

Prepared by and return to:  
KAREN E. MALLER, ESQ.  
Johnson Pope Bokor Ruppel & Burns, LLP  
490 1<sup>st</sup> Avenue South, Suite 700  
St. Petersburg, FL 33701

**CERTIFICATE OF NOTICE OF  
ADOPTION OF AMENDED RULES AND REGULATIONS OF  
NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, INC.**

NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, INC., hereby certifies that at a duly called meeting of the Board Members of the Association held on March 23, 2023 at which a quorum of the Board Members were present in person or by telephone, adopted the Amended Rules and Regulations attached hereto as Exhibit A. These Rules and Regulations shall be applicable as allowed pursuant to Chapter 718, Florida Statutes and Section 9 of the Declaration of Condominium of North East Garden Apartments, originally recorded in O.R. Book 2160, beginning at Page 595 of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, North East Garden Apartments Condominium Association, Inc., has caused this instrument to be signed by its duly authorized Officers on the March 23, 2023.

Signed, sealed, and delivered in the presence of:

Rebecca A. Shoemaker  
Witness Signature #1

Rebecca A. Shoemaker  
(Legibly print name of witness on this line)

Fred Mosley  
Witness Signature #2

FRED MOSLEY  
(Legibly print name of witness on this line)

NORTH EAST GARDEN APARTMENTS  
CONDOMINIUM ASSOCIATION, INC.

By:

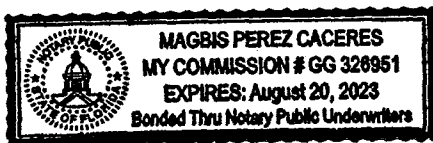
Kathleen McCabe  
Signature of President

Kathleen McCabe  
Printed Name of President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23<sup>rd</sup> day of March 2023, by Kathleen McCabe as President of North East Garden Apartments Condominium Association, Inc., who signed in the presence of two witnesses.

[Signature]  
Notary Public - State of Florida

X Personally Known OR      Produced Identification  
Type of Identification Produced:



*Certificate of Notice of Amended Rules & Regulations  
North East Garden Apartments Condominium Association, Inc.*  
Page 1 of 2

Signed, sealed, and delivered in the presence of:

Lisa Peakes  
Witness Signature #1

Lisa M. Peakes  
(Legibly print name of witness on this line)

Paul Lintz  
Witness Signature #2

Jhasmel Santiago  
(Legibly print name of witness on this line)

NORTH EAST GARDEN APARTMENTS  
CONDOMINIUM ASSOCIATION, INC.

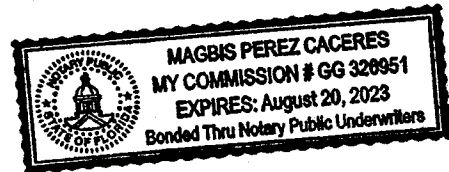
By: William Garamella  
Signature of Secretary

William Garamella  
Printed Name of Secretary

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23<sup>rd</sup> day of March 2023, by William Garamella as Secretary of North East Garden Apartments Condominium Association, Inc., who signed in the presence of two witnesses.

[Signature]  
Notary Public - State of Florida

X Personally Known OR      Produced Identification  
Type of Identification Produced:



**Amended Rules and Regulations  
North East Garden Apartments Condominium Association Inc.  
Updated March, 2023**

**GENERAL**

Each owner or occupant of any unit must conform to and abide by the provisions of the Declaration of Condominium, the Association's Articles of Incorporation and Bylaws, and Board of Directors of the Association regarding the use of the units and common elements as well as an amendment to these Documents.

The management agent has the power to act for the Board of Directors to enforce these rules and regulations. The Board of Directors has the right to make final decisions on violations or disputes concerning them. These rules and regulations may be changed, amended or deleted from time to time in accordance with the Declaration of Condominium and the Articles of Incorporation and Bylaws of the Association.

**DO NOT flush ANYTHING (including flushable wipes and feminine products) other than human waste and septic rated toilet paper down the toilet.**

**ROOF ACCESS: All persons accessing roof shall wear protective boot/shoe covers. Owners must notify management in advance of scheduled roof access. Provide date, time of access, vendor name, insurance certificate and license. In the event of an emergency access, the management company is to be notified at time of incident. Person accessing roofs should use service walkways. Management will provide instruction at the time of approval.**

**Generators are not permitted.**

**Gas grills and barbecues are not permitted.**

**Use of fireworks as defined by the Florida Laws is strictly prohibited.**

**No resident or guest will feed wildlife of any kind; including - but not limited to - stray cats, birds, squirrels, etc., as well as the additional species of wildlife defined by Florida Laws.**

**Flotation (liquid) bedding systems are not permitted.**

**USE OF UNITS & COMMON ELEMENTS**

Each unit is only for residential purposes. Maximum occupancy is two (2) persons for each bedroom in the unit. No commercial, professional, or business use of the units, limited common elements, or common elements is permitted. The sole exception is for any management, sales or rental office utilized by the Association, employees and agents of the Association.

