

RULES AND REGULATIONS
Effective December 31, 2014.

It is the purpose of the Association to maintain a safe, secured and economically well managed community. Your Board of Directors welcomes the assistance of all owners and residents in the enforcement of the rules and regulations as follows:

1. **RULES AND REGULATIONS.** These rules and regulations will be enforced at the discretion of the Board of Directors as follows:

(a) Violations are to be reported to the association Mailbox located on the east side of the 2912 Building, in writing, and not verbalized to the Board of Directors or to the Officers of the Association.

(b) Violations will be called to the attention of the violating owner and/or tenant and the Board of Directors of the Association or, any committee created by the Association for receiving such complaints.

(c) Disagreements concerning violations will be presented to and judged by the Board of Directors, which will thereafter take appropriate action.

(d) Owners are responsible for compliance by their guests and leasers with these rules and regulations.

2. **FACILITIES.** The facilities of the Condominium are for the exclusive use of the Association Members and their immediate families, tenants, resident houseguests, and guests accompanied by a member.

3. **USE.**

(a) No immoral, improper, offensive or unlawful use shall be made of any Unit, the Condominium Property, or any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction thereof shall be observed.

(b) Each Unit Owner and Member shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the condominium property, or which shall obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises, smells or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the Condominium property. The front of all buildings must be kept free from all items of personal property, including, but not limited to chairs, benches, toys and the like. The rear of all buildings, the park area in the front of the Community and the pool area are designated for the temporary placement of such items for sitting outside. Such items must be removed when not in use.

(c) No Person shall use the Common Elements or any part thereof, or a Unit, or any part thereof, in any manner contrary to or not sanctioned by these Rules and Regulations, or Amendments thereof as may be, from time to time adopted by the Board of Directors of the Association.

(d) In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever will be conducted from within any Unit in the Condominium without prior written approval of the Association which, approval may be withheld. The Association shall possess additional authority to promulgate Rules and Regulations governing the manner, method and to what degree additional uses other than noted in this Document may be permitted, and further, shall have the power to revoke the granting of such additional permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the residential character of the Condominium.

(e) The use of the recreational and other commonly used facilities shall at all times be governed by the Rules and Regulations stated herein or as adopted or amended and posted accordingly as needed by the Association.

(f) Common Elements and Limited Common Elements shall only be used for the purpose intended, and shall not be used for hanging of garments or other objects or, for the cleaning of rugs or other items.

(g) Any landscaping modification, including, but not limited to, all plantings, must be submitted in writing and approved by the Board.

(h) Units shall not be leased or rented without prior written approval of the Association, which approval shall not be unreasonably withheld. No lease shall be approved for a term of less than (6) months. All residents must be prescreened and approved by the Board of Directors before moving into unit. The Owner must occupy/own unit for no less than **three years** prior to any new rental lease being approved.

(i) No more than four (4) individuals may permanently occupy a unit. However, in accordance with the Rules of the Association, the occupancy may exceed these limitations temporarily, upon obtaining the advance consent of the Association, for a period not to exceed (14) days in a twelve-month period.

4. **PETS.** "Pets" as heretofore referred to means and refers to aquarium fish, dogs, cats or birds that weigh less than, (20) pounds) and/or not to exceed (20) inches in height. No other or larger pets are permitted except upon written approval of the height and/or weight. No other or larger pets are permitted except upon prior written approval of the Board of Directors. No Unit may house more than (2) pets at any one time. No permitted pets shall be allowed to commit a nuisance upon the common elements. No animals of any kind are permitted at recreational areas, including the pool and pool deck areas. Pets shall only be walked upon or about the common elements while controlled by a leash; otherwise, the party supervising the same shall carry such pets. The owner thereof must immediately remove waste deposited by such pets.

REMINDER: The City of Oakland Park enforces the Leash Law as well as the use of Pooper Scoopers.

No feeding of wildlife. No food left outdoor for animals.

5. **APPARATUS AND ALTERATIONS.**

(a) No clothesline or similar devices shall be allowed on any portion of the Condominium Property.

(b) A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior of the Unit's boundary walls, on the doors, loggia, balconies, terraces or windows of his Unit as well as any portion of the Common Elements except with the prior written consent of the Board of Directors of the Association, and further, when approved, subject to the conditions designated and adopted by the Board of Directors. This includes, but is not limited to garments, towels, rugs and any item of personal property. Upon receipt of a prior written request, the Board may allow the placement of one (1) small plant to be hung by the front entrance door of a Unit. The Board reserves the right to deny such requests in its sole discretion. All screening, window and glass door coverings and drape linings shall be approved in writing by the association.

