

**Rules and Regulations for the Bayfront Tower Condominium Residential Association**  
**Approved: June 19, 2017**

**I. Preamble**

These Rules have been approved by the Bayfront Tower Condominium Association Residential, Inc. and apply to all owners, occupants, lessees, guests, agents and invitees. These Rules are subject to the Declaration of Condominium and By-Laws of the Association and all applicable local, state and federal laws and regulations.

**II. Definitions**

**Association** shall mean Bayfront Tower Condominium Association Residential, Inc.

**BFT** shall mean Bayfront Tower, 1 Beach Dr. S.E., St. Petersburg, FL.

**Board of Directors** shall mean the duly elected board of directors of the Association, as an entity and, with respect to protection against liability, each director individually.

**By-Laws** shall mean the By-Laws for the Association.

**Concierge** shall mean the person at the front desk and authorized to be in that position in the lobby of BFT.

**Connect** shall mean the web site maintained by BFT's current management company, First Service Residential and shall include such web site as may be maintained in the future for the benefit of BFT Residents.

**CROO** shall mean the Contractors' Requirements Owners' Obligations rules which are of equal force as these Rules but are in a separate document.

**Declaration** shall mean the Declaration of Condominium for the Association.

**Family Member** shall mean a person related by blood, marriage or adoption.

**Management** shall mean the building manager for BFT or any authorized employee or supervisor of the building manager.

**Owner** shall mean the legal owner of a unit.

**Resident** shall mean the authorized occupant of a unit, including but not limited to the Owner, but shall not include any party hired or employed by a resident whether for personal or commercial purposes.

**Rules** shall mean these rules, as amended and approved.

**Unit** shall mean a residential unit at BFT and, where the meaning allows in the Declaration or By-Laws, a commercial unit also.

### **III. Absences**

Residents shall:

- Notify Management in advance of any period when a unit will be vacant for 14 consecutive days or more.
- Notify Management and provide reasonable contact information for and about any non-resident or non-owner who will occupy a unit, when the owner is not present, for 24 hours or more.

### **IV. Access**

Residents shall:

- Keep all exits, public area doorways and stairways clear of obstruction for ingress and egress.
- Not alter any lock or install a new lock on any door to a unit absent the written consent of the Board of Directors.
- Be responsible for any costs incurred by the Association in gaining access to a unit.

Residents may:

- Enter their Family Members and friends into the Connect data base for their particular residence. These visitors will not be required to sign in and a courtesy phone call will only be made if the Resident has requested it and it is noted in Connect. Residents may also provide a completed authorization form to the Concierge who will enter the information into Connect. If no notice of a visit has been given to the Concierge by a Resident, a guest will be required to sign in and will only be admitted after authorization from a Resident.

Residents shall:

- Enter into Connect or provide in writing to the Concierge, all guests who are invited and expected to attend any approved function or any social event in a unit. No phone calls will be made prior to admission of registered guests unless so requested by the Resident host and previously noted in the Connect data base.
- Enter into Connect and submit to the Concierge in writing on a form approved by Management all regularly scheduled visitors such as contractors, nurses, trainers, etc. going to a particular unit or common area (e.g. fitness room.) Such visitors will be required to sign in; a call to the inviting Resident will be made only if so

requested. The sign in sheet must be completely filled in at the time of each visit.

- Enter in Connect or notify the Concierge of any single-time visitor who is not a Family Member or personal friend. These guests must sign in and a courtesy call will be made to the host Resident only if so requested. All parts of the sign-in sheet must be fully completed by such visitor each time a visit occurs.

Upon application to the Board of Directors, through Management, a rule variation may be granted in cases where this rule creates a hardship for the Resident with regard to caregivers only.

