

# THE SHORES OF LONG BAYOU

## HANDBOOK





# STRUCTURE OF THE SHORES OF LONG BAYOU

## CONDOMINIUM OWNERS' ASSOCIATION (COA)

Each member of a COA is a member of the HOA. Each COA has its own board of directors that manages the affairs of its association. There are twenty-two (22) COAs.

The certified Declaration of Condominium, of each COA, *contains* the bylaws, articles of incorporation, covenants, plats, etc. that govern the association. The rules and regulations of each COA are referenced in the Declaration of Condominium.

Each COA is self governed while helping to maintain the goals of the HOA.

## HOMEOWNERS' ASSOCIATION (HOA)

Board of Directors is responsible for the business affairs that affect the HOA common elements.

The HOA may obtain and pay for the services of any person or entity to manage its affairs

The HOA may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Shores of Long Bayou Area.

*DIRECTORY*

**Homeowners' Association Manager and Directors**

**Kimberly Gilkey, LCAM, CMCA®, AMS**

**Professionally Managed Onsite by: Resource Property Management**

**For all HOA information, calendar events, notices and more:  
<http://theshoresoflongbayou.org>**

**TheShoresof Long Bayou  
6301 Shoreline Drive  
St. Petersburg Florida 33707  
727-395-9497**

**2020 BOARD OF DIRECTORS**

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<b>Dennis Sercombe</b>	<b>Flag Master</b>
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## **THE PURPOSE OF THIS HANDBOOK**

The purpose of this handbook is to acquaint owners with essential information about The Shores of Long Bayou Homeowners' Association. This document was developed as a resource to make our community a more pleasant, comfortable place to live.

**DISCLAIMER:** *This document in no way is intended to replace the HOMEOWNERS' ASSOCIATION or CONDOMINIUM DECLARATIONS and may be amended as needed in the event of a conflict.*

## **SECTION I**

**The SHORES OF LONG BAYOU** consists of twenty-two (22) individual condominium associations comprised of 341 units that include townhouses, mid-rise buildings, and villas. This gated community sits on 77 acres of the Long Bayou waterfront, an estuarine water body that flows into the Gulf of Mexico. Long Bayou is an arm of Lake Seminole, a 684-acre freshwater lake that supports intense recreational use including boating, water skiing, and fishing. The Shores of Long Bayou includes a 1.7 mile nature trail, 25 acres of lakes and ponds, nature preserves rich with flora and fauna, a clubhouse, two pools and a spa. The clubhouse contains a fully equipped kitchen for private functions. An exercise room is also available at the clubhouse. The clubhouse pool is heated while the Villa pool is not heated. The pools are open from 8:00am to dusk.



### **THE SHORES OF LONG BAYOU (HOA)**

*Summary drawn from the HOA Declaration of Condominium:*

The HOA is a not-for-profit Florida corporation which was organized for the purpose of, among other things, providing an entity to assist the condominium associations within the Shores of Long Bayou Area to promote the health, and general welfare of the residents and owners of condominium units within said area pursuant to the Declaration of Covenants; to improve, maintain and preserve certain property within the Shores of Long Bayou, which includes the overall appearance of all condominium associations. The HOA has the power, and authority, to control the overall appearance of the Shores of Long Bayou. No change may be made in the exterior appearance, landscape design, or other similar matters, without the approval of the HOA. The Homeowners' Association has the authority to adopt such rules and regulations as it deems necessary for the control of the overall appearance of the Shores of Long Bayou and for the proper use and enjoyment of the common maintenance within the Shores of Long Bayou.

The board of directors of the HOA supervises the operation of our community's common areas. Directors volunteer their time and receive no compensation. The Board consists of nine (9) directors.

COA issues are not handled by the HOA manager. Although termed "HOA", the HOA follows the guiding laws under, Chapter 718 Florida Statutes Condominiums.

## HOA RULES (*Appendix A*)

### **CONDOMINIUM OWNERS' ASSOCIATION (COA)**

Each of the twenty-two (22) COAs functions as an independent entity with its own board of directors. Each COA has a Declaration of Condominium that incorporates its Bylaws which enumerate the operations and procedures of the COA, and its self governance, while helping to maintain the goals of the HOA. Each COA has its own set of Rules and Regulations. It is a requirement that all owners be in possession of a **recorded** set of condominium documents. All members of each COA must be members of the HOA.

### **MANAGEMENT**

The Shores of Long Bayou HOA employs a management company, Resource Property Management, to take care of the administrative affairs of the HOA. Resource Property Management hires the on-site manager. The manager's office is located in the clubhouse. Office hours are Monday to Friday, 8:30 am to 4 30 pm. The manager's main responsibilities are:

Oversee, administer, and supervise the operation of the HOA common elements, which include the common grounds, sidewalks, roadways, lakes and ponds, 2 pools, clubhouse, pump house, irrigation system, nature trail, and one employee. The manager also maintains the association office and records required by the Florida Statutes and the Florida Administrative Code. The administration of these different elements includes working with the lawn crew, pool service company, insurance agent, environmental company, state, county and city governmental agencies, and fire department. The manager also provides parking decals and manages clubhouse reservations. The manager **ONLY** maintains the financial obligations of the HOA.

Each COA contracts independently for its association accounting. All individual financial concerns must go through your independent association. Contact your association president for more information.

Since each COA is an independent entity, building information and issues should be managed at the association level. If an issue requires HOA the manager's attention, or the HOA board of director's attention, an officer from the COA's board of directors may be a liaison in contacting the HOA manager for further guidance.

## **SECTION II**

### **ADMINISTRATIVE CHARGES**

FAX	\$ 0.50 per page
Copies	\$ 0.10 per page
Replacement decal for car	\$ 5.00
HOA documents	\$ 50.00
Condo (building) documents	\$ 50.00
Printed HOA Handbook	\$ 5.00
Pool Replacement key	\$ 5.00
Special request documents	\$ 0.50 per page

### **DOCUMENTS**

Every owner should have a set of **recorded** documents. These documents include the Declaration of Condominium, Articles of Incorporation, Bylaws, and Rules and Regulations, and amendments. There is a set of documents for the HOA, as well as a set of documents specific to your condominium. If you do not have a set, you may purchase these documents from The Shores of Long Bayou manager's office.

### **GATEHOUSE ATTENDANTS**

The attendants at the gate are responsible for traffic control. They are not security guards. The attendants check incoming vehicles for resident decals and visitor passes. Please make sure your visitors display their passes on the dashboard. The attendants will not accept deliveries, nor will they hold articles for guests or vendors. The guards are employees of a company hired by the The Long Bayou Road Board Association, Inc. (RB). RB consists of The Shores of Long Bayou, Long Bayou, The Palms, and The Villas of Long Bayou.

### **VISITOR PASSES**

White passes are issued for one day use--issued by the gatehouse attendant. Green passes may be requested for visitors or household employees for up to one year. To obtain a green pass, one must fill out the form requesting such a pass. These forms may be obtained in the clubhouse, or theshoresoflongbayou.org website.

### **ARCHITECTURAL CHANGES**

Architectural changes outside any owner's condominium are under the guidance of the Board of Directors for that condominium, and the architectural committee of the HOA. Architectural forms are available at the office. Any replacement, change, or addition must conform to the common appearance put in place by The Shores of Long Bayou HOA. Please check with your association board of directors before commencing with any major project such as; changing of screen doors, windows, garage doors, awnings, or lanai enclosures. See your COA documents for a full list. (**Appendix C**)

**\*\*\*Guidelines on rules for hurricane shutters (Appendix J)**



## **SECTION III**

### **PETS**

Each COA maintains restrictions, and a set of rules and regulations, regarding pets. The rules may be adjusted as deemed necessary by the board of directors of each COA. The HOA does not have jurisdiction regarding size, weight, or breed of pets. Due to safety issues, the HOA discourages the use of retractable leashes. The HOA accepts no responsibility for any mishaps involving retractable leashes.

**(Appendix D)**

### **WILDLIFE**

#### ***UNDER NO CIRCUMSTANCES MAY ANY ANIMAL BE FED!***

This list includes alligators, ducks, squirrels, coyotes, cats or any other indigenous wildlife.



