

PARKWOOD SQUARE APARTMENTS “A”

5890 – 38TH Avenue North St. Petersburg, FL. 33710

RULES AND REGULATIONS

Each owner, invitee, guest, lessee or otherwise, hereinafter referred to as Occupant of the Condominium Parcel, shall, in addition to the obligations and duties as set forth in the Declaration of Condominium, the By-Laws or any amendments thereto, be bound and governed by the following rules and regulations:

1. Each owner has the right to sell or lease his apartment provided that the proposed purchaser or lessee must first submit a written application to the Board of Governors for approval. The Board of Governors shall not approve the sale of an apartment for purposes of investment.
2. In the case of a lease, the term of the lease shall be for no less than twelve (12) consecutive months to a specific lease or more than once in any period of twelve (12) consecutive months, unless specific exception is approved in writing by the Board of Governors for a shorter term. Additional restrictions applicable to leasing of units apply:
 - a. New Purchasers – No unit may be leased by a new owner during the twelve (12) consecutive months following transfer of title of the unit.
 - b. Maximum Number of Leased Units – No unit shall be leased once the aggregate number of residential leases that have been approved and exist reaches ten percent (10%) of the total number of units in the Condominium.
 1. Once 10% cap has been reached, the Association shall maintain a list of owners who wish to lease their unit. The association shall provide the unit owner thirty (30) days from the date of written approval to lease the unit.
 2. After the passage of time identified herein, if an applicant for lease of the unit has not been approved, the next unit listed shall be allowed to proceed.
3. In compliance with the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, the Association amended its Declaration of Condominium requiring that all units shall have at least one (1) permanent occupant who is of age fifty-five (55) years or older, and all permanent occupants must be at least fifty (50) years of age. Notwithstanding the foregoing, not more than twenty percent (20%) of the units may be occupied by a person who has obtained title by demise or inheritance who is age forty-five (45) or older with no other permanent resident being less than age forty-five (45) in said units. The term “permanent occupant” shall include all persons occupying the unit except temporary guests. A temporary guest is a person who has a residence elsewhere

- and resides in the unit for less than ninety (90) days in any twelve (12) month period.
4. Each apartment shall be used for the purpose of single family residence and for no other purpose whatsoever, excepting upon specific approval in writing by the Board of Governors, which approval may be revoked or suspended without notice at the Board's discretion.
 5. No absent or non-resident owner may permit the use or occupancy of his or her vacant apartment without first notifying the Board of Governors in writing of such intent and in turn receiving the Board's approval. In the case of the Owner's intent to lease the apartment, then the Association's rules No. 2, above, applies and a written application must first be submitted to the Board of Governors for approval.
 6. Each apartment may identify its occupant by a nameplate of a type and size approved by the Board of Governors and mounted in a place and manner so approved.
 7. Each occupant shall maintain his apartment in good condition and repair, including all internal surfaces within or surrounding his apartment and shall maintain and repair the fixtures therein and shall maintain the apartment in clean and sanitary manner.
 8. All common areas of the building and premises shall be used only for the purposes intended. No articles belonging to any occupants, guest or other persons shall be kept in such areas, temporarily or otherwise. The balconies, porches, railings, awnings, shall not be used for the hanging of garments, rugs, brooms, mops or other items of any nature. No flowers, plants, shrubs, nor vegetation of any kind shall be planted or placed on the condominium property by any person without approval of the Board of Governors.
 9. Each occupant may provide his apartment with laundry and drying equipment, subject to the written approval of the Board of Governors. Occupant must submit an Architectural Change Request form to the Board of Governors for approval of such installation, and must agree to meet all applicable codes, including but not limited to, electrical and plumbing codes. NO drying of laundry will be permitted outside of the occupant's apartment except in the laundry rooms. Each occupant shall pay promptly for any utilities which are metered separately to his apartment.
 10. Occupants may use the following flooring in his/her apartment:
 - a. Carpeting may be used in any room without prior approval of the Board of Governors.
 - b. On the first floor, owner may elect to install tile, wood and laminate flooring without prior approval of the Board of Governors.

- c. On the second and third floors, owner may elect to install tile, wood and laminate flooring, with an underlayment rated IIC 60 or better, in all living areas. Installation of these materials in any area other than bathrooms, kitchens and porches must be submitted to the Board of Governors for approval on the Architectural Change Request form prior to installation.
11. Occupants are reminded that alteration and repair of the apartment building is a responsibility of the Association, except for the interior of the apartments. No exterior painting, nor additions such as screen doors or lighting fixtures or any other item whatsoever, nor alteration, modification, change or removal of any interior wall is permitted without first obtaining written approval of the Board of Governors, with the exception of interior painting.
12. No occupant may make or permit anything to be done or performed on, in, or about the premises which could result in an increase in insurance premiums.
13. No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of the building or upon the condominium property without the prior written consent of the Board of Governors.
14. No occupant may make or permit any disturbing noises in the building or on the condominium property, whether made by himself, his family, friends, guests or servants, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or other conveniences of other occupants. No occupant may play or suffer to be played any musical instrument, phonograph, radio or television set in his apartment or on or about the condominium property, between the hours of 11:00 PM and the following 8:00 AM, if the same shall in any manner disturb or annoy the other occupants of the condominium.
15. Disposition of garbage and trash shall be only by the use of garbage disposal units, or else by use of authorized receptacles or dumpster bins. All garbage deposited into receptacles must be securely wrapped and tied to prevent odors. All boxes must be flattened in order to take less room in bins. The Sanitation Department must be notified by individual occupant when disposing of larger items.
16. No signs, advertising, or notices of any kind or type whatsoever, including but not limited to FOR RENT or FOR SALE signs shall be permitted or displayed on the exterior of any apartment; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of the apartment.

