



**BAYSHORE TRACE  
CONDOMINIUM ASSOCIATION, INC.**

**RULES AND REGULATIONS**

**Revised and Integrated**

**October 2016**

**Effective Date**

**October 13, 2016**

**GENERAL INFORMATION:**

- G-1 Responsibility**
- G-2 Noises and Nuisances**
- G-3 Children**
- G-4 Keys**
- G-5 New Rental Application**
- G-6 Move-In/Move-Out Guidelines**
- G-7 Building Security**
- G-8 Misrepresentation on Application for Lease or Purchase**
- G-9 Waterbed Insurance Policy**

**BOARD AFFAIRS:**

- B-1 Board of Directors Meetings**
- B-2 Entrance into Units by Association**
- B-3 Association Contractors**
- B-4 Supervision of Association Employees**
- B-5 Complaints**
- B-6 Assessments**
- B-7 Procedures for Fining and Enforcement of Condominium Documents**
- B-8 Modifications and Additions**
- B-9 Director Vacancies**
- B-10 Communication with Owners and Residents**

**COMMON ELEMENTS PROPERTY:**

- C-1 Personal Property**
- C-2 Attire**
- C-3 Signs**
- C-4 Antenna and Aerials**
- C-5 Awnings and Shutters**
- C-6 Hurricane Season**
- C-7 Clothesline**
- C-8 Laundry Room**
- C-9 Balconies**
- C-10 Barbecue Grills**
- C-11 Windows**
- C-12 Recreation Room**
- C-13 Pool Area**
- C-14 Walkways**
- C-15 Stairways**
- C-16 Walking on the Grass**
- C-17 Storage Rooms**

- C-18 Flammable and Explosive Articles**
- C-19 Garbage and Trash Disposal**
- C-20 Alterations to Common Area**
  - a. Landscaping**
  - b. Floor Covering**
  - c. Front Door**
  - d. Air Conditioning**
  - e. Patio and Balconies**
  - f. Security Alarm Systems**
- C-21 Deliveries**
- C-22 Major Repairs**
- C-23 Special Saturdays**
- C-24 Mail and Package Deliveries**
- C-25 Emergency Contact Information**
- C-26 Carpet Cleaning**
- C-27 Washing Machines, Dryers and Washer/Dryers**

**PETS:**

- P-1 Pets**
- P-2 Flea Infestation and Treatment Requirement**

**VEHICLES:**

- V-1 Definition of a Vehicle**
- V-2 Registration of Vehicles**
- V-3 Unlicensed and/or Disabled Vehicles**
- V-4 Resident Owned Commercial Vehicle**
- V-5 Non- Resident's Commercial Vehicle**
- V-6 Moving Vans**
- V-7 Boats and Boat Trailers**
- V-8 Bicycles**
- V-9 Other Vehicles**
- V-10 Parking**
- V-11 Speed Limit**
- V-12 Car Washing Area**
- V-13 Bayshore Boulevard Entrance**
- V-14 Improperly Parked Vehicles**

# **RULES AND REGULATIONS BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.**

**October 2016**

## **GENERAL INFORMATION**

- G-1. RESPONSIBILITY.** Owners shall be held responsible for actions of themselves, their children, other family members and their guests, lessees and licensees, including the causing of any damage to the common elements, limited common elements or property of others, whether caused by the moving of personal property or otherwise.
- G-2. NOISES AND NUISANCES.** No owner, resident or guest shall make disturbing noise in the building or on the premises, nor shall they permit anything to be done to interfere with the rights, comfort or convenience of others. Noise of all kinds shall be kept low enough so as not to disturb neighbors. No radio, stereo, television, musical instruments or other electronic devices (i.e. cellular phones, car alarm, etc.) shall be used in a manner which will disturb or annoy other unit owners, residents or their guests.
- G-3. CHILDREN.** Children shall not be permitted to loiter or play in corridors, parking areas, driveways, stairways, trees or shrubs, or unnecessarily ride up and down in the elevators. Residents are required to exercise constant and meaningful supervision of their children and those of their guests while using the common areas - THIS INCLUDES THE POOL. Compliance with this rule is the responsibility of the parent or the residents with whom the children are visiting.
- G-4. KEYS.** The Association shall retain an entrance key(s) to each unit. There shall be a Fifty Dollar (\$50.00) deposit for each security entrance key provided, and a Five (\$5.00) deposit for each bicycle room key provided. No security entrance key or bike room key shall be copied or duplicated.
- G-5. NEW RESIDENT APPLICATION.** The Association shall be paid a Fifty Dollar (\$50.00) application review and processing fee for each new owner or resident. This fee is for a credit and background check and is non-refundable. A copy of all sales contracts, deeds, and leases shall be on file with the Association. The minimum lease period shall be for no less than one year. Bed and Breakfast rental, or any like service, of any unit, or portion of any unit, is strictly prohibited.

The following steps must be taken for all new Residents that are taking up residency for longer than 14 days:

1. A completed Application for Occupancy
2. A completed Application for Purchase or Lease
3. A signed acknowledgement of having read and having agreed to abide by the Rules & Regulations
4. A signed acknowledgement of the move-in move-out rule
5. A signed acknowledgement of the notice of intent to acquire a pet dog
6. A copy of the Lease or Sales Contract
7. A Fifty-dollar (\$50) application fee
8. A Two Hundred Fifty dollar (\$250) move-in move-out deposit
9. An interview with the Manager, a Board member, or an Owner, designated by the Board to review the rules and regulations and to familiarize the applicant with Bayshore Trace
10. Buyers must secure an executed "Consent to Sell" form prior to closing

All the above steps must be completed prior to move-in and Unit occupancy.

- G-6. MOVE-IN/MOVE-OUT GUIDELINES.** Moving in and moving out must be scheduled with the Manager's Office and can take place only when the manager or his designee is on the property, i.e., between 8 a.m. and 5 p.m. Mondays through Fridays. Moving in or out is not allowed after these hours or on weekends and holidays. Any resident moving in or out will be held responsible for any damages to the common elements (including but not limited to elevators, stairways, hallways, carpeting, landscaping, tile floors, etc.)
- The Association shall charge a two-hundred fifty (\$250.00) security deposit to be paid prior to any resident moving in. Owners will be required to also post a like security deposit upon moving out. This deposit is for the protection of the Association's property and for the general compliance with the Association rules and regulations governing move-ins and move-outs.
- Large/oversized furniture may require special arrangements relative to bringing the item into the unit "over the balcony". When necessary, arrangements shall be made in advance with the Property Manager to assure minimum damage to the Condominium Common Elements, including landscaping and other unit balconies.
- G-7. BUILDING SECURITY.** Residents and guests are to use security doors and gates as the only exits and entrances to and from the buildings. Except in circumstances approved by the Property Manager, security gates or doors are not to be propped open. Ground floor sliding glass doors are not a means of ingress or egress to individual units or the building.
- G-8. MISREPRESENTATION ON APPLICATION FOR BOARD APPROVAL TO PURCHASE OR LEASE AND ON LEASE AGREEMENT OR PURCHASE AGREEMENT.** Any material misrepresentation on the application form for Board approval to purchase or lease, on a lease agreement and/or a purchase agreement may, at the Board's discretion, be grounds for disapproval of the sale or lease.
- G-9. WATERBED INSURANCE POLICY.** Any resident who has or intends to install a waterbed shall furnish the Association with proof of insurance covering waterbed related damages.

