

**Rules and Regulations**  
**The Madison at St. Pete II, A Condominium**

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## **Madison at St. Pete II Rules & Regulations**

### **Purpose.**

The following Rules and Regulations ("Rules") shall be in accordance with all applicable county and state codes, ordinances and regulations and shall apply to all Residents and Unit Owners alike. The Rules were adopted by the Board of Directors pursuant to its authority set forth in Section 14 of the Bylaws of the Madison at St. Pete II Condominium Association, Inc. ("Association") and amend and replace any prior rules and regulations. To the extent of any conflict between these Rules and the governing documents of the Association, the governing documents shall control.

### **I. General Rules**

1. The sidewalks, entrances, passages, lobbies, and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium property. No storage of carts, bicycles, carriages, chairs, tables, or any other objects is permitted, except in areas designated for such purposes.
2. The personal property of Unit Owners and Residents must be stored in their respective Units.
3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner. Patios and landings adjacent to the courtyard and visible from walkways, and surrounding streets are to be kept clear of debris, dead plants, broken furniture, and the like.
4. Unit Owners are responsible for any violation of these rules or any damage to Common Elements caused by their household members, guests, tenants, and invitees.
5. Wheeled and/or motorized devices such as bikes, skateboards, scooters, roller skates, rollerblades, and the like are not to be ridden or used inside the Building or in the Common Areas. No running or rough play is allowed in the Common Areas.
6. Quiet hours are 11PM to 8 AM. During quiet hours, no Unit Owner or Resident or guest shall make or permit noise of any kind, anywhere in the Building, that wakes or disturbs any other Resident in their Unit(s) or associated Limited Common Elements.
7. Offensive odors are prohibited in the Common Elements. Residents are not permitted to keep flammable, combustible, or explosive fluids (e.g. gasoline, propane, etc.) or similar chemicals or substances in any Unit or Limited Common Element, other than reasonable and customary vehicle and cleaning supplies.

8. Each Unit Owner or Resident is responsible for properly disposing of household trash. All household trash must be bagged and disposed of down the trash chute in a Trash Room. Any box used to transport or serve food must be bagged and disposed as household trash. Household trash is not to be left on the Trash Room floor. Clean cardboard boxes are to be broken down and placed inside the Trash Rooms. For large amounts of trash, bulk items or items of trash that cannot be disposed of as above, contact the City of St. Petersburg to arrange for Special Pick Up.
9. The Association shall keep a key to all unit doors and storage doors. If a Unit Owner or Resident alters or installs a new lock, the Unit Owner shall provide the Association with a copy of the key for the new lock immediately.
10. A Unit Owner or Resident who plans to be absent shall be responsible for designating a firm or individual to care for his/or her Unit and furnishing the Association with the name(s) of such firm or individual. It is imperative that all owners or occupants leaving for more than a few days, inform the Property Manager of all extended absences; including date of departure, date of return, who, if anyone has access to the unit and all emergency contact information. All furniture, potted plants and other movable objects must be removed from balconies and terraces. The water should be shut off to the unit. The air conditioning should be set at a reasonable temperature and should not be turned off.
11. Fireworks are prohibited in the Building. Unmanned drones are prohibited in the Building. Open carry of firearms is prohibited in the Common Elements.
12. Smoking is not permitted in the Grill Area, its adjacent seating area, all hallways, stairwells, and Indoor Common Elements. Smoking policy applies to all tobacco products including but not limited to cigarettes, e-cigarettes, pipes, water pipes and cigars. Courtesy is expected of all smokers so that nonsmokers will not be exposed to secondhand smoke.
13. The Association encourages all Owners to carry - at minimum - HO6 personal liability insurance. Owners shall provide proof of HO6 insurance policy to the Property Manager annually for the Association's files.
14. Key fobs have been issued to all Units and transfer with the Unit upon its sale. Any Unit Owner wishing to replace a key fob or obtain a new fob will be charged \$25.00 apiece.

