

TYRONE FIFTH AVENUE APARTMENTS ASSOCIATION

**5900, 5908, 5912, 5916, 5924, - 5th Ave., No.
St. Petersburg, FL 33710**

AMENDED RULES AND REGULATIONS**BUILDINGS A, B, C, D, &E**

Each owner, invitee, relative, guest, or otherwise, hereinafter referred to a occupant of the condominium parcel shall, in addition to the obligations and duties set forth in the Declaration of Condominium, the By-Laws, or any amendments thereto, shall be governed by the following regulations:

1. **OCCUPANTS:** Each occupant shall maintain good condition and repair of his apartment and all internal surfaces within or surrounding his apartment unit; and maintain and repair the fixtures therein and to promptly pay for any utilities which are metered separately to his apartment. Common areas of the building, such as the recreation hall, hallways, stairs, stairwells, landscaped and grassed areas, shall be used only for the purposes intended. No articles belonging to the apartment occupants shall be kept in such areas which shall be and remain free of obstructions. No occupant may make or permit any disturbing noises in the building or on the condominium property whether made by himself, his family, friends, servants, invitees or agent, nor do or permit anything to be done by such persons that would interfere with the rights, comforts, or 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 in or about the condominium property between the hours of 11:00 P.M. and the following 8:00 A.M.; if the same shall in any manner disturb or annoy other occupants of the condominium.
2. **APARTMENT USE:** Each apartment shall be used only for the purpose of single-family residence and for no other purpose whatsoever; and each apartment occupant shall maintain his apartment in a clean and sanitary manner. The balconies, porches, terraces, exterior hallways, and stairways shall be used only for the purposes intended and shall not be used for hanging garments or other objects, or for cleaning of rugs or other household items. Each apartment occupant may provide his apartment with laundry and drying equipment, but no drying of laundry will be permitted outside of the occupant's apartment, except in the laundry room, situated on the ground floor of "B" Building. Apartment occupants are reminded that alteration and repair of the apartment building is a responsibility of the Association, except for the interior apartments. No work of any kind is to be done or performed upon the exterior building wall or upon interior boundary wall without first obtaining written approval of the Condominium Association. Submit ARC Form to the Board for prior approval. All work to be done by licensed contractors.
3. **PETS:** Cats are allowed to be kept within the condominium property. No more than one (1) cat. Any pets brought outside of a condominium unit or onto the condominium property must immediately be picked up and disposed of.

4. **EXTERIOR:** No radio or television antenna or antennas, or any wiring for any such purpose may be installed on the exterior of any building or upon the condominium property without the written consent of the Association.
5. **2ND FLOOR UNITS:** All second-floor apartments shall be and remain carpeted, except the bathrooms, kitchens, and porches. An ARC Form application is required for Board approval prior to installation. No lease, sale or rental of any second floor unit if it does not have the proper carpet in place will be approved by the Board.
6. **TRASH:** Disposition of garbage and trash shall be only by the use of garbage disposal units, or by being deposited in the dumpster in enclosed packages or garbage bags. No loose garbage or trash is to be dropped in the dumpster. Large trash items are the responsibility of the resident they belong to for disposal and are not to be left in the dumpster area or anywhere on condominium property. Arrangement for pickup can be made by calling City of St. Petersburg at 727-893-7398.
7. **CONSTRUCTION DEBRIS:** All construction debris must be removed by contractor or person performing the work and not put in Association dumpsters.
8. **SIGNS:** Each apartment may identify its occupant by a name plate of a type and size approved by the Association and mounted in a place and manner as approved by the Association. No other signs, advertising, or notices of any kind or type whatsoever shall be permitted or displayed on the exterior of any apartment or may be visible from the exterior of any apartment.
9. **LEASING/SELLING UNITS:** Condominium owners intending to lease or sell their unit must first contact our property management company to obtain an application which is to be filled out and approved by the Board of Governors before any prospective resident signs a lease, closes on a sale, or moves onto condominium property. Additionally, all prospective residents must be interviewed by members of the Board of Governors or Manager prior to approval. The Board of Governors must also be provided a copy of every lease after it is signed, or a copy of the closing statement and warrantee deed after finalizing a sale.
10. **LEASE:** Each owner may lease his apartment only upon the following terms and conditions:
 - a. All prospective tenants must be approved by the Board of Governors before an effective lease (oral or written) may be entered into.
 - b. All the same rules and regulations and restrictions applicable to Owners and/or purchasers and their families, guests, servants, invitees, or otherwise shall apply to tenants and/or lessees, their families, guest, servants, invitees, or otherwise, both before, during, and after occupancy under a lease.
 - c. The term of any lease agreement shall be for not less than four (4) months,

and not longer than one (1) year and/or tenants under any lease agreement shall be not more than two (2) in number.

