



## Rules & Regulations

**REVISED & APPROVED: March 27, 2019**

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 has been 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 each home and every collective amenity for the common good of all condominium members.

The following rules and regulations for the **Florencia, A Condominium** ("Florencia") will be applied uniformly to all Residents. For these purposes, the term "Resident(s)" will be defined to include any or all of the following: Unit Owners, Business Unit Owners, Registered Occupants, Lessees, Guests, and Invitees. If, through unintentional omission, any one of these terms is used, it will mean to imply the term "Resident". Rules and Regulations are drafted and enforced balancing the quiet enjoyment of an individual's residence as it impacts the quiet enjoyment by their neighbors. They may be amended or added to by the Board of Directors of the FLORENCIA OWNER'S ASSOCIATION, INC. (the Association") as needs warrant. Nothing contained in this booklet of community guidelines will serve to take precedence over the Association's condominium documents (its Declaration of Condominium, Articles of Incorporation, and By-Laws) or Florida Statute, and these condominium documents take precedence over any contradictory or interpretive issues.

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### Section I: GENERAL

All Residents should be familiarized with the content of Section 17 of the Florencia's Declaration of Condominium, entitled Occupancy and Use Restrictions, as well as the current Rules & Regulations. This important section addresses restrictions related to:

- Occupancy restrictions
- Children
- Pets
- Alterations
- Use of Common Elements
- Nuisances
- No Improper use of Condominium Property
- Floor Coverings and Sound Insulation
- Exterior Improvements; Landscaping
- Commercial/Recreational Vehicles/Trailers
- Relief by the Association
- Changes in Permitted Uses
- Business Units

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### Registering infractions of these Rules & Regulations

- a. Please see Section XIII for guidance, expectations and mechanics of reporting infractions.

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### Section II: NOTICE TO THE CONCIERGE

1. **IMMEDIATE NOTICE TO THE CONCIERGE IS REQUIRED** for:
  - a. Leaks or spills that are likely to not be contained within the unit;
  - b. Fire/Smoke: sufficient to set off the unit alarm, even if the cause is contained;
  - c. Medical Emergencies: Call 911, and then notify the Concierge;
  - d. Any maintenance or housekeeping issue in a common area.
2. **Notify the Concierge in advance** for:
  - a. Guests staying longer than overnight;
  - b. Guests using the unit when the owners are not in residence;
  - c. Contractors/Vendors scheduled for repair or renovation;
  - d. Large item deliveries, such as furniture;



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- e. Move In / Move Out (minimum of 72 hours advanced notice);
  - f. Any repair which:
    - i. will make noise detectable outside the unit, or
    - ii. involves plumbing or flooring or change in floorplan;
  - g. Any unit Modification/Addition/Improvement/Renovation (Board approval required);
  - h. Sale/Transfer of Unit Ownership (Board approval required);
  - i. Lease/Rental of Unit (Board approval required).
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### Section III: PETS

Pets are important and beloved members of many families, and the Florencia 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 Resident's right to keep a pet does not infringe on other Residents' right to peaceful enjoyment of their homes. These standards also serve to protect and preserve the condominium property shared by all Residents of the Florencia.

