

Approved

Rio Plaza Condominium Association

Rules & Regulations

The Rio Plaza Condominium Association welcomes you. In an effort to make Rio Plaza an enjoyable residential building, the Board of Directors has adopted the following Rules and Regulations for all persons living at or visiting our building. Thank you for taking the time to become familiar with this document.

Rules and regulations are necessary to maintain smooth operation of the property and to ensure a pleasant, comfortable, safe and enjoyable living experience. In addition, we encourage all residents to report any maintenance or housekeeping problems or issues that they may see anywhere within the property to the Management company. We hope that these standards will help protect and promote the value of our homes.

The Declaration of Condominium Ownership (“Declaration”) contains **additional** rules, restrictions and other provisions relating to ownership and use of the units at Rio Plaza. All of the provisions of the Declaration are binding on all unit owners whether or not re-stated in these Rules. These Rules and Regulations, the Declaration, and other documents related to the use of the property are available from management and maintained on the Rio Plaza website.

We welcome your suggestions and feedback.

Rio Plaza Board of Directors.

The following rules apply to the common elements and to the use of units affecting common elements. Units and common elements are also subject to use, occupancy, and alienation restrictions as contained in of the Association Declaration.

ARTICLE I: USE OF UNITS AFFECTING COMMON ELEMENTS

Section 1.1 - Use and Occupancy Restrictions. Subject to the provisions of the Bylaws, no part of the property may be used for purposes other than housing and the related common purposes for which the property was designed. Each unit shall be used as a residence or such other use permitted by this Association Declaration, and for no other purpose. Persons occupying units shall be the named owner(s) as identified on the deed and submitted to the Association at the time of purchase.

Each unit is to be used only as a residence. No Unit shall be used for transient housing purposed and no Unit may be used by nonresident Unit owners for the principal purpose of business entertaining. Each unit shall be occupied by no more than 2 persons per bedroom, including children. One guest may be permitted in a year for a total of forty-five (45) days for all guests cumulatively for each apartment.

The Board of Directors may enforce this provision by means of legal action, a fine, or both.

Section 1.2 – Grills & BBQs. Grilling and Barbecuing is not allowed. No charcoal cooker, smoker, electric grill, or the use of anything flammable is permitted on premises.

Section 1.3 – Unit Condition. Each unit owner shall maintain his/her unit in good condition and in good order and repair, at his/her own expense. A unit owner shall not do or allow anything to be done in his unit which may create a hazardous condition or increase the cost or cause the cancellation of insurance on other units or on the common elements.

Section 1.5 – Pets. Pets shall not in any way disturb any other Condominium Unit Owners and shall be kept on leashes at all times or hand carried throughout the Common Elements of the Condominium Property. Pets must be with their owners at all times. A Unit Owner may keep one (1) cat or one (1) dog, fish in a fish tank or small caged birds. No other pets are permitted. Lessees, tenants or guests are NOT permitted to keep any pets.

ARTICLE II: GENERAL USE OF COMMON AND LIMITED COMMON ELEMENTS

Section 2.1 - Obstructions. Common areas, hallways, sidewalks and stairways must be kept free of all obstructions including, but not limited to, boots, shoes, rain gear, baby carriages, bikes and mats.

Section 2.2 - Smoke-Free Building. Rio Plaza is a smoke-free building. Smoking is prohibited in common areas including the lobby, elevators, hallways, stairwells, and laundry room.

Section 2.3 - Security. Do not let unknown persons enter the building behind you. If a stranger follows you into the building, or a suspicious person is discovered on the premises, notify Management and the Police Department. Unit owners may **not** use lockboxes unless approved by the Board of Directors.

Section 2.4 - Exterior Appearance. No unit owner shall display, hang, store, or use any clothing, laundry or other articles outside his unit, or which may be visible from the outside of his unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his unit, or install outside his unit any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind (with the exception of the US flag during National Holidays).

Section 2.5 - Outside Grounds. Outside grounds are for the enjoyment of all residents. No work such as cleaning rugs, painting, refurbishing furniture, washing cars, etc., may be done on the outside grounds. There shall be no littering on the premises; this includes residents as well as their service animals. There shall be no walking, lying, or playing on the grass. Skateboards, roller blades, or roller skates are not allowed. Bicycles may not be parked on association property.

Section 2.6 - Laundry Room. The laundry rooms are for residents only. Laundry room hours are 5:00 am to 11:00 pm. Neither the Board, nor the Association, nor the Management, nor building employees are responsible

for any damage to, or loss of, residents' laundry. Machines are to be used for the sole purpose of washing personal clothing. The machines are not designed to hold animal bedding or large comforters. Those items must be washed off site.

ARTICLE III: ACTIONS OF OWNERS AND OCCUPANTS

Section 3.1 - Annoyance or Nuisance. No unlawful, noxious, or offensive activities shall be carried on in any unit or elsewhere on the property, nor shall anything be done therein or thereon which shall constitute a nuisance, or which shall in the judgment of the Board cause unreasonable noise or disturbance to others. No one shall be permitted to play or loiter in any common area, including the driveways or other entrances of the building. Residents shall not permit or participate in activities in the units or common areas that will unreasonably disturb or interfere with the rights of other unit owners' or occupants' comfortable use of their units.

