

RULES AND REGULATIONS
MIDDLE RIVER VILLAS CONDOMINIUM ASSOCIATION, INC.
815 Middle River Drive, Fort Lauderdale, FL 33304

1. These Rules and Regulations supersede any and all previous Rules and Regulations posted by Middle River Villas Condominium, Inc.
2. Nothing shall be conducted in any unit or common elements, which is or may become an annoyance and/or nuisance, or otherwise interfere with the rights of other owners or residents.
3. No articles shall be hung or shaken from the railings, and no trash or other item may be thrown or dropped over any railing.
4. No littering shall be permitted anywhere on the common elements in any form. All garbage and trash from the units shall be carefully and legally deposited completely inside garbage containers intended for such purpose. Food and other garbage with decaying odors must be disposed of in household garbage disposals when available, or otherwise completely sealed in an appropriate disposal bag prior to placing the trash in the dumpster. Any and all trash whatsoever shall be properly discarded in the **dumpster which is located behind the mailboxes**. No bulk items, furniture, or construction materials shall be disposed of in the dumpster. Food materials are not permitted in the **recycling bins which are located in the Lanai** – information on what can be recycled is printed on the lids. No resident shall fill the dumpster with excessive materials leaving little or no room for other resident garbage. All boxes must be broken down. All trash must be disposed completely within the dumpster and no trash is permitted outside the dumpster in or around the dumpster area.
5. The walkways, stairs, elevator and entrances shall not be obstructed or used for any purpose other than ingress or egress from the Units. Any and all obstacles placed in the walkways and entrances are prohibited.
6. All residents must use appropriate care when moving large items in or out of their unit. When using the elevator, proper padding must be used on walls as well as floor. All load restrictions on the elevator must be followed and no one shall overcrowd the elevator. The cost of repair or replacement resulting from any damage to the elevator or any other portion of the common elements will be charged back to the owner of unit which resulted in the damage.
7. No personal articles shall be stored in, or left on, the common elements, including but not limited to, welcome mats, chairs, tables, plants, etc. Personal items left in common areas will be considered abandoned, removed from the property without notice, and will be disposed after reasonable notice posted in the community.
8. The laundry room located on the 2nd floor near the elevator is for the use of the Unit Owners, Tenants and their overnight Guests only. It is prohibited to use all 4 washers at the same time by a single person. Washers (up to 2) must be started with a 2 minute delay in order to avoid flooding.
 - a. All washers and dryers shall be operated in accordance with manufacturer specifications, and at the user's sole risk. The Association assumes no risk for any damage. The laundry room and all machines, including lint catchers, must be property cleaned after each use. No pets allowed in the laundry rooms at any time, with the exception of a registered and APPROVED service animal.