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- 1) Each Resident may keep no more than a TOTAL of two (2) household pets capable of vocalizations in his or her Unit, limited to dog(s), cat(s), and bird(s).
  - 2) Total combined weight of all pets shall not be more than eighty (80) pounds at maturity and no single pet may weigh more than fifty (50) pounds.
  - 3) No pets are to be kept, bred, or maintained for commercial purposes.
  - 4) Pets must not become a nuisance or annoyance to neighbors by either a) sound (including but not limited to barking, calling, etc.) or b) behavior (including but not limited to sniffing, licking, growling, jumping or biting) or c) smell.
  - 5) While on/in any common or limited common areas of the condominium property, pet owners are required to immediately clean up after their pets and properly dispose of the waste.
  - 6) Business Units are not allowed to keep pets.
  - 7) Reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property, including the Units.
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- 8) Pets shall not be permitted outside of the Owner's Unit unless attended by an adult. Dogs and cats taken outside of the Owner's Unit must be on a leash not more than six (6) feet long.
- 9) While on/in any Common or Limited Common Elements of the condominium property, pet owners are to keep their pets from approaching any other person, unless contact with the pet is initiated by that person.
- 10) There are no designated pet walk areas on the Florencia property, including the third-floor green areas.
- 11) In no event shall a pet ever be allowed to be walked or taken on or about any recreational facilities contained within the Florencia property.
- 12) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration Section 17.3 which states that bird(s) is/are not kept on Limited Common Elements (Verandahs, Terraces) and does not become a nuisance or annoyance to neighbors.
- 13) No pets may be kept in or on verandahs when the Resident is not in the Unit.
- 14) All pets must be registered with the Association.
- 15) Pet restrictions apply to all pets brought onto condominium property, whether permanent or transient.
- 16) Residents are responsible for compliance with these pet rules by any family, friends or vendors asked to care for the Resident's pet.
- 17) Pets and elevators
  - a) Pets must be transported in the service elevator, unless it is out of order
  - b) If the service elevator is out of order, the pet/pet owner may use the passenger elevator where pet owners and non-pet owners will observe pet etiquette, defined as follows:
    - i) The pet owner enters an elevator with no passengers, or the elevator occupants agree to have the pet ride with them.
    - ii) Once the pet/pet owner is in the passenger elevator, other Residents entering the elevator have the option to either ride with the pet/pet owner or wait for the next elevator.
    - iii) The pet owner is responsible for prohibiting the pet from approaching other passengers, unless that resident asks permission of the pet-owner to approach the pet.



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18) Pets may enter the building through the front door only from dusk to dawn. They must still abide by the existing requirements to be on a leash and be transported using only the service elevator.

19) Pets must never be transported in the Condominium grocery carts.

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### Section IV: COMMON ELEMENTS

This section refers to areas of the Florencia which are owned, and enjoyed, in common by all Residents. The establishment of reasonable standards for use of the Common Elements is to preserve and protect those areas for the benefit of all condominium Residents. *See §§ 2.10, 2.21 of the Declaration*

- 1) The sidewalks, entrances, passages, lobbies, 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 sidewalks, entrances, passages, lobbies, hallways, and like portions of the Common Elements shall not be used as recreational areas for pets or children. The residential lobby located on each floor of the Florencia will not be used for recreational pursuits, ball games, bike riding, etc., as these Common Elements are only for the purpose of entering or leaving residential Units.
- 3) Residents shall not hold, sponsor, or participate in events that give building access to large numbers of people who are not known to the Resident. This includes, but is not limited to, estate sales, open houses (such as for real estate purposes or public social or fundraising events) and any other like event.
- 4) The personal property of Residents must be stored in their respective Units or Limited Common Elements (Verandas or storage units). Residents may display tasteful seasonal door wreaths on their Unit doors provided no nails, screws, or other fasteners, which would penetrate the door surface, are used.
- 5) All verandahs/terraces must be kept neat and orderly, and each Resident is responsible for the cleanliness of each respective Unit's Verandahs. Appropriate patio type furniture, plants, and folding chairs are permitted to be kept on verandahs/terraces. Live plants must either be in leak-proof containers or with waterproof saucers beneath. Residents may display tasteful, temporary holiday



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decorations on verandahs and terraces, except that nothing may be attached or hung from the railings. The Board shall have the right and final authority to determine what is "appropriate" and what is not. Any dispute will be subject to enforcement procedures outlined herein.

