

# Magnolia Square Condominium Association Inc.

## Rules and Regulations

(Revised and Adopted by the Board of Directors, April 1, 2019)  
*(new revisions in italics)*

### **I. General.**

1. Each owner of a condominium unit (referred to hereafter as owner) shall regulate and be responsible for the occupancy and use of his/her unit so as not to disturb other residents nor the general operation of the condominium property.
2. Owners will use all reasonable efforts to minimize any sound emanating from their units so as not to intrude on the peaceable enjoyment rights of others.
3. Flowerpots, hanging baskets and similar devices used to hold and/or display plants and flowers shall not be kept on windowsills, overhangs, carports, or second-floor unit entrances. Other flower holders, including by way of example window boxes with removable clips that are fitted over second floor balconies, must be installed so that they are easily removable if necessary. Flower holders cannot be permanently affixed to any portion of the exterior of the buildings, the common elements, or limited common elements, as those items are defined in the Declaration of Condominium.
4. Building walls must be kept free of vines and plant materials.
5. One television satellite unit may be installed, provided that it is no larger than 39 inches at its widest point, and that the unit owner has previously supplied a plan showing its location for approval of the Board of Directors, and that the unit owner agrees that any costs incurred as result of the installation are at the expense of the owner. The Board has approved other rules regarding the installation of satellite dishes. These rules are available from the office and should be consulted before the installation of any satellite dish.
6. No demolition or alteration of any portion of the condominium, including interior floors, ceilings or walls, or plumbing or electrical service (except for minor repairs) may take place without the prior approval of the Board of Directors. Requests for such approval must be accompanied by a statement by an engineer licensed in the State of Florida. This statement must certify that the proposed alteration will in no way affect the soundness, safety, or lifespan of the building, or cause any other deleterious effect. All necessary permits must be secured before construction starts.
7.
  - a. No storage is permitted in walkways, stairwells or any other public spaces or common areas.
  - b. It is the owner's responsibility for the disposal of bulk items ie; furniture, appliances, mattresses etc. Leaving bulk items in or around the dumpsters is prohibited and subject to a fine. Take items to Pinellas Waste Landfill. For directions call (727) 464-7500
8. Windows may be replaced at the expense of the owner with single or double hung windows and sliders similar in appearance to existing windows. Doors may be replaced at the expense of the owner, but only with one of the styles approved by the Board, examples of which are available in the office. A request, including a sketch or photograph of the proposed windows or doors, must be submitted to the Board for approval prior to installation.
9. Patios may be constructed at the expense of the requesting owner. A request to construct a patio must be submitted to the Board for approval prior to any work being done and must conform to the specifications set out by the Board, and established in Section 5.2(c) of the Condominium Documents. The approved portion of patios on common elements is the responsibility of the owner and must be maintained in good order. Only outdoor patio specific furniture is allowed on an approved patio.
10. Owners are not permitted to plant, trim and/or remove trees. Any requests to plant, trim and remove trees must be submitted to management on a work order form.

## 11. Gardens and Lawns

Gardens and lawns are a common element and are the responsibility of the Association. To ensure uniformity borders will be upgraded and modified only by the Association.

a. Edging: When timbers rot, beds will be edged (with trimmer, no border) by the Association unless the grading requires a different treatment. Gray, concrete, scallop edging will be used to separate gardens and lawns from walkways and patios.

b. Shrubs and Flowers: Any gardening done by an owner must be maintained and conform to the same specifications followed by the landscape company, landscape committee and maintenance. All shrubs or flowers will be trimmed to not exceed seven feet in height, to not obscure the view of another owner's window and to be maintained at least six inches from the border and not touching the walls of any building.

c. Pots and Objects: Dead plants and empty pots will be removed. When the unit is unoccupied pots and objects must be removed, disposed of, or stored within the owner's unit. (ref: rule VIII.1, hurricanes, insurance) Failure to comply will result in removal by the Association.

d. Garden fencing is prohibited.

12. Awnings, enclosures, shutters, or any other materials may not be attached to the outside walls of buildings, overhangs, balconies, terraces or patios, except hurricane shutters, which must conform to the period of installation and specifications approved from time to time by the Board of Directors and which are available in the office.

13. All interior window treatment must be of materials intended for window treatments.

14. Liquid or gel mattresses are prohibited.

15. a. Signs, advertisements, posters and similar notices may not be exhibited, inscribed, painted or affixed to any part of the outside of any building or inside a building if located in such a way as to be visible from outside.

b. Flags are permitted as per **Florida Statute 718.113.2(4)**. No other flag is permitted except for special circumstances and which requires the approval of the Board. The Association reserves the right to display an American Flag and a Canadian flag.

16. Sidewalks, entrances, passages, stairwells, corridors and lobbies may not be used for any purpose except for ingress and egress to or from a unit or a common area, and must not be obstructed.

17. Individual barbecue grills are permitted provided that they are placed outside a unit no closer than three feet from any door or window. Barbecue grills are not permitted on balconies or under stairs or any overhang. As a storm precaution, barbecues must be placed inside the unit, or in the storage shed, upon leaving for vacation or for the season. Barbecue propane tanks cannot be stored inside units, but must be placed in the storage sheds.