## II. Use of Common Elements.

### A. Courtyard, including Pool and Spa/Hot Tub

1. Courtyard hours are 8:00 a.m. until 11:00 p.m. However, the swimming pool may be used for the swimming of laps starting at 7:00 a.m.
2. NO GLASS of any type is permitted in the Courtyard at any time.
3. **All persons using the pool and spa/hot tub do so at their own risk.** There is no lifeguard on duty. All persons at an increased risk of drowning or injury, including children under the age of 14, medically frail elderly persons, and inexperienced swimmers, should always be supervised by a responsible adult.
4. All persons are required to shower before entering the pool or the spa/hot tub. Proper swim attire must be worn in the pool and spa/hot tub. Persons suffering from incontinence and non-toilet trained persons are not permitted in the pool or spa/hot tub.
5. Pool rules include:
  - No diving or jumping
  - No running or rough play
  - No throwing of objects within or into the pool
  - No unnecessary or boisterous noise
  - No pets in the pool
  - No food in the pool

### B. Fitness Center

1. The Fitness Center is available 24 hours a day for all Unit Owners, Residents and invited guests. Madison I residents also have access to the Fitness Center.
2. **All fitness equipment is used at the user's own risk.**
3. Proper gym attire, including closed-toe footwear, is required. If others are waiting, limit use of equipment to 30 minutes.
4. All exercise machines are to be wiped down with antiseptic wipes or spray both before and after use.
5. Personal sound producing devices are permitted only when using earbuds or headphones.
6. Cellphone usage for calls and conferences is not permitted in the while in the gym.
7. Children under 12 are not permitted to use any of the gym equipment.

C. Club Room

1. The Club Room is available for the private use of Unit Owners and Residents between the hours of 9:00am and 11:00pm. Madison I residents also have access to the Club Room.
2. A refundable damage deposit of \$250.00 is required in advance of the private party, and all association costs including cleaning charges will be the responsibility of the resident-host of the party. To the extent that such costs exceed the deposit amount, the Resident-host shall reimburse the Association within 5 days of all costs to repair any documented damages resulting from their event.
3. Any event serving food and beverage will pay a \$25.00 usage fee per event to the Association prior to the event. Such payments shall be submitted to the Property Manager.
4. Guests attending an event in the Club Room are limited to the Club Room space and the adjacent Grill seating area only. Guests are prohibited from using other Common Element spaces such as the courtyard, pool, spa, or fitness center.
5. Residents hosting an event in the Club Room are responsible for set up and clean up. Resident-host must be in attendance for the duration of the reserved event and is responsible for the conduct of all event attendees.

D. Outdoor Grilling Station

1. Grilling station hours are 8:00 a.m. until 11:00 p.m.
2. Grill users must clean the grill surface and the area surrounding the grill after each use and dispose of properly all their trash from the grill area.
3. Grill use by a Resident is limited to one grill to make the second grill available for other residents.

E. Garage.

1. Management will provide each Resident a transmitter sticker(s) at no charge for each of the Resident's registered vehicles for access to the parking Garage. Management will charge \$25 each for any replacements.
2. The garage speed limit is 10 mph.
3. Disassembling or repairing of vehicles in the garage is prohibited.
4. Washing vehicles by hose in the garage is prohibited.
5. Repair of any damage to the garage caused by a Resident's vehicle is the responsibility of the Resident.

6. Boats, trailers, recreational vehicles, non-licensed vehicles, and campers are not permitted, nor are junk, derelict, or inoperable vehicles. Vehicles that present a hazard or nuisance due to excess noise or emissions are prohibited. No vehicle shall obstruct the safe movement of other vehicles.

7. Unit Owners may rent out parking spaces only to current Residents and must notify Management promptly in writing of all rented parking spaces.

8. The Association may have any vehicle towed from the garage for two or more violations of the Rules and Regulations in this Section. The Association is not responsible for any damages to the vehicle, or any towing charges, or any other expense to release the vehicle, all of which shall be borne by the Resident.

