Rules, Regulations, and Responsibilities for River Dance Condominium Association, Inc.

Approved September 25, 2013

The following Rules, Regulations, and Responsibilities supplement those contained in the Declaration of Condominium for River Dance, a Condominium. They are applicable to all occupants of all units as well as to all unit owners.

- The entranceways, passages, vestibules, halls, and similar portions of the Common Elements shall be used only for ingress and egress to and from the condominium property. No carts, bicycles, carriages, chairs, tables or other similar objects shall be stored in them.
- 2. Each unit owner's personal property must be stored within the unit or designated storage areas.
- 3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
- 4. No articles shall be placed in hallways, stairwells, or entranceways.
- 5. Neither rugs, laundry, nor other articles shall be shaken or hung from windows, balconies, doors, or exterior walls. However, a unit owner may display in a respectful way one portable, removable United States flag on Armed Forces Day, Memorial Day, Flag Day, Independence Day and/or Veterans Day. A unit owner may also display in a respectful way portable, removable flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard on those days. Flags may not be larger than 4 ½ feet by 6 feet.

Items kept on balconies are limited to potted plants of reasonable size, furniture intended for patio use, and electric grills. Plants must be placed within decorative pots, must remain within the balcony rails, and may not become attached to any part of the building. Propane and charcoal grills are not allowed. No items may be attached to or mounted on the balcony walls or railings.

6. Garbage and other refuse shall be placed only in designated areas. All garbage shall be appropriately bagged; other refuse deposited in the trash chute shall also be appropriately bagged. Cardboard boxes are not allowed in the trash chute and shall be broken down and brought to the first floor refuse room.

- Employees of the Association are not to be engaged by unit owners for personal errands, which are not within the scope of the applicable employee's duties. The Board of Directors shall be solely responsible for directing and supervising any employees of the Association during working hours.
- 8. The Association will retain a pass-key to all units. No unit owner shall alter any lock or install any new lock without notice to the Board of Directors, and the unit owner shall provide the Association with a currently working key.
- 9. Food and beverages shall not be consumed within the Common Elements except in a manner specifically approved for such purpose.
 - a. Food and beverages may be served in the Social Room.
 - b. Food served in the Media Room and Conference room shall be limited to snacks and beverages.
 - c. Food and beverages may be served in the Courtyard.
 - d. Food is not allowed in the fitness center, sports deck, or pool deck. While beverages may be consumed in these areas, glass containers are prohibited.
- 10. Curtains, drapes, and other window coverings (including their linings) which face on exterior windows or glass doors of units shall be white or off-white in color, unless otherwise specifically approved by the Board of Directors. (1) No colored lights of any kind, including Christmas lights, shall be displayed on the exterior of any unit by a unit owner. (1) Light displays of any color, including white and clear, are prohibited.
- 11. Aluminum foil may not be placed in any window or glass door of a unit, and no reflective substance may be placed on any window or glass door in a unit unless previously approved by the Board of Directors for energy conservation purposes.
- 12. No exterior antenna, aerial, or satellite dish shall be permitted on the condominium property.
- 13. No boats, jet skis, trucks over ¾ ton, commercial vehicles, trailers, recreational vehicles, motor homes, or other motor vehicles may be placed, parked, or stored upon condominium property for a period of more than four hours, unless the vehicle is necessary for repair of a structure or for building & grounds maintenance. Four-wheel passenger automobiles, non-commercial vans or pick-up trucks, motor scooters, motor cycles, and other vehicles as determined by the Board of Directors, may be parked in the secured parking area. Motor scooters and motor cycles may park in the owner's assigned parking space or in an area designated by the Board of Directors. No maintenance or repair shall be performed upon any motor vehicle or boat within the condominium property.

