



Ameri-Tech Companies, Inc.
24701 U.S. Hwy. 19 North
Suite 102, Clearwater, FL 33763
727-726-8000 Fax: 727-723-1101

Dear New Homeowner:

Welcome to our neighborhood. Over the coming months we look forward to meeting you. We'd like to extend an invitation to you to attend our community events, meetings and social gatherings.

It would be helpful if you would be willing to provide your contact information. Sometimes we cannot reach our new residents to inform them of a special announcement, like water shut offs, etc., especially if they are leasing from an out of town owner or corporation. Please provide our Management Company or a board member your name, address, phone and email address and we will include you on all our mailing and email lists.

All COA members-owners and renters-must comply with the COA rules and regulations included in your packet. They are reasonable rules to protect property values, preserve the nature of our community and make life more enjoyable for everyone. The Condominium association has the legal authority to enforce all rules. We do this consistently.

Renters are entitled to all the privileges of a COA community, except voting. Therefore, if you would like to volunteer for a committee, we look forward to having you participate.

Please take a few minutes to look over the information in this packet. The websites provide answers to most of the questions homeowners/residents have asked.

Sincerely,

Cloverplace Condominium Association Board

Sign, Date and Return the following two documents to:

cloverplaceboard@outlook.com or sjarboe@ameritechmail.com

Page 2 Association Sign Off sheet for Address and Rules and Regulations.

Page 3 Rules Summarized

Revised 5/28/2021



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Date: _____

Re: Association Sign Off sheet for Address and Rules and Regulations

Acknowledgement

It is the obligation of the Board of Directors to ensure that each Homeowner and Renter in our Community is adhering to the Declaration of Condominium and Rules & Regulations set forth in Cloverplace Documents. Our Community is striving to continue to be a beautiful place in which to reside harmoniously with our neighbors. We are all bound to conform to the Governing Documents.

To maintain our neighborhood in an attractive manner, this letter is to introduce you to our rules and regulations and to advise you that you could be subject to fines if you do not comply.

Thanks for taking the time to review Cloverplace Condominium Association documents. When finished please sign and return a copy with your signature so we can continue to process your application. Failure to sign will forfeit your ability to reside at Cloverplace and your application will not be approved.

This document is for us to confirm that you understand the following:

- Governing Documents – Declaration, By-Laws and Articles of Incorporation
- Rules & Regulations
- Architectural Change Process
- Basic Information
 - Management Company Contact
 - Association Fees
 - Pool Key
 - Parking
 - Emergencies
 - Facebook- Cloverplace Condo
 - <https://www.facebook.com/profile.php?id=100012164288932>
 - Websites
 - www.cloverplacecondos.org

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- Architectural Committee:** All modifications to the exterior of your property, including painting, must be submitted to the Architectural Committee, (forms available at www.cloverplacecondo.org) under Documents.
- * Please note when replacing your roof, it is considered common area and requires that both sides of the unit be replaced at the same time.
 - * Please note that when repainting your home both units must be done at the same time to avoid color variations.
- Lawn care and Landscaping** The owner is responsibility for maintaining their yard. This includes mowing the lawn, trimming your trees, bushes, plants and pressuring washing your driveway and sidewalks.
- Trash Collection:** Garbage pickup is on Tuesdays and Fridays. You will need to arrange for bulky items to be picked up. Please don't put these items out by curb until the night before scheduled pick up.
- Pool Information:** The pool is an amenity offered only to Cloverplace residents and guests. One-bathroom key and gate card are issued to each unit owner. There will be a fee to replace. It is the owner's responsibility to get it back from tenants and pass it on to new owners.
- Pets:** You must submit a form and picture of your pets to get approval by the board. Maximum of 2 pets per household. Aggressive breeds including, but not limited to wolfs hybrids, rottweilers, and pit bulls will not be allowed. Owners will be fined until pets are removed if not approved.
- Parking:** Street parking is only allowed in designated areas indicated by street markings and signs. Parking on the lawn is prohibited. No boats, trailers, campers, motor homes, golf carts, motorcycles or vehicles larger than a passenger automobile, pickup truck or standard size van will be permitted. Commercial trucks and vehicles are prohibited. Your vehicle will be towed if it's in violation.

Full information on any of the above can be found below under Cloverplace Rules and Regulations provided in this packet*****

 Signature Date

 Signature Date

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Cloverplace Condominiums Contact Information

Board of Directors:

President: Joann Sloan- sloancoach@gmail.com

Vice President: Kelly Hendrickson- kelly0320@verizon.net

Secretary: Carol Gore- carolg31@verizon.net

Treasurer- Vicky Hong- vmhong474976@gmail.com

Director: Maureen Glynn- bowaggee@aol.com

All members of the board can be reached at cloverplaceboard@outlook.com

Cloverplace Condominiums Website: www.cloverplacecondos.org

Management Company:

Ameri-Tech Companies, Inc.

Cloverplace Property Manager: Steve Jarboe

Email address: sjarboe@ameritechmail.com

Phone number: 727-726-8000 ext. 353 Fax: 727-723-1101

Address: 24701 U.S. Hwy 19 North, Suite 102, Clearwater, FL 33763

Website: www.ameritechcompanies.com

Email all questions, comments, documents, suggestions and complaints directly to Jim at the above email addresses. We will forward it to the appropriate department.

Make all checks payable to Cloverplace Condominium Association.