## **BOARD AFFAIRS**

- B-1. BOARD OF DIRECTORS MEETINGS.** The Board shall follow a written agenda. Directors wishing to have items considered for placement on the agenda are required to submit the item(s) in writing to the Board or Property Manager at least one week prior to the scheduled meeting. Once the agenda is posted, no other business may come before the Board. Items discussed in the Manager's Report during a Board Meeting are considered agenda business items.
- Robert's Rules of Order will be followed at all Board meetings. Oral comments from the attending owners may be welcomed at the beginning and at the end of each meeting or for an agenda item at the discretion of the presiding chair and approval of the Board. Unless recognized by the presiding officer, comments from the audience will be considered out of order at other times.
- Such comment time will normally be limited to three (3) minutes per person, but may be extended at the discretion of the presiding officer. Repetitive comments and remarks adding no new substantive issues may be declared out-of-order by the presiding chair.
- B-2. ENTRANCE INTO UNITS BY ASSOCIATION.** The Association and any Agent, representative or workers authorized by the Association may enter any unit during the times and for the reasons set forth in the Declaration. Except in an emergency, as provided by Florida Statutes, Chapter 718, the Association will arrange with an owner the time for any entry into their unit.
- B-3. ASSOCIATION CONTRACTORS.** Residents and their guests are not to interrupt at all, for any reason, contractors employed by the Association.

- B-4. SUPERVISION OF ASSOCIATION EMPLOYEES.** No owner, resident or guest shall supervise, direct or attempt to assert any control over any of the employees of the Association. Also, no owner, resident or guest shall request that any Association employee undertake any private business for an owner, resident or guest during employee's hours of employment. Owners or residents wishing to hire Association employees, outside of their regular duty hours, to perform personal tasks understand that the Association assumes no responsibility for its employees' actions or performance, outside of their regular duty hours. Association employees are not covered by Association insurance outside of their regular business hours. Association employees offer no guarantees or warranties of their work outside of regular business hours and no recourse in the event of a later problem. There is some work which requires a permit and/or license in the City of Tampa or Hillsborough County.
- B-5. COMPLAINTS.** The Association does not involve itself in "neighbor against neighbor" disputes and related issues. Neighbor against neighbor disputes and issues that cannot be resolved between the residents will be referred to the Hillsborough County Dispute Resolution court monitored process.
- B-6. ASSESSMENTS.** Payments of assessments shall be made at the office of the Association which is 3325 Bayshore Boulevard, Tampa, Florida 33629. Any such payments made by check shall be made payable to the order of Bayshore Trace Condominium Association, Inc. All payments of monthly installments of annual assessments are due and payable on or prior to the first day of each month. Owners are subject to a late charge of Twenty-Five dollars (\$25) per month, attorneys' fees, and interest and other applicable collection costs upon the failure to make any such payments on or before the fifteenth (15th) day of the month.
- B-7. PROCEDURES FOR FINING AND ENFORCEMENT OF CONDOMINIUM DOCUMENTS (DECLARATION OF CONDOMINIUM, ARTICLES OF INCORPORATION, BYLAWS AND RULES & REGULATIONS).**
- a: Fines may be levied in accordance with Florida Statutes as follows, and subject to change as the statute may change:

**718.303 Obligations of owners and occupants; remedies. —**

(3) The association may levy reasonable fines for the failure of the owner of the unit or its occupant, licensee, or invitee to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. A fine may not become a lien against a unit. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. However, the fine may not exceed \$100 per violation, or \$1,000 in the aggregate.

(a) An association may suspend, for a reasonable period of time, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the association. This paragraph does not apply to limited common elements intended to be used only by that unit, common elements needed to access the unit, utility services provided to the unit, parking spaces, or elevators.

(b) A fine or suspension may not be imposed unless the association first provides at least 14 days written notice and an opportunity for a hearing to the unit owner and, if applicable, its occupant, licensee, or invitee. The hearing must be held before a committee of other unit owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree, the fine or suspension may not be imposed.

**b:** The procedure upon the reporting of an alleged violation shall be as follows:

1. Any person who witnesses what is perceived to be a violation and wishes to file a complaint must do so in writing – either with the “Incident Report” form available in the Recreation Room or by any other written medium, including email. All complaints must be delivered to the Condominium Office. The Property Manager may also initiate a complaint for violation(s) that he/she has witnessed.
2. The Property Manager will determine if there is probable cause to believe that an owner or other person has violated a provision of the Rules. If the Property Manager determines that probable cause does exist, he/she will issue a written “Rule Violation Notice” to that person, as well as to the owner of the unit that person occupies or in which that person is a guest. This notice will state the specific nature of the alleged violation, as well as the full text of the Rule allegedly violated. A first-time alleged violator may respond in writing to the notice within seven (7) days of its date, acknowledging that the violation(s) occurred as alleged, correcting the violation if appropriate, and promising that the violation(s) will cease and not recur. Such acknowledgement, promise and performance will terminate further enforcement by the Association.
3. If the violation continues and is escalated to a notice that includes an opportunity for a hearing, then the procedure as outlined in the statutes above will be implemented.
4. If a fine is levied, then such fine shall be paid to the Association within five (5) business days. The owner will be responsible for attorney’s fees and costs incurred by the Association incident to the levy or collection of the fine, including court proceedings.
5. Nothing herein shall be construed as a prohibition of, or a limitation on, the right of the Board to pursue other means to enforce the provisions of the Association’s Rules and Regulations – including, but not limited to, legal action for damages or injunctive relief. If other such means are pursued, the Association shall not be required to comply with the provision in these procedures.

