



Rules and Regulations
For
The Alagon on Bayshore

The rules herein supersede and replace all previously issued Rules and Regulations for
The Alagon On Bayshore Condominium Association.

Table of Contents

- [Welcome](#).....4

- A. [Enforcement](#).....7

- B. [Violations](#).....7

- C. [Reminder Calendar](#).....9

- D. [Fees](#).....9

- 1.0 [Itemized Rules and Regulations](#).....10

- 1.1 [Assessments & Collections](#).....10

- 1.2 [Balconies, Terraces & Windows](#).....11

- 1.3 [Bicycles](#).....12

- 1.4 [Common/Limited Common Element Use and Maintenance](#).....13

- 1.5 [Construction and Remodeling](#).....13

- 1.6 [Deliveries](#).....18

- 1.7 [Guest/Visitors](#).....18

- 1.8 [Gym](#).....19

- 2.0 [Holiday Decorations](#).....20

- 2.1 [Jacuzzi](#).....20

2.2	<u>Luggage & Grocery Carts</u>	21
2.3	<u>Mail</u>	21
2.4	<u>Management Company Personnel</u>	22
2.5	<u>Moving In/Moving Out</u>	22
2.6	<u>Noise</u>	22
2.7	<u>Parking Garage & Automobiles</u>	23
2.8	<u>Pets</u>	25
3.0	<u>Security</u>	26
3.1	<u>Solicitation</u>	27
3.2	<u>Smoking in Common Areas</u>	28
3.3	<u>Storage Unit Cages</u>	28
3.4	<u>Swimming Pool & Pool Deck Area</u>	28
3.5	<u>Television, Internet & Radio Antennas/Satellite Dishes</u>	29
3.6	<u>Unit Rentals & Sales</u>	30
3.7	<u>Unit Use & Maintenance</u>	30
3.8	<u>Waste Removal (Trash)</u>	31
3.9	<u>Water Leak Damage</u>	32

4.0 [Water Use](#).....32

5.0 [Guest Suite](#).....33

[*Appendix \(A\) Rules and Regulations Receipt](#).....35

THE ALAGON ON BAYSHORE INTRODUCTION TO ALAGON RULES AND REGULATIONS

As in any community setting, being a resident or guest of a condominium presents many unique opportunities for enjoyable relationships, as well as challenges for day-to-day harmonious living. All successful organizations necessarily create various sets of common rules, regulations, and procedures which attempt to promote the highest possible levels of community functioning within shared spaces. So it is that the Alagon on Bayshore has developed the enclosed set of Rules and Regulations to promote both orderly community living and the highest possible financial value of individually and commonly owned properties.

While a few of the following rules may seem intrusive and restrictive to some, they reflect commonly-accepted codes of living adopted by condominiums in Florida. In adopting these Rules and Regulations, the Board of Directors of the Alagon on Bayshore Condominium Association, Inc. has attempted to create a proper balance between reasonable expectations for community living and individual allowances within a diverse community of residents. While the Association would never want to restrict commonly accepted freedoms of property owners, it also needs to prevent unreasonable actions by some from infringing upon the peaceful and safe living of other residents and their considerable investments in individual homes and common property.

The Association asks that you fully familiarize yourself with the full content of this document, since each resident and visitor will be expected to adhere to the common requirements. The Board also asks that you provide, at any time, your recommendations for improvements in the Alagon Rules and Regulations by submitting them to the Board, via the Association office. This is a dynamic document, which will necessarily require future revisions, to be consistent with our shared experiences living together over time and consensus changes in common condominium standards and laws.

WELCOME to the Alagon on Bayshore Condominium (the “Condominium”) where all reasonable efforts are being made to provide you with a pleasant and enjoyable residency. The Alagon Condominium on Bayshore Association, Inc. (the “Association”) is the entity responsible for the operation of the Condominium. These Rules and Regulations (“R&R”) are designed to accomplish the following purposes:

1. Protect the integrity and condition of the entire condominium complex and thereby protect each owner’s investment.
2. Provide a safe and pleasant living environment for all owners and tenants.
3. Supplement and clarify the Association’s Declaration of Condominium (the “Declaration”) and the Association’s Bylaws (the “Bylaws”).

Florida Statutes, Chapter 718, known as the Condominium Act, and the Association’s governing documents charge the Board of Directors (the “BOD”) with the responsibility for administration & management of the Condominium. This is done through implementation of the Association’s governing documents and the R&R.

The R&R herein shall apply to all owners, tenants, visitors, guests, contractors, the Management Company, and Association employees. From the time an owner takes title to their unit, all individual owners are responsible for adhering to the R&R, for supplying any of their tenants with copies of these R&R, and for requiring visitors or guests to follow these R&R. Owners are ultimately responsible for the actions of their visitors, guests, tenants, tenants’ guests, and contractors.

These R&R may repeat, reaffirm, or be in addition to rules originally stated in the Declaration or the Bylaws. These R&R are also subject to change by a majority decision of the BOD. The R&R have been compiled as a source of valuable information and must be provided to every new owner and tenant. Should a unique situation arise which is not specifically addressed in these R&R, please check with the Management Company for clarification and guidance. In the event there is a conflict between these R&R and the Declaration, the Declaration shall prevail.

The BOD reserves the right to modify these R&R and to make such additional R&R from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the Condominium and its occupants, to promote cleanliness and good order to the Condominium property and the common elements and to ensure the comfort and convenience of its owners.

A. **Enforcement**

As elected officials of the Association, the BOD is afforded certain powers by [Florida Statutes, Chapter 718](#) as well as the Declaration and the Bylaws. These powers include, but are not limited to, the ability to:

- Impose charges for late payment of an owner's proportionate share of the common expenses or any other expenses lawfully agreed upon.
- Levy reasonable fines for violations of the Declaration, the Bylaws and the R&R up to a maximum fine of up to \$100.00 per day and up to \$1,000.00 in the aggregate for continuing violations pursuant to the procedure outlined below.

B. **Violations and Fines**

Any owner, resident, contractor, Management Company employee, visitor or guest observing an infraction of these R&R, a violation of the Declaration, or the Bylaws, or conduct detrimental to the Condominium or the Association should report such action to the Management Company immediately at the Security desk or contact the Property Manager/ Management Company directly. The concerned party must provide his or her name, unit number, and contact information. No anonymous complaints or rumors will be considered valid or investigated.

The Management Company will always attempt to resolve the situation, and if unable, it will bring the complaint to the attention of the BOD for review and action. Owners should always first attempt to contact the Property Manager / Management Company and not the BOD to report rule violations or to register complaints. When a violation is verified, the responsible owner will receive a written notice of the violation from the Management Company. Any rule violation may lead to a fine being levied. Unless otherwise stated in these R&R, fines shall generally be levied at the amount of:

- First offense – Warning - If not corrected within a reasonable time, at the discretion of the Management Company, moves to second offense.
- Second offense - \$50.00 -If not corrected within a reasonable time, at the discretion of the Management Company, moves to third offense.
- Third offense - \$100.00 -If not corrected within a reasonable time, at the discretion of the Management Company, moves to legal actions.

The amounts of any proposed fines for first, second and third violations may be changed by the Board in connection with any violation, based on the nature of the violation and other circumstances deemed relevant by the Board.

For any fines imposed as set forth above, the fines must be adopted in accordance with the following procedures:

1. The Board of Directors or its appointed agents are charged with determining whether there is probable cause that any of the provisions of the Declaration of Condominium, the By-Laws, or the Rules of the Association regarding the use of the unit, common elements, or Association property are being or have been violated.
2. The Board of Directors shall appoint a Fining Review Committee (the "Committee") of three (3) persons, which shall consist entirely of unit owners other than members of the Board of Directors, or persons residing in the same household as Board members, and which shall be charged with conducting the hearing and rendering the decision with regard to the levy of fines as herein provided. Alternate members of the Committee may be appointed, to be available to serve if a Committee member resigns or is unavailable for a hearing.

3. In the event that a complaint is received by the Association, or a violation is otherwise determined to have occurred, the Board of Directors (the "Board") or its agents will notify the violator(s), and in appropriate cases, will provide an opportunity for such violation to be corrected within a reasonable time (at least 7 days except in the case of an emergency).
4. In the event that a complaint is received by the Association, a violation is otherwise determined to have occurred, or in the case of a repeated violation, the Board may adopt a proposed fine as set forth above. A fine may be imposed based upon each day that a continuing violation continues. The fine will not become final until a hearing has been held by the Fining Review Committee and any proposed fine has been confirmed by the Committee, and the Committee's decision has been ratified and approved by the Board.
5. Following the adoption of a proposed fine, the violator shall be notified by regular and certified mail, and a copy of these fining rules shall be provided, along with a notice that the violator may request a hearing before the Committee within fourteen (14) days of the date of the violation letter. Alternatively, the Committee or the Association may set the date and time of the proposed hearing prior to sending the letter to the alleged violator, provided that the hearing is at least fourteen (14) days from the date of the notice. The notice to the alleged violator shall also include a short and plain statement of the matters asserted by the Association, as well as a statement of the provisions of the Declaration, By-Laws, or Rules which have allegedly been violated. Failure to request a hearing within this fourteen (14) day time frame shall constitute a waiver of the right to a hearing.
6. The Committee shall hold a hearing if requested, or may schedule its own hearing, after the unit owner has been provided with at least fourteen (14) days written notice of the date, time and place of the hearing, unless the alleged violator waives this fourteen (14) day notice requirement. Following the hearing, the Committee must confirm or reject the proposed fine, and may reduce the proposed fine if it determines this to be appropriate but may not increase it.
7. If the Board has not directly appointed a Chairman, or if the Chairman is absent, the Committee shall appoint a Chairman and shall conduct hearings in accordance with the following rules, in addition to such other rules and procedures as may be established by the Committee, to hear any charges and defenses. The hearing may be audio or video-recorded in the same manner and under the same rules that unit owners are permitted to audio or video-record meetings of the Board of Directors.
 - (a) A representative of the Association shall be heard first, in order to summarize the basis for the proposed fine, and to present any witnesses or documents in support of the proposed fine. Written affidavits shall be permitted, and the hearing need not be conducted according to technical rules relating to evidence and witnesses. A party or witness may also be allowed to appear by telephone conference, provided that the cost involved is paid by the party offering such evidence. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. The rules and privileges relating to court proceedings shall only be effective to the extent that they are required by law to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
 - (b) Each party shall have these rights: to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him/her.
 - (c) Neither the accusing person nor the allegedly defaulting unit owner must be in attendance at the

hearing. The hearing shall be open to attendance by all unit owners. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, the By-Laws, the Rules and Regulations, or the workings of the Association.

