

**RULES & REGULATIONS (Revised February 2024)**

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- 1) Owners shall not use or permit the use of their premises in any manner which would be disturbing or a nuisance to other owners. All occupants of units shall exercise extreme care about making noise or the use of musical instruments, radios, televisions, sound bars, sub-woofers, sound systems and amplifiers that may tend to disturb other occupants.
- 2) Condominium units may not be used for any commercial or business purpose except for those computer- based home office businesses with no foot traffic. No peddling, soliciting or commercial enterprise of any kind will be permitted,
- 3) Common or limited common elements shall not be obstructed, littered, defaced or misused in any manner. Front patios facing the parking areas are to be kept well groomed. Storage is not allowed on the front patios and furniture is limited to outdoor furniture. All planting and/or adjustments to the lawn areas or limited common areas must be submitted in writing to the Board of Directors for approval prior to planting.  
  
Planting changes, other than trees, are permissible in the limited common areas. No trees may be planted in limited common areas without written Board approval.
- 4) No structural changes or inside alterations shall be made in any unit except upon prior written approval of the Board of Directors. Permits and inspections must be prominently displayed. No structural changes or alterations shall be made in any common or limited common element in or adjoining any unit. No structural changes shall be permitted to the patio areas. The Board must approve replacement of sliding glass doors. The Board must approve all plans for modification of screened porches; this includes changes to screening, adding glass, or walling in porches.
- 5) No clothing, sheets, blankets, towels or laundry of any kind shall be hung on the railings or exposed on any part of the patios and/or any part of the exterior of the building.
- 6) No person or persons shall use the walkways or hallways for storage of personal items such as shoes, fishing equipment, bicycles, toys, grills, etc.
- 7) Please place all trash in the dumpster. Do not leave trash on the ground around the dumpster. Each resident is fully responsible for the removal of any large discarded items taken to the dumpster area. Large items must be placed outside the enclosure walls. The resident discarding the item(s) must call the Sanitation Department of the City of Clearwater (727-562-4920) and request the item(s) be picked up. The City provides this special pick-up service. Contractors replacing toilets, tubs, cabinets, etc. must take old items to appropriate disposal locations. They should not be left at dumpster area.
- 8) Please place all items for recycling in blue containers adjacent to dumpster. Residents are responsible for informing contractors or workmen at their unit regarding the breakdown and recycling of cardboard boxes.
- 9) For safety reasons no Children, Youths or Adults will be allowed to play or hold recreational functions in the parking lot or driveway.
- 10) Permanent changes in occupancy shall be reported to the Board of Directors, as the Secretary is responsible for maintaining a current list of occupants per Florida Statutes.
- 11) The bulletin board located over the mailboxes is to be used for the posting of signs. With the Board of Directors approval, an owner may place a "For Sale" or "For Rent" sign on the lawn adjacent to Unit #112. The number of signs at any one time is limited to two (2) and the signs will be professional realtor signs on a small wire hanger (approximately 3 to 4 feet high).
- 12) The storage unit garage is for unit residents only and may not be used by anyone else even with the owners' permission. Items must be marked with the unit number. Large items should not be stored as space is limited. Violations of this rule can have an adverse effect on our insurance rates.

