



Club Brittany at Park Shore, Inc. RULES & REGULATIONS

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Rules and Regulations, Revised January 23, 2015

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CLUB BRITTANY AT PARK SHORE, INC.
RULES AND REGULATIONS
Revised January 23, 2015

The Board of Directors is authorized by the Condominium Declaration to make reasonable Rules and Regulations concerning the use of the condominium property. Changes or amendments will be distributed to all Owners prior to being implemented.

1. ABSENCES BY OWNER

- 1.1 Security should be notified by Owner before entry or occupation of units by service and/or delivery people.
- 1.2 Emergency information sheet shall be completed and filed with Manager.
- 1.3 Owners are advised to ensure that Manager has access to automobile keys.
- 1.4 When Owner is absent for more than four days, the master water valve, hot water recirculating pump, and ice maker shall be turned off and the hot water heater unplugged. For insurance purposes, Owners are encouraged to take the above steps if absent for three (3) day periods, (See arrival/departure checklist.)
- 1.5 If an Owner is absent for a period of 24 hours during the months of June through November, then hurricane shutters shall be closed and all porch furniture moved indoors (if not behind shutters).
- 1.6 If an Owner is absent for a period of twenty-four (24) hours during the months of June through November, porch furniture that is movable should be secured or placed indoors.
- 1.7 For safety purposes and to aid in the evacuation of the building in an emergency, all residents and their pets must register at the Security Desk upon arrival and sign out at the Security Desk before leaving for overnight or longer.

2. GUESTS & LESSEES

- 2.1 Guests in Owner's absence are subject to limits in Declaration of Condominium.
 - 2.1.1 Owner shall fill a guest occupancy form for guests. The Manager is authorized to accept telephone instructions for guest arrival dates.
 - 2.1.2 Guests shall be instructed by Owners or Lessee that for safety purposes and to aid in the evacuation of the building in an emergency, all guests must register at the Security Desk upon arrival and sign out at the Security Desk before leaving for overnight or longer.
 - 2.1.3 Guests or lessees are not allowed to have pets on the premises.
 - 2.1.4 Owners and Lessee shall ensure that all guests abide by the covenants of the condominium and community associations. A short information form will be available for guests at the Security Desk.

2.2 LESSEES

- 2.2.1 Proposed leasing agreements shall be submitted to the Board for approval in accordance with the Condominium Documents.

Exhibit "F" to
Amended and Restated Declaration of Condominium
(Amended and Restated Rules and Regulations)

- 2.2.2 The minimum leasing period is 90 days and no unit may be leased or sublet more than two (2) times per calendar year.
- 2.2.3 For safety purposes and to aid in the evacuation of the building in an emergency, Lessees must register at the Security Desk upon arrival and sign out at the Security Desk before leaving for overnight or longer.
- 2.2.4 Lessees must abide by all covenants of the Condominium Documents.
- 2.2.5 Lessees shall have copies of the condominium Rules and Regulations. Unit Owners shall thoroughly instruct his Lessee as to contents.

3. ELEVATORS

- 3.1 Children shall be instructed in the proper use of elevators and all children under the age of 14 years old shall be accompanied by an adult.
- 3.2 Proper attire must be worn in the lobby at all times by Unit Owners, their guests, employees, invitees and family. Proper attire shall be defined as cover-ups over bathing suits and footwear.
- 3.3 Florida law prohibits smoking in elevators.
- 3.4 Elevator doors shall never be blocked open.
- 3.5 For freight use of the elevator, contact Manager for padding and protective covering for walls and marble floors.

4. STAFF

- 4.1 Complaints regarding staff must be followed up in writing, addressed to the Manager, and signed. Owners shall not reprimand or direct an employee.
- 4.2 Any special services between Owners and staff members should be negotiated directly and performed outside the staff's normal working hours.

5. SWIMMING POOL / SPA AND DECK

- 5.1 Pool and Spa hours are 8:00 am to dusk.
- 5.2 There is no Life Guard on duty. Bathers should exercise appropriate caution. It is recommended that the Pool not be used when bather is alone.
- 5.3 Children under the age of 14 shall be accompanied by an Owner/Lessee/Guest at all times while in the Pool and Spa area.
- 5.4 Owners/Lessees are responsible for the behavior of children. There is to be no jumping or diving into the Pool or Spa.
- 5.5 Floating mattresses, chairs, rafts, toys or airborne objects such as Frisbees or balls are not permitted in Pool or Spa. Small children may wear floatation devices in the Pool. Permitted in the pool are flotation noodles and the aerobic equipment used by the pool aerobics classes.
- 5.6 Proper bathing attire is required. Incontinent persons must wear leak proof garments. Toilet trained toddlers are allowed.
- 5.7 Lounge chairs cannot be reserved by placing towels on the chair. Please take your possessions with you when permanently leaving the Pool area.