- 6) 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, verandahs/terraces, or other portions of the Common or Limited Common Elements.
- 7) Electric grills are the only type of cooking grill permitted on verandahs.
- 8) All furniture and decorations on the unit verandahs and terraces must be secured inside the unit in the event of inclement weather, such as hurricanes.
- 9) No Resident shall permit anything to fall from a window or door of the Condominium Property, nor be swept or thrown from the Condominium Property. This includes cigar/cigarette butts/ashes and any other refuse from smoking.
- 10) 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 followed. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
- 11) Employees of the Association's management company or any of their vendors are not to be sent out by Residents for personal matters or errands. The Board of Directors shall be solely responsible for directing all employees of the Association through the building manager.
- 12) No repair of vehicles shall be made on the Condominium Property.
- 13) No Resident shall make or permit any disturbing noises by himself/herself, family members, servants, employees, agents, visitors, vendors, contracted maintenance or repair mechanics, licensees, or pets, nor permit any conduct by such persons or pets, that will interfere with the rights, comforts or conveniences of other Residents, except as approved by the Association. No Resident 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.



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- 14) No radio, television or other mechanical or electronic installation may be permitted in any Unit which interferes with the electronic, satellite, cable or wireless reception of another Unit.
- 15) 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 Association.
- 16) No non-household cleaning products that are flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit, or in or on any of the Common or Limited Common Elements.
- 17) A Resident who plans to be absent for more than seven days 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.
- 18) A Resident shall not cause anything to be affixed, attached to, hung, displayed or placed on the exterior walls, doors, verandahs or windows of the Building. The linings of curtains and draperies which face onto exterior windows or glass doors of any Residential or Business Unit shall be subject to approval by the Board, but generally shall be a white or light neutral color.
- 19) No air conditioning units may be installed by Residents.
- 20) 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 Association in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- 21) No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that the Association shall have the right to install and maintain community antennae, radio and television cables and lines, and security and communication systems.
- 22) Children will be the direct responsibility of Adult Residents 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 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.



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- 23) Bathers are required to wear footwear and cover their bathing suits in lobbies, elevators and any enclosed recreation facilities. No bather will enter the building from the Pool area without first drying-off and must use the service elevator only.
- 24) Smoking is prohibited in all areas of the Common Elements. Common elements include, but are not limited to the lobby, elevators, Park Room, gym, pool, entire outside garden deck, storage areas, and the garage.
- 25) While smoking (cigarette, cigar, pipe, vaping or other device used for smoking) is permitted within individual units, the resident shall take measures sufficient to guarantee that smoke, odor or any other effects of smoking in the unit shall not be permitted to escape into the Common Elements (especially hallways and elevators immediately adjacent to the unit) or other units.
- 26) A violation of the smoking policies will, as the Board determines, require the violator to remediation which might include, but not be limited to, the following: coverage of clean-up expenses such as wall washing/painting, carpet cleaning, drapery cleaning, furniture cleaning, installation and maintenance of smoke eaters, air purifiers or other equipment to prevent further violations. Habitual violations could result in additional fiduciary or legal action from the Board.
- 27) The Florencia is a drug-free environment. The presence of drugs or behavior influenced by drugs (including alcohol) is strictly prohibited in the Common areas. This applies to all Residents.
- 28) The equipment and furnishings of the condominium common elements have been provided for the use and enjoyment of all Residents. Please use and enjoy them in a responsible manner, and do not remove them from their designated areas.
- 29) Personal decorations should not be located in any of the Common or Limited Common Elements outside the Resident's unit.
- 30) Absolutely no feeding of birds is permitted anywhere on the Condominium property.
- 31) 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.
- 32) In general, and unless otherwise specified, the recreational facilities will be open for use by Residents between the hours of 6:00 a.m. and 11:00 p.m., each day.





