

# NORTHWICK ARMS CONDO ASSOCIATION COVENANTS AND RESTRICTIONS (Rules & Regs)

## **THE FLORIDA COURTS HAVE SAID:**

"Inherent in the condominium concept is the principal that to promote the health, happiness and peace of mind of the majority of the unit owners, since they are living in such close proximity and using facilities in common, each unit owner must give up a certain degree of freedom of choice which he might otherwise enjoy in the separate, privately owned property" (Florida 4<sup>th</sup> DCA 1975)

### **1. USE OF CONDOMINIUM**

- 1.1 One bedroom units may be occupied by no more than 2 persons;  
Two bedroom units may be occupied by no more than 4 persons
  - 1.1.1 If a non-relative is going to live with you in your unit, that person must complete a Tenant Check form, fill out the necessary forms pay the necessary fees and apply for approval from the Board via a personal interview. If a relative is going to live in your unit while you are away, you must advise the Board writing the name of the relative, the length of stay and where you can be reached in the event of an emergency. They must fill out the necessary forms and receive a copy of these Rules and Regulations.
  - 1.1.2 Guests staying longer than 3 weeks must fill out the necessary forms and receive a copy of these rules and regulations.
- 1.2 Waterbeds and hot tubs are not permitted in the units.
- 1.3 Owners must maintain their units in a clean and sanitary manner.

### **2. RENOVATIONS/MAINTENANCE**

- 2.1 All remodeling with the exception of interior painting must be approved by the Board.
- 2.2 Windows, doors & screens are the responsibility of the unit owner. Work on these items is permitted with written approval of the Board. Interior walls may not be moved or altered without written approval of the Board, plans from a licensed building contractor and proper permits from the city and/or county.
- 2.3 Items to be disposed of during renovations may not be thrown from the upper floors to street level.
- 2.4 When renovations are planned that may encroach upon your neighbors' peace and quiet, please schedule the work during reasonable hours. Contacting your neighbors and informing them of the impending work will let them know nothing is wrong and will allow them to possibly schedule time away from their unit thus reducing the infringement of your renovations on their peace and quiet.

### **3. SALE/LEASE**

- 3.1 Each owner has the right to sell his/her unit or if next on the rental waiting list, to rent it. The Board must approve the proposed purchaser or tenant. Appropriate application forms and information regarding fees are available from the Board or the Management Co.
- 3.2 When a condominium is placed for sale or rent by the owners or heirs, the Board must be notified.
- 3.3 No unit shall be leased for less than 6 months
- 3.4 No more than 4 units may be rented during any time period. Owners wishing to rent their unit must request in writing to be put on the waiting list. The Board will contact you when it is your turn. A period of 15 working days is allowed for the owner to secure a bona fide lease and present to the Board/Management Co. for a background check and interview of the prospective tenant. After that time, the next person on the waiting list will be contacted and it will be their turn to find a tenant for their unit. The cost for the background check and the interview is the responsibility of the owner /tenant/lessee/purchaser.
- 3.5 The tenant or new owner will be bound by these Covenants and Restrictions. It is the owner's responsibility to ensure the tenant/purchaser receives a copy of these restrictions and, in the case of a purchaser, that the new owner receives a copy of the recorded Condo documents and amendments. If the owner does not have the recorded documents, they are available from the management co. for \$25 per set.
- 3.6 Each owner/lessee/tenant/occupant will leave a set of keys with the Board as described in item #8 herein, along with the Emergency Information form.