- 14. No storm or hurricane shutters may be installed by a unit owner unless they comply with the specifications, design, color, and style approved by the Board of Directors. Storm or hurricane shutters may not be lowered unless needed for storm or hurricane protection or for maintenance and repair.
- 15. No signs, advertisements, notices, or lettering may be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the Common Elements or any part of a unit so as to be visible outside the unit. Additionally, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed, or placed upon the outside walls, doors, windows, roof, or other portion of the building or on the Common Elements.
- 16. Pets shall not be permitted to become a source of annoyance or a nuisance to unit owners or occupants of units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.
- 17. Pets are permitted, subject to the following rules.
 - a. Pets are limited to dogs, cats, fish, birds, hamsters, and any other pets identified by the Board of Directors as common household pets. Exotic animals, including reptiles and spiders, are not permitted.
 - b. Renters are allowed to keep pets in the unit during their residence, provided the unit owner agrees in writing and provides a copy of the agreement to the Manager, and the renter's pets conform to all the provisions of the Association's governing documents.
 - c. No more than two dogs or two cats (or one of each) may reside within any owner occupied unit. There is no weight restriction for dogs belonging to owners and residing in owner occupied units. No more than two cats or one dog (or one of each) may reside in a renter occupied unit. The adult weight of any dog residing in the unit of a renter may not exceed thirty pounds. Cats belonging to either owners or renters must not weigh more than 20 pounds.
 - d. Guests are not allowed to bring pets onto the condominium property.
 - e. Aggressive breeds of dogs (pure breeds or one-half or more mixed breed) are not allowed, including, but not limited to the following: pit bulls, American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, Bull Terrier, Mastiff, Rottweiler, Doberman pinscher. Any dog suspected of being aggressive must successfully pass screening for temperament.
 - f. No more than one small domestic bird may be kept in a unit. No domestic bird of a variety which will emit sounds that can be heard in contiguous units may be kept by a unit occupant.
 - g. Aquariums may not exceed ten gallons in capacity. Only one aquarium per unit is permitted.
 - h. No dog or cat shall be permitted outside of its owner's unit unless attended by an individual willing and able to fully control it. The pet must be on a leash not

more than six feet long, caged, or carried. Pets are never allowed to run freely on any part of the condominium property except inside a unit and may not be left unattended on balconies.

- i. Pets are not permitted in any part of the Common Elements except when they are leashed, caged, or carried. Pets going in and out of the building must use an entrance on the west end of the building or the east garage entrance. They may use either the west elevator or the service elevator, but may not use the east elevator. Pets shall not be walked through the front lobby entrance.
- j. Pets are not permitted in the pool or courtyard area, the Sports Deck, the Media Center, the Business Center, the Conference Room, Fitness Center, or the Social Room.
- k. In the event that any pet should have an accident in a common area, the pet attendant must immediately pick up, or soak up, and wash down the affected area.
- I. Pet waste on outdoor condominium property must be picked up by the pet attendee and disposed of in a trash container. The attendant is responsible for carrying the appropriate container.
- m. Puppies born to a resident pet dog may not live in the building beyond eight weeks of age.
- n. Any person maintaining a pet on the Condominium Property shall be fully responsible for, and shall bear the expense of, any damage to person or property resulting there from. Any such damage shall be determined by the Board of Directors of the Association and paid by the unit owner or lessee within fifteen (15) days after notice from the Association. The Association shall have the ability to require pet owners to provide a security deposit in an amount determined by the Board of Directors, which shall not be unreasonable or excessive, to be held by the Association as a security deposit in an account specifically created for security deposits to address any damage caused by a pet. Claims against the deposit shall be governed under the procedures and processes for security deposit claims set forth in Chapter 83 of Directors of the Association and paid by the unit owner or lessee within fifteen (15) days after notice from the Association.
- o. All pets shall be kept quiet at all times so as not to disturb residents. If the Board of Directors determines, in its sole judgment, that any particular pet is a disturbance or a nuisance, it shall have the power to compel the owner thereof to remove said pet from the condominium property, after notice and a hearing as provided in the governing documents of the Association, notwithstanding the foregoing provisions.
- p. Pets must be registered in the condominium office. Information required includes verification of rabies immunization and any other information requested by the Board of Directors. In the case of dogs belonging to renter, documentation of the dog's weight by a veterinarian is required. In the case of a puppy residing in a renters unit, a veterinarian's estimate of the animal's adult

weight is also required; in this instance, puppies with estimated adult weights exceeding thirty pounds are not permitted.