- 5.8 State Board of Health regulations require a shower before entering a Pool or Spa. Persons with open sores, cuts, or a communicable disease must not use the Pool or Spa.
- 5.9 Shouting, running, roughhousing and other similar inappropriate conduct or behavior is not permitted around the Pool, Pool Deck or Spa. Antagonistic, disruptive, offensive and any other unacceptable behavior will not be tolerated in any common area of Club Brittany inside or outside the building.
- 5.10 No glassware is allowed in or near the Pool or Spa area. No food is allowed in the Pool or on the Pool Deck.
- 5.11 Radios, tape players, etc., are not allowed around the Pool area unless used with headsets or earphones. Cabana Owners must exercise discretion regarding the volume of television and stereo equipment so as not to disturb others.
- 5.12 Bathing suits only in Pool and Spa. Cutoffs are not allowed.
- 5.13 Pregnant women and persons with health problems should consult a physician before using the Spa as the temperature is approximately 105° Fahrenheit.
- 5.14 Prolonged exposure in the Spa could result in nausea, dizziness or fainting.
- 5.15 Remove all sand from feet, towels, chairs, etc., before entering the Pool area or building after returning from the beach. A foot washer/scrapper is available to facilitate the removal.
- 5.16 Pets are not allowed in the Pool or Spa area.
- 5.17 When using any type of body lotion or sun oils, furniture shall be covered with a towel or other suitable cover. Also, shower off body lotion or sun oils before entering the swimming pool or spa.
- 5.18 No smoking is allowed in the swimming pool and spa, or on the pool/spa deck.

6. PARKING/GARAGES

- 6.1 The garage area shall not be used for any type of recreation. No rollerblading, skateboarding, biking, except for egress and access to units, and no throwing of balls or any other types of games are allowed.
- 6.2 Use parking spaces assigned to your unit. There are two (2) spaces per Unit and three (3) spaces per Penthouse Unit. Each Villa has a two car garage. All other cars must be parked in the Commons Area south of the building or in the designated spaces in front of the Villas.
- 6.3 The parking spaces near the Porte Cochere are for one (1) hour guest parking.
- 6.4 Written permission for use of a parking space assigned to a specific unit by someone other than the Owner or Lessee must be obtained by the user. A copy must be on file with Security and the Building Manager.
- 6.5 Any vehicles parked illegally, improperly, or in an unauthorized parking space which has been assigned to another party, will be towed promptly at the Owner's expense.
- 6.6 The overnight parking of boats, trailers, all terrain vehicles, recreational vehicles, all trucks (including pickups), and motor homes is not allowed.

- 6.7 No repair or maintenance of vehicles is to be done in any parking spaces or within the common elements or limited common elements. All motor vehicles shall be currently licensed and must be kept in reasonably good repair.
- 6.8 Garages attached to the Villa Units shall be constructed with doors that are equipped with operating, functioning automated door openers and closers. The garage doors shall remain closed except upon entering or exiting the garage.
- 6.9 Arrangements for reserving elevators, loading, unloading or moving shall be made with the Building Manager at least 48 hours in advance. No trucks are permitted to unload in the garage. No unloading permitted in fire lanes.
- 6.10 Guest parking spaces are short term only. They are reserved exclusively for visitors during their stay.
7. DRESS CODE
- 7.1 Proper clothing and footwear must be worn in all common areas of the building; bathing suits without covers are not allowed.
- 7.2 Cover-ups over bathing attire are required in elevators, the lobby and amenity level.
8. SECURITY
- 8.1 Any suspicious person or activity should be reported immediately to:
- (a) The Security Guard (239) 263-4369
 - (b) The Manager (239) 263-4916
 - (c) The Police 911
- 8.2 Only personal guests and known residents shall be admitted to the building.
- 8.3 Outside doors shall be kept locked and not blocked open.
- 8.4 Nonresidents should obtain entry by pressing the button to contact Security.
- 8.5 Trade persons will only be permitted to enter an unoccupied unit when permission, verbal or written, is given by the Owner or resident.
- 8.6 All former employees of the Association who have been terminated or asked to resign shall be prohibited from accessing the condominium property to perform private work services for Unit Owners, tenants, or other residents as of the date that their employment ends.
9. FIRE/EMERGENCY
- 9.1 In the event of an emergency, dial 911 for police, fire, or ambulance. Then immediately notify Security or the Manager.
- 9.2 If emergency is fire, activate the building alarm system by pulling down on emergency switches located on each floor opposite the elevators. Emergency switches and fire extinguishers are located near each stairwell.
- 9.3 If there is a fire in your unit, call for help and leave unit closing door behind you. Activate the building alarm and leave the building using either stairwell.
- 9.4 Only return to your unit when so advised by the Fire Department or Manager.