(d) Either immediately following the conclusion of the hearing, or within ten (10) days, the Committee shall render a decision on the matter, and will prepare a written summary of the decision, which is to be provided to the Association and the alleged violator. If the decision of the Committee is to uphold the fine, or to impose a reduced fine, the fine must then be ratified at the next meeting of the Board of Directors, and shall be payable to the Association within twenty (20) days from the date that written notice of the decision is sent to the alleged violator(s).

9. Any violator(s) will be responsible for interest, costs and attorneys' fees incurred in the enforcement of the fine, including costs and attorney's fees in connection with any correspondence or hearings, provided that the Committee upholds the fine, in whole or in part. If any fine is not paid within 20 days from the date that the person(s) involved is notified that the fine is final and that payment is due, the Association will be entitled to proceed with further enforcement action to collect the fine as it deems appropriate.

10. Nothing herein prevents the Association from taking other enforcement action in regard to violations, in addition to seeking to fine the violator(s). All violations will be documented and maintained in the applicable unit's file with the Management Company. All occurrences of the same violation within the following twelve (12) months of the original violation will be fined in a progressively increasing manner. Those same violations that are more than twelve (12) months apart will be treated as a first violation.

C. Reminder Calendar

Month	Item
January	Storage Unit Fee
March	Proof of Dog Registration, Vaccinations
October	Proof of Vehicle Driver's License, Registration & Vehicle Insurance

D. Fees

Section	Description	Fee
1.1.2 1.1.4	Late payment of monthly assessment	\$10 + bank charges + 18% interest per annum
1.6.11	Construction (refundable)	\$500
2.6.4 3.7.9	Moving In/Out (refundable)	\$500
3.1.1	Key fob issue (New Issues & Lost)	\$50
3.4.1	Storage unit cages	Per Budget
3.5.25	Club Room/ Media Room event reservation (refundable)	\$500

3.7.2	Screening cost of new owners/renters	\$100 per person, with husband and wife considered to be one person
*	Copies of any documents (per page)	\$.25 (Black & White and Color)

1.0 Itemized Rules and Regulations

1.1 Assessment & Collections

The Association is legally responsible for pursuing all delinquent accounts using all legal remedies available. The collections policy will be applied to all delinquent owners regardless of circumstances. The Association and its attorney may collect, evict, foreclose, or take any or all actions available against a delinquent owner from among those offered by Florida Statute, the Declaration, or the Bylaws.

- 1.1.1 Assessments are due on the 1st of each month and are deemed late if not received on or before the 10th of each month, whether or not a monthly statement has been received.
- 1.1.2 A late fee will be charged to any account on which the full assessment due has not been received on or before the 10th of the month (see fee section)
- 1.1.3 A unit owner who believes he/she has been wrongfully or improperly assessed a late fee must, within fourteen (14) days of the notification, submit in writing an appeal to the Management Company.
- 1.1.4 Any and all charges, including administrative or bank charges incurred by the Association as a result of checks returned for any reason, plus an administrative charge will be assessed against the owner's account (see fee section).
- 1.1.5 Any account on which any amount due to the Association that is beyond forty-five (45) days will be communicated formally in writing to the owner. The violation will be turned over to the Association's attorney to commence legal and/or collection proceedings if the amount due is unpaid after sixty (60) days.
- 1.1.6 Any fines or costs in connection with damage to the common element by an owner, lessee, contractor, guest, or visitor will be charged to the specific owner.
- 1.1.7 All owners, visitors, guests, lessees, and their family or any other occupants of their unit may have their rights of their use of the common element facilities suspended by the Board until the account is brought current, when the owner is more than ninety (90) days in arrears of their Association monthly assessments. This includes the pool area, media room, billiards rooms, gym, Jacuzzi, as well as basic cable, and WiFi. In the event an owner, visitor, guest, lessee, family member or other occupant violates a non-monetary provision of the Association's governing documents including these rules and regulations, the Association may take action to suspend the right to use the common element facilities identified above. Prior to such suspension, the Association must provide notice and an opportunity to be heard pursuant to the notice procedure for fining outlined above.
- 1.1.8 The Association may own, convey, encumber, lease, or sell any units that are purchased by the Association or obtained through foreclosure or similar proceedings.

1.2 Balconies, Terraces & Windows

- 1.2.1 Nothing may be thrown or dropped from the windows, balconies, terraces, or any other part of the property. This includes, but is not limited to, cigarette butts, garbage, plant material, etc.
- 1.2.2 No liquids (with the exception of rain water) shall be permitted to flow or drip from the balconies, terraces, or windows for any reason.
- 1.2.3 Plants shall be watered in such a manner as to avoid dripping to the floors beneath. Dead and dying plants are to be removed immediately.
- 1.2.4 Balconies and terraces may be damp mopped, but not doused with water. Flooding or hose washing of balconies and terraces is not permitted, unless approved by the Management Company to coincide with a scheduled professional building window cleaning.
- 1.2.5 Balconies and terraces are not to be used for general storage of any items including, but not limited to, coolers, storage bins, cardboard boxes, construction supplies, and bicycles. Patio furniture and plants are the only items that may be stored or displayed on terraces and balconies, and may not exceed the height of the rail.
- 1.2.6 No items that may be easily relocated by wind or severe weather (i.e. sun umbrella, a canopy) may be stored on terraces and balconies, regardless of whether it is secured.
- 1.2.7 Gas Barbeque grills, charcoal/wood burning grills, smoking cabinets, hibachis, chimneys, fire pits, torches, or any other device similar to the foregoing are prohibited in any unit or on any balcony or terrace. Electric grills are permitted on balconies. Townhouse units are allowed to have gas or charcoal grills.
- 1.2.8 The use of fireworks on any balcony or terrace or elsewhere on the property is strictly prohibited. Any violation will be immediately reported to the City of Tampa Police and Fire Departments.
- 1.2.9 Nothing is permitted to hang over the balcony or terrace railings (including any shared railing between neighbors). Any items, if visible from the building exterior, shall not distract from the design nor disrupt the uniform appearance of the building.
- 1.2.10 Installation of a canopy, awning, sun-shade, or trellis is prohibited on balconies and terraces, unless approved by the BOD.
- 1.2.11 No permanent light fixtures shall be installed in the exterior area of any unit, including any balcony or terrace, excluding building installed lights on terraces. Temporary lights may be used for reading or other limited activities.
- 1.2.12 Planters must not be attached to exterior concrete walls, railings or ceiling by any means. Likewise, nothing may be affixed to the windows or window frames.
- 1.2.13 Hot tubs, portable swimming pools, spas, fountains, artificial ponds, or other items designed to contain large amounts of water (deemed over twenty- five (25) gallons) are prohibited on balconies and terraces.
- 1.2.14 No plants, such as vines, shall be permitted to attach themselves to any part of the building exterior.
- 1.2.15 An owner may display one (1) portable removable American flag in a respectful way. Certain service flags may be displayed on specific holidays, (Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day) as set forth in Florida Statute Chapter 718.113(4). The unit may display a portable, removable official flag not larger than four and a half (4.5) by

feet by six (6) feet long that represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

- 1.2.16 Nothing may be placed on balconies or terrace or railings in an attempt to air dry including, but not limited to, articles of clothing, sheets, blankets, towels, beach apparel, rugs, brooms, mops, and laundry.
- 1.2.17 No item may be present which extends higher than the railing or extending beyond the railing or walls.
- 1.2.18 In the event of a hurricane or tropical storm warning, ALL items MUST be removed from the balcony or terrace. The same applies if any unit is to be left vacant for more than thirty (30) days during the months of June through November of any given year. Owners or residents are responsible for any and all damage to the exterior of the building caused by their failure to remove all items per this section.
- 1.2.19 Window/door shades (curtains and/or drapes) shall be white or off-white in color on the side that faces the exterior of the building.
- 1.2.20 No aluminum foil, tinted glass or reflective window tint shall be installed to any window or sliding glass door.
- 1.2.21 No exterior loudspeakers shall be permitted on the balcony or terrace.
- 1.2.22 Chimes and birdfeeders shall not be permitted on the balcony or terrace.
- 1.2.23 Clotheslines shall not be permitted on the balcony or terrace.
- 1.2.24 No rugs or other items shall be dusted, beaten or cleaned from the window, balcony or terrace or against any exterior portion of the building.
- 1.2.25 Balcony or terrace railings or walls may not be painted or altered in any way.
- 1.2.26 Balcony or terrace flooring, or any other structural portion of the balconies or terraces, may not be modified without prior written approval from the Association, in accordance with the procedures for such alterations.

