

Gulf Breeze Management Services; Inc.
8910 Terrene Court, Suite 200
Bonita Springs, FL 34135
Phone: 239-498-3311
Fax: 239-498-4974
www.gulfbreezemanagement.com

**THE ENCLOSED INFORMATION IS BEING SENT
TO YOU AT YOUR REQUEST**

THE ENCLOSED INFORMATIONAL PACKAGE IS SUMMARY IN NATURE AND SUBJECT TO CHANGE. A PROSPECTIVE BUYER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE ASSOCIATION DOCUMENTS FOR COMPLETE INFORMATION.

ANY FINANCIAL DISCLOSURES CONTAINED HEREIN INCLUDING, BUT NOT LIMITED TO, ASSESSMENTS, SPECIAL ASSESSMENTS, CAPITAL CONTRIBUTIONS, TRANSFER FEES, PAST DUE ASSESSMENTS, LATE FEES, FINES, AND ESTOPPEL FEES ARE INCLUDED AS A REFERENCE AND ARE SUBJECT TO CHANGE. ACCURATE FINANCIAL OBLIGATIONS WILL BE PROVIDED IN AN ESTOPPEL LETTER WHICH IS REQUIRED FOR CLOSING.

**APPLICATION FOR LEASE/PURCHASE AT BAYCREST AT PELICAN LANDING,
HOMEOWNERS ASSOCIATION, INC.**

To: The Board of Directors at Baycrest at Pelican Landing Homeowners' Association, Inc.

I hereby apply for approval to lease/purchase Unit # _____ for the period beginning _____, and ending _____. If this is a lease a complete copy of the signed lease is attached.

In order to facilitate consideration of this application, I represent that the following information is factual and correct and agree that any falsification or misrepresentation in this application will justify its disapproval. I consent to the further inquiry of the Board of Directors of Baycrest at Pelican Landing Homeowners' Association, Inc. and/or its agent.

PLEASE TYPE OR PRINT LEGIBLY THE FOLLOWING INFORMATION

Current Owner Name(s): _____

Applicant Name(s): _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Cell:** _____ **Work:** _____

Email address: _____

Current Occupation(s): _____

The Documents of Baycrest of Pelican Landing Homeowners Association, Inc. provide an obligation of unit owners that all units are to be used as single-family residences only. Please state the name and relationship of all other persons who will be occupying the unit regular basis.

Name	Relationship
_____	_____
_____	_____
_____	_____

If this is a lease, please provide name of current or most recent landlord: _____

Address: _____ **State:** _____ **Zip:** _____

Telephone: _____ **Cell:** _____ **Work:** _____

Person to be notified in case of emergency: _____

Address: _____ **City State:** _____ **Zip:** _____

Telephone: _____ **Cell:** _____ **Work:** _____

Please provide the following information on any vehicles that will be parked at the site:

Make: _____ **Year:** _____ **License:** _____ **State:** _____

Make: _____ **Year:** _____ **License:** _____ **State:** _____

BAYCREST AT PELICAN LANDING HOMEOWNERS ASSOCIATION, INC.

I am aware of and agree to abide by the Declaration of Covenants of Baycrest at Pelican Landing, the Articles of Incorporation and By Laws of the association, and any and all property promulgated rules and regulations. I acknowledge receipt of a copy of the Association rules.

I understand and agree that the Association, if it approves a lease, is authorized to act as the owner's agent, with full power and authority to take whatever action may be required, including eviction, to prevent violations by lessees and their guests, of provisions of the Declaration of Covenants for Baycrest at Pelican Landing, the Articles of Incorporation and Bylaws, and the rules and regulation of the Association.

The prospective lessee/buyer will be advised by the Association office within a 20-day period from date of receipt of application and all information and appearances requested, of whether this application has been approved. This application must be signed by the applicant and by the realtor, or other person who acted as leasing or purchase agent for the unit owner.

Please make sure to include the following information with your application.

PERSONAL REFERENCES: If this is a lease, attach two (2) written personal references from persons not related to the Applicant(s) that can attest to the Applicant(s) character as a member of a condominium association, neighbor, or potential neighbor.

APPLICATION FEE: \$100.00 fee payable to Baycrest at Pelican Landing

IF THIS IS A LEASE, DEPOSIT REQUIRED: \$500.00 payable to Baycrest at Pelican Landing

LEASE/PURCHASE AGREEMENT: Attach a legible copy of your executed lease/sales contract (must be signed by both owner and lessee/purchaser). Remit to the following address:

CAPITAL CONTRIBUTION: A capital contribution equal to the quarterly assessment is due from each buyer at closing and is payable to the association.

Baycrest at Pelican Landing
Gulf Breeze Management Services, Inc.
8910 Terrene Court, Suite 200
Bonita Springs, FL 34135

JUST A REMINDER THAT PETS ARE NOT ALLOWED AT ANY TIME BY LEESEE

Applicant's Signature

Date

Applicant's Signature

Date

Application Approved _____ Application Disapproved _____

Date: _____

By: _____
Name

Title

BAYCREST POOL & SPA RULES

PLEASE NOTE THE HEALTH DEPARTMENT RULES POSTED SEPARATELY FOR THE POOL AND SPA. PLEASE NOTE THESE ADDITIONAL BAYCREST RULES.