**B-8. MODIFICATIONS and ADDITIONS.** Given proper notice at a duly called meeting of the Board, these rules and regulations may be modified, amended, added to or repealed at any time by the Board.

**B-9. DIRECTOR VACANCIES.** Regardless of its cause, when a director vacancy occurs on the Board, any remaining director(s) shall as expeditiously as practical and possible nominate owners to fill the unexpired director’s term of the vacancy. After considering nominated owners, the Board shall vote on the replacement director.

**B-10. COMMUNICATIONS WITH OWNERS AND RESIDENTS.** See Exhibit F for guidelines regarding the newsletter.

**C-1. PERSONAL PROPERTY.** No articles of personal property shall be parked, placed or permitted to stand for any period of time on the common elements unless such articles are actively being used by owners, residents, guests or lessees in accordance with rules and regulations promulgated hereafter by the Board. Bicycles shall be stored in the bike shed behind the pool. All motor driven vehicles shall be parked in spaces designated for vehicles.

- C-2 ATTIRE.** All persons shall be reasonably dry when boarding elevators to prevent dripping water on the floors of the buildings or elevators. All persons shall be mindful that wet floor surfaces constitute a safety hazard. Proper attire (no cut-offs or street clothing) is required in the pool.
- C-3. SIGNS.** No sign, advertisement, notice, lettering or descriptive design of any kind shall be displayed on any window, door, or otherwise placed by any owner, resident, guest or lessee upon any part of the Condominium Property except in a place, style and manner approved by the Board. All notices shall be approved by the Manager. Posted notices shall include the Manager's approval date and the expiration date. Posted notices shall not be removed by anyone except the manager, or an Association employee. Unauthorized removal may be considered theft and treated by the Board accordingly.
- C-4. ANTENNA and AERIALS.** In accordance with the provisions of the Federal Telecommunications Act of 1996, the Association has adopted guidelines and specifications for the installation of satellite dishes and external antennas, as set forth in Exhibit C.
- C-5. AWNINGS AND SHUTTERS.** No awning or canopy, except as approved by the Board as part of the common elements, shall be attached or affixed to the exterior of the building. All exterior shutter installations shall be subject to review and approval by the Board. Hurricane shutters approved by the Board may be installed pursuant to the specifications in Exhibit B.
- C-6. HURRICANE SEASON.** Owners or residents who plan to be absent from their unit during the hurricane season must prepare their unit prior to their departure by removing all furniture, potted plants and other movable objects from any outside patio or balcony. When a hurricane or other extreme weather conditions are announced, owners or residents may desire to secure their glass windows and doors as recommended by the Federal Emergency Management Agency. Such preparedness will be removed as soon as reasonably possible after conditions return to normal, but no later than a date and time set by the Association President or Property Manager.
- C-7. CLOTHESLINE.** No clothesline shall be placed on and no clothes drying shall be undertaken on the common elements or on the exteriors of any unit, including unit balconies.
- C-8. LAUNDRY ROOM.** The laundry room and equipment are provided and maintained for the exclusive personal use of the owners and residents. Laundry equipment and machinery must be used according to the operating instructions thereon. The laundry rooms must be maintained in a clean and uncluttered condition. Hours for laundry room are 8:00 a.m. to 10.00 p.m.
- No laundry equipment shall start before 8 a.m. No laundry shall be started after 8:30 p.m. to ensure that noise from the equipment ceases before 10 p.m. This shall apply to both washers and dryers.
- The Association reserves the right to fine, pursuant to the procedure outlined in B-7.
- C-9. BALCONIES.** Nothing shall be swept, poured, tossed, hung or shaken off the balconies and terraces or from the windows. Clothing, towels, bedding, draperies, mops, rugs or similar items shall not be aired or dried from balconies, patios or from the windows. Bicycles, exercise equipment, and the like are not appropriate for storage on balconies. Potted plants, common patio furniture and porch accessories, not creating a nuisance or contrary to the Association's aesthetics as determined by the Board, are allowed on the patios and balconies. Wind chimes are not permitted. Lattice on balconies and patios is not permitted.
- C-10. BARBECUE GRILLS.** No barbecue grills of any type are allowed on or near the unit balcony, patio, within the units, or on any common element property.
- C-11. WINDOWS.** Only white or off-white blinds, drapes, drape linings, shutters, or shades are to be visible through unit windows and sliding glass doors. After obtaining Board approval (primarily



of the color) on a case-by-case basis, solar film window covering, hurricane protection, and security protection film is permitted provided the reflective covering is not contrary to the Association's aesthetics. No foil, paper, or other such material shall be adhered or attached to unit windows or sliding glass doors. Window film shall not alter the uniform green tint color on any unit window as it appears on the exterior. Please see Exhibit H for windows and sliding glass doors film covering. Only clear film of any type is allowed on windows. Tinted film may be considered for sliding glass doors under this rule and Exhibit H.

**C-12. RECREATION ROOM.** The recreation room is for the use and enjoyment of all owners, residents and their guests so long as such use is requested one week in advance, is approved by the Property Manager, and is conducted in conformance with the rules and regulations of the Association. Unit owners are financially responsible for any damage to the common elements or Association property caused by themselves, their lessees, guests or residents while using the recreation room.

It is the responsibility of the person using the room to leave it clean and in orderly condition. Depending upon the time of day of use, the room must be cleaned and returned to its original condition within a reasonable time following the end of the event, but not later than the end of the event day. A Fifty Dollar (\$50.00) security and damage deposit is required, which shall be returned only if the recreation room is timely cleaned and left free of damage. For recurring use, the security deposit may be retained until the use ceases and no forfeiture is assessed.

**C-13. POOL AREA.** The swimming pool is solely for the use of owners, residents and their invited guests. Swimming shall be at the risk of those involved and shall not be at the risk of the Association or the Property Manager. Food and beverages may not be consumed in breakable containers in the swimming pool area. Garbage and trash should be put in the appropriate containers. Rules and regulations governing the use of the swimming pool, including permitted hours, guest rules, safety and sanitary provisions and any other pertinent matters may be adopted from time to time by the Board or the Property Manager and posted in the swimming pool area.

**C-14. WALKWAYS.** The walkways, corridors, halls, entrances, stairways, atriums and decorative furnishings shall not be obstructed or used for any purpose other than the providing of access, ingress and egress between the common elements and the units. There shall be no doormats, garbage or other objects placed in the hallways. The Association's decorative furnishings in the common areas shall not be altered, moved, or interfered with, nor used for other than decorative purposes. Carts to transport packages shall be promptly returned to their designated storage area.

