



**Parkside of One Bayshore, A Condominium**  
**Rules and Regulations Adopted 07-28-09**  
**Amended 10-19-10 {Sect XI (m) ii}**  
**Proposed Changes 11-21-2011**

Items addressed in these Rules & Regulations may restate, amplify or be in addition to the Governing Documents of Parkside of One Bayshore Condominium Association, Inc.; Text to be deleted is ~~stricken through~~ and new words to be inserted are double underlined.

**I. USE OF FACILITIES**

The comforts and facilities of the Condominium are primarily for the use of residents. Owners will be responsible for the actions of their family members, tenants, guests, invitees and visitors. All persons within the condominium should be mindful of and respect the rights of other residents of the condominium.

The Association, acting through its managing agent, has the sole authority to operate and maintain the common facilities of the Condominium and to regulate the use of the common facilities. Individual Owners or other residents of the Condominium do not have the authority to waive or modify any requirements of the Governing Documents or these Rules and Regulations, or to permit the use of the common facilities in violation of the Governing Documents or these rules.

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**II. SECURITY**

- (a) All doors to the exterior of the building and exterior unit doors must be closed at all times and may not be blocked or tied open.
  - (b) Guests must be given direct access to the building by the individual unit owner. The Association and its staff are not obligated to grant access to the building to any realtor, any contractor for a unit owner, or a unit guest.
  - (c) It is each unit occupant's responsibility to take reasonable precautions to prevent strangers or unidentified persons from following him/her through a locked door or garage gate.
  - (d) It is the responsibility of each owner, resident, or tenant to report the presence of any suspicious person or suspicious activity to the Police.
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**III. BUILDING ACCESS DEVICES**



By 01/15/09 each unit was issued one (1) front door access device per bedroom. Subsequently, unit owners will be allowed to purchase additional devices at a cost to be determined by the Board. A maximum number of front door access devices will be permitted as follows:

- 1 bedroom unit = maximum 5 devices
- 2 bedroom unit = maximum 6 devices
- 3 bedroom unit = maximum 7 devices

In addition, each unit is permitted to have a maximum cumulative total of 10 building access devices consisting of garage remotes and **the maximum allowable** door access devices.

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**IV. RISK OF LOSS:**

According to the Declaration of Parkside of One Bayshore, Section 8.2, “It shall be the responsibility of each Unit Owner to obtain at his/her expense condominium Unit Owners insurance coverage.....Unit Owners shall furnish the Association copies of all insurance policies obtained by them”. Landlord must provide a copy of a current copy of proof of condo insurance with the lease application to the association.

~~In addition, per Florida Statute 718.111, Section (11)(g)2: “The Association shall require each owner to provide evidence of a currently effective policy upon request, but not more than once per year”.~~

Annually, upon expiration of the condo unit insurance policy, a copy of the renewal declaration page must be submitted to the Association Management.

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**V. ALTERATIONS TO UNITS AND UNIT OWNERS RESPONSIBILITIES**

**This building consists of POST TENSION CABLE construction and no one is allowed to drill into the unit floor or ceiling, or into any exterior portion of the unit or balcony. You risk hitting one of the structural cables which can cause major damage to the building.**

**Additionally, each unit and all common areas are installed with a fire sprinkler system, which could sustain damages if drilled into. Please take all necessary precautions during alterations not to damage a line as this can cause extensive flooding.**

**If you are planning on making any alterations to your unit, there is an approval form that must be filled out and returned to the management office with proper documentation of what alterations will be made. Contractors shall provide proof of insurance and a copy of a current license to**



**management. Construction or renovation projects within units, which involve any boundary wall, exterior wall, balcony, porch or patio, screening, exterior unit door, windows, structural or load-bearing components, electrical or plumbing service must be approved by the Board of Directors in advance of the start of the project.**

**Examples of alterations:** closet build outs; window treatments; tile flooring; wood flooring; carpeting; laminate flooring with a ¼ cork base or equivalent; changes to lighting fixtures; cabinetry; religious object on door frame not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.

