

# NOTTINGHAM BUILDING POLICIES (Green Book)

**Disclaimer:** This document is intended to be a summary of the rules, regulations and practices outlined in the Nottingham Declaration of Condominium, By-Laws, and Articles of Incorporation (Blue Book) and is not a legal document. The Blue Book and its Amendments is a legal document and will always be the governing reference document whenever there is any uncertainty of the Rules, Regulations and By-Laws.

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TOWN SHORES OF GULFPORT  
NOTTINGHAM #216  
GULFPORT, FL 33707

WELCOME TO THE NOTTINGHAM  
THINGS TO KNOW FOR LIVING IN A CONDOMINIUM

The purpose of this document is to acquaint new owners, renters, and visitors with the policies the existing owners have agreed to so that everyone can enjoy living in the Nottingham. It also is designed as a handy reference for people to refer to when they have a question regarding the current policies governing life in the Nottingham.

It is important for all owners and residents to remember they are sharing one roof. This is not a resort, spa, hotel, or private residence. It is a 55+ single family residential complex designed to provide a comfortable, secure, social lifestyle for the residents. Therefore, it is necessary for all residents, guests, and visitors to comply with these policies.

Some of the residents may have lived in apartments or condos before coming to the Nottingham. For these residents you will probably find our policies familiar with what you have had at your previous residence. For residents coming from private homes, you may see policies that seem restrictive or invasive. It is necessary to remember that your neighbors are no longer separated from you by some expansive amount of open land. Your neighbors are now on the other side of the wall, under your feet, and above your head. Sound travels very easily at Town Shores. You may be having a conversation near an open window and not realize your neighbor above or below you can hear every word like you are all in the same room. Noises that never seemed very loud outside in your old neighborhood will echo off the buildings across from us as if they are being amplified by sound equipment. Not everyone gets up at the same time in the

morning nor goes to bed at the same time at night. We have security for Town Shores. However, they cannot be everywhere at all times. As a result, certain policies are not designed to assist a nosy neighbor. They are in place to ensure an apartment is not being vandalized by intruders. Disturbance of the peace, suspicious character on property, or any threatening situation should be reported. If you have any problems call Gulfport Police at: 727-582-6177 or Town Shores Security at: 727-501-6273.

While the inside of the condo is your private residence, and you may use it as you would a private home there must be limitations on actions that force your lifestyle on your neighbors. Access to your unit is at your control. However, from time-to-time situations arise where members of the board will need access to your unit. Upkeep of your unit is your responsibility. A unit in poor repair is detrimental not only to the value of your unit but to the value of all 84 units in the building. The cost of decorating your unit to your taste is your expense but it is also necessary that each unit owner contribute to the expense of running the building and supporting the common amenities of Town Shores (monthly maintenance payment).

Responsibilities for running the corporation which is the Nottingham are divided between the elected Board of Directors and the Unit Owners. Each year during the month of November the building has its annual meeting. The Board is elected at this meeting. On odd numbered years, 4 members are voted in for a 2-year term. On even numbered years, 3 members are voted in for a 2-year term. This ensures that the Board does not have a complete turnover. Other issues that require a vote by the owners are also decided at this meeting. It is not necessary to be present at the meeting, but it is extremely important for all unit owners to vote either in person or by proxy. Paperwork is sent to each unit owner before the date of the meeting in sufficient time for the unit owner to plan on attending the meeting or return their proxy voting on all items scheduled for a vote.