**C-15. STAIRWAYS.** The steps and landings of all stairways will be kept clean and free of obstacles at all times and will not be used for storage of any kind. Doors to all stairways into the corridors must be kept closed.

**C-16. WALKING ON THE GRASS.** Walking on the grass is prohibited and may only be done by Association employees, directors, and contractors in the performance of their duties. The lawn shall not be used for recreational purposes of any kind, unless previously approved by the Board.

**C-17. STORAGE ROOMS.** Entry into the storage unit area should be between the hours of 8 a.m. and 10 p.m. Storage room closets shall be assigned in accordance with the provisions of Exhibit D. All aisles in the storage rooms must be completely free and clear of all stored articles and debris. All items must be contained within the confines of the unit's assigned storage closet. No bicycles shall be stored in the storage closets. Storage closets should be secured by locks. The Association is not responsible for loss from theft or damage to the contents placed in storage closets.

- C-18. FLAMMABLE and EXPLOSIVE ARTICLES.** Except to the extent necessary for normal household use, no owner, resident or guest shall use or permit to be brought onto the Condominium Property, any flammable oil or fluid such as gasoline, kerosene, naphtha, benzene, or other such article or explosive. Owners and residents are personally and financially responsible for any damage caused to common elements through the use of chemicals. Owners and residents are expected to appropriately ventilate to the exterior when using chemical fumes. This is to prevent chemical fumes and noxious odors from entering the common ventilation systems.
- C-19. GARBAGE and TRASH DISPOSAL.** All garbage, trash, refuse and rubbish from a unit shall be placed in plastic bags and deposited with care in the trash dumpster located in the parking area just south of the pool. Garbage bags should not leak. If a garbage bag leaks, the carrier is responsible for cleaning up the leak and notifying the Property Manager. Boxes should be 'broken down' and flattened. Garbage shall not at any time be placed in or on any other common element property.
- C-20. ALTERATIONS TO COMMON AREA, COMMON ELEMENTS AND/OR LIMITED COMMON ELEMENTS.**
- a. **LANDSCAPING.** No planting, removing, damaging, or otherwise altering of the landscaping or any other portions of the common areas and/or common elements and/or limited common elements will be allowed.
- b. **FLOOR COVERING.** Unit owners are permitted to install various floor coverings as preferred, provided an approved insulating material is used, as set forth in the specifications in Exhibit E of these Rules and Regulations.
- c. **FRONT DOOR.** The outermost front unit door is common element property. When a Bermuda shutter door is installed, it becomes the outermost common element door.
1. **DECORATIONS.** Owners or residents may place a decoration on their outermost front door. Except for seasonal decorations, such decorations may not extend visually beyond the concrete corridor wall. Seasonal specific decorations must be removed no later than one week after the end of the season.
2. **DOORBELLS.** To maintain the standardized appearance of units, the placement and replacement of doorbells will be coordinated with the Property Manager.
- d. **AIR CONDITIONING.** Any repair or replacement of an air-conditioning air-handler or compressor unit will be coordinated in advance with the Property Manager. The Property Manager will request the brand name, dimensions, tonnage, etc. of the replacement component. The firm doing the installation must be licensed and insured and must sign a release accepting responsibility for damage to any of the Condominium Property. Emergency after-hours access to the roof will be coordinated with the Property Manager or a Board member. When the roof compressor mounting brackets and straps become worn and need to be replaced, the Property Manager shall notify the owner. The owner shall have 2 (two) weeks to make arrangements to correct the problem. If the necessary repairs are not timely made, the Association will make the necessary repair and bill the owner. Failure to reimburse the Association will be referred to the Board's legal counsel.

e. **PATIO and BALCONIES**

1. **FLOOR COVERINGS.** In the interest of establishing uniformity of color and materials to the common elements, all replacement or new installation of floor coverings on patios and balconies will conform with the approved floor coverings. (Exhibit E)
2. **LIGHT FIXTURES.** With the coordination and approval of the Property Manager, a light fixture may be installed on the patios and balconies of units.
3. **FANS.** The installation of fans on patios or balconies is prohibited.

f. **SECURITY ALARM SYSTEMS.** The Association allows the installation of personal security alarm systems inside individual units with the following provisions:

1. The Property Manager is notified prior to installation.
2. The alarm bell or horn is installed INSIDE the unit.
3. The Property Manager in accordance with G-4 is to be provided with a key to the unit and the disarming code for the system
- 4.

**C-21. DELIVERIES.** All deliveries of large items, included but not limited to, furniture, appliances, carpet, water heaters, air furnishings shall be coordinated with the Property Manager so that appropriate arrangements can be made to protect the Association's property. All residents and owners having such deliveries are financially responsible for repairs of any damage to carpets, tile, elevators, ceilings, grounds, decorative and/or any other common areas. Any damage must be immediately reported to the Property Manager. Failure to notify the Property Manager may result in a fine levied by the Board.

**C-22. MAJOR REPAIRS.** Except in the case of an emergency, all major repairs, renovations, or remodeling shall be performed only between the hours of 8:00 am and 5:30 pm Monday through Friday. Except for emergency plumbing repairs, where the unit's water will be turned off, the resident shall notify the Association manager and the residents of all units directly above, directly below and on both sides of the unit under repair, of the dates and approximate times of anticipated water interruption and other major repairs, renovations, or remodeling. Such notification must be given at least two days prior to the date of the anticipated water interruption or repairs, renovations, or remodeling. If the affected residents are not at home, a notice shall be placed upon their door.

**C-23. SPECIAL SATURDAYS.** The second Saturday of every month, from 10 a.m. to 5 p.m. will be set aside for the deliveries of items and light repairs within the unit.

Deliveries will be limited to items of a size that fit into the elevator. Light repairs will be of the noiseless type such as carpet cleaning and painting. Heavy construction such as the tearing down of walls and shutting off the water will remain limited to weekdays.

To provide the Property Manager with time to make appropriate arrangements for the protection of Association property, the Property Manager must be notified 72 hours in advance of any delivery(ies) and/or any light repairs to be undertaken on this special Saturday. The owner/resident will forfeit the use of this special Saturday if he/she fails to give proper notification to the Property Manager. Full move-in/move-outs will not be permitted on these Saturdays. Should the second Saturday fall on a holiday; the Board will designate another Saturday to be used in that particular month.

**C-24. MAIL and PACKAGE DELIVERIES.** The United States Postal Service (mail) places regular mail in the individual boxes located in the atriums. If requested in advance, the Property Manager, at their sole discretion, may sign for delivered packages. Neither Property Manager nor the Association are responsible for the disappearance, theft, loss, or damage to packages left in the clubhouse. If a

resident is expecting a package, a 3" x 5" notice may be placed on the door instructing delivery persons to deliver to the office.

