

BRANDYWINE CONDOMINIUM ASSOCIATION, INC.
PROSPECTIVE BUYER ORIENTATION

DATE _____ BUYERS _____

- ____ 1. Unit Manual – buyers should review the manual in detail. Also available on the Association website: www.precedentmgt.com
- ____ 2. Pets – no owner pets allowed, no guest pets allowed.
- ____ 3. Maintenance Fees – At the time the unit is sold, both the grantee and the grantor are jointly liable for all unpaid assessments attributable to the unit up until the time of transfer. Florida Statute 718.116(1)(a).
- ____ 4. Association Office should be advised of address and phone number at all times, and have a key to your unit for emergencies.
- ____ 5. Leasing – 1 year minimum. Applicant must complete lease application and other requirements. The lease must be approved by the Board of Directors.
- ____ 6. **Exterior Alterations** – All exterior alterations such as lanai enclosure, storm shutters, Skeet'R Beat'R garage screen, front entry tile, new plants, etc. must be approved by the Association prior to having work done. DO NOT SIGN A CONTRACT OR MAKE A DEPOSIT WITH THE CONTRACTOR UNTIL ASSOCIATION APPROVAL IS RECEIVED. After an approved alteration is made, the unit owner and his successors shall be financially responsible for the insurance, maintenance, care and preservation of the alteration.
- ____ 7. **Interior Alterations** - Wall removal cannot be done without Association approval.
- ____ 8. Maintenance Responsibilities – Each unit owner is responsible at his own expense for all maintenance, repairs and replacements of his unit including, screens, windows, window glass, doors (including garage door), air conditioning units, outside water hose bib and shutoff, etc. Also, all other facilities and fixtures located or contained entirely within his own unit which serve only his unit.
Over the years, the majority of units had the original screen porches enclosed. The Association is only responsible for roof leaks. All other water intrusion problems are to be corrected by the owners.
- ____ 9. Plants – The Ground Maintenance Policy permits unit owners to plant and maintain the areas immediately around the mailbox posts and the front yard light posts at their expense (annual, seasonal or low to the ground plants). Vines and clinging plants are prohibited. Unit owners must obtain written approval from the Board prior to planting anywhere else around the unit.

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- ___ 10. Board of Director's Meeting –third Thursday each month at 6:30 PM in the Brandywine Room except July and August. All owners are encouraged to attend. The schedule for Committee Meetings can be found on the monthly calendar which is either delivered to each unit (during season) or can be obtained from the gate keeper (off season).

- ___ 11. After closing, a decal for your **vehicle(s)**, no charge, can be obtained from the Office. An order form for the names on the **mailbox** must be accompanied with a check for \$35.

- ___ 12. After closing, a copy of the current budget and the last audit report is available at the Association Office upon request.

- ___ 13. Insurance – The Association maintains insurance on all the buildings. The owner should obtain on their personal items and portions of the unit interior. Check the Declaration of Condominium. An Elevation Certificate is available at the Office for those owners wanting to obtain flood insurance on their personal items. Mitigation Report for your unit is available in the Office.

- ___ 14. Sale of Unit – All unit sales must be approved by the Board of Directors. Please contact the Office for more information.

- ___ 15. Garage – No personal garage sales are allowed in Brandywine.

- ___ 16. All vehicles must be able to be parked in the carport or inside the garage. **No parking on sidewalks.**

- ___ 17. No Satellite Dishes allowed on your building or in the ground outside your unit.

- ___ 18. Resident Directory – How do you want to be listed in the directory? Permission form attached must be signed.

- ___ 19. **Call the GATE (481-2938) when expecting guests or workmen.**

- ___ 20. Questions????

Prospective Buyers

Committee Member

Revised 2.23.2023

RULES AND REGULATIONS

For registration to the Precedent Owner's website: www.Precedentmgt.com

EXHIBIT "E" to the DECLARATION OF CONDOMINIUM of Brandywine Condominium Association, Inc., as adopted January 2, 2006, and amended through December 7, 2021.

The BRANDYWINE CONDOMINIUM shall be subject to the following rules and regulations in addition to such other use restrictions as may be set forth throughout the Declaration of Condominium and ByLaws for this condominium.

