

**EASTWOOD SHORES CONDOMINIUM NO. 6 ASSOCIATION, INC.**

**RULES AND REGULATIONS**

1. The grounds, the walkways and the entranceways to the condominium units shall not be obstructed permanently or used for any purpose other than ingress and egress from the condominium units.
2. The exterior of the condominium units including the balconies, terraces, storage areas, garden areas, any changes in the garage and all other areas appurtenant to the condominium unit shall not be painted, decorated or modified in any manner including the planting of trees, shrubs, ornaments, umbrellas or new windows, by any resident without prior consent of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Association. An Alteration application must be submitted to the board for approval.
3. No object shall permanently be hung or placed upon the exterior of the condominium units. No sign, notice or advertisement shall be displayed on any window or other part of the condominium property except those that have been approved, in writing by the Association, nor shall anything be projected out of any window in the condominium units without similar approval. No radio or television aerial or antenna shall be attached to or hung from the exterior of the condominium units or the roofs thereon.
4. No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the common areas or driveways.
5. No resident shall make or permit any noises that will disturb or annoy other residents or permit anything to be done which will interfere with the rights, comfort or convenience of others. All residents must follow the Pinellas County noise ordinance.
6. Each resident shall keep their condominium unit clean and in a good state of repair. No resident shall discharge or throw any dirt or other substance from windows or doors.
7. No shades, awnings, windows, window guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the building

except as shall have been approved by the Association which approval may be withheld on purely aesthetic grounds within the sole discretion of the Association. The Association, acting through its initial board of directors, shall designate the color type and specifications for all drapery liners which are exposed in any way to view from areas outside of any condominium unit. All the units shall be uniform in appearance.

8. Each resident who plans to be absent during the hurricane season must prepare prior to his departure by:
  - a. This is mandatory for all homeowners that are absent for more than one (1) month.
  - b. Hurricane shutters must be the white corrugated type and installed prior to leaving or designate someone to put them on for you. If the owner fails to put up shutters, the association will purchase and have them installed at the owner's expense.
  - c. Removing all furniture and other objects from the balcony or terrace.
  - d. Designating a responsible firm or individual satisfactory to the Association, to care for the condominium unit should the unit suffer hurricane damage. Such firm or individual shall contact the Association for permission to install or remove hurricane shutters.
9. Garbage and trash must be contained in securely covered containers. These containers must not exceed 64 gallons and must be stored in your GARAGE and set out on the morning of pickup days. These containers must be returned to your garage on the evening of that same day. No unit's garbage or trash shall become a nuisance to any other unit (i.e. no stench or unsecured debris that may be spread by wind).
  - a. Garbage cans may not be placed outside any earlier than 5pm the night before the pickup day and no later than midnight of pickup day
10. Storage closets and utility alcoves in the buildings shall not be used for any purposes other than those for which they were constructed. Nor shall any sweepings, rubbish, rags, paper, ashes or any other article be thrown into the same. Any damage resulting from misuse shall be paid for by the owners in whose condominium unit it shall have been caused.
11. Moving: Residents are allowed to temporarily store a moving van, truck, or POD in their driveway during a move. Prior board approval is required before storing a moving truck or POD, and it must not remain in the driveway for more than 72 hours.

12. No resident shall request any contractor or any employee of the Association to perform any business not specifically directed by the Association. No resident is permitted to initiate work on their condominium unit or any common area without prior written authorization from the board. Any resident who proceeds with work without this written approval will be responsible for all associated costs.
13. The Association may from time to time prescribe rules and regulations with respect to the maintenance of domestic household pets within the condominium and with respect to the maintenance of household pets upon the common elements. By way of example, but not by way of limitation, the Association shall have the right prescribe detailed rules and regulations with regard to the size and breed of pets which may be maintained within the condominium units and with regard to the EXCLUSION of pets from the common elements, or the manner in which pets may be brought upon the common elements. Each resident who shall own or maintain a pet within the condominium property shall indemnify the Association and hold it harmless against any loss or liability or claim of any kind or character whatsoever arising out of or connected with the keeping of any animal or pet upon the condominium property, against animal attacks or bites, or any other incidents in connection therewith of like character. Homeowners shall be responsible for any damage done by a pet to the exterior buildings and billed for its repair. No unit is allowed more than 2 dogs or cats, or 1 dog and 1 cat and no one shall be permitted to keep a pet upon the condominium property which shall become obnoxious or dangerous or which shall create a nuisance to any other resident. Residents shall use "Pooper Scooper", or some means to pick up their pet's defecation within all of Eastwood Shores.
14. Should some emergency arise, the resident or the owner cannot be located, the Association or any contractor authorized by the Association may enter any condominium unit, balcony or terrace at any reasonable hour of the day for any purpose-permitted under the terms of the Declaration of Condominium or the By-laws of the Association.
15. The Association allows residents to have their own garage sale any time of the year but must get written permission from the Board prior to garage sale.
16. Residential Vehicles & Parking: As of the new laws put in place by the State of Florida in July 2024 and a lawsuit that saw the Plaintiff win their case against their HOA, Commercial Vehicles are permitted to park in an owner's or tenant's DRIVEWAY ONLY. The vehicle must fit in the driveway or garage. The board must be notified that a commercial vehicle is going to the owner or tenant mode of transportation during the interview process or when the owner or tenant plans on having a business/commercial vehicle after the fact, by reaching out to the Property Management company for an application to update vehicle information.