ASSOCIATION FEES DUE THE FIRST OF THE MONTH

For 2021, the Association Fees are \$285.00 per month. There are several ways to make this payment, including:

1. Send payment to bank with coupon attached:

BB&T

PO Box 628207

Orlando, FL 32862-8207

2. Setup ACH withdraw by using forms included with your coupon book, or from Association Management Company.
3. Use your bank's BillPay system - which you will need to use Cloverplace Condominium as the Payee, the address above as the mailing address, and Bill Pay number from your coupon book as the account number to setup.

Do NOT send your check to BB&T without including your Bill Pay number from your coupon book on the check - this may result in the check being returned, sent to the Management Company or being miss-applied.

Does your bank require a copy of the master insurance policy? Call the Association's insurance agent. Their number can be found at <http://aegisinsurance-group/>.

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Watering Restrictions:

Addresses ending in:	Authorized Watering days:
Even numbered homes: 0, 2, 4, 6, 8	Thursday and/or Sunday
Odd numbered homes: 1, 3, 5, 7, 9	Wednesday and/or Saturday
Common Areas or locations with no address	Tuesday and/or Friday
Watering Times:	Mornings: 12:01 a.m. to 10:00 a.m. Evenings 4:00 p.m. to 11:59 p.m.

- New lawns and plants have a 60-day total establishment period
- From day 1 to day 30, new plant material may be watered any day of the week
- From day 31 to day 60, new plant material may be watered 3 days per week
- Established lawns and landscaping may be watered 2 days a week, once a day.

Water Usage is one of our communities' largest bills. In order to prevent future increases in our monthly dues, we all need to do our part to bring the cost down.

Some ways to conserve water:

- Turn off faucet while brushing your teeth.
- Only use dishwasher and washing machine when it is a full load
- Fix leaks
- Install a dual flush or low flow toilet or put a conversion kit on your existing toilet.
- Don't overwater your lawn or water during peak periods and install rain sensors on irrigation systems.

***The Year-Round Conservation Measures and Seasonal Reclaimed Water Restrictions allow the first violation of these restrictions to be issued as a "warning" Notice of Violation. The second and all subsequent violations under these restrictions will result in the issuance of a Notice of Violation followed by a citation with a \$193 fine. Contested citations may result in the \$193 fine plus additional court costs. For more information after receiving a citation, please contact Customer Service at 464-4000.

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Pool Key Information

All unit owners should have a pool card and bathroom key. They should have received keys at closing from previous owner. It is the owner's responsibility to provide the keys to their tenants. If you need to replace your keys it will be a \$20 charge for the card and a \$10 fee for the bathroom key. If a unit owner is more than 90 days past due on association fees or fines, access to the pool will be revoked until all past due fees are paid.

Process for obtaining pool card/key:

1. Owner is to complete Pool Key Application
2. Owner must read and sign Pool Access Agreement.
3. Tenant must initial Pool Access Agreement.
4. Attach 1st and last page of lease to agreement
5. Owner and tenant should keep pool rules and review them.
6. Make sure all Homeowner fees and liens are paid. (If owner owes money to Cloverplace you will not be able to obtain key, until paid in full.)
7. Email all paperwork to Cloverplaceboard@outlook.com or bring it with you when you pick up keys.
8. Times will be scheduled to drop off paperwork and pick up key at the pool.
8. Owners will need to give permission for tenants to pick up keys. Keys will only be distributed in person with picture ID.
9. If tenants/owners were never approved for move in, then they will need to complete the application process. There is a \$100.00 fee for adults (age 18 and above) for background check. Couples who are married or have adult children will only need to pay \$100.00. If adults are not related, then each will have to pay the \$100.00 fee.
10. All documents can be found at www.cloverplacecondos.org. You can also request them to be emailed to you at cloverplaceboard@outlook.com.

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CLOVERPLACE POOL RULES

Pool hours: Dawn to Dusk (7:00 am to 10:00 pm)

- **Bathing Load: 24 persons**
 - **Shower Before entering pool**
 - **No food or beverages in pool or in pool wet deck.**
 - **No glass or animals in the fenced pool area.**
 - **Do not swallow pool water.**
 - **PERSONS UNDER 16 MUST BE ACCOMPANIED BY AN ADULT!!!**
 - **Pool for residents and authorized guests only.**
 - **No running or rough play.**
 - **No lifeguard on duty.**
 - **No skateboards, rollerskates, bicycles, hoverboards or scuba equipment.**
 - **Swim at your own risk. No lifeguard on duty.**
 - **Residents will be responsible for all damages.**
 - **Gate should not be propped open.**
 - **Board of directors reserve the right to deny use of the facilities to anyone breaking the rules or being disrespectful to other guests.**
 - **NO DIVING**
1. **1st offense will be a verbal or written warning.**
 2. **2nd offense priviledges will be suspended for 2 weeks.**
 3. **3rd offense priviledges will be suspended for a month.**
 4. **4th offense priviledges will be suspended indefinitely.**

Anyone being verbally or physically abusive towards other guest will have priviledges suspended indefinitely.

If priviledges are suspended indefinitely, guest with need to meet with board to have them reinstated.

POOL IS UNDER SURVEILENCE!!!

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Cloverplace Condominium Association

REVISED RULES AND REGULATIONS AS ADOPTED
BY THE BOARD OF DIRECTORS ON JUNE 30, 2005

In addition to the provisions contained in the Declaration of Condominium, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of the condominium units and the conduct of all residents thereof.

