

Bay View Reserve
Condominium Association, Inc.

RESIDENTS' HANDBOOK

BAY VIEW RESERVE
CONDOMINIUM ASSOCIATION, INC.
7550 HINSON STREET
ORLANDO, FL 32819
(407) 351-0440

(Revised March 2024)

EMERGENCY PHONE NUMBERS

Emergency	911
Security	407-351-0440
Property Manager	407-351-0524

TABLE OF CONTENTS

PAGES

1	Moving-in/Moving-out procedures
2	Trash; Visitors
2-3	Swimming Pool Area
4	Tennis Court; A/C Controls; Party Room
5-6	Party Room Reservation Application (Sample Copy)
7	Party Room Waiver of Liability (Sample Copy)
8	Exercise Room; Game Room; Water Damage
9	Pets; Pest Control; Smoking/Alcohol/Storage; Hurricane/Storm Preparation; Grills
10	Balcony/Building Exterior Decor; Vehicles
11-12	Contractor Rules/Contractor Form (Sample Copy)
13-17	Exhibit L – Rules and Regulations; Miscellaneous

When you sign the closing papers for your condo purchase, you agree to abide by the CC&R's—Covenants, Conditions & Restrictions—of Bay View Reserve Condominium Association, Inc. We hope this handbook will answer any questions you may have regarding the rules and regulations here at Bay View Reserve. For any questions you may have that are not covered in this handbook, feel free to contact your property manager for more information.

MOVING PROCEDURES

PROCEDURES FOR MOVING IN OR OUT

- Residents must reserve the elevator in advance of any move to avoid a conflict with others.
- A phone number is required prior to move for contact purposes.
- Twenty-four (24) hours prior notice is required to schedule a move-in date.
- The Association requires a \$500.00 damage deposit be collected from the owner, or tenant, prior to moving in or out. This deposit is to insure the condition of the elevator and that the common areas remain undamaged.
- In the event of damage to the common area, the cost of repair will be deducted from the deposit. However, if the damage exceeds the deposit, the resident will be billed for any additional cost. Damage deposits will be refunded to the resident upon total completion of the move inspection.
- All furniture, supplies and materials must enter through the garage entrance gate. See Security or Management for procedure.
- Moving in or out is only permitted Monday thru Saturday from 8 a.m. to 6 p.m., and only when scheduled. No moving will be allowed on Sundays or Holidays.

DO NOT DISCARD BOXES DOWN TRASH CHUTE

PROCEDURE FOR MOVE IN/MOVE OUT TRASH (other than food):

Put loose items in trash bags. Take down to garage level trash room and place on floor. Boxes are to be broken down and placed on floor in garage level trash room as well. For more instructions on trash procedures, please see “Trash” on Page 2 of the Residents’ Handbook.

DELIVERIES of personal items (TV, stereo, furniture, etc.) are only permitted from 8 a.m. to 6 p.m., Monday through Saturday. Please give 24 hours notice. No deliveries will be allowed on Sundays or Holidays.

TRASH

The trash chute is available for use on all days except Monday and Thursday from 8 a.m. to 10 a.m. for cleaning.

Residents must put only trash, garbage and bottles, securely fastened in heavy duty plastic bags, down the chute. Paper bags and light weight plastic bags are not acceptable. Newspaper should be secured with rubber bands.

Do not send whole boxes down the chute. Boxes are to be broken down and placed on floor in garage level trash room.

If you have large items that you wish to dispose of, you must CALL THE TRASH COMPANY and arrange for them to haul away your item(s). There is a charge for this for which you will be responsible. The company is Waste Services, (407) 261-5000.

For more instructions on trash procedures, please see “Moving Procedures” on Page 1 of the Residents’ Handbook.

VISITORS

Visitors and contractors must call the person they are visiting from the call box at the gate. Residents can press #9 to allow the visitor in the gate. Please call Security at (407) 351-0440 to tell them you are expecting a visitor.

