

RULES AND REGULATIONS

Effective February 1, 2026.

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 via email at bod@middleriverhomes.net, or in writing and dropped off in the mail slot of the condominium office. They are not to be reported verbally to the Board of Directors or to the Officers of the Association.
 - (b) Unit Owners and Occupants shall comply with the foregoing rules and regulations and, any and all, new rules, and regulations, which may from time to time be adopted by the Board of Directors. Unit owners are responsible for the compliance of their tenants and guests.
 - (c) The Board of Directors will issue violations to the owner and the Fining Committee, via email. The notice will state the rule violated, the cure and the time limit to fix the violation.
 - (d) Fines will be imposed if, after the Fining Committee meets with the owner and the violation is not resolved. **Fines are \$25 per day, up to \$1000.**
 - (e) The Fining Committee is comprised of three owners who are not on the Board, related to a Board member, or residing with a Board member.

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.

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 of personal property, including, but not limited to chairs, benches, storage containers, and toys.

(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 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. Remote office workers are exempt from this rule.

(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, removal, including, but not limited to, all plantings, must be submitted in writing and approved by the Board. **No trees may be removed by any unit owner; this is a rule enforced by the City of Oakland Park.**

(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. **SCREENING OF RESIDENTS AND GUESTS**

(a) Board approval is required for any adult applicant (persons over 18 years old) to move into the complex. The forms can be found on our website: www.middleriverhomes.net

(b) This applies to all potential owners, renters, and roommates who will be residing in the unit.

(c) It also applies to adult visitor who is here for 14 consecutive days or 30 days in a year.

(d) An interview with all prospective owners, tenants and roommates is required for Board approval.

5. **SCREENING FEES.**

(a) There will be a \$100.00 application/screening fee per person, for every person over 18 years of age who will be residing in the unit.

(b) An additional fee of \$25 per person, is required for Applicants from out of the United States.

(c) All applications will take no longer than twenty-one.

(e) Requests for Estoppel/Questionnaire certificates carry a fee of \$125. The Florida statutes allow 21 days to complete these requests, but the Board will respond ASAP.

6. **RENTAL OF UNITS.**

(a) No unit shall be leased during the first **THREE years** of ownership. 6-month minimum lease period, 2 times maximum within one year.

(b) The Authorization to Collect Form must be notarized and submitted with the lease. Lease renewals must be submitted to the Board for approval.

(c) The board must receive a copy of the current lease and should be provided with a copy of any lease once it is renewed.

7. **PETS/WILDLIFE.** A Pet application can be found on our website: www.middleriverhomes.net. "Pets" may not exceed 20 pounds and may not exceed (20) inches in height.

(a) Documented Service Animals and Emotional Support Animals can exceed these limits and require Board approval.

(b) No permitted pets shall be allowed to commit a nuisance upon the common elements.

(c) No animals of any kind are permitted in recreational areas, including the pool and pool deck areas. Documented Service Animals are exempt.

(d) Dogs shall be controlled by a leash.

(e) The owner thereof must immediately remove waste deposited by such pets.

(f) NOTE: The City of Oakland Park enforces the Leash Law as well as the use of Pooper Scoopers.

(g) **No feeding of wildlife.** No food or water left outdoor for animals. The City of Oakland Park enforces this rule.

8. **APPARATUS AND ALTERATIONS.**

(a) Seasonal wreaths are permitted on front door. Holiday decorations are permitted. Lights must be plugged into your unit, not the meter room. Holiday decorations must be removed 2 weeks after the holiday.

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

(c) 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, balconies, terraces, or windows of their Unit. 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. Unit Owners may not modify or make improvements to the exterior areas of the Condominium, such as walls, floors, windows, or doors. Painting or applying decorative changes to these areas is also not allowed.

(d) 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.

(e) Any type of deck built on the Common Elements must be portable, not constructed on any type of concrete.

(f) 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.

(g) NOTE: The City of Oakland Park enforces an 11:00 p.m. Noise Ordinance.

(h) 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.

(i) 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.

9. CHILDREN.

(a) 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.

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

NOTE: The City of Oakland Park enforces an 11:00 p.m. Curfew Law.

10. **ASSOCIATION.** Owners and tenants must not interfere with work performed by outside contractors, such as lawn care, tree services, sprinkler or plumbing repairs, and painting.

(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 they 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 on 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, or entry code, for the use of the Association pursuant to its' right to access to each Unit.

11. 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.

(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. Owners with a second car may park in a guest spot, as long as the car has a resident parking sticker.

(d) Vehicles –No commercial trucks, no vehicles used for commercial business, recreational vehicles, 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 the 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) Motorcycles need support under the kickstand to prevent damage to the parking lot.

(f) Bikes can be chained to the bike rack by the dumpster in between the 2910 and 2912 buildings.

(g) Vehicles – All vehicles on property must be in working condition. All vehicles must have a valid state sticker. This is a Florida State law. No vehicles shall be stored in any parking area. Vehicles not in daily operation will be removed

at Owner's expense. No vehicle of any kind shall be covered. A covered vehicle will imply the vehicle is in storage, and therefore subject to towing.

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

(i) 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 and the vehicle towed at the owner's expense.

(j) 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, upon written request.

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

12. PLUMBING. Do not flush wipes down the toilet. If a leak is detected in your unit, please immediately shut off your water, contact a plumber, and notify the board via email: bod@middleriverhomes.net.

13. 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.

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

15. 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.

16. FOOD, BEVERAGES AND COOKING. Bar-B-Q's and Grills are permitted in the rear of the buildings only.

17. 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 their absence in the event that the Unit should suffer Hurricane damage. Provide this information to the Board.

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

(d) 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.

18. HURRICANE WINDOWS. Installation of Hurricane windows must use designated firms approved by the Association.

19. 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 shall not be deemed violations of this regulation.

20. LOITERING. Loitering is prohibited. **This includes smoking on the second floor walkway or in front of your unit. No chairs are permitted on the balconies.**

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

22. 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.

23. 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.

24. POOL AREA. The pool hours are 7am – 9pm and is for 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, bathing suits are required. Swim at your own risk.

25. POOL SECURITY. Your fob allows you access to the pool area. Should you become past due on your maintenance or any other charges on your account (late fees, etc.), your fob will be deactivated until you are again current. This policy also applies to tenants of any landlord that becomes past due.

Should you lose your fob, there is a \$25.00 fee for replacement; notify the board immediately if your fob is lost, so that it may be deactivated. One additional fob is allowed per unit, upon request, at a \$25.00 fee.

26. 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 **Board** has the right to remove items and/or vehicles, which prevent maintenance.

27. DUMPSTER/RECYCLE BINS. The dumpsters 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 premise. All furniture, appliances, and other large items must be placed in the designated bulk trash area. **No glass in the bulk trash area.**

The City of Oakland Park does not recycle:

Plastic bags, plastic wrap, bubble wrap, Styrofoam, pizza boxes, bottle caps. If you bring your recycled items to the blue bins in a plastic bag, empty the bag and throw it in the dumpster. All food containers must be washed.

No food, small appliances, metal, clothing, shoes. All cardboard boxes must be folded flat.

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

29. MAINTENANCE FEES. Monthly maintenance fees are due by the first (1st) day of each month. Any payment received in the Condo Office after 5:00 P.M. on the fifth (5th) day of the month is considered a violation, and a \$25 late fee will apply.

A \$25 fee will also be charged for any check returned for insufficient funds.

Please note, any on-line banking checks should be dated the 1st of the month or before, to allow time for mailing.

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.