

Riverview South Condominium Association, Inc.  
601 SE 5<sup>th</sup> Court  
Fort Lauderdale FL 33301

**Rules and Regulations of the Association**

Adopted February 19, 2011, by vote of the Board of Directors pursuant to Article 4.4 of the Amended and Restated By-Laws of Riverview South Condominium Association, Inc., adopted June 14, 2003, and Article II of the Articles of Incorporation dated October 21, 1969.

The following Rules and Regulations of the Association, which are consistent with the Declaration of Condominium, Articles of Incorporation, and By-Laws, replace any and all prior adopted Rules and Regulations, House Regulations, or related documents, recorded or unrecorded. In accordance with Article 11.1 of the Amended and Restated By-Laws, in the event of a conflict between language in any documents, controlling priority is (1) Declaration of Condominium, (2) Articles of Incorporation, (3) By-Laws, (4) Rules and Regulations.

These Rules and Regulations shall be provided to all owners. Owners shall provide copies to subsequent owners as well as any tenants. Owners and tenants shall be responsible for their own compliance, as well as that of their guests. The Riverview South Declaration of Condominium, Articles of Incorporation, and By-Laws are hereby made part of these Rules and Regulations.

I. General Use of Common Areas

- a. Each owner and his or her authorized tenants and guests are entitled to use and enjoyment of common areas in accordance with these rules and regulations without regard to age, sex, sexual orientation, color, race, national origin, or religion.
- b. Smoking, glass containers, and running are not permitted in common areas. Appropriate care and attention to health and safety must be maintained at all times.
- c. All persons shall maintain the common areas and accept full responsibility for the security, use, and removal of their own property. In addition, association property shall be maintained and placed properly, with any or all damage reported
- d. All persons shall not create a nuisance to others with loud music, voices, or other noise.
- e. No signage is permitted which is on or visible from common areas, except that which is authorized by the board of directors.
- f. Nothing shall be stored or placed in any common area or exterior area except as specifically authorized in these Rules and Regulations.
- g. No fires or cookouts are permitted in any unit or common area except in the designated, permanently installed, metal barbeque at the edge of the pool area.

II. Pool

- a. Access to the pool area is granted to owners and authorized tenants and guests eighteen years of age or older between the hours of 9:00

AM and 9:00 PM. Minors shall be accompanied by a responsible adult with authorized access.

- b. All persons must secure the access gates to the pool area.
- c. Access to the pool is granted to persons authorized access to the pool area who are capable of swimming safely, and accompanying minors. All persons are hereby notified that no lifeguard is on duty. In the event of an emergency call 911 immediately; an emergency phone is located in the elevator.
- d. All persons using the pool must:
  - i. wear appropriate swimming attire;
  - ii. shower before entering;
  - iii. have access to a unit for changing clothes or restroom use;
  - iv. be free from open cuts, blisters, or sores;
  - v. exercise due caution in regard to maintaining health, including refraining from spitting;
  - vi. abide by all posted regulations.

### III. Laundry

- a. Access to the laundry area is granted to owners and authorized tenants and guests eighteen years of age or older between the hours of 6:00 AM and 1:00 AM. Minors shall be accompanied by a responsible adult with authorized access.
- b. Use of available machines is upon appropriate payment to the coin boxes.
- c. Lint traps must be cleaned by users after each use.
- d. Washer doors must remain open after each use.
- e. Laundry must be removed promptly by users, and users are solely responsible for the security of their possessions.
- f. All users must maintain safety by keeping the flooring dry, and discontinuing use of any machine creating a hazard. Laundry room trash receptacles are for lint and small detergent boxes only.

### IV. Trash

- a. All trash is to be disposed of in the dumpster located at the northwest corner of the property. Disposal of large items is to be arranged with the service provider identified on the dumpster. No trash is to be left outside the dumpster at any time without authorization of the service provider. Sliding doors/lids to the dumpster must be fully closed after deposit of trash.
- b. All trash is to be placed in bags which can be secured. No loose trash is permitted.
- c. All owners and tenants are responsible for proper maintenance and use of garbage disposals within units.

### V. Parking

- a. Parking spaces are deeded and are to be used only by designated unit owners, their tenants or guests. Single uses of designated guest spots not to exceed eighteen (18) consecutive hours are permitted when deeded spaces are not available. Owners, tenants, and guests



anticipating more than three (3) single uses within a four-week period must arrange lease of additional parking or use on-street parking in accordance with Fort Lauderdale ordinances and state law.

- b. Permanent swapping of deeded spaces is only permitted by recorded deed. Temporary swapping must be approved by the board of directors.
- c. Commercial vehicles, vehicles with signage or advertising, oversized vehicles, boats, and trailers are not permitted.
- d. Washing or repairs of vehicles are not permitted.
- e. Only head-in parking is permitted.
- f. Speed limit is five (5) miles per hour.
- g. Bicycle parking is located beneath stairwell(s) with appropriate bike racks. No bicycle riding on catwalks, sidewalks or pool deck.
- h. All vehicles on the premises must be insured in accordance with Florida law.
- i. The safety and security of all vehicles and personal possessions are the sole responsibility of their owner(s).