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**Parking**

- 1) Each unit has two reserved parking spaces. These spaces are designated by the letters painted on the carports. No residents are allowed to park in the Guest Parking area. A resident may park in a reserved space other than their own with the written permission of that owner; permission of owner must be submitted to the Board of Directors.
- 2) Vehicles must be pulled straight in to parking spaces so that rear license plate can be seen. Vehicles may be backed into a parking space if that space is immediately in front of vehicle owners' condominium unit. This is to prevent exhaust fumes from going into your neighbor's patio or into their bedrooms.
- 3) The parking or storage of boats, dune buggies, recreational vehicles, campers, trucks (except noncommercial vehicles), or trailers in any parking space or on the condominium property is prohibited. Exceptions will be made for PODS units during the moving process with the approval of the Board of Directors.
- 4) Parking in the common driveway, including the concrete area adjacent to the storage building, is prohibited. This is designated as a "No Parking and Tow Away Zone" and will be strictly enforced. Moving or delivery trucks may be parked in the driveway only during the loading/unloading process (care should be taken to avoid blocking the drive and the mailbox area). Residents are responsible for informing their guests of the parking rules.
- 5) No mechanical work, car repair, changing of oil or use of jacks is permitted in designated parking areas and/or the common areas of the Association. Emergency repairs and minor preventative maintenance may be performed. Furthermore, no use of solvents or other chemicals that could damage the paving or grounds is permitted. Violators will be responsible for any costs incurred by the Association for the repair or cleaning of damaged areas.
- 6) Any resident with a guest using the Guest Parking for more than three (3) consecutive days must advise the President of the association in writing giving the make, model, color and tag number of the guest's vehicle and the intended length of time it will be using the Guest Parking area. Use of the Guest Parking area by a single guest is limited to seven (7) consecutive days.
- 7) Car washing is permitted with adherence to any City or County ordinances for water use.
- 8) Vehicles constituting a nuisance or which are unsightly in the sole opinion of the Board of Directors (defined as vehicles with expired license plates, flat tires, or which are inoperable for a period of ten (10) days shall be towed at the owners' expense.
- 9) Vehicles should be parked so that the front of the vehicle is not blocking the sidewalk. Sidewalks must be clear for the safety of all residents and especially for any persons in wheelchairs.

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**Sale of Unit and Leasing or Renting of Unit**

- 1) The owner wishing to sell/lease/rent their unit must submit the following items completed by the prospective owner or tenant(s) to the Board of Directors for approval at least sixteen (16) days prior to occupancy:
  - a. Association application form
  - b. A signed copy of the latest Rules & Regulations of the Association to confirm the understanding and intended compliance of the prospective resident
  - c. A copy of the contract for sale or proposed lease for approval purposes and an executed copy of the same lease prior to occupancy
  - d. A \$25.00 processing fee payable by seller/lessor to the Penthouse Villas of Morningside by check only.

**NOTE:** No unit may be rented or leased until the owner has owned the unit for a minimum of two years.

**Pets**

- 1) No pets who at maturity will be over twenty-five (25) pounds are allowed.
- 2) No Pit Bulls, snakes or agricultural animals are allowed.
- 3) Only two (2) domestic pets per unit are allowed.
- 4) Pet owners must be in compliance with all City Pet Ordinances including leash laws.
- 5) All pets will be housed inside the unit and will not be left unsupervised on the front patios (facing the parking area) or the rear screened porches.
- 6) Pet droppings should be wrapped and deposited in dumpster. Unwrapped droppings are not to be placed in the dumpster. When a unit owner/friend/relative walks a pet they should be courteous and pick-up after their animal.
- 7) Pets will not be a nuisance. Examples of nuisances are: barking or other loud noises, carrying rabies, being harmful to other pets, persons or property. It is understood that any animal will occasionally make noise. However, continued noise or uncontrolled behavior will be resolved by the pet nuisance procedure below.

**Pet Nuisance Procedure**

- 1) Once the problem is brought to the Board of Directors, they shall discuss the problem and provide written details of what needs to be done to rectify the situation.
- 2) The Owner has seven (7) days to resolve the problem.
- 3) If the responsible owner has not satisfied the above, the Board of Directors can assess a fine not to exceed \$50.00 per offence and/or take legal action.
- 4) If the problem is repeated within thirty (30) days, the Board of Directors will determine further action.

Initials: \_\_\_\_\_

**PENTHOUSE VILLAS OF MORNINGSIDE CONDOMINIUM ASSOCIATION, INC.**

**CERTIFICATE OF ACCEPTANCE OF  
RULES and REGULATIONS**

Unit # \_\_\_\_\_

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

This is to certify that \_\_\_\_\_

\_\_\_\_\_  
(Name of each person to reside in unit)

has read, and fully understands, and initialized all 3 pages of the Rules and Regulations of Penthouse Villas of Morningside Condominium Association, Inc. The new owner or tenant by execution below acknowledges receipt of a copy of the Rules and Regulations and hereby agrees to abide by said Rules and Regulations together with any amendments thereto.

As a tenant, I understand that a violation can result in revocation of the lease between the Owner and me and I will be required to vacate the unit.

As an owner, I acknowledge that I am responsible for any and all damages to the common area of Penthouse Villas caused by my tenant, guests and invitees that may result in expenses for repair or replacement.

**Unit Owner:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Unit Owner:** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**Board Member:** \_\_\_\_\_