(c) No Unit Owner shall cause improvements or changes to the exterior of the Condominium, including but not limited to walls, floors, windows or doors; or otherwise paint or cause other decoration of any aesthetic nature whatsoever thereto. Unit owners shall not install electric wiring, television antennae or air conditioning units which may protrude through the walls or roof of the Condominium Property or in any manner change the appearance of any portion of the building from that as originally provided without the prior written consent of the Association. Installation of fans in windows is not allowed. Any type of decks built on the Common Elements must be portable, not constructed on any type of concrete.

(d) Television, radio, musical instruments and other instrumentalities of sound reproduction or amplification must be used at such times as will provide a minimum of noise disturbance to other Unit Owners.

REMINDER: The City of Oakland Park enforces an 11:00 p.m. Noise Ordinance.

(e) No bicycles, furniture, garbage cans/trash bags, supplies, milk bottles or other articles shall be placed in the pathways, stairways, walkways, Common Areas, Limited Common Areas or parking areas and all garbage shall be properly bagged in plastic containers intended for such purposes and deposited in the facilities provided for the disposal of the same.

(f) No Unit Owner shall in any way affix any "For Sale" or "For Rent" signs or any other kind of notice and/or signs to be visible to the general public from within his Unit.

6. CHILDREN.

(a) Bicycle riding, skate boards, etc., are permitted on the common elements so long as they are operated responsibly, which shall be determined by the Board of Directors, in its sole discretion.

(b) No person under fifteen (15) years of age may utilize the recreational or other commonly used facilities such as the pool or pool area unless accompanied by an adult.

(c) Children are to be supervised upon the Common Elements of Condominium Property at all times, by an adult.

REMINDER: The City of Oakland Park enforces and 11:00 p.m. Curfew Law.

7. ASSOCIATION.

(a) No Unit Owner or Occupant shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association nor, shall he attempt to send any of such employees on private business of such Unit Owner or Resident, such employee to be directed only by the Board of Directors, Officers of the Association or any Management Personnel engaged by the Association.

(b) The use of all Common Elements shall be governed by these rules and regulations, which in turn may be amended and posted by the Association.

(c) The Association, through its' Officers or designated Agent, may maintain a pass key to each Unit for utilization for pest extermination services and/or only in the event of emergency, such as fire, leakage, etc. No Unit Owner or Occupant shall alter any lock or install a new lock in any door of his premises without the written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Associations officers or Agent with an additional key for the use of the Association pursuant to its' right to access to each Unit.

8. PARKING.

(a) Parking Permits - The parking areas of the Condominium will be regulated by the use of Parking Permits. Any vehicle on Condominium Property not displaying the appropriate Parking Permit will, upon the Board of Directors discretion, be removed at the Owner's expense. Only authorized vehicles will be given permits issued by the Association.

(b) Occupant Parking – Owners or approved Tenants, must be screened and approved by the Board of Directors, to receive a parking permit. Each Condominium Unit Occupant (Owner or Approved Tenant) must register their vehicle(s) with the Association to obtain a permanent parking permit. This permit must be displayed as stated in the Parking Agreement.

(c) Guest Parking - Guest Parking means parking for individuals who are currently visiting your Condominium Unit only. Each guest's vehicle must be given a Temporary Guest Permit to be displayed on windshield and/or dashboard (as stated in Parking Agreement). Guests are to park their vehicle(s) in designated Guest Parking Spaces Only. Additional Guest Permits may be obtained from the Association. The Association shall have the power to revoke the granting of Guest Passes when, in the Association's sole discretion, the use in question has become excessive and/or violates the rules and regulations of the Association.

(d) Vehicles - No commercial trucks, no vehicles used for commercial business, recreational vehicles, motorcycles, motorbikes, limousines, vehicles in excess of 19-feet in length, boats, or boat trailers, etc., shall be permitted on Condominium Property except for the purpose of making immediate deliveries. Vehicles must be parked with front of vehicle facing Condominium Buildings. There will be no backing in permitted with the exception of the immediate "unloading" of a trunk or truck. Vehicles are to be parked within the lines of a single parking space.