**4. COMMON AREAS include but are not limited to: stairways, hallways, walkways, lawns, pool and area surrounding, elevators, laundry room, parking area.**

- 4.1 Common areas are for use by all of the residents and their guests. Please use these areas so as not to infringe on the rights, comforts or convenience of others.
- 4.2 Common areas shall not be used to hang garments, clean rugs or other household items.
- 4.3 Common areas shall not be used for storage or placement of furniture or other articles including but not limited to rugs, plants, boxes shopping carts. **Fire codes dictate these areas must be kept clear in the event of fire or emergency.**
- 4.4 Public halls, sidewalks, stairways, parking areas and all other areas of the property shall not be obstructed or used for any other purpose than for ingress and egress from the units. The lobby, stairways, and other public areas shall not be used for storage or placement of furniture or other articles, including, but not limited to plants, boxes, shopping carts.(by order of the Fire Marshal)

**5. PARKING and VEHICLES**

- 5.1 All vehicles shall be parked only in the parking space so designated for your unit.
- 5.2 Only one vehicle per unit may park on the premises with the following exception (5.3)
- 5.3 Due to our limited parking space, residents with additional vehicle(s) must park them off the property unless arrangements are made with another resident willing to loan/rent their allotted space, in which case written notice must be given to the Board to keep on file.
- 5.4 Visitor spaces are available for visitors only and for service personnel performing service in the building. Non-compliance will result in the offending vehicle(s) being towed at the owner's expense.
- 5.5 Parking of commercial vehicles, trailers, campers, boats etc. is prohibited. The only exception to this rule is the parking of commercial vehicles while the operator is performing services in the building.
- 5.6 Residents wishing to exchange their assigned parking spot with another owner may do so by submitting written notification signed by both parties to the Board. Those individuals will be responsible for the cost of changing the unit numbers on the curbstones.
- 5.7 Please park carefully so as not to cause damage to the fence or to impede or prevent access to another resident's parking space.
- 5.8 Backing into parking spaces is not permitted due to the risk of damage to the fencing.
- 5.9 Any damage to the fence by improper parking will be the responsibility of the resident causing the damage.
- 5.10 No automobiles or vehicles may be washed anywhere on the premises.
- 5.11 The owners shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees, or employees, shall be occupants, approaching or upon any of the driveways or parking areas serving the building, except as may be necessary for the safe operation thereof.

**6. GARBAGE**

- 6.1 The dumpster is located at the rear of the building. Please ensure the garbage gets into the dumpster
- 6.2 All garbage should be wrapped and tied to minimize odors and prevent debris blowing around when the dumpster is emptied
- 6.3 Please break down boxes before putting into the dumpster
- 6.4 The sliding doors on the dumpster should be closed to prevent odors and to discourage rodents and other vermin.
- 6.5 Large bulky items may be placed next to the dumpster in such a way that they do not block access for the garbage truck to pick up the dumpster. .....please call the city "Special Services" 893-7398 and request pick up.
- 6.6 No building materials of any kind are to be put into the dumpster. This includes sinks, cabinets, storm doors, toilets, carpets, lumber, etc.

**7. ROOF ACCESS**

- 7.1 Roof access: Please allow 24 hrs. notice for a Board member to provide access for any repair person needing to service your air-conditioning unit on the roof.
- 7.2 Only properly licensed and insured service personnel will be permitted on the roof. It is the owner's responsibility to obtain proper copies of licenses and insurance before work is performed on air-conditioning units.

## **8. UNIT ACCESS/EMERGENCY**

- 8.1 In the absence of the occupant, emergency access to all units will be permitted to not less than two members of the Board. The only purpose of the emergency access will be to check for conditions that may immediately affect other units such as water leaks, suspicion of fire or the welfare of the unit occupant.
- 8.2 Each occupant will leave a key with the Board. If the unit owner prefers to leave a key with another owner/resident, please make sure the Board is notified. It is the unit owner's responsibility to insure the key is made available should this designated person be on vacation or otherwise unavailable in an emergency.
- 8.3 Should the owner/occupant change the locks, it is their responsibility to notify the Board and supply a new key.

## **9. LAUNDRY**

- 9.1 Laundry is to be done only in the area provided. Our condo docs prohibit any laundry machinery being installed in any unit.
- 9.2 Please promptly check your laundry so as not to inconvenience other residents who may be waiting to use the machines.
- 9.3 Please do not dispose of any items in the laundry room waste bin, other than laundry associated items: lint, soap boxes, empty detergent bottles, etc.
- 9.4 Please do not dispose of any liquids in the laundry sink other than normal laundry liquids.
- 9.5 No color or dying products of any kind may be used in the washing machines.
- 9.6 Please drop a note in the suggestion box or inform a Board member if you discover a machine is not functioning properly. Please note the number of the machine affected and the problem you are having along with your name and phone number so we know who to ask for clarification if necessary. We can't fix it if we don't know exactly what it is/is not doing.
- 9.7 Please insure the door to the laundry room is closed/locked whenever you leave. It does lock automatically so you will need your key each time you enter.