## **V. Balconies**

Residents shall:

- Limit items kept on balconies to patio furniture, electric grills, plants and folding chairs.
- Secure, or remove, all items from a balcony in extreme weather or whenever there has been a hurricane warning

### Not:

- shake or hang any item from any exterior window, door, balcony, or upon any part of the common elements.
- attach anything to the outside wall or balcony, without the written consent of the Board of Directors.
- allow anything, including liquids, to be dropped, thrown, or swept from the balcony, including, but not limited to, liquid overflowing from plants being watered.
- obstruct the view of a neighboring unit by placement of personal property on the balcony.
- use any open flame grill on the balcony.
- affix anything to the railings, except holiday decorations which otherwise comply with this rule are permitted for a temporary period of four (4) weeks before or one (1) week after the holiday. (See Hallways for the approved holidays.)
- damage or penetrate the balcony, walls or railings.
- affix any decoration, flag or banner in a manner, which allows them to extend beyond the balcony railing, including protruding flagpoles in accordance with Florida Statute 718.113(c)(4), as may be amended, "Any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day,

may display in a respectful way portable, removable official flags not larger than 4 ½ feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard...” Accordingly, residents may display a flag no larger than that which is permitted by Florida Statute on the resident's balcony provided it is either hung vertically and parallel to the balcony railing or flown from a pole which is securely grounded and attached to a weighted container placed on the balcony floor, with flag, pole and weighted container all completely inside the perimeter of the balcony.

## **VI. Carts and Luggage Racks**

Residents shall:

- Obtain permission from the Concierge before removing any cart from the building premises other than for loading or unloading a vehicle on a city street surrounding the building.
- Return all carts and luggage racks to the lobby or floor where it was loaded via the service elevator immediately upon unloading contents in the resident's unit. No cart is to be kept in a unit for continuous use.
- Use only the service elevator for large carts and luggage racks or flatbed carts.
- Return unattended carts and racks in the service elevator only, except that attended small carts may be returned in any elevator to the lobby or floor from which it was removed.

## **VII. Elevators and Deliveries**

BFT has four (4) main elevators. Three (3) elevators are for passenger use only and one (1) elevator is a service elevator.

Passenger elevators shall not be used for the following, unless the service elevator is out of service or not-available for Resident use:

- Residential moves in or out.
- Deliveries that require more than one elevator load.
- Deliveries of large or bulky packages and items.
- Using large shopping carts, the flat bed or the garment rack for transporting items (See Carts and Luggage Racks).
- Contractors, workmen, repairmen and housekeepers hired by residents or by the Association (See CROO).
- Residents with bicycles or those wearing spiked or cleated shoes of any sort, e.g. bike shoes or golf shoes.

Residential moves and any deliveries requiring more than two elevator loads must be scheduled with Management at least one week in advance.

- Scheduled Residential moves will have precedence over all other multi-load deliveries.
- Scheduled uses of the service elevator and contractors use of the service elevator is limited to non-holiday weekdays, between 8:30 AM and 5:30 PM. Service elevator access and egress must be through the exterior door located in the breezeway.
- Owner is responsible for any damage to the building, carpeting or elevator interior resulting from any service personnel using the elevator on their behalf, or on behalf of a tenant for a unit that is rented. This refers to damage that is a result of negligence or accident. In the case of leased units, unit owners are responsible for all damages to the elevator caused by tenant or tenant's service personnel.
- Movers and others using the elevators must not prop the door open.
- The elevator cannot be reserved for the exclusive use of any resident, although during a move, the service elevator may be limited to movers and contractors, with others using passenger elevators.

### **VIII. Emergency Rules**

Residents shall:

- Familiarize themselves with fire evacuation procedures and the locations of fire alarms, fire extinguishers, defibrillators and exits.

### **IX. HALLWAYS**

Residents may:

- Place personal unit entrance decorations (or holiday decorations) only in the entrance alcove for the unit (which is approximately 2½ feet on either side of resident's unit door), provided such decorations do not obstruct hallway egress and are consistent with the provisions of the Florida Fire Prevention Code. Holiday decorations may be displayed for a period of not more than four (4) weeks prior to and one (1) week after the holiday. Holiday displays are for holidays

recognized by Florida Statutes for the following holidays only: New Years, Valentine's Day, Easter, Passover, Fourth of July, Halloween, Thanksgiving, Christmas, and Hanukkah.

