

# EDWARD LAWRENCE, INC.



## Rules and Regulations

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November 8, 2019

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# **RULES AND REGULATIONS**

**Amended and Restated October 2016**

## **ARTICLE I – ADULT COMPLEX**

Edward Lawrence, Inc. (ELI) is designated a “Housing for Older Persons” Association as defined in the Federal Fair Housing Act.

## **ARTICLE II – LAUNDRY**

- A. The laundry area is located inside the building on the ground floor at the north end. The hours of operation are: 8:00 am to 9:00 pm. This area is restricted to Owners, their guests, and approved lessees.
- B. Please comply with all posted instructions and respect the rights of others.
- C. Do not attempt to repair any machines. Report broken equipment to Management/BOD.

## **ARTICLE III – PETS**

As stated within our Amended and Restated Management and Operating Agreement, the policy at ELI is: “That grantee shall not have or keep any animal pets in said apartment.” However, Federally Protected and Physician Authorized pets must be approved under these guidelines for Owners and tenants.

- A. Unit Owners and tenants must present documentation of need, an active license, and proof of the required Rabies Shot prior to pet arrival at ELI.
- B. Visitors and guests may not bring pets to ELI, with the exception of a Service Animal. Proper paperwork must be available upon request of Management/BOD.
- C. No more than two (2) pets per Unit are permitted.
- D. The Unit Owner has full financial and liable responsibility for the registered pet/s.
- E. In accordance with city code, a cat, dog, bird, or fish may reside within a Unit.
- F. Pets must be supervised by the Pet Owner while in the courtyard area.
- G. Pets must be walked outside the courtyard area. The Pet Owner must pick up after the pet.
- H. Unit Owners may report, in writing, objectionable activity associated with a pet to the Management/BOD.
- I. Failure of a pet owner to comply with two (2) or more valid written nuisance reports may result in an Association fine.

## **ARTICLE IV – TRASH**

All trash will be disposed of in accordance with city code.

## ARTICLE V – PARKING

- A. All vehicles must be parked within the designated area. **Designated Area is defined as parking between the yellow lines.** Vehicles may not be parked blocking ingress or egress of any other vehicles, and may not block or interfere with any other resident's use of their designated parking area.
- B. All parking spaces are assigned and restricted for the private use of the Unit Owner designated to use them.
- C. Only one (1) vehicle may be parked in each designated parking space.
- D. Campers, trailers, motor homes, boats, moving vans, and storage containers are not permitted in any parking area, except to actively load or unload supplies.
- E. Parking areas may be used only for the parking of motor vehicles.
- F. Major car repairs are not permitted in any parking area.
- G. No skating, ball playing, rollerblading, or skateboarding is permitted in the parking area.
- H. All vehicles must be currently licensed and maintained in good operating condition. Vehicles that are not operative will be considered subject to the fine penalty and/or towing. Residents whose registration expires while they are away shall notify the Management Office/BOD immediately prior to expiration.
- I. No vehicle is to be used for junk or hazardous material storage.
- J. Any vehicle violating these parking rules is subject to a fine penalty and/or towing. **The Association or its agent shall have authority to tow vehicles at the sole cost of the vehicle owner.** Upon the first violation, the Association or its agent shall notify the Unit Owner or resident in writing of the violation. If the Unit Owner or resident violates these parking rules a second time within six (6) months, the vehicle will be towed without further notice. The Unit Owner and resident are responsible for their guests and invitees. A violation of parking rules by an invitee or guest will be deemed to be a violation by the Unit Owner or resident.

## ARTICLE VI – SALE AND LEASING OF UNITS

### GENERAL REQUIREMENTS

- A. As stipulated in our documents, each Unit is restricted to single family residential use.
- B. Occupancy of one (1) bedroom Units shall be limited to two (2) occupants. Occupancy of two (2) bedroom Units shall be limited to four (4) occupants.
- C. At least one (1) of the permanent occupants of each Unit must be fifty-five (55) years of age, or older.
- D. A permanent occupant is defined as any person who occupies a Unit for more than sixty (60) days in any calendar year.
- E. No Unit Owner, or lessee of a Unit, shall permit any person under the age of forty (40) years of age to be a permanent occupant.
- F. Unit Owners are limited to sixty (60) days of guest visitation per calendar year.

## **SALE AND/OR LEASE REQUIREMENTS**

Each Owner has the right to sell or lease his/her Unit provided the following criteria are met prior to closing and/or occupancy. All Owners and their occupants are bound by the provisions of the Association Documents and these Rules and Regulations.