**Alligators:** The State of Florida has the right to enter private property to maintain the waterways, which include the alligator population. If they receive a complaint from an individual who feels an alligator is a threat to the community, or to themselves, the state will ask a series of questions to determine if the animal is a threat or not. Generally, an alligator may be

considered a nuisance if it is at least 4 feet in length or poses a threat to people, their pets, or property. Unless an alligator is smaller than 4 feet, and isn't bothering anyone but the ducks, it isn't considered a nuisance. The best thing you can do is to contact your local or regional Fish and Wildlife Conservation Commission (FWC) office at 352-732-1225 or call 1-866-FWC-GATOR. If the alligator is deemed to be a threat to the public, a licensed trapper will be sent to remove it.

### **WASTE DISPOSAL**

Major debris such as that which results from condominium renovation work should be properly removed from the premises and disposed of by the contractor. Minor debris should be broken down and disposed of by the owner. **All remodeling debris (floor tiles, paint cans, large pieces of wood, etc.) must be removed by the contractor or taken to a dump site by the owner.**

### **RECYCLING**

The Shores of Long Bayou is considered a commercial entity for the purpose of trash collection. Association XXI is the only residential building as defined by the developer. As we are in the city of Seminole, we are contracted by default, to use Waste Management (WM) for trash removal. Each association has a contract with WM for this service. The HOA DOES NOT have a contract with or pay for any waste management services. It is up to the association's board of directors to manage this issue and cost. Recycling bins may not be placed outside or be visible from the road.

City of Seminole recycling:

[http://www.myseminole.com/Pub\\_Works\\_Recycle.htm](http://www.myseminole.com/Pub_Works_Recycle.htm)

## **SECTION IV**

### **WETLANDS COMMITTEE**

“The Nature Reserve is an ecological jewel within an urban landscape on the shores of Old Tampa Bay. This coastal system, comprised of aquatic and upland ecosystems, is home to numerous species of native plants and animals. Use of this nature preserve is primarily intended for passive recreation, nature observation, a nesting and foraging area for wildlife, and as a buffer from storm damage. The trail is part of the land development called "The Shores of Long Bayou" and is therefore owned and overssen by management and the HOA board of directors.

The Wetlands Committee of The Shores of Long Bayou endeavors to protect the quality of the water, protect the waterfowl by providing a nesting and feeding habitat, protect the flora by replacing exotic, invasive plants with Florida-native species, protect the mangroves and protect the native animals.”

**(Appendix E)**

### **NATURE TRAIL**



The nature trail is an amenity enjoyed by all. Please do not dispose of trash along the trail or among the wooded areas. People walking small pets should be aware that alligators frequent the ponds. As in other areas, feeding wildlife is not permitted. Owners may not plant foliage along the nature trail-aloe, flowering plants, etc. The trail is part of the preserve, and is maintained as such.

### **MANGROVES AND TREE TRIMMING**

Although the Declaration of Condominium indicates that the HOA maintains oversight over the areas behind the buildings, the HOA does not have the authority to cut these areas. Mangrove trimming has been permitted by SWIFTMUD for associations VIII, XVIII, XIX, XX, and XXI. Mangrove trimming is done at the expense of the respective association and may only be accomplished by a certified arborist between March 1 and November 30. The land behind condominium XXII is an impact parcel (Govt Lot 2), and as such is considered a conservation area that may not be altered. Any association desiring trimming or cutting behind the building, must first seek authorization from the HOA. The individual association will bear the cost of any work done to the rear of the building. More information regarding the nature trail and its creation can be found in the *Wetlands Report*. **(Appendix E)**

### **PLANTINGS**

Any plantings surrounding the midrises are maintained by the landscaping company with input from the manager. Residents should not introduce any plant into any area surrounding the midrises or anywhere on the HOA common area. Plantings installed by owners will be removed.

## **SECTION V**

### **PARKING**

The developer of The Shores of Long Bayou allotted 1.5 parking spaces per unit. The City of Seminole, as well as SwiftMud, will not allow the creation of additional parking spaces. Anyone who has more than two (2) vehicles should park any excess vehicles at the clubhouse. If you have 3 cars in your family, park the third at the clubhouse. If you have a garage, please use it for your vehicle.

No vehicles shall be parked along Osprey Pond (buildings V, VI, VII, VIII, IX, X or along the pond near XVII, XVIII, XIX).

### **OVERNIGHT PARKING**

No moving van, RV, or boat may be parked in The Shores of Long Bayou parking areas overnight.

### **TOWING**

Any vehicle which is not currently licensed or cannot be operated lawfully on the highways of Florida, will be towed at the owner's expense, after reasonable notice to the owner of the vehicle to remove the vehicle from the common parking areas.

### **PORTABLE ON DEMAND STORAGE (PODS)**

A movable storage container may only be parked on HOA property for a period not to exceed 48 hours. Any damage to HOA property resulting from the delivery, removal, or use of a movable storage container will be the responsibility of the owner renting the container regardless of who caused the damage. A homeowner or tenant must advise the HOA manager that they will be using such a container along with the expected delivery and removal dates.

## *SECTION VI*

### **COMMON AREAS**

No owner, occupant, or visitor may make or permit any disturbing noises that interfere with the right, comfort, or convenience of other residents. Smoking is not permitted in the clubhouse. Pets are not permitted in the clubhouse or the pool areas.

### **CLUBHOUSE POOL AND VILLA POOL RULES**

Basic rules for the pools are listed at each respective pool. Throw away all trash, when at the pool. No glass in the pool area. Owners must be with their guests at the pools. If needed, only "swim diapers" shall be used in the pool. (**Appendix H**)

### **WINTER HOLIDAY DECORATING**

Lights, displays and other decorations placed upon the HOA's common element for the traditional holidays, may be lit from (1st) of December until the first (1st) Saturday in January. All decorations should be removed by January 15.

### **WIFI HOTSPOT**

The Shores of Long Bayou has a WiFi hotspot at the clubhouse that encompasses the pool area. On your device, open WIFI SETTINGS, choose THE SHORES OF LONG BAYOU CLUBHOUSE. Click that you agree to the terms and conditions. The connection should be made at that point. No password is required.

### **GRILLS**







Florida Fire Prevention Code 2011 edition as adopted by The City of Seminole Fire Rescue. This publication is provided to clarify the code restrictions for the use of charcoal, LP GAS fueled grills, electric grills, and other equipment or appliances on the patios, porches or balconies.

It also addresses the transportation and storage of containers of LP GAS in buildings that consist of three or more living units and that are two or more stories in height as defined in the Florida Fire Prevention Code, NFPA 1. (Appendix I)

## **APPENDIX A**

### **HOMEOWNERS' ASSOCIATION RULES & REGULATIONS**

#### **COMMON**

-  Notices for all HOA meetings will be posted on the designated area in the clubhouse.
  
-  The common areas shall be used only for the purpose for which they are intended. The common areas shall not be obstructed, littered, defaced, or misused in any manner.
  
-  Signs or other displays or advertising such as "For Sale" or "For Rent" may not be placed on any part of the common elements, limited common elements, or unit, excepting for spaces specially provided for such signs as shall be designated by the HOA.
  
-  The United States flag: The villa condominiums may display the United States flag in a bracket mounted on the wall next to the garage. Flagpoles may not be installed on HOA common property.
  - Florida Statute 718.113 (4) Any unit owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. FLAG ETIQUETTE- [www.usflag.org](http://www.usflag.org)
  
-  Rubbish, refuse, garbage, or trash shall not be allowed to accumulate in places other than the receptacles provided so that common elements shall at all times remain in a clean and sanitary condition.
  
-  All draperies, curtains, blinds, shades or other window coverings installed at exterior openings shall have a white covered surface or drape lining facing the outside to maintain uniformity in the exterior window appearance of all units and buildings.