1.3 Bicycles

- 1.3.1 All bicycles must be kept in the bicycle storage area, storage unit cages or within an owner's unit. Bicycles cannot be stored on balconies or terraces.
- 1.3.2 Bicycles are not permitted in the lobby corridors or residential elevators. Bicycles may be brought into and out of the building through the 1st floor. The service elevator is the only elevator that may be used to transport bicycles.
- 1.3.3 Bicycles must be secured (i.e. locked) in the bicycle racks at all times, and have identification tags with the owners unit number.
- 1.3.4 The Association and its Management Company are not liable for any damage or theft to bikes stored within the bike room.
- 1.3.5 The common elements cannot be used to repair, clean or grease bicycles.

1.4 Common Element/Limited Common Elements Use & Maintenance

- 1.4.1 Owners and residents shall not cause or permit anything to be placed on outside walls, doors and windows of the building. No signs, decorations, awnings, canopies, shutters, air conditioning units, radios, satellite dishes or television antennas shall be affixed to or placed in, through or upon the exterior walls, doors, windows or roof or any part thereof, without the prior written consent of the BOD.
- 1.4.2 Removing or posting signs within any elevator by an owner or resident is prohibited. Only the Management Company is authorized to utilize such space.
- 1.4.3 Feeding of birds in the common elements or limited common elements is prohibited.
- 1.4.4 Real estate lock boxes are not permitted to be attached to any common elements or limited common elements, including the rear hallway side of the unit door.
- 1.4.5 Rollerblades, roller skates, skateboards, bicycles, scooters, or other recreational wheeled vehicles may not be ridden in the common elements.
- 1.4.6 Any expenses resulting from common element or limited common element damage caused by an owner/tenant, visitor or guest will be charged to the owner, in addition to the fines stated in the 'Fees and Fines' section of the R&R.
- 1.4.7 The lobby provides the first impression of the building to owners, renters, employees, visitors, guest, and clients. Everyone using the lobbies or any common element should wear proper clothing suitable for public wear, including shirts and footwear.
- 1.4.8 The residential lobby should not be used to conduct personal or business transactions.
- 1.4.9 Only authorized personnel are permitted on the roof, electrical rooms, storage areas, switch gear room, transformer vault room, fire pump room, domestic water pump room, security equipment room, elevator service shaft, pool and Jacuzzi pump room, fire command room, telecom room, A/C room, Management Company office, and janitor room.
- 1.4.10 The Association's facilities are for the exclusive use of unit owners, their lessees, their visitors, guests and their family. Owners, upon leasing their unit, relinquish all of their rights to use any of the common area element facilities, such as the parking areas, pool area, gym, and Jacuzzi, and automatically transfer such use rights exclusively to their tenants.
- 1.4.11 Common elements shall be litter free and in good operational order at all times. Owners shall report any housekeeping or maintenance problems to the Management Company immediately. In order to protect and preserve the Association's common elements, the Owners or occupants shall keep their balconies floors clean and free of debris. As part of such obligation, the Owners or occupants shall be required to keep the grout on such balconies clean and properly sealed in order to prevent water intrusion.
- 1.4.12 The City of Tampa and Hillsborough County Code requires that all hallways and stairway areas be kept free of all stored items and debris. It is necessary that these areas be maintained as safe, uncluttered exit routes in case of an emergency.
- 1.4.13 Any alterations to furnishings, artwork, painting to the limited common element (individual floors) must be approved by the owners on that floor in writing. The completed architectural modification form must be provided to management.

1.5 Construction & Remodeling

- 1.5.1 Residents must notify the security officer or management office if they are having work done in their unit.
- 1.5.2 **NOTICE.** Owners must provide notice to the Security Desk of any scheduled work. If the work requires the assistance of Management or the building's maintenance engineer (such as for fire system work, or tie ins to common systems such as plumbing or electric), 48-hour notification is required.
- 1.5.3 **SIGN-IN.** Contractors must register with the security guard at the front desk daily.
- 1.5.4 **PARKING.** Contractor parking is limited to spaces of unit where work is being performed, and Visitor Parking on a first come basis. If space is available, a parking pass will be issued to the contractor. High profile vehicles (higher than 7') and vehicles with tall racks are not allowed in the garage. Trailers of any kind are strictly prohibited in the Garage areas. Any vehicle which has leaking fluid will not be allowed in the garage, and cleanup of any leaking fluid will be charged to the Unit Owner for whom the contractor was performing work. Vehicles parked in non-assigned spaces are subject to towing.
- 1.5.5 **ENTRIES.** The Alagon is a secure building. Entries may not be propped open at any time. All ingress/egress must be coordinated with the Security Guard.
- 1.5.6 **ELEVATOR USAGE.** All contractors must use the service elevator. A floor-specific access card may be made available by the security guard, as long as a driver's license is left with the guard in exchange. Access cards may not leave the premises, and must be returned before the end of the day. Failure to return a card will result in a \$25.00 charge to the Unit Owner for whom the contractor was performing work.
- 1.5.7 **CARTS.** Contractors are prohibited from using Association grocery carts & green carts for any reason. Contractors must supply their own means to transport tools and supplies.
- 1.5.8 **LOBBY AND ELEVATOR PROTECTION.** Unit Owners are responsible for alerting Management or Security when material deliveries are required, so that proper floor and elevator protections may be put into place. Protection is required any time a contractor dolly, cart, or buggy is required, or any circumstance when damage to the tile is possible. If delivery is scheduled in advance, the Association will set up the proper storage in the lobby and on the elevator. If delivery is not scheduled in advance, the contractor will be required to set up all necessary protections, and to break down protections at the conclusion of delivery. Security has discretion when deliveries are made.
- 1.5.9 **Time Allowance**
Monday - Friday 8 A .M. - 5 P.M. [excessive noise only 9AM-3PM]
Saturday 10 A.M. - 2 P .M.
No work is to be scheduled on any Sundays or legal Holidays:
 New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas.

In addition, should the noise generated by any contractor inside these hours be considered excessive by the Board, the contractor may be required by the Association to adjust their schedule of operations to the hours of between 9:00AM and 3:00 P.M. Quiet work may be permitted as provided and determined by Rule 1.5.16.

- 1.5.10 **GENERAL BEHAVIOR GUIDELINES FOR CONTRACTORS.** Contractors working for Unit Owners must demonstrate cordial behavior while performing work at The Alagon, and are subject to all existing Rules and Regulations of the community. Unacceptable behavior includes foul language, threatening behavior, disregard for rules, offensive sexual references or behavior, any confrontational behavior, or flagrant disregard for safety. Use of broadcast or recorded

music is prohibited in common and limited common areas, including balconies. Use of loud music within a unit while working is also prohibited. Appropriate dress is expected at The Alagon, including use of closed-toed shoes, shirts, and adherence to contain bodily odor. Contractors may not use any amenities of the Association while working on the property. Failure to adhere to general behavior guidelines may result in temporary removal from the property. Repeated offenses may result in permanent removal from the property.

- 1.5.11 **UNIT ACCESS DURING OWNER ABSENCE.** Security will not provide a contractor access to a Unit during a Resident's absence, without prior written approval from the Resident/Owner. Emergency access may be granted with verbal permission from a Resident/Owner, or with permission from Management and/or Board Member when communication cannot be established with Resident/Unit Owner.
- 1.5.12 **EMERGENCY WORK.** Work to address emergency matters (i.e. water leak repairs, telephone or cable outage, etc.) will be allowed, when necessary, and will be directed by Management/Security.
- 1.5.13 **TRASH REMOVAL.** The contractor must remove of all debris, boxes, and trash. The use of the trash chutes and/or the trash dumpsters are prohibited. **Contractor must notify the Association prior to the use of any dumpster on the property.**
- 1.5.14 **LIQUID MATERIAL DISPOSAL & CLEANING.** Disposal of liquid chemicals or products through the Association plumbing system is prohibited. Disposal of liquid material through any Association storm water drain is prohibited, and subject to civic fines and prosecution. Cleaning of brushes or application material in any Association plumbing system, garage area, landscape area, or any Common property is strictly prohibited.
- 1.5.15 **USE OF GARAGE AREA FOR STAGING AND/OR PERFORMING WORK.** Use of any Garage Area for performing work is strictly prohibited. Use of certain areas of the Garage may be used for staging during active deliveries with prior approval from management. **In the event of full demolition in the unit, the contractor shall provide a port-a-let for its workers**
- 1.5.16 **USE OF BALCONY AREAS FOR PERFORMING WORK.** Use of Unit Balconies for work purposes is not allowed Silt fencing shall be affixed to the balconies.
- 1.5.17 **DAMAGE TO PROPERTY.** Damage to any portion of the buildings and grounds by contractors will be assessed by the Board and a repair bill submitted to the unit owner(s) and/or occupant(s) who hired the contractor. It is therefore important that contractors show proof of insurance, and any required licensing, to the unit owner or occupant.
- 1.5.18 **CONTRACTOR ACCIDENTS AND/OR INJURY.** Contractors are required to report any accident to management that occurs in a unit, which may have impact on other units, such as water leakage. If a contractor becomes injured on a job, either Management or Security needs to be notified of the accident.
- 1.5.19 **COMMON SYSTEMS.** If work involves a common system of the property, including but not limited to fire systems, plumbing systems, water supply systems, or any structural systems, Management involvement is required, and board approval may be necessary. In certain circumstances, the Association may require an Association contracted vendor to perform the service. **FAILURE TO NOTIFY MANAGEMENT PRIOR TO WORK INVOLVING COMMON SYSTEM MAY RESULT IN ALARMS, SYSTEM FAILURES, AND/OR DAMAGE OR DISRUPTIONTO THE COMMUNITY.**
- 1.5.20 **FIRE SYSTEM ELEMENTS IN UNIT.** Each unit has elements, which are connected to the

common fire alarm system and fire sprinkler system. Specific fire alarm elements may include speakers, strobes, and horns, and connected wiring. Specific fire sprinkler elements may include sprinkler heads, piping, and flow sensors. Failures of any of these elements due to Unit Contractor activity may result in alarms and service visits to correct, of which the Unit Owner is responsible for all associated costs.