- A. Required Tenant Application Forms must be fully completed and submitted to the Association for approval prior to tenant's arrival.
- B. The BOD shall review all lease applications and either approve or disapprove the application within fifteen (15) days after the Association receives the completed forms and application fee(s).
- C. Any lease made without Board approval shall be void.
- D. When Application Forms are returned by new applicant(s), they must be accompanied by a \$50.00 per-person non-refundable application fee, a copy of a photo ID for each applicant, and a copy of the Lease Agreement, stating specifics as may be required by Florida Statutes.
- E. In accordance with the Housing for Older Persons Registry, completed application(s) must be submitted by all tenants. Returning and successive tenants are not required to submit ID(s) when already on file.
- F. Background checks will be made on all tenant applications.
- G. At the time of sale, a copy of all Association Documents must be furnished to the perspective purchaser(s). If the Owner does not have his/her current Documents available, Owners must pay \$60.00 before copies of Association Documents will be provided.
- H. No Unit shall be leased unless the Owner has owned the Unit for at least two (2) years. Immediate leasing by heirs must be approved by the Board of Directors.
- I. A unit may be leased only one (1) time per year. If an initial lease fails due to tenant, Owner, or community dissatisfaction or incompatibility, a second lease may be initiated with approval by the Board on a case by case basis.
- J. No Unit shall be leased unless the terms and provisions of such lease shall provide that the Unit may not be sub-leased.
- K. Should any lessee not comply with such covenants, the Association shall be given the right to cancel and terminate such lease without the obligation to the Owner and, in this respect, the Association shall be regarded as the Owner's agent and fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.
- L. Rentals will not be approved if Assessment or Maintenance Fees are delinquent, or any violation issued against a Unit Owner is not cleared.

## **ARTICLE VII – UNAUTHORIZED GUEST(S) AND/OR LESSEE(S)**

### **VIOLATION OF PROCEDURES**

- A. In the event “Guest(s)” and/or Lessee(s) are found to be unauthorized by the Board of Directors, a fine of \$100.00 per day will be levied against the Owner on the basis of each day of a continuing violation not to exceed in the aggregate of \$1000.00, as provided by Florida Statutes.
- B. The Owner shall be afforded an opportunity for a hearing on the imposed fine setting forth date, time, and place of hearing.
- C. If no response is received from the Owner(s), and the fine has not been paid within fifteen (15) days of receipt of the Certified Fine Letter, the file will be turned over to the Association attorneys for collection.

## **ARTICLE VIII – MAINTENANCE RESPONSIBILITY OF OCCUPANTS**

- A. Each occupant shall keep his/her Unit in good condition and repair. This includes all internal surfaces within or surrounding the Unit such as; windows, doors, doorframes, and hardware.
- B. Hand railings and windows shall not be used for hanging garments or other objects, or for cleaning rugs or other household items.
- C. All Units on the 2<sup>nd</sup> floor may have carpet with padding. All other flooring, such as tile and hardwood, must have ¼” cork or equivalent soundproofing installed as an underlayment. All laminates, or floating flooring, must have a soundproofing barrier which meets or exceeds a ¼” cork soundproof rating.
- D. All Owners intending to install any material other than carpet and padding are required to complete a Modification Request Form obtained through the Management Office. Owners will be responsible to correct any nuisance sound problems which may occur following the installation.
- E. Window coverings such as; blinds, shades, drapes, curtains, etc. shall be of neutral color as viewed from the building exterior.
- F. The water supply in a Unit must be shut off when the Unit is unoccupied.
- G. As a safety issue, Owners must either maintain electrical connectivity to the wired smoke alarm within their Unit, or take full responsibility to maintain proper battery backup for the smoke alarm.
- H. The Association reserves the right to enter and inspect any Unit for emergency purposes. Owners will be notified in writing seventy-two (72) hours in advance of any non-emergency inspection taking place, to be conducted by at least two (2) individuals.

## **ARTICLE IX – ALTERATIONS AND ADDITIONS**

- A. Unit Owners will submit plans for any structural alterations to their Unit for Board approval.
- B. Window replacement shall be white vinyl windows which meet city code. Tinted glass will be selected at the discretion of the Unit Owner. If a Unit Owner presents a request for window replacement which conflicts with the current rules, the Property Manager shall bring the request to the Board for a final decision for approval.
- C. Any metal or wood doors that meet city code shall be permitted. Existing trim paint color shall be used. Board approval is required prior to installing all exterior doors.
- D. Storm door replacement policy: Disappearing Retractable Screen Doors are acceptable.
- E. No radio, television reception devices, or any wiring for such purpose may be installed on the exterior of the building, or upon Association property.
- F. Each Unit Owner is responsible to ensure all common areas are not damaged and remain clean during the course of any construction project. The Association shall notify the Owner of any violation(s) and will arrange for repair or cleaning of any common element where the Owner fails to cure said violation(s), with the Owner bearing the cost of cleaning or repair(s).