## CLUBHOUSE

- ✚ The fitness room equipment usage is not monitored. Use of the exercise room equipment is at your own risk. A person under sixteen (16) must be accompanied by an adult. (07/16/2014)
- ✚ Each unit owner requesting to either audio or video record any meeting of the Association shall submit, in writing, a request to do so at least twenty-four (24) hours prior to the opening of the meeting and complete the Audio Video Taping Form. **(Appendix K)**

## CONDUCT

- ✚ Members of the association shall not engage in any abusive, harassing, slanderous, or libelous behavior, or any form of intimidation, bullying, or aggression directed towards any member, guest, tenant, management, its agents, its employees, or vendors. Repetitive instances of any of the above actions shall result in an incident report being filed in the association office inclusive with any supporting documentation (i.e. emails, witness report, etc.). A letter to cease the offending behavior will be sent to the individual citing the violation of the association's rules. After receiving written notification, continuation of any behavior noted above, may result in legal action.  
(07/16/2014)
- ✚ Rude, abusive, hostile, slanderous behavior towards the manager is not acceptable. Owners shall be polite and considerate when telephoning or entering the office. Shouting, and inappropriate behavior and language, will not be tolerated.  
(07/16/2014)
- ✚ Nuisances\* shall not be allowed to exist upon the HOA property property, nor shall any use or practice that is the source of annoyance to any other resident, or which interferes with the peaceful possession and proper use of the property by its residents.
  - \* An activity that interferes with the use or quiet enjoyment of another resident of their separate interest, or exclusive use of the common area that creates a condition that is hazardous, noxious, or offensive.
- ✚ No immoral, improper, offensive, or unlawful use shall be made of the HOA property or any part of it, and all laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed.

- ✚ Vendors and contractors hired by the HOA are directed by the HOA. Any request or concern about work done or needed to be done by any contractor must be processed through the office. Residents shall refrain from approaching these people while they are working.

## **PETS**

- ✚ Pets are permitted to be walked only in designated walking areas or, if none, in the common area. Dogs must be on a leash when outside the COA unit. Owners, and residents shall clean up after pets. The right to have a pet is subject to any, and all, regulations concerning animals that may be established from time to time by the HOA. Any violation of the rules governing the right to have pets may result in a revocation of the right to keep the pets. A unit owner shall be responsible for all violations of this rule by lessees of his unit.


[Public Nuisance Animal Form](#)


<http://www.pinellascounty.org/animalservices/nuisance.htm>

## **VEHICLES AND PARKING**


Residents shall use only the parking spaces designated for common area parking.


- ✚ Parking shall be limited to passenger automobiles, passenger station wagons, vans, trucks under a one (1) ton capacity, motorcycles, scooters, and golf carts. All other vehicles, trailers and other objects and matters not specifically authorized herein, shall not be permitted in said parking spaces. This prohibition on parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pickup, delivery, and other commercial services as may be necessary to effectuate deliveries to the COAs, the HOA, and residents.
- ✚ Residents, and their guests, are required to observe areas within the Shores that are marked for "NO PARKING." Violators will be warned of infractions, and vehicles involved may be subject to towing at the owner's expense. Parking is prohibited in building access driveways, except Villas (XI to XX) and Townhouses (Bldg 21) and all areas that would result in blockage of access to trash collection and facilities dedicated to fire and rescue.
- ✚ Mobile homes, trailers, and campers are not permitted to park on Shores property overnight. Under special circumstances, at the manager's discretion, these vehicles may be parked in a specified location. These vehicles may be stopped in front of the owner's building during daytime hours to allow transfer of baggage and other property.
- ✚ Visitors may NOT park in a reserved parking space.

 A moveable storage container (i.e. POD) may only be parked on HOA property for a period not to exceed 48 hours. Any damage to HOA property resulting from the delivery, removal, or use of a moveable storage container will be the responsibility of the owner of the unit being serviced by the container, regardless of who caused the damage. A homeowner or tenant must advise the HOA manager that he will be using a container, as well as the expected delivery and removal dates. (07/16/2014)

 Any vehicle larger than an SUV may not be washed or rinsed on the COA or HOA property - i.e. RVs, motor homes, boats, trucks and other equipment in this size category.

## **HOA & COA RESPONSIBILITIES**

 The HOA will not pay for the removal and disposal of any tree growing on COA property or adjacent to a COA on HOA property. A COA's decision to remove a tree must be approved by the HOA's Architectural Committee, and be in compliance with the State of Florida and Pinellas County laws and permitting regulations. All removed trees must be replaced by a suitable flowering tree. All cost for removal, disposal, and replanting are to be paid by the requesting Condominium. (07/16/2014)

 Although the responsibilities of the HOA and the various condominiums are detailed in their respective documents, the following statements are HOA policy:

#1 The HOA will be responsible for contracting, and budgeting for grass cutting, oak and palm tree trimming, fertilizing, grub and pest control and bush and hedge trimming at the maintenance level throughout the Shores of Long Bayou.

#2 Any undertaking on condominium common property, in excess of the work listed in #1 above will be the responsibility of that condominium association. This includes tree removal and planting, landscaping, wildlife removal, as well as any other work on COA common property. All work undertaken has to be consistent with the HOA and condominium documents. Any change to existing landscaping has to be approved by the Architectural Committee, and trained landscaper.

#3 The HOA is responsible for the maintenance of all HOA common property. The HOA Board of Directors, will determine the level of maintenance to be undertaken on the common property. Any COA that wishes to maintain a higher standard of maintenance in excess of the HOA's standard may do so at its own expense, provided it obtains the prior approval of the HOA board of directors.

## APPENDIX B

To be formally adopted again

**All members** of The Shores of Long Bayou Homeowner's Association shall exhibit professional courtesy to all community association management professionals. Such professional courtesy shall include not interfering with the contractual relationships between community management professionals and contractors, vendors, suppliers, and employees. Raising one's voice, using inappropriate language, or interfering with the manager's responsibilities to The Shores of Long Bayou Homeowners' Association Board of Directors, to the manager shall immediately prohibit that individual from entering the private office of the manager or engaging in any further interaction with the manager.

Once committed, the result of this infraction stays in effect for any subsequent manager. This is a zero tolerance policy.

The Shores of Long Bayou Homeowners' Association

ADOPTED by the Board of Directors this 18<sup>th</sup> day of Feb., 2015.

By:

Jean Macfarlane  
Jean Macfarlane, Secretary

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## **APPENDIX C**

### **ARCHITECTURAL GUIDELINES**

The purpose of these guidelines is to maintain the beauty and uniformity of appearance throughout the Shores of Long Bayou, thereby protecting the value of the property and investment of all unit owners. The overarching architectural aim for the Shores of Long Bayou, which includes mid-rises, townhouses and villas, is that of general conformity and consistency of exterior appearance of the twenty-two associations. The Architectural Review Committee (ARC), together with the Board of Directors has established and will enforce these guidelines in accordance with the Resolution approved and dated April 17, 2017.

#### **General Process:**

1. Anything that is visible from outside of buildings, apart from like kind replacement, and emergency repairs, requires a written application submitted to the Architectural Review Committee (ARC) at least 15 days in advance of planned action. This is done by using the form "Request for Architectural Changes" available in the HOA office and online. Approval must be obtained from the ARC, before work is done! If approval is not obtained, the unapproved item can be removed at the instruction of the Board and the cost charged back to the owner as an assessment. Normally, exact replacement of materials, awnings, decks, doors, stairs, etc. do not require formal approval. Materials must conform to Pinellas County code and where work requires permits, permits must be obtained. It is recommended that all residents submit planned work to the ARC for consideration.
2. Owners who have modified a unit's exterior predating these guidelines. The modification may be reviewed by the ARC to determine if the modification be removed or grandfathered
3. Determination of compliance shall be determined by the the ARC unless a request is made in writing to the Board for review within (10) business days of receipt of the ARC decision.
4. Any requirement for approval requires written approval from the ARC. Approval by the ARC does not wave any required approval from any governmental agency or guarantee compliance with applicable governmental codes or quality of construction.

#### **Specifics:**

1. Uniformity and consistency of external appearance throughout the Shores remains paramount. The Homeowners' Association (HOA) board and ARC have oversight control when the principles of uniformity and consistency are considered. Therefore, no extraneous décor such as, but not limited to statues, decorative flags, sports flags are allowed. Exceptions: flags as identified by Florida Statute lags and winter holiday decorations.
2. Replacement of paving and brick/stones may be installed in villa courtyards with ARC approval, and agreement by both upstairs and downstairs units. Removal and re-installation for utility repair or other maintenance will be at the owner's expense along with any other maintenance or repair deemed necessary by the ARC.



