

**SCHEDULE "A"
TO
BY-LAWS**

BAYVIEW CONDOMINIUMS CLEARWATER ASSOCIATION, INC.

RULES AND REGULATIONS

GENERAL INFORMATION

- G1. Children are their parents responsibility. Please remind them not to ride bikes over planted areas, in between cars, on the sidewalks, or in and around the pool areas, and not to climb trees, or jump the fence. Parents will be held responsible for damages caused by their children (see G3.).
- G2. Maintenance to the inside of the unit is the owner's responsibility. Any hazard within a unit is the owner's responsibility.
- G3. Repairs for damages to the property caused by a resident, resident's guest, or resident pet(s) will be repaired by the Association, the cost of which shall be collected as a special charge against the unit owner.
- G4. Any on-site maintenance personnel are only authorized for common element property work and are not permitted to work inside a unit unless authorized by the Association.
- G5. Any plumbing which serves, and is for the exclusive use of only one unit, is the owner's responsibility to repair. Any plumbing which serves more than one unit is the responsibility of the Association. An owner who makes repairs to any plumbing which serves more than one unit will not be reimbursed.
- G6. In trying to maintain the safety of the property, the full cooperation of all residents (adult and children) is needed to help keep trespassers off the property. Call the Police when you see anyone climbing over the fence that surrounds the condominium. We have "No Trespassing" signs. Unannounced and unapproved visitors are Trespassers and should be reported directly to the Pinellas County Police.
- G7. A late fee of \$25 will be charged for monthly maintenance payments received after the 10th of the month.
- G8. Fines for violations to the BAYVIEW CONDOMINIUMS CLEARWATER ASSOCIATION, INC.'s Rules and Regulations of Bayview Condominiums Clearwater, can be up to the maximum permitted by law, as provided below.
- G9. Repairs or replacements must be done by a certified, licensed, and insured individual or vendor.
- G10. Meeting notices are posted in the community room. Everyone is invited to attend. The Rules and Regulations are also posted in the community room.

G11. Except to the extent permitted by law, no satellite dishes or antennas may be installed on units, limited common elements or common elements, without the prior written approval of the Board.

GUARDS/PARKING

GP1. Maximum speed limit within Bayview Condominiums Clearwater, is 10 miles per hour.

GP2. Vehicles not permitted on the property at any time include:

- Raised vehicles of any type, or vehicles with oversized tires.
- Unusual or mechanically modified vehicles must be approved by the board.
- Commercial vehicles.

GP3. Non-passenger vehicles are defined as: (see individual rules for non-passenger vehicles on the property)

- Vehicles such as, but not limited to, trucks, truck toppers, campers, or panel vans, (and may not be used for commercial purposes).
- Vehicles with visible storage or carrying of equipment, ladders, tools, supplies or other stored items anywhere on, or in, the vehicle.
- Vehicles with commercial lettering

GP4. Any vehicle which cannot operate on its own power is not allowed to enter the property. You cannot have a car towed onto the property.

GP5. All vehicles must have a valid and current registration with a valid and current license plate properly affixed to the vehicle.

GP6. All parking must be head-in. No tail-end to the bumper parking.

GP7. Parking is permitted only in unit owner's assigned parking spaces, or in those areas which serve as parking spaces on a "first come, first served" basis. A vehicle will automatically be towed, without warning to the extent permitted by law, for any of the following parking violations (a fine from the Association will also be incurred):

- Parking in an assigned parking space of another unit owner, unless said unit owner is not in residence and there is no guest of unit owner occupying the unit.
- Parking in front of the trash disposal.
- Parking in any fire lanes.

- Parking in any posted "No Parking" areas.
- Non-Passenger vehicles shall be parked only in those areas designated by the Board for same, if any. Otherwise, Non-Passenger vehicles are prohibited.
- Vehicles without tags or vehicles with expired tags.
- Non-operational vehicles.
- Vehicles being "stored" in a parking space.

GP8. Move-ins and/or deliveries must be completed by 6:00 pm. If not completed by 6:00 pm, the vehicle must be removed from the property, and the move-in/delivery can resume the following day.

To ensure a minimum of noise and interruptions to the community, for interior remodeling, interior repairs, and move-ins, the following schedule must be adhered to:

Monday through Saturday: 8:00 am to 6:00 pm

Sunday and Holidays: 10:00 am to 6:00 pm

There will be no exceptions to the above.

GP9. Access to the parking levels shall be via electric gates. Each Unit Owner shall be issued a remote control for the gate. Guests must enter through the access gate, and must gain access from a resident through the gate access system. Any guest staying for more than ninety (90) days must apply for residency.

ANIMALS – PETS

A1. Maximum of 2 pets per unit. The only animal types permitted on the property are: cats, dogs, birds, tropical fish; provided, however, in no event shall any Rottweiler, Pit Bull or other aggressive species of dog, as determined by the Board, in the Board's sole discretion, be allowed on Condominium Property.

A2. Each pet owner must pick up and properly dispose of all waste matter deposited by their pet. Your pet must be leashed at all times when outside your unit.

A3. Each animal on the property shall be kept under the care, custody, and control of its owner at all times.