- Not place the following in the hallways:

Flammable items or objects that are likely to fall onto the floor, cause tripping or otherwise imperil egress from units or through corridors during an emergency, or any other personal items that are deemed by the Building Manager pursuant to Fire Marshall guidelines, to be inconsistent with the Florida Fire Prevention Code.

## **X. Noise, Disturbances and Endangerment**

Residents shall not:

- Make or permit any disturbance, odor, smoke or noise anywhere in the building by a person or animal, resident's family or invitee, employee, agent, visitor or licensee, that will interfere with the reasonable right, comfort, or convenience of any other Resident.
- Engage in behavior that endangers other residents or visitors to BFT.

## **XI. Packages**

Packages delivered for residents will be accepted by the Concierge and will be delivered to the resident's unit subject to the following:

- Packages of a size or weight that, in the judgment of Management, cannot comfortably be delivered or which might, if left in the Management office or in a hallway, be disruptive to safety or passage, will be rejected by the Concierge.
- Staff will try to deliver packages to the Resident. If the Resident is not home, the package will be, based upon the Resident's election, left in the hallway, in the Resident's Unit, or held in the Management office. Packages that are in the building for 7 days and not picked up will be returned to the sender unless permission has been given to place them in the Resident's unit.
- Packages left in the hallways must be removed by the Resident by 8 a.m. the day following delivery or the package will be subject to being removed and put in the office to be picked up or returned as per these Rules.

- Management is not responsible for loss, spoilage or damage to the contents of any package.

## **XII. Parking and Garage**

### Parking:

Residents shall:

- Park only in the space assigned to his or her unit, and only within the boundaries of the assigned space.
- Not have inoperable vehicles in parking space.
- Not park any vehicle not displaying a current license tag.
- Not park any prohibited item which includes, but is not limited to boat, water equipment, canoe, other watercraft, trailer, etc. and not utilize a parking space for storage of any kind other than resident-owned vehicle conforming to these rules.
- Be liable for towing costs for any vehicle requiring towing to correct a violation.
- Leave a key at the Concierge to be used for valet services or when it is necessary to move the car for an emergency.
- Not park in any way that restricts the flow of traffic.
- Not bring any vehicle into the garage, which exceeds 6000 pounds in weight, 6'8" in total height, or is longer than the lines limiting the parking space.
- Use the garage, including valet service, at one's own risk. Damage to any vehicle, regardless of cause, is to be reported to the owner's insurance company, by the owner.
- Remediate any leak from oil or other liquid as soon as possible after notification. If professional clean up by others is required or desired, residents shall request it from the office. The resident will be responsible for the cost of remediation and may be required to pre-pay remediation expenses.
- Be allowed to rent garage space in the building from a Resident who does not use his or her assigned space. Such rentals are restricted to building residents only. Anyone who rents a parking space is subject to these rules and regulations. Residents must file a notice with Management for each rental of a garage space, including the name of the person whose assigned space is being rented, name of the person renting the assigned space, address, type of vehicle, year and license plate number and duration of rental.

- Only allow access to the parking garage to non-Residents, limited to Family Members, who have been pre-registered with the Concierge.
- Contractors, nurses, therapists, housekeepers, trainers and personal assistants are not allowed into the garage with a Resident's fob.

#### Garage entry and exit:

Residents shall:

- Always trigger the gate with the security fob whether the gate is open or closed.
- Obey signs, stop signals, speed limit, and use headlights when driving in the ramp or garage.
- Yield the right of way, when driving a vehicle up to a vehicle being driven down.
- Not walk on the ramp.