3. Villa fences and trellises: Decorative fences and dog gates in courtyards are prohibited. No vine, plant or flower pot is permitted to restrict or encroach on passageways. Steps and walkways must be kept open for ingress and egress.
4. Flower beds may be mulched with natural (not synthetic) mulch that matches the previously existing type of mulch.
5. Footlights, in some cases along sidewalks, are permitted for safety. No change shall be made in existing lights from that approved by ARC.
6. Trees and shrubs approved by the ARC are permitted in villa courtyard areas. Trees and shrubs that will ultimately become large with roots encroaching, or potentially damaging the utility lines or foundation, or limbs damaging the building structure, are prohibited. Please refer to the HOA handbook regarding HOA tree policies.
7. Lighting is association maintained and must be uniform in appearance and style. These are typically compact fluorescent or incandescent bulbs. Bulbs of differing color are not permitted. HOWEVER, it is recommended that individual condominium associations consider Light Emitting Diodes (LEDs) in the future. These bulbs offer long term financial savings for an equal output of light, due increased longevity and decreased power demand, therefore offering a lessened carbon foot-print.
8. American Flags: One portable, removable flag per unit may be displayed on the front of garages at the Mid-rises, Villas and townhouses, or off the front of mid-rises. The Flag must be installed in accordance with F.S. 718.113 (4).
9. Safety Cameras: Exterior security cameras must be approved by the ARC and may not invade privacy of any neighbor.
10. Winter Season Decorations: No decorations can be placed on mid-rise, villa, townhouse, or garage roofs. Decorations requiring tall ladders are not encouraged. For insurance reasons, association personnel will not be permitted to install such decorations. Decorations for other holidays are not permitted.
11. Sidewalks, Walkways & Driveways throughout the property: A natural concrete color pigment may be applied. Painting of walkways and driveways is prohibited. Sealers require approval by the ARC. If a different walkway than concrete is installed without approval, the owner shall be asked to remove the walkway, and the previous concrete walkway shall be restored at owners' expense. If the owner fails to take corrective action, the HOA Board shall take corrective action, and charge back the cost to the owner as a part of the assessment and without liability to the ARC.
12. Window Film. Reflective film is prohibited. Light tints are acceptable. Dark tints are not permitted. No other types shall be approved by the ARC.

13. Awnings: Color must be uniform throughout the properties.
14. Hurricane/ Storm shutters: **Please note the specifics of APPENDIX J** of the Homeowners Association Handbook. **General Summary**: Shutters shall be of the rolling, accordion or panel type. Shutters must meet Pinellas County Building Code, and be approved by at the ARC, and be installed by contractors who hold the occupational license as required by the requisite government agencies. The owner must obtain the necessary building permits and must provide a proof of liability insurance prior to the work to be done. This includes General Liability Insurance, Worker's Compensation Insurance and Automobile Insurance. Where inspection is required by government agencies, unit owners shall deliver a copy of the final inspection to the HOA Office. Units owners are responsible for any damage associated with installation and maintenance, as well as all costs associated with maintenance, repair or replacement. Shutters shall be white, cream or ivory. Removable panel shutters may be clear or unpainted aluminum. Shutters must be in the open position from December 1<sup>st</sup> to May 1<sup>st</sup> if owner is in residence.  
Exception: storm warning
15. Replacement exterior doors, windows, screen doors, and lanai doors: New windows and lanai doors shall be impact resistant and the same style and color as the original and code compliant so that the exterior building appearance is uniform. The frame may be aluminum or vinyl. Half screens allowed on bottom only. Double pane windows with mullions on the inside are allowed. Contractors must be licensed, possess the Liability and Workers Compensation Insurance and meet Pinellas County Building Codes. Proof on Insurance and the style of the windows, exterior doors and lanai doors must be submitted to the ARC along with the Request for Architectural Changes form. A building permit must be obtained after receipt of ARC approval and a copy given to HOA office before work can begin. **There must be written approval from the ARC before installation!**  
All exterior doors and screen doors must be white and plain: They should match building originals as much as possible, with no grids, windows or window decorations nor stained glass. Exception: the existing doors in the townhouses (building 21).
16. Rear decks and lanais are the financial responsibility of the owner. (See individual Association Documents for specific procedures.) A villa deck may be replaced or repaired, but cannot be changed in size, design or adapted to accommodate a BBQ Grill. Nothing should be glued or attached to the walls of villas, townhouses or mid-rises. No rugs are allowed to be glued to the villa decks. **All changes must be approved by the ARC!**

17. Garage doors must be maintained in original condition (no dents or rust) and painted white. Side garage doors on villa garages are white, flat panel.
18. Gutters are to be free from any hanging décor, plants, planters, etc.
19. Hot tubs are not allowed anywhere in the HOA, except the spa at the clubhouse.
20. Building exterior paint colors: All exterior painting must be approved by the ARC, including inside lanais. Electrical boxes, and fire hydrants, need to be clear of any plantings, as per directed by the County, Fire Department, Utility companies, and landscape maintenance for ease of access.
21. Replacement of roof shingles at the villas must conform to the original style and color, since they are visible. Mid-rise roofs are under the purview of the condominium association.
20. Except as otherwise provided herein, no Unit Owner shall do anything with his unit or in the common element which would adversely affect the safety or soundness of the paint, block-up, or otherwise change any exterior wall, door window, screen, patio, screened terrace, balcony, lanai, or any exterior surface or improvement, tint, color or otherwise treat or apply anything to any window which would adversely affect the uniform exterior appearance of the building; erect any exterior light or sign; or place any sign or symbol in any window, or on any balcony, lanai or exterior surface.

### **Procedure of Enforcement of Architectural Guidelines**

Violations will be brought to the attention of Management who will issue a “first notice” letter requesting compliance within a specified number of business days.

After said business days, issue a certified “Second Notice” letter insisting on compliance within the next 15 business days or referral to HOA Board for further action.

**THE SHORES OF LONG BAYOU  
REQUEST FOR ARCHITECTURAL CHANGES**

To ensure community integrity and appeal, it is necessary for everyone to complete this application for any proposed exterior building and common area changes. The HOA Board / Architectural Review Committee is not responsible for any issues regarding the performance of any contractor, product, including warranties, security, etc. This application does not exempt you (the owner) from obtaining any permits required by code. You are responsible for all costs resulting from damages resulting from the work performed. **YOUR BUILDING BOARD MUST SIGN FORM BEFORE SUBMITTAL.**

\*\*\*\*\*

**1**

**UNIT OWNER INFORMATION**

Property Owner(s): \_\_\_\_\_  
 Property Address: \_\_\_\_\_ Unit: \_\_\_\_\_  
 Telephone: Home: \_\_\_\_\_ Work: \_\_\_\_\_

I have read my Building Bylaws, Rules and Regulations and HOA documents as it applies to this request and agree to abide by the same. No work will commence without the approval of your Building Board of Directors and the HOA Architectural Review Committee. You will receive a copy of this reviewed submittal for your record.