All other rules for residential parking remain the same.

All resident vehicles must be registered with the Association. Only 2 vehicles per unit, one must be in the garage or the extra space between the garages. No vehicle shall be parked in such a manner as to impede or prevent ready access to another unit, otherwise the car is subject to be towed at owner's expense. The wheel stopped center position of your building must be shared only with other residents in your building. Residents with 2 vehicles are expected to park the 2<sup>nd</sup> vehicle outside their garage, but may, from time to time, use limited Resident

Parking. Residents may not use vacant unit spaces without written permission from that unit's absent owner and written approval by the Board of Directors. All persons shall obey the parking and traffic regulations posted for the safety, comfort and convenience of all. No one shall keep boats, jet skis, trailers, commercial vehicles, campers, or large vehicles on condominium property. No vehicle that is unsightly or cannot operate on its own power shall be allowed to remain on the condominium property for more than 24 hours. No vehicle repairs shall be permitted within the condominium property.

- a. Allowed vehicles include cars, SUV, Jeeps, motorcycles and light weight pick-up trucks.
- b. Residents and their guests shall not generate excessive noise from vehicles or any other sources so as to cause a disturbance to their neighbors.
17. No resident shall engage in any activity that constitutes a fire hazard to condominium property. Inflammable fluids or explosive materials shall not be kept on the condominium property. Charcoal, gas grills or similar items must be operated on the ground and no closer than 10 feet to buildings.
18. No resident shall be allowed to put his/their name on any entry of the condominium units.
19. Any damage to buildings, recreational facilities or other common areas or equipment caused by any resident or guests shall be repaired at the expense of the owner.
20. Complaints regarding management of the condominium units and grounds or regarding actions of other owners shall be made in writing to the Association.
21. The swimming pool and swimming pool area are solely for the use of the condominium resident and their invited guests. Those who swim in the pool and utilize the other recreation facilities shall do so at their own risk. The Association shall not be liable for any personal injury, loss of life or property damage in any

way caused or arising from the use of the recreation facilities.

- a. The use of the swimming pool, pool area and recreational facilities, permitted hours, guest rules, safety and sanitary provisions and all other pertinent matters shall be in accordance with the regulations adopted from time to time by the Association and posted in the swimming pool area.
22. The Association has an application and approval process for residency or ownership. This process is mandatory and has a \$150 fee associated with it. Failure of a seller or owner to follow the application/approval process will cause delays in title transfer (the Title Companies need clearance from our management company to proceed) or penalties. The application must be received, and the applicant(s) interviewed by Association board members at least fifteen (15) days in advance of any sale or lease. As a minimum, a PURCHASER or purchaser family member(s) must occupy the unit for the first year of ownership.

Rental agreements: A residence can be rented for no less than 180 days. There are no short term or Vacation Rentals, i.e. Vrbo Air BnB, etc.

The unit must be owned by the owner for 365 days from purchase.

The owner/seller or landlord must, as a minimum supply the applicant(s) with a copy of these RULES & REGULATIONS (R&R's). The applicant(s) in signing the application agree(s) to abide by the R&R's and acknowledges that any violations of the R&R's can result in the revocation of approval and become grounds for eviction. All units are 2-bedroom units. No more than 4 persons (or 2 adults & 3 children under the age of 18) may occupy these units. Only those people whose names appear on the Association's application for occupancy (other than guests of 30 days or less) shall occupy the unit.

- a. Family members and/or relatives that will be staying at your unit for more than 14 days must submit a complete application, an application fee is required.

BACKGROUND CHECKS: MUST BE DONE WITHIN 15 DAYS OF SALE OR RENTAL-NO OWNER OR TENANT SHALL MOVE IN UNTIL A BACKGROUND CHECK AND INTERVIEW IS DONE.

A TENANT WILL RECEIVE NOTICE AT 30 DAYS THAT THEY WILL HAVE 15 MORE DAYS TO DO A BACKGROUND CHECK OR THE HOA WILL BEGIN THE EVICTION PROCESS. (THIS IS AFTER THE OWNER AND TENANT HAVE RECEIVED WRITTEN NOTIFICATION.)

FEE: \$150.00 – This would include a married couple with children under 18  
A child 18 and over would be an additional \$150.00  
INDIVIDUAL ROOMATES ARE ALSO \$150.00 EACH.

23. Any consent or approval given under these rules and regulations by the Association shall be revocable at any time.
24. These rules and regulations may be modified, added to or repealed at any time by the Association.

\*\*" Association" means the Board of Directors, with the provision (under the right of recall) that 6 owners could call for a special meeting of all owners to discuss and vote on RULES & REGULATIONS changes. The majority of a quorum would then establish acceptable changes.