- d. The lessees and/or tenants under any lease agreement shall be not more than two (2) in number.
- e. Each owner renting his or her apartment shall be jointly and severally responsible (along with the tenant or tenants) for any damage inflicted upon the common elements of the common areas, grounds, exterior of the buildings, or parking lots by his and/or her lessees or tenants.
- f. No owner shall rent his condominium under more than two lease agreements in any one calendar year (i.e., to no more than two different tenants or lessees in any one year)

11. **OFFICIAL NOTICES:** All official notices of the Association or of the Management Company shall bear the signature of each entity's Secretary, and the official seal of the said Association and/or Management Company. Except as otherwise required by the Bylaws of the Association, all such notices shall be mailed to each member at the address on file and recorded for such purposes with the Association and Management Company. No member shall make or permit to be made any written, typed, or printed notices of any kind or type whatsoever, or post the same on the bulletin boards, mail, or otherwise circulate it to other members, which purports or represents to be an official act or notice of the Association or Management Corporation. Notices of a social nature or purpose by a member in his capacity as a member to other members are specifically excluded, provided that all such notices shall bear the signature of the member or members making or uttering such notices and shall be fully responsible for the contents thereof.

12. **LANDSCAPING:** All changes or planting of trees, bushes, flowers, or shrubs in the common areas are to be handled by the lawn service or company or person hired to do the same by the Association, with the approval of the Board of Governors.

13. **STORAGE:** Assigned locker and storage areas shall be used only by designated Apartment owner. Permission in writing may be given to an unassigned owner only with full cooperation of other apartment owners sharing storage areas.

14.

PARKING REGULATIONS

15. **GUEST:** Resident parking should be in the designated space of the unit. Guest spaces are for guests only and shall not be used for a resident's second car. Second cars must be parked in the street. A "Guest" is a daytime, evening or overnight visitor who stays no longer than two (2) nights. In all other instances of visits longer than two (2) nights, the guest car will be considered the resident's second car. Parking on the grass is not permitted. No more than one (1) car per condominium is allowed. This rule

applies regardless of the number of occupants in any one (1) unit. **VEHICLES IN VIOLATION ARE SUBJECT TO TOWING AT VEHICLE OWNERS' EXPENSE WITHOUT NOTICE.**

16. **DECAL:** Unlicensed vehicles, **VEHICLES WITHOUT A TYRONE FIFTH DECAL**, vehicles with expired tags or inoperable vehicles shall not be permitted to be parked on association property except with written permission from the Board of Directors for a specified period of time. **VEHICLES IN VIOLATION ARE SUBJECT TO TOWING AT VEHICLE OWNERS' EXPENSE WITHOUT NOTICE.**
17. **NO TRUCKS:** No truck larger than a pick up or other commercial vehicle, boat, house trailer, boat trailer, bus, mobile home camper, recreational vehicle or trailer of any other description shall be parked in any parking space or on the condominium property except with the written consent of the Board of Directors. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles such as for pick up, delivery and other commercial services for the condominium unit owners and residence.
18. **MINOR REPAIRS:** Any minor repair to motor vehicles of any kind must be performed in the resident's designated parking space. Minor repairs are limited to flat tires, fluid changes and battery replacements.
19. **MOTORCYCLES:** The operating of two-wheeled or three-wheeled motor vehicles including, but not limited to, all-terrain vehicles, motorcycles, and moped shall be parked in designated parking spaces and are not permitted to be parked on patios, porches or sidewalks. The revving of engines of such vehicles is prohibited. Only one vehicle shall be permitted to park in each designated space.
20. **SHARING AN ASSIGNED SPACE:** All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Such designation may be by separate letter or appropriate marking of the parking space or spaces by the owner's last name and/or apartment number. Exceptions to this to be made only by the Association. If more than one parking space is needed for a unit owner, then the second parking space can be in another unit owner's unused parking space, provided approval for the second vehicle and unused unit owner parking space is given with agreement by unit owners involved and Board of Governors approval.
21. **BEHAVIOR:** Behavior and activity which is disruptive, angry, threatening, abusive or destructive on the part of any owner, resident or visitor towards anyone or anything on condominium property is prohibited.