All units must provide a unit access key or door code to the management company. The Association has the irrevocable right to access each unit during reasonable hours when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association - or as necessary to prevent damage

to the common elements or to another unit or units. The association reserves the right to hold unit keys or code lock codes and or install a master lock system. Door locks may not be installed or added to, or replaced, in any unit without the prior consent of the management agent or the Association. These rights are in addition to those rights provided to the Association to the Association pursuant to Chapter 718, Florida Statutes.

**Quiet hours are between 11:00 p.m. and 8:00 a.m.** It is the responsibility of unit owners or occupants to prohibit loud or objectionable noises coming from persons, musical instruments, radios, televisions or amplifiers at any time. See **section a** below for guidelines on use during quiet hours. Unit owners may not engage in or allow yelling, or allow objectionable noises from approved pets, etc. Unit owners must not allow obnoxious odors including cigarette, cigar, pipe, or marijuana smoke to emanate from the unit or the common elements which may cause a nuisance to the occupants of other units.

All electronics, including radios, stereos, compact disc players, recording amplifiers, televisions receivers, phones and iPads must be limited to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m.

Unit owners or occupants must not use the unit or common elements to violate any laws, ordinances, or regulations of any governmental body, or to interfere unreasonably with the peace and enjoyment of another owner.

Unit owners or occupants must not allow anything to be done or kept in the unit or in the common elements which will cause damage to, or increase insurance rates on, any unit or the common elements. Unit owners must keep and maintain their respective units in good condition and repair.

Unit owners or occupants must not commit or permit any public or private nuisance or illegal act in the unit or the common elements.

Unit owners or occupants must not obstruct the common pathway to or from the other units or the common elements. The walkways, entrances, and steps must be kept clear at all times. Items such as, but not limited to, potted plants, trash cans, toys, laundry, fishing gear, bicycles, beach towels, beach gear or toys, furniture and other personal items must not be kept or stored in any portion of the common elements. The carport entryways, walkways or balconies cannot be used for drying clothes, linens, beach towels or any other material. To maintain safety, uniformity, and proper maintenance, welcome mats or extensions of any kind into the walkways or carport entryways are not permitted.

**Window coverings** such as blinds, shades, drapes must have a neutral backing towards the exterior. Unit owners or occupants may not hang any laundry, garments, or unsightly objects from windows or balconies or in any place readily visible from the outside of the unit. Aluminum foil, shower curtains, bed sheets and similar materials are not allowed as coverings.

Unit owners or occupants must not allow anything to remain in or on any of the common elements which would be unsightly or hazardous.

Unit owners or occupants must not allow any rubbish, refuse, garbage, or trash to accumulate in places other than the receptacles provided. Owners and occupants must keep the unit, and common elements associated with the unit, in a clean sanitary condition

at all times.

**Garbage and trash must be placed in the dumpster. All boxes must be broken down. No items including furniture, televisions etc. are to be left on the ground near the dumpsters. Call the City of St. Pete for no charge Special pick-up 727-893-7398.**

Unit owners or occupants must not allow any fire or health hazard to exist. **Notification of a fire should be made first to the Fire Department and then to the management agent.** Goods or materials which are combustible or would increase fire risks may not be stored or placed in any part of the property.

Unit owners or occupants must not interfere with the use of any area reserved for the benefit of another unit. Unit owners or occupants must not use their own areas or common areas in a way that interferes with the equal rights of other unit owners or occupants to enjoy their own areas or associated common areas.

To prevent damage from sudden storms, windows should be closed in a unit which is left vacant, even temporarily.

Wreaths and similar decorations may be displayed on unit entry doors throughout the year, provided they do not interfere with safe use of the entryway or the adjacent hallway. The Board of Directors has the discretion to order the removal of any such decoration for any reason it determines appropriate.

Unit owners and occupants may post notices of general interest on the bulletin board adjacent to the mailboxes. The Board of Directors has the discretion to remove any such notice.