All visitors and contractors must sign the Guest Register when they enter the Main Lobby.

All family members, not living at Bay View Reserve, are visitors or guests.

Owners must notify Security if they have given their key to a contractor or guest to come on the property without the owner present.

ALL visitors must sign the Guest Register at the Security Desk.

SWIMMING POOL AREA

HOURS: Dawn to Dusk — 7 days a week

GUEST AGE REQUIREMENTS:

The swimming pool is for the use of residents and their guests. No resident may have more than four (4) guests without signing a Waiver of Liability and having the written approval of management.

Anyone under the age of 17 (guests AND/OR residents) must be accompanied by an adult resident 21 years or older, who must maintain close visual contact at all times.

It is imperative that all residents and all guests abide by the following:

NO GLASS IS PERMITTED AT POOL;
NO LOUD MUSIC IS PERMITTED AT POOL;
NO PETS ARE PERMITTED AT POOL.

GLASS CONTAINERS ARE NOT PERMITTED IN THE POOL AREA.

POOL RULES PER FLORIDA CODE:

1. There are **NO LIFE GUARDS** on duty and, therefore, anyone swimming in the pool acknowledges that they are swimming at their own risk.
2. Shower before entering pool.
3. No Diving.
4. No Running.
5. No Animals in pool or on pool deck.
6. No Food or Drink in pool or on pool deck.
7. No Bottles or Glass of any kind in or around the pool area.
8. Bathing Load is 33 persons.
9. Pool Hours are from Dawn to Dusk.
10. Emergency – Call 911.

Local and state laws governing swimming pool safety require the safety line across the pool at all times. If you are swimming laps, you may unhook the safety line. **Please re-hook the line when you have finished your laps.**

In addition:

- Food is not permitted within 4 feet of the pool. Please discard any unused food or trash.
- No bottles or glass of any kind is permitted in or around the pool area; PLASTIC is okay.
- No public displays of affection and/or lewd behavior.
- When you leave the pool area, please return all furniture—chairs, tables, etc.—to their original location, and close any table umbrella and/or canopy you have opened.
- Remove ALL trash from the pool area after you have finished for the day.
- LEAVE THE POOL AREA THE WAY YOU FOUND IT. There is no separate clean-up crew for the pool area on the weekends and we appreciate your cooperation.
- Pool Hours are from Dawn to Dusk, 7 days a week. THE POOL CLOSES DURING A RAINSTORM OR THUNDERSTORM.

TENNIS COURT

HOURS: 7 a.m. to 10 p.m. – 7 days a week.

The Tennis Court is for the use of residents and their guests. It will be locked at all times and you must see security to check out the key when you wish to use the courts.

The tennis courts are for playing *tennis, pickleball, and basketball only.*

Residents using the tennis court are responsible for turning off the lights.

AIR CONDITIONING CONTROLS

Air Conditioning Controls in all Elevator Lobbies are set to conserve electricity and to perform efficiently.

It is imperative that residents **DO NOT** reset/change controls at any time.

Please notify Security or the Property Manager if there are any problems.

PARTY ROOM

The following three forms on Pages 5, 6, and 7 specify all the rules and requirements for use of the Party Room. Signed forms are required for use of the Party Room: An application form must be filled out and approved by management; a deposit is required and A Waiver of Liability form must be signed by a Bay View Reserve resident.

Forms may be picked up at the Property Manager's office or at the Security Desk, however, the signed forms, along with the required deposit, must be returned to the Property Manager ONLY.

Bay View Reserve Condominium

Party Room Reservation Application

Maximum Occupancy is 114 people

THE RULES AND POLICIES SET FORTH IN THIS DOCUMENT ARE FOR THE BENEFIT OF ALL RESIDENTS AND THEIR GUESTS. FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS DOCUMENT SHALL BE CONSIDERED A VIOLATION OF THE RULES AND REGULATIONS.