All alterations to unit interiors must be performed Monday – Friday between the hours of 8AM and 5PM. Under no circumstance are contractors permitted to perform any work after those hours, on Saturday or Sunday or on legal holidays except in cases of an emergency. Such emergencies include, but are not limited to, electrical failures, plumbing, and air conditioning or appliance repairs.

Each owner, resident and tenant of a Unit shall keep that Unit maintained in a good state of repair, preservation and cleanliness at all times so that Unit shall not be a nuisance, and neither that Unit nor any other Unit or the common elements shall be damaged. Everything within the Unit is the responsibility of the Owner.

**Association staff members are not authorized to perform any type of personally requested maintenance within a unit at the owner or tenant's request.** Any agreement on the part of the Association manager or staff to perform maintenance outside of the scope of the Association's obligations under the Association Governing Documents would be on an independent contractor basis, at the expense of the unit owner requesting the services, and all such maintenance must be performed outside of association staff working hours. Association-approved forms, provided by the Association, acknowledging such independent contractor relationship must be filed with the association manager prior to the performance of such maintenance.

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## **VI. BALCONIES, TERRACES & UNIT EXTERIORS**

- No towel, laundry, rug or other items shall be hung from any window, porch, balcony, tree, or from any facade of the condominium structures. No awning or window guard shall be installed without the prior written approval of the Board of Directors.
- No object of any kind shall be swept, washed or tossed from a unit balcony or the pool terrace.
- Balconies, patios and porches may not be used for storage. Except for porch furniture, potted plants, and other similar items typically kept permanently on porches or balconies, no other object shall be placed on a porch or balcony when not in actual use, including without limitation toys,



dead or dying potted plants, exercise equipment, recreational equipment, trash, or rubbish.

- Pets shall not be kept in or on balconies when the Unit Owner is not in the Unit.
- Occupants are required to remove all furniture and other objects from balconies or terraces during hurricane warnings and other periods of high winds.
- Hot tubs, spas, pools, or similar items as well as grills (charcoal or gas), are not permitted on balconies. Electric grills may be used but not stored on balconies when not in use. Grills are provided for use of unit owners and tenants on the pool deck.
- Satellite dishes may not be installed on the roof or any exterior portion of the building. Free-standing satellite dishes may be placed within the boundaries of the interior of the unit or in a board-authorized pre-designated location on the balcony.
- The exterior of the Units and all other areas appurtenant to a Unit, including the doors, porches, balconies and patios shall not be painted, decorated, enclosed or modified in any manner without prior written approval of the Board of Directors in accordance with the provisions of the Declaration and the By Laws. No wiring shall be installed for electrical or telephone equipment nor shall there be any other similar or dissimilar equipment, on the exterior of the building or that protrudes through the walls or roof of the building except as authorized by the Board of Directors.

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## **VII. WINDOWS & FURNISHINGS**

- Owners and tenants are prohibited from placing aluminum foil or any form of window tint in any window or glass door.
- Liquid-filled furniture, including but not limited to water beds, is prohibited.

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## **VIII. DISTURBANCES**

All persons shall avoid making any noises that disturb or annoy their neighbors. No musical instruments, radios, television, or other sound producing instrument or equipment shall be played or used within a unit in such a manner as to be heard from the Common Elements or from another unit within the Condominium. None of these same items shall be used or played in such a manner on the Common Elements at such volume as may be heard from within any unit within the Condominium.

No portion of any unit shall be used to keep or store any substance, thing, or material that will emit foul or obnoxious odors or that will cause any condition



that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the other units.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Association Property, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any person using any portion of the Association Property. There shall not be maintained any plant or animal or device or thing or any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature that might diminish or destroy the enjoyment of the Association Property.

