

PRESERVE AT BAY HILL ESTATES HOA

RULES & REGULATIONS

(Updated 9-2017)

The Association shall have the right to adopt Rules and Regulations governing the use of the Common Areas and The Preserve at Bay Hill Estates.

Common Areas:

Golf & Sports Property: The Golf and Sports Properties adjacent to the Preserve are owned by WFGRE Estates. The use of these facilities shall require a separate membership; such membership is unrelated to membership in the Association. Membership in the Association does not give any vested right or easement to use the Golf & Sports properties.

Lake Areas: No fishing will be allowed in the lakes. The Association must provide for and perpetually maintain the planted littoral shelves within The Preserve at Bay Hill Estates, and shall not alter the approved slopes, contours or cross sections or chemically, mechanically or manually remove, damage or destroy any plants in any reclaimed areas and planted littoral zone. The portion of the zone not submerged, the zone's relative moisture or dryness and/or the vegetation coverage may vary at any given time.

Swimming is prohibited within any of the lakes. Boating and personal watercraft are prohibited. No private docks may be erected within any waterbody.

Easements: Owners may not install any landscaping (other than sod) within any Lake Maintenance Easement adjacent to the rear lot line of such Owner's Yard. Owner shall be responsible to remove any landscaping, such as trees, bushes, flowers and plants, which encroach upon any Easement Area upon 10 days' notice by the Association.

Owner Maintenance:

Lawn Maintenance: The Owner of each Home shall be responsible for all aspects of lawn and landscape maintenance within (a) such owner's Yard and (b) such portion of any Lake Maintenance Easement adjacent to the rear lot line. This shall include cutting, edging and fertilizing grass; weeding, mulching and fertilizing plants; hedge trimming; irrigation and maintenance of the irrigation and sprinkler system.

The following maintenance standards apply to landscaping maintained by Owners:

- **Trees:** Trees are to be pruned as needed
- **Shrubs:** All shrubs are to be trimmed as needed
- **Grass:** In no event shall an Owner's lawn get in excess of 5" in height.
- **Edging:** Edging of all streets, curbs, beds and borders shall be performed as needed.
- **Dead Grass:** Each Owner shall be responsible to replace dead grass.
- **Mulch:** Mulch is to be turned (2) times per year and shall be replenished as needed yearly.
- **Fertilization:** Fertilization of all lawn, trees, shrubs and palms shall be performed at a minimum of (3) times per year.
- **Irrigation:** Sprinkler heads shall be maintained on a quarterly basis.

- **Weeding:** All beds are to be weeded monthly. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemicals are permitted.
- **Debris Removal:** Dirt, plant and tree cuttings and debris from all operations shall be removed and all areas left in clean condition before the end of the day.

Right of Association to Enforce: Each Owner grants the Association an easement over his or her Home for the purpose of ensuring compliance with the requirements of this provision. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action.

Fencing: The Association shall be responsible for maintaining any perimeter fencing or walls. Notwithstanding, each Owner shall be responsible for maintaining any fencing within his or her Lot. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home or Lot that is fenced.

No walls or fences shall be erected without prior written consent of the ACC. Fences shall be 5' bronze aluminum rail. No chain link fencing shall be allowed unless initially installed by the developer.

All screening and screened enclosures shall be constructed using bronze aluminum and shall have prior written approval of the ACC. Screening shall be charcoal in color.

Refuse & Trash: No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home. Trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties. Garbage cans shall not be placed outside the home for pick-up earlier than 6 PM the day preceding the pick-up and must be returned to the Home so they are not visible on the day of the pickup.

Lighting: No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

Driveways & Sidewalks: Each Owner shall be responsible to timely repair, clean, maintain and/or replace the driveway which comprises part of a Home, and the sidewalk abutting the front or side of the Home. Periodic cleaning and maintenance shall include stain removal as needed. Roofs, walks and drives shall be pressure cleaned within (30) days' notice. No oil stains or weeds shall be permitted to remain on driveways or Lots.

Satellite Dishes: No exterior visible antennas, radio masts, towers, poles, satellite dishes or other equipment shall be installed without prior written ACC approval. Satellite dishes must be on the fascia board when possible.

Paint: The exterior of any Home shall be uniformly maintained, including but not limited to, painting and pressure cleaning, as required by the ACC. Each Owner is responsible for repainting in a color approved by the ACC. All Homes shall be repainted within (30) days of notice by the ACC.

Sports Equipment: No recreational, sport or playground equipment shall be installed without prior written consent of the ACC. Approved equipment shall be placed at the rear of the home.

Signs & Flags: Signs visible from the outside shall have written approval from the ACC. "For Sale" and "For Rent" signs shall be no larger than 12 x 12. No sign may be placed in the window of a home. Flags

signifying the USA, State of FL, and Armed Forces in size 4.5 x 6 are allowed. Flag poles no more than (20) feet high may be installed.