The undersigned Bay View Reserve Owner/Leasee acknowledges that he/she is responsible for the acts of their guests, or other persons drawn to the Party Room (or other common areas) by the activities contemplated, and that all Party Room activities must conform to the following rules and regulations:

1. The individual (owner/leasee) reserving the party room **MUST BE PRESENT AT THE EVENT**. NO EXCEPTIONS.
2. The Party Rooms are not available for any commercial use or any independent organization in which an owner/leasee is not a member. Functions requiring an admission fee or donation are not permitted.
3. Owners/Leasees are responsible for any damage incurred during the use of the Party Room. If damage exceeds the required deposit of **\$1,000.00**, the deposit will not be returned and the resident will be billed for any additional costs involved.
4. Party Room activities, not including clean-up, will not last later than 12 midnight on Friday and Saturday nights, and 11 p.m. Sunday through Thursday, unless prior written approval is obtained by the Board of Directors.
5. A deposit of **\$1,000.00** will be required for each reservation for the use of the Party Room. The deposit must be in the form of a check made payable to the Bay View Reserve Condominium Association. This check will be deposited upon receipt into the Bay View Reserve Account.
6. Reservations for use of the Party Room are made with the Property Manager.
7. No reservation will be honored unless this form is signed and your deposit of **\$1,000.00** is attached to the form **two weeks prior to use**.
8. All reservations are accepted on a first come/first served basis. An additional deposit of \$200.00 must accompany this application for the cost of clean-up.
9. All parties of 25 to 74 guests must have one special hired guard on duty at the owner's/leasee's expense of \$25.00 per hour, beginning one hour before, and for the duration of the event until all vendors are gone. All parties of 75 to 114 guests must have two special hired guards on duty, at \$25.00 per hour for each guard. If the number of guests exceed your anticipated number and require an additional guard(s) as stated above, a security guard(s) will be called in at the owner's/leasee's expense. All guard expenses will be paid to the officer(s) immediately following the event.

10. Party supplies are NOT PROVIDED. Please bring your own supplies, such as paper towels, drinkware, barware, table covers, etc.
11. Cleaning of the Party Room and all common areas used by party guests, including the Kitchen, Dining Room and Bar floors, is the responsibility of the owner/leasee immediately following the use of the room. If owner/leasee fails to do this and a final cleaning is required, a clean up fee of \$25.00 per hour, per cleaning person, will be charged to the owner/leasee. This fee will be taken out of the initial deposit.
NOTE: All tables and chairs must be returned to the original location in which they were found prior to your event. Please take a photo of the room before rearranging these items to help you remember their original location.
12. No adhesives of ANY KIND (permanent OR temporary) are to be placed on dining room glass. This includes suction devices. Any damage to the film on the glass doors/windows will result in a \$1,000 [minimum] fee PER DOOR or WINDOW. That is the cost to have the film replaced.
13. All activities are to be confined to the dining room ONLY. Activities should not spill into other areas of the building or the property.
14. Noise is to be kept at a moderate level.
15. Functions with guests under the age of 21 MUST BE SUPERVISED BY THE ADULT (OWNER/LEASEE) WHO SIGNED THE PARTY ROOM RESERVATION APPLICATION.
16. Party related activities such as catering, decorating, etc., MUST BE DISCUSSED WITH THE PROPERTY MANAGER PRIOR TO THE EVENT.
17. A GUEST LIST for the event is required 1 hour prior to the start of the event.