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#### **IX. SIGNS**

No one shall post any advertisement or poster of any kind in or on the windows, balconies, porches, or other areas of a Unit visible from the exterior or on any part of the Common Elements, including “For Sale”, “For Rent”, and “Open House” signs, except for postings by residents or owners on the bulletin board located on the back wall of the mailroom, or as otherwise authorized by the Declaration of Condominium, the Board of Directors, or management for the Association business.

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#### **X. CARTS & LUGGAGE RACKS**

Carts and luggage racks are provided by the Association as a convenience to our residents and their guests and are located at the elevator entrances of the garage levels. Upon completion of their use, please return them promptly to their designated location. Do not leave the carts in the hallways, service entrance or any other portion of the Common Elements.

Care should be taken when using the carts and luggage racks so as not to damage the walls of the hallways or elevator garage entrances.

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#### **XI. COMMON ELEMENTS**

- (a) Driveways, parking lots, sidewalks, entrances, and passageways shall not be, in any manner, obstructed or encumbered or used for any purpose other than ingress and egress, to and from the premises.
- (b) Smoking is not permitted in any interior common area of Parkside of One Bayshore.
- (c) Any damage to the Common Elements or any equipment located thereon caused by an Owner, the Owner’s family, guest, visitor, contractor or tenant shall be repaired at the expense of the Owner or their tenant.



- (d) Residents may store 1 bicycle per parking space. Bicycles must be stored in front of vehicles or between spaces shared by a common unit.
- (e) No sleeping is permitted in either lobby.
- (f) Bicycles are not permitted to be ridden on the parking garage ramps or in the Common Elements.
- (g) Skateboards, scooters and roller skates/blades are not permitted to be used in any portion of the Common Elements.
- (h) Realtor lockboxes must be registered with the Association manager and may only be placed in a designated area approved by the Board.
- (i) Soliciting is not allowed in Parkside of One Bayshore. Flyers, pamphlets, or other items, may not be placed under the unit doors or in any common element, with the exception of postings by owners or residents on the mailroom bulletin-board, or as authorized by the Association or for Association business.
- (j) Unit doors on the hallway side are Common Elements. Hardware may not be changed without the written permission of the Board of Directors and must be replaced with acceptable uniform door locks and knobs.
- (k) Common Elements must reflect a cohesive design. Owners are not permitted to modify the Common Elements, without express Board permission. Placement of personal property in the Common Elements will require approval by the Board of Directors. The temporary display of items such as holiday decorations requires the approval of the Board of Directors, and approval may be conditioned upon size, safety, and consideration for the privacy and quiet enjoyment of residents of adjacent units, and shall be subject to limitations as to the date such items may be installed and the date by which said items shall be removed. Such dates shall be decided annually by the Board of Directors. Small religious icons are permitted on doors, subject to board approval.
- (l) Door mats are not permitted in front of any unit door.
- (m) **SWIMMING POOL & GRILL AREA** –
  - i. Hours of use are from sunrise to 10PM.
  - ii. No pets allowed on any portion of the 7<sup>th</sup> floor pool deck at any time except for certified registered assistance service dogs. (Pool rule amended at the Oct 19, 2010 Board of Directors meeting).
  - iii. No glass allowed in the pool area at any time.
  - iv. No one is allowed in the fountain.
  - v. Children under the age of 14 must be accompanied by an adult.
  - vi. No diving in the pool.
  - vii. No running or playing loud music in the pool area.
  - viii. Pool deck access doors must remain closed at all times – do not prop open the doors.
  - ix. Proper swim attire for a family environment is required in the pool area. Females must wear a top and bottom and males must wear bottoms. Underwear and jean cutoffs are not permitted.



- x. Pool deck area use is on a first come, first serve basis – no area of the deck can be reserved.
- xi. Grill use is on a first come, first serve basis and cannot be reserved. Owners and tenants are responsible for cleaning the grill and grill area after use and must shut off the propane tanks.
- xii. If an accident occurs in the pool, such as vomiting or defecation, the emergency number for Property Management shall be contacted immediately.