- A. Each unit of the condominium property shall be used only for residential purposes, and as a single-family private dwelling for the unit owner or tenant and the members of his family and social guests and for no other purpose.
- B. Unit Owners shall not permit or suffer anything to be done or kept in their Units which will increase the rate of insurance or the insurance premiums on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owners permit any nuisance or commotion, immoral or illegal act in or about the Condominium Property. Quiet Hours: Quiet Hours are from 10 p.m. to 8 a.m. (except contractors employed by the Association may start working at 7 a.m.) and special attention to the rules against nuisances will apply during these hours. Except in the event of a plumbing, electrical, air conditioning, flood, or storm damage emergency, Owners shall not employ any contractor on Sundays.
- C. The use of the unit shall be consistent, and in compliance with existing laws, the provisions of the Declaration of Condominium and these rules and regulations.
- D. Units may not be used for business use or for any commercial use whatsoever except they may be leased for residential purposes.
- E. Common Elements (i.e., parking areas, sidewalks) shall not be obstructed, littered, or defaced or misused in any manner. Personal possessions of Unit Owners or others (except for (1.) motor vehicles properly parked in provided off-street parking spaces and (2.) Hazeltine Unit Owners, who may store vehicles, golf carts, bicycles, and kayaks in their own designated covered parking space) must not be left in the Common Elements. When not in use, all such articles must be stored inside the Unit.
- F. No structural changes or alterations shall be made in any unit without prior approval of the Board of Directors, in writing.
- G. Pets are not allowed except for fish and canary size birds. Tenants or guests are not permitted to have pets on the property at any time.

- H. No sign, including, but not limited to, any "For Sale" sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted, or affixed by any Unit Owner on any part of the outside wall, or any common area of the premises, or on the window of a Unit, except as authorized, in writing by a majority of the Board of Directors. However, signs that comply with the requirements of this rule will be deemed approved and no further action by the Board of Directors is required.
1. For Sale signs must be commercially printed signs, such as those type available at hardware stores and office supply stores or a commercially printed Real Estate company sign and may only be displayed between the Unit window and the screen in front.
 2. Commercially printed Open House signs may be used one day per week, per Unit, and only during the hours of the open house. Open House signs may be placed in the front yard. Balloons or banners associated with an open house are prohibited.
 3. A security Company service sign may be placed within 15-feet of the front and rear doors of the Unit in the area of the foundation shrubbery. Small security company window stickers are permitted.
- I. The sidewalks, entrances, passages, vestibules, and stairways must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises.
- J. No exterior curtain, blind, awning, glass, etc., shall be installed on any porch without the prior approval of the Board of Directors. An owner shall not individually paint or otherwise decorate or change the appearance of any portion of the exterior of his unit. Repairs, screening, and screening supports shall be at the owner's expense, unless covered by the Association's insurance policy.
- K. No baby carriages, bicycles or similar items shall be allowed to stand, in the passageways or common areas of the Condominium property.
- L. No trash cans, supplies, or other articles shall be placed on the sidewalks, staircase landings, stairs, or other common area except where specifically designated. Nothing shall hang from the windows or be placed upon the exterior windowsills. Neither shall any linen, cloths, clothing, curtains, rugs, or mops be shaken or hung from any of the windows or doors.
- M. No unit owner shall make or permit any disturbing noises in the building made by himself, his family, servants, employees, agents, visitors, etc., or permit anything by such persons that will interfere with the rights, comforts, or convenience of other unit owners.
- N. Each unit owner and the occupants of a unit shall maintain in good condition and repair his unit and all interior surface within or surrounding said unit such as the surfaces of the walls, ceilings, floors, etc., whether or not part of the unit or common elements, and to maintain and repair the fixture therein and pay for any such utilities as are separately metered to his unit.

- O. Only entire Units may be rented provided that all of the provisions of the Declaration of Condominium, Bylaws of the Association and the Rules and Regulations of the Association pertaining to the use and occupancy of the leased Unit shall be applicable and enforceable against any person occupying a Unit as a tenant to the extent as are applicable to the Owner of an agreement by such tenant occupying a Unit to abide by the Declaration of Condominium, the Rules and Regulations of the Association and the terms of the Bylaws of the Association as they may exist from time to time. The Association shall stand in the shoes of the owner of the unit only for the purpose of, and with the authority to, terminate any lease covering the Unit upon the violation by the tenant of the provisions herein contained, including the eviction of said tenant pursuant to the terms and conditions set forth in the Declaration.
- P. Use of recreational facilities will be in such manner as to respect the rights of other Unit Owners, and the Board of Directors may regulate duration of play, hours of opening and closing and schedule their use. In no event shall children under the age of twelve (12) years, who are guests of an Owner, or any child who cannot swim, be permitted in the pool area unaccompanied by an adult. Owners are responsible for the action of their guests and lessees. Infants and incontinent individuals are not permitted in the pool without swim diapers. Jumping into the pool, screaming, and running will not be tolerated and are considered a nuisance. Glass containers of any kind are strictly prohibited inside the gate-enclosed pool area. Emotional support animals registered with the Association and service animals may be in the pool area; all other animals are prohibited. No animals may be in the pool water. All local and state laws applicable to use of swimming pools apply.
- Q. Amendments. Copies of all amended Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to their effective date. These Rules and Regulations shall be effective until amended by the Board of Directors with the approval of not less than two-thirds (2/3rds) of the Unit Owners present in person or by proxy and voting at a duly called meeting of the Association.
- R. Any activity which requires the exclusive use of a common element, is to be scheduled with the Board of Directors through the management office.
- S. The assignment of the use of the storage closets and carports of the Hazeltine units is determined by the Board of Directors and each storage closet and carport is identified by numbers that correspond to the Unit number at each building address.
- T (1). The Board of Directors of the association is granted by statute, the irrevocable right of access to each individual unit for the purpose of maintenance, repair, or replacement of common elements or any portion for which the association is responsible. The association may have access to units to make emergency repairs which are necessary to prevent damage to the common elements or to other units. Therefore, entry keys to each unit are to be provided to the office. In the event it is required to enter a unit that has not provided a key, a locksmith will be called, and the cost will be the responsibility of the unit owner to pay.

