

# THE SAGE

## Rules and Regulations

**Subject: The Sage Rules and Regulations.**

References: Declaration of Condominium for The Sage, A Condominium, No Date  
Establishment of The Sage Condominium Association Committees, Dated August 12, 2015.

**1.0. Introduction:**

- A. *Meaning of "Rules and Regulations"* -- The Sage Condominium Association of St. Petersburg, Inc. welcomes you to your new home. Please review the following *rules and regulations* (hereinafter for simplicity, references to "rules" includes both rules and regulations included in this document). After reviewing, each resident shall sign on the last page to signify these rules have been reviewed. The rules shall be applicable to all residents regardless of whether a signed acknowledgment is received.
- B. *Invitees Are Covered by these Rules and Regulations* -- Where relevant, these rules apply to Invitees. Invitees are the owners' tenants, residents, guests, pets, and others who are on the premises of The Sage at the invitation of one or more owners. *Owners may be liable for violations committed by their invitees.* Accordingly, these rules as set forth apply to all owners, lessees, residents, Invitees, guests and employees equally at all times and without exception.

**2.0. Purpose:**

- A. The purpose of these Rules and Regulations is to provide each unit owner, resident and visitor a set of parameters within which each unit owner, resident and visitor can live or visit the Sage Condominium in a positive atmosphere of health, safety and enjoyment.
- B. The Rules and Regulations are intended:
  - to promote and maintain a safe and healthy living environment and provide good opportunity and fair play for all.
  - to protect the health, safety, and wellbeing of all, and to provide guidance to all residents of the code of behavior and comportment that they are expected to observe.
  - In support of the restrictions identified in the Sage Declaration.

**3.0. General:**

- A. The Association, acting through its Board of Directors, has adopted the following Rules and Regulations, to be effective September 8, 2021 pursuant to ARTICLE IV C, Section 1(h) and ARTICLE XVII, Section 1 of the BYLAWS OF THE SAGE CONDOMINIUM ASSOCIATION OF ST. PETERSBURG, INC. ©2005.
- B. *Modification of these Rules & Regulations* -- To the extent it is so authorized by law and by "governing" documents as mentioned in this paragraph, the Association reserves the right to alter, amend, modify, repeal, or revoke *both* these Rules and Regulations, and any consent or approval given hereunder at any time by resolution of the Association or of the Board of Directors. These Rules and Regulations are supplementary to, and not in lieu of, provisions governing the Condominium which are set forth in the Condominium Documents or "Condo Docs," including the By-Laws of the condominium. To the extent of any inconsistency, the following will prevail in the order noted:
  - (1) The laws and statutes of the State of Florida,
  - (2) The laws and ordinances of the City of Saint Petersburg,
  - (3) The Declaration, Articles of Incorporation and Bylaws
  - (4) These Rules and Regulations.