(n) **FITNESS CENTER**

- i. Hours of use are from 5AM to 11PM.
- ii. No food or glass containers allowed.
- iii. Children under the age of 16 must be accompanied by an adult.
- iv. Outside trainers are permitted ONLY for training residents or owners.
- v. Fitness equipment use by any resident or owner to provide professional training to non-residents is strictly prohibited.
- vi. Pets are not allowed except for certified registered assistance service dogs.
- vii. Moving or relocating the equipment is strictly prohibited.

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**XII. LARGE VOLUME BUILDING ACCESS RESTRICTIONS & LIMITATIONS**

For events that generate a large volume of general public to our geographic area and/or greater than normal guest entry to the building, including but not limited to, Gasparilla & Flugtag, the Board may establish enhanced restrictions and limitations to protect the safety of the residents and common area property.

The Board may also require registration and set a fee for guests, to cover security, administration and additional maintenance costs incurred. The access restrictions and fees will be determined by the Board on a per event basis.

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**XIII. UNIT ACCESS**

The agents of the Association or any contractor or workman authorized by the Association has the right of access to any Condominium Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Element or any portion of a Unit to be maintained by the Association pursuant to the Declaration of Condominium or as necessary to prevent damage to the Common Elements or to a Unit.

Copies of unit keys must be left with the Community Association Manager. If management does not have a valid unit key, the owner will bear the cost of repairs caused by emergency access to the unit.



~~Unit keys will only be used to access units in case of an emergency.~~ In the event an owner or resident is locked out of their unit or loses the key, the Association is not obligated to provide the owner or resident with the unit key. Additionally, the Association is not authorized to provide entry to a unit or a key to the unit to any guest of the owner or resident, contractor, realtor or delivery person for that unit. Alternate accommodations must be made by the owner or resident.

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#### **XIV. MOVE IN, MOVE OUT, DELIVERIES**

- (a) Moving hours are Monday through Friday 8 AM to 5 PM.
  - (b) Moving in/out and large item deliveries are not permitted on weekends, after normal business hours or on legal holidays.
  - (c) For move-ins, move-outs and large deliveries the freight elevator must be reserved at least 48 hours in advance through the Association management and must be properly prepared prior to use. Reservations will be taken in the order they are received.
  - (d) The Owner of the Unit shall be responsible for all damages to the Common Elements during the move in or move out from the Unit.
  - (e) Move-ins, move-outs, or large deliveries to units shall be made through the service entrance. However, small package deliveries made by UPS, FedEx and similar companies may be made through the front door.
  - (f) Deliveries of large items and/or furniture must be properly noticed 24 hours in advance to the Association Managers office so the elevator can be properly prepared.
  - (g) Deliveries of packages left with the Association Management by UPS, FedEx or similar company shall be picked up during normal business hours only by the person to whom the package is addressed or by a designated agent with written authorization by the package addressee. Under no circumstance shall the package be delivered to the unit by the Association Management or staff. The Association is not liable for any package left at the unit door by UPS, FedEx or similar company.
  - (h) Doors must be closed immediately after entering or exiting the building and shall not be propped open.
  - (i) All trash, debris, boxes, cartons, appliances, and the like must be removed from the property by the movers, delivery person, or owner/resident.
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#### **XV. STORAGE**

No part of the Common Elements shall be used for the storage of any material, boat, vehicle, or any other item, except in areas specifically designated for that use in the Declaration of Condominium or as designated in writing by the Board of Directors. No flammable fluid, explosives, or hazardous substance shall be kept within the Condominium.



Storage units cannot be rented out to another individual. They can however be permanently re-assigned to another unit owner provided that “Assignment of Storage Space” forms are executed and signed by the owner assigning their storage space and the owner receiving the assignment and such forms are recorded with the Association.