- 9.5 Each unit is equipped with an annunciator system connected to the Security Desk. The Manager or Security Guard can make an announcement to each floor or all units through unit speaker systems.

10. TRASH AND GARBAGE

- 10.1 The trash chute is located on each floor adjacent to the service corridor and is only for non-recyclable items.
- 10.2 Trash chute must not be used between 9:00 pm and 8:00 am.
- 10.3 All trash must be securely tied in heavy plastic bags.
- 10.4 Large materials such as cartons and boxes should be carried to lower level dumpster and not placed in the trash chute.
- 10.5 All recycling bins are available on garage level at each Tower and Owners are encouraged to recycle cans, newspapers, glass bottles and plastic containers.
- 10.6 Do not put anything in the chute that might cause a fire, an explosion or strong odor.
- 10.7 Rinse out all cans and plastic containers prior to recycling. Milk and juice cartons are to be rinsed and placed in heavy duty plastic (not paper) bags securely tied before putting them in the trash chute.
- 10.8 Kitty litter should be placed in a paper bag and then in a securely tied plastic bag before placing in trash chute.
- 10.9 Sink disposals should only be used for soft items, such as plate scrapings. Other garbage, particularly odorous items (e.g., fish carcasses) should be double-bagged, tied tightly, and placed in the trash chute.
- 10.10 Decorators, delivery personnel, housekeepers and other trades people should be instructed regarding use of the trash chute.
- 10.11 Absolutely no construction materials are to be put in the trash chute.
- 10.12 Disposable diapers are to be placed in a securely tied, heavy duty, plastic bag prior to placement in the trash chute.

11. GUEST SUITES

- 11.1 Reservations must be made by the Unit Owners, through the Manager's office.
- 11.2 Guests may register and pick up keys at the Security Desk in the lobby.
- 11.3 The four (4) guest suites are common areas that may be rented daily by the Unit Owners or Lessees, for their guests, while the Owners/Lessees are in residence. Rights to Owners are subordinated to Lessees when their units are leased. The guest suites are not for extended use or public use.
- 11.4 Reservations can be made not to exceed a one week (7 day) period. An Owner may reserve multiple guest suites (two or three) for up to one week only twice during season (November 1 to May 1).
- 11.5 Reservations may not be made more than six (6) months in advance. Reservations will be on a first come, first served basis, other than major holidays (see section 11.6). Full payment is required to confirm the reservations.

- 11.6 For major holidays (defined as “Easter, Thanksgiving, Christmas, and New Year’s – called the “major holiday period), reservations may be made up to 6 months before the first day of a major holiday period. The rental fee plus tax must be paid in full by the owner at the time the reservation is. Should multiple requests concerning and advance reservation exist, the conflict shall be resolved by a lottery drawing. Reservations made for seven (7) days prior to and following the major holidays are non-refundable (unless we are able to fill the reservation).
- 11.7 The guest suite fee is set by the Board and includes taxes. In addition, a cleaning fee set by the Board is charged for each rental period (a rental period is a maximum of seven days).
- 11.8 The Owner is responsible for care, condition and fees of the guest suite. Any damage is the responsibility of the Host-Owner. No smoking is permitted within the guest suites.
- 11.9 A bill for damages will be submitted to the Host-Owner after the guest has departed.
- 11.10 The Owner reserving the guest suite must be in residence during the time the suite is used.
- 11.11 No person under age 18 may occupy a Guest Suite unless a responsible adult also simultaneously occupies said Guest Suite.
12. COMMON ROOMS AREAS SOCIAL ROOMS
- 12.1 Are available to Owners upon written request to the Manager.
- 12.2 Are not available to outside organizations.
- 12.3 Cleanup and any damages are the responsibility of Owner booking the room/area. There will be a cleanup deposit set by the Board at the time of the reservation, refundable on condition of the room after use, at the Manager's discretion.
- 12.4 No one shall borrow or remove furniture or property from Common Rooms/Areas.
- 12.5 No unaccompanied children under the age of 14 are allowed in the common areas.
- 12.6 The lobby area/grand salon is not for private functions. Its use is restricted to Association-sponsored functions only.
- 12.7 No alcohol may be consumed in the lobby area except at approved Association-sponsored functions.
13. HEALTH CLUB
- 13.1 Children under 14 must have Owner/Lessee/Guest supervision in the Health Club.
- 13.2 No glass containers are allowed in the Health Club.
- 13.3 Equipment should be left in clean condition after each use. Do not turn equipment off; it will be turned off by Management at the end of each day.
- 13.4 Proper work out clothing and footwear must be worn when using the Health Club.
- 13.5 Maximum time using a specific piece of equipment shall be thirty (30) minutes if others are waiting.

13.6 Users of equipment and facilities assume any and all risks.

14. PETS

- 14.1 Owners living in the Brittany Complex may only have one dog or cat. All pets must be registered with the Association. Lessees and guests may not have pets.
- 14.2 Owners may not bring into the Brittany a cat or dog weighing more than 25 pounds at maturity, unless specifically approved by the Board of Directors in an agreement to be executed by the Association and the Owner. Garden unit and villa owners may have an exception to the weight limit allowing for a cat or dog weighing no more than 35 pounds at maturity, but no access into interior common areas is allowed for those pets.
- 14.3 No other pets of any type may be brought into the Brittany Complex without prior approval of the Board.
- 14.4 Pets must be carried in elevators and Lobby, but must be on a leash at all other times and accompanied by Owner when outside Owner's unit and on the grounds.
- 14.5 All droppings and "accidents" should be cleaned up by the Owners.
- 14.6 Pets should not be a nuisance to other residents. If, in the opinion of a majority of the Board of Directors, a pet constitutes a continuing nuisance, then, after written notice, a proper hearing will be held by the Board of Directors.

15. BALCONIES/BRITTANY GARDENS

- 15.1 No grilling or barbecuing is permitted on the balconies, porches or within the Brittany gardens. The use of barbecues, gas grills, smokers or other heat-producing and smoke-producing appliances is prohibited on the balconies, porches, or within the Brittany gardens.
- 15.2 Owner shall ensure that anything placed on balcony will not blow off.
- 15.3 Be careful to ensure that water used on balconies does not run off onto lower units.
- 15.4 No carpet or river rock can be installed on balconies.

16. GENERAL

- 16.1 Complaints with regard to infractions of Rules and Regulations must be submitted to the Manager in writing and signed by the complainant. The Manager must resolve the complaint in a timely manner and report resolution to the Chairman of Rules and Regulations.
- 16.2 No unit may be used for commercial purposes. Units may be used only by the Owners, their guests and servants as a residence. Storage units are to be used only for storage.
- 16.3 Occupants should minimize noise. Musical instruments, radios, TVs, etc., shall be used so as not to disturb others.
- 16.4 Highly combustible material such as gasoline may not be stored on the premises.
- 16.5 Stairways, mechanical rooms and apartment entry areas should not be used for storage.

- 16.6 Building notices shall be placed in designated auto lobby bulletin boards and/or on areas approved by the Board of Directors. Owner notices shall be placed on mailroom bulletin board or Channel 195 only.
- 16.7 No locks to apartment doors or storage area doors shall be changed without consulting the Manager. Lock changes will be arranged by the Manager and Manager shall have a key.
- 16.8 No open houses are allowed at The Brittany. Soliciting is not allowed on the premises.
- 16.9 Any charge for damage to common elements by an Owner, Guest, or Lessee shall be paid for by the Owner.
- 16.10 Do not loan common area keys to trades people or cleaning people. Common area keys must never be given to anyone. Persons other than Owners with such keys (with the exception of in-house guests or tenants), shall be trespassers and keys will be confiscated.
- 16.11 Bicycles shall be kept in the bicycle area on the lower parking level. Owners must use combination locks with the combination given to the Manager in Owner's absence.
- 16.12 Grocery and luggage carts are reserved for the use of Owners, Guests, Lessees and Owners domestic help and are to be removed from individual floors and the elevators after use and returned to be stored in the designated areas within fifteen (15) minutes.
- 16.13 Towels, bathing suits, or any other items are not to be hung over any outside rails.
- 16.14 No signs, canopy, radio or television antenna, nor anything placed on a window visible from the outside of the building should be affixed to any part of the building, except as allowed in 16.20.
- 16.15 When a Unit Owner or his guests are not in residence, the temperature of the Unit is to be set at 78° F. to reduce mildew and damage to the Unit resulting from humidity. The Manager, at the request of an Owner, is authorized to adjust temperature controls in an Owner's absence. (See Arrival-Departure checklist.)
- 16.16 Nonresidents of the Brittany, unless accompanied by a record Owner of a Unit or tenant, are not entitled to use the common elements of the condominium including, but not limited to, the billiards room, exercise/shower rooms, garage, card room, board room, library, barbecue pavilion, Pool Deck and spa.
- 16.17 In accordance with F.S. 386.21, Florida Clean Indoor Air Act, no smoking is allowed in the common area of the building including the covered parking structure, swimming pool, spa and pool/spa deck. There are no designated smoking areas within the Brittany building or covered parking structure.
- 16.18 The FAX machine will be located at the Security Desk for the use of the Owners and their guests. A charge of \$1.00 per page will be collected by the Security Guard at the time of transmission.

- 16.19 A bulletin board shall be located in the mailroom for the use of Owners only. The Manager, before posting, shall approve the content, duration and size of notice. At the end of said duration, the Manager shall be responsible for removing same.
- 16.20 Certain television, satellite, or other antenna systems may be erected or installed on condominium property subject to compliance with established Board guidelines – contact the office for a complete set of guidelines, as adopted by the Board.
- 16.21 At their own expense, unit owners may install moldings on the outside of their unit doors and on the common doors in their hallway. Molding installation requires prior, signed design approval from the Association and is subject to established Board guidelines. Neighboring unit owners must be in agreement for common door moldings to be installed.
- 16.22 For safety reasons, no live Christmas trees are allowed in the building.

17. TENNIS

- 17.1 Tennis Courts shall be available for use between the hours of 8:00 am and dusk. Scheduling of the Tennis Courts shall be at one (1) hour periods for singles and two (2) hours periods for doubles with a rotation to allow maximum use by Owners and their guests. Scheduled time periods are forfeited after ten (10) minutes if all parties do not show.
- 17.2 Proper tennis attire and tennis shoes are required at all times while on the Tennis Courts. Street and running shoes are not allowed.
- 17.3 Reservations for Tennis Courts must be made through the Security desk (263-4369) up to forty-eight (48) hours in advance.
- 17.4 Children age 14 and under must be accompanied by an adult.

18. UNIT REMODELING

- 18.1 The Unit Owner and contractor must both sign and agree to the General Terms & Conditions for Work on Brittany Property by Contractors & Subcontractors.
- 18.2 The length/duration of the project must be approved by the Building Manager.
- 18.3 No unit remodeling work is allowed during the week of Thanksgiving, December 20th through January 10th, or the week before and after Easter.
- 18.4 Work hours are limited to 8:00 am to 4:00 pm, Monday through Friday; no holidays or weekends. Workmen are not permitted to do any noisy work before 9:00 am. All workmen must be out of the building no later than 4:00 pm.
- 18.5 Architectural drawings of changes to walls, plumbing and electrical must be given to the Brittany office for placement in the unit file.
- 18.6 All Unit Owners are required to employ the following underlayment in all areas of the apartment where ceramic tile, marble, wood flooring, parquet or any other hard surfaces are used:
 - (a) The first underlayment or insulation alternative would be a layer of 1/4" corkboard adhered to the slab with the hard surface material being laid on the cork, or

- (b) The second underlayment possible would be a layer of "Laticrete," a semi-liquid applied product, or
- (c) "SAMS"-type underlayment is also permitted.

19. FINES/RULES ENFORCEMENT

19.1 The Board of Directors may, pursuant to F.S. 718.303(3), impose fines in such reasonable sums as they deem appropriate, not to exceed \$100.00 per violation, \$1,000.00 in the aggregate, against Unit Owners for violations of the condominium documents, including the Rules and Regulations, by Owners or their guests or Lessees. Each day of a continuing violation shall be a separate violation. No fine shall be assessed until the Owner(s) has been given an opportunity for a hearing. The hearing must be held before a committee of five Unit Owners (not to include a Board member) selected by the Board of Directors. If the committee does not agree with the fine, the fine may not be levied.

19.2 The procedure for the hearing shall be, at a minimum, as follows:

- (a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:
 - (1) a statement of the date, time and place of the hearing;
 - (2) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and,
 - (3) a short and plain statement of the matters asserted by the Association.
- (b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

20. OWNERS LIABILITY

20.1 The Owners shall be responsible for all liability incurred by their subcontractors and the Association is indemnified against all Owner-contracted work.

20.2 Unit Owners are required to use only subcontractors that have the proper state occupational license for the work performed. Questions in this regard should be referred to the Manager.