T (2). **Solicitation.** No soliciting of any kind by any person, including any Brandywine resident, non-resident person or group will be permitted, including, but not limited to, attaching anything to unit doors, without permission of the Association.

U. **Smoking.** The following are smoking and vaping free areas: the Brandywine Hall building and complex, the pool area and complex, tennis building and complex as well as the tennis/pickle ball/bocce courts. Smoking is prohibited in any indoor areas as defined in the Florida Clean Indoor Air Act, which includes the recreation buildings.

V. **Mailboxes.** The maintenance of the mailbox post, mailbox, the mailbox flag, and numbers, is the Association's responsibility. The Association, at the Unit Owner's request and expense, will install the Unit Owner's name and Unit number on the mailbox. No numerals or reflectors are to be installed on the mailbox post or adjacent to the mailbox. The Board of Directors may establish and change the fees associated installing the Unit's Name and Unit number by Board action and without further Unit Owner approval.

X. No more than six (6) potted plants are permitted around the exterior of a Unit. Placement of potted plants may be in the front or back of the Unit but may not be placed surrounding trees, in planted areas around the Unit, around mailbox and light posts, and shall not interfere with ingress and egress to a Unit, the Association's ability to perform landscaping activities or the operation of the irrigation system. Two of these potted plants shall not be more than 4 feet in height and may only be placed on either side of the garage door. Depending on whether or not potted plants are placed on either side of the garage, a maximum of four (4) or six (6) potted plants of the appropriate size, may be placed as stipulated above, or they may be placed on the front entrance railing using a removable fixture specifically designed for that purpose. Instead of individual pots, a maximum of two (2) flower boxes may be utilized. These fixtures may not be affixed to the railing with bolts, screws, etc. that would pierce the railing and must be removed by Unit's resident when railing maintenance is required. Hanging items/plants from trees, soffits, fascia, and gutters is prohibited. Trellises, shelving units, Shepard's hooks, and fencing (decorative or otherwise), are prohibited. Artificial plants are prohibited. **In the case of an emergency or inclement weather, or in the case of a Unit being unoccupied for more than seven days during hurricane season (June 1st through November 30th), all personal property must be safely secured within the Unit by the Unit's resident. Inclement weather includes any wind or rain condition that would turn these items into projectiles or floating hazards, and also includes a declared state of emergency for Lee County.** Dead or overgrown vegetation is prohibited. Vines, climbing plants, fruits and vegetables are prohibited. Seasonal and/or annual plantings are permitted in the area immediately surrounding the mailbox and light post, however, these will be removed once the new Brandywine landscape architecture has been installed. Anchors are prohibited on the exterior of the units and the trees for any purpose including but not limited to hanging devices, lighting, etc. Flag mounts must be approved by the Association. Freestanding flagpoles are prohibited, except garden flags, as stipulated in Rule Y herein. **All potted plants, around the exterior and interior (in the Common Areas) of the Hazeltine multi- unit buildings are prohibited.**

Y. Flags associated with a sporting event are only permitted on the day of the event. Flags may not contain verbiage of any kind, except the name of a sports team. This policy does not apply to

the Federal and State laws permitting the display of American and Armed Forces Flags. Garden flags, no larger than 18 inches by 12 inches are permitted in landscaping beds only, so long as placement does not interfere with the landscape maintenance, and they comply with the verbiage rule above. Flag mounts require prior approval by the Association and must be affixed by the Association Maintenance Department at the Unit owner's expense. Unit owners may not hang flag mounts. Any damage incurred to the exterior of the building, as a result of hanging the flag mount, will be the financial responsibility of the Unit owner. The Board of Directors may establish and change the fees associated with the affixing of the flag mount. Freestanding flagpoles are prohibited, except garden flags, as stipulated herein.