- C-25. EMERGENCY CONTACT INFORMATION.** All owners and residents are to provide the Association with emergency contact information such as home/work/cell telephone number and the name, address, and telephone number of a "next-of-kin" not living on the properties.
- C-26. CARPET CLEANING.** Cleaning of carpets is limited to weekdays and special Saturdays. Weekday carpet cleaning shall be between the hours of 8:00 am and 5:30 pm. Cleaning shall only be done by portable equipment. Draping of hoses over the balcony and/or through the landscaping is prohibited. Therefore, the use of vehicle-based equipment using hoses attached to the vehicle is prohibited.
- C-27. Washing machines, dryers, and washer/dryers.** Washing machines, dryers, and washer/dryers, or any other type of laundry equipment, may be installed in individual units **only** if they meet the specifications set forth in Exhibit I to the Rules and Regulations. Any laundry equipment installed before the effective date of this rule shall be allowed to remain; however, if pre-existing equipment needs to be replaced, it must be replaced with equipment that meets the specifications in Exhibit I. Before laundry equipment of any type is installed in an individual unit, the owner must submit the brand name, model number and specifications of the equipment to the condominium Association manager. The manager will ensure that the equipment meets the specifications and will provide the owner with written approval to install that particular brand name and model number. All laundry equipment must be installed by a licensed plumber or a contractor licensed for plumbing. If a 220 voltage dryer is installed, it must be installed by a licensed electrician or a contractor licensed for electrical installations, and such electrical or contractor shall notify the condominium Association manager, in writing, that the electrical connections in that unit and in the building in general can support the equipment to be installed. The owner will provide the condominium Association manager with the name of the licensed plumber, electrician or contractor installing the laundry equipment and with the date and approximate time of the installation. To qualify as pre-existing equipment, the owner of each unit that has laundry equipment installed before the effective date of this rule must notify the condominium Association manager in writing of the following information: 1) the unit letter and number; 2) the name of the unit owner; 3) a statement that laundry equipment was installed prior to the enactment of this rule; and 4) a description of the current venting method and vent location of any dryers.

### **PETS**

- P-1. PETS.** Keeping a pet is a privilege which may be permanently revoked by the Board if abused. Owners shall be responsible for accident clean-up and/or damage to common areas caused by their pets or the pets of their residents or guests. Any resident may keep a common household pet(s) in their unit provided that such pet or pets:
- a. Are approved by the Board based on the following:
    1. A resident may keep no more than one dog, or two cats, or one dog and one cat. Any unit owner who on the date of adoption of these Rules and Regulations is in compliance with the previous Rules and Regulations regarding the allowable number of pets is grandfathered in under these rules.
    2. Dogs, if fully grown, shall not exceed a weight of twenty-five (25) pounds. If not fully grown, the dogs must be of a breed that when fully grown, will not normally exceed a weight of twenty-five (25) pounds.
  - b. Are exercised only in designated areas. Designated areas are defined as the grass strips adjacent to MacDill Avenue and Bayshore Boulevard. The intent of the City "Poopy-Scoop Ordinance" must be

adhered to. Please refer to Exhibit A.

- c. Are not an unreasonable barking nuisance or annoyance to other residents. When residents are on vacation, appropriate arrangements should be made for their pets. Depending upon the temperament of different pets, in a resident's absence, leaving pets in a vacant unit may not be an appropriate, responsible action.
- d. Are attended, and hand carried and/or walked under leash, when in any part of the building other than inside a unit.
- e. Are not permitted within the fenced-in swimming pool area.
- f. Are not kept, bred, or maintained for commercial purposes.
- g. Dog and cat owners are required to have their pets treated with flea prevention products.
- h. Residents are required to provide, on an annual basis, the Association with a copy of the rabies vaccination certificate.
- i. Guests, visitors or invitees to the unit are not permitted to bring a pet to the unit or the condominium property.

**P-2. FLEA INFESTATION & TREATMENT REQUIREMENT.** A resident who has a pet or pets will be required to contract with a licensed pest control company if the Board is notified of a flea problem in a hallway or a unit adjoining a unit where a pet resides. Notified residents are to furnish proof of pest control service to the Board.

**P-3 REASONABLE ACCOMMODATIONS.** Bayshore Trace makes reasonable accommodations for persons with disabilities requiring service animals or emotional support animals under the federal Fair Housing Act, in accordance with the guidelines promulgated by the U.S. Department of Housing and Urban Development (HUD). Residents who wish to apply for a service animal or emotional support animal exemption to Bayshore Trace's pet policy should request an application from Bayshore Trace's Property Manager before move-in, or as soon as practicable after the need for the accommodation arises.

## VEHICLES

**V-1. DEFINITION OF A VEHICLE.** Unless otherwise specified, the description for vehicles is a two-axle, four-tire single unit motorized conveyance whose function is primarily for the purpose of carrying not-for-hire passengers. This includes all sedans, coupes, station wagons, vans, light pick-up trucks and sport/utility vehicles. All other motorized conveyances, unless specifically addressed below, are considered a nonconforming vehicle and are not permitted on Association Property.

**V-2. REGISTRATION OF VEHICLES.** All residents shall register their vehicles with the Association and shall display the Association's parking decal on the bottom right corner of the rear window.

**V-3. UNLICENSED and/or DISABLED VEHICLES.** No unlicensed or expired licensed vehicle or a vehicle which cannot operate on its own power shall remain on the Association's Property for more than twenty-four (24) hours. No major repair of any vehicle shall be performed on the Association's Property, nor shall any repair or maintenance be performed which imposes a risk of damage to the Association's Property. In the Manager's discretion, all unsightly vehicles or vehicles in disrepair shall be towed away at the vehicle owner's expense. After 48 hours, management shall tag improperly parked vehicles. After 72 hours, management shall tow the tagged vehicle in accordance with F.S. 715. Vehicle owners, not the Association or management, shall be responsible for towing and storage fees.

