



BAYWOOD VILLAGE  
OF TIMBER GREENS HOMEOWNERS ASSOCIATION, INC.  
A NOT-FOR-PROFIT FLORIDA CORPORATION

RULES,  
REGULATIONS  
AND  
STANDARD  
ARCHITECTURAL  
REQUIREMENTS

ESTABLISHED AND APPROVED BY BOD MOTION ON 01/14/2016

Baywood Village HOMEOWNERS ASSOCIATION BOARD OF DIRECTORS

(This document is a modification of one prepared by the Board of Directors of  
Royale Oaks II. We gratefully acknowledge their contribution)

## FORWARD

It is the intent of the Baywood Documents and the Board of Directors to maintain and preserve the architectural integrity of our Community while balancing the rights, needs and desires of individual homeowners. The appearance must not be compromised in such a way as to change the overall ambiance of the community, to interfere with the maintenance procedures provided to the homeowners or to infringe unnecessarily on the rights of neighbors. Thus, there is a need to determine and list standards.

In general, additions, alterations and in many cases, even what may be considered routine maintenance of outside features of the home are subject to approval by the Board and the TGARC. All Homeowners should familiarize themselves with the Timber Greens Architectural Guidelines and their procedure for approvals and the Major Rules and Regulations of Timber Greens. These represent the overriding standards within which our Village operates. In addition, within the constraints of our documents, we *may* be more restrictive than TG. Requests for architectural approval **MUST FIRST BE SUBMITTED TO THE VILLAGE BOARD** for their action and forwarding to the TG ARC. They will not consider any request without Baywood's signature.

### **AUTHORITY**

Under the By-Laws of the Association, 11 June, 2004, ARTICLE VII, Powers and Duties of the Board of Directors.

#### SECTION I. Powers:

- A. Adopt and publish rules and regulations governing the use of the Common Area and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof.
- F. Accept such other functions or duties with respect to the property hereunder, including Architectural Control, in addition to maintenance responsibilities, as are determined from time to time to be proper by the majority of the Board of Directors.

#### SECTION 2. Duties

- H. To cause the Common Area and those portions of Lots and dwellings to be maintained in accordance with the Declaration.



## MAJOR RULES, REGULATIONS AND STANDARD ARCHITECTURAL REQUIREMENTS

This document is part of a series that all unit owners should have in their possession and be knowledgeable of their contents. Other documents include the Declaration of Covenants, Conditions and Restrictions, Articles of Incorporation, and Bylaws of not only Timber Greens Homeowners Association, but of Baywood Village Homeowners Association. If you did not receive these documents you should request copies from the management company, Coastal Management, and/or from Timber Greens for their master documents.

### GENERAL INFORMATION

The Major Rules and Regulations Document and Architectural Manual of Timber Greens Community Association apply to all Baywood units and the following is deemed more restrictive towards the application of these rules to Baywood units.

Even when Timber Greens Homeowners Association Architectural approval is not required, approval may be required by the Baywood Homeowners Association Board of Directors.

### SPECIFIC ITEMS

- A. **Screen Doors.** In the case of an addition or replacement of Screen doors, it shall be of approved Bronze color. This requires architectural approval through the Village and Timber Greens ARC
- B. **Sliding Garage Screen Doors.** In the case of addition or replacement or repainting of a Sliding Garage Screen Door, it shall be of approved Bronze color. This requires Architectural approval. Frames and screening must be maintained by the homeowner by repainting or replacing faded materials with approved colors. Screening should be consistent, i.e. all panels should be in the same condition and of the same color. In general, if one panel is replaced, all should be done at the same time
- C. **Repainting.** Any maintenance or repairing or additions to any painted surface of Stucco, Downspouts, Gutters, Soffits, and Screen Doors or Enclosures shall be of the approved Baywood color schedule. It is the homeowners responsibility to maintain the metal surfaces of enclosures(lanai's), screen doors, sliders and window frames .
  1. The main stucco color is Sherwin Williams 9101 Tres Naturale Resilience Exterior Latex Satin
  2. The trim and Front door color is Sherwin Williams 9097 Soft Fawn Resilience Exterior Latex Satin
  3. The metal on the Screens and doors, including screened sliders on garages, metal enclosure framing and panels, and window frames shall be of the approved Sherwin Williams Satin latex DTM Baywood Village **Bronze.**
  4. All of the above paints may be obtained at any Sherwin Williams Paint Store. Ask for the Timber Greens Baywood Village colors listed by KM Painting. Check with your neighbors to see if they have any to share and remember that ANY painting of the exterior requires architectural approval per Timber Greens rules and regulations.