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- 33) Guests staying in Units overnight or longer in the Residents' absence must be registered in advance with the Concierge. This shall also include any servant, employee or healthcare professional attending any Resident.
- 34) Change of ownership and/or occupancy: Unit owners are to notify Building Management of any change in occupancy of the unit. This includes selling the unit to new owners, a change in the tenants of a leased unit, extended use of the unit by friends or family of the owner and/or change of occupants by inheritance or change of title of the unit. The current owner is responsible for providing the new occupants with a copy of the current Rules and Regulations, and the occupants are required to file an acknowledgement with the Building Management that they have received and will abide by the current Rules and Regulations.
- 35) Residents are required to shut the water off to their unit if the unit will be unoccupied for 3 or more days. The water shut-off valve for each unit is usually near the water heater. If you can't find it, please call Building Maintenance.
- 36) Recycling
- a. Use the provided blue recycling containers close to the service gate on the north side of P1.
  - b. Paper, plastic, glass only.
  - c. Break down cardboard boxes or leave boxes in hallway leading from 1<sup>st</sup> floor lobby to north garage entry way.
- 37) Move in / Move Out and Large Delivery Guidance for Residents
- a) Owner must notify the Concierge no less than 72 hours in advance of the scheduled move/large delivery.
  - b) Deliveries/movers will be scheduled one at a time on a first come/first served basis.
  - c) Deliveries/movers may only be scheduled between 8 AM and 5 PM weekdays.
  - d) Deliveries/movers may be scheduled for weekends and holidays with Board approval only.
  - e) Moving/Delivery trucks are to park in Sunshine Lane only, and unload through the service gate only.
  - f) Delivery service/movers must check in with the Concierge on arrival.
  - g) The Concierge will give the delivery service/movers a copy of the move in/move out procedures to follow.
  - h) Delivery service/movers will use the service elevator only
  - i) The service elevator should not be held open on any floor by blocking the door. This will disable the elevator.



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- j) Delivery service/movers will be given an elevator key and magnetic door card on arrival. These are to be returned to the Concierge at the end of each day, or upon the completion of the move or delivery, whichever occurs first.
- k) Damage to the elevator panels or any Common Element is the responsibility of the Resident.
- l) Movers MUST install floor and wall protective coverings at the start of the move and remove them at the end of the move.
- m) All cardboard boxes and cartons and packing material must be broken down and removed from the property, not thrown into the Florencia community dumpsters or recycling containers.

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### Section V: PARKING AREAS

Parking etiquette at the Florencia is an important part of Unit ownership. All parking spaces contained in Florencia's gated, enclosed garage is assigned for the exclusive use of individual Residents. The parking regulations will be vigorously enforced.

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- 1) Resident vehicles must be registered with the Concierge.
- 2) Each Unit will be assigned at least one garage parking space. Garage spaces are for the exclusive use of the Units to which they are assigned. The Florencia garage is a legally designated tow-away zone. Vehicles parked in another Unit's assigned space will be towed from the property at the vehicle owner's expense.
- 3) All moving vans must use the service entrance in Sunshine Lane. All furnishings must be wheeled into the building through the garage level and delivered to the residential units through the service elevator ONLY. Deliveries of furnishings must be scheduled through the Concierge in advance.
- 3.5) Only one vehicle or motorbike is allowed per parking space.
- 4) No commercial vehicles, campers, mobile homes, recreational vehicles, boats or trailers shall be kept on the Condominium Property. "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 be no longer than 17½ feet. 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.



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- 5) Motorcycles/motorbikes/electric scooters are considered recreational vehicles and will be considered on a case-by-case basis by the Board of Directors using the following guidelines.
  - a) Must be operational, in good condition, and have a current tag & registration.
  - b) No motorized dirt bikes or similar recreational motor bikes allowed.
  - c) Must only be used for personal/family purposes.
  - d) Must have acceptable decibel level (no louder than passenger automobile) so as not to be disruptive to other Residents.
- 6) All vehicles must always be locked.
- 7) Entry & Exit – Building Security