For Bay View Reserve

Bay View Reserve Owner/Leasee

Date of Event: _____ Time of Event: Start _____ End: _____

Number of guests anticipated: _____

Guest List — Received: yes _____ no _____

Deposit Received: \$200.00 Received by: (initial) _____
 \$1,000.00 Received by: (initial) _____

**RELEASE OF LIABILITY, WAIVER OF LIABILITY AND INDEMNIFICATION
FOR USE OF THE BAY VIEW RESERVE PARTY ROOM
AND/OR ALL COMMON AREAS INCLUDING POOL AND CABANA**

I, _____ (print name), owner at Bay View Reserve, agree that Bay View Reserve Condominium Association, Inc. is not providing any food, beverages and/or alcohol for myself, or for my family, members of my group, guests, invitees and employees. Further, I agree that should any food, beverage, and/or alcohol be prepared, consumed or served by myself, my family, members of my group, guests, invitees, employees, independent caterer or independent contractor, while using the Bay View Reserve Party Room and/or Bay View Reserve Common Areas, I will be responsible for any illness, injury, personal injury, property damage or death caused by, contributed to, and/or suffered as a result of the preparation, service or consumption of such food, beverage and/or alcohol.

I knowingly and voluntarily agree to defend, indemnify, and hold harmless Bay View Reserve Condominium Association, Inc., its employees, officers, directors, agents, members, management and staff from all costs, damages, losses, expenses, charges, debts, judgments, orders, penalties and liabilities whatsoever (including attorney's fees and costs) that arise out of, relate to, or result from the use of the Bay View Reserve Party Room and/or the Bay View Reserve Common Areas by myself, or by my family, members of my group, guests, invitees or employees including, but not limited to, personal injury, illness, death, property damage, unlicensed activity, violation of any statute, law, rule or ordinance, misconduct, negligence and any other tortuous act of omission.

On behalf of myself and my personal representatives, assigns, spouse, family, heirs and next of kin, I hereby release Bay View Reserve Condominium Association, Inc., its owners, employees, officers, directors, members, management and staff from and against all actions, causes of action, suits, claims and demands whatsoever, and from all costs, damages, losses, expenses, charges, debts, judgments, orders, penalties and liabilities whatsoever (including attorney's fees and costs) that arise out of, relate to or result from the use of the Bay View Reserve Party Room and/or the Bay View Reserve Common Areas by myself, or my family, members of my group, guests, invitees or employees, including, but not limited to, personal injury, death, illness, property damage, unlicensed activity, violation of any statute, law or ordinance, misconduct, negligence and any other tortuous act of omission.

I have completely read, understand and voluntarily sign this Release of Liability, Waiver of Liability and Indemnification and further acknowledge that no oral representations or statements apart from this written agreement have been made to or relied on by me. I have the authority on behalf of my family, members of my group, guests, invitees, employees or contractors to sign this Release of Liability, Waiver of Liability and Indemnification.

Dated this _____ day of _____, 20 _____

Signature of Bay View Reserve Owner/Leasee _____

Print Name _____ Unit Number _____

EXERCISE ROOM

The normal hours for use of the Exercise Room are from 6 a.m. to 11 p.m., 7 days a week.

No one under seventeen (17) years of age is allowed access to the Exercise Room without parental supervision.

The equipment in the Exercise Room is to be used properly and with care. The doors should be closed when using audio/visual equipment.

Equipment handles and controls should be wiped down after each use with wipes supplied in room.

Please remember to turn off the lights and reset the thermostat (to 76) when you are finished using the gym.

GAME ROOM

The Game Room hours are from 8 a.m. to 11 p.m., 7 days a week.

The Game Room is for the use of residents and their guests. No one under seventeen (17) years of age is allowed access to the Game Room unless accompanied by an adult twenty-one (21) years of age or older to supervise all activities in the Game Room.

All furniture moved during the use of the Game Room must be returned to its original location.

If you bring food or drink into the game room, **PLEASE BE SURE TO CLEAN UP AFTERWARDS.** After use, please have the room checked by Security.

WATER DAMAGE

Residents must report any leaks or water damage immediately to management so the common areas can be protected.

When leaving your unit for an extended period of time, turn off your water at the main valve, **AND ALSO** turn off the breaker for the water heater to avoid damage to the water heating unit. In addition, notify management of how long you will be away. Management will then periodically inspect your unit during your absence for any water leaks or rain damage after a severe storm.

We recommend residents set their thermostat at 78 degrees when they are away for an extended period of time during the hot and humid Florida summers.