(e) Storage of Vehicles - No vehicles shall be stored in any parking area. Vehicles not in daily operation will be removed at Owner's expense. Unit occupants away for a period of two weeks or longer must notify the Association in writing. No vehicle of any kind shall be covered. **A covered vehicle will imply the vehicle is in storage, and therefore subject to towing.**

(f) Vehicle Repair - No repairs of vehicles shall be performed on Condominium Property with the exception of changing a flat tire, which must be done within a twenty-four (24) hour period.

(g) Parking Agreement - The Parking Agreement will be used as a transmittal document to coordinate placement of the vehicle, which has obtained a Parking Permit. No trucks, vans, jeeps, blazers, Broncos, etc., are permitted to park in any Guest Parking Spaces located in and around the pool area.

(h) Oil Leaks/Transmission Leaks - Any vehicle leaking oil/transmission or any other fluid will be fined \$25.00 per occurrence. The fine will be used to restore parking area to original condition. If said condition continues, parking privileges will be cancelled.

(i) Unsightly Vehicles - Vehicles not in good mechanical condition and/or in need of excessive bodywork (badly dented fenders, body rot, etc.) are not permitted. It is the discretion of Board of Directors to temporarily allow such vehicles but said vehicles must be parked in designated parking places.

(j) Speed Limit - A 15 M.P.H. speed limit is enforced on Condominium Property.

(k) Motor Scooters – Residents may be allowed to park Motor Scooters on the property, IF a prior request is submitted in writing, and approved by the Board of Directors.

9. **PLUMBING.** Water closets and other plumbing shall not be used for any purpose other than those for which they are constructed. No sweeping, rubbish, rags or other foreign substances shall be thrown in them.

10. **RESPONSIBILITY FOR DELIVERIES.** Unit owners shall be liable for damages to the Condominium Property caused by receiving deliveries or, moving or removing furniture or other articles to or from their respective Condominium Units. This includes, but is not limited to, damage to Exit signs, and the scratching and chipping of steps and walkways.

11. **SOLICITATION.** There shall be no solicitation by any person anywhere upon the Condominium Property for any purpose whatsoever, unless specifically authorized by the Board of Directors.

12. **OPEN DOORS.** No Occupant shall allow the front door to his Condominium Unit to remain open for any purpose other than immediate ingress or egress, unless a storm or screen door is in place.

13. **FOOD, BEVERAGES AND COOKING.** Food and beverages may only be consumed in common facilities provided for such purposes unless, specifically authorized in writing by the Board of Directors. No cooking shall be permitted on the Condominium Property except in areas designated by the Association. Bar-B-Q's and Grills are permitted in the rear of the Buildings only.

14. **HURRICANE PREPARATIONS.** Each Occupant who plans to be absent from his Condominium Unit during any portion of the Hurricane Season must prepare such Condominium Unit prior to departure by:

(a) Removing all furniture, plants and other personal items from his Unit's courtyard, patio and balcony.

(b) Designating a responsible firm or individual to care for Unit during his absence in the event that the Unit should suffer Hurricane damage. Each Occupant shall furnish the Board of Directors the name of such firm or individual and a contact number.

(c) The type of paneling planned to be used by the Unit Owner to protect the Unit must be submitted in writing to the Board in advance of its placement on the property. The Board must approve the paneling, in writing, before it may be placed.

(d) Board of Directors approved Hurricane Shutters may be closed if the Unit will be unoccupied for more than (30) days.

(e) Occupants who plan to be absent from their Condominium Unit for over 2 weeks (**at any time of the year**) must assign a responsible party for the maintenance of the unit.

15. **STORM SHUTTERS.** Any Unit Owner or Occupant desirous of installing storm shutters must use designated firm and shutters previously approved by the Association. For information on approved shutters, contact the Board of Directors.

16. **ODORS.** No obnoxious or unusual odors shall be generated in such quantities that they permeate to other Units and become annoyances or become obnoxious to other Owners. Normal cooking odors, normally and reasonably generated from kitchens shall not be deemed violations of this regulation.

17. **HAZARDOUS SUBSTANCES.** No Owner shall use or permit in his Unit any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene or other explosive and/or articles deemed hazardous to life, limb or property.

18. **RENTAL OF UNITS.** No unit shall be leased during the first **THREE years** of ownership. 6-month minimum lease period, 2 times maximum within one year.

19. **NAMEPLATES.** An Owner shall not be allowed to put their names upon any entry to the Units or mail receptacles serving the same, thereto, except in such manner as may be described by the Association for such purpose.