5. In several areas of the Villas, galvanized corner beading was used and is now rusting beneath the surface of the stucco with rust stains bleeding through the paint. This deterioration of the metal is a structural issue of the building, not a problem of the paint. While great effort at great expense was made to mitigate these problems during the 2016 painting, it is NOT the HOA's responsibility to correct this structural issue going forward.
- D. **Outside lighting.** Replacement of lamp posts or coach lights or lighting fixtures above the doorway shall be with materials or fixtures similar to others in Baywood Village and must go through the Architectural approval process..
- E. **Roofing.** Replacement of roofing shall be done with the official color and quality standards as set by Baywood and approval through the Architectural process.
1. Shingles. New and replacement shall be by manufacturer *Timberline Prestique 30 year (or better quality by the same manufacturer)*, mildew resistant dimensional shingle. Color shall be Barkwood. This shingle is offered by many Roofing Contractors and comes with smart choice limited warranty which consists of 30 years for the shingles, 5 years on workmanship, and 110 MPH wind coverage. Some Contractors offer 100% shingle replacement for the first 20 years.
  2. The Roofing Contractor is of the choice of the homeowner but they must offer the above named shingle and color.
  3. Consideration should be given, but not mandatory, to install additional attic insulation to bring your coverage up to R30 and a solar operated roof vent fan to cut home cooling costs.
  4. Consideration should also be given to installing Peel and Stick secondary water barrier in addition to the normal barrier offered.
  5. New shingles may not be laid over the old shingles. The roof must be stripped to the plywood and damaged plywood should be replaced. All plywood should be re-nailed as needed to bring roof up to current code.
  6. The Contractor is required to obtain all permits and should offer Wind Mitigation Report to reduce homeowners insurance costs.

#### F. Landscape

1. **Shrubs and Foliage.** Any removal, changes or additions to existing ornamental landscape shrubs or foliage must be approved through the Architectural approval process. When replacing existing shrubs, consideration should be given to indigenous Florida plants that will stay green year round and not be subject to killing by frost. Homeowners should be aware that the Village is not responsible for any plantings other than those in the original "builder's package" or those replacements to the original plantings that were provided by the Village. Without exception, the "builders package" extends only as far as the air conditioning units on the side of buildings. Maintenance and trimming of additional plants and plant beds is the homeowner's responsibility. Further, it should be recognized that additional plantings by homeowners, including annuals, in any areas may interfere with the application of mulch, with weed control and other operations by Village contractors. Homeowners should also recognize that plantings and non-



standard mulch on their property may have been done by previous owners and are not the responsibility of the Village. Homeowners must be aware that plantings in the back and side yards may interfere with the irrigation system and with maintenance operations as well as infringe on adjoining properties. In no case should any trees or shrubs be allowed to grow over or be in contact with the buildings. All such plantings of trees, shrubs, etc. must be approved by the Board. Since we are in close proximity to our neighbors, the Board may require assent from adjoining owners whose lines of sight, privacy and available sunlight or shade may be affected by the placement, removal or modification of plantings. Removal or replacement of trees requires approval by the Board, Timber Greens Architectural Review Committee and, potentially, Pasco County.

The Village provides trimming of overgrowth (over our property lines) from the Conservation areas adjoining the property. However, some of these conservation areas are the responsibility of the Timber Greens HOA and are beyond our control. We CANNOT trim INTO the conservation areas, nor are homeowners permitted to do so. Violation of this may lead to severe penalties to homeowners, the Village and/or Timber Greens. To protect all homeowners from this liability, it is incumbent on us to enforce this policy. SWFTMD does inspect this periodically and has imposed fines in the past in Timber Greens.