Alterations: No material alteration, addition or modification to a Parcel, Lot or Home, or other improvement or structure, or material change in the appearance thereof, shall be made without the prior written approval from the ACC as required by the Declaration.

Window Treatments: Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful covering. No security bars shall be placed on windows without prior ACC approval. No awnings, canopies or shutters without ACC approval. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

Animals & Pets:

Animals: Only common domesticated household pets may be kept on any Lot, but in no event for the purpose of breeding or for commercial purposes. This shall include dogs, cats, caged domesticated birds, hamsters, gerbils, guinea pigs, aquarium fish, small snapping turtles, domesticated rabbits and pets maintained in a terrarium.

Unusual pets shall not be kept or maintained on any portion of the community, including poultry, livestock, horses, large reptiles, arthropods, non-domesticated felines, canines, rodents and other creatures.

Pets: Pet owners are responsible for any property damage, personal injury or disturbance which their pet may cause or inflict. Pets shall not be left unattached outside the Home. No pet shall be kept tied up outside of a Home unless someone is present in the Home. All dogs and cats shall be walked on a leash and in full control by their Owners at all times.

Any solid animal waste shall be immediately picked up and removed and shall not be deposited on or within the Common areas or another Owner's property. Dog waste stations are provided at the main park. All owners must have and display evidence of all required registrations and inoculations. All pets must display the name and address of its Owner. No dog runs or enclosures shall be permitted on any Lot.

Pets may be kept or harbored only so long as such pets are not classified a Dangerous Dog or a "Nuisance." An Owner may keep up to (4) domestic dogs in a Home. A (5th) dog will be allowed, provided that it is a Service Dog.

Breed Restrictions: No Pit Bulls are allowed within the community at any time. A Pit Bull is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of these physical characteristics.

A Dangerous Dog or Animal is defined as a dog or other animal which (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human, (b) has severely injured or killed a domestic animal at any time, or (c) has, when unprovoked, chased or approached any person upon the streets, drives, roads, avenues, roadways, sidewalks, Common Areas or private property in a menacing fashion.

A Nuisance Animal is defined as any dog or animal that (a) has been declared as Dangerous, (b) that continuously destroys the property of an Owner or the Association, (c) that routinely trespasses on another Owner's property, or (d) which continually barks, howls and creates an audible disturbance.

Any owner charged with having a dangerous or nuisance animal shall be required to appear before the Board to address the accusation. The owner will have the opportunity to present their case or refute charges. A determination by the Board shall be conclusive and binding on all parties. Any Owner deemed to have a Dangerous Dog or Animal shall have (48) hours to have the pet removed. Any owner whose pet is deemed a Nuisance shall be given a written reprimand, and if the behavior does not change and the pet is deemed a Nuisance for a second time, the Board shall have the right to require that the animal be removed within (14) days.

Vehicles: No commercial vehicle, limousine, boat, trailer, including but not limited to, boat trailers, house trailers, and trailers of every other type, or camper, may be kept within the Preserve except in the garage of a Home. A boat or trailer may be kept within a fenced yard of a Home as long as it is fully screened from view.

No vehicles with expired registration or license plates or flat tires may be kept within public view anywhere. Any vehicle parked in violation of these or other restrictions contained in the Declaration or Rules may be towed by the Association at the sole expense of the owner if such vehicle remains in violation for a period of 24 hours from the time a notice is placed on the vehicle.

Decorations: No decorative objects including birdbaths, figurines, wind chimes, light fixtures, sculptures, fountains, statues, weather vanes or flagpoles shall be installed without the prior written approval of the ACC. Holiday decorations and lighting shall be permitted commencing on Thanksgiving and shall be removed not later than January 15.

Hurricane Rules:

Generators: In times of disaster, Owners may desire to use generators as back-up electrical. Such generators must have sound attenuation buffers. They may only be tested Mon-Fri 9-5 PM or after a hurricane watch has been issued. No permanent generator may be installed without ACC approval.

Shutters: Any hurricane shutters visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style shutters may not be left closed during hurricane season or at any other time. They may be closed up to (48) hours prior to the expected arrival of a hurricane and must be removed or opened within (72) hours after the end of a hurricane. Shutters may only be closed during a storm event.

Sales & Leases:

Leases: All leases, licenses and occupancy agreements require prior written approval of the Association. No Home may be subject to more than (2) leases or occupancy agreements in any (12) month period, regardless of the lease agreement terms. No lease shall be less than (6) months. The Association has the authority to conduct criminal background searches on prospective tenants.

The Association may charge a reasonable fee of no more than \$125 plus the cost of the background check(s) on a proposed tenant or occupant to offset the administrative costs of processing leases and updating Association records.

Nuisances:

No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of The Preserve is permitted. Nuisances shall include the playing of loud music or gathering in front of homes or Common Areas. No firearms shall be discharged within The Preserve, and no fireworks are permitted. Nothing shall be done or kept within The Preserve which will increase the rate of insurance to be paid by the Association.