## **10. PETS**

- 10.1 Only two pets under 20 lbs. each, are permitted in each unit: domestic pets only: dog, cat, small bird, etc. No exotics are permitted including but not limited to monkeys, parrots, snakes, pigs. This includes pets that are boarding or are visiting you temporarily.
- 10.2 These pets are permitted as long as they are quiet and do not infringe upon other residents in any way.
- 10.3 On the grounds surrounding the condominium building, the owner is responsible for the clean up of any solid waste.....(City Code 4-52)
- 10.4 All pets must be leashed when outside their unit.... (City code 4-51C)
- 10.5 No animals of any kind are permitted inside the fenced pool area, with the exception of service dogs..... (by order of the Pinellas County Health Dept.)
- 10.6 If these rules are not followed, the owner will be required to adopt the pet(s) to another location.

## **11. NOTICES**

- 11.1 Notices may be posted on the bulletin board in the lobby area. Any resident may submit a notice by placing in the suggestion box for the Board to post. Notices should be not larger than a 3x5 index card and should be dated.
- 11.2 No signs, advertisements or notices of any kind visible from outside of a unit, are permitted other than described in 11.1 above.

## **12. POOL AREA**

- 12.1 At the pool children must be carefully watched, abide by all rules and regulations as posted and by all By-Laws concerning the pool area. Owner occupants, owner lessees and all guests use the pool at their own risk. Children under sixteen (16) years may not enter the pool area without their occupant/guardian.
- 12.2 Furniture other than that provided by the Association shall not be used in the pool area nor shall such furniture provided by Northwick Arms be removed from the fenced pool area.
- 12.3 Users of the pool area are responsible for the removal of all articles brought thereto by them, including, but not limited to: towels, books, magazines, etc. at the time they leave said area.
- 12.4 Swimming shall be permitted only between DAWN AND DUSK as prescribed by Pinellas County/Health Dept. since we do not have proper lighting for swimming after dark.
- 12.5 No running, pushing or scuffling around the pool.

- 12.6 There shall be no splashing of water other than that accompanying normal swimming.
- 12.7 There shall be no yelling in the pool or pool area.
- 12.8 No life rafts, toys or other such objects shall be permitted in the pool.
- 12.9 Showers shall be taken before entering the pool (by order of the Pinellas County Health Dept.)
- 12.10 Any person having any skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease shall be excluded from the pool.
- 12.11 All bobby pins, hairpins and other such materials shall be removed before entering the pool.
- 12.12 No occupants of the units under the age of sixteen shall be permitted to entertain guests in the pool or poolside area unless their guests are under the poolside supervision of a parent or occupant-guardian of the minor occupant.
- 12.13 Glass containers of any kind are prohibited in the pool area.
- 12.14 The pool is for the exclusive use of all occupants and their guests and the occupants are responsible for the conduct of their guests.
- 12.15 All persons shall comply with the requests of the manager respecting matters of personal conduct in and about the pool and recreation areas.

