



# **Use Guidelines And Restrictions**

**For**

## **Parkshore Plaza, Condominium Association, Inc.**

*Approved by the Board on July 18, 2007*

The benefits of living in a condominium community are many — the wealth of amenities, the sheltered environment, a shared community spirit and camaraderie. The criteria outlined in this booklet were created to capture and build on this theme; to assist each individual homeowner to enjoy their homes in peaceful and amicable harmony with their neighbors. Such guidelines are key to preserving the value of every home and every collective amenity for the common good of all condominium members.

The concessions and compromises of condominium living have been succinctly described by the following passage: “Every man may justly consider his home his castle and himself as the king thereof; nonetheless, his sovereign fiat to use his property as he pleases must yield, at least in degree, where ownership is in common or cooperation with others. The benefits of condominium living and ownership demand no less. The individual ought not to be permitted to disrupt the integrity of the common scheme through his desire for change, however laudable that change may be.” Florida’s Fourth District Court of Appeal (1971).

The following rules and regulations for Parkshore Plaza Condominium Association, Inc. will be applied uniformly to all homeowners, their lessees, guests, and invitees. They may be amended or added to by the Board of Directors as needs warrant. Nothing contained in this booklet of community guidelines will serve to take precedence over the condominium documents (Declaration, Articles of Incorporation, and By-Laws) or Florida Statute, and the condominium documents take precedence over any contradictory or interpretive issues. **Revised July 2007.**

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## GENERAL

All homeowners should be familiarized with the content of Article 14 of Parkshore's Declaration of Condominium entitled Occupancy and Use Restrictions. This important article addresses restrictions related to:

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|----------------------------------------|-------------------------|
| • Alterations                          | • Office Suite Use      |
| • Antennas and Satellite Dishes        | • Pets                  |
| • Clothes Lines                        | • Projections and Flags |
| • Commercial Unit Use                  | • Radio Transmittals    |
| • Floor Covering and Sound Insulation  | • Resident Unit Use     |
| • Garbage and Trash                    | • Signs                 |
| • Non-Conforming Vehicles and Trailers | • Window Decor          |
| • Nuisances                            |                         |
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## ALTERATIONS AND STORM SHUTTERS

A great deal of time, effort and careful consideration was employed in designing and constructing Parkshore Plaza. The architects and engineers studied and planned every detailed aspect of the building and homes contained therein. The Association, it's Board of Directors, and all homeowner members have a vital stake in ensuring that the integrity of design and beauty of the community, and thus its value, is preserved. ***For these reasons, any proposed alteration to the condominium or any of its residences must be carefully considered, and prior approval must be sought from the association.***

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1. **Any homeowner who desires to perform any alterations to their unit must request and receive prior approval from the Association using the Association's request form. All required literature, specifications and pictures, as applicable, must accompany the approval request.**
2. **Any homeowner who desires to install storm shutters on their sliding glass doors must request and receive prior approval from the Association using the Association's request form. Shutter installations must comply fully with the Association's storm shutter specifications, including submittal of any and all required test data. A signed and notarized indemnification agreement must be recorded in public records as a condition of approval. Homeowners are responsible for compliance by their contracted shutter installers.**
3. **Approved Storm shutters may be used from when a hurricane warning is issued for our area until 48 hours the warning has been lifted. Under no circumstances may storm shutters be closed for extended periods.**
4. **All contractors working in the building must provide the Association with a Certificate of Insurance listing the Association as an additional insured, a Certificate of Insurance for the Workers Compensation insurance if separate from the Liability insurance and a copy of their Contractor's License.**
5. **Contractors are required to remove all construction debris from the property and are not to use the building's containers. Contractors are not allowed to use Association carts for the purpose of bringing in their equipment and materials.**

**Homeowners, who cause any alterations or shutter installations without the required approval, or installations contrary to any of the approved specifications, will be required to remove the alteration and restore the affected areas to their original condition. For specific guidelines refer to Association approved specifications.**

The windows that are installed throughout Parkshore Plaza are impact resistant and are Miami-Dade PA 201,202 and 203 rated per Florida building codes 1606.1.4:

1. Glazed openings located within 30 feet (9.1m) of grade shall meet the requirements of Large Missile Test.
2. Glazed openings located more than 30 feet (9.1) above grade shall meet the provisions of the Small Missile Test.