## WHAT IS A 55+ COMMUNITY?

The Federal Government passed the Fair Housing Act many years ago. It established laws preventing discrimination due to issues such as age, race, sex, and national origin. In response to the desire to allow retirement communities to continue some amendments had to be added to the original law. To comply with the Federal regulations Nottingham House has adopted the rules to comply with a minimum age requirement of 55 for the residents. This requires at least one of the permanent residents of each unit to be 55 or more years of age. A unit may be sold to a person under the age of 55 as long as a permanent resident of the unit is at least 55. For example, an adult child may own a unit that was purchased as a home for their 55 or older parent. This rule also applies to people renting a unit. The 55 age requirement provides that 20% of the units may be occupied by people under the age of 55. This allows surviving spouses who are not 55 to continue to reside in the unit. It also allows for the inheritance of a unit by someone who is under the age of 55. However, if the number of units occupied by people under the age of 55 exceeds the 20% allowance (17 units in Nottingham) the building will lose its status of a 55+ community and the tax advantages this allows. This would result in higher tax bills for residents as well as other changes in the operation of the building. In any case no permanent resident under the age of 18 is allowed to live in the Nottingham. This age restriction applies to permanent residents only. It is not applicable to guests or visitors using the unit in the owners' absence.

# I. THE BOARD OF DIRECTORS

## A. MAKE-UP OF THE BOARD

1. The Board of Directors is composed of 5-to-7-unit owners, elected on an annual basis. They are responsible for the daily operation of the Nottingham Corporation. Membership is open to all unit owners. Paperwork is sent out each year in advance of the annual meeting requesting volunteers for membership on the Board. The board is then elected by the unit owners from the list of volunteers. On odd numbered years, 4 members are voted in for a 2-year term. On even number years, 3 members are voted in for a 2-year term. This ensures that the Board does not have a complete turnover. There is no compensation for board members.
2. Board membership will end if the member sells his/her unit. If a board member leaves the board for any reason the remaining members of the board will choose a replacement member.
3. Board members may be removed from the board by a majority vote of the unit owners. Board directors may be removed from their director position by a vote of the other board members.

## B. DUTIES OF THE BOARD

1. The board is authorized to spend up to \$5,000.00 without a vote of the unit owners. This amount may be exceeded for emergencies, safety, and preservation of the building.
2. Make, collect, and spend assessments to maintain, care for, and preserve the building except for maintenance required of the unit owner. Members of the board have the authority to enter units in performance of their duties of

maintaining the building. They also have authority to enter into contracts to provide such services deemed necessary in maintaining the building.

3. The board will establish reasonable rules and regulations for the operation of the building.
4. The board will establish such committees as deemed necessary for the operation of the building as well as to provide social activities for the residents.

### C. MAINTENANCE OF THE BUILDING

1. The board acting for the condo association is responsible for the maintenance of the building to include all portions of the units, except interior wall surfaces, contributing to the support of the building. It includes all conduits, ducts, plumbing, wiring, and other facilities for supplying support to the units.
2. The association is responsible for incidental damage only. The extent of liability is limited to replacement and repair of wall board damaged in the repair of the supply elements. The board may pay up to \$100.00 towards the off set of personal property deductibles of unit owners.
3. The board has full authority to enter any unit to inspect for safety and maintenance of the building. If the board finds problems, they will notify the owner of said maintenance/upkeep problems. The board has full authority to make necessary repairs to any unit not maintained by the unit owner. The board will bill all cost of the repairs to the unit owner. If payment for the repairs is not made a lien will be placed on the unit and may lead to foreclosure.

4. The board will maintain a current set of keys for entry to each unit. If the unit owner fails to provide a current set of keys to the board a locksmith will be called at the unit owner's expense. In case of emergency the board has authority to enter a unit through whatever means are necessary to prevent further damage to the building.

#### D. INSURANCE

1. The board will carry all insurance necessary to protect the building and its common elements. This specifically excludes any insurance on unit owners' personal property, personal liability, and/or living expenses.
2. In the event of damage greater than that covered by insurance the unit owners will vote on what action to take. If the vote is for a special assessment the board will carry out the assessment. The alternative is a 100% vote to abandon the property.