- V-4. RESIDENT OWNED COMMERCIAL VEHICLE.** No vehicle specifically used “to work out of” for commercial purposes shall be parked at any time on the Association's Property. This classification includes work vans, trucks, and trailers used for commercial purposes
- V-5. NON-RESIDENT’S COMMERCIAL VEHICLE.** Vehicles specifically used “to work out of” for commercial purposes shall unload and load in the designated areas; at other times, the vehicle shall be parked in a regular parking space on the Association’s Property. If the commercial vehicle is parked improperly, the Property Manager will advise the driver to park the vehicle properly. This classification includes work vans, trucks, and trailers used for commercial purposes.
- V-6. MOVING VANS.** These vehicles must use the designated spaces.
- V-7. BOATS AND BOAT TRAILERS.** Boat and boat trailers of any kind shall not at any time, be allowed on the Association’s Property.
- V-8. BICYCLES.** Bicycles are to be stored in the bicycle storage area and are to be registered with the Property Manager. Bicycles in the storage area that are not registered will be considered abandoned and will be disposed of.
- V-9. OTHER VEHICLES.** No recreational vehicle, non-commercial trailer, or noncommercial van or truck larger than 18 feet in length shall be parked at any time on the Association’s Property unless specifically approved by the Property Manager or by the Board, or unless the vehicle is in the process of actively being loaded or unloaded. Approved vehicles shall park in spaces which have been set aside for these vehicles. (Exhibit A)
- V-10. PARKING.** No vehicle of any kind shall be parked at any time on the Association’s Property except in designated parking spaces. No parked vehicle shall encroach upon or occupy more than one parking space at any one time.
- No vehicle shall back into a parking space that is adjacent to a sidewalk. In other parking areas, there is to be a minimum clearance of one foot between the vehicle and a fixed object (i.e. fences, walls, landscaping, etc.). No vehicle shall park in a handicapped space unless a permit is displayed appropriately. No vehicle shall park in a “No Parking Zone” or “Unloading Zone” unless the driver is actively loading or unloading items. The “No Parking Zones” and “Unloading Zones” are not to be used as a parking space. Parking of motorcycles is permitted when it is the sole means of transportation and shall be restricted to designated parking spaces.
- V-11. SPEED LIMIT.** The speed limit on the premises is ten **(10) m.p.h.** Perceived excessive speed will not be tolerated and the driver will be warned. Chronic perceived excessive speed will result in fines.
- V-12. CAR WASHING AREA.** A car washing area has been designated on the west side (MacDill Ave) of the Property. The parking space immediately in front of the courtyard fence with the water spigot is the only area on the Association’s Property where car washing is allowed and then only in accordance with the current water use restrictions and ordinances.
- V-13. BAYSHORE BOULEVARD ENTRANCE.** This driveway IS NOT an exit. All Drivers are to consider this entrance as a one-way driveway to only enter the property. The Property Manager, Board, or Association shall not be responsible for any accidents caused by the improper use of this entrance.
- V-14. IMPROPERLY PARKED VEHICLES.** The Manager shall make an attempt to locate the owner of all improperly parked vehicles. If the owner of an improperly parked vehicle cannot be located, the Property Manager is authorized by the Board to have such vehicles towed. The owners, not the Association, shall be responsible for towing and storage fees.

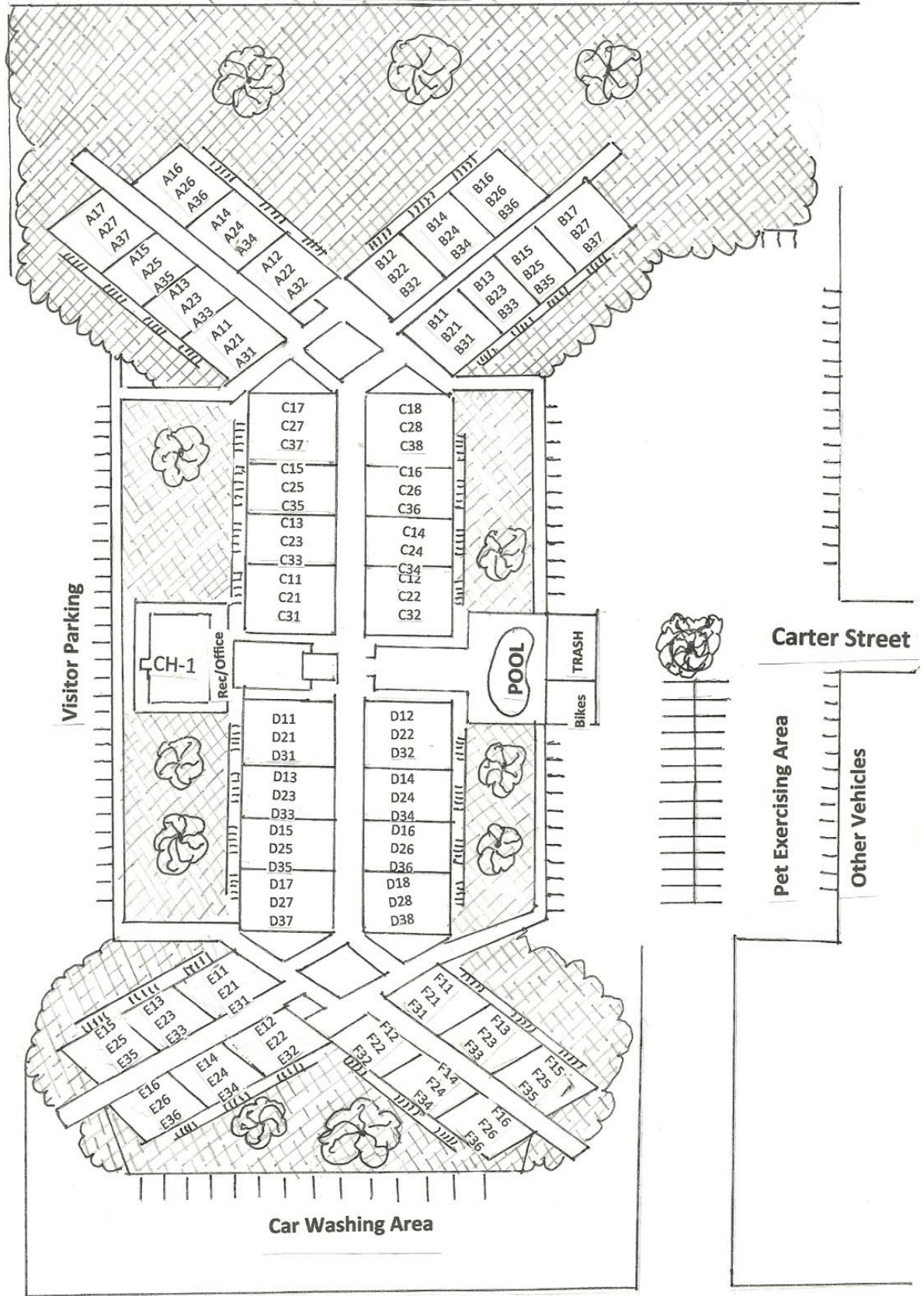
## **EXHIBITS**

- A Layout map of the Association Property
- B Hurricane Shutter Specifications
- C Installation of External Antennas
- D Storage Closet Assignment Plan
- E Floor Insulating Guidelines
- F Newsletter
- G Specifications for Laundry Equipment
- H Windows and Sliding Glass Doors Film Covering