## **Rules and Regulations**

### **4.0. Warnings and Assessments for Violations:**

- A. *Reporting Violations of these Rules and Regulations* -- Any violations of these Rules and Regulations may be reported verbally, but should be also reported in writing, to the Management Office [keri.palmer@fsresidential.com]. Management shall maintain and make available in hard copy and electronically a form for reporting claimed violations of these Rules.
- B. *Penalties for Violations* -- For any violation of its Rules, the Association may recoup any monetary damages, and/or levy rules violation charges, and/or suspend rights to vote and/or to use recreation facilities, or other services. The Association may also initiate legal action to recover any sums due and/or for injunctive relief, or for any other remedy available in law or equity. None of the more specific penalties provided herein are intended to restrict the more general rights of the Association. Remedies are cumulative and the selection of one does not preclude the use of others.
- C. *Warnings and Fines* -- The Board of Directors of *THE SAGE* has approved a system of warnings and fines for violations of these rules or any other requirements of our governing documents. A warning notice will be issued for the first violation and no fine will be imposed. Any subsequent violations (after the warning notice has been issued) will carry a fine of \$100 for each rule violated. If the violation is a continuing violation, the \$100 fine may be imposed on a per day basis up to \$1000, subject to Board of Directors approval. Depending on the nature and severity of the violation, or in the event of a repeat violation, the Board reserves the right to escalate a matter directly to fining or legal enforcement at its discretion.
- D. *Specific Penalties* -- A Unit Owner will be assessed any costs incurred by the Association to repair or replace any property damaged by the unit Owner or his/her Residents, or Visitors or their pets. A unit Owner may also be assessed the costs and legal fees incurred by the Association in taking corrective, protective, or preventive action as a result of his/her conduct or that of his/her Residents, or Visitors, or their pets, in violation of these Rules and Regulations. Furthermore, a unit Owner may be assessed for violations of these Rules and Regulations, as provided by appropriate Florida law which, as of this time, includes Florida Statute 718.303(3).
- E. *Appeal Hearings* -- Alleged violators will be entitled to a scheduled appeal hearing, which is detailed in Condominium Documents. Should the owner be found to have violated these Rules and Regulations, an appropriate assessment may be made by the Board of Directors that may constitute an assessment of costs, a fine, or both against the unit and/or the personal obligation of the unit Owner.
- F. *Owner Responsible for Violations of Invitees* -- Pursuant to 1.0.B above, the unit owner is ultimately responsible for the actions of an Invitee, including any unpaid fines.

### **5.0. Destruction of Property:**

- A. Unit Owners and Invitees will be held responsible for destruction, damage or defacement of the Condominium building and/or equipment caused through their own acts or neglect and/or the act or neglect of their Invitees.
- B. *Unattended Property* -- Unless otherwise specified within these rules, Owners and Invitees will not leave unattended in common areas of The Sage articles of personal property such as baby carriages, bicycles, playpens, wagons, toys, benches, chairs, and similar articles. Common areas include but are not limited to public areas, passageways, parking areas, sidewalks, the pool area, hallways, and lawns.
- C. *Improper Storage of Property* -- Nothing shall be stored in the common areas including entrances, halls, stairways, and other similar common areas as described in 5.0.B above. Common area entrances, exits and hallways may not be obstructed or used for any purpose other than entering or leaving the building.



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- D. *Use of Common Areas* -- The lobby, community room(s), storage area(s), trash rooms, pool area, exercise rooms, walks, driveways and similar public areas of the building may be used only for their designated purposes.

### **6.0. Facilities:**

- A. The facilities of The Sage Condominium are for the exclusive use of the unit owners and Invitees.
- B. All minors under the age of 16 must be accompanied by an adult when using any of the facilities of The Sage Condominium.
- C. *Tobacco and Similar Products* -- Smoking, E-cigarettes or the use of other tobacco products, whether smoked, chewed, or otherwise used, are not allowed in any common areas of the Sage.

#### **6.0.1. Exercise Room:**

- A. The use of the exercise room is at the user's own risk. Users are expected to ensure their own safety by being familiar with proper methods of equipment use.
- B. The exercise rooms are for the sole use of the Owners, tenants, and no more than two (2) guests per unit.
- C. Users must be at least sixteen (16) years of age or be accompanied by a parent or adult. Parents or adult are responsible for the safety of their children while in the exercise room.
- D. Pets are not allowed in the exercise room.
- E. Users must wear appropriate exercise attire. Flip flops, bare feet, sandals, swimwear, and similar clothing not commonly worn in public access gyms or exercise rooms are not appropriate. Shirts are required at all times.
- F. No abusive, offensive or profane language, nor breach of the peace is allowed.
- G. If playing audio or video devices, users must use headphones so that no sound audible to others except the user emanates from such devices. TVs need to be viewed with closed captions no audio.
- H. Users must clean the equipment after each use. Users must cleanup any spills they cause.
- I. Food and alcoholic beverages are prohibited in the exercise rooms. Only re-sealable non-glass containers may be used for beverages in the exercise room.
- J. Users may not re-locate or move exercise equipment.
- K. Users may not drop free weights, but rather must gently place free weights down during use, and returned free weights to the appropriate rack after use.
- L. Upon departing, users shall take any and all personal belongings they may have brought.
- M. The Association is not responsible for either loss or damage to personal property.
- N. Reports should be made promptly to management regarding any equipment problems, accidental damage or rules violation.

