## **RIVER YACHT & RACQUET CLUB A CONDOMINIUM**

C\O Community Association Management by Stacia Inc.,

1800 2nd Street, Suite 717 Sarasota, FL 34236 - 941-315-8044

# **Rules and Regulations**

**A. MANAGEMENT:** The River Yacht and Racquet Club is under the management of Community Association Management by Stacia, Inc.,

- 1. All problems pertaining to the common areas should be reported to CAMS.
- 2. Unit Owners are responsible for providing CAMS with keys to their unit and with alarm codes if an alarm is installed. The Condominium Act, Florida Statutes Chapter 718 .111(5) states: "The association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the association pursuant to the declaration or as necessary to prevent damage to the common elements or to a unit or units."

#### **B. MOTOR VEHICLES AND PARKING AREA:**

- 1. Each unit has been assigned one or more parking spaces in the garage at the ground level of the building. A list of the parking spaces is posted in the lobby. No Owner, lessee, or guest may use a space other than those assigned to the unit. Guest parking is available in the parking area immediately adjacent to the building.
- 2. Unless the unit Owner has the written permission of the Board of Directors, no commercial vehicle, motorcycle, motorbike, motor scooter, jet-ski, truck, trailer, vehicle which contains lettered advertising, or boat shall be allowed to park overnight on the Association property.
- 3. Any damage caused to the Association property or to another vehicle by a motor vehicle shall be the responsibility of the Owner and /or the driver of the vehicle causing the damage.
- 4. There shall be no washing of vehicles or repair work on a vehicle on the Association property.
- 5. At no time shall a vehicle be parked on the grass of the Association property or in a fire lane.

## C. TRASH AND GARBAGE:

- 1. No lumber, metals, bulk materials, appliances, flammable materials, chemicals, etc. are allowed in the trash chutes and /or in or along the sides of the dumpster. All refuse and garbage shall be placed in small and secure plastic bags before depositing them in trash chutes or the dumpster. No loose garbage of any kind may be put down in the trash chutes.
- 2. Grocery carts must be returned to the garbage room promptly. Carts may not be left in the lobby, entrance way, elevator, or walkway.
- 3. At no time may garbage or trash be left outside any unit door or in the hallway.

- **D. COMMON FACILITIES:** The common facilities of the River Club are for the use of Owners, their lessees, guests, and invitees. Any damage to the common property caused by an Owner, lessee, guest, or invitee shall be repaired at the expense of the Owner. The Association shall have a lien against the Owner's unit for any expense made by the Association due to damages.
- **E. ELEVATOR:** Do not hold the elevator while you chat. Just because you can't see anyone does not mean that there might not be others waiting to use the elevator. Owners and renters should advise workmen and movers not to hold the elevator while making several trips to the truck, but to move furniture/material to the Lobby before loading the elevator; likewise, unload the elevator of all furniture/material, then move it into! the apartment.
- **F. SOLICITATION:** No solicitation shall be permitted anywhere on the Association property. No commercial enterprise or business shall be conducted on the Association property or in an Association unit.
- **G. PETS**: One pet, under twenty pounds, may be kept in a unit with the advance written permission of the Board of Directors. Any pet which becomes a nuisance, at the discretion of the Board of Directors, shall be removed upon written notice from the Board of Directors. All pets must be restrained and kept on a leash when outside the unit. All waste must be cleaned up immediately and no pet shall despoil the common property. No pet is allowed in the clubhouse or pool area.

#### H. BALCONIES:

- 1. No propane or charcoal fueled grills shall be used or stored on balconies or within the building. Electric grills are permitted. (City Ordinance No. 2699 Art. # 1, See. 10-31.2)
- 2. Balconies are not to be used as a storage place for bicycles and large toys or for drying and airing clothing, towels, etc... (City Ordinance No. 2699, Art. 1. Sec. 10-3:1,1)
- 3. Only patio furnishings and plants (real or artificial) and small decorative items are permitted to be permanently stored on the balconies.
- **I. ADDITIONAL STRUCTURES:** No tents, trailers, shacks, or other structures shall be permitted at any time on the Association property or be used as a temporary or permanent residence.

## J. HALLWAYS AND COMMON AREAS:

- 1. Small items such as a decorative planter, door mat or similar items may be placed adjacent to the entry door of the unit. Large items such as bicycles or furniture of any kind are not allowed in the hallways or any common area, including stairwells. Any item deemed a hazard by the Fire Marshall shall be ordered removed immediately.
- 2. In the event a written complaint is filed by an Owner or tenant with the Association and the complaint is deemed reasonable by the Association, the party to whom the items(s) belong shall be responsible to remove it within 24 hours.
- 3. No smoking is permitted in the Clubhouse, the elevator, stairwells, hallways, or the lobby entrance.