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## BILLIARD ROOM

Parkshore Plaza has a nicely equipped billiard room, at the disposal of residents. These use guidelines were created to preserve the equipment and promote its responsible use.

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1. Billiard room equipment (pool cues, chalk, billiard balls, etc.) is not to be removed from the facilities.
2. Residents who use the Billiard room must leave the facility in the condition in which they found it.
3. No food or beverages are to be placed on or near the billiard table.
4. The Billiard room is open for use from 8:00 a.m. until 11:00 p.m.
5. Children under age 16 must be accompanied and supervised by an adult while in the billiard room.

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## CARTS AND LUGGAGE RACKS

Carts and Luggage racks are provided by the Association as a convenience to our residents, and are located in designated area on the first, second and third levels of the building.

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1. Carts and luggage racks are for the exclusive use of residents. ***Please do not allow your service providers or contractors to use the carts or luggage racks.***
2. Carts and luggage racks must be promptly returned to their designated area. Under no circumstances shall carts or luggage racks be left in the elevators or public areas.
3. Care should be used when operating carts and luggage racks in the elevators and doorways to avoid causing damage.

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## COMMON AREAS

This section refers to areas of Parkshore Plaza which are owned, and enjoyed, in common by all homeowners. The establishment of reasonable standards for use of common areas serves to preserve and protect those areas for the benefit of all condominium members.

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1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. ***The personal property of Unit Owners and occupants must be stored in their respective Units or assigned storage spaces.***
3. All balconies must be kept neat and orderly, and each unit owner is responsible for the cleanliness of his/her balconies. Appropriate patio type furniture, plants, and folding chairs are permitted to be kept on balconies. Live plants must either be in leak-proof containers or with waterproof saucers beneath. ***Owners and occupants may display tasteful, temporary holiday decorations, except that nothing may be attached or hung from the railings. Any other items must have prior written approval of the Board of Directors.*** The Board shall have the right and authority to determine what is "appropriate" and what is not, any dispute of which will be subject to enforcement procedures outlined herein.
4. Care must be taken when cleaning balconies such that no water is allowed to escape and run off.
5. No linens, clothes, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, or other portions of the Common Element.

6. Per fire code ONLY electric grills are permitted on balconies.
7. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance onto any of the verandahs or elsewhere in the Building or upon the Common Elements.
8. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition. **Only household refuse is to be deposited in the trash chutes, all other trash including any construction debris are to be bagged and taken to the ground level receiving area for disposal and removed by the contractor. Association containers are not to be used for construction debris. Please note excessive dust from construction material and vacuum bags can set off the fire alarm.**
9. No repair of vehicles shall be made on the Condominium Property.
10. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, agents, visitors or licensees, or pets, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to unreasonably disturb or annoy other residents. Wind chimes are not allowed on balconies.
11. No radio or television, mechanical or electronic installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
12. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Board.
13. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, on the Common Elements, including the parking garage or within assigned storage areas.
14. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. The linings of curtains and draperies which face on exterior windows or glass doors of Units shall white or beige backing, unless otherwise approved in writing by the Board of Directors.
15. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
16. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that the Association or Developer shall have the right to install and maintain community antennae, radio and television cables and lines, and security and communication systems.
17. Children will be the direct responsibility of owners or tenants of the Units in which they are staying, including full supervision of them while within the Condominium Property and include full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the Common Elements and recreational facilities.
18. Bathers are required to wear footwear and cover their bathing suits in lobbies, elevators and any enclosed recreation facilities.
19. Smoking is prohibited in all indoor areas of the Common Elements.
20. The equipment and furnishings of the condominium have been provided for the use and enjoyment of all Owners and their guests. Please use and enjoy them in a responsible manner, and do not remove them from their designated areas.
21. Absolutely no feeding of birds is permitted anywhere on the Association property.