#### **6.0.2. Occupancy and Quiet Enjoyment of The Sage Premises:**

- A. No owner, tenant, or other person having lawful occupancy of a unit shall commit or permit any nuisance or illegal act within their unit, or within any common area or other portion of the Association Property.
- B. Lewd and lascivious behavior is not permitted in common areas or limited common area.



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- C. Public intoxication will not be tolerated.
- D. Owners, lessees, and Invitees shall not conduct any activities in their units or any other area of The Sage that would interfere with either the quiet enjoyment or other enforceable rights, comfort, or convenience of another unit or units, and nothing shall be done in a unit that may be or become a significant annoyance or nuisance to others.
- E. The total number of persons over the age of 24 months residing in any unit, at any time, shall be no more than two times the number of bedrooms in the unit. The number of “bedrooms” in a unit is determined by the Condo Docs. The term “bedroom” does not include “dens” or “office” areas.
- F. Unit doors opening onto the public halls and building entry doors will be kept closed and secured at all times, except when in use.
- G. Gasoline, propane or other highly flammable or explosive material, other than common household products in limited quantities, will not be kept in any unit, its balcony, or storage area.
- H. *Leasing of Units –*
  - 1. Any rental or lease of a unit by the Owner of the unit shall not be less than 12 months. No daily, weekly or monthly rentals allowed.
  - 2. A copy of any lease/rental agreement and the name of the applicant shall be provided to the Board of Directors. Prior to any such lease/rental commencing, the Board of Directors must approve/disapprove the applicant and the agreement in accordance with state regulations.
  - 3. The owner shall provide the lessee with a copy of these rules and regulations prior to the time the lease is finalized. The lessee shall sign the provided copy of these rules and regulations in accordance with above.
  - 4. Once a unit is leased, no further sub-leasing or assignment of occupancy of the premises is permitted by the lessee.

### **6.0.3. Parking:**

- A. *Garage Parking by Owners and Their Invitees* -- Owners may park only in designated assigned parking spaces within the garage. Invitees may park in such designated assigned parking spaces if specifically authorized by the appropriate Owner.
- B. *Street Parking* -- The parking spaces in front of the building on 4th Ave. South are public spaces subject to time limitations *per* city restrictions. Residents may obtain parking permits from the city for a yearly fee.
- C. Bicycles must be kept locked and stored in an assigned numbered bike rack space provided by The Sage association. All stored bicycles must be registered through the Sage Management Office.
- D. Parking spaces may not be used for or as a storage area. No items other than a functional motor vehicle such as an automobile, truck, motorcycle, or motor scooter may be parked or placed in a parking space or in an area around a parking space. A single motor scooter may be allowed to park in the space as long as Motor scooter and vehicle combined are completely contained within the parking space lines and otherwise do not pose an obstruction to any traffic flow or create a hazard. All vehicles must be operational and have current tags and registration.



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- E. Automobile/motorcycle repair and maintenance (e.g. oil changes, radiator flushes, etc.) are not permitted on the parking deck except for emergency repair such as changing a flat tire or charging a battery.
- F. Residents should not intentionally allow any traffic (motor vehicle, bicycle, pedestrian, etc.) to piggy-back or follow behind their vehicle into the deck. However, no owners or other residents should challenge anyone entering the building if they do not feel safe doing so. In these cases, the owner or resident should inform the Sage concierge (if on duty), the property manager, or dial 911 if they witness unauthorized persons entering the building.
- G. Pursuant to Sec. 4.0 above, parking in an unassigned parking space may result in an assessment to the Owners, the Invitee, or both. In addition, at the vehicle owner's expense, the violating vehicle may be towed to an appropriate holding facility, and/or be "booted," meaning the application of a wheel clamp preventing the vehicle from being moved.
- H. The speed limit in the parking garage is a maximum 5 miles per hour.
- I. No vehicle shall block any building exits, sidewalks, walkways, zebra zones, fire lanes, or stairwells.
- J. The temporary parking for the loading or unloading of groceries or similar items may be allowed at the elevator entrances for a maximum 10 minutes' time but shall not block access of the doorways.
- K. The Association has provided carts at the elevator thresholds for the convenience of the resident to transport goods to and from their vehicles. Carts must be returned to the assigned floor after each use. Use shall be limited to 10-minute intervals. Carts are the property of the Association.
- L. All vehicles must be legally parked. "Legal" parking is defined as parked between the lines so that no part of the vehicle protrudes into the space beyond the line, nor on the line, and does not protrude into lanes of traffic.
- M. No buses, trucks (greater than one ton), trailers, boats, or recreational vehicles, may be parked in any parking areas, or in driveways except in such areas, if any, specifically designated for such parking by the Board of Directors.