- 1.5.21 **FIRE SPRINKLER HEADS.** Fire sprinkler heads may not be painted. Factory-painted sprinkler covers are permitted. When painting, protective covering must be used to prevent failure of the fire sprinkler head.
- 1.5.22 **SMOKE DETECTORS.** Smoke detectors may not be removed, except for basic maintenance or battery change out. Protective covering must be used when performing work in a unit, to not trigger a false alarm from the smoke detector. Common items which can inhibit a smoke detector include dust, sawdust, and paint.
- 1.5.23 **WELDING.** Any work requiring welding must be reported to the management office, so that proper steps can be taken to properly set the fire system into "test" mode, to avert a false fire alarm at the property.
- 1.5.24 **WORK REQUIRING NEIGHBORING UNIT ACCESS.** If work requires access to another unit to complete the service, such as certain plumbing installations, Management involvement is required, and board approval may be necessary, in order to properly coordinate with a neighboring unit.
- 1.5.26 **GENERAL CONTRACTOR/SUBCONTRACTOR AGREEMENTS.** All guidelines and rules described in this document apply to general contractors and subcontractors. It is the owner's responsibility to ensure that contractors and subcontractors fully understand the condominium association's requirements. The owner will be held responsible for all subcontractors' operations. Where "structural" work is performed under a subcontract agreement, the plans and approval submittal requires a subcontractor listing and identification.
- 1.5.27 **VERIFICATION/CONTRACTOR STATEMENT.** For the protection of the owner(s) or occupant(s) contracting for the work, the Board requires that you obtain and keep a signed and dated statement from "structural" contractors that they have read and understand these guidelines and mandatory instructions. Though it is not essential, you may also wish to do the same with "non-structural" contractors. In any event, make sure that all contractors fully understand the conditions and rules that apply.
- 1.5.28 The Association maintains the right to terminate any and all construction work in a unit if there is not compliance with all of the Association's governing documents that pertain to construction and remodeling.
- 1.5.29 No contractor shall be allowed to walk through the lobby with any tools or materials without first checking in with Security. Contractors must only use the service elevator to transport materials. Depending on the type, amount or length of work, arrangements may be made with Management Company to pad the elevator.
- 1.5.30 Cutting or drilling into the concrete floors, ceilings, columns, windows, window frames, and structural walls is only permitted with prior approval from the Board and approved permits from the City of Tampa when applicable.
- 1.5.31 Nothing shall be done in, on, or to the common elements which will impair the structural integrity of the building or which would structurally change the original building's design.
- 1.5.32 The relocation of any main water risers, waste lines, drains or venting stacks is strictly

prohibited.

- 1.5.33 The modifications or moving of the windows, glass sliding door and/or entry doors is prohibited.
- 1.5.34 Owners and/or their contractors must obtain any and all needed City of Tampa permits before work is begun. Unit owners shall submit the approved permits to the Management Company, prior to the work beginning.
- 1.5.35 All contractors must be insured and licensed to work on the property. These documents, including providing a certificate of insurance naming the Association as a Certificate holder in connection with all insurance coverage must be provided prior to the beginning of any work.
- 1.5.36 Owners shall submit a written description and/or plans and a sketch of the proposed work to the Association for approval, prior to the work beginning.
- 1.5.37 If it is necessary that extraordinary cleaning be performed by Association personnel due to a contractor's or resident's negligence, the owner shall be responsible to reimburse the Association for all such labor expenses.
- 1.5.38 The owner is responsible for notifying Management Company of construction start date (twenty-four (24) hours minimum) and paying a deposit (**see fee section**).
- 1.5.39 Contractors must unload all material when applicable in designated loading area.
- 1.5.40 At no time may flammable materials be stored overnight at the job site.
- 1.5.41 Any unit owner may make minor remodeling improvements within their unit at their discretion without consent of the Association as long as a City of Tampa building permit is not required.
- 1.5.42 All contractors must sign in with the Management Company at the security desk each and every day that work is being performed.
- 1.5.43 Owners must notify the Management Company when unit repairs interfere with the use of any common elements prior to the commencement of the repair.
- 1.5.44 **FLOORING UNDERLAYMENT.** Appropriate underlayment is required for hard surface flooring. .25" Cork is accepted without Board Permission. Alternative underlayment material requires board approval. Underlayment for ceramic finishes requires a minimum STC standard of "58", and an llc standard of "60". Underlayment for wood finishes requires a minimum STC standard of "56", and an llc standard of "62". **See approved spec.** All unit owners shall have installed underneath hard surface floor coverings (i.e., tile, marble, hardwood floors) soundproofing backing accepted and approved by the City of Tampa and meeting these and any additional requirements adopted by the Board of Directors as an amendment to these Rules. The BOD will make final approval of the material. The first floor and all balconies are exempt from this rule. Prior to installation of the flooring the owner and/or contractor must allow the Association to inspect the soundproofing materials to confirm that they comply with the requirements.
- 1.5.45 Removal of construction debris from the property is the responsibility of the unit owner.
- 1.5.46 **WORK SCHEDULES/NOISE.** Contractor operations that generate noise including but not limited to hammering, sawing, drilling and the use of motor driven equipment are only permitted to work during the following hours: Between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. Saturday From 10:00 A.M. to 2:00 P.M. Only under emergency circumstances will Sunday or holidays be allowed. The Association will permit quiet work to be performed at any time. Quiet work is defined as work that is not a nuisance and does not interfere with other unit owners' ability to enjoy their unit.

- 1.5.47 No equipment or materials may be stored in any common elements.
- 1.5.48 Under no circumstances may construction material be disposed of down trash chutes.
- 1.5.49 In the event that water or electricity must be turned off to other units, forty-eight (48) hours' notice must be given, unless the Management Company determines there is an emergency.

1.6 Deliveries

- 1.6.1 Security can accept small packages on behalf of the residents, based on available and limited storage space. Neither the Association nor security is responsible for loss or damage of delivered packages. All delivery packages shall be logged in and residents will be notified when packages are available for pick up. All packages must be signed for upon receipt.
- 1.6.2 Any damage to common elements (i.e. elevator, lobby, and hallways) resulting from a large delivery will be charged to the unit owner.
- 1.6.3 UPS and other ground couriers may not deliver packages directly to a residential unit. Residential unit owners will be contacted to pick up the package from security.
- 1.6.4 All delivery agents (i.e. pizzas, flowers, and dry cleaning) will be authorized to enter the residential lobby for residential deliveries. The security guard will attempt to confirm direct contact with the unit owner prior to providing access to the individual unit.
- 1.6.5 All deliveries that require the use of a dolly or similar transporting device, due to weight or size, must be transported in the service elevator.
- 1.6.6 Due to the limited space available, packages will only be stored for thirty (30) days unless the owner will be absent and has received prior Association approval for storage until they return to the unit. All packages not picked up within the allotted time frame will be returned to the delivery company. The security guard will place a courtesy call to residents before sending their package back.
- 1.6.7 Under no circumstances will the security guard accompany delivery persons to a residence.

1.7 Guest/Visitors

- 1.7.1 Short-Term Guests: A "short-term guest" is a person who is authorized use of an owner's unit for one (1) month or less, without any compensation, being paid to the owner for such use. This definition applies regardless of whether the owner is present during the time of such usage. The owner must notify the security desk of the name of the authorized guest(s) and duration of their stay in advance. A guest-parking pass, if requested, will be issued by the security desk. Guests are not required to sign in each time they enter the building, only upon first arriving. In the event an owner is in arrears and the Association has turned the account over for legal collection, no guests of such delinquent owners will be allowed into the property until accounts are made current, unless such guests are accompanied by such owner.
- 1.7.2 "Long-Term Guests" are defined as guests who are staying in the owners' unit for a period of more than thirty (30) consecutive days, regardless of whether the owner is present. All Long-Term Guests must be approved for such occupancy in the same manner that approval of tenants is required.
- 1.7.3 Visitors: A "visitor" is a person visiting the occupant of a unit for less than a day. Upon arrival at the security desk, the security officer must announce the visitor's arrival to the unit occupant and get clearance to allow the visitor into the building. Visitors must sign in each time they enter

the building. Owners are fully responsible for their visitor's compliance with all rules and regulations.

1.7.4 Owners must notify the Management Company in writing when guests have their permission to use their unit in their absence. It is the owner's responsibility to familiarize their guests with these R&R, which are binding on owners, lessees, guests and visitors.

1.7.5 Guests are not allowed to invite other guests or visitors to stay overnight or to use the Association's facilities such as the pool, gym, sauna and Jacuzzi.

1.8 Gym

1.8.1 The gym is to be used at the user's own risk. It is recommended that the exercise equipment not be used without first consulting with a private physician.

1.8.2 No children under the age of thirteen (13) are permitted in the gym, without direct adult supervision. If any children do not comply with these rules, or disturb the peaceful use and enjoyment of the gym by other persons, fines can be adopted against their parents or guardians, and/or use rights can be suspended by the Board..

1.8.4 Proper attire is required, including shirts and shoes.

1.8.5 The gym cannot be reserved; these amenities are for all residents all of the time.

1.8.6 There shall be a thirty (30) minute time limit for use of all aerobic machines if people are waiting to use such machines.

1.8.7 Machines are to be wiped down after each use utilizing the supplies provided.

1.8.8 All cell phone calls shall be conducted outside of the gym.

1.8.9 Personal trainers are welcome, but must provide proof of certification and insurance to the Management Company prior to the use of the gym.