A4. Excessive barking or other noises from your pet is a nuisance to your neighbors. No pet may be left unattended on any porch/patio. Each pet owner is responsible for their animal and will be held accountable for damages caused by their pet. (also see G3.)

A5. No pet food, including bird feeders, is to be left outside on the common elements or limited common elements.

A6. Pets or animals are not permitted in the pool area at any time.

A7. Guests are not permitted to bring their pet(s) onto the property. Only residents with an approved pet are allowed on the property.

A8. Stray and/or unleashed cats and dogs will be reported to the Humane Society or Pinellas County Animal Control.

TRASH DISPOSAL

TD1. Trash Containers may not be stored outside your unit. Store all trash containers inside. All trash shall be disposed of in the trash chute provided on each respective floor.

TD2. You must make individual arrangements for items other than bagged trash to be discarded. All disposal items must be kept in your unit until picked up.

COMMON ELEMENTS

CE1. The condominium unit shall be used for and as a single family residence only. No trade, business, profession or other type of commercial activity may be conducted in, or from, any unit.

CE2. No resident or guest may change any furniture or equipment or remove it from the common elements.

CE3. No resident or guest shall play or operate a radio, stereo/CD or similar system, TV, or musical instrument in a manner that will disturb or annoy other residents, either from their unit or in a vehicle. This rule applies 24 hours a day, 7 days a week. Please report violators to the Pinellas County Police, and Property Management.

CE4. Bayview Condominiums Clearwater, is a "No Trespassing" community. Unannounced and non-approved visitors, as well as solicitors, are Trespassers, and will be reported to the Police.

CE5. Under no circumstances are residents permitted to use a window treatment other than draperies, vertical blinds, mini-blinds or shades. The Association's approved window and patio door covering color is solid white or off-white for the side exposed to the exterior.

CE6. Window tinting, glass enclosing the patio, and/or hurricane shutters must be approved by the Board of Directors, prior to installation. A sample must be shown to the Board before approval can be made.

CE7. Except for a United States flag respectfully hung, residents are not permitted to attach, hang, or display anything on the exterior walls, doors, balconies, entryways, windows or roofs.

CE8. No signs, advertisements, notices, or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on, or upon any part of the condominium property or the residents' vehicles. There shall be no visible storage on, or in, vehicles.

CE9. Absolutely no storage on the patios. Only patio furniture and plants are permitted on the patio. Any items found on the common elements will be removed and discarded. The Association shall not be responsible for replacement of same. All personal property must be stored within the unit. Nothing may be kept on walkways, entryways, lawns, or Common Elements. This is a fire safety precaution. Barbeque grills are permitted provided they are permitted by applicable city codes.

CE10. Absolutely no car repairs are permitted on the property. This also means absolutely no oil changes.

CE11. No flammable, combustible or explosive fluid, chemical or substance shall be kept in any unit or limited common element assigned thereto except for normal household use.

CE12. Rollerblades, skateboards, or bikes are not to be used along any walkway, over planted areas, or in between cars.

CE13. Each resident who plans to be absent from their unit during hurricane season must prepare their unit prior to departure. This includes, but is not limited to: removing all items from the balcony; designating a responsible firm or individual to care to the unit should it suffer hurricane damage.

CE14. All residents shall at all times keep their units in a clean and sanitary condition and vermin free.

CE15. Solicitation of business, For Sale signs, etc., are not permitted at any time, either on a vehicle or on the unit (i.e., in the window, doorknob, on the door, etc.)

CE16. The Association is entitled to access into a unit at reasonable times, and in the case of an emergency, to ensure the protection of adjacent units and common elements.

CE17. If the Association is fined due to a unit's violation of a city ordinance, the Association will pass that fine on to the violator, who also may be fined by the Association for the rule violation.

CE18. No one is permitted to interfere with the landscaping anywhere on Bayview Condominiums Clearwater grounds by disturbing, putting in or removing plants, shrubs, or trees or other landscaping materials without the prior written approval of the Board of Directors. This includes any landscaping surrounding or adjoining the patio areas of individual apartments.

CE19. In the event any additional rules and regulations are required due to local laws and ordinances then each Unit Owner shall abide by said laws and ordinances as if they were set forth herein.

CE20. Except for the roof recreation area on the third floor, no Owner shall have access rights to the roof nor shall any Owner have any right to install satellite dishes or other similar reception devices on the roof of any Condominium Property.

Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days; said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.
- (b) Hearing: The non-compliance shall be presented to a committee of other unit owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the owner or occupant by not later than twenty-one (21) days after the meeting.
- (c) Fines: The Board may impose fines against the applicable unit up to the maximum amount permitted by law from time to time.
- (d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each day the violation continues after a notice thereof is given shall be deemed a separate incident.
- (e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- (f) Application of Fines: All monies received from fines shall be allocated as directed by the Board.
- (g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner or occupant.

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the units owned by the Developer, except:

1. Requirements that leases or lessees be approved by the Association (if applicable); and
2. Restrictions on the presence of pets; and
3. Restrictions on occupancy of units based upon age (if any); and
4. Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of units.

All of these rules and regulations shall apply to all other owners and occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one or more unit owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

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