I. GENERAL

A. Each Unit shall be used only for the purpose of a single-family residence. A family is defined to mean any number of persons related by blood, marriage, or adoption, or not more than two (2) unrelated persons living as a single housekeeping unit. *[Section 25(a) of the Declaration of Condominium]*

B. The use of the condominium units shall be consistent with existing law and the restrictions as set forth in the Declaration of Condominium.

C. Owners shall not use or permit the use of their premises in any manner, which would be disturbing, an annoyance or nuisance to others, or in such a way as to be injurious to the reputation of the property. No activities, either on an owner's own premises or on the common areas, that interfere with the rights, comfort, or convenience of others, with special reference to undue noise, whether by people, animals, or mechanical means, shall be permitted. *[Section 25(g) of the Declaration]*

D. Condominium units may not be utilized for business purposes, or any commercial uses whatsoever. Commercial or business use shall be defined to include any use which involves a business enterprise which results in traffic of non-resident individuals or vehicles within the Community, and/or the presence of non-domestic service-related employees in a unit. It shall also include receiving or shipping out of products or Inventory from the unit and storing of products or inventory in the unit. Use of a unit is deemed to be a business or commercial use when the unit is used primarily for business and not primarily as a residence of the owner. Commercial use shall not be deemed to include home office use of a unit, if there is no traffic of non-resident persons or vehicles to or from the unit, no inventory storage in the unit, no delivery or shipping of goods or inventory to or from the unit, and the unit use is primarily as the owner's personal residence. If home office use becomes a nuisance at any time, or impacts upon the peaceful enjoyment of the Community by its residents, or disturbs the neighborhood or the occupants of property adjoining the unit, or in any way violates local, state, or federal law, then it shall be deemed "commercial use" and shall immediately cease.

II. PROPERTY MAINTENANCE *[Section 18 of the Declaration]*

A. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense:

(1) All portions of the Condominium Unit, including, but not limited to, maintenance of the lawn and any shrubbery and/or flower beds thereon, and removal of all trash or debris.

(2) All portions of the Condominium Home, including, but not limited to, cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers,

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disposals, compactors and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Condominium Unit, as well as all personal property of the Unit Owner.

(3) All heating, cooling and plumbing apparatus or utility installations, whether or not included within the boundaries of the Unit or the Condominium Home, which provide service exclusively to the Condominium Parcel owned by the Unit Owner.

(4) Any and all improvements constructed by the Unit Owner upon the Unit, including a fence, patio, swimming pool or jacuzzi shall be maintained by the Unit Owner at his own expense.

(5) The common party wall and common roof which the Unit Owner shares in common with the Owner of the adjacent Unit, shall be maintained and repaired by and at the expense of such adjoining Unit Owners. Maintenance and repair shall include, but not be limited to, replacement and repair of the common roof and repair of the common party wall. Expenses for such repairs and maintenance shall be paid by the Unit Owners sharing the common party wall and common roof on a prorata basis.

- B. All property to be maintained, painted, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first-class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well-kept appearance throughout the Condominium, and no such maintenance repair, painting or replacement shall be performed in a manner which changes or alters the exterior appearance of a Building or the Condominium Property from its original appearance or condition without the prior written consent of the Architectural Control Committee. First class condition to be determined by the Architectural Control Committee, taking into consideration aesthetics, the condition of neighboring and adjacent properties. With the exception of grass cutting, unit owners would be given an opportunity to appeal the decision of the Architectural Control Committee to the Board of Directors. The date of the next Board of Directors meeting will be noted in the letter of notification containing the violation. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Condominium Home and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner, or any portion of the Condominium Property. *[Section 1B(a)(6) of the Declaration as Amended]*
- C. Each Unit Owner shall maintain his Unit in good condition and repair, including all internal surfaces within or surrounding his Unit, and each Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or occupants shall be kept in such areas, temporarily or otherwise. *[Section 25(c) of the Declaration]*
- D Each Owner shall maintain his Unit in a clean and sanitary manner. Patios, porches or fences shall be used only for the purposes intended and shall not be used for hanging of garments or other objects, or for cleaning of rugs or other household items. No drying of laundry will be permitted outside of the Condominium Home.

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{Section 25(d) of the Declaration}