- Z. Bird baths, bird houses, bird feeders, weather vanes, fountains, and wind chimes are prohibited subject to Rule BB herein. Additionally, residents and guests are prohibited from feeding any wild animals by any means. No more than two (2) outside statues/sculptures/figurines (hereupon known as statues) are permitted around the exterior of a Unit. Statues may be placed in the front or back of the Unit but may not be placed surrounding trees, around or on mailbox or light posts, may not interfere with the Association's ability to perform landscaping activities or the operation of the irrigation system, and may not impede ingress and egress to a Unit. Statues include, but are not limited to, reflecting globes, metal birds, frogs, gnomes, busts, etc. Statues must be no more than three feet (3') in height, no more than twelve inches (12") in width and no more than six inches (6") in depth. Statues outside of these dimensions must have Board of Directors' approval before installation. Statues should not be offensive in nature and should reflect the harmony of the neighborhood. Deteriorating or poorly maintained statues must be repaired or removed. If they are not, after a warning from the Association, the statues will be removed by the Association at the Unit owner's expense, if any. **In the case of an emergency or inclement weather, or in the case of a Unit being unoccupied for more than seven days during hurricane season (June 1st through November 30th), all personal property must be safely secured within the Unit by the Unit's resident. Inclement weather includes any wind or rain condition that would turn these items into projectiles or floating hazards, and also includes a declared state of emergency for Lee County.** The above size restrictions do not apply to ornamentation outside of non-limited possession Common Elements, such as the Remembrance Garden, the Brandywine Hall building and complex, the pool area and complex, the tennis building, as well as the tennis/pickleball courts, etc. These areas are under the purview of the Board of Directors and for esthetic reasons may deviate from these restrictions. **All exterior and interior (in the Common Areas) ornamentation is prohibited in the Hazeltine multi-unit buildings.**

AA. Unit Owners are prohibited from installing any lighting and or reflectors on any common areas, including but not limited to driveways, entrances, and the mailbox and mailbox post. Up to four solar lights are permitted adjacent to the garage door openings and shall not be more than 12 inches in height.

BB. Holiday/Seasonal decorations are permitted and shall be displayed only during the month of the holiday or season, except that traditional December/fall decorations may be displayed beginning on November 1 and removed by January 10th. Decorative lighting is prohibited on the mailbox, mailbox post. Lights may be illuminated from 4pm to Midnight. Traditional December decorations are permitted to the extent the decorations comport with the plan and scheme of the community.

CC. Decorative objects on Unit exterior walls are limited to no more than two (2) and can be no larger than eighteen (18) inches in diameter and 1.5 inches deep. Plaques with "Welcome", resident's surname or address, count toward the maximum of two decorative objects. Plaques or signs with any other verbiage are prohibited. These decorations require prior approval of the Board of Directors and must be affixed by the Association Maintenance Department at the Unit owner's expense. Unit owners may not hang these decorations, unless they are hung using damage-free temporary adhesive methods, such as Command™ hooks. Holiday/Seasonal decorations may only be hung using damage-free temporary adhesive methods, such as Command™ hooks. Any damage incurred to the exterior of the building, as a result of hanging any item, will be the financial responsibility of the Unit owner. No holes may be made in the soffits, fascia, or gutters. This includes the ceiling of the entrance to the Unit. The Board of Directors may establish and change the fees associated with the affixing of the outside ornamentation.

DD. Use of entryways, railings, and courtyards.

1. The Unit Owner or occupant shall keep entryways and courtyards orderly and clean.
2. Any modifications to the Common Elements must be approved by the Board of Directors.
3. All furniture and any other items which may be blown away by high winds must be removed in periods of expected severe storms, including all hurricane and tropical storm watches and warnings.
4. Nothing other than approved planters may be placed on the railings.

EE. **Parking & Vehicles.**

1. Residents and their guests may park additional vehicles in any of the unassigned parking areas (first come, first serve). Vehicles should not be parked over the sidewalk or impeding the pedestrian path.
2. No vehicle of any type shall be parked on any street or parking area for the purpose of accomplishing repairs to or reconstruction of that vehicle except for emergency repairs and then only to enable the movement of the vehicle.
3. Any vehicle parked in a fire lane, no parking area or otherwise parked in violation of the Declaration and Rules and Regulations or constituting a threat to the safety of the property may be towed as provided by law, without further notice. Vehicle owners assume the risk and shall be liable for all fines, towing and attorney fees incurred in any violation.
4. Any fluids leaked onto the street and/or driveway must be cleaned up immediately by the Owner and the vehicle maybe subject to removal from the community at the expense of the Owner.