\*\*\*Signed \_\_\_\_\_ Date \_\_\_\_\_  
 Unit Owner Signature \_\_\_\_\_

\*\*\*\*\*

**2**

**DESCRIBE REQUESTED CHANGE**

Provide description of requested improvement: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Provide information to describe requested improvement. Submit the following as needed with request.  
 Survey/Plot  Building Plans  Specifications  Photos  Brochures (Identify Product Used)  
 Other \_\_\_\_\_

\*\*\*\*\*

**3**

**CONTRACTOR'S INFORMATION**

Proposed Contractor (unless self performed): \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
 Current License # (provide copy): \_\_\_\_\_  
 Current proof of Liability Insurance (provide copy): \_\_\_\_\_  
 Current Workmans Comp Certificate (provide copy): \_\_\_\_\_

\*\*\*\*\*

**4**

**BUILDING APPROVAL**

\*\*\*Building Board of Directors Approval \_\_\_\_\_ Date \_\_\_\_\_  
 Building Board Signature \_\_\_\_\_ Title \_\_\_\_\_

\*\*\*\*\*

**5**

**ARCHITECTURAL REVIEW / ACTION**

HOA Architectural Control Committee Approval \_\_\_\_\_ Date \_\_\_\_\_  
 Insufficient information, resubmit \_\_\_\_\_ Date \_\_\_\_\_  
 Not approved for the following reasons: \_\_\_\_\_ Date \_\_\_\_\_  
 Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

\*\*\*\*\*

**THE HOA BOARD OF DIRECTORS HAS (30) DAYS IN WHICH TO CONSIDER  
REQUESTS AS STATED BY THE BYLAWS.**

Mail or submit your request to: The Shores of Long Bayou Clubhouse  
 6301 Shoreline Drive  
 St. Petersburg, FL 33708  
 TheShores@tampabay.rr.com  
 Fax #: (727) 391-4413

## **APPENDIX D**

### ***Dog Owner's Liability***

Florida Statute 767.04. Dog owner's liability for damages to persons bitten.—The owner of any dog that bites any person while such person is on or in a public place, or lawfully on or in a private place, including the property of the owner of the dog, is liable for damages suffered by persons bitten, regardless of the former viciousness of the dog or the owners' knowledge of such viciousness. However, any negligence on the part of the person bitten that is a proximate cause of the biting incident reduces the liability of the owner of the dog by the percentage that the bitten person's negligence contributed to the biting incident.

Even when the association's documents allow for pets, the association may be entitled to an order removing the dog, if it becomes a nuisance.

**Standard Dog Leash** A standard 6' leather or nylon leash is appropriate for walks or basic obedience exercises, but it may allow you to give corrections to your dog over long distances.

**Retractable Lead** A retractable leash that can extend 25' to 30' can be useful for leash training a puppy or for teaching the stay command, but it may not be the best way to keep your dog under control. The HOA does not recommend the use of retractable leashes.

All pets must have animal rabies immunization, and the owners of said animals must have in their possession, current certificates of such immunization, which should be provided on request by the COA or HOA. This request may not be more than one time per year.



## APPENDIX E

# **Wetlands Philosophy and Protection Guidelines for the Nature Reserve at The Shores of Long Bayou G**

(July 2013)



### **Nature Reserve at the Shores of Long Bayou**

The Shores of Long Bayou is a gated waterfront condominium community with 77 acres of waterfront land, with 25 acres of lakes and ponds and nature preserve. The nature reserve features a 1.7 mile nature trail. Residents like to walk and bike the nature trails, or do some bird watching or spend the day fishing in the lakes.

The Nature Reserve is an ecological jewel within an urban landscape on the shores of Old Tampa Bay. This coastal system, comprised of aquatic and upland ecosystems, is home to numerous species of native plants and animals. Use of this nature preserve is primarily intended for passive recreation, nature observation, a nesting and foraging area for wildlife, and as a buffer from storm damage. The trail is part of the land development called The Shores of Long Bayou and is therefore owned and controlled by the Homeowners' Association (HOA).

The Wetlands Committee of The Shores of Long Bayou endeavors to protect the quality of the water, protect the waterfowl by providing a nesting and feeding habitat, protect the flora by replacing exotic, invasive plants with Florida-native species, protect the mangroves and protect the native animals.

Many newcomers to the area think that Florida native landscape is similar to that of a golf course and are surprised by the riotous growth of so many different plant species that are the true Florida. The Nature Reserve is characteristic of the varying stages of recovery of our ecosystem and will involve the rise and fall of a number of differing species of plants and animals, each of which has a particular niche in the greater scheme of nature. Some are going to be aesthetically pleasing and some will be less so, but each will be no more or less important to the natural health of that ecosystem.

## **WETLANDS RULES**

- No swimming or wading is permitted, with the exception of maintenance activities.
- No camping permitted on or adjacent to the trail.
- The trail is open for use by residents from one-half hour before sunrise to one-half hour after sunset.
- Kayaks can be launched, as long as there is no destruction to the mangroves.
- Bicycling is permitted on the trail.
- Florida law requires bicyclists under 16 to wear helmets.
- Gas-powered outboards are not allowed on lakes and ponds, except for maintenance boats.
- Lakes and ponds are open to hand-launched boats, canoes, and kayaks. Electric trolling motors are allowed.
- Unauthorized vehicles, motorcycles, scooters and all-terrain vehicles (ATVs) are prohibited.
- No electric or motorized vehicles (including scooters and motorcycles) are permitted, with the exception of maintenance and construction vehicles.
- Muscovy Ducks are seriously discouraged from residing in the Nature Reserve. - Muscovy Ducks are classified as a pest species due to their aggressive nature, their droppings, and their tendency to destroy lawns. Removal of these ducks is difficult and expensive.
- Fishing and crabbing are only permitted in the larger lakes: Blue Heron Lake and Snowy Egret Pond. Sieve netting is not permitted. Small nets and crabbing is permitted only in Blue Heron Lake and Snowy Egret Pond. Fishing is not permitted in the other ponds and lakes of the Shores of Long Bayou Condominiums. Dispose of fish and fishing line in trash receptacles.
- State of Florida fishing regulations must be followed.  
Florida Fish and Wildlife Conservation Commission: A freshwater fishing license is NOT needed if you are fishing in a fish pond of 20 acres or less which is located entirely within the private property of its owner and with no surface water connection to public waters. (<http://myfwc.com/license/recreational/do-i-need-a-license/>)
- No Construction of docks

**APPENDIX F**

**From time to time, Management may revise this agreement.**

The Shores of Long Bayou  
6301 Shoreline Drive  
St. Petersburg, Florida 33708

**CLUBHOUSE USE AGREEMENT  
(FOR PRIVATE FUNCTIONS)**

**CLUBHOUSE GUIDELINES MUST ACCOMPANY THIS FORM**

The Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_

By and between The Shores of Long Bayou Homeowners’ Association, Inc., a Florida Corporation,  
(herein after referred to as the “HOA” and:

Name \_\_\_\_\_ (herein referred to as the USER)

Address \_\_\_\_\_

\_\_\_\_\_

Building \_\_\_\_\_ Unit \_\_\_\_\_

Phone # \_\_\_\_\_

In Consideration of the mutual agreements and obligations described below, the Club and the User agree that the User may use the Club facilities (other than the office space and other exceptions noted) in the Clubhouse Building upon the following terms and conditions.

1. If the User is a member in good standing of the HOA, upon the signing of this Agreement, the User shall pay a reservation deposit of \$200.00. If the clubhouse is found in satisfactory condition, the deposit shall be returned to the User. In the event that the clubhouse has been left in an unsatisfactory condition, as determined by the manager, this deposit will be applied to the cleaning or other corrective measures of the Clubhouse. No deposit fee is required for association business or events for homeowners.
2. In return for said deposit, the Club agrees that the User and User’s guests may use The Shores of Long Bayou Clubhouse for a period of time, not to exceed \_\_\_\_\_ hours, on the \_\_\_\_\_ day of \_\_\_\_\_ 201\_. Beginning at \_\_\_\_\_ am/pm, provided, however, that the User and the User’s guests must vacate the Clubhouse Building not later than 11: 00 p.m. on that date.
3. Should the Clubhouse building, furnishings, fixtures or equipment become damaged during the User’s function, the User will promptly pay the amount determined by The Shores of Long Bayou Property Manager to restore the damage.
4. The User shall and does hereby agree to indemnify, defend, and hold harmless the “Indemnities (as defined below) from and against any and all liabilities, damages, losses, costs, expenses (including attorney’s fees and disbursements at the trial level and, if necessary the appellate level) amounts of judgment, assessments, fines, or penalties and amounts paid in compromise or settlement which are suffered, incurred or sustained by and Indemnity on account of, by reason of, as a result of or in connection with any matter pertaining to the use of The Shores of Long Bayou Clubhouse and related facilities by the User and the User’s guests as permitted by this

agreement. The “Indemnities” are The Club, also known as The Shores of Long Bayou Homeowners’ Assoc., Inc.