9. The maintaining and cleaning of a parking space is the responsibility of the Unit Owner or Resident assigned to the space.

**F. Other Areas of the Building.**

1. To maintain the integrity of the water-resistant insulation that clads the exterior of the building, no nails, brackets, anchors, drill holes, or other physical intrusion on or into any exterior part of the Building, including Limited Common Elements, is permitted. Residents wishing to hang a decorative item on their balcony may use a removable adhesive product, such as Command Strips, specifically rated for the size and weight of the item to be hung.

2. Signs, notices, calendars, and the like may be posted only in the mailroom, or in those other areas of the Common Elements as may be determined by the Board.

3. Mail Room Carts are to be returned to the mailroom promptly after Residents' use. Contractors are prohibited from using the Carts.

**G. Decorations**

1. All holiday/seasonal decorations must be removed 30 days after the holiday/season has ended.

**III. Use of Limited Common Elements.**

1. Balcony, stoop, patio doors and railings may not be altered.

2. All items placed on a balcony, including planters, must be located within the balcony perimeters. No planter or other object is to be situated, hung, or otherwise positioned outside, on, or from the balcony railings.

3. Sweeping of debris off the balcony/patio or shaking of items over the balcony is prohibited. Nothing shall be permitted to fall from any balcony.

4. Residents are responsible for any damage to others' persons or property resulting from the Resident's placement of items on their respective Unit's balcony, stoop, or patio.
5. No articles may be hung or draped over the balcony railings including but not limited to towels, bathing suits, swimwear, curtains, rugs, mops, or laundry of any kind.
6. Residents may display one removable United States flag in a respectful way at any time. On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, Residents may display in a respectful way removable official flags of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Flags shall be no larger than four and a half feet by six feet (4' 6" x 6').
7. Sunshades, canopies, awnings, or the like shall not be placed on the Owner's balcony or patio.
8. Private grills are prohibited.
9. Maintaining and ensuring their respective Storage Space/s, and cleaning of their Garage space/s, is the responsibility of each Owner.

#### **IV. Unit Remodeling**

##### **A. Contractors**

1. Hired contractors (excluding handymen for minor work) who perform repairs or improvements or other work in any Unit must be currently licensed and insured.
2. The Association requires that the contractor's Certificate of Liability insurance coverage for \$1 million dollars per project and that the Association is named as additionally insured.
3. Any Unit Owner who desires to perform any alterations, such as remodeling or renovations, to their unit must request and receive prior approval from the Association using the Association's request form. All required literature, specifications, pictures (if applicable), contractor licenses, and contractors' certificate of liability insurance with the Association named additionally insured must accompany the approval request form. The form, with accompanied documents, must be submitted to the Property Manager.
4. The Board will review the application and once the proposed alteration is approved, the Unit Owner will be notified in writing. The work can only commence after approval has been received by the Unit Owner in writing.

5. When permits are required for the work to be performed, the contractor shall affix the City issued permit to the front of the Unit before commencing work and for the duration of the project.

6. If contractors' work causes damage to any other Unit, the Owner commissioning that work is responsible to pay costs of repairs to those Unit Owners, within 30 days, to the extent those costs exceed related insurance proceeds paid to those respective Owners.

7. Whether work is performed by a licensed contractor or by the Unit Owner, all construction work is restricted to between the hours of 8:00am to 4:00pm Monday through Friday.

8. Whether work is performed by a licensed contractor or by the Unit Owner, all construction debris is to be removed from the premises. A Unit owner may pre-arrange for pick-up by City Services in the alley. Under no circumstances is construction debris to be left in the trash rooms or deposited in the trash chutes.

B. Floors and Windows

1. All new flooring proposals shall be submitted to the Board for approval and must include the type of flooring material to be used as well as the data sheet of the sound deadening underlayment to be installed.

2. Drapes and drape linings, window shutters, blinds, and other window elements visible from the outside of any part of the Building must be solid white.

3. While balconies are not allowed to be screened, a screening element may be installed along the inside of the balcony railings, only if it consists of a nonsolid transparent mesh. The color of the mesh must match the color of the railing.

4. Window replacements must have white exteriors and replicate the mullion style of the original windows of the Building's other windows. No window or thru-wall air conditioners are permitted.

5. Window replacements require board approval, installation by a licensed contractor, contractor must be insured and obtain a city permit.

C. HVAC Specifications

1. All HVAC replacements must meet size and footprint limitations and verification must be submitted to Property Manager prior to installation.

2. All HVAC installations are to be done by licensed contractor, contractor must be insured, an obtain a city permit.

## **V. Pets**

1. No pet shall weigh more than 75 lbs.
2. A non-refundable fee of \$50.00/per pet non-refundable fee is required upon move-in.
3. All pet Owners are required to obtain a Pinellas County License for their dogs and/or cats. Copies of the licenses and proof of the rabies vaccination are to be submitted to the Property Manager annually for the Association's files.
4. The following breeds are known for their aggressiveness and are therefore not permitted: pit bulls (examples of pit bull breeds: American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, American Bully and mixes of these breeds), also Mastiffs, Rottweilers, Doberman Pinschers, Chows, and German Shepherds.
5. Pets must always be on a leash no longer than six (6) feet and under the control of their owner while outside any Unit. Pets are not permitted to be kept or confined to the balcony of a Unit unless accompanied by a Resident of the Unit.
6. If any pet should have an accident in a Common Area, the Resident must immediately pick up, soak up and wash down the affected area. Residents will be responsible for the cost of cleaning or repairing any damage to the Common Elements caused by their pets, or by their guest's pets.
7. Pet waste on outdoor Condominium property or adjacent to condominium property must be picked up by the Resident and properly disposed of in a trash container.
8. Residents may be required by Board action to remove permanently from the Building any pet, if the pet attacks or injures a person or another pet, damages the Common Elements, or becomes a nuisance to other Residents.
9. Fish or caged (house-hold) birds are permitted, but reptiles, wild animals or exotic animals are not permitted in the Building. Feeding of wildlife is prohibited.

## **VI. Leasing Units**

1. Owners are permitted to lease their Unit(s) if they are current in payment of all assessments. Leases shall have a minimum term of seven months. Under no circumstance is subleasing a unit allowed.
2. All Applications to Lease must be submitted to the Board of Directors for review prior to leasing the Unit.

3. All lease application packages must be submitted to the Association via the Property Manager at least five (5) business days prior to the start of the lease for review.
4. For each prospective tenant, the Owner or Owner's agent is required to submit a completed Application to Lease Packets. The Application to Lease package shall include, completed application form, a national background check for each adult, a photocopy of the prospective tenant's government issued ID, and a copy of the lease.
5. In addition, a copy of the proposed Lease is to be submitted with the lease application. Each Lease shall have a copy of the Rules and Regulations attached, which shall be initialed and acknowledged by each Tenant upon approval and signature of the Lease.
6. The Board has up to five business days from the date the lease application is submitted to review the application and all required attachments; after five business days it shall be deemed approved.
7. Unless the Lease provides for automatic renewal absent termination by one of its parties, a copy of any Lease renewal must be sent to Management at least five business days prior to the expiration of the current term of the Lease.
8. An orientation/welcome for each Tenant with Management is required prior to Tenant move-in. A refundable \$250 move in fee payable to the Association is required prior to Tenant orientation.
9. The Owner shall be responsible for providing the Tenant(s) with unit key (s) and key fob(s). Tenants' fobs must be returned at the end of the Lease, or within five days of Tenants' move-out.
10. Tenants shall be responsible for following these Rules and Regulations. Owners remain responsible for their Tenants' activities in the Building, including costs to repair damage caused by acts of their Tenants or their guests.