- E. Unit Owners or occupants shall make no repairs to any plumbing or electrical wiring within a Unit except by a plumber or electrician licensed in Pinellas County, Florida.
{Section 25(q) of the Declaration}
- F. All landscaping of every kind and character, located on the common areas, including trees, shrubs, vines, groundcovers, grass, flowers, and any other plantings shall be subject to control by the Association. No owner or lessee shall plant, cultivate, prune, trim, alter, or relocate any landscaping within the common areas without prior, written approval of the Board of Directors. Owners or lessees may plant upon their individual lot only. Such plantings must be maintained in such a manner as to prevent damage to structures, concrete, and asphalt. Any plant material deemed by the Board of Directors to be the cause, or the potential cause, of any damage, due to its culture, growing requirements, root structure, size, or any reason whatsoever, must be removed. Failure to remove such plant material as directed will result in the removal by the Association at the unit owner's expense.
- G. No front lawn patios, whether constructed of pavers, cement, pebbles, mulch or other materials are permitted. The front portions of all lots shall be landscaped with sod and planting beds.
- H. All cement surfaces to include sidewalks and driveways shall be kept in a neat and attractive condition. Driveways must be reasonably clean from any oil residue, leaks, or mildew. Driveways and sidewalks may not be painted.
- I. Mailboxes, flags, and posts must be maintained in a neat and attractive condition. All mailboxes, flags, and posts must conform to the specifications as established by the Architectural Control Committee. Please notify association if mailbox needs to be repaired or replaced.
- J. Gates must remain closed at all times.
- K. Each Unit Owner or occupant shall allow the Board of Directors or the agents and employees of the Association to enter any Unit and the improvements thereon for the purpose of maintenance, inspection, repair, and/or replacement of the improvements within the Units or the Limited Common Elements and Common Elements, or to determine compliance with the Declaration of Condominium of the Association. *[Section 25(p) of the Declaration]*
- L. No Unit Owner shall operate, maintain, repair or replace any portion of the Condominium Property to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association. *{Section 1B(a)(7) of the Declaration}*



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III. MODIFICATION TO UNITS AND COMMON ELEMENTS

- A. All alterations, modifications and improvements of the Units and improvements constructed thereon shall be made only after prior written approval of the Architectural Control Committee. No exterior painting of doors or Buildings, or additions, such as screen doors, lighting fixtures, or any other item whatsoever, and no alteration may be made of any interior boundary wall without first obtaining written approval of the Architectural Control Committee. *[Section 25(f) of the Declaration]*
- B. No building, outside lighting, fence, hedge, wall, walk, or other structure or planting shall be commenced, erected or maintained, nor shall any addition to or change or alteration therein, be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of such structure or work to be done shall have been submitted in duplicate to and approved in writing by the Architectural Control Committee and a copy thereof, as finally approved, lodged permanently with the Association. Alterations and repairs of the Buildings are the responsibilities of the Unit Owners. No reflecting device or materials may be used in any of the aforementioned areas. *[Section 26(a) and 25(f) of the Declaration]*
- C. No wells shall be drilled or maintained on a lot without prior approval of the Board of Directors.
- D. No tents and no temporary or accessory building or structure shall be erected without the prior written consent of the Architectural Control Committee. *[Section 25(r) of the Declaration]*
- E. Screen door systems for the overhead garage door entryway are prohibited. Replacement doors must be of the same design as originally installed unless approved by the Architectural Control Committee.
- F. Permanent hurricane shutters must conform to the specifications developed by the Architectural Control Committee and approved by the Board of Directors. The specifications include color, style and other factors deemed relevant by the board and are in compliance with applicable building codes. Permanent hurricane shutters, removable stackable panels, or other protective devices are not to be used for privacy or security. Prior approval is required by the Architectural Control Committee for the installation of wall mounted panel tracks above and below window and/or door openings. Once approved, temporary, removable, stackable panels or other protective devices are to be stored within the unit and are not to be stored or visible from the exterior of the unit. Removable Panels or other protective devices may be installed no sooner than forty-eight (48) hours in advance of a pending storm and are to be removed no later than seventy-two (72) hours after the storm threat has passed. Any damage to the exterior of the unit caused by the installation or use of temporary panels or other protective devices shall be repaired by the unit owner as soon as practically possible, and in no event beyond fourteen (14) days from the date of such damage.
- G. No window air conditioning equipment, bottle tanks, clothes lines, condensers, building materials, wood piles, or other objects used in conjunction with a residence shall be placed



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or maintained on any lot without permission of the Architectural Control Committee. If

approved, all such items shall be located so as not to be visible from the street or any adjacent or nearby lot.

- H. No reflective film shall be used on any window, nor shall they be covered with paper, aluminum foil, sheets, blankets, or any other materials not designed for such purpose.
- I. The Architectural Control Committee shall have the right to refuse to approve any plans and specifications or grading plans which are not suitable or desirable. In its sole discretion, for aesthetic or any other reasons, such consent not to be unreasonably withheld; and in so passing upon such plans, specifications and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property. *[Section 26(b) of the Declaration]*
- J. Should the Architectural Control Committee fail to approve or disapprove any plans and specifications submitted to it by the Owner of any Unit within thirty (30) days after written request therefore, then such approval by the Architectural Control Committee shall not be required; provided, however, that no modification, improvement or alteration shall be erected or shall be allowed to remain on any land described herein which violates any of the covenants or restrictions contained in this Declaration. *[Section 26(c) of the Declaration]*
- K. The Architectural Control Committee shall in all cases have the right to determine and designate the building lines necessary to conform to the general plan of the Condominium Project, and the Architectural Control Committee's judgment and determination shall be final and binding. Provided, however, nothing herein shall be deemed to permit any changes in the location of lot lines or lot sizes or shapes which are not in compliance with an approved site plan for the Project. *[Section 26(d) of the Declaration]*
- L. All areas disturbed by construction and not under permanent structure must be improved and landscaped in accordance with a landscaping plan approved by the Architectural Control Committee, which approval shall not be unreasonably withheld. *[Section 26(e) of the Declaration]*
- M. Unless specifically accepted by the Architectural Control Committee, all improvements for which an approval of the Architectural Control Committee is required under this Declaration shall be completed within six (6) months from the date of commencement of said improvements. *[Section 26(f) of the Declaration]*
- N. The Architectural Control Committee shall voluntarily approve:
1. Privacy fences, wood stockade type, provided proper application is made before installation, the fence does not exceed six feet in height and a county permit is installed. Unit owners will be responsible for removal if easement access is needed by the Association, public utility, or other agency with an easement on the lot. Fences are to be in back yards or under special circumstances as approved by the Architectural Control Committee.
 2. Privacy fences constructed with four- or six-foot Green Vinyl Coated Chain Link Fence. Unit owners will be responsible for removal if easement access is needed by the Association, public utility, or other agency with an easement on the lot. Fences are to be in back yards or under special circumstances as approved by the Architectural Control Committee.