### **XIII. Pets**

Pet rules are established to provide for the health, comfort, safety, and general welfare of all residents. A pet is not to become a nuisance or annoyance to other occupants in the building.

Residents shall:

- Keep no more than one dog or one cat as allowed in the governing documents (see note below), or fish or caged domestic (household-type) bird in or about the condominium property units; however no exotic animal, nor reptile or wildlife may be kept in or about the condominium property; Provided that: it is clearly understood that the keeping of a pet at BFT is a conditional license subject to revocation (See Enforcement).
- Provide a current rabies vaccination certificate on file with the office for each dog or cat kept within the unit with copies of renewed certification as the old one expires.
- Not breed or maintain any household pet for commercial purposes.
- Transport any dog or cat on leash, held in arms or in a pet carrier, primarily via the service elevator; however in the event the service elevator is not reasonably available or conditions on the service elevator are not suitable for pet transportation, pet on a leash, contained in a carrier or held in arms may be transported in passenger elevators provided any resident already on the elevator does not object, and in the event of an objection, the pet and pet



owner shall take the next available passenger elevator, subject to this rule.

- Control their pet so that the pet does not urinate or defecate in common areas. Any soilage is the responsibility of the pet owner to clean up and/or pay the association for any related costs to clean up the soilage.
- Not permit dog or cat outside of a unit unless attended by an adult and on a leash of not more than six (6) feet long.
- Not allow pet on a balcony of a unit when the resident is not present.
- Not bring pet to the recreational areas of the condominium.

In the event there is a violation of a rule or regulation regarding pets, the Association shall be entitled to all its rights and remedies, including, but not limited to, the right to fine unit owners and the right to revoke the conditional license to have a pet in the condominium, and may require the owner to remove the offending pet permanently from the condominium property.

#### **XIV. Pool and Recreation Facilities**

##### Pool and Grills:

Residents shall:

- Use the pool only between the hours of 5 a.m. and 11 p.m.
- Use the pool at Resident's own risk
- Shower before entering the pool
- Obey posted signs, such as "No Diving"
- If under the age of 14, not use the pool unaccompanied, or permit a guest under the age of 14 to use the pool unaccompanied
- Not take food or drink into the pool
- Not use breakable glassware on the 29<sup>th</sup> floor
- Use footwear and bathing suit cover-ups when re-entering the building or elevators and only enter the building or elevators when dry.
- Make sure that swim diapers or incontinence briefs are worn in the pool if required.
- Reserve the grills with the Concierge
- Leave the pool and grill areas clean, with utensils and chairs properly placed

### Fitness and Game Rooms:

- Use is limited to Residents and their guests. Use by Residents under age 18 (Fitness Room) and under age 12 (Game Room) must be under the supervision of a person age 18 or older.
- Use of the facility is at user's own risk
- Hours: 5 AM to 11PM
- Use equipment and games quietly; do not bang or drop weights
- Wipe equipment after use
- After use, return equipment to its proper place

### **XV. Sales and Leases**

Residents shall:

- Notify Management when a unit is first offered for sale, whether or not it is listed with a broker.
- Not lease any unit for a period of less than twelve months absent approval of the Board of Directors due to special circumstances such as temporary leases to current residents who are moving within BFT or remodeling.
- Submit a completed lease or contract for sale to the management office for approval at least 14 days prior to the start of the lease or the closing date of the sale.

### **XVI. Signage**

Residents shall:

- Not, unless authorized by the Board of Directors, exhibit, display, inscribe, paint or affix any sign, advertisement, notice or other lettering on or upon any part of the condominium property, or in, on or upon any part of the condominium unit by any Resident where such signage is visible from outside the resident's unit; however this does not preclude the Board of Directors from authorizing or affixing certain signs, notices and other letterings.