Bicycles or other similar item such as scooters may not be kept in the common areas, or as otherwise specified by the management agent. Bicycles and other similar items such as scooter will not be ridden in the common area sidewalks, walkways or carport areas.

### **REMODELING /ALTERATIONS**

All work must be done 8AM to 5PM Monday - Friday and 9AM - 5PM Saturday. Sunday construction is prohibited.

No unit owner or occupant can do any of the following without the prior written consent of the Board of Directors: paint, block up, or otherwise change the appearance of any exterior wall, door, window, screen, balcony, deck, or any exterior surface or improvement. Owners or occupants also may not tint, color, or otherwise treat or apply anything to any window which will, in the opinion of the Board, adversely affect the uniform exterior appearance of the building. Owners and occupants may not plant anything outside of a unit. They may not put up any exterior lights, advertisements or signs; or place any signs, advertisements or symbols in windows of any unit, on any balcony or exterior surface, or upon any vehicle on the property. They also may not put up or attach any structural additions or alterations to the unit or to the common elements.

**ROOF ACCESS: All persons accessing roof shall wear protective boot/shoe covers. Owners must notify management in advance of scheduled roof access. Provide date, time of access, vendor name, insurance certificate and license.**

**In the event of an emergency access, the management company is to be notified at time of incident. Person accessing roofs should use service walkways. Management will provide instruction at the time of approval.**

Window tinting is allowed, provided it is installed by a professional and is non-reflective, so it won't distract from the exterior of the building. A sample of the window tinting to be applied must be submitted to the Board of Directors and requires written approval before it's applied.

Hard and/or heavy surface floor covering is allowed, provided it is limited to fifteen (15) pounds per square foot, including setting bed and/or adhesive materials, unless otherwise approved by the Association. The covering must be compatible with the structural and architectural design of the unit.

A proposal from the contractor indicating the type of soundproofing to be used with the hard and/or heavy surface flooring must be submitted to the Association. It has to meet applicable structural requirements and be approved by a representative of the Board of Directors or by the management agent prior to installation. Materials and installation must meet a Sound Transmission Class (STC) rating and Impact Insulation Class (IIC) rating per industry standard. The insulation layer needs to be inspected and approved for compliance before the hard flooring is installed.

If the final installation is not as specified or does not satisfactorily prevent noise transfer to other units, the problem will be, upon the direction of the Association, corrected within thirty (30) days, or the flooring will be removed at the expense of the unit owner. The Association requires that any corrections be reviewed by a structural engineer before they are deemed satisfactory.

Furniture cannot be moved onto the common elements, including the walkways, while work is being done. Any preparation area must be pre-approved by Management. Common areas must be cleaned daily.

The cost of flooring, soundproofing material, installation, removal (if required), corrections (if required), structural review (if required), cleaning and damage repair in common areas (if any) shall be borne by the unit owner.

### **CHILDREN**

Children may reside in the condominium, but they are not allowed to play on stairs, entranceways, driveways, or parking areas. The same prohibition applies to any other occupants. Parents are responsible for the conduct of their children in accordance with these Rules and Regulations, the Declaration of Condominium, and the Articles of Incorporation and Bylaws of the Association.

### **PARKING**

**No parking on any lawn area.** No unit owner or occupant, guest, invitee or visitor of any owner or occupant may park overnight any commercial or recreational vehicle in any carport driveway or parking area. Such vehicles include, but are not limited to, trucks, boats, campers, vans, trailers, tractors, tractor trailers, motor homes, mobile homes, or similar vehicles.

The Association has the right to allow exceptions to this rule. The Board of Directors of the Association alone has the right to designate specific parking spaces. All vehicles must be parked within the painted lines of each parking space. Vehicles may not be repaired on the property, however, tire changing, professional window replacement, and emergency service is allowed. No inoperable or unsightly vehicles may be kept on condo property. Non-operative or unregistered vehicles may be removed by the management agent by a tow company at the expense of the owner, and the owner shall have no right of recourse against the Association or the management agent therefore.

Towing: Pursuant to Section 715.07(2), Florida statutes - North East Garden Apartments Condominium Association Inc. designates the unit owner to whom a particular parking space has been assigned as the Association's designated representative for that parking space. The unit owner is authorized to have any vehicle or vessel parked in the unit owner's assigned parking space without her or his permission removed by the Association's authorized towing company.

When a unit owner wants a vehicle to be towed from his or her assigned parking space in accordance with this rule, the unit owner must telephone the management company and give the make, model, color and license plate number of the vehicle, and the property manager will contact the towing company.