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3. One (1) "Open House", "For Sale", or "For Rent" sign no larger than 24" x 24", *may* be placed in the front window of the condominium unit, provided that the owner or sales agent is present in the home when such sign is displayed. Signs must be removed when units are not occupied. Signs must be displayed in windows only unless a special exception is granted by the Architectural Control Committee or the Board of Directors. *[Section 26(g) of the Declaration as Amended]*

IV. TRANSFERS, SALES AND LEASES

- A. The transfer, sale, lease, or sublease of units is subject to the approval of the Board of Directors as set forth in the Declaration of Condominium. Prior to the sale, conveyance or transfer of any Unit to any other person other than transferor's spouse, the Owner shall notify the Board of Directors of the Association, in writing, of the name and address of the person to whom the proposed sale, lease, conveyance or transfer is to be made, and such other information as may be required by the Board of Directors of the Association. *[Section 23(a) of the Declaration as Amended]* An application must be completed and signed by both the unit owner and the prospective tenant/purchaser and submitted to the Association. Each prospective tenant/purchaser must acknowledge receipt of the governing documents of the Association and agree to abide *by* all rules, regulations, and restrictions. It is the responsibility of the unit owner to provide prospective tenant/purchaser with a copy of the governing documents. A fee, not to exceed the expenditure reasonably incurred by the Association, to review the proposed transfer and the costs of the clerical services necessitated by the transfer of ownership, shall be charged to the Unit Owner in connection with the proposed sale, transfer, rental, lease, or sublease of a unit. These expenses shall not exceed ONE HUNDRED DOLLARS (\$100.00). Within fifteen (15) days, the Board of Directors of the Association shall either approve or disapprove proposed sale, transfer, lease, or conveyance, in writing, and shall notify the Owner of its decision. In the event the Board of Directors of the Association fails to approve or disapprove a proposed sale or lease within said fifteen (15) days, the failure to act as aforesaid shall be considered approval of the sale or lease. *[Section 23(a) of the Declaration as Amended]* No sale or lease of any unit will be approved if the Unit Owner is delinquent in the Unit's annual assessment and/or special assessment. The Association has the right to inspect a unit, prior to sale or lease, to determine if damages exist that might affect neighboring units.
- B. A condominium unit shall not be rented or leased except as permitted in the Declaration of Condominium. A Unit may be leased or rented in accordance with the rules and regulations adopted by the Association relating thereto, however no Unit shall be leased for a period of less than six (6) months. Guests or other persons staying more than (14) fourteen days when the owner is not in residence are classified as tenants and such parties shall meet all requirements of tenant approval. Unit owners must complete an application for such tenants. Applications must be submitted in writing fifteen (15) days prior to occupancy, together with the name(s) and address of the intended lessee or tenants and valid Identification of all proposed residents including their signatures authorizing criminal background checks, and such other information as the Association reasonably may require. The prospective lessees must completely fill out the Association Application, including signing and returning the fully completed application to the Association's management office for approval. All application fees including the processing fee as established by the Board from time to time must be submitted with the application as part of the complete application package. Failure to obtain approval prior to occupancy shall result in a Retroactive Fee of \$100.00.



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- C. A Unit Owner as lesser and the lessees shall be jointly and separately liable for all damage of any kind whatsoever, including court costs and reasonable attorney's fees incurred by the Association as a result of such lessee failing to comply with any provision of the Florida Condominium Act, the Florida Residential Landlord and Tenant Act, the Declaration of Condominium, the Bylaws of the Association and of these Rules and Regulations. In connection therewith, it is understood and agreed that the acceptance of the Association's approval of any lease of a unit by the **Owner and the lessee (as evidenced by the commencement of such tenancy) shall constitute the automatic appointment** by the Unit Owner of the Association as his attorney-in-fact to act on his behalf in connection with the enforcement of any of the rights given to the landlords under the Florida Residential Landlord and Tenant Act, and it is further understood that this appointment shall be irrevocable by the owner during the duration of the tenancy. An owner who rents his unit is not entitled to use the amenities during the term of the lease.
- D. At the end of the initial lease term, the lessee, with the concurrence of the lessor, may choose to hold over the tenancy on a month-to-month basis or renew the lease agreement for another minimum term or longer, without the necessity of reapplication to and re-approval by the Association; provided that the Association reserves the right, in its sole discretion, to require an updated review of the application and re-approval of the lessee residents when the Association deems it advisable. An owner may not re-let the same condominium unit within the six (6) months stipulated from the date of the original lease agreement. However, if an owner can prove to the satisfaction of the Board of Directors that the lease agreement entered into was in good faith and that the tenant, without fault of the owner, unilaterally breached the lease agreement and violated its terms, the owner may be entitled to re-let the condominium unit within the original lease term of a minimum six (6) month period as set forth.
- V. PETS [Section 25(e) of the Declaration as Amended]**
- A. Unit Owners or tenants shall not keep pets or other animals in their Units or within the Common Elements unless prior written approval of the Board of Directors of the Association is obtained. Photographs of pets must be submitted in order to obtain aforementioned approval. Said written approval will not be withheld for small pets, however, no more than two small pets may be kept in any Unit. Pets shall be limited to domestic dogs, cats, birds, tropical fish, gerbils or hamsters provided that at no time shall an owner or lessee of a unit be permitted to maintain more than two cats or two dogs or one cat and one dog. Pets may not be kept, bred, or raised for commercial purposes. For purposes of this paragraph, small animals are defined as animals weighing fifteen (15) pounds or under. The 15 pound weight limit is to be used as a guideline only and in no way prevents the Board from approving pets in excess of 15 pounds. Aggressive breeds including, but not limited to, wolf hybrids, rottweilers, and pit bulls shall not be kept on the Condominium property.
- B. In the event written approval as afore described is obtained by the Unit Owner or tenant, it shall be the responsibility of such Owner or tenant to insure that the animal is kept under a leash and accompanied by their owner/master when the pet is outside the Unit. The owner/master is responsible for properly curbing such animals and any necessary clean-up. No pet may be tied to any object or left unattended outside of the unit or in the garage area. Owners/masters may not permit pets to roam or linger on any common area or residential lot other than their own. The Board of Directors may, in its sole discretion, withdraw the