9. No smoking in stairwells or laundry room. Ashtrays are placed in Common Areas. All cigarette and cigar butts and other debris shall be properly disposed and shall not be littered upon the common elements under any circumstance.
10. Each owner/resident shall keep their unit in a good state of preservation and cleanliness and shall not sweep or throw any objects, dirt or cigarette ashes from the doors, balconies or windows. Common areas must be free of unsightly, unclean, and hazardous objects or materials, as determined in the sole discretion of the Board of Directors, including but not limited to trash, cloths, shoes, etc.
11. Nothing shall be attached to or hung from the exterior of the units, balconies or the roofs thereon, and no decoration shall be permitted to be hung from any unit, in any window, or on the common elements, without the prior written approval of the Association, except as otherwise permitted by Florida Statute.
12. All unit owners shall provide a passkey to the Association upon request to access the unit as needed to protect and preserve the unit, common elements, and other units, and to ensure compliance with all governing documents and these rules. Therefore, it is the responsibility of all unit owners to have a copy of the key available in case of emergency, maintenance, or repair by leaving it with another unit owner or chosen local property manager, and inform the Board of Directors in writing as to who has the key. If no key is available when needed, the Association has the right to enter the unit by force and shall not be responsible for any cost, repair or replacement for any damage associated with such entry. All costs associated with said entry, including but not limited to repairs and locksmith fees, will be borne by the unit owner.
13. No owner, tenant, guest, family member, vendor, licensee, invitee, or other occupant, shall make or permit any noises that will disturb or annoy the occupants of any of the units or permit anything to be done which will be a nuisance or interfere with the rights, comfort or convenience of the other residents, or engage in any illicit, immoral, or illegal activity whatsoever. Radios, stereos, televisions and other instruments that may create noise shall be turned down to a minimum volume between the hours of 10:00 PM and 8:00 AM, so as not to be substantially audible from the common areas or other units.
14. No vehicle shall be parked in such a manner as to impede or prevent ready access to another's parking place. Everyone shall obey parking regulations posted in the private streets, parking areas and drives and any other traffic regulations promulgated by the Association. Except as otherwise permitted by the Board, no vehicle that cannot be operated on its own power shall remain within the condominium property for more than twenty-four (24) hours. Each Unit comes with one assigned parking space. No vehicle shall park in the gravel parking area longer than consecutive 72 hours. All parking in the gravel area must be done in a reasonable and considerate manner, as determined in the sole discretion of the Board of Directors.
 - a. No vehicle shall remain in a Guest space for more than 24 hours without notifying the Board in writing and receiving written approval.
 - b. No major repair or maintenance of vehicles shall be made within the condominium property other than routine light repair or maintenance such as adding necessary engine fluids, changing air filters, adding (NOT changing) oil, and changing tires.
 - c. Each unit shall be assigned a reserved parking space. No vehicle shall part in a space reserved for another resident.

- d. The Board reserves the right to have any vehicle towed, at the owner's expense, that is in violation of any parking restriction.
 - e. Designated parking spots may or may not accommodate full size SUVs, pick-up trucks or lifted vehicles.
15. No resident shall use or permit to be brought into the units or left on the common elements, any flammable or harmful fluids, such as gasoline, kerosene, insecticides, pesticides, or other explosives or articles deemed hazardous to health, life or property.
16. No one is permitted on the roof areas without written authorization from the Board describing among other things, the reason, proof of liability insurance and designated times.
17. Unit owners that do not live year-round in their unit or do not have someone overseeing their unit while they are gone, must put their outdoor furniture inside each and every time they leave their unit for any length of time. Such owners shall be solely responsible to otherwise secure their units so as not to create a hazard or cause damage to the common elements or other units.
18. Gates: The Association has 5 entrance gates with electronic locks – Management will pass on codes or will notify owners/residents if codes will change. The gates have automatic closers, therefore residents shall not physically push the gates closed, as this would cause damage to the door-closing mechanism. All residents moving in or out, and all deliveries, shall use the large gate at the center leading to the Courtyard.
19. The Recreational Facilities of the Condominium, including the pool and pool area are solely for the use of the Unit owners, Tenants, and other overnight guests. Children must be accompanied at all times by a responsible parent or guardian.
20. **Construction Work:** Permits must be approved by the City when re-quired, the permit is to be displayed in the window facing into the courtyard or in a visible location. Work is strictly limited between the hours of 9AM - 5PM Monday – Friday & Saturday 9AM – 4PM. (No construction work on Sunday). It is your responsibility to enforce the regulation work hours. All debris must be **re-moved off property** and NOT to be discarded in the community trash receptacles and the common areas are to be cleaned up.
21. **Pool & Pool Area Rules:**
- a. There Is no Lifeguard on duty at any time. Swimming is at your own risk.
 - b. Running or yelling in the pool area is not permitted.
 - c. Diving or jumping into the pool is not permitted.
 - d. When using oils or lotions, coverings must always be placed over the pool area furniture.
 - e. Reserving pool furniture is prohibited.
 - f. Individuals under the influence of alcohol or any controlled substance are not permitted in the pool or pool area.
 - g. Glassware, bottles and other breakable items are not permitted in the pool or pool area.

- h. Food is permitted in the pool area however anyone eating or drinking in the pool area must clean the area when finished. **Eating and drinking in the pool is strictly prohibited.**
- i. **No smoking in the Pool Area.**
- j. **No Pets in the Pool Area.**
- k. Throwing of objects is prohibited in the pool or pool area.
- l. Music is permitted in the pool area; however, the use of earphones is required.
- m. Common property furniture and other common property shall remain in specified areas. Pool furniture is not to be removed outside of the fenced area. No furniture or other objects are allowed on the common property at any time. If *you* move *any* furniture is required to return it to its original location.