5. All automobiles, non-commercial pickup trucks, and golf carts must be in operable condition, display any required current registration, and have current Brandywine stickers or a displayed gate pass.

6. An abandoned vehicle is any automobile, truck, motorcycle, motor bike, boat, trailer, camper, motor home, house trailer, or other similar vehicle which has not been driven under its own propulsion or moved for a period of 72-hours or longer. If the unused vehicle is not removed within 72 hours after notice, the Association shall have the right to remove the vehicle at the Owner's expense. The Board or its property manager shall make the determination of an unlicensed, inoperative, stored, or unused vehicle in their sole discretion.

7. Motorcycles, dirt bikes, mopeds and other 2-wheeled motorcycles must be parked in a Unit's assigned space, with the motorcycle positioned horizontally to allow another vehicle to park behind the motorcycle. Any 2-wheeled motorcycle not parked in this manner is subject to tow without further notice.

8. No part of the community shall be used as a parking, storage, display, or accommodation areas for any type of trailer, house trailer, camping trailer, recreational vehicle, boat, boat trailer, running gear, or commercial vehicle, or their accessories.

9. Commercial vehicles shall be defined as any vehicle having any or all of the following characteristics: permanent or temporary lettering advertising a business (within the window of the vehicle or upon the body-hood & roof included-of the vehicle), racks or mounts for equipment or tools on the exterior or interior of the vehicle, equipment, implements or tools mounted to the vehicle itself, having a gross vehicle weight in excess of ten thousand (10,000) pounds, or any other characteristic that the Board determines to be indicative of a vehicle used primarily for commercial purposes.

10. Parking an excessive amount of vehicles, 'regularly' or daily, whether the vehicles are used regularly or not, is not permitted. Any excessive parking situation which makes it difficult for surrounding Units and residents to find easily accessible parking shall be resolved by the Board of Directors within their sole discretion. 'Excessive parking' shall be determined by the Board in their sole discretion. A reasonable amount of vehicles per Unit to be parked within the parking area shall be determined within the Board's sole discretion.

11. Vehicles must be properly maintained and kept in a sightly condition free of broken windshields, broken taillights and/or headlights, excessive body damage and exposed rust. The determination that a vehicle is properly maintained vehicle is solely a decision of the Board of Directors. Any damage caused to the community (Common Elements) by

improperly maintained vehicles will be repaired by the Association and billed to the Owner. No vehicle shall be left upon blocks, jack stands or the like, or remain in a condition where it cannot be moved under its own power. Vehicles should not exude an excessive volume of music while operating within the community; music within a vehicle may not be heard outside of the vehicle.

12. Vehicle speeds (including the vehicles of Unit Owners, tenants, residents, guests, vendors, and contractors) shall not exceed 25 M.P.H. Driving on grass and sidewalks is prohibited. Motorists shall observe and obey the STOP signs within the community by making a complete stop and checking for traffic and pedestrians before re-accelerating. Motorists that exceed the speed limit and fail to stop at stop signs are subject to the fining procedure outlined in the Condominium Documents.

FF. General.

1. Failure by the Association, the Board of Directors, or any person to enforce any provision of these Rules and Regulations shall in no event be deemed to be a waiver of the right to do so thereafter.

2. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include all genders.

3. The provisions of these Rules and Regulations shall be deemed to be independent and severable, and the invalidity of any one or more of the provisions hereto, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

4. The Captions to the sections are inserted herein only as a matter of convenience and for reference and are in no way to be construed so as to define, limit, or otherwise describe the scope of these Rules and Regulations or the intent of any provision hereto.

5. The Association shall be entitled to recover its attorney's fees and costs in any enforcement of the Declaration or these Rules and Regulations, or both.

BRANDYWINE POOL/SPA RULES

CHILDREN UNDER 16 MUST BE
ACCOMPANIED BY AN ADULT

CONSUMPTION OF FOOD AND SNACKS AT
TABLES ONLY

APPROPRIATE SWIM ATTIRE REQUIRED

NO SCREAMING, NO RUNNING AND NO
JUMPING

NO LARGE FLOATS THAT OBSTRUCT OTHER
SWIMMERS

Emergency Phone: Left side of main entry door
into Brandywine Hall under breezeway.

DIAL 911

POOL HOURS: 7:00am-10:00pm

In addition to the current posted Rules
Established October 2018