In the event a unit owner leases his or her unit in accordance with the Declaration of Condominium of North East Garden Apartments Condominium Association Inc., and the rules and regulations of the Association, the tenant named in the written lease agreement will have the same rights and obligations as the unit owner with respect to having a vehicle removed from the rental unit's assigned parking space.

A unit owner or occupant does not have the right to act for or on behalf of any other unit owner or occupant with respect to any vehicle or vessel parked in the other unit owner's or occupant's assigned parking space. No unit owner may act for or on behalf of the Association with respect to any vehicle or vessel parked within any other part of the Condominium property but the unit owner's assigned space. Nor shall this rule be construed or deemed to create a right or obligation for any unit owner or tenant to act for or on behalf of the Association or the Board of Directors of the Association in any situation not described here.

The Association and the Management company has no liability to the unit owner, tenant or third party for towing a vehicle at the request of a unit owner or tenant.

## **PETS**

Unit owners or occupants may not allow any animals to be kept in the unit other than: a maximum of three (3) small caged birds and small marine animals (e.g. fish) kept in closed aquariums, and two (2) cats. If any cat weighs more than fifteen (15) pounds, it will be within the sole discretion of the Board of Directors of the Association to allow it. Dogs are not permitted. No animals or pets are allowed outside the owner's unit unless kept on a leash at all times or in a cage. No animals or pets are allowed to make unreasonable noise which interferes with the peaceful enjoyment of other units in the condominium. Owners of animals and pets will keep the common elements and the units clean and free of animal waste at all times. Any such waste shall be disposed of only in tightly closed bags in designated trash receptacles. All animals and pets must be kept in conformity with the provisions of this Declaration and any further rules and regulations issued by the Board of

Directors. Failure by an owner or occupant to comply may result in payment for damages, fines or removal of the offending animal(s) or pet(s) at the request of the Association.

### **MONTHLY ASSESSMENTS**

Monthly assessments (maintenance fees) are due on the first day of each month.

The collection process for past due assessments is as follows: (1) after the due date a reminder notice will be sent by the management agent; identified as the Notice of Late Assessment ("NOLA") providing the owner 30 days to pay all past due assessments; (2) if there is no payment following the expiration of the 30 days, the management agent shall turn the account over to the Association's attorney for issuance of Notice of Intent to Lien, providing the statutory 45 days for the owner to pay all amounts pursuant to Chapter 718, Fla. Statutes; (3) if after 45 days from the issuance of the Notice of Intent to Lien the account is not paid in full, the Association's attorney shall issue the Delinquent Notice with a copy of the Claim of Lien and record the same in the Public Records of Pinellas County, Florida; and (4) if after 45 days from issuance of the Delinquent Notice any amount is still outstanding, the Association's attorney may file a lawsuit. Any fees incurred to collect past due assessments will be charged to the unit owner. Fees will include, but are not limited to attorney charges, late fees of six percent (6%) per annum, lien fees and court costs.

### **SALES & RENTALS**

**Leasing will ONLY be approved after 18 (eighteen) months of the unit purchase as evidenced by a recorded deed or similar recorded written instrument appearing in the Public Records of Pinellas County, Florida.**

Unit owners or occupants may not divide or subdivide the unit for the purpose of sale or lease or for any other purpose.

The charge for processing all rental applications is one hundred dollars (\$100.00) each, and charge for processing all resale applications is one hundred dollars (\$100.00) each.

The minimum rental or lease period is no less than six (6) months.

Applications must be submitted to the Association (through the management company) not less than ten (10) days prior to the date of occupancy or closing, along with the application fee and a copy of the lease or sales contract. All residents must meet with or conduct a telephone interview with a designated Board Member prior to occupancy. Rules regarding application to purchase or lease a unit approved by the Board follow.

Article 14 of the Declaration of North East Garden Apartments Condominium Association Inc. requires approval by the Association prior to the Sale or Lease of a Unit. The units are close to one another, living conditions are compact, and common elements are shared. Because compatibility and congeniality must exist between the unit owners and occupants under these circumstances, the Board of Directors of the Association, or its duly



authorized officer, agent, or committee, must approve in writing all sales, transfers, leases or occupation of a unit before such a transaction can take effect. Written application for such approval must contain such information as may be required by application forms promulgated by the Board and must be accompanied by an application fee.

Consideration shall be given to the moral character, including criminal history and civil litigation, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee, or occupant.

