

**RULES AND REGULATIONS
OF BAY ESTATES NORTH CONDOMINIUM ASSOCIATION, INC**

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements, the Condominium Units and the Condominium in general shall be deemed in effect until amended by the Board of Directors of the Condominium Association, and shall apply to and be binding upon all Unit Owners. The Lawful Occupants (as defined below) shall, at all times, obey said Rules and Regulations and shall be responsible for making sure that such Rules and Regulations are faithfully observed by their families, guests, invitees, servants, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations will subject the violator to any and all remedies available to the Condominium Association and other Unit Owners, pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Condominium Association, the By-laws of the Condominium Association and applicable Florida law. Violations may be remedied by the Condominium Association by injunction or other legal means, and the Condominium Association shall be entitled to recover in said actions any and all court fees and costs incurred by it, together with reasonable attorney's fees, against any person violating the Rules and Regulations. The Board of Directors may, from time-to-time, adopt or amend previously adopted Rules and Regulations governing the details of the operation, use, maintenance, management and control of the Common Elements of the Condominium and any facilities or services made available to the Unit Owners. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered a waiver, consent or approval of identical or similar situations unless notified in writing by the Board of Directors.

The "Rules and Regulations" below are taken directly from the 'Condominium Documents' which you all have.

The Board has undertaken the task of re-phrasing some of the important ones for your information.

We believe that by publishing these rules and by having everyone live up to them in spirit, and in fact, we will have the best neighborhood and the most attractive association in the Community Development District of which we are all a part.

THE RULES AND REGULATIONS ARE:

1. DEFINITIONS

"Lawful Occupant" shall mean a person lawfully occupying a Unit in accordance with the Declaration of Condominium as a unit Owner or a lessee. All other defined terms shall be defined as same as defined in the Declaration of Condominium.

2. VIOLATIONS OF RULES AND REGULATIONS

2.1 Violations should be reported orally or in writing as appropriate to any officer of the Condominium Association or to the manager of the Condominium as may be applicable. (Examples: orally - for not picking up after their dog; in writing - removing/adding in-ground plantings. Reason for writing: people might not "hear" oral discussion)

2.2 Violations will be called to the attention of the violating Owner by the Condominium Association or by the manager of the Condominium as may be applicable, who will also notify the appropriate committee of the Board of Directors.

2.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

3. FACILITIES

The facilities of the Condominium are for the exclusive use of Lawful Occupants as defined above and their guests. Any damage to the facilities of the Condominium caused by a Lawful Occupant or any guests, visitors or dependents of the Lawful Occupant shall be repaired at the expense of the Lawful Occupant.

4. GUESTS

An Owner must give the Condominium Association oral notice of the arrival of a guest(s) to the Condominium, if such guest(s) is intended to stay for more than seven (7) nights. In general, the number of guests at one time should be two per bedroom. It is understood by all Owners that the Board of Directors may adopt a rule limiting the number of guests allowed in a unit during the course of a twelve- (12) month period.

5. Outward appearance

5.1 The sidewalks, entrances, passages and the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the Condominium (unit) property. The egress may not be blocked by any bicycles, carriages, shopping carts, chairs, benches, tables or any other object of similar type or nature. *NOTE: This is to ensure that should it be necessary for EMTs to get into a unit, they will not be blocked by any obstruction.* Neither helpers nor the Association can be responsible for any damage done to materials that have to be moved or removed to gain access.

5.2 The personal property of all unit owners shall be stored within their garage. Further, it is not permissible to erect any fence between or around a unit.

5.3 No antenna or aerial shall be erected or installed on the roof, terrace or exterior walls of the building without the proper written consent of the Board of Directors. The Board shall be entitled to remove an unauthorized antenna or aerial without notice and at the cost of the unit Owner for whose benefit the installation was made. Satellite dishes (of small diameter) shall be permitted pursuant to the terms and provisions of the Declaration of Condominium.

5.4 No awning, canopy, shutter or other projection shall be attached to or placed on the outside walls or doors or roof of any building without the prior written consent of the Board of Directors.

5.5 A Unit Owner shall not grow any plant outside their individual property (generally considered to be four (4) feet from the building). The plants on the common area are the responsibility of the Board of Directors; those inside the four-foot line are the responsibility of the individual Owner.

5.6 No cooking shall be permitted on the common area, except with the permission of the Board of Directors. Cooking with a portable grill placed near the unit is permitted.

5.7 No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit except that required for normal household use.

5.8 No clothesline or similar device shall be permitted on any portion of the Condominium property, nor shall clothing be hung outside the unit or in a unit but visible from the outside.

5.9 Each unit Owner who plans to be absent from the unit at any time during the hurricane season (June through November) must prepare or make prior arrangements for another party to prepare the unit by: (a) removing all furniture, plants and other objects from the area and (b) designating a responsible firm or individual to care for the unit should the unit suffer hurricane damage and furnishing the Association with the name of such firm or individual. Such firm or individual shall contact the Association for clearance to care for the unit and such party shall be subject to the approval of the Association.

NOTE: Failure by unit Owners to comply with the provisions of this paragraph may subject the applicable unit Owner to a fine levied by the association, in an amount not to exceed the maximum amount allowable under the Condominium Act or an amount not to exceed \$100.00 for each violation if the Association must retain someone to perform the duties just outlined

5.10 Food and beverages may not be consumed outside of the unit
except for such areas as are designated by the Board of Directors.

6.0 PARKING

NO trailer, camper, motor home, boat trailer, canoe, motorcycle, motorscooter, go-cart or any novelty vehicle or recreational vehicle or similar equipment shall be permitted to remain on any portion of the Condominium property, other than for temporary parking, unless parked in an enclosed garage. Temporary parking shall mean the occasional parking of such vehicles belonging to or being used by Owners or their guests for loading and unloading purposes only. All temporary parking shall be restricted to paved drives, garages or parking spaces. Each unit is assigned one uncovered parking space immediately outside the garage door of such unit for the exclusive use of the lawful Occupants and/or guests of said unit. The lawful occupants of a unit shall be permitted to have a maximum of two vehicles on the Condominium property at any time. The parking facilities

shall be used in accordance with the Declaration of Condominium and the regulations adopted by the board of Directors.

7. NOTICE

Each Unit Owner or lessee thereof shall advise the Association when and through what period of time said party's unit shall be unoccupied.

8. LEASING

No unit Owner may rent or lease his unit for less than a sixty- (60) day period, with a maximum of no more than two (2) such sixty- (60) day periods within any calendar year.

9. PRIVATE USE OF COMMON ELEMENTS

Private use of common elements must be arranged through the Board of Directors of the Condominium Association. The user is responsible for all areas used being left in a clean order as well as for any breakage or damage caused.

10.0 PETS

No more than one (1) small pet may be kept in a single household in Bay Estates North. The Board has defined 'small' as 35 pounds or less. The owner may not let the pet run at large and is responsible for cleaning up after the pet. The weight rule does not apply to dogs now in residence. (Declaration of Condominium 16.9)

11.0 ADDITIONS OR ALTERATIONS TO BUILDINGS

The owner is responsible for obtaining the approval of the board before making any permanent addition or alteration to a building. Owners are urged to hire contractors who have done work for

Association members and who are known to be reliable craftsmen. (Declaration of Condominium 15.2i)

While these Rules and regulations may seem onerous at first glance, we have imposed them on ourselves for the mutual benefit of all.

Revised _____