ONE WAY



## EXHIBIT B

### TECHNICAL SPECIFICATIONS for HURRICANE SHUTTERS

1. SLATS: B. F. Goodrich Geon Polyvinyl Chloride with the patented Stepdown design.
2. BOTTOM SLATS: Extruded Aluminum with the bottom vinyl strip.
3. SLAT REINFORCEMENT: Extruded aluminum I bar.
4. SHUTTER HOUSING: Six 96) sided ESP finished roll formed aluminum with heavy cast aluminum side frame and extruded aluminum round reel.
5. TRACKS: 3" wide ESP finished aluminum extrusions.
6. MULLS AND ANGLES: 1" x 2", 2"x 2" ESP finished aluminum extrusions for fixed or removable application.
7. PURLINS (Storm bars): 1" x 2" ESP finished aluminum extrusions for fixed or removable application.
8. FASTENERS: Stainless steel and aluminum.

### OPERATORS

1. MOTOR: SIMU tubular operator, thermally protected, UL recognized, CSA certified.
2. SWITCH: 3 position rocker switch to be recessed inside the condominium wall.
3. GEAR: Stainless steel and extruded aluminum with stainless steel universal and removable bell-housing.

### OTHER PROTECTIVE DEVICES

1. FABRIC-SHIELD PANELS for WINDOWS and SLIDING GLASS DOOR(SGD)
  - Windows - Removable panels, 48in. x 78in., bolt and nut system, any floor
  - SGD - Removable panels, 8.0ft. x 6.8ft., bolt and nut system, any floor
2. REPLACEMENT GLASS for WINDOWS and SGD
  - Windows - Hurricane Impact Glass, white, single hung, aluminum frame; green tint
  - SGD - Hurricane Impact Glass, white frame; stainless steel hardware

### Notes:

1. The fabric-shield panels are installed on the outside of the condominium unit. The owner of the unit will be responsible for putting up these shields and removing them, as necessary.
2. Specifications of similar materials are to be presented to the Manager before installation. If the listed materials are not available, please see the Manager for the currently available ones.

Prepared by I and Return-tor Robert L. Tankel, P.A.  
1299 Main Street, Suite F Dunedin, Ft 34698-5333

SS8636 P<sub>c</sub> 1332  
EXHIBIT C

REC

Return to:

Barbara J. Kent '

3325 Bayshore Blvd. E-12 Tampa, FI. 33629

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC. CORPORATE RESOLUTION REGARDING  
TELECOMMUNICATION RECEPTION

### DEVICES

Upon motion duly made by Barbara J. Kent duly seconded by

■ Marilyn K. Hall .the following Resolution was adopted by a

—A<sup>n</sup> unanimous vote of the Board of **Directors of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., ("Association")**.

WHEREAS, the Board of Directors, (hereinafter "Board"), is the entity charged with the enforcement of the Declaration of Condominium of Bayshore Trace A Condominium as described in the Public Records of Hillsborough County, Florida: and

WHEREAS, the Board has carefully considered all the information brought before it,

NOW THEREFORE, be it resolved by the Board as follows:

In the matter of Association compliance with the Telecommunications Act of **1996**, and more specifically, Section **207** thereof, in order to avoid unreasonable costs, delays or prevention of the installation, maintenance or use of TVBS, MMDS and DBS receptors ("Devices"), or preclude reception of an acceptable quality signal, the Board of Directors hereby expressly finds the following facts concerning installation of such Devices:

1. Bayshore Trace are condominiums governed by Chapter 718 Florida Statues. As a result, owners have very little property over which they own or have exclusive use of. The exclusive use property within the condominium consists of balconies or terraces as defined in the Declaration of Condominium.

2. In order to protect the health, safety and welfare of the owner's subject to the Declaration it is necessary to ensure that installation of such Devices are installed in strict compliance with the Southern Building Code and the National Fire Prevention Association, Inc. Model Code. Due to the fact that Central Florida is subject to a high number of lightning strikes, no device shall be installed outside of the imaginary boundary formed by the inside of the railing of the balcony or terrace. Additionally, such installations shall comply with the requirements (if any) of all other appurtenances or fixtures that are comparable in size, weight or appearance, that may be allowed to be placed on the balconies pursuant to the condominium documents or other rules or regulations of the Association.

3. In light of the express findings by the Federal Communications Commission that screening of these Devices is permissible, and in light of the fact that installation of such devices on the balconies may cause an architectural eyesore, to the extent that screening or camouflage of such devices would not interfere with safety requirements or reception of a quality signal, the Board hereby adopts the **following with regard to installation and location of the devices:**

a. Proposed installation plans shall be submitted by each owner to the Board by Certified Mail, Return Receipt Requested at least ten (10) days prior to such installation. Failure of the Board to disapprove of the proposed installation shall constitute approval of the

**installation.** All applications shall be sent by **Certified Mail, Return Receipt Requested to the Association at 3325 Bayshore Blvd.**, Tampa, Florida 33629. All applications shall be accompanied by a fee of twenty dollars (\$20.00) in order to process same on an expedited basis and to avoid the unreasonable expenses prohibited by the Telecommunications Act. If the installation is routine conforming to all restrictions contained herein, the installation may begin immediately. If the installation is other than routine for any reason, the owner and the Association shall establish a mutually convenient time to discuss alternative installation methods.

b. All installations of such Devices shall be located either within the unit, or on the balcony or terrace, not visible from any other unit, any portion of the Common Elements or publicly dedicated streets. No devices may be located on any portion of the Common Elements. With regard to TVBS Devices, same shall be installed only as allowed for other devices. No TVBS Device may extend on the common elements or beyond the edge of the balcony or patio. Where this requirement "impairs" reception, as defined by the F.C.C., the Board shall work with the person submitting the plans in question to resolve same in an equitable, case by case fashion.

c. Where necessary, reasonable architectural modifications to the Device, or balcony such as change of paint color, and/or other architectural camouflage designed to conceal the Device may be required. Such instances shall be considered on a case-by-case basis, and approvals must be requested and received in writing, in advance, prior to such installation in any event. Furthermore, in the event that Association subscribes to a bulk cable contract, the Owner shall not be excused from any portion of the common expenses attributable thereto.

d. All installations shall meet the minimum wind load requirements of the Southern Building Code (latest addition) concerning wind resistivity and other applicable requirements.