### **7.0. Exterior Appearances:**

- A. No owner, lessee or guest may paint, decorate or otherwise change the appearance of exterior openings. "Exterior openings" include balcony or terrace walls/doors & hallway front doors
- B. No occupant may attach or display any structure or fixtures within the common area, nor change any decorative treatment provided in or on any common area.
- C. Door Mats and Decorative Door Hangings may be allowed. Door Mats can be no larger than 18"x 30" with no offensive wording or images. Decorative Door Hangings can be no larger than 25" and may only be hung from door hook, not attached to door. Both Mats and Door Hangings are subject to removal at the Board of Directors' discretion.
- D. Any unit resident may attach to the mantel or frame of the Unit owner's door a religious object, not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.
- E. In order to maintain visual continuity of the interior, any dead bolt lock replacements shall be approved by management prior to installation. Unit owners must provide management with an emergency access key or access code to the unit.
- F. No occupant may place a sunscreen, blind or awning on any balcony, terrace or exterior opening.





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- G. No occupant may place any draperies or curtains on windows or glass doors without a solid, white or off-white liner facing the exterior. If vertical, horizontal levelers or Venetian blinds are used as decorative window or glass door treatment, the “exterior” side must be white or off-white in color.
- H. No occupant may have an exterior light or sign, or place any signs or symbols on any windows or glass doors or on balconies or terraces.
- I. No occupant may construct or maintain any wire devices, antenna, hurricane shutters, other equipment or structures on the exterior of the building or common area except by written request seeking and obtaining the consent of the Board of Directors.
- J. Plants and/or decorative items may not be permanently affixed or hung from balcony ceilings or exterior walls of a unit surrounding the balcony. *TO INSURE BOTH THE STRUCTURAL AND AESTHETIC INTEGRITY OF THE BUILDING, HOLES MAY NOT BE DRILLED IN THE WALLS OR FLOORS OF THE BALCONY.*
- K. When watering plants, residents must ensure that the water does not drain onto the lower units.
- L. No owner, lessee or other occupant of any unit shall either hang or allow to be hung any garments, towels, rugs, swimsuits or any other article from balcony railings, building facades, windows, rails, walkways or walk areas.
- M. Every balcony or terrace must be kept clean, but hose downs of balconies are not permitted. Storage containers or outside storage is not permitted.
- N. Notwithstanding any rules or requirements to the contrary, any unit resident 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 ½ feet by 6 feet, that represent the United States, Army, Navy, Air Force, Marine Corps, or Coast Guard.
- O. Residents of the 5th floor who have decorative brass hose bibs and spigots must not leave the spigots in the on position while not in use, as this could lead to leaks inside the walls of the units.
- P. Exterior (balcony) Holiday lighting may be allowed between Thanksgiving Day through January 8<sup>th</sup>, after which all exterior lighting shall be removed.
- Q. A bicycle storage area is provided elsewhere for the storing of bicycles. No bicycles may be stored on the balconies.

### **8.0. Interiors:**

- A. Except as otherwise provided in the other Condominium Documents, no occupant may make any structural additions/deletions and/or alterations to any unit or to the common and/or limited common area. However, any resident may fasten light fixtures, shelving, pictures, mirrors, objects of art, and similar household items to the interior walls of a residence, provided they do not negatively impact the uniform and pleasing appearance of the building exterior and may be removed without substantial damage to the common wall structure. This includes balconies, doors and windows.
- B. Installation of new flooring requires prior approval of the Board to ensure compliance with the Association’s sound transmission material standards.