- 18. A unit owner may not make disturbing noises in the building or permit his/her family, employees, agents, visitors, or licensees to do so. An owner may not play or permit to be played any musical instrument, stereo system, television, radio or the like in a way that unreasonably disturbs or annoys other residents.
- 19. No radio, television or other electronic equipment shall be permitted in any unit if it interferes with the television or radio reception of another unit.
- 20. No flammable, combustible, or explosive fluids, chemicals or other substances may be kept in any unit or in the Common Elements, except those commonly used for normal household purposes.
- 21. A unit owner who is absent during any part of the hurricane season must remove all items from his/her balcony or patio before departure. In response to a local hurricane warning, the Association is required to remove all such items, which may be done at the owner's expense.
- 22. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them while they are within the condominium property. Full compliance with these Rules, Regulations, and Responsibilities and all other rules of the Association shall be required of children. Children may not play in the hallways, stairways, entranceways or other areas where to do so would be disturbing to residents. Children under the age of twelve years are not permitted in the lobby or other areas that may be designated by the Board of Directors, unless accompanied by an adult.
- 23. No unit may be rented more than four times in any calendar year, with each rental period being at least thirty consecutive days in length.
- 24. Every unit owner and occupant shall comply with these Rules, Regulations, and Responsibilities, and any other rules adopted the Board of Directors, as well as comply with the provisions of the Declaration, and By-Laws of the Association. Failure of a unit owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions. In addition to all other remedies, a fine or fines may be imposed upon the unit owner for failure of the unit owner, his/her family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or By-Laws, provided the following procedures are adhered to:
 - a. <u>Notice</u>: Any alleged violation shall be set forth in a written notice to the unit owner or tenant, signed by an officer of the Association, which shall state the

alleged violation and inform the unit owner or tenant that they have a right to contest the fine by delivering written notice to the Association within ten (10) days after receipt of the notice alleging the violation. If the unit owner or tenant timely and properly objects to the notice of alleged violation, a Committee of other unit owners shall conduct a hearing within thirty (30) days after receipt of the unit owner or tenant's objection and shall give the unit owner or tenant not less than fourteen (14) days written notice of the hearing date.

- b. <u>Hearing</u>: At the hearing, the appropriate Committee shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred and if a fine is appropriate. If the Committee does not agree that the fine is appropriate, it shall be changed or waived. Any fine shall be due and payable within ten (10) days after written notice of the imposition by the committee.
- c. <u>Amount</u>: No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided, however, that no fine shall, in the aggregate, exceed \$1,000.00. Fines for violations will be set at \$100.00 per violation, which may be levied on the basis of each day of a continuing violation, up to a maximum of \$1,000 per occurrence, as set forth by the Condominium Act. 1
- d. <u>Payment of Fines</u>: Fines shall be paid not later than ten (10) days after notice of the imposition by the committee.
- e. <u>Application of Fines</u>: All monies received from fines shall be allocated as directed by the Board of Directors.
- f. <u>Non-exclusive Remedy</u>: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such owner.
- g. <u>No Lien</u>: No fine will become a lien against a Unit.
- 25. These rules, regulations, and responsibilities apply to all owners and occupants of units. The Board of Directors may (but need not) grant relief to one or more unit owners from specific rules and regulations, and responsibilities upon written request for such relief and good cause shown as determined by the Board of Directors in its sole opinion.

26. Parking Garage:

- a. The speed limit will be 10 miles per hour.
- b. Current vehicle identification information, including make, model and license plate information shall be provided to the Association. This requirement pertains to all vehicles including motor scooters and motorcycles.
- c. The vehicles of residents must have a current tag.
- d. Residents must park in their assigned spaces only.
- e. Any guest parking overnight in the private parking section of the parking garage must be registered.

- f. Parking shall be "head-in" parking only; no "back-in" parking is allowed.
- g. Violators of the parking rules shall have their vehicle towed at their own expense.