### **XVII. Smoking**

Residents shall:

- Not use smoking products or generate smoke on balconies or elevators, on the 29<sup>th</sup> floor, in the garage, in any Common Area, or anywhere other than within a Resident's unit, except that smoking is permitted only on the northeast corner of the 28<sup>th</sup> floor veranda.
- For the purpose of this Rule, "Smoking" shall include smoking or the generation of any vapors from devices that simulate or replace traditional smoke producing products.

### **XVIII. Storage**

Residents shall:

- Store personal property including, but not limited to, ~~a cart,~~ carriages, or bicycles only in resident's condominium unit or designated unit storage area. Bicycles may also be stored in the bicycle rooms or in designated bicycle racks in the garage.
- Register all bicycles with Management and maintain a current registration sticker on all bicycles.
- Not store any flammable liquids on the premises except when kept in the original container, closed, and limited to use for personal purposes such as household cleaning products.

### **XIX. Trash Disposal/Recycling Rules**

#### Recycling

Recycling is limited to the following items according to City of St Petersburg Sanitation Department

- Papers including newspapers
- 100% CLEAN Aluminum Cans
- 100% CLEAN Glass Beverage or Food Containers
- 100% CLEAN Plastic Beverage Bottles with the following codes #1 through #7
- Corrugated cardboard mailing or packing boxes

#### Household trash and kitchen garbage – Non-recyclable

Normal household trash and garbage must be bagged and tied in plastic kitchen trash bags not to exceed 33 gallons and deposited in the trash chute. Items such as the following are considered household trash and are not to be placed in the recycle boxes.

- Diapers
- Styrofoam
- Paper Towels and Tissues
- Empty Pizza, Frozen Food, Cereal and Similar Boxes
- Paper Milk and Juice Cartons
- Empty Medicine Containers
- House Plants and Cut Flowers

### Special handling items

Notify Management before leaving items such as the following in trash room.

- Oversized items
- Paint
- Fluorescent Bulbs
- Television Sets
- Computers and Printers
- Other Electronics
- Batteries of Any Size
- Any hazardous material

### **XX. Window Treatments**

Residents shall:

- Not use any drapery, blind or other window treatment visible from the exterior of the unit, unless said materials are solid neutral colors.
- Not place any aluminum foil or other reflective materials in any window or glass door, which is visible from the exterior.

### **XXI. Enforcement and Remedies**

#### General Provisions:

- Owners and violators are responsible for all acts of occupants of such Owner's unit and all enforcement provisions apply to violators and Owners.

- Enforcement actions are not exclusive, i.e. more than one action may be taken in response to a violation of the Rules.

#### Management and Board Action:

- Management shall investigate any reported violation of the Rules and if Management, or subsequently the Board, concludes that a violation has taken or is taking place, Management shall contact the violator and request that the violation cease within such time as Management determines is reasonable.
- If the violation has not ceased and any harm is not remedied within the allotted time, the violator(s) will be given a written “Notice of Violation”. The Board may take action such as the imposition of a fine, suspension of rights to use the common elements or common facilities or other corrective action, in addition to assessing liability, as it deems reasonable, provided, however, that the violator(s) shall be afforded such notice and opportunity for a hearing as is set forth in Florida statutes, §718.303(3): “(b) A fine or suspension levied by the board of administration may not be imposed unless the board 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. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the board. If the committee does not agree, the fine or suspension may not be imposed.”
- In addition to fines, Owners and violators will be liable for the costs to the Association of any required or beneficial remediation that is needed, in whole or in part, due to the violation of the Rules.
- The Board shall establish a Compliance Committee as described in Florida Statutes §718.303(3), set forth above, to provide a hearing if requested.
- The procedures to be followed and the role of the Compliance Committee shall be as set forth in applicable statutes.

#### Other Enforcement Actions and Remedies:

- Without limiting such other enforcement or remedial action that may be available, in addition to fines, the Board may require removal of offending signs, banners, flags, hallway furnishings, or other offending material, may initiate legal action, tow vehicles, and may revoke the conditional license given to Residents to maintain pets.