1. NO THROWING OF ANY OBJECT; NO RUNNING; NO ROWDY BEHAVIOR
2. NO DIAPERS IN POOL WITHOUT WATERPROOF COVERING
3. DO NOT USE POOL IF YOU ARE ILL WITH DIARRHEA
4. NO SKATES, SKATEBOARDS, BICYCLES, SCOOTERS OR ANY SUCH ITEMS IN POOL AREA
5. STRAIGHTEN CHAIRS & LOUNGES AND CLOSE UMBRELLAS WHEN LEAVING POOL AREA
6. REMOVE ALL ITEMS FROM POOL AND POOL AREA WHEN NOT IN USE
7. POOL WATER HEATED TO 83°; SPA HEATED TO 100° - 104°

ADDITIONAL SPA RULES

PREGNANT WOMEN, SMALL CHILDREN, PEOPLE WITH HEALTH PROBLEMS AND PEOPLE USING ALCOHOL, NARCOTIS OR OTHER DRUGS THAT CAUSE DROWSINESS SHOULD NOT USE SPA WITHOUT FIRST CONSULTING A DOCTOR.

Gulf Breeze Management Services, Inc.
8910 Terrene Court, Suite 200
Bonita Springs, FL 34135
Phone: 239-498-3311 Fax: 239-498-4974
www.gulfbreezemanagement.com

Thank you for requesting the enclosed Architectural Form.

The **completed** form should be returned to Gulf Breeze Management
for processing:

Fax: 239-498-4974
Email: arc@gulfbreezemanagement.com
Mail: 8910 Terrene Court #200
Bonita Springs, FL 34135

If you want your approval letter emailed to you, be sure to clearly print
your email address on the application.

*****Incomplete forms and all supporting
documentation (including certificates of
insurance without the proper additional insured
information- see application for details) will not be
processed and will be returned to you to resubmit
with ALL the required documentation before
processing.**

Baycrest Application / Request for Modifications to Architecture (includes Pelican Landing form)

Page 1

The process for approval of modifications to architecture is dictated by the Baycrest Board of Directors and Pelican Landing's Design Review Committee.

1. The modifications application (6 pages) is to be completed by the Homeowner and given to a member of The Architectural / Landscaping Committee for review and recommendation to The Baycrest Board. Note that the Pelican Landing Design Review Committee has its own form which must be completed by the Homeowner as well. This is attached as pages 5 & 6 of the Baycrest application form.

An application for approval for any alteration/modification occurring outside the exterior walls of the home must be accompanied by **plans, a sketch and/or description** of the alteration requested. Specific **materials** to be used, **location, size and type of construction or modification must be included.**

As a condition precedent to granting approval of any request for a change, alteration or addition to an existing basic structure, the applicant (Homeowner), the heirs, successors and assigns thereto, hereby assume sole responsibility for the repair, maintenance or replacement of any such alteration or addition.

2. A member of the Landscape / Architectural Committee will accept, review, sign off on and forward recommended requests to the Baycrest Board of Directors or Board Designee for approval.

3. The Homeowner must forward requests approved by Baycrest's Board to Pelican Landing's Design and Review Committee for approval.

4. The homeowner will be notified by Pelican Landing when the architectural modifications are approved for implementation.

If for any reason a request is not approved at any point in the process, the Homeowner will be notified and given the reason why approval was denied.

Description and detail of architectural modifications requested can be indicated in this space or on an attached sheet. (Note: if architectural changes also include, or will include, landscaping / irrigation modifications, a separate request for landscaping modifications must also be completed and submitted to Baycrest.)

Baycrest Application / Request for Modifications to Architecture (includes Pelican Landing form)

Page 2

If approval is granted for architectural modifications, it is not to be construed to cover approval of any County Code requirements. **A building permit is needed for most property alterations and / or improvements.**

It is understood and agreed that Baycrest Homeowners' Association, Inc. is not required to take any action to repair, replace or maintain any such approved change, alteration or addition or any damage resulting from or for any reason to the existing original structure; or any other property. THE HOMEOWNER ASSUMES ALL RESPONSIBILITY AND COST FOR ANY ADDITION OR CHANGE AND ITS FUTURE UPKEEP, CONSISTENT WITH BAYCREST DECLARATIONS AND DOCUMENTS.

It is also agreed that **any damage, injury or death resulting** from the modifications made to a property, either directly or indirectly, **will be the sole responsibility of the homeowner** leaving The Baycrest Homeowners' Association harmless from any such claims.

Homeowner's Signature _____

Print Name _____ Date _____

Baycrest Address _____

Phone _____

Received for the Architectural / Landscape Committee by name _____
on date _____

Board Approval Given by name _____

or denied by name _____

on date _____

Comments:

Baycrest Application / Request for Modifications to Architecture **(includes Pelican Landing form)**

Page 3

ACKNOWLEDGEMENT OF NEIGHBORS

Architectural modifications to any home may have a significant impact on adjacent neighbors. Therefore Baycrest requires that an Applicant advise their neighbors on either side, in writing, in person or by phone, about the details and timing of modifications outlined in this application. The neighbors' signatures (or an email from the neighbor) acknowledging that they are aware of the proposed modification is required as part of this application.

The Applicant Homeowner will be responsible for restoration or repair of any damage to the adjacent properties listed below including all costs to move, repair or replace irrigation equipment or heads, sod, landscape plantings, lanai screens or cages or any other property damage on Applicant's property or adjacent properties.

To: The Baycrest Board of Directors

The signatures below confirm the acknowledgment of our neighbors in respect to the architectural modifications outlined in this application.