22. A lost-and-found will be maintained by the Concierge. Residents who lose or find articles of personal property on the condominium grounds are encouraged to contact the Concierge. Items turned into the Concierge will only be kept for 30 days.
23. In general and unless otherwise specified, the recreational facilities will be open for use by residents and guests between the hours of 7:00 a.m. and 11:00 p.m.
24. Guests staying in Units overnight or longer in the Unit Owner or Resident's absence must be registered in advance with the concierge.
25. For emergency purposes only; the Association will retain a pass key to each Condominium Unit. If a Condominium Owner alters the lock or installs a new lock on any door leading into his/her Condominium Unit, such Condominium Owner shall provide the Association with a key.
26. The number of persons occupying a Condominium Unit shall not exceed two (2) persons per bedroom in total. Occupancy is defined to mean staying overnight in a Condominium Unit more than thirty (30) days in a six (6) month period.
27. Complaints regarding management of the Condominium Property or regarding actions of other Condominium owners shall be made in writing to the Association. There is a Suggestion/Comment Box at the Concierge Desk for correspondence to the Board of Directors.
28. With respect to all residential units located on the second through twenty-ninth floors of the building all carpeted floors must be covered with pad of a minimum weight designated by the Association. ***Installation of hard-surfaced floor coverings, other than those installed by the Developer, must first be submitted and approved in writing by the Board.***
29. The barbeque grill on the third level is for the use of all residents and can not be reserved. It is important that the barbeque grill is cleaned after each use.

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## Extended Absences

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1. A Unit Owner or occupant who plans to be absent shall be responsible for designating a firm or individual to care for his Unit and furnishing the Association with the name(s) of such firm or individual.
2. It is imperative that all owners or occupants leaving for more than a few days, inform the Concierge of all extended absences; including date of departure, date of return, who, if anyone has access to the unit and all emergency contact information.
3. All furniture, potted plants and other movable objects must be removed from balconies and terraces.
4. The water should be shut off to the unit.
5. The air conditioning should be set at a reasonable temperature and should not be turned off.

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## FITNESS CENTER

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The Fitness Center and all equipment are for the use and enjoyment of all residents. Use standards have been established so that residents may safely share the facilities in cooperation with each other.

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1. The Fitness Center will be available for use 24 hours a day. Please be considerate of the noise level for those residents living above the Fitness Center.
2. Everyone must wear tops and appropriate footwear when using the Fitness Center equipment.

3. Headphones will be required to be used with personal sound producing equipment brought into the Fitness Center should use of the equipment pose an annoyance to other users of the facilities or interfere with activities. Sound producing equipment supplied in the facility must be operated at a reasonable audio level.
4. ***Children between the ages of 12 and 16 may use the Fitness Center equipment, steam rooms and saunas only when accompanied and supervised by an adult. Children under the age of 12 may not use the Fitness Center equipment, steam rooms or saunas at any time.***
5. ***Lockers in the fitness center locker rooms are for temporary use only, the keys must be returned prior to leaving the area. Lockers that keys have not been returned to will be opened and the contents removed.***
6. The air conditioning temperature in the Fitness Center is set and determined by the Board of Directors.
7. Exercise equipment must be cleaned after each use, users are encouraged to have a towel to wipe perspiration and minimize wetting of equipment.

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## **KEY FOBS AND GARAGE GATE REMOTES**

Parkshore's Board of Directors acknowledges that each and every resident of the community, current and future, will desire a private home environment. The policies and procedures relating to the access devices used in the community were designed to promote and protect that environment. To that end, these regulations, which may be amended by the Board from time to time, will be faithfully enforced.

