

RULES AND REGULATIONS FOR THE GULFBAY PASS-A-GRILLE CONDOMINIUM ASSOCIATION

Introduction

The following rules and regulations have been compiled and adopted by the Board of Directors of Gulfbay Pass-a-Grille Condominium Association from the Declaration of Condominium and its exhibits.

These rules are written as a supplement to the Declaration and should a conflict arise in the interpretation of the original documents, the purpose of the Declaration of Condominium shall have control.

Property Management

**MC Homes Realty Inc.
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Parking

- **The parking lot on the west side of the building is a common area, owned and controlled by the Association. Parking spaces may be used as needed for contractor work (for example roofing, paving, etc.).**
- **Each unit has been assigned a parking space with a number and cannot be reassigned without the Board of Directors' approval.**
- **No trailers, mobile homes, campers, buses, boats, or commercial vehicles (including marked vendor vehicles like AC Repair) shall be parked on the property.**
- **Vehicles that do not extend into the alley and do not exceed width impacting vehicle parking on either side are allowed.**
- **Parking is also allowed at the end of 17th east of PAG Way without fear of ticketing. The church parking lot south of the building can also be used where an optional donation can be placed in the box there.**

Common Areas

- **The common elements of the condominium property shall not be obstructed in any manner and shall be kept free and clear of rubbish, debris, and other unsightly or unsanitary material.**
- **Garbage (bagged and sealed) shall be deposited in the containers provided keeping covers tightly in place. Contractors are not allowed to leave material in the containers and must take discarded materials with them. Large items like furniture should be set aside and coordinated by the unit owner with trash collection for pickup (may be a charge).**
- **Smoking is prohibited in all common areas including stairs, walkways, the storage room, the laundry room, and the elevator. Externally, smoking is prohibited on the property, including the parking lot.**
- **Unauthorized digging or affecting changes to the landscaping and foliage is prohibited.**
- **Fire exits shall not be obstructed in any manner.**
- **No combustible or explosive substance shall be kept in any unit, storage area or upon the common elements of the condominium property except such substances that are required for normal use.**
- **Property Management must be notified when anything is amiss in these areas.**

Unit Sales

- **No 'For Sale' signs or other displays of advertising are allowed on the condominium property.**
- **A unit owner intending to make a bona fide sale of a condominium unit shall give Property Management written notice of such intention together with the name and address of the intended purchaser and other information as required by the association. Contact Property Management for the latest forms and fees used for this.**

Unit Leasing

- **No 'For Rent' signs or other displays of advertising are allowed on the condominium property.**
- **Leased units are the responsibility of the unit owner, and each lessee must be provided with the rules and instructions to follow them.**
- **Prohibiting or allowing small pets for leased units is the responsibility of the unit owner per lease agreement.**
- **No lease shall be for less than thirty (30) days per St Pete Beach rules. However, St Pete Beach allows any unit owner to lease for less than thirty (30) up to three times in a calendar year.**
- **At the end of the lease period, the tenant must vacate unless a new lease agreement has been submitted and approved by the Board of Directors. Extended leases do not require an additional fee.**
- **A copy of the properly documented lease agreement shall be forwarded to Property Management allowing that the lease will be approved two weeks prior to the start of the lease.**
- **Tenants shall not move into the unit without the approval by the board. If a tenant moves into a unit prior to the approved start date, the unit owner will be charged \$25 per day until the approved start date.**
- **All provisions of the Declaration of the Condominium shall be applicable and enforceable against any lessee to the same extent as against the unit owner. No lease shall release or discharge the unit owner from compliance with obligations as the unit owner.**
- **If the unit becomes prematurely vacant while being leased, the unit may not be occupied by anyone for the remainder of the lease, except the unit owner and family.**
- **There shall be no subleasing and the unit owner designates Property Management as an agent with the power to terminate a lease for violations.**

Balconies

- **Balcony and porch areas cannot be used for storage.**
- **Towels and clothing may not be hung over railings.**
- **Clotheslines on balconies are not allowed.**
- **No unit owner or tenant shall throw, sweep, or allow to fall, articles from the balcony onto the common area or balconies below.**
- **All shades for west facing balconies or porches shall be light brown, lightweight and installed on the inside of the railing.**
- **No other articles shall be attached to, erected upon, installed, affixed to the exterior walls, doors, or roof of a unit balcony.**
- **Gas or charcoal grills are prohibited.**

Elevator

- **Notify Property Management of any problems regarding the operation of the elevator.**
- **The emergency phone in the elevator should always be active and is checked monthly, but as a precaution having your cell phone with you is a good idea.**

Laundry Room

- There is no dying of clothes in the laundry machines. Offenders will be responsible for damage, repairs, and replacement costs.
- The dryer filter should be emptied after each use.
- Always use proper detergents and good housekeeping rules.
- Storage for laundry items for each unit is allowed on the shelves and items should be marked with a unit number.
- Place all laundry related trash in the container provided.
- Notify Property Management of any problems regarding the operation of the laundry room machines.