### **13. GENERAL**

- 13.1 No owner or occupant shall make or permit any disturbing noises to be made in the building or on the premises by himself, his family, friends, tenants, servants or other invitees; nor do or permit any thing to be done by such persons that would interfere with the rights, comforts or conveniences of other owners or occupants.  
No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder or the like, in the demised premises between the hours of 11:00 pm and the following 8:00 am if the same shall disturb or annoy other owners or occupants of the building.
- 13.2 Florida law prohibits smoking anywhere on the premises of the building, elevator, storage areas, laundry rooms, etc. (Clean Air Act 386.203.6)
- 13.3 (no clause)
- 13.4 The bicycle rack at the rear of the pool house is the only place bicycles, scooters and the like may stored. They will be removed if left in any other part of the common area.
- 13.5 Please make sure the back gate and the door to the laundry room are closed/locked at all times.
- 13.6 Owners and occupants shall not be allowed to put their names in any entry, passageway, vestibule, hall or stairway of the building, except in the proper place or in the mailbox provided for use of the units occupied by them respectively.
- 13.7 No rugs shall be beaten on patios or outdoor living areas, stairways or in the halls or corridors, nor dust, rubbish or litter be swept from the demised premises or any room thereof into any of the halls or entryways of the building.
- 13.8 Children shall not be permitted to loiter or play on the stairway, in the halls, lobbies, elevators, parking ramps or any other common areas.
- 13.9 Guest children must be under the supervision of an occupant/guardian at all times. They are not permitted to use the stairways as a playground or disturb any other residents in any way; they must be kept out of the parking area.
- 13.10 The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, ashes or other substances shall be thrown therein. Any damage to the property of others, including common elements, resulting from misuse of such facilities of any nature or character whatever, shall be paid for by the owner of the unit.
- 13.11 Damage to the complex caused by the moving and/or carrying of articles therein, shall be paid by the owner or person in charge of such articles.
- 13.12 The water shall not be left running any unreasonable or unnecessary length of time in the demised premises.
- 13.13 No occupant shall interfere in any manner with any portion either of the heating or lighting apparatus in or about the building.
- 13.14 No shades, awnings or window guards shall be used except as shall be put up or approved by the Association of Owners and no signs of any kind shall be placed in windows or on doors or other exterior surfaces or common elements without prior written approval of the Association.
- 13.15 No radio or aerial, satellite dish, wiring or connection shall be installed by the occupants outside of their respective units.
- 13.16 Unless the Association of Owners gives advance written consent in each and every instance,

occupants shall not install or operate in the premises any machinery, refrigerating or heating device, washing machine, washer-dryer or air-conditioning apparatus or use any illumination other than electric light or use or permit to be brought into the building or onto the premises any flammable oils, fluids or other explosives or articles deemed hazardous to life, limb or property.

- 13.17 Nothing shall be thrown or emptied by the owners or their tenants or servants out of the windows or doors, down the stairways or in the common areas, nor shall anything be hung from outside of the windows or placed on the outside window sills.
- 13.18 Maintenance fees due and payable to Northwick Arms on the first of each month. A 10% late fee will be charged if not received by the 10<sup>th</sup> of the month. You may arrange for automatic withdrawal through your bank if you wish,
- 13.19 All units shall be and shall remain carpeted except for the bathroom and kitchen area. If you have purchased a unit that does not comply, it is the unit owner's responsibility to take the necessary action to rectify this issue. (OR Book 4881 Page 611&612 of recorded documents)
- 13.20 Complaints and suggestions from residents must be made in writing, dated and signed and placed in the suggestion box in the lobby area, or in an emergency, given to a Board member. The communication will be discussed by the Board members and an answer will be forthcoming with a reasonable length of time.

**The Association of Owners reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof. (Florida statute #718.112).**

**Enforcement:** ( OR 4881 Page 624) Association & Manager are hereby empowered to enforce the Declaration and By-Laws and Rules and Regulations of the Association by entry into any apartment at any reasonable time to make inspection, correction or compliance.

**Also Florida Statute #717.303 provides the Board with the legal mechanism to enforce the rules and regulations that have been established. All owners will receive a copy of any revisions.**

As responsible occupants, we should all have  
the non-emergency number for the police on hand  
893-7780

*NOTE: This list is summary in nature. Please refer to the recorded documents for complete information on Northwick Arms. If you did not obtain the documents when you purchased your unit, they may be obtained from the Management Co. at a cost of \$25. Please contact a Board Member for name and number of the Management Co.*