PETS

NO PETS OVER 21 POUNDS WILL BE PERMITTED.

All pets must be kept within the living unit of the owner/tenant, or under control when outside the unit (on a leash or carried).

All pets must be carried when on the elevator or in the lobby.

All pets must be walked in the designated “Pet Walk” areas on the north side of the building or on the grass area by the Tennis Courts. No other common areas should be used. Access to the “Pet Walk” areas is through the garage lobby hallway.

PEST CONTROL

The exterminator will be on the property once a month to treat the outside area. If you have a problem, call the Property Manager and he will notify the exterminator. During certain times of the year, some outside pests (e.g. blind mosquitoes) are prevalent and cannot be eliminated by the exterminator.

SMOKING, ALCOHOL, STORAGE

- Smoking is not permitted in any of the common areas. **THIS INCLUDES E-CIGARETTES, ETC.**
- No one under the age of 21 is permitted to drink alcoholic beverages in any common area of Bay View Reserve property.
- It is prohibited to store any items outside the assigned storage area. Items found outside the storage area will be disposed of.

HURRICANE / STORM PREPARATION

All furniture should be removed from balconies during hurricanes. High force winds from severe storms have lifted heavy furniture off balconies and thrown them onto other balconies and into the pool area. Please keep your furniture, ***especially glass top tables***, secured to your balcony at all times in preparation of the typical Florida storms.

GRILLS

The Florida Fire Prevention Code prohibits any cooking on a balcony of an apartment or condominium. The only exception is for electrical cooking appliances such as electric ranges or electric grills. Hibachi, gas-fired grills, charcoal grills, or other similar devices used for cooking are **STRICTLY PROHIBITED** from being used on your balcony or inside your unit.

BALCONY/BUILDING EXTERIOR DECOR

No fixtures or decor of any kind are to be placed on the building exterior. This includes nails and screws, hooks, etc. The owner will be financially responsible and liable for any repair and/or replacement of damaged exterior surfaces.

Holiday lighting and decor should be removed from balconies/doors/windows within the first 2 weeks of January.

VEHICLES

The Car Wash area is located on the east side of the building. This area is for the use of residents and guests only. Residents must supply their own hose nozzle. Please turn off the water after you have finished. Place all trash in the dumpster. The washing of Commercial Vehicles is Not Permitted.

LOADING ZONE

The loading zone is located in the middle of the garage for the use of all residents. It is also used by maintenance when accessing the trash room to remove and replace the trash tanks, (towed in and out by the golf cart). Please limit your parking in this area to no more than 15 minutes. THIS IS NOT A PARKING SPACE and should not be used as such by any resident or guest.

Commercial Vehicles are not permitted in the garage.

Parking on the Upper Deck is for Emergency Vehicles only. Brief parking for the pick-up or delivery of passengers is permitted. THE TWO PARKING SPACES ON THE UPPER DECK ARE LIMITED TO NO MORE THAN 30 MINUTES.

The following vehicles are never allowed to park at Bay View Reserve overnight:

- | | |
|---|-----------------|
| 1. Commercial Vehicles | 4. Motorcycles |
| 2. Vehicles with Commercial Advertising | 5. Boats |
| 3. Trailers | 6. Mobile Homes |

The use of magnetic covering to block out commercial logo advertising is acceptable.

Handicap Parking and an adjoining ramp is located at the front of the building and is designated by a blue wheelchair and blue parking lines. There are two additional handicap parking spaces in the garage. NO PARKING IS PERMITTED IN THESE AREAS WITHOUT A 'HANDICAP LICENSE PLATE' OR 'HANDICAP TAG' DISPLAYED IN THE FRONT WINDOW OF THE VEHICLE.

Parking is not permitted in the Fire Zone or on the grass.

Residents planning to be away for any extended period of time, while leaving their vehicle in the garage, MUST leave their car keys with Security and/or the Property Manager.

CONTRACTOR GUIDELINES, RULES, POLICIES AND PROCEDURES

TO: OWNERS AND THEIR CONTRACTORS WORKING AT BAY VIEW RESERVE

HOURS: Monday thru Friday, 8 a.m. to 5 p.m.
Saturday, 8 a.m. to 5 p.m. **with "No Noise" requirement. . . quiet work only.**
Sunday: No work is permitted on Sundays and Holidays.
All workers must be out by 6 p.m.

RULES:

1. Insurance, Permits, Licenses

- a. All contractors must meet with the Property Manager before any new work begins, with the following paper work: a) Certificate of Insurance; b) Workers Compensation or Exempt Form; c) Occupational License; d) Copy of Permit(s). **PERMITS ARE REQUIRED FOR ALL MAJOR WORK PRIOR TO STARTING, INCLUDING AIR CONDITIONING, ELECTRICAL, PLUMBING, ETC. — NO EXCEPTIONS.**

2. Check-In, Entry, Elevator

- a. All personnel are to be signed in at the start of each working day.
- b. Security must be informed before using the elevator and when finished. Only the designated elevator is to be used, and must be returned to the Lobby when finished.

3. Item Transport

- a. All furniture, supplies and materials must enter through the garage entrance gate. See Security or Management for procedure.
- b. No tools will be allowed in the Main Lobby.

4. Common Area Protection

- a. Lobby floor carpeting is to be covered with rugs or Masonite up to the elevator, and is to be removed at night before leaving.
- b. Contractors should use shoe covers when leaving the unit.

5. Debris

- a. Contractors will not dump any debris into the condominium dumpster.

6. Clean Up

- a. Contractors must clean up all areas used at the end of each day.
 - Elevator
 - Garage Lobby
 - Unit Floor Lobby

BRING YOUR OWN CLEANING SUPPLIES

- b. Contractors must vacuum floors at the end of each day.

7. Restrictions

- a. No cutting, or work of any kind, is to be done on balconies, unless approved by the Association in advance.
- b. **ABSOLUTELY NO Gasoline or Propane equipment permitted on property.**

HOMEOWNERS:

- RESERVE ELEVATOR 48 hours in advance so there is no conflict with others.
- A \$1,000.00 Damage Deposit Check must be submitted by homeowner or contractor, prior to starting work.
- In addition, YOU MUST HAVE THE CARPET ON YOUR FLOOR PROFESSIONALLY CLEANED AFTER YOUR RENOVATION WORK IS COMPLETE.
- A \$50.00 fee will be deducted from your Damage Deposit Check any time a Bay View Reserve staff member has to clean up dirt, etc., left in the building or around the property by your work staff. There will be a charge for EACH OCCURRENCE.

ALL THESE RULES MUST BE ADHERED TO EVERY DAY AND WILL BE STRICTLY ENFORCED.

If contractors do not comply with rules, they will not be allowed back into the building.

If contractors cannot comply with these rules, see Property Manager IMMEDIATELY.

THERE WILL BE ABSOLUTELY NO EXCEPTIONS.

Thank you for your cooperation,
Bay View Reserve Condominium Association Management

Contractor's Signature _____ Date _____

Homeowner Signature _____ Date _____

Contractor/Company Name (Print) _____

Homeowner Name (Print) _____ Unit # _____

Manager Approval _____

Manager Disapproval _____

Reason(s) For Disapproval: _____

EXHIBIT L

RULES AND REGULATIONS FOR BAY VIEW RESERVE 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 condominium parcel owners. The condominium parcel owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Condominium Association and other condominium parcel 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 the Florida Law. Violations may be remedied by the Condominium Association by injunction or other legal means and the Association shall be entitled to recover in said actions any and all court fees and costs incurred by it, together with reasonable Attorneys fees, against any person violating the Rules and Regulations or the Declaration of Condominium and any of the Exhibits attached thereto. 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 condominium parcel 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 ARE AS FOLLOWS:

1. VIOLATIONS OF RULES AND REGULATIONS

- 1.1 Violations should be reported to the President of the Association in writing, not to the Board of Directors or to the Officers of the Association.
- 1.2 Violations will be called to the attention of the violating owner by the President of the Association and he will also notify the appropriate committee of the Board of Directors.
- 1.3 Disagreements concerning violations will be presented to and judged by the Board of Directors who will take appropriate action.

2. DECORATING

The portion of draperies or blinds which may be seen from outside the building shall be white or lined with white so as to make a uniform and pleasing appearance on all sides of the Condominium Building. All decorating plans involving substantial physical alterations or additions to the structure of an owner's Unit, to be performed by the owner or his agent, must be submitted to the Association or its representative for approval prior to the commencement of any work.

3. GUESTS

Any unit Owner may have relatives as he wishes while he is in residence. The owner is responsible for his guests' behavior during their stay. Owners must obtain prior written permission of the Association if they wish to allow relatives to occupy the Unit in their absence. If said permission has been obtained, Owners must have approved relatives check in with Security upon arrival. Relatives will be given copies of the Rules and Regulations and the Owners will be responsible for their compliance with such rules and regulations. Any visiting guests are not allowed to bring pets into the building.

4. PARTIES / GATHERINGS

Security is to be notified in advance of parties or gatherings. Common Areas will be inspected prior to event and after for any resulting damage. Also refer to "Party Room" on Pages 4–7 of the Residents' Handbook for further instructions and rules regarding parties.

5. PETS

- 5.1 A pet is defined as a small dog, less than 21 pounds, a domestic cat or a small bird. No more than two small pets may be kept by a unit owner or his lessee. All dogs and cats must be walked on a leash. All dogs and cats must be carried when in Elevators or the Main Lobby. No pets weighing over 21 pounds are permitted.
- 5.2 Strict control will be exercised by the Association over the conduct of their pets. Owners are responsible to insure that their pets do not create nuisances and do not infringe upon the rights of other owners. No more than two pets may be kept by a unit owner or lessee.
- 5.3 All dogs and cats must be carried when on the elevator or in the Main Lobby. When in common areas of the building (i.e. hallways, garage), all pets must be leashed or carried. All dogs and cats must be walked on a leash and must be taken to the designated areas for walking (Pet Walk area on north side of building or grass by Tennis Courts). Dogs must not be left on the balconies where they may bark or make noises that disturb other Owners.

6. LAUNDRY

The drying or airing of any type of clothing, swimsuits, towels, rugs, blankets, etc., must be done inside the Owner's Unit. No items of these types may be hung over any of the balconies or on drying racks or lines placed anywhere outside the owner's unit.

7. LOCKS

Changes in the lock system may not be made without notifying the Association. State law requires that the manager or other responsible person have access by duplicate key to each Unit in case of any emergency. These keys would include balcony door and unit windows.

8. VEHICLES / PARKING

- 8.1 No commercial vehicles, trailers, boats, mobile homes or motorcycles may be parked or stored anywhere on the property without the consent of the Board of Directors.
- 8.2 Parking is positively prohibited along any curbs that are painted yellow. Such parking is a violation of the Fire Department Regulations.
- 8.3 No owner may park or store any inoperable, wrecked or otherwise unsightly vehicle anywhere on the property without written consent of the Association. If such a vehicle is parked on the property without consent of the Association, the Owner will be issued a notice to remove the vehicle from the property within three days. If the vehicle has not been removed after this time has passed, the Association may have it removed and charge the owner for the full costs of towing and storage.
- 8.4 No major car repairing shall be done anywhere on the property.
- 8.5 No one shall drive their car faster than 15 MPH within the boundaries of the complex. The speed limit in the garage is 5 mph for the safety of our residents.

9. ANTENNAS

No radio or television antennas or wires shall be erected in or about any part of the exterior premises without the written permission of the Association.

10. FLAMMABLES

The storage of kerosene, gasoline, turpentine or other flammables is prohibited anywhere in the building.

11. PLUMBING

Positively no grease, oils or fats shall be poured into sinks or toilets. Toilets and the related sewage system are designed for the disposal of normal waste materials and toilet tissues only. If toilets become plugged and overflow due to water faucets being left on, the flushing of paper towels, Kleenex, sanitary napkins, tampons, diapers or other such materials, the owners will be charged for the repairs and the cost of any damages that may have resulted from this condition.

12. TREES, LAWNS AND SHRUBBERY

The trees, shrubs, flowers and lawns are a vital and valuable part of the premises and owners shall be liable to damages for any mutilation or defacing thereof for which they may be responsible. The planting, pruning, trimming or removal of any shrubs, trees or flowers is not permitted without obtaining prior consent from the Association. No lawn chairs, barbecues or personal property of any kind may be kept on the common areas, nor shall such areas be used for lounging, etc., except as designated by the Board of Directors.

13. NOISES AND DISTURBANCES

County Code requires that nothing be done in or about the building or property that will distress or interfere with the peace, rights, comforts or conveniences of other owners. This code is enforced after 11 pm, Sunday through Thursday, and after 12 midnight Fridays and Saturdays. This is also enforced by the Rules and Regulations of Bay View Reserve.

14. WALKS AND PASSAGEWAYS

The sidewalks, entrances, passageways, courts, stairways, corridors and halls must not be obstructed or encumbered or used for any other purpose other than ingress and egress to and from the buildings.

15. SOLICITATIONS

Door to door solicitation is not permitted anywhere in the building for any purpose, cause or charity. Any other form of solicitation must be authorized by the Association.

16. UNITS, RESIDENTIAL OCCUPANCY

Units shall be used for residential purposes only and no business or commercial activity shall be maintained in any of said Units, except as may otherwise be provided herein. No Unit shall be permanently occupied by more than six (6) persons.

17. SALE OR LEASE OF UNITS

Sale or Lease of all units must be coordinated with the Property Manager. No signs advertising the sale or lease of a Unit may be maintained, nor may any other form of advertisement be placed within the Unit except as specifically authorized by the Board of Directors or the Declaration.

18. DISPOSING OF RUBBISH

All owners must dispose of their rubbish, newspapers, garbage, etc., by using the trash chutes located on each floor. No materials which are too bulky, heavy, flammable, or which may cause damage to the trash chute may be placed therein.

Also refer to "Trash" on Page 2 of the Residents' Handbook for extended instructions on how to dispose of trash.

19. CHILDREN

Children are not to play in public halls or stairways. Reasonable supervision must be exercised when children are playing on the grounds.

20. EXTENDED ABSENCES

Residents who plan to be absent from their condominium parcel for any extended consecutive period of time must prepare their condominium parcel prior to departure by designating a responsible firm or individual to care for the condominium parcel during their absence. Please inform the Property Manager of your absence so that your unit may be inspected periodically for any water leaks or rain damage after severe storms. If a vehicle is left in the garage during absence, a key must be left with Security and/or the Property Manager.

21. TENANT COMPLIANCE WITH DECLARATION

All leases of a Unit shall be in writing and consistent with the terms of the Declaration and By-Laws and shall specifically provide that:

- 21.1 The lessee is bound by the provisions of this Declaration, the By-Laws and the Rules and Regulations which may from time to time be adopted by the Association.
- 21.2 Failure to abide by the aforementioned provisions shall be a default under the terms of the lease.
- 21.3 The Association shall have the power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord in the event the tenant is in default due to its failure to abide by the aforementioned Declaration, By-Laws, Rules and Regulations.

MISCELLANEOUS

SHOPPING CART PROCEDURES

The shopping carts are available for residents convenience. Return all shopping carts to the garage. Do not leave them on the elevator.

PLUMBING

Because we are in a high rise building it is necessary to use “low suds detergents” in washing machines and dishwashers to avoid back-up.