Applicant's signature _____ Date _____

1st Neighbor (print name) _____

(Baycrest address) _____

(signature) _____ Date _____

2nd Neighbor (print name) _____

(Baycrest address) _____

(signature) _____ Date _____

**Baycrest Application / Request for Modifications to Architecture
(includes Pelican Landing form)**

Page 4

WAIVER OF LIABILITY AND RELEASE FORM

WHEREAS, the undersigned owner of _____ Galashields Circle (Lot _____)
of BAYCREST is desirous of changing or altering the exterior of the building and/or lot;

WHEREAS, the Baycrest Homeowners' Association, Inc., ("the Association") desires to
allow said alteration or change if and only if the owner agrees to indemnify and hold the
Association harmless for any claims for damage, injury or death to owner or owner's property
resulting directly or indirectly from the alteration being performed by owner; and

NOW, THEREFORE, it is hereby agreed that:

1. The undersigned owner hereby agrees that the owner shall release, indemnify
and hold the Association and its officers, directors, and members harmless from any claims;
demands, suits, judgments, actions, causes of action, debts, sums of money, accounts, claims
and demands arising out of or related to the owner's performance of any alterations or changes
on the lot as set forth herein. The parties hereto acknowledge that Association has paid lot/unit
owner One Dollar (\$1.00) as specific consideration for the indemnification herein provided, the
receipt and adequacy of which is hereby acknowledged.

Witnesses (two)

Signature

Print Name/Date

Signature

Print Name/Date

Lot Owner

Signature

Print Name/Date

Baycrest Homeowner's Association, Inc.

By: _____

Print Name/Title

Date: _____



Pelican Landing Community Association, Inc.

REQUEST FOR DESIGN REVIEW STRUCTURAL CHANGES TO RESIDENTIAL PROPERTY

TO: Pelican Landing Community Association
Attn: Director of Covenant Enforcement
nancypage@pelicanlanding.com
24501 Walden Center Drive
Bonita Springs, FL 34134

Telephone: (239) 947-5977
Facsimile: (239) 947-3606

FROM: Name: _____
Address: _____
Phone: _____ Cell: _____
Date: _____
Property Address: _____
Neighborhood Association: _____
Association Board Approval: _____ Yes _____ No Date: _____

Signature - for Association BOD or Management Company

Submit to Design Review a complete set of construction documents including all mechanicals are required. At the minimum, the following plans are required:

- ☐ Existing Site Plan with proposed changes
- ☐ Existing floor plan for area to be modified
- ☐ Structural plan
- ☐ Roof plan
- ☐ Proposed floor elevation
- ☐ Grade elevation to adjacent properties
- ☐ Materials specifications - drawings or samples of all exterior materials - identify those materials that differ from existing.
- ☐ Paint colors - roof, walls, trim, etc. - identify changes from existing - attach sample of color - identify manufacturer and color code.
- ☐ Landscape plan - Plan to include all existing plantings and trees by type, common and botanical names and planting sizes for new material. Identify all plantings and trees to be removed and added when project is completed.

Note: Owner is responsible for identifying easements and setbacks per Plat or County approved site plans. Consult neighborhood covenants for restrictions.

REQUEST FOR DESIGN REVIEW - Structural Changes to Residential Property

A/C Square footage, house:	1st Floor	2nd Floor
Sq.Ft. Garage (s):		
Sq. Ft. Lanai, roofed		
Sq.Ft. Front Entry		
Sq.Ft. Porches, roofed:		
Total Sq.Ft.:	Total Sq.Ft.: Under Truss	
Roof Pitch:		

EXTERIOR MATERIALS AND COLOR SPECIFICATIONS

	MATERIAL	COLOR #	COLOR NAME AND MANUFACTURER
1. Roof:			
2. Walls:			
3. Trim/Bands:			
Trim/Bands:			
4. Front Door:			
5. Garage Door:			
6. Fascia:			
7. Railings/Fence:			
8. Shutters:			
9. Window Frames:			Bronze <input type="checkbox"/> White <input type="checkbox"/> Other <input type="checkbox"/>
9a. Raw mill aluminum window frames not permitted.			
10. Window Glass			
10a. Tempered glass or laminated glass or similar material recommended for all windows and sliding glass doors facing Golf Course "Mirror" finish not permitted.			
11. Pool Screen			Bronze <input type="checkbox"/> White <input type="checkbox"/> Other <input type="checkbox"/>
11a. Check neighborhood covenants for restrictions regarding screen enclosures.			
12. Driveway			
12a. Textured finish is preferred, and may be required. Check neighborhood covenants.			
13. Pool/Patio/Deck:			

Proposed location(s) & Shielding (by wall/fence or landscaping)

All mechanical equipment must be screened, preferably with low walls softened by landscaping or with plant material of sufficient quantity, size, height and density at the time of planting to adequately screen the equipment from all off-site views.

A/C Equipment:
Swimming Pool Equipment:
Lawn Irrigation Equipment:
Trash Containers:

Other information (outdoor lighting, etc.):

Bay Crest Application / Request for Modifications to Landscape

(includes Pelican Landing form)

Page 1

The process for approval of landscape modifications is dictated by the Baycrest Board of Directors and Pelican Landing's Design Review Committee.

1. The modifications application (3 pages) is to be completed by the homeowner and given to a member of The Landscaping Committee for review and recommendation to The Baycrest Board. Note that the Pelican Landing Design Review Committee has its own form which must be completed by the Homeowner as well. This is attached as page 3 of the Baycrest application form.

An application for approval for any landscape alteration must be accompanied by a **sketch and/or description** of the modifications requested. Specific **materials** to be used, **location, size and placement of bushes and/or plantings must be included** (use an attached sheet if needed).

A condition precedent to granting approval for landscaping additions, replacements or relocations is the Homeowner's acceptance of costs for moving or replacing the necessary irrigation without reimbursement.

2. A member of the Landscape Committee will accept, review, sign off on and forward recommended requests to the Baycrest Board of Directors or Board Designee for approval.

3. The Homeowner must forward requests approved by Baycrest's Board to Pelican Landing's Design and Review Committee for approval.