NORTHWICK ARMS CONDO ASSOCIATION  
COVENANTS AND RESTRICTIONS

- 1) Public halls, sidewalks, stairways, parking areas and all other areas of the first two floors for the use in getting to and from parking stall, shall not be obstructed or used for any other purpose than for ingress and egress from the units.
- 2) The lobby, stairways, and other public areas shall not be used for storage or placements of furniture or other articles, including, but not limited to plants, boxes, shopping carts, etc.
- 3) No owner or occupant shall make or permit any disturbing noises to be made in the building or on the premises, by himself, his family, friends, tenants, servants or other invitees; nor do or permit any thing to be done by such persons that would interfere with the rights, comforts or conveniences of other owners or occupants.  
No owner or occupant shall play or allow to be played any musical instrument, radio, TV, hi-fi, tape recorder or the like, in the demised premises between the hours of 11:00 pm and the following 8:00 am if the same shall disturb or annoy other owners or occupants of the building
- 4) Owners and occupants shall not be allowed to put their names in any entry, passageway, vestibule, hall or stairway of the building, except in the proper place or in the mailbox provided for use of the units occupied by them respectively.
- 5) No rugs shall be beaten on patios or outdoor living areas, stairways or in the halls or corridors, nor dust, rubbish or litter be swept from the demised premises or any room thereof into any of the halls or entryways of the building.
- 6) Children shall not be permitted to loiter or play on the stairway, in the halls, lobbies, elevators, parking ramps or any other common areas.  
\*A. Guest children must be under the supervision of an occupant/guardian at all times. They are not permitted to use the stairways as a playground or disturb any other residents in any way; they must be kept out of the parking area. At the pool children must be carefully watched, abide by all rules and regulations as posted and by all By-Laws concerning the pool area. Owner occupants, owner lessees and all guests use the pool at their own risk. Children under sixteen (16) years may not enter the pool area without their occupant/guardian.
- 7) The water closets and other water apparatus shall not be used for any purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers, ashes or other substances shall be thrown therein. Any damage to the property of others, including common elements, resulting from misuse of such facilities of any nature or character whatever, shall be paid for by the owner of the unit.
- 8) All damage to the project caused by the moving and/or carrying of articles therein, shall be paid by the owner or person in charge of such articles.

- 9) Nothing shall be thrown or emptied by the owners or their tenants or servants out of the windows or doors, down the stairways or in the common areas, nor shall anything be hung from outside of the windows or placed on the outside window sills.
- 10) \*No more than 2 pets per unit and then only domestic animals under 20 lbs. such as dogs, cats, birds are permitted, provided that the same shall not disturb or annoy other occupants of the building. Any inconvenience, damage or unpleasantness caused by the same shall be the responsibility of the respective owners thereof. Pets must be leashed when outside the unit. Please curb your dog and dispose of excrements in a sanitary manner. No exotic pets including snakes, pigs, monkeys, etc.
- 11) The water shall not be left running any unreasonable or unnecessary length of time in the demised premises.
- 12) No occupant shall interfere in any manner with any portion either of the heating or lighting apparatus in or about the building.
- 13) Laundry work shall be done only in the areas provided for such purposes.
- 14) No shades, awnings or window guards shall be used except as shall be put up or approved by the Association of Owners and no signs of any kind shall be placed in windows or on doors or other exterior surfaces or common elements without prior written approval of the Association.
- 15) No radio or aerial or connection shall be installed by the occupants outside of their respective units.
- 16) Unless the Association of Owners gives advance written consent in each and every instance, occupants shall not install or operate in the premises any machinery, refrigerating or heating device, washing machine, washer-dryer or air-conditioning apparatus or use any illumination other than electric light or use or permit to be brought into the building or onto the premises any inflammable oils or fluids or other explosives or articles deemed hazardous to life, limb or property.
- 17) Recreation and pool area:
  - A. Furniture other than that provided by the Association shall not be used in the recreation and pool area nor shall such furniture be removed from the said area.
  - B. Users of the recreation and pool area are responsible for the removal of all articles brought thereto by them, including, but not limited to: towels, books and magazines, at the time they leave said area.
  - C. Swimming shall be permitted only between 9 am and 9 pm as prescribed by the manager.
  - D. No running, pushing or scuffling shall be permitted around the pool.