### **9.0. Safety:**

- A. When coming and going through the building, owners and Invitees are responsible for securing all building entrances and exits. This includes not allowing unknown persons to enter the building. Unknown person should be instructed to use the call box at the front door to gain access by their host resident. Lobby doors may not be propped open at any time unless approved my management and must be supervised at all times if approved. Fire exit and stairway doors much be secured at all times.



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### **10.0. Obstructions:**

- A. Sidewalks, driveways, entrances, condominium unit entries, and other shared areas of travel must be kept in a safe and clean manner and are to be kept free of any objects/materials which are unsightly or hazardous.

### **11.0. Noise:**

- A. Owners and Invitees shall exercise extreme care not to disturb other owners and Invitees with excessive noise or voices, or the unreasonable use of radios, televisions, music instruments, telephones, amplifiers, or other similar devices.
- B. Radios, stereos, compact disc players, recording amplifiers, television receivers, and similar noise producing machines must be turned to a reasonably low volume between the quiet period hours of 10:00 P.M. and 9:00 A.M.
- C. No organs (electronic otherwise) or electronically amplified musical instruments may be used without consent of the Board of Directors.
- D. Other noise violations pursuant to 11.0.A above during the quiet period hours of 10:00 P.M. and 9:00 A.M. may include but are not limited to: loud conversations; banging/hammering; exercising, vacuuming, pet noise/barking, etc.
- E. As a general matter, no Owner or Invitee may cause a continuous noise that unreasonably disturbs the quiet enjoyment of another tenant. Under no circumstances shall any sound from one unit be at a level sufficient to be heard or felt in another during the quiet period.
- F. Noisy repair or installation work shall only be done between the hours of 9:00 A.M. and 6:00 PM.
- G. To the extent they may conflict, noise rules applicable to the Pool area, Community Room and the Exercise Room supersede this Noise provision.

### **12.0. Community Room:**

- A. Adult residents may reserve the use of the community room through the Management Office during the Office's regular business hours (8:30 a.m. to 4:30 p.m., Monday through Friday).
- B. The Association reserves the right to reasonably refuse the use of the community room for any event.
- C. Community room reservations shall be on a first come first serve basis.
- D. A security deposit of \$100.00 and a non-refundable user fee of \$50.00 is required.
- E. Community room hours are 9:00 AM – 10:00 PM.
- F. The community room is for the use and convenience solely of the Residents and their invited guests. Therefore, resident(s) reserving the community room agree to personally use, and be present in, the community room during the allowed and reserved hours.
- G. The community room is for residential purposes only; accordingly, no trade or business activities (or promotion of such activities) is allowed unless approved by the Sage Board of Directors.
- H. The pool deck and pool may not be reserved, and shall remain open to all residents and guests.
- I. When reserving the community room, Residents may reserve one barbecue grill for a concurrent two-hour period at no additional fee.
- J. The community room shall not be used for any unlawful purpose. Resident(s) using the room shall not make, nor permit to be made, any disturbing noises, nor do or permit any act to be done, either in the community room or common areas, which will interfere with the rights, comfort or convenience of any other resident.
- K. Any Resident(s) who reserves the community room agrees to assume full responsibility for any damage to the room, furniture, and equipment.



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- L. The use of any alcoholic beverages in the community room shall be in accordance with the State and County alcohol beverage control laws. No sale of liquor shall be permitted.
- M. Pets other than service animals are not permitted in the community room.
- N. The Resident(s) who reserves the community room is responsible for removing all personal property and properly disposing trash after using the room, and for leaving the premises in a clean and neat condition. All furniture must be placed back in the same position as when the reserved period began. Neither furniture nor appliances may be removed from the room.
- O. The Association is not responsible for the loss of any personal effects, dishes, equipment, food, or other items during Residents' use of the community room. Anything left after the use of the community room will be considered abandoned and disposed of accordingly.
- P. If damage occurs, or additional cleaning is required, a sum deemed appropriate will be deducted from the Resident's security deposit. Additional costs may be assessed to the responsible reserving resident for the cost to replace, or to repair and refurbish the damaged item(s) to the pre-existing condition.
- Q. Provided the clubroom is not already reserved by another resident, residents and their guests may use the clubroom for small gatherings (up to 10 people) without reserving the clubroom, on a non-exclusive basis. Residents will be required to ensure the clubroom is cleaned-up after its use.