4. The homeowner will be notified by Pelican Landing when the landscaping modifications are approved for implementation.

If for any reason a request is not approved at any point in the process, the Homeowner will be notified and given the reason why approval was denied.

A detailed description of the landscaping modifications requested can be indicated in this space or on an attached sheet.

Bay Crest Application / Request for Modifications to Landscape

(includes Pelican Landing form)

Page 2

If approval is granted for landscape modifications, it is not to be construed to cover approval of any County Code requirements.

It is understood and agreed that **Baycrest Homeowners' Association, Inc. is not required to take any action to replace any approved modifications** to a homeowner's landscape. It is further understood that any damage to any part of the Applicant's property or adjacent properties as a result of approved changes, alterations or additions **is the sole responsibility of the Homeowner.**

It is also agreed that **any damage, injury or death resulting** from the modifications made to a property, either directly or indirectly, **will be the sole responsibility of the Applicant Homeowner** leaving The Baycrest Homeowner's Association harmless from any such claims.

Homeowner's Signature _____

Print Name _____ Date _____

Bay Crest Address _____

Phone _____

Received for the Landscape Committee by name _____

on date _____

Board Approval Given by name _____

or denied by name _____

on date _____

Comments:

DATE (MM/DD/YYYY)

ARTICLE X
USE RESTRICTIONS

Section 1. Basements. Basements for installation and maintenance of utilities and drainage facilities are reserved as shown or designated on the recorded plat(s). Within these easements, no structure (excluding drives and walks), planting or other material shall be placed or permitted to remain which would damage or interfere with the installation or maintenance of the utilities or which may change the direction of flow or drainage channels in the easements. No obstructions such as gates, fences, etc., which will prevent emergency access shall be constructed in any easement strip for fire fighting access purposes. The Association is hereby granted an easement over each Lot for ingress and egress to any portions of the Lot or the improvements thereon requiring maintenance by the Association.

Section 2. Wells and Septic Tanks. No individual wells will be permitted on any Lot within this Project, and no individual septic tanks will be permitted on any Lot within this Project. This restriction will be enforceable as long as the water services and sewage disposal are in operation, satisfactorily servicing each Lot on which a completed building is located in said Project in accordance with the standard requirements as provided for by the State Board of Health Regulations and the charge for said services, as set forth in the rate schedule in the Third Party Beneficiary Agreement placed of record, covering said utilities, is not in excess of the amounts provided for therein or as modified and changed in accordance with legal procedure in the future.

Section 3. Nuisances, Residential Use, Guest Occupancy. No noxious or offensive activity shall be carried on upon any Lot, in any Home, or the Common Open Space, nor shall anything be done thereon which may become an unreasonable source of annoyance or nuisance to other residents. The Lots in the neighborhood shall be used for single family residences and for no other purposes. No business buildings may be erected on a Lot and no business or commercial activity may be conducted on any part thereof. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal business or professional records in his residence, or handling his personal, business or professional telephone calls or written correspondence in and from his Home. Such uses are expressly declared customarily incident to residential use. When guests are in occupancy, the total number of overnight occupants, including the Owner and his family who reside with him, is limited to two (2) persons per bedroom plus two (2). Tenants will only be allowed two persons per bedroom.

Section 4. No canvas, pipe or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during the delivery to Homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service repair, or maintenance for the general public shall be allowed on any Lot at any time. With the exception of propane gas grills, no gas tank cylinder shall be placed on the outside of Homes without Board approval.

Section 5. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

Section 6. Pets. No animals, livestock, or poultry of any kind, other than common, traditional house pets (i.e., dogs or cats, fish and caged birds), shall be kept by an Owner or his family members, guests, invitees or lessees, provided, however, that (a) each Home is limited to two (2) dogs or two (2) cats, (b) no animals whatsoever may be kept or maintained for commercial purposes, (c) no animals shall be permitted to remain on any portion of the Project which become an unreasonable nuisance or annoyance to other Owners, and (d) any animal kept by an Owner shall be kept subject to any rules and regulations which may be promulgated from time to time by the Board. In no event shall dogs be permitted upon the Common Open Space or other Owners' lots unless under leash. All animal excrements deposited on any Lot or on the Common Open Space must be picked up and discarded by the Owner. The Association may impose fines on pet owners who do not comply with these restrictions, or other rules and regulations concerning pets that the Association may adopt from time to time. Any Owner who keeps a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liabilities of any kind or character whatsoever arising from or growing out of the keeping of any such pet.

Section 7. Visibility in Corner Lots. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Section 8. Clotheslines. No clotheslines shall be placed and no clothes drying shall be undertaken or permitted upon the Project.

Section 9. Barbecues. Barbecues may be located or permitted upon the back patio or yard of a Home and upon such portions of the Common Open Space as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Section 10. Parking. No truck or van with more than a three-quarter ton capacity, no commercial vehicles, no house or travel trailer, motor home, camper, boat or boat trailer shall be parked in the Project except that any of the above may be parked in a garage so long as the garage door is kept in a fully closed position while the vehicle is in said garage. The term "commercial vehicle" shall include but not be limited to all automobiles, trucks and vehicular equipment including station wagons, which bear signs and shall have printed on the sides of same reference to any commercial undertaking of enterprise. Commercial vehicles in the process of loading or unloading shall not be considered parked as long as they are not kept in the Project overnight. Except as set forth above, no vehicle of any kind shall be parked in the Common Open Space or on any part of any Lot except in the driveway or garage. The pool parking lot is

for residents and residents' guests only. No extended overnight parking is allowed in the pool parking lot.