2. **Landscape Edging** .Curbing may be used to surround planting areas, but must be of approved Timber Greens color,
3. **Landscape Lighting**. All ornamental landscape lighting may be added upon approval.
4. **Landscape Mulch**. Mulch is provided by the Village for planting beds subject to Village maintenance. Homeowners may substitute other materials, such as bark or stone, with approval, but these must have a natural earthtone color compatible with and comparable to existing colors in the village. Should a homeowner use substitute materials, the homeowner forgoes any Village maintenance and/or replacement of materials and must perpetually maintain a clean, mold, mildew and weed free covering.

G. **Irrigation**. ANY removal, changing or additions to existing irrigation lines or heads shall be approved through the Board and will be coordinated with the irrigation service provider. Broken irrigation components should be reported to the Management company.

H. **Horizontal Concrete Surfaces.**

1. Concrete driveways are to be maintained as original concrete color surfaces free of stains and mold and dirt and excessive tire marks.
2. Surfaces may be painted with Architectural approval. There are standard concrete paint specifications available at the clubhouse if painting is desired to cover stained areas.

In addition, PAVERS may be installed in the driveway and sidewalks. These must be the Cream/Beige, or Sand / Tan only colors and the patterns approved by the Timber Greens BOD and approval must be obtained both from the Village and TG ARC.



- I. **Replacement Windows and / or Screens.** All window frames, mullions and screens, including enclosures (eg. lanai) and garage sliders, shall be of approved Bronze color.
- J. **Mail Boxes and Posts.** Mail boxes shall be black and shall conform to the size and style of existing boxes in the village. Mail box posts shall be replaced with same approved materials and style and painted brown. The clubhouse has the post paint.

### **Article of Note From the By-Laws of Baywood Village:**

#### **Article XV**

#### **Lease and Sale of Homes**

Section 1: Leasing of home. Homes may be leased in writing by owners, providing the owner(s) waive his/her right of use and enjoyment of the Common Area and the facilities to the tenant(s) who resides at the owner's lot. Additionally the lease must meet the following restrictions:

- A. The minimum period for any single lease must be three (3) months: no other lease may be signed during the three months if the tenant vacates the premises early.
- B. The Lessee must be fifty-five (55) years of age and no person residing on the premises shall be under the age of eighteen (18) years.
- C. A copy of the lease and pertinent information concerning the lessee shall be filed with the Board of Directors, who may request a personal interview with the lessee.

Section 2: Sale of home. Prior to the sale and/or "closing of sale" of any home, the current owner shall first arrange for the following:

- A. **a current, updated copy of all "Documents" of both Timber Greens Community Association and Baywood Village to be provided to the prospective buyer.**
- B. An interview may be requested by the Board of Directors of the Association with the prospective buyer.

As a practical matter, the Board has not deemed it necessary to conduct interviews and any pertinent documents should be submitted to or obtained from our management company, Coastal Management.

#### **A Final Note**

Whether you were aware of it or not, when you closed on your property you signed off that you had received the "Documents" that govern our community. Timber Greens is a Deed Restricted Community. You should be aware of and adhere to those restrictions. Many new owners were not made aware of these limitations and conditions prior to purchase, in many cases believing realtors who assured them that properties are maintenance free or that restrictions are not enforced. As a courtesy to your neighbors, please be sure to inform buyers and lessees of the rules, regulations and restrictions that govern Timber Greens and Baywood Village

### **ENFORCEMENT OF BAYWOOD VILLAGE HOMEOWNERS ASSOCIATION RULES, REGULATIONS AND STANDARD REQUIREMENTS**

The enforcement of these Rules, Regulations, and Standard Requirements shall be through the same procedure as documented in the Timber Greens Major Rules and Regulations and the Timber Greens Architectural Manual. In general, the succession of events is; a) there will be a reporting of the incident or infraction, b) an investigation, c) a series of letters sent to the villa owner, d) penalties process, e) and an appeal process.