- 4. In consideration of other residents, the volume of all sounds, including radios, TVs, stereos, etc. should be kept to a reasonable level.
- 5. Unit occupants and guests should respect the cleanliness of the common areas.
- **K. CLUBHOUSE:** A unit Owner or lessee may use the clubhouse for a private function provided that written approval of the Board of Directors Is first obtained. The unit Owner or lessee must provide the Board of Directors with information regarding the nature of the function, the number of persons to attend and the date and hours of the function. The Board of Directors may approve or disapprove of the request at its discretion. If approved, the unit Owner or tenant shall pay, in advance, a \$200.00 security deposit as well as a rental fee to be determined by the Board of Directors. The security deposit may be refunded by the Board of Directors after an inspection of the clubhouse after the function.
- 1. When using the Clubhouse, all residents or their guests should wear appropriate street attire, except for exercise or therapy activities. Wet bathing suits are always prohibited in carpeted areas. Rules and Regulations, page 3 of 5 Revised 02.09.17 2. Children under 16 years of age may not use the Clubhouse without adult supervision.
- 3. The last person leaving the Clubhouse should see that the lights are turned off, that debris are removed, and that all doors to the Clubhouse are locked.
- **L. SWIMMING POOL:** Owners, renters, and guests shall obey swimming rules as posted at the pool and required by the Health Department. In addition, the following rules shall pertain to the River Yacht and Racquet Club swimming pool:
- 1. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool. Note: Swim diapers are recognized as waterproof clothing.
- 2. Suntan oils and lotions must be showered off before using the pool. Towels are to be placed on the furniture when oils or lotions are used to prevent staining other clothes or the furniture.
- 3. Beverages must be in metal or plastic containers. No glass bottles or glass items are allowed on the pool deck.
- 4. Children under 14 years of age must be supervised by an adult.
- 5. No ball playing, running games, skates, skateboards or loud or disturbing noises are permitted.
- 6. As a safety precaution, no diving is allowed in the pool. Persons using the pool do so at their own risk.
- 7. Pets are not permitted in the pool area at any time.
- 8. Radios and tape machines without headphones are not permitted.
- 9. Flotation equipment such as swim fins, scuba gear, balls, toys, etc. are permitted in the pool area only when the user is present. These items must be removed when the user leaves the pool area.
- 10. Any person without swimming skills must be accompanied by a person with swimming skills, regardless of age.

#### M. CHILDREN'S RULES:

- 1. There is to be no bicycle riding, ball playing, roller skating, frisbee throwing and the like permitted in the common areas. There shall be no bouncing of balls or other objects against the inside or outside walls of the buildings.
- 2. No skateboarding or roller skating is permitted anywhere throughout the complex and roadways.
- **N. WATERBEDS:** No water beds shall be permitted on the Association property without first having obtained the written permission of the Board of Directors, which permission may be denied for any reason including but not limited to the requirement for proper insurance.
- **O. WINDOW TREATMENTS:** Window treatments must have professionally installed sun blinds or white vertical or horizontal blinds or draperies or curtains with white lining. Bed linens, towels, tin foil, reflection film, tablecloths etc., are not acceptable.
- **P. STORAGE LOCKERS**: A storage locker has been assigned to each unit and there shall be one locker allocated per unit. There may be no transfer of a storage locker without the written permission of the Board of Directors. No items shall be stored on the walkway in the locker room, and if left unattended may be discarded by the Board of Directors.

## Q. SALE OF UNITS:

- 1. A unit's sale requires Board approval prior to move-in and Owner must provide the Board with its approved application form, completed in detail, along with a fee of \$125.00, and a \$50.00 fee as permitted in the Declaration of Condominium article XIV and the Florida Condominium Act.
- 2. Condominium units are restricted to permanent residents of not more than two persons per bedroom. This number restriction does not apply to transient guests of less than one week.
- 3. A background investigation will be carried out on the applicant by the Board or its authorized representative. Every effort will be made to complete such an investigation within one business day after receipt by the Board.
- 4. Unit occupancy will not be permitted prior to Association approval by the Board or its representative

## **R. RENTAL OF UNITS:**

- 1. The minimum rental period for a unit is one month.
- 2. Condominium rentals are restricted to residents of not more than two persons per bedroom. A unit's rental requires Association approval prior to move-in and Owner must provide the Association with its approved application form, completed in detail, along with a fee of \$125.00, and a \$50.00 fee as permitted in the Declaration of Condominium article XIV and the Florida Condominium Act.
- 3. A background investigation will be done on the applicant by the Association or its authorized representative. Every effort will be made to complete such an investigation within one business day after receipt by the Association.

- 4. Unit occupancy will not be permitted prior to Association approval by the Board or its representative. A unit owner must provide a copy of the lease, when executed, for Association Rules and Regulations, page 5 of 5 Revised 02.09.17 files. The lease must contain the name(s) of every person who will occupy the unit.
- 5. Owners who rent their units must provide their renters with the Rules and Regulations. Owners are further responsible for resolving problems caused by their renters, should the renter fail to comply with these rules. In addition, Owners will be liable for any damage to the Association property caused by the renter.
- 6. Every renter shall certify that they have received, read, and understand the Rules and Regulations.
- **S. DELINQUENT FEES:** If a unit Owner is delinquent in monthly maintenance payments or special assessments more than 10 days from the due date, interest will be charged at 15% per annum or the maximum allowable by law. Any attorney fees will be charged to the delinquent unit Owner. Liens will be filed according to the Florida Condominium Act in force at the time and will be subject to interest, attorney fees and court costs. (Declaration of Condominium Section XIV, Letter Q)

#### T. RENOVATION OR REPAIR:

- **1. Renovation Notification:** Any work involving any possible structural changes within a unit or where the total renovation project is estimated to cost over \$10,000 in total then the owner must submit in writing detailed plans to the Board of Directors for review and/or approval prior to commencement of the work. The Board is to have a reasonable amount of time to review plans.
- **2. Work Activity:** All renovation or repair work (unless an emergency repair) shall be limited to Monday through Saturday. Work shall not begin prior to 8:00 a.m. nor exceed 5:00 p.m. on Monday through Friday and on Saturday does not begin prior to 10:00 a.m. nor exceed 5:00 p.m.
- **3. Duration of Renovation Project:** The maximum renovation project term shall not exceed 120 days from the initial commencement of work activity.
- **4. Security Deposit:** The Board reserves the right to require a refundable security deposit not to exceed \$1,000 to cover any possible damage to common areas.
- **5. Licensed and Insured Vendors:** All vendors/contractors hired by the owners are to be licensed (if required by law) and insured for liability. The Board reserves the right to request and require documentation prior to commencement of work.