18. The Unit Owner must maintain the interior of his/her Unit at all times in a manner to prevent the development of mold, mildew, or the like. This includes maintaining the Unit at a temperature that prevents the development of mold, mildew, or the like. In the event that mold or mildew or other health-impairing growths occur in the Unit, the Unit Owner must take immediate action to remove the growths, and to sterilize the Unit. If mold, mildew, or other growth causes damage to the portions of the Unit that are maintained by the Association, or the Common Elements, or to any other Unit, the costs of all repairs and remediation will be borne by the Owner of the Unit from which the mold originated. Repairs to the portions of the Unit that are maintained by the Association, or to the Common Elements, or to any other Unit, will be made by the Association, and the cost will be assessed against the Unit from which the mold or mildew originated. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under the Declaration of Condominium Documents of Magnolia Square.

19. The Unit Owner must maintain the interior of his/her Unit at all times in a manner to prevent water damage. In the event that a Unit Owner fails to prevent water damage, including but not limited to failing to shut off the main water to the Unit when the Unit Owner will be absent from the Unit for seventy-two (72) hours or longer, and water leakage causes damage to the portions of the Unit that are maintained by the Association, or to Common Elements, or to any other Unit, the costs of all repairs and remediation will be borne by the owner of

the Unit from which the water originated. Repairs to the portions of the Unit that are maintained by the Association, or to the Common Elements, or to any other Unit, shall be made by the Association, and the cost will be assessed against the Unit from which the water originated. The assessment may be secured by a lien, and will be collected in the same manner as any other assessment under the Declaration of Condominium Documents of Magnolia Square.

## **II. Recreation Facilities.**

1. The recreation facilities include the games room, the lobby, the tennis court, the meeting room, the pool and its deck, and the shuffleboard court. Anyone using these facilities must be at least 16 years old. Anyone under this age must be accompanied by a parent or guardian. The recreation facilities are a smoke free area.

2. Anyone using the pool must shower **with soap** beforehand. The shower at the pool should not be used as a substitute for a personal shower. Glass items are not allowed in the pool or on the pool deck. The playing of radios or other sound-producing devices in the pool area is prohibited. The pool is open from 8 a.m. to dusk. The games room is open from 8 a.m. to 11 p.m. The rules posted at the pool must be adhered to.

3. Proper equipment (e.g., paddles, cues balls) must be used in the games room. Using the facilities without this equipment is prohibited.

4. Normal tennis attire, including non-marking shoes, must be worn if playing tennis. The tennis court may not be used for any purpose other than the playing of tennis.

5. All Furniture in or around the recreation building is the property of the Association and cannot be removed from the recreation facilities

a. The Party Room may be reserved by current residents for private, non-profit use. Please see the Manager for reservation application form

b. Weapons of any kind are not allowed in the recreation facilities.

## **III. Pets.**

1. Pets or other animals may not be kept or maintained in or about the condominium property, unless the subject of a Standard Pet Agreement. (Small permanently-caged pets, such as bird or gerbils, may be kept permanently inside a unit in a cage that is no larger than two square feet, and do not require a pet agreement.)

2. Prior to the acquisition of any pet, except for those excluded above, the owner must apply to the Board for a Standard Pet Agreement. This Agreement will be issued only for cats and dogs, and only for those animals which, when fully grown, will not exceed either of 18 inches in height or 25 pounds in weight. Only one animal will be allowed for each unit. Animals for which a Standard Pet Agreement has not been issued are not permitted on the property. Action will be taken by the Board to remove such animals from the condominium property.

3. The Standard Pet Agreement will provide that pets shall not be left tied or unattended, shall not be allowed to deposit droppings anywhere but a grassed area, must be leashed at all times, and are not allowed in the recreation facilities. Owners must pick up all droppings deposited by their pets, and must assume full responsibility for any damage or injury caused by a pet domiciled in the owner's unit. These rules apply even in the event that the owner of the animal has not applied for a Standard Pet Agreement.

4. The Standard Pet Agreement is subject to revocation and termination at any time by the Board of Directors, upon the determination at its sole discretion that the pet is vicious, or is annoying to others or is otherwise a nuisance, or whose droppings are not picked up by the pet's owners.

#### **IV. Parking and Related Matters.**

1. Each unit has one numbered parking space. The current resident must use the unit's assigned space. No-one may use a numbered parking space without written permission of the unit's owner and informing, in writing, the association. Bicycles, in daily use only, may be kept within the confines of the resident's numbered parking space or on one's limited common element.
2. Cars may not be backed in to parking spaces, but must be parked head in.
3. All vehicles on the property must have a valid registration and a current tag and be in operable condition. A working key for any vehicles left on the property must be supplied to the office.
4. No-one may repair or maintain (except for minor items such as jump-starting a battery or changing a flat tire) any automobile, truck, dune buggy, van, boat, motorcycle, recreational vehicle, camper or trailer on the property. Dune buggies, commercial vehicles, motorcycle, campers, boats, recreational vehicles, mobile homes, PODS and similar assemblies and trailers of any kind are prohibited at any time, except for tradesmen visiting the property on business. Commercial vehicles shall mean those not designed or used for customary personal family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether same is a commercial vehicle.
- 5. All unauthorized vehicles are subject to be removed at the owner's or operator's expense.**