1.8.10 Personal trainer sessions are limited to a maximum of three (3) days a week and a maximum of one (1) hour a day.

1.8.11 Food and drinks are not allowed in the gym at any time, except for water.

1.8.12 The gym is open for use seven (7) days a week, from 5:00 a.m. to 12:00 a.m.

1.8.13 All gym users must bring and use an individual workout towel to reduce sweat from gathering on the gym equipment.

1.8.14 Users of the gym are to report any missing, damaged or malfunctioning equipment to the Management Company immediately.

1.8.15 Turn off the TV, fan and lights when leaving.

1.8.16 Do not drop the weights or make excessive noise, which may cause damage to the floor or be offensive to others using the gym

1.8.17 Do not remove any equipment, nor store personal equipment in the gym.

1.8.18 Abuse of equipment will result in fines and/or expulsion from use of the gym.

1.8.19 Residents and owners shall not allow the use of the gym by anyone not living in the Condominium on a regular basis, which is defined as more than one (1) day per week.

- 1.8.20 Only residents and their visitors or guests may use the gym.
- 1.8.21 If any music is being listened to by persons in the gym, they must use headphones or earphones so as not to disturb any other users.
- 1.8.22 No loud discussions or other activity is allowed which interferes with the peaceful enjoyment of the gym by other users.

2.0 Holiday Decorations

- 2.0.1 The local fire department recommends the purchase and use of artificial Christmas trees in all multi-unit buildings. If residents should chose to have a live tree, appropriate caution should be exercised. All live trees must be transported through the building for installation and disposal in an appropriately sized plastic bag. No needles or sap should be left on the common elements. Any damage to the common area or litter will result in charges to the owner for cleaning.
- 2.0.2 Holiday decorations may only be present and visible during the month that the holiday occurs. Exception will be made for Christmas until January 15 of any given year.
- 2.0.3 No musical decorations may be displayed or used on the outside of any unit.
- 2.0.4 Decorations must be in keeping with the traditional spirit. No distasteful or offensive decorations may be displayed.
- 2.0.5 No decoration may block any egress or common elements.
- 2.0.6 Wreaths may be placed on exterior doors using magnets or regular wreath hangers.
- 2.0.7 Drilling into the door is not permitted.
- 2.0.8 Exterior unit lighting may not be hung or displayed on the balcony or terrace. No holiday decorations of any type may be attached to any common element or limited common element.

2.1 Jacuzzi

- 2.1.1 The Jacuzzi is to be used at the user's own risk. It is recommended that bathing in heated temperatures not be done without first consulting with a private physician.
- 2.1.2 Children under the ages of twelve (12) may use the Jacuzzi only with direct adult supervision.
- 2.1.3 Proper bathing attire must be worn at all times. No pants, cutoffs shorts, underwear or thongs are permitted. Nudity is strictly prohibited.
- 2.1.4 Shower before entering the Jacuzzi at all times.
- 2.1.5 Only residents and their visitors and guests may use the Jacuzzi.
- 2.1.6 To turn on the Jacuzzi, turn the timer next to the Jacuzzi to the right. To immediately shut down the Jacuzzi in case of an emergency, push the red button to the right of the timer.
- 2.1.7 The Jacuzzi® is open twenty four (24) hours a day seven (7) days a week, with an expectation of quiet use after 11:00 p.m., so as not to disturb the residents.
- 2.1.8 Report any missing, damaged or malfunctioning equipment to the Management Company immediately.
- 2.1.9 Glass containers of any type, as well as beverages and food, are not permitted within ten (10) feet of the Jacuzzi.

- 2.1.10 Occupancy is limited to six (6) people.
- 2.1.11 Jumping or diving into the Jacuzzi is not permitted.
- 2.1.12 Only the Management Company staff is permitted to adjust the Jacuzzi temperature.
- 2.1.13 The Jacuzzi may be closed at the discretion of the Management Company in the event of inclement weather or mechanical/chemical problems.
- 2.1.14 The Jacuzzi cannot be reserved; these amenities are for the use of all residents at all times.
- 2.1.15 Persons with open sores, cuts, or communicable diseases should not enter the Jacuzzi.
- 2.1.16 No animals are allowed in the Jacuzzi at any time.
- 2.1.17 Children, who are not toilet trained, and other incontinent persons, when in the Jacuzzi must wear clothing specifically designed and manufactured to serve as waterproof pants.
- 2.1.18 No wet clothes or bathing suit attire is permitted beyond the outdoor pool deck. When entering the building, no person may be wet or cause the floor within the lobby to become wet.

2.2 Luggage/Grocery Carts

- 2.2.1 The building provides a limited number of luggage carts as a convenience for residents. These are available at the 1st and 2nd floor parking areas. In consideration of other residents, carts are to be returned to the designated respective cart area. Use of the carts is restricted to the building. Carts must be returned and not left in any other part of the building, including the elevator. Carts are available on a first-come basis. Each cart must be returned to the location from which it was borrowed and not left in any other part of the building, including the elevator.
- 2.2.2 Use of the grocery carts is limited to thirty (30) minutes. Contractors are not permitted to use these carts. The carts are not to be taken outside the building's premises.
- 2.2.3 No resident may store a personal full-size or folding grocery cart within his/her assigned parking space.

2.3 Mail

- 2.3.1 Incoming mailboxes, as well as a U.S. mail slots for outgoing mail are located in the 2nd floor lobby mailroom. Unit number identifies mailboxes for each unit. Unit owners will be issued mailbox keys at closing. Lessees may obtain mailbox keys from their unit owner. There are no replacement keys available for mailboxes. If a resident loses or misplaces a mailbox key, the only available recourse is total lock replacement. That resident will incur all costs associated with such replacement and will need to contact the U.S. Post Office directly for replacement.
- 2.3.2 During such time as the mail is being distributed, access to the mailboxes will be restricted to federal postal employees. Federal law prohibits the unauthorized placement of items in mailboxes. Such offenses should be reported to the U.S. Postal Service and the Management Company.
- 2.3.3 The U.S. Postal Service considers the individual unit number as part of the person's complete address. To ensure proper delivery of mail, residents should make sure that the individual unit number is included on all mail.
- 2.3.4 There is no service to hold mail during vacations or extended leave provided by the Association. If a resident will not be available to collect mail for an extended period of time, arrangements must be made with the U.S. Post Office to stop mail service deliveries. This should also include

the stopping of all newspaper deliveries.

- 2.3.5 Outgoing mail can be dropped in the letter slot located in the mailroom. The mail is picked up when the incoming mail is delivered daily. No oversized packages can be accommodated in this letter slot.

2.4 Management Company Personnel

- 2.4.1 The Association, through the Management Company shall be solely responsible for directing and supervising the Association's employees. No employee should be personally directed or reprimanded by an owner, tenant, visitor, guest or contractor. Complaints against any employee must be in writing and addressed directly to the Management Company/ Property Manager.
- 2.4.2 No Management company or Association employee is permitted to do private work for owners, while on duty or off duty.
- 2.4.3 Under no circumstances will Security or Management Company accept responsibility for allowing access to a unit or distribute keys for a unit to an outside service provider.
- 2.4.4 The security guard will not be allowed to provide building access, including the residential lobby and parking garage to visitors that have not been accepted by a resident.
- 2.4.5 Association employees will be required to admit to the building properly identified law enforcement officers who are duly empowered by warrant, subpoena or other court order or valid legal process. They will be directed to solely use the service elevator and not the residential main private elevator. In such event, the Association, BOD, the Management Company and their employees shall not be liable for compliance with such warrant, subpoena and court order or process, unless such parties are the subject of any such warrant, subpoena or other court order or process.

2.5 Moving In or Out

- 2.5.1 All moves must be scheduled with the Management Company at least forty-eight (48) hours in advance and is on a first-come, first-serve basis. The Management Company will prepare the service elevator and ensure that padding is installed.
- 2.5.2 Moving times are available for reservation. Times are as follows: Monday – Friday 8:00 A.M. to 5:00 P.M. and Saturday 10:00 A.M. to 5:00 P.M., on Sunday and holidays no moving is allowed.
- 2.5.3 All moves are to be made only through the 1st floor front lobby of the building, as designated by the Management Company and supervised by Alagon Security.
- 2.5.4 The unit owner corresponding to those previously designated persons moving in or out must post a refundable moving fee (**see fee section**) in the form of a personal or certified check prior to the moving. No move can take place without payment of this fee. The unit owner corresponding to those persons moving remains responsible for the full cost of repair of any damage resulting from the moving party. The moving deposit may be applied to the cost of repair. Any damage costs in excess of the moving fee will be legally assessed to the responsible owner.
- 2.5.5 Movers and delivery persons may not obstruct any parking spaces in the Alagon or garbage pick-up areas. If garbage pick-up is prevented, any additional costs for an additional pick-up will be construed as damages and deducted from the deposit posted.

2.6 Noise

- 2.6.1 Everyone must exercise extreme care to minimize noise. No continuous and intentionally created noise that is objectionable in adjacent units is permitted at any time. Owners are responsible for the noise created by their visitors, guests, tenants, tenants' guests, contractors, and pets. Any disturbance that can be heard outside of an owner's unit may be subject to a fine.
- 2.6.2 If an occupant experiences noise difficulties with another unit, he/she should first bring the matter to the attention of the Management Company. Management will immediately attempt to contact the unit owner/resident generating the noise and ask for the noise level to be immediately reduced or eliminated completely.
- 2.6.3 No loud noises shall be permitted under any circumstances after 11:00 P.M. Sunday through Thursday, or after 12:00 A.M. on Fridays and Saturdays.
- 2.6.4 Cars must be equipped with an effective sound-muffling device when parking within the building-parking garage. Motorcycles are not permitted in the parking garage.