#### E. CONVEYANCE, SALE, TRANSFER OF UNITS

1. The board will approve or disapprove ALL changes in unit ownership except between spouses.
2. The board will post a list of units currently for sale. If more than one current unit owner wants to purchase a unit, the seller will decide to whom they sell. The board will also post a list of units currently in foreclosure or over one (1) month behind in maintenance payments.
3. The board will hold an interview with all prospective unit owners. One owner/resident must be 55 years of age or older, proof of age will be required during the board interview. The interview must be in person, however electronic means such as Skype may be considered if an

interviewee is unable to meet in person.

4. If the board disapproves the change in ownership, they (the board) will have 30 days to find an approved buyer for the unit.

## F. RENTAL OR LEASE OF UNITS

1. All prospective residents must be approved by the board. One resident must be 55 years of age or older. This will be accomplished with a personal interview of the prospective residents. Proof of age will be required during the interview.
2. The board may require a standardized rental/lease agreement be used.

## G. PARKING

1. Each unit will have one assigned parking space. This space may not be changed except by written consent of the unit owner. Any surplus parking spaces may be rented by the board to residents desiring parking for additional cars. A reasonable number of parking spaces will be retained for guest parking.
2. The board may allow overnight parking of non-complying vehicles on a case-by-case basis.

## H. MEETINGS

1. Meetings will be open to the unit owners and permanent residents. Meetings will be held as necessary. Date, time, place, and topic(s) to be discussed will be made known to all unit owners and permanent residents in sufficient time to permit attendance/input of the unit owners and permanent residents. Voting on changes is limited to unit owners only.

2. Unit owners wishing to submit items for inclusion in the board meetings should file a written request with the Secretary of the Board at least two weeks prior to the meeting date. The request should include a short, to the point, statement of the item for inclusion.

## II. THE UNIT OWNERS

### A. WHAT IS A UNIT OWNER

1. All persons owning a condo unit(s) as recorded in the public records of Pinellas County, Florida. Membership will continue until such time as the person(s) divest themselves of the unit.
2. Owners will share in the cost of operating the building and the amenities provided by the Town Shores complex. All common expenses will be shared based on the percentages found in the building Blue Book. The percentages are based on the square footage of the unit owned.
3. Each unit will have one vote. There will be no more than 84 votes for Nottingham House. Each unit will designate a voting member and identify the member in writing to the board.
4. If more than one unit is owned by the same person(s) the same person may be designated as the voting member for all units owned. A unit owner may give their proxy for voting to another unit owner. However, no unit owner may have more than 5 proxies on any vote.
5. Unit owners are responsible for paying all assessments levied by the board. Failure to pay an assessment will result in a lien being placed on the unit. Failure to settle the lien will result in foreclosure on the unit.

### B. MAINTENANCE

1. The unit owner is responsible for all maintenance of their unit. Except for elements specifically stated as covered by the association.

2. The unit owner is liable for all damage to their unit, other units, and all common areas of the building caused by their failure to properly maintain their unit. This includes but is not limited to water leaks, gas defects, heating and cooling problems, bug infestations, and mold and mildew problems caused by failure to maintain their unit.
3. The unit owner will immediately notify the board of all repairs needed on elements of the building for which the board is responsible.
4. Unit owners may not make any changes to any area of the building which is considered to be a common area or service supply line of the building, nor paint, decorate or change the appearance of any exterior portion of the building or its grounds.
5. All changes to doors, windows, and the addition of storm doors and storm protection for windows must be approved by the board. The replacement items and new storm protection items must meet all Florida safety regulations and standards in effect at the time of installation.
6. No repairs of electrical, gas, or plumbing elements within a unit will be made except by a licensed contractor approved by the board. For contractors not on record with the board the unit owner will obtain a copy of the contractor's license and file it with the board.
7. The board or any unit owner may file legal action in a court of law to seek reimbursement for damages suffered by another unit.
8. In the event the unit owner fails to maintain their unit in a clean and sanitary manner or take timely action to make repairs to their unit the board has

full authority to contract for the completion of any necessary maintenance/repairs and to bill the unit owner for ALL Costs incurred to rectify the problem(s). Failure by the unit owner to reimburse all expenses to the board will result in a lien being placed on the unit and foreclosure.