27. Media Center:

- a. A \$500 refundable damage deposit, to be paid by the owner, is required to reserve the Media Center. A charge determined by the Board of Directors will be levied for any clean up necessary; the standard charge may be increased depending upon the magnitude of the clean-up required.
- b. Residents must be instructed as to how to operate the equipment by an agent of the Association prior to use and must be in attendance during usage of the Media Center.
- c. There will be no commercial use of the Media Center.
- d. Persons under the age of 16 are not permitted to operate any Media Center equipment.
- e. Media Center usage will be limited to twice per month per unit, unless reservations are available after 1:00 p.m. the same day.
- f. The Media Center will be closed nightly from midnight until 8 a.m.
- g. Organization sponsored events take priority over other reservations.
- 28. Social Room:
 - a. A \$500 refundable damage deposit, to be paid by the owner, is required to reserve the Social Room. A charge determined by the Board of Directors will be levied for any clean up necessary; the standard charge may be higher depending upon the magnitude of the clean-up required.
 - b. No commercial use is allowed. One hundred percent charitable events as well as community, Police Department, and Fire Department events are allowed with the pre-approval of the Board.
 - c. Guests must park in the garage or around the lake. They must use side entry (the east garage door) for loading and/or unloading any social room items.
 - d. Exterior doors must remain locked and secured at all times. Should an exterior door be propped open at a social function, a fine of \$100 will be assessed because of compromised security to the building.
 - e. The resident host must be in attendance when the social room is being used for private functions.
 - f. Hours of use: Sunday through Thursday, 8am 10pm, Friday and Saturday, 8am midnight.

29. <u>Guest Suites</u>:

a. Reservations shall be for no more than a maximum of seven consecutive days, and cannot be made more than four months in advance.

- b. A \$500 refundable damage deposit, to be paid by the owner, is required to reserve a Guest Suite. The deposit will be held and returned provided that no damage repair or extensive clean-up is required.
- c. A daily reimbursement fee for the guest suites must be paid by the Owner and not by the guest. The amount of the reimbursement fee is determined by the Board of Directors.
- d. The host must be in residence when a guest suite is being used.

30. <u>Pool</u>:

- a. Glass is not allowed on the pool deck or in the pool. (Should broken glass enter the pool, the Association is required by law to drain the pool.)
- b. Smoking is prohibited within the fenced pool area.
- c. Swimmers must use stairwells to enter and exit the building when going to and from the pool area.
- d. Shirts/cover-ups and footwear are required in the building when going to and from the pool area. Only attire intended for swimming is allowed in the pool. Swimming attire is not permitted in the common areas except when directly coming or going to the pool.
- e. Swimmers must dry off before entering the building. (No dripping on floors or carpet.)
- f. Noise disturbing other residents is not allowed.
- g. A maximum of six persons (residents & guests) per unit is allowed.
- h. Private pool parties on the pool deck or in the court yard are not allowed.
- i. Standard pool restrictions posted in the pool deck area are automatically incorporated into these rules. No diving or running.
- j. The pool is open from 30 minutes before sunrise to 30 minutes after sunset.

31. Conference Room and Business Center:

- a. The number of persons in the Conference Room may not exceed ten.
- b. Commercial meetings are allowed.
- c. Invitees of the conference room shall be personally escorted by the resident host through the building to the conference room.
- d. The Conference Room must be reserved in advance, with a list of the names of attendees to be provided to the Office.
- e. Business Center equipment use is restricted to resident owners and renters.
- 32. <u>Common Areas</u>:
 - a. All outside doors shall remain secured and fully closed at all times.
 - b. Litter is not permitted in any of the common areas.
 - c. Residents taking bicycles in or out of the building may use only the service elevator and service elevator door.

33. Fitness Center:

a. Persons under sixteen years of age are not allowed in the Fitness Center.

- b. The number of guests using the fitness center at any given time shall be limited to two guests per unit.
- c. Appropriate attire is required, including shirts and shoes.
- 34. Sports Deck Area:
 - a. The Sports Deck will close nightly at 10:00 p.m.
 - b. A maximum of 10 persons (residents & guests) per unit is allowed.
- 35. <u>Guests</u>: Guests shall wear guest identification tags (available in the office) if they wish to use the pool, sports deck, or fitness center while unaccompanied by their host.
- 36. No sublease, assignment, or renewal of a lease shall be allowed without the prior written approval of the Board of Directors.