## **ARTICLE X – COMMON BUILDING AREAS**

- A. All Common Element areas are available to the Owners, Tenants, and Guests.
- B. Personal property may not be left in the laundry room, dumpster area, or in parking spaces. Each Unit has a small personal storage space located inside the building on the second (2<sup>nd</sup>) floor at the north end.
- C. The use of a personal size open flame grill is permitted a minimum of 10 feet away from any Building and on the center patio area. No grill is to be left unattended, and inside storage is mandatory. The user is responsible for all cleanup of the area.
- D. Each Unit is allowed a small outside area near their front door. Limitations are:
  - 1. Two (2) small patio chairs and one (1) small patio table defined as, when fully assembled may not extend more than 22" from the wall.
  - 2. Personal decorative item(s) may be kept on the table top.
  - 3. The same limitations apply to Units #1 and #15 by utilizing grassy areas located near their front door.
  - 4. For general maintenance purposes, all specified items must be stored inside the Unit when it is unoccupied.
- E. The Board has specified three (3) specific areas for bike storage. The locations are on ground level beneath the south stairwells and upstairs in the hallway located between the Storage Room and the Workshop as long as the bike does not block any doors. Please respect the space, it is for everyone to utilize. Owners must store their bike(s) inside when their Unit is unoccupied.

- F. Yard sales may be conducted on a limited basis. No sales will be conducted within the gated common area. Designated parking spaces may not be used for yard sales, and sidewalks may not be blocked.

## **ARTICLE XI – CONDUCT**

- A. Owners are expected to notify the Management and BOD of any arriving Tenant(s) or Guest(s).
- B. No occupant may make, or permit, any disturbing noises in the building or on the Association property by friends, guests, or servants.
- C. No occupant may permit anything to be done that would interfere with the rights, comfort, or convenience of other occupants.
- D. The only postings permitted to be displayed in the Association Bulletin Board are those authorized by the Board or Management. Owners may post personal notices on the Laundry Room Bulletin Board.
- E. Anyone who removes an Official Board of Directors publication from the Bulletin Board will be subject to a \$100.00 fine.

## **ARTICLE XII – COMPLAINTS AND SUGGESTIONS**

- A. Any criticism by Owners of vendors, or another resident, is to be made in writing, signed, and sent directly to the Management and Board of Directors. An owner is required to submit inquiries of the BOD in writing by certified mail. The inquiry should be directed to the BOD, care of the property management company of record. The BOD shall make every effort to respond to the owner within thirty (30) days after receipt of inquiry. The BOD's response shall either give a substantive response to the owner or notify the owner that additional time is required to obtain legal opinion or that the BOD has no authority to respond to the inquiry. If a legal opinion is required, the BOD shall try to obtain a response from legal counsel within sixty (60) days after receipt of the inquiry. The BOD is only obligated to respond to one (1) written inquiry per owner in any given thirty-day period. The BOD is not obligated to respond to any inquiry submitted by anyone other than the owner identified on the deed recorded in the Public Records of Pinellas County, Florida.
- B. Suggestions regarding improvements should be made in writing to the Management and BOD.
- C. Resolution of personal conflicts is not the responsibility of Management or BOD. Personal conflicts between owners and tenants must be handled by Law Enforcement or through civil legal process between the residents themselves.

## **ARTICLE XIII – PENALTY FOR VIOLATION OF RULES AND REGULATIONS**

The Board may levy a fine against a Unit Owner, occupant, lessee, or invitee in the amount of UP TO \$100.00 a day per Florida Statutes (1991). This fine may be levied on the basis of each day a continuing violation occurs with a single notice and opportunity for a hearing, not to exceed in the aggregate of \$1000.00. FL. Statute allows that an accumulated fine of \$1000.00 may become a lien against the Owner's unit.

## **PENALTY ENFORCEMENT PROCESS**



No enforcement action will be taken by the Board of Directors without first giving the person(s) accused of a violation notice that a penalty action is contemplated, and affording that person(s) an opportunity to be heard. The following procedures will apply:

- A. The party against whom the fine, or other enforcement action is sought, shall be afforded an opportunity for a hearing after a reasonable notice of not less than fourteen 14 days. Such notice shall include:
  - 1. A statement of the date, time, and place of the hearing.
  - 2. A statement of the provisions of the Declaration, By-Laws, or Rules and Regulations which the party is alleged to have violated.
  - 3. A statement of the matter which the Board of Directors considers to constitute the alleged violation(s).
- B. The hearing will be held before a Committee of a least three (3) other unit Owners. If the Committee does not agree with the fine, the fine is not levied.

#### **ARTICLE XIV – MAINTENANCE FEE AND ASSESSMENT**

In accordance with our Amended and Restated Articles of Incorporation: “The members agree that any delinquent assessments shall constitute a lien against each members apartment, and may be enforced by legal action, in which event the delinquent member agrees to pay the cost of such proceeding, including a reasonable attorney’s fee.”

- A. Maintenance fees are due and payable on the first (1<sup>st</sup>) day of each month and are delinquent on the tenth (10<sup>th</sup>) day of each month. It is the Owners responsibility to pay without demand, even in the absence of coupons.
  - 1. Liens will be placed according to Florida Statutes.
- B. Special Assessment fees are due and payable on the specified date. It is the Owners responsibility to pay without demand, even in the absence of coupons.
  - 1. Liens will be placed according to Florida Statutes.
- C. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding parcel use will be considered must be mailed, delivered, or electronically transmitted to the members and parcel owners and posted conspicuously on the property not less than 14 days before the meeting.