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## **XVI. REFUSE**

All trash, garbage and other refuse shall be placed in refuse disposal containers located in areas designated by the Board of Directors. Individual trash containers must be kept within the Condominium Unit and may not be placed or stored on any porch or balcony or in any hallway. Only “**bagged**” trash shall be put down the trash chutes. Boxes are not allowed as these block the trash chute. Use the recycle bins located at the pool deck and exterior service entrance for boxes. Boxes must be properly broken down. **Residents are encouraged to recycle glass, plastic, metal products and cardboard.**

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## **XVII. UNIT SALES, RENTALS & GUESTS**

The Board of Directors will conduct criminal background checks on all potential buyers of units in the Parkside Building.

Leasing of the unit by the owners shall be permitted under the following terms and conditions:

- (a) All leases shall be on forms approved by the Association. Leases shall provide that the Association shall have the right to impose fines for violations by the renter of any of the provisions of the Governing Documents or these Rules or any law, regulation, agreement, document, instrument or duly enacted policies affecting the Condominium. A copy of the fully executed lease and association required lease addendums shall be provided to the Association for approval. The minimum initial lease term shall be one (1) year with a possible option to extend up to three (3) months with agreement of the association, lessor and lessee. Such option is to be requested and authorized within 7 – 30 days of the original lease term maturity.
- (b) The Unit Owner will be jointly and severally liable with the tenant to the Association for any loss, damage, liability or obligation incurred by the Association as a result of the negligence or willful misconduct of the tenant or the tenant’s guests. The Association may require each tenant to post with the Association a security deposit to secure the Owner’s and the tenant’s obligation to reimburse the Association for damage to the Common Elements by the tenant or other occupants of the Unit. The Amount of the security deposit shall be set by the Board of Directors of the Association from time to time, in accordance with the law.



- (c) Tenants are not permitted to keep any pets within the Condominium Property, including on the Common Elements and in any Unit.
  - (d) No subleasing of units or portions thereof is allowed.
  - (e) No Owner may initiate a lease of his or her unit if that owner is delinquent in any financial obligation to the Association.
  - (f) No Owner may initiate a lease of his or her unit if that owner has not provided evidence of condominium unit insurance for the unit being rented.
  - (g) If it is determined that a unit was leased without prior notification of the Community Association Manager and the approval of the Board of Directors, **a fine may be imposed, in accordance with the procedures set forth in the Governing Documents and Chapter 718, Florida Statutes. A second occurrence may result in the denial of all future leases.**
  - (h) A Guest is defined as a person whose occupancy with a resident does not exceed 15 consecutive days or 30 total days per year, unless such person has the permission of the Board of Directors. A guest approved for an extended stay past the 15 days will be charged \$1.00 per day unless waived by the Board of Directors.
  - (i) Whenever a guest of an owner or tenant plans to stay overnight, the owner or tenant must be present in the unit. Prior notice must be provided to the Association whenever a guest will be staying in a unit in the absence of the owner or tenant.
  - (j) Guests of owners or tenants are NOT permitted to keep any pet of any kind within the Condominium Property, including on the common elements and in any Unit.
  - (k) Guests staying in excess of 48 hours must be registered with the Association Management.
  - (l) The tenant is strongly urged to obtain proper insurance coverage for their personal property.
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## **XVIII. PETS**

Only dogs, cats and small caged birds may be kept or maintained in or about the Condominium Property (hereinafter referred to as “Pets”).

- (a) A conditional license to maintain two (2) Pets, as defined above, in the owner’s Unit, is granted to **Owners only** (tenants are not permitted to keep pets). This conditional license is subject to revocation and termination at any time by the Board of Directors upon their reasonable determination that the pet is dangerous or is a nuisance.
- (b) Aquarium fish are permitted, and are not counted in the two pet limitation. Tank size shall not exceed 30 gallons.
- (c) No animal of any kind shall be bred on any portion of the Association Property. No pets shall be kept, bred, or maintained for any commercial purpose.
- (d) Pets must be kept on a leash at all times while on the Common Elements.