Each prospective purchaser, transferee, lessee, or occupant of a unit in North East Garden Apartments Condominium Association Inc. must receive approval of the sale, lease, or occupancy, as appropriate, before closing of the sale, commencement of the lease, or occupancy of the subject unit begins. Application forms and other information regarding the application process may be obtained from the manager of the Condominium. ALL applicants must meet with or conduct a telephone interview with a designated Board Member prior to occupancy and/or closing.

The Board of Directors hereby gives notice that it will consider the following guidelines in determining whether to approve or deny an application to purchase, lease, or occupy a unit in the Condominium:

Any pre-existing condition that is a violation of the condominium documents (e.g. ownership of a pet which is not allowed by the condominium documents.)

The number of people who will occupy the unit as it relates to any restrictions in the condominium documents, rules, or in local occupancy ordinances.

Criminal record of each applicant (occupant).

History of civil litigation including tenant evictions or legal actions with prior residential associations.

Any other information provided to the Association by the applicant.

The Association's investigation into the personal life of each applicant must be done for all applicants, and cannot be waived for any reason whatsoever. Each applicant must complete and return an application to the Association NOT LESS THAN FIVE (5) days PRIOR to the date action is desired of the Association, along with the application fee, and a copy of the lease or sales contract. Missing or incomplete information will cause the application to be returned without action. This return will not be considered a waiver by the Association of its right to approve each applicant for the purchase or lease of any unit.

**DO NOT REQUEST THAT ANY OF THESE REQUIREMENTS BE WAIVED, MODIFIED, OR EXCEPTED.**

The Association will not consider a request to shorten the five (5) day approval period and request additional time if the matter is turned over to the Association's attorney for further investigation.

All information submitted to the Association in conjunction with the application is confidential pursuant to Section 718.111(12)(c)2 Florida Statutes.

THE ASSOCIATION WILL NOT DISCRIMINATE AGAINST ANY APPLICANT TO PURCHASE, LEASE, OR OCCUPY A UNIT IN NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION INC., ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN OR ANCESTRY, VETERAN STATUS, DISABILITY, AGE, OR ANY OTHER BASIS PROTECTED BY APPLICABLE FEDERAL, STATE, OR LOCAL LAWS.

**GROUND'S FOR AUTOMATIC DENIAL OF APPLICATION:**

Conviction of any applicant of any felony arising out of or related to physical injury of any nature to a person, specifically including, but not limited to, homicide, assault, battery, kidnapping, sexual battery, prostitution, lewdness, indecent exposure, stalking, incest or abuse of children in which civil rights have not been restored for at least 10 years.

Conviction of any applicant within the past five years of a felony of any degree arising out of or related to injury or damage to property, specifically including, but not limited to, arson, criminal mischief, burglary, trespassing, robbery, computer related crimes, fraudulent practices, public nuisances, cruelty to animals, forgery, counterfeiting, violations involving checks and drafts, and the sale or possession of drugs.

A determination that any information provided to the Association by any applicant is false or misleading.

If the unit is delinquent in any obligation to the Association.

IF ANY OF THE ABOVE APPLIES, THE BOARD OF DIRECTORS WILL REVIEW THE APPLICATION AT A SPECIAL MEETING OF THE BOARD AND MAKE A FINAL DECISION.

**NORTH EAST GARDEN APARTMENTS CONDOMINIUM ASSOCIATION, INC.  
HURRICANE PROTECTION SPECIFICATIONS AND INSTALLATION REQUEST FORM**

The Florida Condominium Act [718.113(5)] requires all associations to provide specifications for hurricane protection. North East Garden Apartments Condominium Association, Inc. (the "Association") requires all owners wishing to install hurricane protection to obtain written approval from the Association prior to installation. This policy is necessary to ensure the uniformity of installation and use of the type of hurricane protection, and to promote the safety and aesthetics of the community. As allowed by Section 718.113(5), Fla. Stat., the Association approves of code compliant windows using impact glass as further described on the attached Hurricane Protection Specifications Sheet. Please include license and insurance from the Installer with this form.

All installations must meet or exceed any legal requirements and conform with the appearance standards noted below.

**Owner Name** (Please Print):

Unit Address:

Phone#:

**Hurricane Protection Installer:**

Name:

Phone#:

Address:

Brief description of Installation:

Approximate Installation date:

The undersigned owner requests approval for the installation of hurricane protection windows, and certifies to the Association that such installation will comply with building codes and other legal requirements that may be in place.

Signed:

(Owner) Date: