

Bay Breeze Estates Phase II Homeowners Association, Inc.

Rules & Regulations

*A variance request form must be submitted for any item that states Board approval is required. A variance request form can be obtained by contacting Realty Performance Group at 225-7440 or online at www.realtyperformancegroup.com.

1. Checks for assessment fees should be made payable to Bay Breeze Estates Phase II HOA and mailed to the management company. Monthly payment is due by the 1st of the month with a grace period of 10 days before a \$25 late charge will be assessed.
2. Placing or displaying for public view any advertisement or sign requires approval by the Board of Directors.
3. Except for one (1) dog and one (1) cat belonging to an owner or tenant of a lot, fish, or birds kept in a cage, no animals, birds or insects shall be kept or maintained on any lot or other portion of the property except with the consent of the Board of Directors. Pets may not be allowed outdoors unless accompanied by a responsible person and leashed. A kennel or outdoor enclosure for retaining a pet out of doors may not be constructed without the consent of the Board of Directors. At all times, the owner must clean up after a pet immediately.
4. Construction of walls, protective screening, or private fencing must first be approved by the Board of Directors.
5. Use of a temporary building, trailer, basement, tent, shed or garage as a dwelling requires approval by the Board of Directors.
6. Installation of outside television satellite antennas requires approval by the Board of Directors.
7. Removal or installation of any tree, shrub or any plantings on common area, on lots and in the patio area requires approval by the Board of Directors.

8. Operation of a snowmobile, all-terrain vehicle or other motorized recreational vehicle requires approval by the Board of Directors. The Board of Directors shall not consent to such operation on the steep slopes.
9. Use of the property for wholesale or retail business or service occupations in conflict with applicable municipal laws and ordinances is not allowed.
10. Outside storage for more than one 72 consecutive hour period per month of a recreational vehicle, camper, boat, truck, trailer, or any other vehicle anywhere within the development is not permitted without prior approval of the Board of Directors.
11. Outdoor performances of repair work (other than minor servicing) on any motor vehicle, boat or machine are not allowed.
12. Outdoor drying or airing of any clothing or bedding is not allowed.
13. Oil and mining operations are not allowed.
14. Noxious or offensive activities are strictly prohibited.
15. Keeping out of doors overnight any commercial vehicle weighing two (2) or more tons or any unlicensed vehicle is Strictly prohibited.
16. Construction of a chain link fence is strictly prohibited.
17. Owners may lease their units, with prior approval of the Board of Directors, under the following conditions:
 - a. The member(s) seeking to lease, a unit has/have occupied that unit as his/her/their residence for a minimum of 36 consecutive months.
 - b. The proposed lease runs for at least twelve consecutive months.
 - c. The unit will not be sublet by or to any party. (subletting is strictly prohibited.)
 - d. The Lessor is required to provide the Board with a copy of the lease which includes:
 - i. Assurance that no more than two unrelated adults or not more than four related adults will occupy the unit.
 - ii. Proof of insurance for the Lessor's property.
 - iii. The rental addendum form is signed off by both the lessor and lessee (form can be obtained through the management company).

- iv. It is highly recommended a current credit check is completed for the Lessee and other adult occupants.
- v. It is highly recommended a criminal background check is completed for the Lessee and all other occupants.
- e. The Lessor acknowledges full liability for the Lessee's actions on and with any and all property belonging to the Association. This liability supersedes the Association's responsibility for maintaining any property the Lessee may deface, damage, or destroy. Costs of any and all repair(s), replacement(s), and legal action(s) borne by the Association to return such property to its prior condition will be billed directly to the Lessor. Failure to completely pay such amounts within 60 days of billing may result, at the Board's discretion, in additional actions including, but not limited to, immediately placing a lien on the leased unit.
- f. Rentals that occur without Board approval will result in a \$150/month fine until all criteria of this Rule have been met.

18. Parking of vehicles is limited to the garage or driveway at each unit. Guest parking is available opposite units 1-3. Parking on Bay Park is prohibited except for temporary occurrences such as emergency response vehicles, moving vans, deliveries and contractor vehicles if hired by the Association. Any contractors doing work at individual units need to park in driveways, in guest parking or on Smith Road. Homeowners are responsible to inform their guests and contractors of the parking rules.

19. Keeping harmony with the exterior appearance of the community is extremely important. All exterior lights are to be white in color — please use warm bulbs when replacing lighting.

***Failure to abide by these Rules & Regulations could result in the following:**

First Warning — Written letter from Management Company with 30 days to comply.

Second Warning — Final Warning letter from Management Company with 15 days to comply.

Third Warning — \$100 Fine to be charged monthly until in compliance.