2.7 Parking Garage & Automobiles

- 2.7.1 Parking spaces shall be used only for the parking of one (1) operational motor vehicle. Example: a car and a truck cannot be double parked in the same parking space.
- 2.7.2 Owners, tenants, and their guests shall not park in any space other than their assigned parking space, unless specifically approved by Alagon security, owner of the space, or the management company.
- 2.7.3 No parking is allowed in any area that is not designated as an official parking space.
- 2.7.4 Each parked operational motor vehicle must fit fully within the defined limits of the parking space and cannot extend past the length or width of the marked parking space or the vehicle may be towed.
- 2.7.5 A parked vehicle must not obstruct access to adjacent spaces or pose a threat of damage to vehicles in the surrounding spaces. Furthermore, no vehicle may occupy a parking space so as to prevent occupants of a vehicle properly parked in an adjacent parking space from safely exiting or entering their vehicle.
- 2.7.6 Car alarms that activate inside the building-parking garage must be silenced immediately.
- 2.7.7 Neither the Association nor the Management Company shall be responsible for any loss, theft, or damage to any vehicle or any articles left inside any vehicle within the parking garage, or subsequent to being towed at the Management Company's request.
- 2.7.8 Owners of any vehicle used in the parking garage must provide proof of current automobile insurance, vehicle registration, and driver's license each year to the Management Company during the month of October.
- 2.7.9 Vehicles entering the garage have right-of-way priority over vehicles exiting the parking garage.
- 2.7.10 Any unsafe driving practices, including but not limited to, exceeding posted speeds (5 mph) are prohibited within the parking garage.
- 2.7.11 The concrete parking bumper within each assigned parking space may not be painted, written upon, moved or rearranged.
- 2.7.12 Cleanup of any leakage of auto fluid on to the garage floor is the joint responsibility of the vehicle owner and the owner of the parking space. If leaked auto fluid is not cleaned promptly, the association will clean the affected area and bill the owner of the assigned parking space.

- 2.7.13 Owners must keep secure at all times their issued vehicle parking gate sensor. Every parking space owner or tenant must obtain the appropriate FOB from the Management Company at a cost (see fee section).
- 2.7.14 Other than for emergency repairs (i.e. dead battery, flat tire), vehicles may not be repaired or serviced in the garage. Under no circumstances may a vehicle be left on blocks, jacks, etc. without the vehicle owner being present.
- 2.7.15 Washing of vehicles in the parking garages is strictly prohibited. Exterior wiping and waxing of a vehicle, as well as interior cleaning, is permitted.
- 2.7.16 All drivers should be mindful that all corners within the parking garage are very tight and may have blind spots. To avoid accidents, we ask all drivers to use the building's mounted mirrors to assist in visually determining approaching vehicles.
- 2.7.18 Parking spaces assigned to a unit may be rented only to other owners or renters of the building. Written documentation must be provided to the Management Company within ten (10) days of the signed parking space lease.
- 2.7.19 No items of any type may be stored outside any vehicle in any of the parking spaces, the garage or suspended from walls, columns or ceiling.
- 2.7.20 Visitor parking is limited to (2) two vehicles per residential unit unless previously approved by the Alagon Security. Visitor parking is on a first come, first serve basis. Owners and residents are not allowed to use visitor parking as additional parking or storage for their other personal vehicles, nor storing of a guest's vehicle that is not registered at the Condominium.
- 2.7.21 Visitor parking cannot be used as a parking of convenience by guests that frequent the building three (3) or more times a week. Exceptions may be approved by the Association on a case by case basis.
- 2.7.22 No vehicles can display advertising signs on their vehicles within the parking garage.
- 2.7.23 All vehicles with an assigned parking space are to be registered with the Association.
- 2.7.25 Handicap parking spaces for units are available on all parking floors. Residents that choose to use these spaces must have a valid Florida DMV-issued handicapped tag and must be displayed on any vehicle registered. During the period that the resident uses this space they automatically forfeit the use of one of their assigned spaces. Handicap parking spaces are not to be used as a permanent or an additional parking space for a unit, and cannot be permanently assigned by the Association to a unit. Time limitations for parking in handicap parking spaces may be adopted by the Board.
- 2.7.26 Residents are prohibited from contacting towing firms to have vehicles towed, unless they are towing their own personal vehicle. Towing requests can only be initiated by the Association or the Management Company. All towing activities must be supervised by Security.
- 2.7.27 On arrival, all guests who may be staying more than two (2) days, upon request, will be issued a temporary guest parking pass. The parking pass will indicate the unit number, the number of days they are visiting, and an expiration date that must be visible through the front windshield at all times.
- 2.7.28 Maximum height for entering the residential parking garage is 7'0", Thus, all drivers should be mindful of the height of their vehicle when entering the building.
- 2.7.29 Car engines must not be run in the garage any longer than necessary or for a maximum of fifteen

(15) minutes.

- 2.7.30 Upon entering the second floor parking garage, all drivers should be mindful that they are crossing a walkway and should use the mounted mirror to visually determine if any pedestrians are approaching.
- 2.7.31 No boats, boat trailers, motorcycles all-terrain vehicles, recreational vehicles, canoes, golf carts, mobile homes, or unlicensed off road all-terrain vehicles can be parked or stored in any parking space or on any portion of the common elements.

2.8 Pets

- 2.8.1 Unit occupants may have two (2) permanent household pets.
- 2.8.2 Pets that cause or create a nuisance or unreasonable disturbance, which includes without limitation: noise, smell and inappropriate or aggressive behavior or if they are deemed to be dangerous by the BOD, may be permanently removed from the property.
- 2.8.3 The maintenance, keeping, breeding, boarding and/or raising of farm animals, livestock, poultry or commercial raising of domestic animals (i.e. cats and dogs) is prohibited.
- 2.8.4 All pets are prohibited within the pool deck gated area or gym. *Registered service animals are exempt from this rule.
- 2.8.5 Pets are not allowed in the pool, Jacuzzi.
- 2.8.6 Exotic animals; Class I, II, III, as defined in Florida Fish & Wildlife Conservation Commission [Administrative Code Rule: 68A-6.002](#) are prohibited.
- 2.8.7 Pets are the responsibility of their owners. Any damage to the building or its adjoining premises caused by pets will be assessed to the respective owner and possibly include fines.
- 2.8.8 Residential pet owners are required to keep their pets in good health and free from communicable disease. Residents who have a dog shall provide the Association with documents of rabies and any other mandatory vaccinations, as well as all licenses and registrations required under municipal, county, state or federal law during the month of March of each year.
- 2.8.9 Dogs and cats shall be kept leashed or carried (leashes no more than six (6) feet in length) at all times while on the premises and outside of the resident's unit. Residents must restrain their dogs from jumping on, rushing at, growling at, acting aggressively towards or otherwise intimidating other residents and their pets.
- 2.8.10 Fish tanks are limited to one (1) per unit and are not to exceed one-hundred (100) gallons.
- 2.8.11 Pet owners shall be responsible for the collection and proper disposal of pet waste from all common elements and limited common elements as required by the City of Tampa & Hillsborough Ordinance. Pet waste may not be disposed of in the building interior area trash receptacles. A pet waste receptacle is provided on the outside of the building behind the garbage area.
- 2.8.12 Litter boxes and training pads for cats or dogs are prohibited on balconies, terraces and all common elements. The use of balconies or terraces as a pet toilet area is strictly prohibited.
- 2.8.13 Any resident with a litter box in their unit must dispose of used litter in a properly sealed container/bag.

- 2.8.14 Pet owners are responsible for any and all odors caused by their pets.
- 2.8.15 Animals shall not be left unattended for extended periods. Instances of pet neglect and abandonment will be referred to the proper authorities. The pet owner holds the Association harmless from any report made to the proper authorities regarding the perceived mistreatment of an animal.
- 2.8.16 Unattended pets are strictly prohibited on balconies or terraces. Pets are not to be housed on any balcony or terrace.
- 2.8.17 Pet owners shall not permit their pet to urinate or defecate on any part of the building, nor in/on building sidewalk.
- 2.8.18 In the case of a pet urinating or defecating in a common element, owners are responsible for the immediate cleanup of any waste material by their animal and for notifying the Management Company to address the soil stains. Any costs of clean up and replacement of any common element are the responsibility of the owner of the unit where the animal resides or was visiting.
- 2.8.19 Excessive barking is not allowed. This is defined as barking incessantly for more than ten (10) minutes, or on more than three (3) occasions throughout the day or on consecutive days, in a manner that can be heard by other residents.

3.0 Security

- 3.0.1 All residential owners and tenants are required to use their key access fobs when entering the residential lobby. Each residential unit will be limited to one (1) fob per unit owner named on title or tenant on the lease, and will also be limited to the number of people permanently living within the unit over the age of twelve (12) at a cost (see fee section).
- 3.0.2 On a case by case basis, one (1) additional fob may be issued to unit owners for the use by immediate family members and/or caregiver. Request must be in writing to Management Company and final approval rests with the BOD.
- 3.0.3 Except for owners and tenants, all visitors entering the building must sign in at security desk upon entry. The security shall verify the identity of any visitor or guest requesting access before permitting access.
- 3.0.4 Replacement key fobs (in the event of loss, theft or damage) may be obtained at a cost through the Management Company (see fee section). Each replacement key fob issued will require the deactivation of a previous existing assigned key fob.
- 3.0.5 Residents should never leave their unit doors unlocked. Residents are urged to double lock their doors if possible. Also, lock your automobiles at all times.
- 3.0.6 All common element and limited common element doors must remain closed and locked at all times. These doors may not be blocked from fully closing or propped open.
- 3.0.8 All residential visitors and contractors are required to report to the front desk for registration.
- 3.0.9 If a guest, visitor, or client has requested access into the parking garage, the owner or resident must request prior approval in order to have the security desk provide access.
- 3.0.10 No one is permitted behind the security desk for any reason, including but not limited to, use the computer, use the phone, view the security camera, or retrieve documents or deliveries, without the approval of the security or Management Company.
- 3.0.11 For security reasons, never label keys or fobs with an address or unit number in case they are lost

or stolen.