Section 11. Standing Cycles or Other Items. No bicycles, scooters, wagons, carriages, shopping carts, chairs, benches, tables, toys or other such items shall be parked or be permitted to stand for an extended period of time on any part of the Common Open Space and Lots except in the garages of each Home and except in accordance with the rules and regulations promulgated from time to time by the Board.

Section 12. Communication Devices. No antenna, aerial, or satellite dish shall be placed on the exterior of a Home or on a Lot, except as may be mandated by Federal or State statute or rules of the Federal Communications Commission, and approved by the Board of Directors.

Section 13. Litter and Garbage Collection. No articles or personal property shall be hung or shaken from the doors or windows of any Home. No Owner shall sweep or throw from his Home any dirt or other materials or litter in any way upon the Project. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Project except in closed containers, dumpsters or other sanitary garbage collection facilities, and proper sized, closed plastic bags shall be placed for pickup in accordance with any rules and regulations promulgated by the Board. Garbage that is placed for pickup shall be located near the roadways contiguous to the Home but shall not be left outside for a period in excess of 24 hours and shall be subject to such additional rules and regulations as the Board may from time to time promulgate.

Section 14. Personal Property. No articles of personal property of Owners shall be placed on the Lot or the Common Open Space unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

Section 15. Removal of Sod and Shrubbery; Additional Planting. No sod, topsoil, trees or shrubbery shall be removed from the Project, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any permanent change in the flow and drainage of surface water which the Board, in its sole discretion, considers detrimental; provided, however, that Owners may place additional plants, shrubs or trees upon their respective Lots subject to approval by the Board of Directors, in accordance with Article IV, Sec. 1(b).

Section 16. Increases in Insurance Rates. No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of the Project.

Section 17. Windows, Awnings and Shutters. No awnings, canopies or shutters, including hurricane or storm shutters, shall be attached or affixed to the exterior of a building and no foil, window tinting materials or shielding materials or devices shall be placed upon any windows or sliding glass doors which are part of his Home, unless such awnings, canopies,

shutters, foil, window tinting materials or shielding materials have been approved by the Board and the Architectural Control and Maintenance Standards Committee, and Pelican Landing Community Association Design Review Committee which approval may be based on the aesthetic appearance of the properties.

Section 18. Utility Additions. No additional utility system, including without limitation, water, sewage, electrical, air conditioning and heating systems lines, ducts, conduits, pipes, wires or fixtures, shall be added to service any Home without the prior written consent of the Board.

Section 19. Casualties. In the event that a Home or any part thereof is destroyed by casualty or otherwise, or in the event any improvements upon the Common Open Space are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom and (subject to the duties and obligations of the Association) commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of this Declaration. If the Owner fails to comply with the requirements of this provision, the Association may, in addition to all other remedies it may have available by other provisions of the Governing Documents or as provided by law, exercise the rights and authority provided in Article VI, Section 9 of this Declaration.

Section 20. Reconstruction. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Common Open Space or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Committee. Any repair, rebuilding or reconstruction on account of casualty or other damage to any Home or any part or parts thereof shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or the new plans and specifications approved by the Board and the Committee, and the Owner of such Home.

Section 21. Leasing of Homes. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Homes by Owners shall be restricted as provided in this Section. All leases of Homes must be in writing. An Owner may lease only his entire Home, and then only in accordance with this Section, after receiving the approval of the Association. The prospective lessee must be a natural person.

A. Procedures.

(1) Notice by the Owner. An Owner intending to lease his Home shall give to the Board of Directors or its designee written notice of such intention at least one (1) month prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.

DATE PREPARED: NOVEMBER 18, 2020

**BAYCREST HOMEOWNERS
ASSOCIATION APPROVED
BUDGET FOR THE PERIOD
JANUARY 1, 2021 THRU
DECEMBER 31, 2021**

of Units: 90

Description	2020 YTD BALANCE	FIVE MONTH ESTIMATE	12/31/20 PROJECTED BALANCE	APPROVED 2020 BUDGET	VARIANCE PROJECTION VS. BUDGET	2021 APPROVED BUDGET	NOTES
OPERATING & RESERVE INCOME							
6010 Owner Maintenance Income	\$ 151,200	\$ 108,000	\$ 259,200	\$ 259,200	\$ -	\$ 279,000	
6040 Late Charges	\$ 164	\$ -	\$ 164	\$ -	\$ 164	\$ -	
6060 Bank Interest - Operating	\$ 148	\$ -	\$ 148	\$ -	\$ 148	\$ -	
6210 Application Fees	\$ 700	\$ -	\$ 700	\$ -	\$ 700	\$ -	
6290 Miscellaneous Income	\$ 340	\$ -	\$ 340	\$ -	\$ 340	\$ -	
Total Operating & Reserve Income	\$ 152,552	\$ 108,000	\$ 260,552	\$ 259,200	\$ 1,352	\$ 279,000	

TOTAL INCOME	\$ 152,552	\$ 108,000	\$ 260,552	\$ 259,200	\$ 1,352	\$ 279,000	
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OPERATING EXPENSE

ADMINISTRATIVE							
7010 Legal	\$ 822	\$ -	\$ 822	\$ 2,000	\$ (1,178)	\$ 2,000	
7020 Filing Fees - State of Florida	\$ 61	\$ -	\$ 61	\$ 61	\$ 0	\$ 61	
7030 Accounting Fees	\$ 4,350	\$ -	\$ 4,350	\$ 4,500	\$ (150)	\$ 4,300	
7050 Management Fees	\$ 10,612	\$ 7,580	\$ 18,192	\$ 18,192	\$ -	\$ 18,738	
7140 Office Expense	\$ 1,372	\$ -	\$ 1,372	\$ 2,352	\$ (980)	\$ 2,543	
7170 Misc Administrative Expense	\$ 974	\$ -	\$ 974	\$ 1,250	\$ (276)	\$ 1,250	
Total Administrative Expense	\$ 18,192	\$ 7,580	\$ 25,772	\$ 28,355	\$ (2,583)	\$ 28,892	