- E. There shall be no splashing of water other than that accompanying normal swimming.
- F. There shall be no yelling in the pool or pool area.
- G. No life rafts, toys or other such objects shall be permitted in the pool.
- H. Showers shall be taken before entering the pool.
- I. Any person having any skin disease, sore or inflamed eyes, nasal or ear discharges or any communicable disease shall be excluded from the pool.
- J. All bobby pins, hairpins and other such materials shall be removed before entering the pool
- K. No occupants of the units under the age of sixteen shall be permitted to entertain guests in the pool or poolside area unless their guests are under the poolside supervision of a parent or occupant-guardian of the minor occupant.
- L. Glass containers of any kind shall be prohibited in the pool area.
- M. The pool is for the exclusive use of all occupants and their guests and the occupants are responsible for the conduct of their guests.
- N. All persons shall comply with the requests of the manager respecting matters of personal conduct in and about the pool and recreation areas.

18. No vehicles belonging to an owner or to a member of his family, guest, subtenant, or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another owner's parking space. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey the parking regulations posted at the parking areas and ramps and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners.

\*B. No automobiles may be washed in the parking lot of the Condominium.

19. The owners shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees, or employees, shall be occupants, approaching or upon any of the driveways or parking areas serving the building, except as may be necessary for the safe operation thereof.

20. An owner shall not use nor shall he permit his family, guests, tenants or invitees to use the parking spaces of other owners. Management reserves the right to remove such vehicles at the expense of the respective owners thereof.

21. \*One bedroom apartments may be regularly occupied by no more than two persons. Two bedroom apartments may be regularly occupied by no more than four persons. "Regular occupancy" means occupancy for a period of time in excess of 30 days on any one occasion or 90 days in any one calendar year.

22. \*The apartment may not be leased or rented without the prior approval of the Board of Directors of the Association. An apartment cannot be leased or rented for a term of less than six (6) months. The lease of an apartment shall not discharge the owner thereof from compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person or corporation occupying an apartment unit as a tenant to the same extent as against an Apartment Owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws and designating the Association as the Apartment Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether oral or written and whether specifically expressed in such an agreement or not.
23. The Association of Owners reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all the occupants thereof.

\*Amended January 28, 1987 Recorded O.R. Book 6415 Page 441

## **SHOULD WE ADD (FROM NEW MANAGEMENT'S LIST) ?**

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**No smoking or lighted smoking materials** are permitted in the elevator

Please do not climb in the dumpster or rummage through it. This is a safety issue

**Bike** rack in pool area is the ONLY area bikes and scooters are permitted to be parked. Bikes placed anywhere else will be removed.

**Parking:** Each unit has one designated parking space.(4.2(a) Exhibit II Declaration of Condominium OR Book 4881 Page 609)

All other spots are designated "Visitor" and are to be used as such.( 2<sup>nd</sup> and 3<sup>rd</sup> vehicles for any units are to be parked off-site unless arrangements have been made with another unit owner who is willing to loan/rent their specific space, which case written notice must given to the Board to keep on file. Non-compliance will result the in the offending vehicle(s) being towed at the owner's expense.

**Carpeting:** All units must be carpeted throughout with the exception of the kitchens and baths, as per Condo Docs (OR Book 4881 Page 611&612). No exceptions!

(this could be amended to read ".....and a 2'x3' section of entryway inside the unit" or something similar.)

**Enforcement:** (13.1 OR 4881 Page 624) Association & Manager are hereby empowered to enforce the Declaration and By-Laws and Rules and Regulations of the Association by entry into any apartment at any reasonable time to make inspection, correction or compliance.)

**(Carpeting exception** – front entry - would require an amendment to the Docs to be voted on, drafted by attorney and recorded.

And perhaps also the parking issue re Visitor spots being Visitor spots but maybe this is something to just add to the Rules and Regulations.

The other items fall under Item #23 of the Rules and Regulations – Assoc. may make rules as needed.....etc.)