5. The User will receive a door key from the manager. The key needs to be returned to the manager the next business day.
6. This agreement constitutes the entire agreement between the Club and the User pertaining to the subject matter of the Agreement. This agreement can be amended only in writing signed by both the User and the Club.
7. This agreement has been executed under seal by the Property Manager and the User on the date first mentioned above.
8. \*The User has read The Shores of Long Bayou Clubhouse Guidelines. \_\_\_\_\_ initial
9. \*The User has read and understands the Shores of Long Bayou Clubhouse Rules. \_\_\_\_\_ initial
10. Intended purpose for use of the clubhouse \_\_\_\_\_  
\_\_\_\_\_

11. SPECIAL

CONSIDERATIONS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The Club:  
The Shores of Long Bayou Homeowners’ Association, Inc.

By: \_\_\_\_\_ Title \_\_\_\_\_

The User: \_\_\_\_\_

Date \_\_\_\_\_

Rev. 3 March 2014

## **APPENDIX G**

### **Clubhouse Guidelines**

1. By direction of the Fire Marshall, The Shores of Long Bayou Clubhouse may not have more than **fifty-five (55)** individuals in attendance.
2. The HOA shall have priority usage of the clubhouse for meetings and business needs.
3. The condominium associations will have priority usage for membership meetings.
4. Any commercial use of the clubhouse is prohibited.
5. As a non-sectarian venue, the clubhouse may not be used for religious events.
6. A resident may reserve the use of the clubhouse. Contact the Manager to determine available times and dates. It is requested that private event reservations shall be made no more than 1 month in advance but not less than ten days in advance.
7. Resident(s) may have guests for their reserved event who are non-residents.
8. Please provide the Manager with details when requesting a reservation.
9. Wednesday nights are reserved for residents and guests for cards. This is open to all residents who may wish to participate.
10. In order to reserve the clubhouse for a private function, The CLUBHOUSE USE AGREEMENT, along with a refundable \$200 deposit must be completed and returned to the manager.
11. The Manager will supply a "closing" checklist to be filled out and left at the Manager's office upon departure from all reserved functions that require a USE AGREEMENT.
12. Pets are not allowed in the clubhouse or pool area.
13. The Manager will check out a clubhouse key to the requesting owner. The key shall be returned to the manager the next business day.
14. All arrangements for extra help, if needed, for the User's function are the sole responsibility of the User,
15. Furniture must be placed in its original position after the function. All trash must be taken. All cleaning of dishes, utensils, etc. is the User's responsibility.
16. Food or drink is allowed only in the designated pool areas. No glass container of any kind shall be allowed in the pool area.

## **APPENDIX H**

### **POOL RULES**

#### **BATHING LOADS**

SPA Five (5) Persons

POOL Twenty-five (25) persons

***ACCESS TO THE POOL MUST BE THROUGH THE POOL GATES WITH A POOL KEY. NO ACCESS TO THE POOL IS ALLOWED THROUGH THE CLUBHOUSE.***

1. Management reserves the right to deny use of pool to violators of these rules.
2. **Pool Use: Dawn to dusk.** Violators will be considered **trespassers**.

*Chapter 514, Florida Statutes and Chapter 64E-9, Florida Administrative Code (FAC) prohibits "night swimming." A community that does not meet those requirements of unless the lighting requirements of Section 64E-9.006(2)(c), **must ban** pool or spa use from a half-hour before sunset until a half-hour after sunrise. This ban must be posted as part of the pool rules and regulations.*

3. Shower before entering the pool.
4. There will be no jumping, diving or running in the pool area.
5. Owner must accompany guests at all times, and an adult must accompany any person under the age of fourteen (14).
6. Any item made of glass is NOT permitted in the pool area.
7. Food items, snacks, etc. may not be consumed or taken around the pool deck.
8. **Swim diapers** may be used for any incontinent person in the pool.
9. Air mattresses or similar size flotation devices are not allowed in the pool.
10. Pets are not allowed in the pool area or in the clubhouse.
11. All persons using the pool do so at their own risk. A lifeguard is **NOT** on duty.
12. Homeowners' Association is not responsible for any personal items left in pool or clubhouse area.
13. Pool area users shall replace furniture to original positions and close umbrellas.

## **APPENDIX I**

### **GRILL USAGE**

The State of Florida mandates that local governments adopt all [National Fire Protection Association \(NFPA\)](#) codes and requirements. Thus, counties and municipalities are required to enforce the current [Florida Fire Prevention Code \(FFPC\)](#). The 2007 FFPC distinguished between the types of grills that could and could not be used in a residential setting in other than one- and two- family dwellings. While gas-fired and charcoal grills could not be used on any balcony or under any overhanging portion or within 10 feet of any structure, listed electric ranges, grills, or similar electrical apparatus were explicitly permitted.

The FFPC was amended, effective December 31, 2011, to remove this distinction. The current regulation provides that no hibachi, grill, or other similar devices used for cooking, heating, or any other purposes can be used or kindled on any balcony, under any overhanging portion, or within ten feet of any structure (other than one- and two- family dwellings). Thus, as of the end of 2011, electric grills could no longer be used in these areas. The 2010 FFPC, however, did not address storage of these items.

Storage was addressed in the latest version of the FFPC. The Fifth Edition, effective on December 31, 2014, now not only prohibits the use of all types of grills on any balcony, under any overhanging portion, or within ten feet of any structure (other than one- and two- family dwellings), and also provides that no hibachi, grill, or other similar devices used for cooking shall be stored on a balcony. The only exception to this rule is that listed equipment permanently installed in accordance with its listing, applicable codes, and manufacturer's instructions may be permitted under the rule.

## **APPENDIX J**

### SPECIFICATIONS FOR THE INSTALLATION OF HURRICANE SHUTTERS AND ASSOCIATED PARTS AND TRIM FOR THE SHORES OF LONG BAYOU HOMEOWNERS ASSOCIATION, INC.

#### PREAMBLE:

All of the covenants of this regulation are meant to establish a set of standards offering a broad range of options for the installation of hurricane shutters. Any individual Building Association, under the umbrella of The Shores of Long Bayou HOA may, by action of its Board, further restrict any of the covenants of this regulation to satisfy the wishes of that individual Building Association

1. Hurricane Shutters (hereinafter called Shutters) must meet Pinellas County Building Codes for hurricane shutter installation.
2. The ***Request for Architectural Changes*** form must be properly filled out and approved by the applicant's Building Board of Directors and then approved by the Architectural Committee.
3. Shutters shall be installed by contractors who hold the occupational license and Certificate of competency as required by the governmental agencies having jurisdiction over contractors engaged in Shutter installation.
4. Shutter installation shall not begin until the Architectural Committee has approved the application and the contractor has obtained any building permits required by the governmental agencies having jurisdiction over the Shutter installation.
5. Contractors proof of insurance must be provided to the unit owner who will provide a copy to the Building Board of Directors. Contractors shall maintain Public Liability Insurance of not less than \$300,000.00 per occurrence; Worker's Compensation Insurance of not less than \$300,000.00; and Automobile Liability Insurance, including non-owned automobiles, of not less than \$300,000.00 per occurrence.
6. Unit owners shall be responsible for all damages to the common elements, limited common elements and other Association property resulting from the installation of the Shutters which are not covered by the contractor's liability insurance as stipulated in number five (#5).
7. Unit owner shall be responsible for delivering to the Building Board of Directors a copy of the final inspection report of the building inspector from the governmental agency issuing the building permit—all work is to be permitted. The Architectural Committee has the right to view the completed work after giving notice to the unit owner.
8. Shutters shall be of the rolling, accordion or panel type.
9. Rolling type Shutters shall be operated manually or motorized. Motorized units shall be equipped with manual override. If motorized, the complete electrical system shall be UL approved and installed in accordance with the National Electric Code, local electrical standards, and codes of the governmental agencies having jurisdiction over the installation.



