. Any necessary lock changes will be at the expense of the owner or tenant. Monthly pest control is provided by the association, which requires entry into each unit. The master key is used for this service.

18. **NUISANCES:** No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents. All parts of the property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard to exist.
19. **PETS:** No pets of any kind shall be allowed to occupy units prior to approval, in writing, from the Board of Directors. Each unit owner, or renter, may have two (2) pets, each not to exceed 25 pounds at maturity. It is understood that the keeping of pets on the premises is a privilege, but not a right, and may be revoked by the Board of Directors upon thirty (30) days written notice. All pets permitted on the premises shall be under leash when walked and owner must remove any waste matter deposited by the pet on the property. Pet owners shall remove pets from the premises, when such animals emit excessive noise or physically attack any person authorized access to the condominium property. Each pet owner is responsible for any costs incurred in a repair resulting from pet damage. Upon the death or disposal of approved pets, any subsequent pets must be approved in writing by the Board of Directors. **NOTE:** The law requires that all pets residing in Seminole County must be licensed and have rabies vaccinations. Licenses must be renewed on an annual basis. Please contact the Seminole County Division of Animal Control for more details.
20. **FLEAS:** Any special spraying of a unit for fleas is at the owner's expense.
21. **BICYCLES, TOYS, AND WHEELED VEHICLES:** Because of safety concerns, items such as bicycles, toys, skates, or other wheeled vehicles may not be used in the parking lot or on sidewalks. They may not be left in the vicinity of buildings, entranceways, front porches or storage rooms when not in use. Overnight storage must be within the unit or on a screened porch.
22. **NOISE:**
  - a. Radios, TV's, stereos, CD's and the playing musical instruments must be turned down to minimum volume between 11:00 PM and 8:00 AM. Excessively loud volume, sufficient to annoy neighbors, is not acceptable at any time. All other unnecessary noises, such as loud talking and the slamming of doors, should be avoided.
  - b. Carpentry, carpet laying, picture hanging or any trade (or do-it-yourself work) that involves noise must be done between 8:00 AM and 8:00 PM only.

23. **LOITERING:** There will be no loitering in any of the common areas of the property for any reason.
24. **RESPONSIBILITIES FOR DELIVERIES:** Owners shall be responsible for all damages to the buildings caused by receiving deliveries, moving or removing furniture or any other articles from the buildings.
25. **SOLICITATION:** There will be no solicitation or uninvited contact by any person or persons anywhere on the property for any purpose whatsoever, unless specifically authorized by the Board.
26. **ROOF:** Residents are not permitted on the roof for any purpose.
27. **PARKING:** All occupants' vehicles must be registered with the Association, and must have a parking permit affixed. Vehicles without a permit will be towed. For permits, please contact the management company. Each unit is assigned ONE numbered parking space. A second vehicle may be parked in spaces marked VISITOR spots only. No truck, trailer, house trailer, motor home, recreational vehicle, boat, boat trailer, or water craft of any type may be left in the parking lot for more than 24 hours, and then only if such wheeled vehicle or water craft is licensed, operable and in a good state of repair. No commercial vehicle of any type can be parked on the property for more than 24 hours. Unmarked pickup trucks are excluded from these restrictions. Under certain circumstances, the Board may grant waivers to these restrictions, if requested in writing.
28. **VEHICLE TOW-AWAY ZONE:** The parking lot is designated as a tow-away zone. Only vehicles owned by occupants and their bonafide guests are authorized to use the parking lot. Parking in excess of 48 hours by guests is not authorized unless the guest is physically present with a host resident and has a temporary parking permit. Parking by non-residents is not permitted without authorization in writing from a Board member. All vehicles parked on the Baytree lot must be properly licensed and registered. Unlicensed vehicles-or-those whose registration has expired will be ticketed and/or towed. Those without a permit will be towed.
29. **CAR MAINTENANCE:** Dismantling and repairs on wheeled vehicles is not permitted in the parking lot. Exception: changing flat tires.
30. **DRIVING ON GRASS:** Driving a vehicle on the grassed common areas is prohibited. Any damage to sprinkler systems or grassed areas will be charged to the unit owner, tenant or visitor who caused the damage.
31. **PERSONAL PROPERTY SALES:** Sidewalk, patio and entranceway sales are prohibited except during periods authorized by the Highlands Board and City of Winter Springs.
32. **TRASH DISPOSAL:** Two enclosed areas, each with its own dumpster, are provided for the disposal of trash. **GUIDELINES:**
- a. Break all boxes down flat. Do NOT place in the dumpster without doing this.
  - b. Do not place ANYTHING on the concrete floor. Trash truck personnel will



- not pick up anything outside of the dumpster. 6.
- c. Close lid of dumpster after use.
  - d. If you leave objects outside of dumpster, you will be charged for a special pick-up.
  - e. When mattresses, carpeting, appliances, furniture or any bulky items are installed or purchased, make certain that the installer removes the old items. Residents are responsible for ensuring the removal of all old items. For large items requiring special pick-up, please contact management.
33. **MAINTENANCE FEES**: Maintenance fees are due on the first (1st) of every month. Any amounts considered late in payment are subject to the collection policy adopted by the Board of Directors and shall be added to the unit owner's assessment.
34. **DISPLAY OF SIGNS**: Unit owners shall be allowed to display a "FOR RENT" and/or "FOR SALE" sign only on the inside of a window of the unit.
35. **RULES AND REGULATIONS**: The Board of Directors reserves the right to change or revise existing rules and regulations and to make additional rules and regulations which, in its opinion, shall be necessary or desirable for the protection and safety of the buildings and their occupants, will promote cleanliness and good order of the property, and will assure the comfort and convenience of the residents. Copies of the rules and regulations will be provided to unit owners and tenants prior to the time when any new rules and regulations are to take effect.
36. **VACATIONS**: When residents are on vacation or away for any extended period of time and the unit is closed, it is encouraged that a phone number and a forwarding address be left with the management company, in case of emergency.
37. **MANAGEMENT COMPANY**: The Board has contracted with a professional real estate firm to provide overall management of this property. Part of the contract includes a 24-hour, 7-day per week phone number to call should an emergency arise that cannot be handled by ordinary emergency personnel, such as fire, police and medical service providers. Locking yourself out of your house is not considered an emergency, however; during office hours management may respond for a fee. If you have a problem that is real estate related, you may call the management company for advice.
38. **SMOKE DETECTORS**: All units are required to have smoke detectors and these must be maintained in good working order at all times.
39. **FIRE EXTINGUISHERS**: All units are required to have a fire extinguisher. The Board will have a contractor check and re-charge individual fire extinguishers on a yearly basis.
40. **CABLE TV**: Baytree Ten pays for basic cable TV service for all units. Any questions regarding these or additional services must be directed to the local cable TV provider.

THE MANAGEMENT COMPANY MAY BE CONTACTED AT 407-695-7898.  
Approved 06/05/08