#### **V. Sale or Lease of a Unit:**

1. The Condominium Documents require that all sales must be approved by the Board of Directors. The following procedures are established in accordance with the documents. *At least 14 days in advance* the vendor must supply to the Board a Notice of Intent to Sell. When a prospective buyer has been established, the vendor is responsible for supplying to the Board information regarding the purchaser that might be required from time to time. The Board will schedule an interview time at least three days after all the required information is supplied. The Board will interview the prospective purchasers, and then, in its absolute discretion, may or may not issue a Certificate of Approval.
2. The Condominium Documents also make provision for the leasing of units. Occupancy may be only by the lessee, his family, servants and guests. The owner must supply a copy of the lease to the Board of Directors. The requirements for a sale as set out in (1) above also apply in the case of a rental anticipated to last more than six months. Any type of arrangement whereby a non-owner occupies a unit in the absence of an owner, for money or not, with or without a written rental agreement, for more than six months, is subject to the application and approval process set forth in these Rules and in the Declaration of Condominium. Failure to comply with any of the leasing provisions in these Rules and in the Declaration of Condominium will result in immediate enforcement action by the Board.
3. In no event may a unit be rented or leased for less than two months.

#### **VI. Employees.**

1. Owners may not give orders or direction to employees of the Association. All requests for services must be directed to the Office in the form of a Work Order.

#### **VII. Locks**

1. The Association must be supplied with a key to each unit so that entry can be effected if required. When individual locks are changed or replaced, the unit owner must supply a working copy of the new key to the Association.

#### **VIII. Miscellaneous.**

1. Unoccupied or vacant unit.

a. Water: When a unit is unoccupied for more than 72 hours it is the responsibility of the owner to ensure the outside water source is turned off.

b. Outside Items: Due to insurance regulations NO furniture, tools, objects, pots, etc. are to be left outside if a unit is vacant for more than 72 hours between June 1st and November 30<sup>th</sup> (Hurricane Season) or vacant for more than 21 days between December 1<sup>st</sup> and May 31<sup>st</sup>. Failure to comply will result in removal and disposal of items by the Association.

2. Each owner and/or the occupier shall maintain or cause to be maintained in good repair and good condition the unit and all the fixtures therein. Each owner is responsible for the actions and conduct of the occupants of his unit.

3. PLUMBING. Our waste plumbing is made of cast iron and is over 40 years old. It is very rough on the inside and susceptible to blockage.

a.. Blockage. If a unit has a plumbing blockage they call the association first. If it is outside normal maintenance hours there will be a \$25 charge. If Mark is unable to rectify the problem a plumber will be called. Plumbing blockages will not be paid if the association is not called first.

b. **TOILETS: Only toilet paper in the toilets. Nothing else!** That means no wipes, no pads, NO FLUSHABLES! No Floss!! It's recommended you use Angel Soft. Non-compliance will result in costs being the responsibility of the offender.

c. **DRAINS:** Please, no grease or oil down the drains. It builds up and causes blockages

4. Each owner agrees to comply with and abide by all the Rules and Regulations set forth here and as the same may be amended or adopted by the Board of Directors from time to time.

**IX. Enforcement.** These rules and regulations have been adopted by Board of Directors in accordance with the by-laws of the Magnolia Square Condominium Association, a Florida corporation not for profit, which rules and regulations are subject to amendments in accordance with the by-laws. For violation of any of the above rules and regulations, the Board of Directors may levy a fine of up to \$25.00 per day per violation against the owner. In accordance with legislation and with the condominium documents, the following procedure will be followed in the case of violations of the rules and regulations:

1. Formal notice of the violation will be sent by the Board of Directors by mail.

2. If the violation has not been remedied within the number of days specified in the notice, the owner will be notified that a fine of \$25.00 per day is being levied until the violation has been remedied.

3. The above notice will establish a committee of other unit owners, who will hear any appeal from the unit owner made within 14 days;

4. That committee will examine the matter and submit a report to the Board of Directors on its decision as to whether a violation has occurred. That report will, if a violation has occurred, include the specific violation that has occurred, the name or names of any witnesses who would be willing to testify in a legal proceeding, the date or dates of the violation, and copies of any police reports should they exist. No fine may be levied by the Board without the concurrence of this committee. No fine, in the aggregate, may exceed \$1,000 for a single violation.

**Formal Enforcement Action:** When efforts to achieve voluntary compliance are unsuccessful, the following actions may be taken.

1. Citizen Dispute Centers. The Clerk of the Circuit Court can advise as to the availability of a Dispute Center.

2. Voluntary mediation with mediators provided by the Division of Condominiums.

3. Mandatory nonbinding arbitration under procedures established by the Division of Condominiums.

#### 4. Filing formal legal proceedings in Circuit Court.

In the entirety of this document, whenever the masculine and singular is used, the feminine and plural may if applicable also be understood.