#### VI. Elevator

- a. The elevator is for passenger use only.
- b. In the event of an elevator emergency, call 911 immediately reporting the location of 601 SE 5<sup>th</sup> Court.
- c. Person(s) causing damage to the elevator must report it to the board of directors in writing, and leave full contact information in the association slot at the upper right receptacle of the first floor mailbox adjacent to the elevator.

#### VII. Pets

- a. In accordance with the Declaration for Creation of Condominium, dated January 5, 1970, one (1) dog under fifteen (15) pounds, or domestic cat, or two (2) small birds, is permitted in a unit upon notice to the board of directors. Pets must under the control of a responsible adult at all times, and must be carried while in corridors and the elevator. Pets are not permitted in the pool, pool area, storage area, or laundry area at any time.
- b. Pets may not be a nuisance. The board of directors, with a minimum of three (3) members present concurring, shall require the permanent removal of nuisances, provided that a properly-noticed review availing an opportunity for all to be heard has occurred.
- c. Pets are conditionally approved, with the board of directors able to require reasonable restrictions on noise and hazards to health or safety, including appropriate insurance. Pets are subject to local laws and ordinances regarding licenses and vaccinations.
- d. Pet owners are solely and fully responsible for the care, maintenance, and well-being of their pets. All waste must be properly disposed of.

#### VIII. Storage

- a. No liquids, trash, or hazardous materials of any kind, in any condition, circumstance, or container whatsoever, are permitted in the storage area.
- b. Volatile or highly combustible materials are not permitted in the storage area.
- c. No obstructions to the aisles are permitted.
- d. Users of the storage area are solely responsible for the safety and security of their possessions. Personal locks on assigned spaces are permitted, but in emergency circumstances areas may be accessed by board of director member(s) without liability or recourse to the association.

#### IX. Leasing and Resales

- a. All unit sales and leases must be approved in advance by the board of directors on forms provided by the board, to be signed after appropriate reviews, interviews, and checks of public and credit records.
- b. The board of directors acting on behalf of the association has an assignable right of first refusal on all potential sales of units.
- c. Notice of ten (10) business days is required to the board of directors for appropriate review before any sale or lease. Copies of proposed deeds and leases must be provided at the time of application. Each lease shall contain language incorporating these Rules and Regulations, and require termination of tenancy for violations of same.
- d. A minimum of six (6) month, and maximum of twelve (12) month, lease is required. Renewals are permitted without further review of the board of directors, unless tenants change. Any new tenant entering at any time is must complete an application. Units having guests of sixty (60) days or longer must complete an application and shall be considered tenants.
- e. A fee of one hundred (\$100) dollars, plus whatever additional amount (if any) is needed to cover associated costs of checking records, is required with each application.
- f. The board of directors will act on each application in a timely manner. Twenty four (24) hour notice of interviews with proposed tenants and unit number they will occupy will be posted on the bulletin board next to the mailboxes.
- h. Moving furniture will be limited to 8AM to 9PM.

#### X. Guests

- a. Guests of owners and tenants are to be made aware of these Rules and Regulations, and must make application to the board of directors for approval sixty (60) days after the first overnight stay. It is the responsibility of the owner and/or tenant to assure compliance. Unless the owner or tenant is present, invitees of guests are not permitted.



#### XI. General Conditions

- a. No owner, tenant, guest, invitee, or occupant is authorized to reprimand or give orders to any other owner, guest, invitee, or occupant.
- b. Any complaints or concerns over infractions must be directed to the board of directors, signed by an owner(s), and deposited in the association slot at the upper right receptacle of the first floor mailbox adjacent to the elevator.
- c. Keys to all units must be left with the board of directors for authorized access under condominium documents and for emergencies.
- d. The board of directors will not provide entry to any unit to any person except in the case of bona fide emergency or maintenance/security checks as authorized in writing by owner(s).
- e. No waterbeds or other items deemed to create a potential structural or safety hazard are permitted in any unit.
- f. Any owner who becomes, or anticipates becoming, absent from his or her unit for more than twenty-eight (28) consecutive days must authorize a person or firm to check toilets, plumbing, air conditioning, sinks, and drains on at least a monthly basis, with the name of the authorized person being provided to the board of directors in writing.
- g. Seasonal decorations on doors and windows are permitted if no damage to common areas occurs from use or attachment.
- h. No sounds emanating from any unit shall exceed cause disruption to any other unit occupant or to the users of the common areas. The City of Fort Lauderdale noise ordinance is applicable at all times, and will be enforced by the Fort Lauderdale Police Department. Owners will notify the board when upgrading or replacing flooring in their units.

#### XII. Corrective Action

- a. Upon proper notice to the affected owner, tenant, or other individual, the board of directors shall exercise its rights as available under Florida law, the Declaration of Condominium, Articles of Incorporation, and By-Laws to enforce these Rules and Regulations.
- b. Action by the board of directors dealing with complaints or other matters which come to the board's attention may range from verbal or written requests or warnings, to the imposition of fines or assessments as permitted by law, to legal action, or removal of tenants, guests, or invitees, following appropriate opportunity for response, fact-finding, and due process.
- c. Owners are responsible for all damage to common areas caused by themselves, their tenants, guests, or other invitees.