- 3.0.12 Do not allow anyone to follow you into the front lobby of the building or rear entry door unless you know them. If this happens, do not confront them, but immediately contact the security desk.
- 3.0.13 Do not allow anyone to follow you (tailgating) into the parking garage. If someone is tailgating you into the garage, please notify the security desk immediately. Write down the make, color, and model of vehicle, as well as the location where they parked.
- 3.0.14 In case of an emergency originating in or presenting a threat to any unit, regardless of whether the owner/renter is present at the time of such emergency, the Association or any other person authorized by it shall have the right to enter such unit for the purpose of remedying or abating the cause of such emergency.
- 3.0.15 Unit owners are encouraged to not change the original lock of the rear service door in their unit. If a unit owner changes this lock, we encourage that the key and or code be provided to a family member, another unit owner they trust or the Management Company. The information should be communicated to the Management Company in writing by the owner as to who has keys and the local phone number of said person to be contacted in the event of an emergency.
- 3.0.16 If a resident has changed the locks and keys are not available and a circumstance that requires a forced entry arises, the unit owner, not the Association or Management Company will bear the expenses of lock replacement and any damage incurred to the door and/or door frame.
- 3.0.17 If you notice anyone or anything suspicious, report it immediately to the security officer on site and/or the Tampa Police Department by calling 911. Always write down any information that may assist the Association or Police in their investigation of an incident. License numbers, dress, color of hair, approximate height and weight, race and build are very helpful.
- 3.0.18 No one is allowed to use an emergency exit for any other purpose other than exiting during an emergency. These doors are not be used as a door of convenience.
- 3.0.19 Owners and their tenants must provide and maintain updated telephone numbers, emails and mailing address, as well as emergency contact information to the Management Company. This information will not be made public to other unit owners or residents, excluding the BOD. This information is for the sole purpose to effectively communicate between the BOD, the Management Company, and all unit owners and residents.
- 3.0.20 Under no circumstances can owners or tenants allow the use of their fob entry devices to be used by others, unless they authorize a guest to use the unit while the owner is away and that authorization has been communicated to and documented by the Management Company.

3.1 Solicitation

- 3.1.1 There shall be no solicitation by any person anywhere on the property except the mail room on the community information board, without a prior request in writing and the prior approval by the BOD. This does not include any notice distributed by the Management Company as a means of informing owners, residents and business.
- 3.1.2 Posting criteria for the community information board is as follows:
 - 1. Only owners/residents may post
 - 2. No 3rd party postings
 - 3. Maximum. size 3” x 5”

4. Maximum Duration. posted (4 weeks)
5. Time between same posting (3 months)
6. First come basis, pending available space
7. Actual posting and removal by security only

3.2 Smoking In Common Areas

- 3.2.1 Smoking is prohibited in all public areas (common elements) of the building including all hallways, restrooms, stairways, sauna, gym, service area, elevators, and lobbies. * The Pool deck is exempt from this rule, only if there are no other people on the pool deck.

3.3 Storage Units Cages (Parking Garage)

- 3.3.1 Storage units are available for sale or lease for a minimum of one (1) year from the Management Company (see fee section). Fee is to be paid in January of each given year, or prorated, as the case may be.
- 3.3.2 Units are to be kept locked and clean and in good appearance at all times.
- 3.3.3 Exterior covering of fence cage must be of a dark gray or black in color.
- 3.3.4 Storage of combustible or flammable objects is strictly prohibited.
- 3.3.5 No objects are permitted to be stored outside of the storage cages at any time.
- 3.3.6 The Association or Management Company will not be held responsible for loss or damage to any articles stored in storage unit cages.

3.4 Swimming Pool and Deck Area

- 3.4.1 The pool is to be used at the user's own risk. It is recommended to first consult with a private physician.
- 3.4.2 Children under the ages of twelve (12) may use the pool, but only under direct adult supervision.
- 3.4.3 Proper bathing attire must be worn at all times. No pants, cutoffs shorts, underwear or thongs are permitted. Nudity is strictly prohibited.
- 3.4.4 Shower before entering the pool is required.
- 3.4.5 Only residents and their guests or visitors may use the pool.
- 3.4.6 Food and beverages shall not be consumed or stored within ten (10) feet of the pool's edge.
- 3.4.7 The pool is open from dawn until dusk seven (7) days a week.
- 3.4.8 Please report any missing, damaged or malfunctioning equipment to the Management Company immediately.
- 3.4.9 Glass containers are not permitted in any part of the pool deck area. Only non-glass containers are approved in the entire pool area.
- 3.4.10 Swimming pool occupancy is limited to ten (10) people.
- 3.4.11 No running, jumping or diving into the pool is permitted.

- 3.4.12 No registered party or un registered gathering shall be allowed to continue after 10 p.m. Noise shall be kept to an acceptable level so as not to disturb other residents.
- 3.4.13 The pool may be closed at the discretion of the Management Company in the event of inclement weather or mechanical/chemical problems.
- 3.4.14 The pool cannot be reserved; these amenities are for all residents all of the time.
- 3.4.15 Swim at your own risk, no lifeguard is on duty. Swimming alone is not recommended.
- 3.4.16 Persons with open sores, cuts, or communicable diseases should not enter the pool.
- 3.4.17 No animals are allowed in the pool area at any time. *Registered service animals are exempt from this rule, but may not enter the pool or Jacuzzi and may not interfere with facility use by resident or guest.
- 3.4.18 Furniture, including but not limited to chairs and tables, are not to be removed from the pool deck.
- 3.4.19 Owners/residents and their visitors, guests will conduct themselves in such a manner that will not disturb or interfere with other owners, residents, visitors, guests, or functions throughout or around the pool deck.
- 3.4.20 Children who are not toilet trained, and other incontinent persons, when in the pool, must wear clothing specifically designed and manufactured to serve as waterproof pants.
- 3.4.21 Mask, goggles, snorkels including hand and feet fins are allowed, provided the equipment does not mark the pool surface.
- 3.4.22 In an attempt to protect the patio furniture from being stained by suntan oils or other lotions, please cover the furniture with a towel at all times.
- 3.4.23 No loud radios, stereos, boom boxes, or musical instruments are allowed in the pool area. Headsets and/or earphones are required if the music can be heard by other persons.
- 3.4.24 Pool deck gatherings have a maximum capacity of forty-five (45) visitors and/or guests.
- 3.4.25 No wet clothes or bathing suit attire is permitted beyond the outdoor pool deck. When entering the building, no person may be wet or cause the floor within the lobby to become wet.
- 3.4.26 The Board requires advance approval and registration for any large parties intending to use the pool area, being defined as more than 20 persons including the hosts.

3.5 Television/Internet & Radio Antenna/Satellite Dishes

- 3.5.1 The installation of antennas/dishes outside the unit must be approved by the Board of Directors. Antennas/dishes will not be permitted attached or adhered to the building, balconies or patio railings, or in common areas.
- 3.5.2 Pool deck/Lobby Wi-Fi is for the sole use of residents and their guests/visitors using the pool deck or lobby area. No residential/commercial or business unit is to access the Wi-Fi from their unit.
- 3.5.3 Pool deck/Lobby Wi-Fi is a password protected secure network. To utilize the Wi-Fi, all units are required to request the password from Alagon security. This password on occasion may be changed to due to breaches in security or inappropriate use of the network.
- 3.5.4 Residents and/or their guests and visitors can and will be blocked from the use of the Wi-Fi

based on our Fair Use Policy, as interpreted by the Association.

- 3.5.5 Please report any missing, damaged or malfunctioning equipment to the Management Company immediately. Do not attempt to make repairs or adjustments.

3.6 Unit Rentals & Unit Sales

- 3.6.1 Approval guidelines to purchase a residential unit require that the applicant not being a registered sex offender (Florida Statute Chapter 794.065). Application review costs will be at the renter's/buyer's expense (see fee section).
- 3.6.2 The minimum lease duration is six (6) consecutive months.
- 3.6.3 Any and all subleasing is strictly prohibited.
- 3.6.4 All fines associated with rental units, including tenants, visitor or guests of tenants will be assessed against the unit owner, in addition to fines being assessed against tenants jointly with the owners.
- 3.6.5 Prior to closing or leasing, owners, as well as renters, are required to submit to the Management Company a written acknowledgment signed that they have received and read a complete copy of the Rules and Regulations of the condominium, prior to occupying the unit. (See Appendix A)
- 3.6.6 A refundable security deposit for moving in or out (see fee section) shall be received by the Association from the renter before any renter will allowed to occupy any unit. Failure to comply with this provision shall be grounds for denial to access to the building elevators.
- 3.6.7 There shall be no "For Sale", "For Rent" or "Garage Sale" signs exhibited, displayed or visible from the interior or the exterior of the common elements. No signs advertising residential space may be posted on the windows, balcony, or terrace of a residential space.
- 3.6.8 No "Open House" visitors will be permitted in the building.
- 3.6.9 All renters must present a current lease agreement.

3.7 Unit Use and Maintenance

- 3.7.1 No unlawful, obnoxious or offensive activity shall be conducted in any unit or in the common elements. Nothing shall be done thereon, either willfully or negligently, which may be or become a danger, annoyance or nuisance to the other owners or occupants.
- 3.7.2 Owners and tenants are responsible for maintaining their units such that they pose no safety or health hazard to the unit occupants or other building residents. Each unit is to be maintained in good operational order.
- 3.7.3 Each unit owner is responsible for the maintenance and repair of interior walls of units, appliances, heating and air-conditioning units, plumbing, electrical, fixtures, and flooring.
- 3.7.4 Maintenance, repair or replacement of light bulbs and the electrical problems located within the unit is the responsibility of the unit resident. This includes the private elevator foyer of each residential unit.
- 3.7.5 Fire sprinklers, smoke detectors, fire alarm speakers inside individual units must be functional at all times, and must not be removed or altered.