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1. If a homeowner breaks or loses his remote control or key fob, a new one may be purchased from the Association at a cost of \$25. Lost remotes or key fobs must be reported to the concierge immediately, so they can be deactivated.
2. A homeowner with one assigned parking space may purchase a second remote control if he owns a second vehicle that may have occasion to use the assigned garage space.
3. Unit owners with more than two members residing together as an immediate family unit may purchase additional key fobs from the Association at a cost of \$25 per fob. Each resident, twelve years or older, may have their own key fob.
4. ***It is the responsibility of the Unit Owner who leases his unit to provide the lessee with his assigned key fobs and garage remotes. If lessee does not receive key fobs(s) from the Unit Owner, fobs may be purchased at a cost of \$25 for each occupant (twelve years or older) named in the lease, and the key fobs in possession of the Unit Owner will be deactivated for the duration of the rental term.***

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## **MOVE-IN/ELEVATOR SCHEDULING, FURNITURE DELIVERIES**

1. ***All moves into or out of the building must be scheduled in advance with Management and approved. This also includes any furniture deliveries that require the elevator to be padded.***
2. ***All moves into or out of the building are permitted Monday through Friday only, between the hours of 8:00 a.m. and 6:00 p.m. This also includes furniture deliveries. No weekend (Saturday & Sunday) moving or furniture deliveries will be permitted. Please see the Manager for details.***

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## **PARKING AREAS**

Parking etiquette at Parkshore Plaza is an important part of residency. All of the parking spaces contained in Parkshore's gated, enclosed garage are assigned for the exclusive use of individual homeowners. The parking regulations will be vigorously enforced.

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1. All vehicles within the parking structures must be operational and have a current tag.
2. Each Unit will be assigned at least one garage parking space. Garage spaces are for the exclusive use of the Units they are assigned to. The Parkshore Plaza garage is a legally designated tow-away zone. Vehicles parked in another Unit's assigned space will be tagged with a note and if the vehicle is not removed within 24 hours the vehicle will be towed from the property at the vehicle owner's expense.

3. All moving vans must enter from the receiving area in the alley between 3<sup>rd</sup> and 4<sup>th</sup> Avenue N.E. All Deliveries must be scheduled through the Manager or Concierge in advance.
4. Only one vehicle is allowed per parking space.
5. No commercial vehicles, campers, mobile homes, recreational vehicles or boat or other trailers shall be kept on the Condominium Property, except within the commercial parking garage. "Commercial vehicles" shall mean those not designed or used for customary personal/family purposes. In general, vehicles shall have no more than four (4) wheels, two (2) axles, and shall fit within the assigned space. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. This shall not prohibit the parking of otherwise prohibited vehicles in the course of providing services to the condominium property, residents, or the Association.
6. Motorcycles and Scooters are considered recreational vehicles and will be considered on a case-by-case basis by the Board of Directors using the following guidelines.
  - Must be operational, in good condition, and have a current tag & registration.
  - No motorized dirt bikes or similar recreational motor bikes allowed.
  - Must be used for personal/family purposes.
  - Must have acceptable decibel level so as not to be disruptive to other residents.

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## PETS

Pets are important and beloved members of many families, and the Parkshore Plaza community does allow the keeping of certain pets. A vital element of sanctioning pet ownership in a condominium community is establishment of firm guidelines to ensure that one homeowner's right to keep a pet does not infringe on other homeowners' right to peaceful enjoyment of their homes. These standards also serve to protect and preserve the condominium property shared by all owners of Parkshore Plaza.

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1. ***Each unit owner or occupant may keep fish and no more than two (2) household pets in his or her unit, limited to dog(s) or cat(s) with a total combined weight of not more than eighty (80) pounds at maturity, provided that no pets are kept, bred or maintained for commercial purposes and do not become a nuisance or annoyance to neighbors. Pets must be registered with the Association.***
2. Under no circumstances may any exotic pets, such as birds or snakes and other reptiles or any breeds of dog commonly known as a "Pit Bull" or any aggressive dog be permitted on any portion of the condominium property. birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the declaration:
3. ***Pets are not permitted outside of the Owner's Unit unless attended by an adult and on a leash not more than six (6') feet long.*** There are no designated pet walk areas on the condominium property. In no event shall a dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.
4. ***No pets may be kept in or on balconies or terraces when the Owner is not in the Unit.***
5. ***All pets must be registered with the Association.***
6. Pet restrictions apply to all pets brought onto condominium property, whether permanent or transient.
7. With the exception of ingress and egress to the third floor parking garage, under no circumstances are pets allowed on the third floor amenities level.