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written approval referred to above at any time and require the removal of any pet that is repeatedly the cause of nuisance, unreasonable noise, or hazard or in the event the Owner/tenant does not abide by the rules and regulations established by the Board of Directors of the Association pertaining to pets. In no event shall the animal be allowed to enter the recreational areas.

VI. VEHICLES AND PARKING [Section 25(b) of the Declaration as Amended]

- A. All vehicles shall be parked only in the parking areas so designated for that purpose by the Association. Residents shall first utilize the garage areas of the units or the cement driveways of the units. Vehicles parked in the driveway areas shall not extend into the street. Street parking is permitted for secondary and guest parking only. No vehicles may be parked on lawns or other grass areas or in the designated "No Parking Areas" indicated by yellow street markings. Owner agrees to notify all guests and lessees of the regulations regarding parking, and to require guests and lessees to abide by such parking regulations.
- B. No boats, trailers, campers, motor homes, golf carts, motorcycles, or vehicles larger than a passenger automobile, pickup truck, or standard size van will be permitted within the development of which the Unit is a part. A standard size van and pickup truck shall be defined as a vehicle that will fit in a standard size garage at Cloverplace with dimensions not to exceed 7 feet 10 inches wide, 6 feet 10 inches in height, and 18 feet 6 inches in length. You must be able to egress from the vehicle in the garage. Inoperative vehicles or vehicles not currently licensed may not be parked on the Condominium property.
- C. Commercial vehicles and trucks of any nature, other than pick-up trucks, are prohibited except temporarily for deliveries, pick-ups, or repairs. A commercial vehicle is defined as a vehicle with tools of the trade displayed within view and any vehicle with writing displayed on or within the vehicle identifying a business, or trade, excluding license plates and bumper stickers.
- D. Any such vehicle, or any of the properties mentioned in the preceding Paragraphs B & C may be removed by the Association at the expense of the Unit Owner, Occupant or Guest owning the same, for storage or public or private sale, at the election of the Association; and the Unit Owner, Occupant or Guest owning the same shall have no right of recourse against the Association. For the purpose of this rule, the Board of Directors shall have the final determination as to the classification of a particular vehicle.
- E. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of Owner will be permitted outside the confines of the Owner's unit.
- F. Vehicles are not to be driven recklessly or noisily. The speed limit throughout Cloverplace is 15 MPH.

VII. RECREATIONAL FACILITY

- A. Use of the Recreational Area at Cloverplace is a privilege and is conditional on the observance of the Rules and Regulations established. Persons failing to abide by these Rules and Regulations shall be subject to such penalties as may be deemed advisable by the Board of Directors, including, but not limited to, temporary or permanent suspension of

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rights of usage.

- B. Use of the pool at Cloverplace is at the sole risk of the user and owner, and Cloverplace assumes no liability for the use or misuse thereof. The pool is unsupervised and the Association employs no lifeguards.
- C. All persons utilizing the pool facility shall observe posted rules at all times. Adult condominium residents shall be held responsible for the behavior, actions and/or damages by guests and minor family members. All guests must be accompanied by the unit occupant.
- D. Persons under the influence of alcohol or a controlled substance are not permitted in the Pool area.
- F. Tables, benches, and pool and patio furniture shall not be removed from designated areas.
- F. All trash must be placed in the garbage cans provided.
- G. Groups numbering over 10 persons are prohibited from using the swimming pool due to the limited capacity of said pool. Should the arrival of other residents exceed the allowable capacity, groups must vacate the pool area immediately.
- H. An owner who rents his unit is not entitled to use the amenities during the term of the lease.
- I. An adult must accompany any guest, or resident under the age of twelve (12) using the Cloverplace pool.
- J. One pool key is issued to each Unit and to be utilized by all residents of that unit. No one is admitted to the pool without a key. If a pool key is lost or stolen, it can be replaced at a cost of \$20.00 for card and \$10.00 for bathroom key.