It is imperative, for the prevention of personal injury and or property loss and damage, that EVERY Resident (including guests, vendors, service personnel, servants, employees and/or healthcare providers) makes sure the garage gates and pedestrian doors are fully closed upon entering or exiting the parking garage. Notify the Concierge Desk if anyone tries or enters through these exits while you or others are coming in or going out of the Florencia.
- 8) Bicycles
  - a) Must be registered and have an affixed sticker
  - b) Ownership and intent to continue using the bikes will be redocumented yearly
  - c) Bike owners who do not intend to use their bikes should take steps to remove them to allow others space in the storage racks
  - d) Bicycles must be stored in bike racks only
  - e) Bikes should always be locked. The Florencia is not responsible for lost/stolen bicycles
  - f) Only bicycle equipment (helmets, pumps, covers, etc.) may be stored with the bicycles
  - g) Derelict bikes (unused and in disrepair) will be removed by the FOA after attempts to have the owner remove them
- 9) Electric Vehicle Chargers in the Garage – Residents wishing to install a 110V or 220V outlet in the garage must
  - a) Submit an alteration request to the FOA Board, stating intended purpose
  - b) Submit a sketch of the proposed alteration by licensed and Board-approved electrician who will certify that the outlet will be installed in accordance with electrical codes and power company guidelines.
  - c) Assume all costs for the installation
  - d) Abide by the aesthetic guidelines of the Florencia



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- e) Understand that a fee may be charged now or in the future
- f) Understand that the approval may be rescinded if the outlet is not used as described
- g) A submeter must be installed to record the owner's usage in order to reimburse the FOA at the rates defined by the local power company.

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### Section VI: FITNESS CENTER

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

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1. The Fitness Center will be available for use between the hours of 6:00 a.m. and 11:00 p.m., every day.
2. Both gentlemen and ladies must wear appropriate clothing and 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. Sound producing equipment supplied in the facility must be operated at a reasonably low 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 Resident at all times. Children under the age of 12 may not use the Fitness Center equipment, steam rooms or saunas at any time.
5. Please use personal towels when using the equipment.
6. Please wipe down equipment with antiseptic cloths after using the equipment.
7. Do not adjust the thermostat in the Fitness Center.
8. Do not remove fitness equipment from the Fitness Center nor add/store personal equipment to the Fitness Center inventory.



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### Section VII: BILLIARD ROOM

Florencia has a nicely equipped billiard room, for use 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.) are 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, but always store equipment and remove trash.
3. As the billiard room is accessed through the Park Room, it will be closed and not available during private scheduled parties.
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 Resident while in the billiard room, at all times.

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### Section VIII: 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 and spa are open from 7:00 a.m. to 10:00 p.m. Residents may use the swimming pool and spa at their own risk, as no lifeguard will be on duty.
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2. Children under age 12 must be accompanied and supervised by an Adult Resident at all times while in the pool or pool area.
3. No glass containers or pets of any kind are permitted in the pool or on the pool decks.
4. All Residents are required to take any items they brought with them back to their unit and/or properly dispose of trash inside the building.
5. Headphones are required for radios or other sound producing equipment at the pool areas except during Association authorized scheduled activities.
6. No cut-off jeans or shorts may be substituted for swimwear.
7. All persons must shower to remove all lotions, oils, and/or soap residue before entering the swimming pool or spa.
8. No one is allowed in the pool with an open cut or skin infection.
9. Cover deck furniture with a towel when using suntan lotion or oil.
10. No substances such as soap, shampoo, etc., may be used in the shower or pool.
11. 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 cannot be reserved.
12. Incontinent persons and children who are not toilet trained must wear tight fitting rubber briefs/pants if using the pool or spa.
13. Bathing loads as posted for the pool and spa must be observed.
14. Absolutely NO DIVING in the pool at any time.
15. No children under the age of 16 are permitted in the spa. Maximum water temperature: 105 degrees. Pregnant women are not to use the spa.



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### **Section IX: ALTERATIONS, REMODELING AND STORM SHUTTER**

A great deal of time, effort and careful consideration was employed in designing and constructing the Florencia. The architects and engineers studied and planned every detailed aspect of the building and Units contained therein. The Association, its Board of Directors, and Residents 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 Property or any of its Units must be carefully considered, and prior approval must be sought and approved from and by the Association.