Section 3.2 - Unit Construction and Remodeling - Unit owners and contractors must comply with the requirements for construction and decorating outlined in the "Construction Requirements & Agreement" document, which is available from the Property Management. The unit owner is responsible for contacting the Property Management Company for the construction application. No work may start without approval. For minor repairs contact the Property Management Company. Unit owners and contractors must adhere to the following requirements for Noise/Hours of construction:

"Type 1" noise is usually associated with home repairs or construction such as chipping, hammering, drilling and pounding. Noise which can be easily transmitted from one unit to another through common walls, floors, doors ceilings and chases is considered "type 1" noise.

Any activity which creates Type 1 noise is allowed ONLY during the following times: 9 a.m. to 5 p.m. Monday through Friday. *Type 1 noise is not permitted on Saturday, Sunday, or holidays.*

"Type 2" noise is usually associated with minor remodeling or repairs which only occasionally penetrate the perimeters of the unit. Work such as painting and wall papering are not considered noisy work and fall under Type 2 noise. Carpet removal that does not involve hammering would also be considered Type 2 noise.

Any activity which creates Type 2 noise is allowed at the following times:

9 a.m. to 5 p.m. Monday through Friday

9 a.m. to 3 p.m. Saturday

Type 2 noise is not permitted on Sundays or holidays

Section 3.3 – Balcony, Windows and Screens. Residents are to keep the balcony clean and tidy but ARE NOT ALLOWED to pour water onto the balcony in order to clean it. Damp mops only are to be used. No chemicals or cleaning products should be spilled out of the drains of the balcony. It is prohibited to throw items from the balcony or windows. If any damage is caused to the units below or to the cars in the parking lot, the owner of unit that caused the damage will be responsible for all charges. Plants must be kept in a planter and have a reservoir for the excess water. There are no Air Conditioning units allowed to be installed on balconies or Windows. Owners are responsible for preparing for Hurricane or Storms by removing all items from balcony. If an owner is traveling during the Hurricane season, they are responsible to have someone available to prepare the unit for the storm.

ARTICLE IV: GENERAL ADMINISTRATIVE RULES

Section 4.1 – Move-in/Move-out. Any resident moving into or out of the building must make prior arrangements with Management (48 hours in advance) for the use of the elevator. These arrangements should be made as soon as moving details are completed. **Unscheduled moves are prohibited. Furthermore, the following rules apply:**

1. Moves may NOT begin earlier than 9:00 a.m. nor continue later than 5:00 p.m.
2. Moves are NOT permitted on Sundays or legal holidays
3. Violation of the move in/out policy may result in a fine.
4. Owners will be required to pay a \$500 refundable damage deposit, to the Property Management Company upon scheduling a move into or out of the building.

5. The deposit must be received by office personnel BEFORE the move begins. If no deposit is left with Management before the scheduled time of the move, the elevator will not be made available for use. Further, hired movers shall not be permitted to enter the building if no deposit fee is presented. Moving company must also provide insurance documents at least 48 hours before moving day.
6. The lobby, corridor, elevator, and other Common Elements are to be inspected jointly by a representative from Management and the unit owner before the move. These same areas are to be inspected in similar fashion after the move is completed. It will be the responsibility of the resident or owner to schedule this inspection.
7. If no damage is caused to the common elements or another unit by the respective unit owner, or their agents (e.g., hired movers, moving personnel), then the deposit shall be refunded in its entirety. If damage is caused, the repair cost shall be deducted from the deposit and the balance shall be refunded. In the event that the cost to repair damages exceeds the deposit, the unit owner or shall be responsible for the full amount required to repair the damage.
10. Each unit owner is responsible for ensuring that the movers employed to conduct the move lay unwrapped Masonite on top of the corridor carpeting from the elevator to the unit door during the move.

Section 4.2 – Bulk Trash and Recycling. Unit owners will not dispose of bulk trash, furniture, appliances, etc.... outside the building, in or near the trash room or recycling area. These items may be disposed of at the City’s monthly bulk trash pickup points or coordinate for private disposal at the owner’s expense. Contact the City of Miami for specific dates and times. If the bins are full, then unit owner must wait until the bins are empty or take the recycling materials to the City of Miami recycling collection point. **ALL BOXES MUST** be broken down before fitting them in the bin. No recyclable trash shall be left outside or on top of the bins.

Section 5 – Purchasing & Rental Rules

Each person, age 18 and above, must submit a separate application and the following minimum requirements met:

Rentals/Purchases:

- An Application fee of \$100.00 must be paid per occupant over 18 years old and per married couple.
- A minimum credit score of at least 600 is required for at least one occupant.
- Income must be 3 times the monthly rent for the property (combined for all residents).
- Excellent rental history: Evictions or unresolved disputes will immediately disqualify an application.
- A common area security deposit of \$500.00 is required for all leases. The security deposit will be held in a separate account and returned upon move out of the tenants, should there not be any damage to the common areas and no violation fines.

Rental & Ownership History:

Applicants must not have any outstanding evictions or foreclosure judgements. Applicants with a bankruptcy filed within 5 years will also be disqualified.

Criminal History:

Individuals cannot have been convicted of a misdemeanor or felony charge, or currently under prosecution. Individuals cannot be charged of a misdemeanor or felony charge involving illegal substances or a crime against persons or property in the last 3 years.

Occupancy:

The number of occupants is limited to 2 persons per bedroom, including children.

**** These Rules & Regulations are subject to Florida laws as they are “amended from time to time.”**