## **VII. Move in/Move out**

1. All Unit Owners and Residents are required to notify Management at least five business days in advance of a proposed move in or out of a Unit. Requests to reserve the elevator must be made with Management in advance.
2. Moves in/out are permitted Monday through Saturday between 8:00 AM and 4:00 PM.

## **VIII. Building Security and Safety**

1. All outside entrance doors into the Building must always be closed and locked except when in use by someone entering or exiting the building. No one is permitted into the Building without the permission of a Unit Owner, Resident or Management.
2. All Units must have fire extinguisher(s) and smoke detectors.
3. The Association has the right to access each Unit as necessary for maintenance, repair, or replacement of any Common Element. Management shall make reasonable attempts to contact a Unit Owner and/or Resident prior to entering their Unit, and give at least 24 hours' notice of entry, absent an emergency. If the Unit Owner has not provided a current key for Unit access, the Unit Owner will bear costs of damage resulting from emergency access.

## **IX. Fines; Fine Committee.**

1. The Board, at its discretion, may levy reasonable fines against a Unit Owner or Owner's tenant for failure to comply with any provision of the Declaration, the association By-Laws and the adopted Rules and Regulations.
2. Unit Owners and Residents will receive at least two warnings of the violation of a given Rule or Regulation; a fine may be levied for any second or subsequent violation by written notice given by or on behalf of the Board. No fine may exceed \$100.00 per violation, however, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided however, that no such fine shall in the aggregate exceed \$1,000.00, exclusive of damages in excess of that amount which may be assessed against an owner or tenant in accordance with the Declaration and Florida law.
3. When a violation is considered fineable, the Board will meet at a duly noticed meeting to review the matter and levy a fine of what it considers to be an appropriate amount.
4. After the Board levies the fine, the Unit Owner and/or Resident shall be provided notice and an opportunity to appeal to the Fine Committee in writing within 30 days of receiving the written notice. The role of the Fine Committee is simply to accept or reject the fine; the Fine Committee cannot accept the fine at a reduced amount. The decision reached by the Fine Committee is final and binding.
5. By Florida law, the Fine Committee must consist of at least three (3) members appointed by the Board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

## **X. Amendments**

The Board may amend these Rules and Regulations at any time. Any amendments to these Rules and Regulations shall be effective upon not less than 30 day's written notice to each Owner and Tenant, with a copy of the amended Rules and Regulations. The Board may solicit input from Owners prior to making any such Amendments.

## **Principal Definitions**

- A. *Association* – The Madison at St. Pete II Condominium Association, Inc., a Florida non-profit corporation.
- B. *Board* – the Board of the Directors of the Association.
- C. *Building* – the entire structure with all appurtenances owned by the Association and its Owners and located in the city block bounded by First and Second Streets South, and Fourth Avenue and Delmar Terrace South, in the City of St. Petersburg, Florida.
- D. *Common Elements* – all parts of the Building not located entirely within the Units, including the Courtyard space, equipment, and furnishings surrounded by the Units, the Club Room, the Fitness Room, common storage facilities in the Garage, and hallways, lobbies, elevators, fountains, and landscaped areas.
- E. *Condominium* – The Madison at St. Pete II Condominium.
- F. *Declaration* – the founding legal document of the Condominium.
- G. *Limited Common Elements* – those portions of the Common Elements limited to the use of a specific Unit, such as balconies, stoops with stairs, and patios immediately appurtenant to a Unit, mailboxes, and one or more assigned Garage parking spaces.
- H. *Management* – a third party contracted by the Association to manage the day-to-day affairs of the Condominium and the Building, as directed by the Board.
- I. *Owner(s)* – the respective owners of one or more Units of the Condominium.
- J. *Resident(s)* – the respective residents of one or more Units of the Condominium. Residents may be Owners or Tenants of Units, or temporary guests of either.
- K. *Tenant(s)* – one or more individuals who leases a Unit from an Owner(s).
- L. *Unit* – the habitable space within and including the inside walls of each separate living space, and any appurtenant storage closet, within the Building, as owned by the Owners and used as residential living and storage space exclusively by Residents.