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1. Any Resident who desires to perform any alterations, modifications, additions or remodeling projects to their Unit must request and receive prior approval from the Association using the Association's request form. This includes, but is not limited to projects involving electrical systems, plumbing systems, floors/floor covering, structural elements and/or any project that will either last more than one day, create noise outside the unit, require delivery of large items and/or use of the service elevator. Repairs, replacement of fixtures and painting are generally excluded from the application process. All required literature, specifications and drawings, building permit application, as applicable, must accompany the approval request.
  2. The appearance/color and style of doors and the exterior of each unit visible from common areas cannot be altered.
  3. Contractors: a) must be properly licensed, bonded and insured for liability and workman's compensation; b) must follow the current set of Contractors rules, available from the Concierge, including working hours, parking, use of the service elevator.
  4. 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. Residents are responsible for compliance by their fully insured contracted shutter installers.
  5. Residents 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, including all costs incurred by the Association as a result of enforcement of this Rule.
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### Section X: PARK ROOM AND PRIVATE PARTIES

The Board of Directors of Florescia recognizes that from time to time Residents may wish to utilize The Park 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 moderate private use of The Park Room, so it will be sufficiently available for the use and enjoyment of all Residents.

1. The use of any Common Element 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 Park Room for a private party will be responsible to comply with all requirements contained in the Florescia Private Party Agreement.
2. Only the Park Room (inclusive of the billiard room) may be reserved for private parties. Any Resident who desires to reserve The Park 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. All or a portion of the refundable damage deposit will be at the determination of the Board of Directors.
4. Private party reservations may not be made more than three (3) months in advance. Holidays may be exempt from private party reservations at the discretion of the Board. All private parties must conclude by 12:00 midnight unless extended hours are pre-approved by the Board. There are noise limitations on music, sound-producing equipment and guests. All attendees of any party or event, must register at the Concierge Desk and if requested show identification.
5. The Park Room cannot be privately reserved for commercial or business functions, except for non-profit organizations in which the unit owner is involved. The Resident-host of a private party will be fully responsible for the conduct and actions of their 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 Beach Drive. Maximum number of guests permitted is seventy-five (75).





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7. The Piano in The Park Room is a fine piece of furniture and musical instrument. The Piano is not to be played or used by anyone other than those who are musicians and or others familiar with the electronic system and are knowledgeable as to piano playing. Children are not to play with this instrument unless they are knowledgeable as to piano playing techniques – and must always be accompanied by an adult. Misuse of the piano or its surface and any related costs to repair the piano will be the responsibility of those who choose to play the piano or utilize the electronic system contained therein.
8. Sun shades in the Park Room are to be lowered upon leaving.

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### **Section XI: ACCESS DEVICES AND GARAGE GATE REMOTE CONTROL DEVICES**

Florencia's Board of Directors acknowledge that each and every Resident of the Florencia, current and future, will desire a private home environment. The policies and procedures relating to the access devices used in the Florencia 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. Every Resident of the Florencia will receive the following access devices: two (2) Unit entry door keys, two (2) mailbox keys, two (2) magnetic access devices, and one (1) garage gate remote control for each parking space assigned to the residential Unit. Residents are responsible to replace the batteries in their remote controls as may be needed from time to time. Each device is registered and recorded as to ownership and use thereof is automatically recorded and a record of use is maintained.
  2. If a Resident breaks or loses a garage door remote control, a new one may be purchased from the Association at a cost of \$75. Lost or misplaced remotes must be reported to the concierge immediately, so they can be deactivated.
  3. A Resident with one assigned garage space may purchase a second remote control if they own a second vehicle that may have occasion to use the previously assigned garage parking space.
  4. Remote control devices are not available or to be given or loaned to Resident's friends, guests, relatives, servants, etc. However, a guest who has been registered with the Association, who will be using the Resident's assigned space, may obtain a temporary use remote control from the Concierge. A \$100 refundable deposit is required.
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5. **Garage Gate Openers:** It is the responsibility of the Unit Owner who leases his unit to provide the lessee with their assigned parking garage remote control. If lessee does not receive a remote control from the Unit Owner, one may be purchased for each parking space assigned in the Florencia garage at a cost of \$75, and the originally assigned remote control(s) in the possession of the Unit Owner will be deactivated for the duration of the rental term.
6. **Pedestrian Door Openers:** Residents with more than two members residing together as an immediate family unit may purchase additional magnetic access devices from the Association at a cost of \$50 per device. Each resident, twelve years or older, may have their own magnetic access device.
9. Each access device has its own electronic signature. A Resident who breaks or demagnetizes his access device may purchase a replacement from the Association for \$50 provided he turns in the damaged device. Lost devices must be reported to the Concierge immediately.
10. It is the responsibility of the Unit Owner who leases their unit to provide the lessee with his assigned access device. If lessee does not receive access device from the Unit Owner, devices may be purchased at a cost of \$50 for each occupant (twelve years or older) named in the lease, and the access device in possession of the Unit Owner will be deactivated for the duration of the rental term.

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### **Section XII: Separate Rule Sets for Special Circumstances**

Please see separate documents, available from the Concierge, for:

- 1) Move In / Move Out / Large Deliveries
  - a) Move In / Move Out Procedure for Residents
  - b) Move In / Move Out Procedures for Moving Companies
- 2) Contractor Rules



## Rules & Regulations

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### Section XIII: Reporting Rule Infractions / Fines

Preamble: Rules are propagated with the intent of allowing residents quiet enjoyment of their property and promote an atmosphere of that fosters cordial, respectful relationships between residents.

1. Every Resident 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 and sections of the Declaration, the By-laws and the Articles of Incorporation of the Association, as amended from time to time.
2. Infractions of these Rules & Regulations should be reported to Building Management orally or in writing using then current form.
3. Building Management will receive, record and track infractions in accordance with the Rules & Regulations enforcement policy.
4. The Rules & Regulations Enforcement policy describes how infractions should be registered. In brief, they should be reported to the Concierge or Building Manager. Actions and interventions taken after that are described in the P&P.
5. Residents are not to take coaching on rule infractions into their own hands.
6. Discussions about rule infractions should always be civil, respectful and constructive.
7. Failure of a Resident to so comply shall be grounds for action. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, the matter may be referred to the Fine Committee for consideration of a fine or fines that may be imposed upon a Resident for failure to comply with any covenant, restriction, Rule and/or Regulation herein or in the Declaration, the Articles of Incorporation, or the By-laws, provided the following procedures are adhered to.



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8. Notice: The Association shall notify the Resident of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Resident shall present reasons why penalties and or fines should not be imposed.
9. Hearing: Any non-compliance shall be presented to the Fine Committee after which the Fine Committee shall hear reasons why penalties and or fines should not be imposed. A written decision of the Fine Committee shall be submitted to the Board of Directors.
  - 10a. Fines: The Enforcement P&P details the steps to be taken by Building Management and the Board before fines are considered. Even then the matter is referred to a "Fine Committee", composed of Residents who are not involved and not on the Board, to consider if whether fines will be levied. The Fine Committee may impose fines against the applicable Resident. The frequency and amount of fines is defined by Florida Statutes.
10. Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident, one (1) for each day of such continuation.
11. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof. Interest will be charged at the rate of ten-percent (10%) per annum beginning on the 31st day after Notice of the imposition thereof. Fines which are delinquent more than ninety (90) days will result in a lien being placed on the Unit.
12. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
13. Non-exclusive Remedy: 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 fine paid by the offending Resident shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Unit Owner or occupant.

These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium the Florencia, 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 Residents even if not specifically so stated in portions hereof.