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## PRIVATE PARTY RESERVATIONS

The Board of Directors of Parkshore Plaza recognizes that from time to time homeowners may wish to utilize the Social Room for private parties. In order to protect these areas from damage and accelerated wear-and-tear, standards and procedures have been established for private party reservations. It is also the intention of the Board of Directors to

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moderate private use of the Social Room so it will be sufficiently available for the use and enjoyment of the full membership.

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1. The use of Common Elements for parties and other gatherings is subject to prior approval of the Association under the conditions established from time to time by the Board of Directors. Residents who desire to reserve the Social Room for a private party will be responsible to comply with all requirements contained in the Parkshore Plaza private party agreement.
2. Only the Social Room may be reserved for private parties. Any resident who desires to reserve the Social Room for a private party must enter into a private party agreement with the Association.
3. A refundable damage deposit is required in advance of the private party, and all associated costs including cleaning charges will be the responsibility of the resident-host of the party. The Association reserves the right to charge for reimbursement of costs associated with the hiring of an attendant to monitor private parties, if deemed necessary at the discretion of the Board of Directors.
4. **Private party reservations may not be made more than three (3) months in advance.** Holidays and major special events are exempt from private party reservations. All private parties must conclude by 12:00 midnight unless extended hours are pre-approved by the Board. There are limitations on music and sound-producing equipment.
5. The Social Room and the Business Center cannot be privately reserved for commercial or business functions. Private parties may not be hosted by non-residents. The resident-host of a private party will be fully responsible for the conduct and actions of his guests, caterers, entertainers, etc. while they are on condominium property.
6. There is no parking available for party guests in the garage; guests must use public parking and enter through the lobby entrance on 3<sup>rd</sup> Street N.E. Maximum number of guests permitted: 60.

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## SWIMMING POOL AND SPA

The swimming pool and spa are subject to inspections and regulation by the Pinellas County Health Department. Many of the following regulations are prescribed by that authority. All are established to maintain the pool and spa, and their use, in a safe and clean manner.

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1. The swimming pool is open from 6:00 a.m. to 11:00 p.m. Residents and their guests use the swimming pool and spa at their own risk, as no lifeguard will be on duty.
2. **Children under age 12 must be accompanied and supervised by an adult at all times while in the pool or pool area.**
3. No glass containers, food, or pets of any kind are permitted in the pool or on the pool decks. No food may be consumed in the pool or on the deck immediately surrounding the pool.
4. Headphones are required for radios or other sound producing equipment at the pool areas except during Association authorized scheduled activities.
5. No cut-off jeans or shorts may be substituted for swimwear.
6. All persons must shower to remove all lotions, oils and/or soap residue before entering the swimming pool or spa.
7. No one is allowed in the pool with an open cut or skin infection.
8. Cover deck furniture with a towel when using suntan lotion or oil.
9. No substances such as soap, shampoo, etc., may be used in the shower or pool.
10. Please return deck furniture and umbrellas to their original positions after use. Deck furniture is not to be removed from the pool area. Deck furniture can not be reserved.
11. Incontinent persons and children who are not toilet trained must wear tight fitting rubber briefs/pants if taken in the pool.

12. Bathing loads as posted for the pool and spa must be observed.

13. Absolutely NO DIVING in the pool at any time.

**14. No children under the age of 12-16 are permitted in the spa. Maximum water temperature: 105 degrees. Pregnant women are not to use the spa.**

15. The fireplace is operated by a remote control which can be signed out from the Concierge desk.

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Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations, which from time to time may be adopted, and the provisions of the Declaration, By-laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-laws, provided the following procedures are adhered to:

PLEASE REFER TO THE BYLAWS OF PARKSHORE PLAZA – Section 5. Fining Procedure for Enforcement of the Condominium Documents; Fees.

Non-exclusive Optional procedure: These fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore, and good cause shown in the sole opinion of the Board.

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The Parkshore Plaza Board of Directors wishes to thank The Florencia Condominium Association, for sharing their guidelines and restrictions document from which we liberally borrowed.