### **13.0. Solicitation:**

- A. There shall be no solicitation by any person anywhere in any building or public areas for any cause whatsoever, including by Sage residents. This applies to any solicitor, unless they are invited by a resident and specifically authorized in writing by the Association.

### **14.0. Service Deliveries and / or Service Work:**

- A. The Association should be notified in advance of scheduled service calls or deliveries to a unit that may require extended use of parking area or building facilities. If access to roof is needed a pre-and post-inspection of the traveled areas involved in the serviced shall be performed and documented jointly by a Sage representative and the service person.
- B. All unit remodeling must be coordinated with management and reported to the Board of Directors.
- C. Any changes, repairs or remodeling to a unit that may impact a common element or that of a neighboring unit shall be performed by a licensed and insured contractor.
- D. Prior to any construction activities taking place within a unit, the owner of the unit will obtain any permits required by the City of St. Petersburg for such work and deliver a copy of those permits and a work plan of the activities to be performed to the Board of Directors prior to beginning the work. All such work will be performed in a workmanlike manner and in accordance with applicable codes and laws.
- E. The owner and its contractors shall store construction equipment and supplies only within the Unit, and adhere to all local fire and building code requirements for storage of hazardous and flammable materials.
- F. The owner shall be responsible for ensuring the floors and walls in the common areas are protected from activities such as (but not limited to): removal of debris; the movement of tools and equipment through the halls and elevators, etc.
- G. The owner shall be responsible for the costs of repair for any damage done to the common area of the Condominium. Contractors/service people are required to clean all common areas (i.e. stairwells, entry areas, sidewalks, rooftops, etc.) of trash, dirt,





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dust, etc., caused by their work. This shall be done as needed but no less than once a day just prior to leaving the site.

- H. Unless arrangements are made in advance, no parking for contractors will be provided on-site. Vehicles in violation of this requirement may be towed, at the owner's expense.
- I. Working Hours: 9:00 A.M. to 6:00 P.M. No work creating a disturbance to the common areas is allowed on weekends unless it is of an emergency nature or approved in advance by the Board of Directors.
- J. If access to common areas or other unit is required, this must be coordinated through the property manager.
- K. Contractors/service people must provide their own off-site refuse disposal. There are no dumpsters on site for construction refuse.
- L. Board of Directors approval is required for any construction involving unusual use of common areas. For example, using equipment or storing materials in the common areas.
- M. If the work to be performed requires modification to, or might otherwise affect the plumbing, electrical, building envelope or structural integrity of the space, the unit owner is required to have approval from the Board of Directors prior to beginning work. Plumbing and electrical work done beyond the owner envelope will require the appropriate contracting license. If the water needs to be shut off, the Board of Directors must be notified at least twenty-four (24) hours in advance and it will be for a maximum time of one (1) hour unless others affected agree to a longer time.
- N. Any work that will create an odor and/or potentially be a risk to the safety of others must be scheduled with the Board of Directors at least seventy-two (72) hours in advance.
- O. If either the owner or contractor do not abide by these Construction Rules, an Enforcement Fee can be issued against the owner at the sole discretion of the Board of Directors.
- P. Common areas are not to be used by contractors or service people for breaks.

### **15.0. Sanitation:**

- A. No garbage or refuse receptacle may be installed or maintained in or on any of the public areas of the Condominium, except with the written permission of the Board of Directors of the Association.
- B. Owners and Invitees will not allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided. Residences and the public areas at the Condominium shall, always, be kept in a clean and sanitary condition.
- C. All other garbage, trash, refuse, etc. (excluding Pet Waste), is to be placed in waterproof plastic bags or similar containers in accordance with local codes before being taken to the trash area or disposed of down trash chutes. Pet Waste should not be thrown down trash chutes, Pet Waste needs to be taken to trash area for disposal. Loose trash not placed in bags may not be deposited into the trash area or trash chute.
- D. Owners and Invitees shall not allow anything to fall or be thrown from windows, doors, terraces or balconies. Further, no sweeping shall be ejected from a balcony, terrace or a residence into the corridors or other common area.
- E. Per city condominium code, charcoal grills, gas grills or grills that combine electric and gas may not be used on terraces, balconies, or on any common element. Only electric grills are allowed on terraces and balconies.

### **16.0. Pets:**

- A. Pet owners are responsible for picking up, absorbing, and disposing properly of any feces, urine, or other waste product due to pets. All excrements or waste left by a pet must be properly removed and disposed of by the pet owner. Digesters are provided



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on either end of the front (4th Ave) building corners area and back side of building for this purpose.

- B. In addition, owners must clean any dirt or stains left by their pet in The Sage premises. If a stain cannot be removed, the pet owner and/or the unit owner shall be assessed for the cost of repairing/replacing the damaged portion of carpeting, flooring, tile, etc. Only authorized cleaning agents may be used to clean the carpeting. These approved cleaning agents can be found at the concierge desk in the lobby.
- C. If the Board of Directors determines that a pet is causing excessive disturbance, is an unreasonable annoyance to other residents or owners pets, is threatening or aggressive, or otherwise is impairing the quiet enjoyment of units and/or common areas, the pet's owner shall be required to take corrective action including, if necessary, obtaining specific behavioral training or removing the pet from The Sage premises. In appropriate circumstances, the Management may require the immediate removal of an improperly behaved pet from the premises.
- D. No more than two dogs and/or cats per Unit and a reasonable number of other generally recognized household pets, as determined in the Board's sole discretion, weighing less than two (2) pounds each. (including by way of illustration, but not limitation, fish, gerbils and small birds). For other restrictions reference Section 23(i) of the Condominium Declaration.
- E. Maximum weight of any one pet shall not exceed 100 pounds. However, a dog weighing more than 100 pounds properly registered with the Management prior to the effective date of these Rules is not subject to this provision.
- F. All pets shall maintain current vaccinations and licenses as may be required by law or custom.
- G. All dogs and cats shall maintain a current Pinellas County Pet License / Tag. This tag shall be displayed whenever the pet is in a common area.
- H. Certified "service" or "assistance" dogs may be exempt from certain provisions herein, as determined by the Board of Directors and legal counsel, and as required by law, but such pets, must comply with all other licensing, vaccination, behavior and conduct requirements contained herein.
- I. All pets must be registered with Management within one week of taking up residence. Registration(s) includes a current picture of the Owner and pet(s), as well as proof of required licenses and vaccinations as described above.
- J. All pets will be maintained in a clean and odor free manner.
- K. Pets must be restricted to the Resident's unit. Pets are not permitted on unit balconies without supervision.
- L. Aside from the owner's unit, pets are not permitted in other portions of The Sage such as the main entrance lobby, the community room, the pool areas or exercise room aside from the pet owner's unit, except for means of transport. When outside of the owner's unit, pets must be leashed or carried. Therefore, pets are not permitted in the hallways, elevators or indoor common areas except for transit between the individual unit and outdoor grounds of the common areas, and even then, pets must be accompanied by their Owner/care giver and be carried or constrained by a leash not longer than six feet in length.
- M. All pets of visitors or guests must comply with *all* the above Pet Rules, except that such pets need not be registered with Management unless they are here for more than 48 consecutive hours or more than 2 visits, in which case they must be registered on the third day or third visit respectively.
- N. The Board of Directors reserves the sole discretion to prohibit entirely from all premises of The Sage including owners' units, any particular pet or class of pets the

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Final Version  
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Board reasonably determines to be dangerous or to inherently threaten the quiet use and enjoyment of Sage premises.

### **17.0. Food and Beverages:**

- A. Food, and beverages may be consumed only in those parts of the Condominium common area that are specifically designated for such purposes and may not be consumed in the remainder of the common area unless approved by the Sage Board of Directors. Designated areas for food consumption are limited to the tables and chairs provided on the pool deck and in the club room. Food and beverages may not be consumed in the pool or on the pool ledge.
- B. Residents are responsible for leaving the common areas in a clean condition

### **18.0. Move Ins – Move Outs:**

- A. All move-ins and move-outs are to be scheduled in advance through the management office Management Office during regular business hours (8:30 a.m. to 4:30 p.m., Monday through Friday).
- B. Time frames for moves are to be scheduled on weekdays from 9AM to 6PM unless otherwise approved by management. Moves cannot start before 9AM and cannot go over 6PM for security purposes.
- C. There is a \$250.00 deposit required for moving in or out of the building. If there are any damages, or if the gated area is left unmonitored by someone while gate is open during the move, the deposit will be forfeited.
- D. There is a cart available to use during move. Residents must leave a driver's license with the management until the cart is returned.
- E. The moving resident is responsible to assure that the designated elevator to be used has been properly padded by The Sage prior to moving. Only the reserved padded elevator shall be used for moving.
- F. Any damages to the common areas resulting from a move shall be the responsibility of the moving resident.
- G. A pre-and post-inspection of the travel areas involved in the move shall be performed and documented jointly by a Sage representative and the moving resident.
- H. A document outlining all these and other steps shall be signed-off on by the movers.

### **19.0. Pool and Pool Deck Usage:**

- A. Glass of any kind is not allowed anywhere on the pool deck or in the pool.
- B. Pets/animals are not allowed in the pool or anywhere on the pool deck.
- C. There is no lifeguard on duty. The use of the pool and pool deck area is entirely at the user's own risk. Users must ensure their own safety and safety of other by following all rules and safety guidelines.
- D. In the event of an emergency call 911.
- E. A maximum of eight (8) guests including infants per unit are allowed on the pool deck and/or pool.
- F. Children twelve (12) years of age and under must be accompanied by an adult who must remain with the children the entire time they are in the pool area.
- G. Swim diapers must be used by infants or toddlers who are not toilet trained, or incontinent adults.
- H. Appropriate swimming attire must be worn when in the pool. Street clothes and cut-off shorts or undergarments are not considered appropriate swimming attire. Otherwise, persons lounging by and within the pool area may wear appropriate casual attire.
- I. Pool Deck hours are from 6:00 A.M. to 10:00 P.M. Pool Deck can be used after sunset so long as there is no noise created that would disturb residents. Swimming is not permitted once it is dark.



## ***Rules and Regulations***

- J. Running, pushing, wrestling, throwing objects, yelling, or similar loud, inappropriate or unsafe conduct in or about the pool area is prohibited.
- K. Abusive, offensive or profane language or breach of the peace are prohibited.
- L. Diving is not permitted.
- M. Food and beverages may not be placed nor consumed in the pool or at the pool ledges.
- N. All refuse must be deposited into the trash receptacles or removed from the pool area.
- O. The use of audio equipment shall be limited to that of ear phone use only. Audio equipment may be used without ear phones at Board of Directors Approved Social Committee events.

### **20.0 Extended Absence from Unit.**

A. If an owner or their tenant shall be absent from the unit for more than 7 days, the owner or their tenant shall shut the water off to the unit and shall keep the air conditioning set at 78 degrees or cooler to avoid the proliferation of mold and mildew. Failure to abide by these requirements shall be considered negligence on behalf of the owner and/or their tenant, and may lead to financial responsibility for damages to the common elements or adjoining units that could have been avoided had these provisions been followed.

### **21.0 Rules and Regulations Approved on behalf of the Board of Directors.**

Please let management know if you have any questions regarding the above Rules and Regulations. Otherwise, please sign and date below.

I, (Printed Name) \_\_\_\_\_, Unit # \_\_\_\_\_ have read and understand all the above Rules and Regulations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I, (Printed Name) \_\_\_\_\_, Unit # \_\_\_\_\_ have read and understand all the above Rules and Regulations.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_