INSURANCE							
7510 Insurance - General Liability	\$ 9,445	\$ -	\$ 9,445	\$ 9,639	\$ (194)	\$ 11,334	
Total Insurance Expense	\$ 9,445	\$ -	\$ 9,445	\$ 9,639	\$ (194)	\$ 11,334	

UTILITIES							
7620 Water - Irrigation	\$ 4,311	\$ 3,080	\$ 7,391	\$ 10,000	\$ (2,609)	\$ 10,000	
7630 Sewer & Water	\$ 531	\$ 380	\$ 911	\$ 1,500	\$ (589)	\$ 1,500	
7640 Electricity	\$ 4,208	\$ 3,010	\$ 7,218	\$ 8,500	\$ (1,282)	\$ 8,500	
7650 Telephone	\$ 243	\$ -	\$ 243	\$ 750	\$ (507)	\$ -	
7670 Cable TV	\$ 92	\$ 69	\$ 161	\$ -	\$ 161	\$ 167	

Description	2020 YTD BALANCE	FIVE MONTH ESTIMATE	12/31/20 PROJECTED BALANCE	APPROVED 2020 BUDGET	VARIANCE PROJECTION VS. BUDGET	2021 APPROVED BUDGET	NOTES
Total Utilities Expense	\$ 9,385	\$ 6,539	\$ 15,924	\$ 20,750	\$ (4,826)	\$ 20,167	

AMENITIES							
7810 Amenities Repair	\$ 739	\$ -	\$ 739	\$ 2,000	\$ (1,261)	\$ 2,000	
8010 Pool/Spa Maintenance Contract	\$ 4,620	\$ 3,300	\$ 7,920	\$ 7,920	\$ -	\$ 7,920	
8020 Pool/Spa Repairs	\$ 4,444	\$ -	\$ 4,444	\$ 5,000	\$ (556)	\$ 5,000	
8030 Pool/Spa Permits	\$ 250	\$ -	\$ 250	\$ 250	\$ -	\$ 250	
8090 Misc Pool/Spa Expense	\$ 364	\$ -	\$ 364	\$ 750	\$ (386)	\$ 750	
Total Amenities Center Expense	\$ 10,417	\$ 3,300	\$ 13,717	\$ 15,920	\$ (2,203)	\$ 15,920	

MAINTENANCE							
8140 Pressure Washing	\$ 325	\$ -	\$ 325	\$ -	\$ 325	\$ 325	
8180 Fire Equipment	\$ -	\$ -	\$ -	\$ 1,500	\$ (1,500)	\$ 1,500	
8220 Janitorial Supplies	\$ 298	\$ -	\$ 298	\$ 350	\$ (52)	\$ 350	
8230 Janitorial Services	\$ 1,236	\$ 1,236	\$ 2,472	\$ 2,472	\$ -	\$ 2,472	
8290 Misc Maintenance Expense	\$ 5,857	\$ -	\$ 5,857	\$ 2,500	\$ 3,357	\$ 6,500	
Total Maintenance Expense	\$ 7,716	\$ 1,236	\$ 8,952	\$ 6,822	\$ 2,130	\$ 11,147	

LANDSCAPING							
8310 Landscape Maintenance Contract	\$ 52,605	\$ 37,575	\$ 90,180	\$ 90,180	\$ -	\$ 92,436	
8320 Plants/Shrubs/Sod	\$ 5,339	\$ -	\$ 5,339	\$ 6,334	\$ (995)	\$ 6,658	
8330 Mulch	\$ -	\$ 16,000	\$ 16,000	\$ 16,000	\$ -	\$ 16,348	
8350 Irrigation Repairs	\$ 6,677	\$ -	\$ 6,677	\$ 10,000	\$ (3,323)	\$ 10,000	
8410 Tree Trimming	\$ 9,838	\$ -	\$ 9,838	\$ 8,000	\$ 1,838	\$ 9,838	
8490 Misc Landscaping Expense	\$ 271	\$ -	\$ 271	\$ 1,000	\$ (729)	\$ 1,000	
Total Landscaping Expense	\$ 74,730	\$ 53,575	\$ 128,305	\$ 131,514	\$ (3,209)	\$ 136,280	

PEST CONTROL							
8520 Building Pest Control	\$ 2,683	\$ 1,920	\$ 4,603	\$ 4,000	\$ 603	\$ 4,200	
Total Pest Control Expense	\$ 2,683	\$ 1,920	\$ 4,603	\$ 4,000	\$ 603	\$ 4,200	

ASSOC SPECIFIC							
8900 Prior Year (Surplus)/Deficit	\$ (552)	\$ -	\$ (552)	\$ -	\$ (552)	\$ -	
Total Assoc. Specific Expense	\$ (552)	\$ -	\$ (552)	\$ -	\$ (552)	\$ -	