MISCELLANEOUS

- 22. All persons must abide by these Rules and Regulations in addition to all other Rules, covenants and restrictions contained in the condominium documents.
- 23. It is the responsibility of the unit owners to inform their tenants, guests, family members, vendors, contractors, employees, agents, licensees, and invitees, of all rules and regulations and other covenants and restrictions in the governing documents, and shall be responsible and liable for compliance therewith by all the foregoing parties and the foregoing parties thereof.
- 24. All residents have the right to voice legitimate complaints. When annoyances or nuisances occur and persist, complaints must be put in writing and submitted to the Management Company. Unless a written complaint is present, no action will be taken.
- 25. Failure of any person or entity to comply with the terms of the Declaration, Bylaws, or the Rules and Regulations, shall be grounds for action by Middle River Villas Condominium Association, Inc., which may include, without limitation, an action to recover sums due for damages and or injunctive relief. The prevailing party in such action shall be entitled to recover its reasonable attorney fees and costs from the non-prevailing party, including appellate attorney fees and costs.
- 26. All unit owners are required to provide, and keep updated, all contract information, including but not limited to the telephone number, email address, and mailing address for the unit owner, to Management, and such other information as may be required by the Association from time to time.

PETS

- 27. All current and new owners/renters must register their pets and agree to abide by the following rules:
 - a. A \$150.00 registration fee is required for all pets at time of registration.
 - b. All pet owners shall be required to pay a \$500.00 security deposit for each dog and \$250.00 for each cat, to cover any damage and/or legal fees incurred as a result of their negligence or violation any rule with regard to the pet. The deposit will be refundable, upon request, upon the permanent confirmed removal of the pet, provided no rules have been violated and fees incurred. A new deposit shall

be required for every pet. The pet owner shall not have their security deposit refunded until vacation of the premises and a written request is received by the Association.

- c. All pet owners must walk their pets offsite and completely clean up after them, including proper disposal of all pet waste off property, and shall comply with all state and local ordinances for same.
- d. All cats will be kept indoors and shall not be permitted to roam or remain on the common elements.
- e. All dogs will be kept on a leash at all times while on the premises.
- f. There shall be no more than 1 dog per apartment.
- g. There shall be no more than 2 pets per apartment, regardless of type.
- h. Nuisance shall be defined as excessive barking, fighting, aggressive behavior, defecation or urination on property, or failure to comply with any and all pet rules. Pet owners will be subject to a Three Strike Rule – a written warning will be issued for each violation and after three documented violations, the Association may take legal action and shall be entitled to have the pet permanently removed from the property. If the pet owner is a tenant, the Association shall be entitled to terminate the tenant's lease and evict the tenant from the property for such violations.

RENTALS

- 28. Any Owner intending to rent/lease their unit must present a fully executed Lease.
- 29. The minimum length of a lease is no less than 4 months.
- 30. Units may not be sub-leased.
- 31. Units are not permitted to be used or advertise as a short-term or vacation rental.
- 32. Lease renewals are contingent on compliance with all rules and restrictions of the Association, and the Association shall have the authority to evict and tenant, and deny any lease renewal in the event of any violations.
- 33. Prospective tenants must fill out an application with the Association in order to perform a Background check for the prospective tenant.
- 34. All owners who rent/lease their unit shall be jointly and severally liable with their tenants for violations of all restrictions, rules and regulations by such tenant or tenant's family and guests.
- 35. Per Florida State Law, an owner who rent/leases their unit relinquishes their right to use the Common elements of the Condominium.

I have read and understand all Rules & Regulations as stated herein and expressly agree to fully comply with all rules and provision herein. I agree to all limitations on any rights as stated herein and grant the Association the authorities and remedies referenced herein, and agree the Association may enforce these Rules & Regulations as if they have the power of a contract and the governing documents of the Association.

Signature

Date

Print Name