20. **COMPLIANCE BY UNIT OWNERS.** Unit Owners and Occupants shall comply with the foregoing rules and regulations and, any and all rules and regulations, which may from time to time be adopted by the Board of Directors. Failure of a Unit Owner or Occupant to comply with the foregoing shall subject same to all legal remedies including, but not limited to, suits for money damages, injunctive relief or any combination thereof. Initial violations will result in a violation fee of \$25.00 per occurrence.

21. **RELIEF.** The Board of Directors shall have the power, but not the obligation, to grant relief to one or more Unit Owners under the particular circumstances involved from the provisions of specific restrictions contained in the Rules and Regulations upon written request thereof, and for the good cause shown in the sole opinion of the Board of Directors of the Association.

22. **USE OF ASSOCIATION WATER.**

(a) Washing Vehicles - Occupants may wash their personal vehicles only. An automatic shut-off nozzle must be used to conserve water.

(b) Watering of Plants - An automatic shut-off nozzle must be used to conserve water. No free running water will be permitted.

23. **POOL AREA.** Pool rules are required for safety, to reduce liability and, to reduce expense. Pool rules include, but are not limited to the following: Pool use for Middle River Condominium Residents and their Guests only; no pets; no smoking without use of ashtrays; no dirt and/or suntan oil in pool; no objects left in pool and/or pool area; no children under 15 years of age without an adult present; no loud music; no diving; no unapproved toys. Pool rules are posted on Pool House. Shower before using pool, keep pool clean, no street clothes and swim at your own risk. Pool Hours for Summer and Winter will be posted at Pool House.

24. **CONDOMINIUM WALLS AND FENCES.** The Condominium walls and fences are for privacy and security purposes. No one will walk on, climb over or use the walls or fences for any other purpose.

25. **COMMON AREAS MAINTENANCE.** All Common Areas and Limited Common Areas must be accessible for maintenance. Owners/Tenants will not obstruct Common Grounds with lawn furniture, bicycles, potted plants or other obstacles. When the Parking Area requires maintenance, notice will be given for removal of vehicles. The Association has the right to remove items and/or vehicles, which prevent maintenance.

26. **DUMPSTER.** The dumpster's are for "normal" garbage, which is to be placed in tied plastic bags. Dumpsters are not to be used for commercial trash or trash generated off of the premises. The Association incurs additional costs when furniture, carpeting, utility appliances or other large items are left in or around the dumpster area. These additional costs will be passed on to the Unit in violation.

27. **METER ROOMS.** Meter rooms are not for storage use. The Association will dispose of any items found in the Meter rooms, immediately.

28. **MAINTENANCE FEES.** Monthly maintenance fees are due by the first (1st) day of each month. Any payment made after 5:00 P.M., on the fifth (5th) day of the month is considered a violation, and late fees will apply.

29. **SCREENING FEES.** There will be a One Hundred (\$100.00) Dollar screening fee per person over 18 years of age to be paid to the Association. For applications involving individuals out of the United States, an additional charge of Twenty-Five (\$25.00) Dollars is required. This applies to all Units to be rented and/or for sale. A questionnaire, which must be completed for approval, may be obtained from the Board of Directors. Prior to commitment, the Unit Owner must submit the questionnaire and screening fee to the Association in order to be evaluated for compliance. Any person applying for residency and/or ownership of a Unit must submit the requisite documentation to the Board prior to completing any transaction for sale or lease. This includes all individuals who will be residing within the Unit. An interview with all prospective owners and tenants shall be required, although the Board may waive such requirement at the discretion of the Board. No proposed lease will be approved for any individual that does not have at least one (1) year of rental history as reported by the independent investigation agency used by the Board. All applications will take no longer than twenty-one (21) days for processing once the Board has received a fully completed application, including the screening fee.

Requests for **Estoppel/Questionnaire certificates** carry a fee of One Hundred Twenty-Five (\$125) dollars.

30. **SUBSIDIZED HOUSING.** As part of the criteria for consideration of prospective applications for the leasing of Units at the Condominium, subsidized housing of any type shall not qualify. This shall expressly include, but not limited to housing subsidized by Section 8 vouchers.

31. **\$200 REWARD.** Any person witnessing the Act of Vandalism on this Property will receive a \$200 Reward for the arrest and conviction of said criminal(s). Please submit a copy of your Police Report to the Association for follow-up.

32. **LOITERING.** Loitering is strictly prohibited.