VIII. MISCELLANEOUS

- A. No Owner or occupant may make or permit any disturbing noises in the Building or on the Condominium Property, whether made by himself, his family, friends, guests or servants, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts, or other conveniences of other Owners and occupants. No person may play or suffer to be played any musical instrument, phonograph, radio or television set in his Unit or on or about the Condominium Property, if the same shall in any manner disturb or annoy the other Unit Owners or occupants of the Condominium. *[Section 25(g) of the Declaration]*
- B. No Owner or occupant of a Unit shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Limited Common Elements or the Common Elements, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall an Owner commit or permit any nuisances, immoral or illegal act in his Unit or Limited Common Elements or on the Common Elements. *[Section 25(n) of the Declaration]*

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- C. Each Owner may identify his unit by a name plate of a type and size approved by the Association and mounted in a place and manner so approved. *[Section 25(th) of the Declaration]*
- D. No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Unit, nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Unit, without the prior written approval of the Architectural Control Committee.
[Section 25(i) of the Declaration]
- E. All damage to the Condominium Project caused by the moving and/or carrying of articles therein, shall be paid by the Unit owner or person in charge of such articles. *[Section 25(k) of the Declaration]*
- F. Soliciting is strictly forbidden. It is requested that Owners notify the Association if a solicitor appears and appropriate action will be taken. *[Section 25(1) of the Declaration]*
- G. No group yard sales may be held without prior approval of the Board. Individual yard sales are limited to two (2) per calendar year unless approved in advance by the Board of Directors.
- H. Outdoor cooking facilities, such as gas, charcoal or electric grills shall be a portable style only, and shall be stored within the rear porch, patio or garage of the residential unit when not in use. Insurance and fire regulations forbid the use of grills in garages or within other enclosed areas. This applies to all types of grills; gas, charcoal, and electric. Grills must be attended at all times when in use.
- I. Outdoor recreational equipment such as badminton/tennis/soccer nets, or any other similar or related equipment is permitted to be placed on a lot only when in use. Portable basketball hoops/poles are permitted if kept within the driveway area close to the garage. No basketball hoops may be affixed to a condominium unit and are not permitted within the streets of the community. Playground equipment such as swings, slides, and trampolines are permitted only within enclosed fenced in areas.
- J. No lawn ornaments exceeding twenty-four (24) inches in height or a number of ornaments deemed excessive by the Architectural Control Committee shall be permitted on any residential lot or on the common areas without prior approval of the Architectural Control Committee.
- K. One portable and removable United States flag not exceeding 3x5 feet in size may be displayed if wall mounted with a bracket and pole on the front exterior garage door wall between the two garage doors. The flying of all other flags is not permitted.
- L. Water conservation must be exercised at all times. Pinellas County has restrictions regarding car washing, irrigation, etc. that must be followed. Violators are subject to fines by Pinellas County. All water, toilet and plumbing facilities within the condominium units are to be maintained to avoid leakage. The main water supply valve to a condominium unit must be shut off if the unit is to be vacant for an extended period of time. Unit owners will be held legally liable for damage to any unit or units affected by leakage whose origin can be traced

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to a specific unit.

- M. Holiday Decorations may be placed and/or displayed no earlier than thirty (30) days prior to the holiday and must be removed with fifteen (15) days after the holiday has passed.
- N. No laundry, including bathing suits and towels, shall be displayed or hung from windows, railings, or on racks or lines outside of a unit or on screened patios
- O. All garbage or trash containers shall be located within the garage or screened area in such a manner as to be out of view of the street and neighboring and adjacent Units. *[Section 25(s) of the Declaration]* All trash, garbage, and the like, shall be properly bagged and/or placed in proper receptacles in such a manner that it shall not attract vermin, be a *fire* hazard, or give off offensive odors. Garbage placed in receptacles shall be set out for pick-up no earlier than 4:00 PM on the day before a scheduled pick-up, while bagged garbage, other than bags containing lawn debris, shall not be set out earlier than the morning of the scheduled pick-up. Emptied trash receptacles shall be returned to the garage or screened area the same day. Trash receptacles must be sealed at all times.
- P. With the exception of satellite dishes not exceeding 18" in diameter, television antennae, solar energy collectors, or other electronic devices, may not be affixed to the condominium units and may not be visible unless prior approval is received from the Board of Directors. *[Section 25(t) of the Declaration]* Satellite dishes must be placed safely and in as unobtrusive a manner without distorting the signal.
- Q. The streets of Cloverplace are deemed Common Areas of the Association and are to be used solely for vehicular traffic. Loitering and congregating upon the streets is prohibited. The Association assumes no liability whatsoever for the safety of residents and strongly discourages the participation in recreational activities upon the streets. Any activity upon the streets of Cloverplace which result in a habitual nuisance will result in intervention by the Pinellas County Sheriff's Office. Parents and guardians are expected to control and supervise the activities of *minor* children and guests when in the Common Areas of the Association.

These rules and regulations are subject to modification by the Association in accordance with the Bylaws as set forth in Exhibit F of the Declaration of Condominium. Each Unit Owner or occupant shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through, or under him do likewise.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units and Common Elements so long as such additional rules and regulations are not inconsistent with the terms and conditions of the Declaration of Condominium.