10. Color for the permanent Shutters shall be white, cream or ivory to blend with the exterior color of the building. Removable panel type Shutter finish may also be clear or unpainted aluminum. Shutters that become unsightly or unsafe with age due to oxidation, sunlight, or any other cause must be repaired or replaced to return to good condition to the satisfaction of the Architectural Committee.
11. All shutters are to be made materials designated by applicable codes for hurricane shutters.
12. Unit owners shall agree to give the Association reasonable access for purposes of maintaining any common elements or limited common elements which may be restricted by the Shutters, or to pay the Association the reasonable cost incurred by the Association to gain access. With unit owners' written permission, access shall be granted to raise or lower shutters.
13. Unit owners shall agree to reimburse the Association for any reasonable extra expense, which the Association may incur for the maintenance of common elements or limited common elements if the extra expense is incurred because of the Shutters.
14. Unit owners shall agree to accept sole responsibility for the cost of maintenance, repair, removal and replacement of the Shutters.
15. Unit owners who do not wish to install Hurricane Shutters may have Hurricane Protective Film installed on the inside of their windows and glass doors, provided that they obtain approval from their Building Associations Board of Directors prior to installation. Clear or gray film is acceptable. Reflective, extremely dark film and colored (other than gray) films will not be approved.
16. Shutters for all windows and doors shall be installed outside the windows and doors. Shutters for all lanais in the condominium may be installed on the building wall outside of and adjacent to the sliding glass doors, inside and adjacent to the screens or outside of the lanai and adjacent to the screens. Installations completed prior to this approved specification are grandfathered hereby. Buildings that have awnings may require modification to them to accommodate the shutters. Such modifications will require approval of the individual building Board of Directors and the Architectural Committee prior to shutter installation.
17. The Association assumes no liability under any circumstances for any damage or expense arising out of or concerning the construction, installation, upkeep, use or performance of the Shutter. Unit owners are responsible for maintenance expenses incurred.
18. Any shutter application rejected by the individual building Board of Directors or the Architectural Committee for being in conflict with this policy may be appealed on a case by case basis to the HOA Board by the unit owner for a variance.

◆ APPROVED BY THE SHORES OF LONG BAYOU HOA  
BOARD OF DIRECTORS ON FEBRUARY 18, 2005

## APPENDIX K

### **A RESOLUTION BY THE BOARD OF DIRECTORS OF THE SHORES OF LONG BAYOU HOMEOWNERS' ASSOCIATION ESTABLISHING RULES GOVERNING THE RIGHT OF UNIT OWNERS TO SPEAK AT, AUDIO RECORD AND OR VIDEO RECORD BOARD MEETINGS AND COMMITTEE MEETINGS**

THAT WHEREAS, Section 718.112(2)(c), Florida Statutes, authorizes any unit owner to speak at, audio record and or video record meetings of the Board of Directors and committees of the association, and

WHEREAS, Rule 61B-23.002(7)(c)(9), Florida Administrative Code allows for reasonable restrictions to be imposed on a unit owner desiring to speak at, audio record and or video record such meetings, and

WHEREAS the Board of Directors is desirous of conducting productive, orderly board meetings free of disruptions.

NOW THEREFORE BE IT RESOLVED by the Board of Directors of The Shores of Long Bayou Homeowners' Association, that the rules governing the rights of unit owners to speak at, audio record and or video record meetings of the Board and committees of the association shall be as follows:

1. Any unit owner desiring to speak at meetings of the Board or meetings of a committee of the association shall be entitled to do so with respect to all designated agenda items, or other items on which the board is proposing to take action.
2. Any unit owner desiring to speak must first be recognized by the chairman of the meeting prior to speaking. The board will first place a motion on the floor, obtain a second to the motion and conduct board discussion. Following board discussion, the chair will recognize unit owners who desire to speak to the topic and then bring the topic back to the board for resolution.
3. Any unit owner desiring to speak must do so utilizing normal speaking tones, without profanity and in a manner that is respectful to all in attendance even if the opinion of the speaker is contrary to others at the meeting.
4. No unit owner may exceed more than three (3) minutes with respect to any agenda item upon which the unit owner is recognized to speak. At the conclusion of his or her remarks, an owner shall refrain from further comments or remarks as a courtesy to the next speaker.
5. No unit owner may speak more than once to an agenda item nor may they elect to pass their three (3) minutes to another owner who already spoke to the topic.
6. Any unit owner desiring to audio record a meeting of the Board or meetings of a committee must request permission twenty-four (24) hours in advance, fill out the appropriate request form for such actions, and further announce their intent to audio record said meeting prior to the meeting being called to order.
7. Any unit owner desiring to audio record the meeting must personally possess their audio recording equipment during the course of the meeting.

The Shores of Long Bayou Homeowners' Association

ADOPTED by the Board of Directors this 18<sup>th</sup> day of Feb, 2015.

By:

  
Jean Macfarlane, Secretary

**AUDIO VIDEO TAPING**

Each unit owner requesting to either audio or video record any meeting of the Association shall submit, in writing, a request to do so at least twenty-four (24) hours prior to the opening of the meeting and agree, in writing.

NAME \_\_\_\_\_ BUILDING \_\_\_\_\_ UNIT \_\_\_\_\_

DATE \_\_\_\_\_

Initial the following:

A. I agree that the recording equipment shall not produce distracting sound or light during the meeting \_\_\_\_\_

B. I agree that all equipment shall be stationary when assembled and shall be assembled prior to the commencement of the meeting \_\_\_\_\_.

C. I agree and understand that I will not be permitted to move about the meeting room in order to facilitate the recording \_\_\_\_\_

D. I agree and understand that a written request to record must be submitted to the Board of Directors at least twenty-four (24) hours prior to the commencement of the meeting \_\_\_\_\_

E. I agree to allow the Association the right to copy the audio or video tape, in its entirety, at the discretion of the Board of Directors and the cost of the Association if requested, in writing, from the Board of Directors \_\_\_\_\_

## APPENDIX L

### THE SHORES OF LONG BAYOU HOMEOWNERS' ASSOCIATION, INC.

#### RULES AND REGULATIONS REGARDING INSPECTION AND COPYING OF ASSOCIATION RECORDS

##### I. RECORDS DEFINED

The official records available for inspection and copying are those designated by the Florida Condominium Act, as amended from time to time.

##### II. PERSONS ENTITLED TO INSPECT OR COPY

Every unit owner or the unit owner's authorized representative, as designated in writing, (hereinafter collectively referred to as "unit owner") shall have the right to inspect or copy the official records pursuant to the following rules.

##### III. INSPECTION AND COPYING

- A. A unit owner desiring to inspect the Association's records shall submit a written request to the Manager of the Association or his or her designee, by hand-delivery or certified mail. No requests by email are permitted. The request must specify the particular record(s) requested for the inspection, including pertinent dates or time periods, and shall state whether the request is for inspection or simply a request for photocopying. The request must be sufficiently detailed to allow the Association to retrieve the records requested.
- B. Inspection or copying of records shall be limited to those records specifically requested in advance, in writing.
- C. No unit owner may submit more than one request for inspection or copying of the same record in a sixty-day period.
- D. No owner may submit more than two requests per month and the inspection of records shall not exceed eight hours in duration per month.
- E. All inspection of records shall be conducted at the Association's office or at such other location designated by the Association. No unit owner shall remove original records from the location of inspection. No alteration of the original records shall be allowed.
- F. Records shall be made available for inspection by the Association on or before the ~~fifth~~ <sup>tenth</sup> working day subsequent to actual receipt by the Association of the written request for inspection. This time frame may be extended by written request of the unit owner. In addition this time frame shall be extended in the event records are so voluminous or otherwise in such condition as to render this time frame unreasonable. The Association shall notify the unit owner, by telephone, in person, or in writing, that the records are available and the time, date and place for such inspection.

Amended  
10/8/2018  
per Florida  
Statutes

Amended  
10/8/2018  
Per Florida  
Statutes

- G. Inspections shall be made only by appointment, during the hours and on the days the Association office is open, or as otherwise designated by the Board or Manager.
- H. If a unit owner desires to obtain a copy of any record, the unit owner shall designate in writing which record is desired, or during an inspection the Owner may designate such record by use of a tab or clip upon the pages desired. Any written request shall designate the specific record or portion thereof. Copies of the record(s) shall be available within ~~five~~ <sup>ten</sup> working days of receipt of the request. In the event the above referenced time frame is impracticable due to the voluminous nature or condition of the records, then copies will be made available as soon as is practical.
- I. A unit owner shall pay twenty-five cents per page for regular or legal sized photocopies, payable in cash or by personal check, at the time the copies are delivered; provided however, payment in advance of copying may be required by the Secretary or Manager in their discretion, taking into account such factors as the amount of the copying charge, the payment record of an Owner, and other relevant factors.