Storage Room

- The compartments in this room are intended for use by the one bath units (2,3,6,7,10,11).
- Owners and tenants of two bath units (1,4,5,8,9,12) have storage closets.
- The storage room is also used for access to the roof and every unit owner should have the key.
- The storage bins are constructed using fire retardant material, so any items stored on top of the bins pose a fire hazard and should be stored elsewhere.
- Tenants in leased units must have access to the unit storage specified in the lease agreement with the unit owner.

Unit Owners

- **No unit owner or tenant shall make any disturbing noises, or permit anything that will interfere with the rights, comforts or conveniences of other owners or tenants.**
- **Unit owners and their tenants are prohibited from entering or occupying other units without expressed permission of the unit owner or tenant, including unit balcony areas.**
- **Washing machines and dryers are prohibited in units unless the appliance is vent-less and has Board approval.**
- **Do not place anything in toilets, tubs, showers, or sinks that may clog drainage shared with other units.**
- **Coordinate with Property Management if you need to interrupt water or electric service to the unit as this may impact other units.**
- **Each unit may be occupied for single family, residential purposes only.**
- **Each unit owner shall optionally supply a key or entry code to the unit to the Board of Directors. This will only be used for entry in emergency situations or otherwise at the request of the unit owner.**
- **No unit owner is allowed to confront or discharge contractors or maintenance personnel that are on-site at the request of Property Management or the Board of Directors. Contact Property Management for all conflicts.**

Contracted Work

- **These conditions are the responsibility of the unit owner to convey to all contractors.**
- **No construction material stored in the parking lot or other common areas.**
- **No parking of large vehicles in the parking space assigned to the unit where the work is being performed, including large pickups.**
- **All work may only be performed between 8am and 5pm Monday through Saturday.**
- **Any need to interrupt water or electricity is to be Coordinated with Property Management.**
- **Pouring foreign material like paint, caulk or grout into the drainage system is prohibited.**
- **Any mess to the common areas (walkways and elevator) needs to be cleaned up at the end of each working day by the offending contractor(s).**
- **Trash is to be taken from the property and not deposited in the trash containers used by members of the association.**
- **Use only sidewalks, walkways, stairs, or the elevator traversing to and from the unit being worked on. Moving heavy objects and hand carts across the landscaping is prohibited.**
- **Damage to common areas by contractor activity is the responsibility of the unit owner to repair.**
- **Unit owners where contractor work is being performed must be respectful to other owners and tenants.**

General

- Any unit owner requesting to speak to or comment on any specific item listed in the agenda of any meeting of the Association shall submit, in writing, the statement or comments he or she desires to make at the meeting to Property Management at least 24 hours prior to the opening of the meeting. The speaker will be allowed a maximum of three (3) minutes for his/her comments.
- Unit owners wishing to have items placed on the agenda must do so one week prior to the meeting of the Association and the agenda item must be in writing addressed to Property Management
- None of the rules shall be avoided in any manner, except with prior written consent of Property Management for a temporary exemption. Other unit owners must obtain separate exemptions for all exceptions.
- Unit owners who violate these rules may be responsible for all costs incurred by the Association, including court costs and attorney fees in the process of rectifying the non-compliance. These costs may also include the removal of articles, vehicles, and substances from the condominium property found to be in violation of these rules.
- To implement the provisions of Paragraph 17.4 Fines, of the Declaration of Condominium, the following procedure is adopted:

The party against whom the fine is sought to be levied shall be afforded an opportunity for a hearing after reasonable notice of not less than fourteen (14) days and said notice shall include a statement of date, time, and place of the hearing. A statement of the provisions of the Declaration of Condominium Association Rules and Regulations which have allegedly been violated, and a short and plain statement of the matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide a written or oral argument for all issues involved and shall have the opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a committee of other unit owners.