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**Schedule of Amendments To
Declaration of Condominium Ownership
Of Cloverplace, A Condominium**

**ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~
OMISSIONS INDICATED BY ELLIPSIS...**

1. Section 17, ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION, Subsection (c) of the Declaration, shall be amended to read as follows:

17. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION:

(c) In addition to the lien rights set forth hereinabove, the Association shall be entitled to assess a late charge in an amount to be determined by the Board of Directors from time to time up to, but not to exceed, the maximum allowed by law, as same may be amended from time to time. Should the Board of Directors fail to set an amount for the administrative late fee, it shall be the maximum allowed by law from time to time, which at the time of recording this amendment is the greater of Twenty-Five Dollars or 5% of the installment due of Fine and no/100 (\$5.00) Dollars, together with interest at the rate of Ten percent (10%) whatever percentage per annum may be established or set by the Board of Directors from time to time up to, but not to exceed, the maximum allowed by law, as same may be amended from time to time, from the due date until the date of payment for any Assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such Assessment.

2. Section 23, CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS, Subsection (a) of the Declaration, shall be amended to read as follows:

23. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the Units, the sale, leasing, rental and transfer of Units by any Owner other than the Developer shall be subject to the following provisions:

(a) Conveyances, Sales and Transfers: ...

The Association, pursuant to the provisions of Florida Statutes 7 I 8.11 2(j), shall be entitled to charge the Unit Owner a fee in an amount as may be established or set by the Board of Directors from time to time up to, but not to exceed, the maximum amount allowed by law, as same may be amended from time to time, which currently is \$100.00 per applicant with a husband and wife or

EXHIBIT "A"

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parent and dependent child being considered a single applicant of twenty five dollars (\$25.00) for costs incurred by the Association to review the proposed transfer and the costs of the clerical services necessitated by the transfer of ownership. The Board of Directors shall establish the fee which may be imposed in connection with review of leases and sales and in the event that an amount is not set by the Board of Directors, it shall be the maximum allowed by law. as same may be amended from time to time.

3. Section 23, CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS, Subsection (b) of the Declaration, shall be amended to read as follows:

23. CONVEYANCES, SALES, RENTALS, LEASES AND TRANSFERS:

In order to insure a community of congenial residents and thus protect the value of the Units, the sale, leasing, rental and transfer of Units by any Owner other than the Developer shall be subject to the following provisions....

(b) Rental or Lease: A Unit may be leased or rented in accordance with the rules and regulations adopted by the Association relating thereto, however no Unit shall be leased for a period of less than six (6) months. Prior approval by the Board of Directors of the Association shall be required for the rental or lease of a Unit and the Unit Owner shall notify the Board of any such rental or lease in writing no less than thirty (30) days in advance of the proposed start date of the rental or lease, stating the name of the tenant and the term of the lease. Failure to provide such notification in advance of the lease or rental term shall constitute a violation of this restriction and the lease or rental shall immediately terminate and the tenant shall be required to vacate the premises. A Unit Owner may not lease, rent or allow occupancy of a unit by any party other than the owner(s) and immediate family during the first year of ownership. The year period shall begin to run on the date of the recording of the owner's deed. This restriction shall not apply to Association owned units. The Association shall have the right to evict a tenant or lessee, as an agent for the Owner, for either the tenant's /lessee's or Owner's failure to comply with the governing documents of the Association, which include this Declaration, the Articles of Incorporation, the By- Laws, and Rules and Regulations of the Association. The Owner shall cooperate fully with the Association in any eviction proceeding. The Association shall not be deemed a landlord for any other purpose other than the right to evict under Chapter 83 of the Florida Statutes. Any attorney fees and costs incurred in pursuing an eviction shall be assessed against the Owner and may be collected in the same manner as an assessment.

EXHIBIT "A"

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PREPARED BY AND RETURN TO:
 Cianfron, NikolofT, Grant & Greenberg, P.A.
 1964 Bayshore Boulevard, Suite A Dunedin, FL 34698

KEN BURKE, CLERK OF COURT
 AND COMPTROLLER PINELLAS COUNTY FL
 INST# 2019397946 12/12/2019 02:55 PM
 OFF REC BK: 20806 PG: 1016-1018 DocType: CONOO RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT TO
 DECLARATION OF CONDOMINIUM OWNERSHIP OF
 CLOVERPLACE, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on October 17, 2019 which was recessed and adjourned to November 16, 2019, by the affirmative vote of a majority of the members of the Association present or represented by written proxy, the Declaration of Condominium Ownership of Cloverplace Condominium, a Condominium, as originally recorded in O.R. Book 5669, Page 189, et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Declaration of Condominium is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium Ownership of Cloverplace, a Condominium."

IN WITNESS WHEREOF, Mainlands Unit Seven Condominium Association, Inc., has caused this **Certificate** of Amendment to be executed in accordance with the authority hereinabove expressed this day of November 27, 2019.

(Corporate Seal)

CLOVERPLACE CONDOMINIUM ASSOCIATION INC.

By: MAUREEN HELD
 _____, as President

ATTEST:
Diana M. Trepany
 _____, as Secretary

STATE OF FLORIDA COUNTY OF PINELLAS

D. The foregoing instrument was acknowledged before me this *27th* day of *November*, 2019 by Maureen Held as President, and Diana Trepany, as Secretary of CLOVERPLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

My Commission Expires

Lynn M. Pamol
 Notary Public
 State of Florida at Large



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