### C. INSURANCE

1. The building carries NO insurance for a unit owners' personal liability.
2. Florida law does not require condo owners to carry coverage on their condo unit. However, due to unit owner's exposure to personal liability, it is highly recommended that unit owners carry insurance.

### D. CONVEYANCES, SALES, AND TRANSFERS

1. The board must be notified in writing by the owner of their intent to put a unit up for sale.
2. In the event of the death of a unit owner the spouse or other family member who was a fulltime resident of the unit at the time of the owners' death may continue to reside in the unit. No one may become a permanent resident of the unit until the unit is legally transferred to the new owner.
3. Florida law requires a termite inspection when a unit is sold. A copy must be provided to the board.

### E. RENTAL OR LEASE OF UNIT

1. No unit may be rented or leased during the first year of ownership. This does not apply to inherited units. The board must be notified in writing of

their intention to rent a unit.

2. All rentals or leases must be approved in writing by the board. The board may require a standardized rental/lease form be used. A copy of the rental agreement must be provided to the board.
3. At least one resident must be 55 or older. Prospective renters/lessees must be interviewed by the board prior to approval of the rental/lease agreement. Proof of age will be required at time of interview.
4. Units may be rented only once in any 12 month period. The minimum rental/lease term is six (6) months and one (1) day. A copy of the lease/rental contract will be filed with the board.
5. Rental/lease of unit does not release the unit owner from their obligations as a unit owner. All assessments, fees, and maintenance payments must be current before a unit may be rented/leased and kept current for the term of the rental/lease.
6. Rentals/leases are for an entire unit only. No single room rental is permitted.
7. No subletting of a unit is permitted.
8. All rental/lease agreements terminate upon sale of the unit by the owner.
9. No guests or visitors are permitted in a rented/leased unit during the absence of the renter/lessee.
10. The unit owner is responsible for insuring that the renter/lessee knows

and follows all policies of the Nottingham building and Town Shores complex.

## F. OBLIGATIONS OF UNIT OWNERS

1. It is the responsibility of the unit owners to follow the policies of the Nottingham House (Blue Book) and Town Shores complex. The building policies may be established or changed by a 2/3 vote of the unit owners. The unit owners are responsible for insuring that their guests, visitors and renters also follow the policies.
2. Units may be used only as a single-family residence. No business activity is permitted. No illegal activities are permitted.
3. At least one permanent resident in each unit must be 55 years of age or older. Anyone staying over 30 consecutive days must be 18 years of age or older.
4. No one-bedroom unit may have more than two (2) permanent residents. No two-bedroom unit may have more than four (4) permanent residents. A permanent resident shall be defined as any person eighteen (18) years of age or older who occupies a unit for a period longer than thirty (30) days in a twelve (12) month period. Bedroom count will be based on the original configuration of the condo unit as built by the developer regardless of subsequent floor plan changes.
5. All repairs, updates, and remodels of units must be approved in writing by the board. Nottingham Contractor Rules & Regulations must be read and signed by the Unit Owner and Contractor and provided to the Board
6. All floor coverings from the second through the sixth floor must be

installed over a sound absorbing element consistent with the type of floor covering being installed.

