1925 Madison Condominium Association, Inc. : Rules and Regulations

- 1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or Common Elements; nor shall any carts, bicycles, carriages, chairs, tables, planters or any other objects be stored therein, except in areas (if any) designated for such purposes.
- 2. The personal property of Unit Owners and occupants must be stored in their respective Units.
- 3. No linens, cloths, clothing, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
- 4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any direct or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
- 5. No garbage, refuse, trash or rubbish shall be deposited except in the dumpster. No trash is to be left on the floor. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All garbage should be bagged prior to disposal in the dumpster. Please keep the gate to the dumpster closed when not depositing trash.

Bulk items (i.e. furniture, mattresses and the like) should not be deposited into the dumpster. In the event disposal of a large item is required please contact the City of Hollywood or another private disposal company to arrange for a bulk pickup.

- 6. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
- 7. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Curtains and drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color, or otherwise shall require the prior written approval of the Board, failing which, they shall be removed and replaced with acceptable items. Notwithstanding anything herein or in any of the Condominium documents to the contrary, any Unit Owner may display one (1) portable, removable United States flag in a respectful way, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day any Unit Owner may display in a respectful way portable, removable official flags, not larger than 4.5 feet by 6 feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
- 8. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
- 9. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated.

- 10. Pets. All pets must be approved by and properly registered with the Association by completing the pet registration form. All pets must be properly licensed and vaccinated in accordance with County requirements and the Association may require proof of same. Each Unit Owner may maintain one household pet in his Unit to be limited to a domesticated dog or cat weighing no more than fifteen (15) pounds. No pets may be left unattended anywhere within the Common Elements of the Condominium. Further, no pets, including cats, may be within the Common Elements of the Condominium, unless they are kept on a leash, which is a maximum of six (6) feet long. Pets shall only be walked in the area designated by the Board of Directors or otherwise must be taken off the Association property to do their business or for exercise. No guest, lessee or invitee shall bring any animal whatsoever upon the Condominium Property. No one other than a Unit Owner is permitted to keep a pet in their unit.
- 13. Leasing and Sales. All leasing and Sales of Units is subject to the prior written approval of the Association in its sole discretion. All leases must be for a minimum of six (6) months. All approvals for leasing and sales are subject to the procedures set forth in Sections 17,8 and 18.1 of the Declaration of Condominium, and are further subject to any reasonable rules and procedures adopted by the Board of Directors.
- 14. Unit Access. All owners and tenants are required to supply the Association with a key to their unit. In the event the Association is not supplied with a key and has to access the unit for an emergency or other permissible purpose as set forth in the Declaration or Florida Condominium Act, the unit owner and/or tenant will be held liable for the cost to gain access to the unit.
- 15. Leaks. If a Unit Owner or Tenant becomes aware of a leak or failure in a common element for which they believe the Association is responsible, the Unit Owner and/or tenant are under a duty to promptly notify the Association of same. A Unit Owner or Tenant's failure to promptly report any such damage to the Association's property manager could result in liability to the Unit Owner and Tenant for their negligence.
- 16. Vehicular Parking. Each one bedroom condominium is entitled to the exclusive use of one (1) parking space and each two bedroom unit is entitled to the exclusive use of two (2) parking spaces. Each owner and tenant must display a decal in their car or are subject to towing. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property other than in the specifically designated parking areas located on the Property. The foregoing, however, shall not (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; or (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within the Association until it can be towed away.

Owners and/or tenants must utilize their designated parking spaces(s) and must not use the guest parking spaces or the space assigned to another unit owner. All owners and/or tenants must register their automobile with the Association and obtain a parking decal. Cars improperly parked or not registered will be towed by the Association at the vehicle owner's expense.

Use of guest parking spaces are limited to guests and are not to be used in excess of forty-eight consecutive hours.

No person, firm or corporation shall wash, maintain or repair any vehicle (including, but not limited to, four-wheel passenger automobiles) upon any portion of the Condominium Property. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plate shall not remain upon any portion of the Condominium Property for more than two (2) consecutive days. No Owner or his or her family members, guests, invitees or tessees or their family members, guests, or

invitees shall be permitted to keep any vehicle on the Condominium Property which is deemed to be a nuisance by the Association, said decision to be made in the sole discretion of the Board of Directors.

Violation of any of these parking rules will result in the towing of the vehicle by the Association with the vehicle owner being liable for the cost of same.

- 17. Laundry Rooms. All owners and occupants should lock the laundry rooms when not in use. Additionally, residents residing upstairs are encouraged to use the upstairs laundry room while residents residing downstairs are encouraged to use the downstairs laundry room.
- 18. Gates. All gates should remain closed when not in use and the doors to the storage room should be locked at all times.
- 19. Every Owner and occupant shall comply with these Rules and Regulations as set further herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:
- (a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. A committee of other Unit Owners shall also be present in addition to the Board of Directors in order for the committee to review the infraction and penalty.
 - (b) <u>Hearing</u>: The non-compliance shall be presented to the Board of Directors after which the Board of Directors, and a committee of other Unit Owners, shall hear reasons why penalties should not be imposed. A written decision of the Board and committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.
 - (c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. Notwithstanding the foregoing, if the committee of Unit owners described above does not agree with the fine, the fine may not be levied.
 - (d) <u>Violations</u>: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.
 - (e) <u>Payment of Fines</u>: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 - (f) <u>Application of Fines</u>: All monies received from fines shall be allocated as directed by the Board of Directors.
 - (g) Non-exclusive Remedy: 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 or occupant.

20. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. All of these rules and regulations shall apply to all other owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.		
Signature Applicant		Date
Print applicant name:	:	
Signature Co-Applicant		Dete