**IV. MANNER OF INSPECTION**

- A. No inspection or copying of records shall be conducted in a manner to harass any unit owner, resident or Association agent, officer, director or employee.
- B. All persons inspecting or requesting copies of records shall conduct themselves in a businesslike manner and shall not interfere with the operation of the Association office or office where the records are otherwise inspected or copied. The Association office, or office of inspection, shall assign one staff person to assist in the inspection and all requests for further assistance and copying during inspection shall be directed only to that staff person.
- C. The Association may maintain a log detailing:
  - i. The date of receipt of the written request for inspection;
  - ii. The name of the requesting party;
  - iii. The requested records;
  - iv. The date the owner was notified of the availability of the records;
  - v. The date the records were made available for inspection or copying;
  - vi. The date of actual inspection or copying;
  - vii. The signature of the unit owner acknowledging receipt or access to the records. Every person inspecting or receiving copies of records shall sign said log or a comparable receipt prior to inspection or receipt of copies.

**V. ENFORCEMENT OF INSPECTION AND COPYING RULES**

- A. Any violation of these rules shall cause the immediate suspension of the inspection or copying until such time as the violator agrees in writing to comply herewith.
- B. Any written requests for inspection or copying not complying with these rules shall not be honored. The Association shall indicate in writing the nature of the non-compliance and transmit same to the requesting party within five working days subsequent to receipt of the written request from the unit owner. Any nonconforming requests for inspection or copying may be responded to by the

Association representative notifying the requesting person of the existence of these rules and pointing out the necessity of complying herewith.

- C. The Board of Directors may take any available legal action to enforce these rules, including the levy of a fine.

ADOPTED by the Board of Directors at its meeting of February 18, 2015.

The Shores of Long Bayou Homeowners' Association

By: Jean Macfarlane  
Signature

Jean Macfarlane, Secretary  
Printed Name and Title

## RESOURCE PROPERTY MANAGEMENT RECORDS INSPECTION REQUEST

Association: \_\_\_\_\_

Owners Name(s) \_\_\_\_\_ Unit # \_\_\_\_\_

Telephone # \_\_\_\_\_ Other # \_\_\_\_\_

Request received \_\_\_/\_\_\_/201\_\_  USPS  Hand Delivered

Request received by  CAM  HOA BOD

As an owner with the above said Association, you are entitled to review all Association files, with the exception of those files that are related to Attorney/Client Privileged Information, or any document that is currently involved in a law-suit. Therefore, to assure your request to access is being met, we must ask that you complete the following questions in detail. Once your request is made, we will contact you to advise that all the files you requested are available. At that time we will come to an agreement of a date and time for you to come to our office to review the files you have requested. Reviewing of the files can be done **ONLY BY APPOINTMENT**. Hours for reviewing are: Monday, (excluding holidays) thru Thursday, between the hours of 10:00 AM to Noon, and 1:00 PM TO 4:00 PM.

During your review of the files, you will be given an area in which to sit, mark pages you would like to have copied. Depending on the number of documents you need copied, we will determine if our staff will be able to make your copies at this time, or if you will have to come back and pick them up. Copies are: twenty-five cents per page (\$.25 p/p) Checks preferred.

List of the file (s) you wish to review:

- |          |            |
|----------|------------|
| 1. _____ | Rec. _____ |
| 2. _____ | Rec. _____ |
| 3. _____ | Rec. _____ |
| 4. _____ | Rec. _____ |
| 5. _____ | Rec. _____ |

( ) I have listed additional files on the back of this page for review.

Person who pulled the requested files: \_\_\_\_\_

Person who observed the reviewing of the files: \_\_\_\_\_

Date to Review: \_\_\_\_\_ Time: \_\_\_\_\_

Owner: Arrived at: \_\_\_\_\_ AM/PM Left: \_\_\_\_\_ AM/PM

# Of copies made: \_\_\_\_\_ Charge: \$ \_\_\_\_\_ Paid by: Check # \_\_\_\_\_ Cash \_\_\_\_\_

I reviewed all the files requested (that were available) and provided to me.

Signature of Owner(s)

Date

## **APPENDIX M**

### **TREE POLICY**

HOA Board meeting

**On September 8, 2014**, at the Shores of Long Bayou Clubhouse.

Tree Removal Policy: is amended to incorporate the City of Seminole tree removal policy and to clarify the responsibilities of the HOA's Architectural Committee and the Condominium Associations.

***The full text of the amended Tree Removal Policy is:***

*The HOA will not pay for the removal, disposal and replacement of any trees growing on condominium association property or adjacent to a condominium association on HOA property that the condominium association wishes to have removed. A condominium association's decision to remove a tree must be approved by the HOA's Architectural Committee and be in compliance with the State of Florida, Pinellas County, and the City of Seminole laws and permitting regulations. Wherever practical, as determined by the HOA's Architectural Committee, all removed trees must be replaced at the condominium association's expense by a suitable ornamental tree from the list of trees detailed in the City of Seminole tree policy. Replacement trees must be planted in locations approved by the Architectural Committee. The costs for removal, disposal, purchase of replacement trees, replanting and all other expenses resulting from this undertaking are to be paid by the requesting condominium association.*

*Motion to accept by Sherry Wall; seconded by Fay Bengston approval - vote unanimous.*

In 2017, a request was made to the HOA for the removal of several trees on HOA common property. This request would have created a material alteration to the landscape which would require a membership vote. A certified tree arborist was asked to comment on his findings, regarding the request, and state the county philosophy for tree removal.



## **APPENDIX N**

### **HURRICANE or WEATHER EVENT**

#### **HOA**

The HOA follows a protocol to protect the common elements- pool furniture, any objects or items that may become airborne or destroyed. This is accomplished to the best of management's ability after being notified about a pending weather event.

#### **COAs**

The boards of directors are not responsible for any unit owner's decision to remain home. We are an "A" evacuation zone. If there is damage to your association's structure, the boards of directors are responsible to contact the insurance carrier, and correct any damages.

The COA boards of directors are responsible to the best of their ability to:

Make sure all possible windborne articles are removed from lanais and front walkways in the midrises, and all furniture is safely secured or removed from outside at the villas.

Midrises are to secure their elevators at the top floor.

During a hurricane, especially if you choose to stay, be advised that there is a **curfew** in place (Pinellas County) as to when you may leave your unit.

Gas powered generators are prohibited in midrises and villas.

Storage of gas cans is prohibited in midrise stairwells or garages anywhere on property.

Midrises **must keep stairwell doors closed** until the curfew has been lifted. No persons shall be allowed in the stairwells during a weather event.

Midrise trash chute doors should be kept closed, as should trash room doors.

#### **Integration of Fire Prevention and Life Safety Codes**

The Florida Building Code adopts by reference the Florida Fire Prevention Code as adopted by the State Fire Marshal:

- NFPA 1 Fire Prevention Code
- NFPA 101 Life Safety Code

A trash chute can act as a vertical wind tunnel, carrying a fire up into a building. Preventive measures include trash chute doors that close tightly so smoke can't enter the corridors, fire sprinklers in the chute (in buildings with sprinklers), and the fusible link on the ground floor in the trash chute room, designed to slam a lid or door over the trash bin if a fire occurs, containing the fire to the bin.

## **APPENDIX P**

### **TELEPHONE NUMBERS**

Richard Commons Accounting for COA financial service	(727) 461-9770
Hartselle Ins- Ann Amato	(727) 397-6838
GATE HOUSE	(727) 317-3631
Pinellas County Sheriff's Office (non-emergency)	(727) 582-6200
Seminole Fire Department (non-emergency)	(727) 393-8711
Duke Energy Florida, Inc.-Business Center	( 877) 372-8477
To report an outage for unit, building or street light	( 800) 228-8485
Verizon – Phone & Repairs	(800) 483-5700
Spectrum – Phone Residential Service	(877) 897-7333
Repair – Billing	
Spectrum Cable	(727) 329-5020
Bulk Cable (BE SURE TO REFERENCE)	
Repairs (24 hours)(BUSINESS NOT RESIDENTIAL)	
Pinellas County Utilities	(727) 725-2604
Seminole Chamber of Commerce	(727) 392-3245
Dept. of Motor Vehicles	(727) 547-7686