4. All Installations shall be completed so that they do not materially damage the common elements, limited common elements or individual units or in any way impair the integrity of the Condominium. Any installer other than the record title holder of the condominium parcel shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits: Contractor's General Liability (including completed operations): statutory minimum amount. Worker's Compensation: statutory limits. The purpose of this restriction is to insure Devices are installed in a manner that complies with building and safety codes and manufacturer's instructions. This provision shall be applicable to any other installation of similar appurtenances or fixtures as set forth (2) above.

5. There shall be no penetrations of exterior, exclusive use areas of the condominium unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of Device installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of Device installation, maintenance or use: devices that permit the transmission of telecommunication signals through a glass plane without cutting or drilling a hole through the glass plane and devices, such as rib and cable, which permit the transmission of telecommunication signals through a window or door without penetrating the wall; or existing wiring for transmitting telecommunications signals and cable service signals. If penetration of the exterior of the condominium property is necessary, the penetration shall be properly water proofed and sealed in accordance with industry standards and all building code requirements. The purpose of this rule is to prevent structural damage to the condominium property. Proof of proper installation shall be submitted to the Association as pan of the plan described herein.

6. Maintenance. Persons who install or maintain Devices are responsible for all associated costs, including but not limited to: place or replace, repair, maintain and move or remove Devices; repair damage to any property caused by Device installation, maintenance or

use; pay medical expenses **incurred** by persons injured by **Device installation, maintenance** or use; reimburse association members **or** unit occupants or the Association for damage caused by Device installation, maintenance or use, and to restore Device installation sites to their original condition after removal of the device.

a. Owners shall not permit their Devices to fall into disrepair or to become a safety hazard. Owners shall be responsible for Device maintenance, repair and replacement, and the correction of any safety hazard.

b. If Devices become detached, owners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the Device at the expense of the owner.

c. Owners shall be responsible for Device repainting or replacements if the exterior surface of the Device deteriorates.

d. Devices shall not obstruct access for ingress or egress from any unit walkway, any area or portion of the common elements, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to insure the safety of Association members and personnel in safe and easy access to the Association's physical plant.

e. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the unit.

f. To prevent electrical and fire damage, devices shall be permanently grounded.

7. Severability. If any provision of the resolution is ruled invalid, the remainder shall remain in full force and effect.

8. All Devices not covered by the F.C.C. Rule are prohibited. No more than one Device of any kind may be installed.

IN WITNESS WHEREOF, the Board has adopted this resolution this 15 day of May  
                     1997.

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

## **EXHIBIT D**

### **STORAGE CLOSET ASSIGNMENT PLAN**

1. All present owners are "grandfathered" in to the storage closets they now have: but, when an owner sells their unit, the individual storage closet does not go with the unit. One will be assigned to the new owner by the Condominium Manager.
2. A waiting list is established for each floor and each building group (ABC & DEF); thus, there would be six lists in all. If you want a different storage closet, you would request that your name be put on the waiting list for your particular floor.
3. Seniority on each list will be based on when you bought your unit (or if you rented, when you quit renting and moved into your unit). Renters may not upgrade.
4. The list should be kept by the Condominium Manager with the following information: Name, Unit #, seniority date, what you have now and what you want (i.e., want a lower unit or want a larger unit, etc.).
5. Upon notification of the availability of a unit, you would have one week to make a decision and one week to move your belongings.
6. No flammable materials are to be stored in closets and nothing is to be stored in open spaces in front of storage closets.

## **EXHIBIT E**

### **FLOORING**

#### **Insulation**

The insulating material is Cork Underlayment. It comes in 6' x 4' sheets - 1/4" thick.

#### **Materials**

1. Metropolitan Ceramics - Iron Glaze Ceramic Tile 4" x 8" - Color No. 507 - Puritan Gray - basket weave pattern.
2. Portobello Tile - 12" x 12" — Color No. PB18914 Ferrara Bone Use sanded tile grout - Color Buff
3. Elastomeric Finish.

#### **Note:**

If the listed insulation and materials are not available, please see the Manager for the currently available ones

**Exhibit F**  
**NEWSLETTER**

No less than quarterly, the Association shall communicate with the owners and residents via a newsletter of events of general interest and common concerns affecting the owners and residents. Announcements in the newsletter shall be considered as a means of officially notifying owners and residents of events of importance. Although stories and features of general interest to owners and residents are welcomed, the purpose of the newsletter is for communications, and not for dissemination of personal opinions or editorials. Any personal or general interest stories or possible editorializing shall indicate the author's name, and clearly indicate the article is not the official position of the Board of Directors or the Association. Official communications and regular information items in the newsletter do not require attribution, nor shall every feature inserted by the designated regular editor require attribution.

The Board of Directors of the Association is the official publisher of the newsletter and is responsible for its content. A Board Member or non-Board Member resident or owner may be appointed by the Board to be the regular editor of the newsletter. The editor shall be responsible for the preparation, printing, and distribution of the newsletter, subject to any parameters or directions established by the Board. The Board shall be responsible for the costs associated with the Editor's responsibility.

The newsletter, entitled "The Bayshore Trace Communicator", along with its logo, is the official name and masthead for this newsletter and shall not be used by any other entity, resident, or unit owner, as part of non-Association approved communications.

A draft of each newsletter shall be presented to the President of the Board for approval. Once approval is obtained, the newsletter can be distributed to the residents. Should the President not be available to perform this function, another Board member will be appointed by the President.

Each newsletter shall include a statement(s) summarizing the above.

## **Exhibit G**

### **Specifications for Laundry Equipment**

Washer Voltage: 115 volts, standard wiring

Dryer voltage (if separate dryer only): 220 Volts

Condensation drying system, with no dryer venting allowed

Built-in flood protection with shutoff valves

Discharge water flow 10 gallons per minute or less

Drainage into 1 "standard household pipe

## **Exhibit H**

### **WINDOWS AND SLIDING GLASS DOORS FILM COVERING**

Specifications per "Panorama Designer and Safety Films", 3M, or similar solar or hurricane protection films are to be adhered to when an owner wants to install film covering on the sliding glass doors, to provide protection from the sun and hurricanes, or to provide hurricane protection on windows. The approved solar protection film models are Slate 40 or Sterling 60.

#### **Note:**

Specifications of similar materials are to be presented to the Manager before installation. If the listed materials are not available, please see the Manager for the currently available ones.