17. All automobiles shall be parked only in the parking space so designated for that purpose by the Board of Governors. All commercial vehicles of any kind with or without advertising displayed, all motor homes, travel trailers, campers, boats, boat trailers, are specifically prohibited from any portion of the condominium property. Unlicensed vehicles, vehicles with expired license tags or inoperable vehicles may not be stored on the condominium property. All unauthorized or violating vehicles are subject to being towed at the owner's expense. See Parking Rules & Regulations below
18. No vehicle may be left unattended in the Portico or Portico access driveways at anytime except for momentary, active loading or unloading. Occupants are responsible for their service people complying with this policy and must see that service vehicles are removed to guest parking areas promptly after working materials are unloaded.
19. The feeding of any birds or animals of any description on the property is specifically prohibited. HOUSE PETS: Pet owners shall comply with all statutes, ordinances and regulations concerning pet licensing, health and leash requirements. Pet owners must read the Pet Rules and Regulations and sign the pet application and submit it to the Board of Governors for approval prior to acquiring a pet.

**Amendment A to Rules and Regulations
Parkwood Square Association “A”**

PET RULES & REGULATIONS

Pet owners shall comply with all statutes, ordinances and regulations concerning pet licensing, health and leash requirements. The following requirements must be followed by pet owners:

1. Dogs are limited to (1) pet of 30 pounds or less grown size, OR (2) pets with a combined total weight of 30 pounds or less grown size. Cats are limited to (2) per unit. Small birds are limited to (2) per unit and must be in a cage. Pets shall not cause or create a nuisance or unreasonable disturbance. Occupants shall abide by specific rules and regulations established for owning pets.
2. All farm animals, large birds, unusual or exotic pets or any other that will create a nuisance are expressly forbidden. No pets shall be kept for breeding or maintained for commercial purposes.
3. Any complaints about pets will be given to a “Pet Committee” for review, and decision will be issued to owner. If (3) complaints are given, owner agrees to get rid of pet for the comfort of all other owners. All owners agree to have a “Pet Committee” to help maintain rules and regulations for pets. All pets will be approved/registered with the Board of Governors at Parkwood Square Building A, and the Pet Agreement will be signed.
4. During such time when pet is housed in a unit, the owner will hold the association harmless against any and all claims, debts, demands, obligations, costs and expenses. The unit pet owner will be responsible for the repair of all damage resulting from the acts of such pets.
5. Pet owners must read the Pet Rules and Regulations and sign the pet application and submit it to the Board of Governors for approval prior to acquiring a pet.

RECORDS INSPECTION POLICY

The purpose of this Policy is to set forth the rights of association members and the duties of the association in the matter of inspection of association records by members of the association.

Reference is made to Florida Statute 718.111(12)(a) which outlines the legal obligations of the parties and defines which records are considered to be “official” records open to inspection.

1. The “official records” of the Association shall be defined by the Statute. Management is not authorized to permit inspection of other records unless authorized to do so by the Board of Directors.
2. Records shall be open to the inspection of association members or their authorized representatives at reasonable times during normal working hours. (Monday through Friday, holidays excepted, from 9:00 AM to 4:30 PM).
3. A member desiring to inspect records shall make a written request to include the following:
 - a. Specific records to be inspected.
 - b. Reason for making the inspection.
 - c. The name of the individual who will inspect the records.
 - d. The requested date and time of the inspection.
4. Prior notice of at least two business days shall be given.
5. A unit owner may inspect records no more frequently than monthly.
6. Records may be inspected at the management company office or other location, as appropriate.
7. The records may be copied at the expense of the member conducting the inspection. The cost of the copying shall not be unreasonable.
8. It is understood that the association or management firm has no obligation to make professional staff available for in depth answers.

PARKWOOD SQUARE “A” CONDOMINIUM ASSOCIATION

RULES FOR BOARD AND COMMITTEE MEETINGS

The purpose of this Policy is to set forth rules and regulations concerning the rights of unit owners to speak at meetings of the Board of Administration and Committee meetings. The subject rules are made pursuant to Florida Chapter 718.112(2) and Rule 7D-23.002, Florida Administrative Code.

RULES

1. Any unit owner may tape record or videotape meetings of the Board, Committees, or unit owner meetings subject to the following:
 - a. Any distracting light or sound is prohibited.
 - b. Audio/visual equipment shall be assembled in place one-half hour prior to the meeting.
 - c. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.
 - d. Advance notice of 8 hours shall be given to the Board in writing by any unit owner desiring to utilize any audio or video equipment.