7. All units must be maintained in a clean and sanitary manner.
8. No signs of any kind, advertisements, or notice may be visible from outside the unit. The one exception is the posting of permits covering remodeling projects.
9. Children under the age of 18 may not reside in a unit for more than two (2) months in any 12-month period.
10. No laundry or clothing may be hung on building railings.
11. Appropriate street apparel must be worn when leaving the building. Men, women, and children must wear shirts or beach cover-ups when going to and from the pool area. Beach towels do not qualify as cover-ups. Pool rules are posted at the pools. Please follow these rules.
12. Appropriate footwear must be worn at all times when outside the condo unit except in the pool areas.
13. No pets of any kind are allowed at any time in Nottingham House. An exception may be made by the board for seeing-eye dogs or other assistance animals as approved by a medical professional. DO NOT feed the birds on condo grounds.
14. Common elements will not be obstructed, littered, defaced, or misused in any manner. Folding chairs or other portable chairs may be placed on access walkways when in use. They must be removed from the walkway when not in use. No other obstruction of any kind may be placed on the access walkways.

15. No changes of any kind may be made to the common areas or grounds surrounding the building without the written approval of the board.
16. Laundry rooms will be available for use between 8 AM and 9 PM daily. Laundry room rules of use are posted in the laundry room. Please abide by these rules for the benefit of all unit residents. **ONLY USE UNITED STATES COINS.**
17. Children are not allowed to play on the elevator. Only use the open-door button to hold the door open.
18. **DO NOT TURN OFF THE ELECTRIC IN THE UNIT.** Turning off the electric will trip the fire alarm system. The unit owner will be charged for the service call. Please immediately notify a board member if the electric must be turned off.

## **G. PARKING**

1. Each unit in the building was assigned one parking space by the developer. This space will remain with the unit and may be changed only with the written approval of the unit Owner and presented to the Board.
2. Covered parking spaces will have an additional assessment added to the monthly unit maintenance. The amount will be determined by the board as necessary to provide for upkeep, repair, or replacement of the parking covers.
3. Unit owners desiring additional parking space should contact the board for availability. Unit owners may not use guest spots.
4. Unit owners not using their assigned space may permit use of their space, in writing and filed with the board, by another unit owner.

5. Only personal vehicles are permitted for overnight parking. No commercial vehicles, oversized vehicles, open bed pick-up trucks, or trucks with any sort of camper cover are permitted overnight. No personal motor vehicle with more than or less than four (4) wheels is permitted overnight. No trailers, campers, boats, or motorcycles are allowed overnight. Bicycles are permitted in parking spaces. Storage of other items is NOT permitted in parking spaces.
6. No extensive car repairs are allowed on the parking lot. Minor repairs and tightening of fittings to stop fluid leaks is allowed. Jump starting and changing a flat tire is allowed. Fluid changes and major repairs are not allowed.
7. No washing of cars is allowed on the parking lot. A car may be wiped down with a wet cloth or chamois as long as only clear water is used. No hose or car wash product is allowed. Caution must be taken to avoid getting water on any vehicle parked in an adjoining space. Waxing of a car is permitted.
8. No car is to be left unattended in front of the building entrance. Horns will not be sounded in the parking lot except in emergency situations. The 15-minute parking space is to be used for loading and unloading vehicles. Please limit your use to 15 minutes so it is available for others. The handicap space is for short term use only. It is not meant for overnight or extended stay use.

## H. IDENTIFICATION OF UNIT OWNERS AND GUESTS

1. All unit owners, guests, visitors, renters, and lessees must carry an identification tag when using the Town Shores facilities. Each unit has been issued two owners ID tags and two guest tags. The unit owner is responsible for these tags. The cost of replacing the tags will be at the unit owners' expense.
2. You must notify a board member when a guest(s) will be using your unit in your absence.

## I. TRASH

1. Perishable food items should be disposed of in the garbage disposal.
2. Containers are provided for the recycling of newspapers, plastic, and aluminum cans.
3. Boxes should be broken down and flattened.
4. All other trash should be well wrapped to prevent any liquids from leaking.
5. No construction or remodeling waste is allowed in the trash containers. The unit owner must make arrangements with Town Shores or their contractor for disposal of construction waste.
6. Trash chutes are currently shut down due to improper usage by the residents. All trash must be deposited in the trash containers located off the lobby on the first floor.

## UNIT OWNER NOTES