- 3.7.6 No unit may be divided or subdivided into a smaller unit.
- 3.7.7 No flammable, combustible, explosive, or other types of hazardous materials shall be kept in any unit or storage cage, including Liquid Propane (LP) gas tanks.
- 3.7.8 Motorcycles, scooters and mopeds, or similar vehicles with fuel tanks regardless if they are full or empty, cannot be stored within a unit.
- 3.7.9 At no time shall anyone dispose of grease by pouring it down a sink or any other water drain. Also, any toilets or other water drain inside the unit or in the common elements must not be misused such as disposing of sweepings, trash, rags, diapers, sanitary napkins or any other foreign substances. The cost of any damage resulting from misuse of same shall be borne by the unit owner causing the damage.
- 3.7.10 No smoking is to take place in the units or on balconies or terraces, which results in second hand smoke or odors to be noticeable in other units.
- 3.7.11 All Unit Owners shall keep and maintain their respective Units in good condition and repair, including maintaining continuous electric & HVAC service, and maintaining ambient room temperatures between 50-80 degrees at all times. In the event that power is cut off from the Unit, the Association retains the right to turn on electrical service and charge its expenses to the Owner's account.
- 3.7.12 No occupant may play or suffer to be played any musical instrument, radio, television, mechanical equipment in any manner which interferes with the television or radio reception of another unit or in any manner which disturbs or annoys the occupants of another unit.

3.8 Waste Removal/Trash

- 3.8.1 In consideration of those residents whose units are near the trash chute, use of the trash chute is prohibited from 11:00 p.m. through 6:00 a.m.
- 3.8.2 Nothing other than typical household waste that may be easily and securely contained in a twenty (20) gallon or smaller trash bag may be thrown down the trash chute.
- 3.8.3 Utilization of the trash chute for furniture, construction materials, boxes, packing/shipping materials, plant/landscaping waste, or heavy/oversize items is strictly prohibited. Items which do not fit inside the trash chute must be taken down and placed in the large trash dumpsters located on the 1st floor rear service area.
- 3.8.4 No hazardous, explosive, flammable materials, toxic or environmentally unsafe materials may also be thrown down the trash chute.
- 3.8.5 Cardboard boxes must be broken down and placed inside of the 1st floor service area cardboard box trash containers.
- 3.8.6 Recycling of newspapers, metal cans, glass and plastic is encouraged. The building's recycling containers are located in the first floor service area. Metal cans, plastic and glass must be washed before placing them in the containers to avoid odors and pests. Do not put plastic bags in with the newspapers.
- 3.8.7 Glass containers must be secured in a garbage bag before disposed in the trash chute. They may also be disposed of by taken them down to the 1st floor garbage area recycle containers.
- 3.8.8 No loose trash or liquids of any kind is to be thrown in the trash chute or dumpsters. All trash must be securely bagged.

- 3.8.9 The Management Company should be contacted regarding the proper disposal of unusually large or heavy items. Owners will be responsible for any cost incurred by the Association to remove such items.
- 3.8.10 No trash may be placed outside of the trash chute or dumpsters.
- 3.8.11 Live Christmas trees must be properly bagged prior to entry or exit of the building, to avoid the spread of needles and sap. All trees and plants must be transported by using the service elevator.
- 3.8.12 No trash is to be left in common elements for any reason.
- 3.8.13 The trash chute door and room door should be kept closed at all times.
- 3.8.14 Fats of any kind, liquid or solid, and fibrous vegetables must not be put into sink garbage disposals. Doing so causes pipes to clog, which in turn causes sink back-ups and ultimately water damage.

3.9 Water Leak Damage

- 3.9.1 Each owner shall be responsible for promptly fixing leaks in all plumbing lines, plumbing fixtures, lavatories, sinks, tubs, A/C units, water heaters and shower stalls inside their respective unit, and for inspecting and maintaining all facilities in good condition at all times to prevent leaks. Water damage, including damage to other units or common elements, caused by leaks within a unit is the responsibility of that unit owner.
- 3.9.2 All repairs must be done by a licensed and insured contractor. This documentation must be provided to the Management Company prior to work beginning.
- 3.9.3 All work that requires a permit must be provided to the Management Company prior to work beginning.
- 3.9.4 In case of water leak/flooding emergency originating in a unit and presenting a threat to any dwelling, regardless of whether the owner is present at the time of such emergency, the Association or any other person authorized by it, shall have the right to enter such dwelling for the purpose of remedying or abating the causes of such emergency. Emergency contact information must be provided to the Association by the owner and occupants, and if the Association immediately cannot contact a responsible party to confirm that it should proceed with work to abate a leak or other emergency it may proceed to do so at the expense of the unit owner.
- 3.9.5 Water leaks from an adjacent unit should be resolved between both owners. If unable to resolve within a reasonable time, either party may ask for the Management Company to intervene. The Association will then attempt to determine the cause of the leak and determine who is responsible. The Association may charge the responsible unit owner for the costs or such investigation and for any corrective action required to stop a leak, if the unit owner does not take immediate action to do so. The Association will attempt to contact the unit owner before taking corrective action that the owner is responsible for. In compliance with current Florida Statute.

4.0 Water Usage

- 4.0.1 You are urged to use water wisely even though this utility is included in your monthly Association assessment. Should your unit experience any water leaks, please inform the Management Company immediately.

5.0 GUEST SUITE

- 5.0.1 Please be sure and take your room key when you leave the room. The door will lock behind you.
- 5.0.2 No pets allowed in Guest Suite.
- 5.0.3 Absolutely no smoking allowed in Guest Suite or any other common area of the building.
- 5.0.4 If you are using the pool, please be sure that you have a pool key to access the building. The owner/tenant will give you their key.
- 5.0.5 If you are using the media room or billiards room, please make sure you clean it and turn off all lights when finished. Please make sure the projector in the Media room is turned completely off.
- 5.0.6 No radios or other sound producing equipment may be utilized in a manner that is an annoyance or nuisance to other owners or their guests.
- 5.0.7 Please make sure the resident who made the Guest Suite reservation for you arranges building access for you and arranges parking through the Guardhouse.
- 5.0.8 Please be respectful of The Alagon's property.

Guest Suites. Two (2) guest suites are available for use by the owners, their guests, invitees, licensees and tenants subject to rules and regulations described herein, and such additional rules and regulations as may be promulgated from time to time by the Board of Directors. Exclusive use of a guest suite may be reserved by an occupant subject to approval by the Board of Directors. A per diem fee shall be charged for use of any guest suite. The amount of the per diem fee will be established by the Board of Directors from time to time. All potential owners or tenants must go through an application process. Applications shall be reviewed and approved by the Association and/or its designated agents.

Club Room / Media Room

Social Rooms and Catering Kitchen: The social rooms and catering kitchen are available for use by the owners, their guests, invitees, licensees and tenants subject to rules and regulations described herein, and such additional rules and regulations as may be promulgated from time to time by the Board of Directors. Exclusive use of this area may be reserved by an occupant subject to approval by the Board of Directors. Anyone reserving this area shall be responsible for cleanup after use and for any damages, and a security deposit may be required, the amount of which is to be determined by the Board of Directors. In addition, a charge may be established as reimbursement for utilities consumed and any wear and tear on the facilities.

Resident/Host should complete the reservation form and return to the Management Office not less than five (5) days prior to your event, along with your security deposit. For the enjoyment of the homeowners, rooms cannot be reserved for parties for the following holidays; Easter, July 4th, Thanksgiving, Christmas, New Years Eve and Day, Gasparilla and Super Bowl Sunday. Parties will be limited to six (6) hours and concluded by 12:00a.m., unless the Board of Directors has approved extended hours in advance.

If Resident/Host would like to reserve any of the rooms for a business function, there will be a \$200 non-refundable fee.

Notify the guard house no less than 48 hours in advance of the private party so the guard house can admit your guests into the community and instruct them on where to park. You are required to provide the Guardhouse with a list of names of all your guests who are attending your function. It is important to arrange entry into the building for your guests. Please understand that a very limited amount of guest parking is available and if necessary, offsite parking arrangements should be made by the Resident/Host for guests in advance.

Parties that will have over 20 guests are required to hire a security officer to monitor the event if the event is occurring after hours, which is Monday – Friday after 4:00pm or anytime Saturday or Sunday. The security officer will be hired through the current Security Company utilized by The Alagon. The resident must pay the Alagon in advance for the security guard and then the Alagon will reimburse the security company.

Resident/Host is responsible for the actions of all caterers, entertainers, etc. hired for the private party, as well as the clean up and disposal of food, waste, trash and other debris. On the next business day, the Management office will determine if the cleaning performed was adequate. Any damages or extra cleaning fees will be deducted from your deposit.

If you want to decorate the social area, please do so on the date of your private function. All decorations should be disassembled immediately following your party.

If you are going to have music at your function in the Clubroom, it must be turned off by 11:00pm to comply with the City ordinance regarding noise.

Children under 13 years of age must be accompanied and supervised by an adult.

Appendix (A)

Rules and Regulations Receipt

The Alagon on Bayshore Rules & Regulations govern all residents & owners. Please read them carefully.

In order to confirm everyone has received a copy of the Rules and Regulations, please complete this form and return to the Management Company prior to the sale, lease, or occupancy of the unit. Thank you for your compliance.

We the undersigned have read, understand, and agree to abide by the Rules and The Alagon on Bayshore Condominium Association, Inc.

Signature of Owner or Renter:

Unit # _____

Date: _____