2. An open session will be held at the beginning of the meeting during which unit owners will be afforded the opportunity to speak on agenda items subject to the following:
 - a. Unit owners will be allowed to speak one time for a maximum of three (3) minutes on any agenda items.
 - b. Comments shall be restricted to agenda items. A unit owner does not have the right to speak with respect to items not specifically designated on the agenda; however the Board may permit a unit owner to speak on such non agenda items.
 - c. A unit owner desiring to speak shall file a request with the President prior to commencement of the meeting in writing.

PARKWOD SQUARE ASSOCIATION “A”

PARKING RULES & REGULATIONS

General

1. The Board of Governors has the right to assign all parking spaces, both covered and uncovered. Any changes to the existing official assignments maintained by the Board must have prior approval of the Board.
2. Each unit is limited to the use of no more than two parking spaces.
3. All vehicles parked on the property must have current license plates and registration.
4. In the event two unit owners agree to exchange parking spaces on a permanent basis, they are responsible for the repainting of the numbers on the spaces and will pay the association \$20 per space for labor and materials. In no event may an individual owner/tenant repaint parking space numbers without the permission of the Board.
5. If a unit owner wishes to rent his/her parking space, whether covered or uncovered, to another owner/tenant of Parkwood Square A, he/she must notify the Board in writing.
6. No unit owner/renter may exchange places with another owner/tenant without notifying the Board in writing.

Uncovered Parking

1. When a unit is purchased, the rights to the assigned, uncovered parking space are transferred to the new owner and he/she will be able to park his/her vehicle, or that of the unit's tenant, in the assigned space.
2. Vendor parking shall be maintained in open areas and can, if necessary, be used for additional parking where an owner/tenant has a need for handicapped accessible parking. The requirement for assigning a handicapped accessible space is that the owner/tenant must have either a handicapped parking tag issued by the State, or a handicapped license plate. In the event the owner/tenant requiring the handicapped parking space no longer requires the space, moves or sells the unit, the space will revert to vendor parking.
3. A. If a unit owner has a need for a second parking space, whether the primary space is covered or uncovered, they must request the second space from the Board of Governors. Assignment and retention of the second parking space is solely at the discretion of the Board of Governors and this right

may be revoked by the Board if it is felt the second space is being used inappropriately. The monthly fee for the second space will be \$5.00.

- B. In the event a complaint is made by a unit owner that other unit owners with more than one car are continuously parking in guest spaces, the Board has the right to inform the offending unit owner that the second car must be removed immediately or the unit owner must request the assignment of a second parking space and pay the monthly fee of \$5.00.
- C. A unit owner/tenant may not park in a guest space, leaving their assigned space vacant.

Covered Parking

1. When a unit is purchased, the rights to the assigned, covered parking space are transferred to the new owner and he/she will be able to park his/her vehicle, or that of the unit's tenant, in the assigned space IF all maintenance/parking fees are current.
2. Covered parking is limited to one covered parking space per unit, except under certain circumstances described in 5.C. below.
3. To retain covered parking privileges, the unit owner must remain current with monthly maintenance/parking fees. Should a unit owner become delinquent in maintenance/parking fees for a period of six (6) months, the Board has the right to reassign the covered space to another unit owner in accordance with the procedures outlined below.
4. When a unit with a covered parking space is delinquent on monthly maintenance/parking fees, and the unit is in the foreclosure process, the following shall apply:
 - A. Where the Association is foreclosing on the unit and there are no other liens against the property, and the Board can reasonably expect to receive sufficient monies at the foreclosure sale to make the monthly maintenance/parking fees current, the Board may elect to allow the covered parking space to remain with that unit.
 - B. Where a financial institution, or other lien holder, is foreclosing on the unit, and the Board has no expectation of receiving the delinquent monthly maintenance/parking fees, the Board may, once the unit is six months in arrears, reassign that covered space in accordance with the procedures outlined below.
5. When the Association is in a position to reassign a covered parking space, the following procedures are to be followed:
 - A. Unit owners will be maintained on a seniority list based on date of ownership of unit owners without covered parking. When a covered parking space becomes available, the first owner on that list will be

- offered the covered parking space at a cost of \$1,500, the fee being in lieu of delinquent monthly maintenance/parking fees.
- B. Should the first owner on the list decline, the Board will offer the space to the second owner, etc.
 - C. In the event no owner without covered parking wishes to purchase the rights to the covered parking space, the Board may make the space available to unit owners already having covered parking. In no case may any one unit owner be assigned more than two (2) covered parking spaces, and assignment of the second space may only take place if no unit owner without covered parking wishes to purchase the rights to the space.
 - D. In the event there are no owners wishing to purchase an available covered parking space, the Board may rent the covered space to a unit owner/renter at a rate of \$25 per month, until such time as a unit owner wishes to purchase the space.
6. Unit owners with covered parking spaces assigned to them, and are up to date with monthly maintenance/parking fees, have the right to transfer their right to use the covered parking space, or to rent the space to another Parkwood Square A owner/renter. Such transfer, or lease of space, must be on file with the Board of Governors.