Description	2020 YTD BALANCE	FIVE MONTH ESTIMATE	12/31/20 PROJECTED BALANCE	APPROVED 2020 BUDGET	VARIANCE PROJECTION VS. BUDGET	2021 APPROVED BUDGET	NOTES
TOTAL OPERATING EXPENSE	\$ 132,016	\$ 74,150	\$ 206,166	\$ 217,000	\$ (10,834)	\$ 227,940	
NET OPERATING EXPENSE	\$ 132,016	\$ 74,150	\$ 206,166	\$ 217,000	\$ (10,834)	\$ 227,940	
RESERVE CONTRIBUTIONS							
9190 Reserves - General Fund	\$ 31,650	\$ 10,550	\$ 42,200	\$ 42,200	\$ -	\$ 51,060	
Total Reserve Contribution	\$ 31,650	\$ 10,550	\$ 42,200	\$ 42,200	\$ -	\$ 51,060	
TOTAL OPERATING & RESERVE	\$ 163,666	\$ 84,700	\$ 248,366	\$ 259,200	\$ (10,834)	\$ 279,000	
NET OPERATING & RESERVE	\$ 163,666	\$ 84,700	\$ 248,366	\$ 259,200	\$ (10,834)	\$ 279,000	
NET SURPLUS (DEFICIT)	\$ (11,114)	\$ 23,300	\$ 12,186	\$ -	\$ 12,186	\$ -	

RESERVE EQUITY							
5190 Reserves - General Fund	\$ 130,854	\$ 10,550	\$ 141,404	XXXXXX	XXXXXX	\$ 51,060	
Total Reserve Contribution	XXXXXX	\$ 10,550	XXXXXX	\$ -	\$ -	\$ 51,060	
Total Reserve Equity	\$ 130,854	XXXXXX	\$ 141,404	XXXXXX	XXXXXX	XXXXXX	

SUMMARY -- BASED ON 90 UNITS	2020	2021	2020 Annual Per Unit	2021 Annual Per Unit	2020 Quarterly Assessment	2021 Quarterly Assessment	
NET OPERATING EXPENSE	\$ 217,000	\$ 227,940	\$ 2,411	\$ 2,533	\$ 603	\$ 633	
TOTAL RESERVE EXPENSE	\$ 42,200	\$ 51,060	\$ 469	\$ 567	\$ 117	\$ 142	
TOTAL	\$ 259,200	\$ 279,000	\$ 2,880	\$ 3,100	\$ 720	\$ 775	

WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.

Baycrest Homeowners Association, INC.

Balance Sheet
As of 12/31/20

ASSETS

CASH ACCOUNTS

1012	Operating Valley National Bank	\$	106,831.14	
	Total Operating Accounts			\$ 106,831.14

1114	Reserves TIAA Bank	\$	42,178.08	
1127	CD 5/3 #0982 03/17/21 1.98%		100,203.00	
	Total Reserve Accounts			\$ 142,381.08

ACCOUNTS RECEIVABLE

Total Accounts Receivable		\$.00
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OTHER ASSETS

Total Other Assests		\$.00
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Total Assets		\$	249,212.22
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LIABILITIES & EQUITY

LIABILITIES

ACCOUNTS PAYABLE

3010	Accounts Payable	\$	16,290.12	
3026	A/P FPL Auto Pays		246.95	
	Total Accounts Payable			\$ 16,537.07

Baycrest Homeowners Association, INC.

Balance Sheet
As of 12/31/20

UNEARNED INCOME

3120	Prepaid Owner Assessments	\$	23,435.00	
3129	Lessee Security Deposits		12,000.00	
		<hr/>		
	Total Unearned Income		\$	35,435.00
	Total Liabilities		\$	51,972.07
			<hr/>	

EQUITY

RESERVES

5020	Reserves - Painting	\$	(144,719.12)	
5070	Reserves - Clubhouse Remodel		(3,603.25)	
5190	Reserves - General Fund		287,935.97	
5490	Reserves - Earned Interest		491.27	
5491	Reserves - Accrued Interest		2,276.21	
		<hr/>		
	Total Reserves		\$	142,381.08

CAPITAL IMPROVEMENTS

5610	Capital Improvements	\$	13,879.17	
		<hr/>		
	Total Capital Improvements		\$	13,879.17

OTHER EQUITY

5510	Prior Year Surplus/(Deficit)	\$	39,766.75	
	Current Year Net Income		1,213.15	
		<hr/>		
	Total Other Equity		\$	40,979.90
	Total Equity		\$	197,240.15
			<hr/>	
	Total Liabilities & Equity		\$	249,212.22

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Baycrest Homeowners Association, INC.

Income/Expense Statement

Period: 12/01/20 to 12/31/20

Account	Description	Actual	Current Period		Actual	Year-To-Date		Yearly Budget
			Budget	Variance		Budget	Variance	
INCOME:								
06010	Owner Maintenance Income	21,600.00	21,600.00	.00	259,200.00	259,200.00	.00	259,200.00
06040	Late Charges	.00	.00	.00	164.05	.00	164.05	.00
06060	Bank Interest - Operating	14.71	.00	14.71	214.35	.00	214.35	.00
06210	Application Fees	200.00	.00	200.00	1,100.00	.00	1,100.00	.00
06290	Miscellaneous Income	.00	.00	.00	339.72	.00	339.72	.00
	Subtotal Income	21,814.71	21,600.00	214.71	261,018.12	259,200.00	1,818.12	259,200.00
EXPENSES								
General & Administrative								
07010	Legal	.00	166.66	166.66	822.00	2,000.00	1,178.00	2,000.00
07020	Filing Fees - State of Florid	.00	.00	.00	61.25	61.00	(.25)	61.00
07030	Accounting Fees	.00	150.00	150.00	4,350.00	4,500.00	150.00	4,500.00
07050	Management Fees	1,516.00	1,516.00	.00	18,192.00	18,192.00	.00	18,192.00
07060	Professional Fees	1,175.00	.00	(1,175.00)	1,175.00	.00	(1,175.00)	.00
07140	Office Expense	196.00	196.00	.00	2,352.00	2,352.00	.00	2,352.00
07170	Misc Administrative Expense	191.00	104.16	(86.84)	1,187.19	1,250.00	62.81	1,250.00
	General & Administrative	3,078.00	2,132.82	(945.18)	28,139.44	28,355.00	215.56	28,355.00
Insurance								
07510	Insurance - General Liability	.00	194.14	194.14	9,444.86	9,639.00	194.14	9,639.00
	Insurance	.00	194.14	194.14	9,444.86	9,639.00	194.14	9,639.00
Utilities								
07620	Water - Irrigation	700.57	833.33	132.76	7,953.82	10,000.00	2,046.18	10,000.00
07630	Sewer & Water	91.32	125.00	33.68	867.50	1,500.00	632.50	1,500.00
07640	Electricity	912.01	708.33	(203.68)	7,374.81	8,500.00	1,125.19	8,500.00
07650	Telephone	.00	62.50	62.50	243.07	750.00	506.93	750.00
07670	Cable TV	13.84	.00	(13.84)	160.72	.00	(160.72)	.00
	Utilities	1,717.74	1,729.16	11.42	16,599.92	20,750.00	4,150.08	20,750.00
Amenities Center								
07810	Amenities Repair	471.29	166.66	(304.63)	1,397.52	2,000.00	602.48	2000.00
08010	Pool/Spa Maintenance Contract	660.00	660.00	.00	7,920.00	7,920.00	.00	7,920.00
08020	Pool/Spa Repairs	755.31	416.66	(338.65)	6,249.50	5,000.00	(1,249.50)	5,000.00
08030	Pool/Spa Permits	.00	.00	.00	250.00	250.00	.00	250.00
08090	Misc Pool/Spa Expense	.00	62.50	62.50	491.43	750.00	258.57	750.00