- (e) Pets must not be ~~curbed~~ permitted to enter the landscaping beds, shrubbery, gardens or other public spaces, and may only walk in designated grassy areas or pet walk areas. Owners of Pets are required to clean up after Pets.
  - (f) An owner is fully responsible to pay for any damage to person or property caused by his Pet. In the event of any damage to the Condominium Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Unit owner shall be subject to assessment by the Association for the amount of damage.
  - (g) No pets are allowed in the pool area or fitness center, except for certified registered assistance service dogs. Service dogs must be registered with the Association Management office.
  - (h) Pets shall not be kept in or on balconies when the Unit Owner is not in the Unit.
  - (i) Guests of owners or tenants are NOT permitted to keep any pet of any kind within the Condominium Property, including on the common elements and in any Unit.
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## **XIX. PARKING**

- (a) The Declaration of Condominium establishes a reservation system for parking spaces. The Association may not alter the reservations made by the Declarant without the consent of the affected Owner(s). The Association may regulate the use of non-reserved parking spaces.
- (b) Each unit was initially issued 1 gate remote per assigned parking space. Gate remotes can be purchased up to the maximum allowable devices (per paragraph 3) at a cost to be determined by the Board.
- (c) Parking areas within Condominium Property are for operable passenger SUVs, automobiles, vans, motorcycles, pick-up trucks of three-quarter ton capacity or less and mopeds and bicycles only (collectively "Permitted Vehicles"). No boat or other watercraft, truck greater than three-quarter ton capacity, trailer, motor home, camper, or other motorized vehicle or object shall be parked on the Condominium Property. The foregoing does not prohibit the temporary and occasional parking of service trucks, moving vans and additional vehicles of visitors or guests in other areas only so long as needed to provide the service or delivery.
- (d) No owner or any other person may repair or store any vehicle (including Permitted Vehicles) on the Condominium Property. The foregoing does not prohibit emergency repairs necessary to move a Permitted Vehicle. A vehicle is deemed to be stored if it does not leave the condominium property at least once in any 180 day period.
- (e) Vehicles leaking fluids shall not be allowed in the garage. If the Association must clean a parking space or garage, the owner will be charged for the cost of the clean-up.
- (f) Inoperable vehicles or those that do not possess a current registration or license tag shall not be allowed in the garage.



- (g) No item of personal property other than a motor vehicle and bicycles as specified in Rule XI(d) may be kept in any parking space. Specifically and without limitation, no household item, furniture, tire, oil can, gas can, or recreational item shall be placed in any parking space.
  - (h) No vehicle of any kind shall be parked in the covered drive-through area or in the plaza around the garage entrance. Violators will be towed at the owner's expense.
  - (i) Any vehicle parked in violation of any provision of this Article or any provision of the Declaration of Condominium may be towed from the Condominium at the expense of the owner of the vehicle.
  - (j) Parking spaces cannot be rented out to another individual. They can however be permanently re-assigned to another unit owner provided that "Assignment of Parking Space" forms are executed and signed by the owner assigning their parking space and the owner receiving the assignment and such forms are recorded with the Association: and that every Unit has at least one (1) assigned parking space.
  - (k) A speed of less than 10 MPH shall be maintained in the parking garage. Be alert to pedestrians crossing at the base of the garage ramp and the breezeway located at the short tower.
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## **XX. ASSOCIATION APPROVAL**

Any consent or approval given under these Rules and Regulations by the Association shall be revocable at any time by the Board of Directors.

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## **XXI. AMENDMENT**

These Rules and Regulations may be amended from time to time by a majority of the Board of Directors.

The foregoing Rules and Regulations were adopted by the Board of Directors of the Association on November 21, 2011.

Parkside of One Bayshore Condominium  
Association, Inc.  
A Florida Not-for-Profit Corporation

By:  
Print Name: \_\_\_\_\_  
Title: President