Baycrest Homeowners Association, INC.

Income/Expense Statement

Period: 12/01/20 to 12/31/20

Account	Description	Actual	Current Period Budget	Variance	Actual	Year-To-Date Budget	Variance	Yearly Budget
	Amenities Center	1,886.60	1,305.82	(580.78)	16,308.45	15,920.00	(388.45)	15,920.00
Maintenance								
08110	Building Repair	211.65	.00	(211.65)	211.65	.00	(211.65)	.00
08140	Pressure Washing	.00	.00	.00	1,045.00	.00	(1,045.00)	.00
08180	Fire Equipment	.00	125.00	125.00	1,414.59	1,500.00	85.41	1,500.00
08220	Janitorial Supplies	.00	29.16	29.16	91.90	350.00	258.10	350.00
08230	Janitorial Services	206.00	206.00	.00	2,472.00	2,472.00	.00	2,472.00
08290	Misc Maintenance Expense	65.00	208.33	143.33	6,341.88	2,500.00	(3,841.88)	2,500.00
	Maintenance	482.65	568.49	85.84	11,577.02	6,822.00	(4,755.02)	6,822.00
Landscaping								
08310	Landscape Maintenance Contract	7,515.00	7,515.00	.00	90,180.00	90,180.00	.00	90,180.00
08320	Plants/Shrubs/Sod	44.60	527.83	483.23	5,549.75	6,334.00	784.25	6,334.00
08330	Mulch	15,277.50	16,000.00	722.50	15,277.50	16,000.00	722.50	16,000.00
08350	Irrigation Repairs	225.69	833.33	607.64	10,062.86	10,000.00	(62.86)	10,000.00
08410	Tree Trimming	.00	.00	.00	9,838.00	8,000.00	(1,838.00)	8,000.00
08490	Misc Landscaping Expense	.00	83.33	83.33	654.67	1,000.00	345.33	1,000.00
	Landscaping	23,062.79	24,959.49	1,896.70	131,562.78	131,514.00	(48.78)	131,514.00
Pest Control								
08520	Building Pest Control	894.40	333.33	(561.07)	4,524.00	4,000.00	(524.00)	4,000.00
	Pest Control	894.40	333.33	(561.07)	4,524.00	4,000.00	(524.00)	4,000.00
Other								
08900	Prior Year (Surplus)/Deficit	.00	.00	.00	(551.50)	.00	551.50	.00
	Other	.00	.00	.00	(551.50)	.00	551.50	.00
Reserves								
09190	Reserves - General Fund	.00	.00	.00	42,200.00	42,200.00	.00	42,200.00
	Reserves	.00	.00	.00	42,200.00	42,200.00	.00	42,200.00
	TOTAL EXPENSES	31,122.18	31,223.25	101.07	259,804.97	259,200.00	(604.97)	259,200.00
	Current Year Net Income/(loss)	(9,307.47)	(9,623.25)	315.78	1,213.15	.00	1,213.15	.00

Baycrest Homeowners Association, INC.

Income/Expense Statement
Period: 12/01/20 to 12/31/20

Account	Description	Actual	Current Period		Actual	Year-To-Date		Yearly
			Budget	Variance		Budget	Variance	

Baycrest Homeowners Association, INC.

Reserve Statement
As of 12/31/20

		BEGINNING	YTD	YTD	AVAILABLE
		OF YEAR	ALLOCATION	DISBURSEMENT	BALANCE
RESERVES:					
5020	Reserves - Painting	0.00	0.00	144,719.12	(144,719.12)
5070	Reserves - Clubhouse Remodel	0.00	0.00	3,603.25	(3,603.25)
5190	Reserves - General Fund	241,739.80	47,887.92	1,691.75	287,935.97
5490	Reserves - Earned Interest	596.98	491.27	596.98	491.27
5491	Reserves - Accrued Interest	5,090.94	2,555.13	5,369.86	2,276.21
Subtotal Reserves		247,427.72	50,934.32	155,980.96	142,381.08
TOTAL RESERVES		247,427.72	50,934.32	155,980.96	142,381.08
		=====	=====	=====	=====