

**RULES  
AND  
REGULATIONS**

**These Rules apply to Unit Owners, Tenants and Occupants**

*Rio Espana Condominium Association, Inc.  
1421 South Ocean Boulevard  
Pompano Beach, Florida 33062  
(954) 786-0023*

2009 Edition  
Date: 01/20/09

**RIO ESPANA CONDOMINIUM**  
**RESIDENT RULES & REGULATIONS**

1. **REFUSE** - All garbage, refuse, waste, shall be placed in TIED PLASTIC BAGS and placed in garbage chute located in laundry room on each floor. DO NOT LEAVE ANY REFUSE ON THE FLOOR. If it does not fit in the chute, it must be carried to first floor trash room and disposed of there.
2. **ACCESS TO UNITS** - Condo management shall retain a pass key to each unit. No renter shall alter any lock, install new locks, or install, post or attach any notice or sign of any type on doors of the said premises. Building manager MAY ENTER ALL UNITS for pest control purposes and any emergency that could affect the common area of the building.
3. **DAMAGES** - Renters are liable for all damages resulting from acts of neglect or any and all damages as a result of non-conformance to rules and regulations. Renters shall be liable for all damages to building caused by taking in, moving, or removing furniture or other articles of any kind. Failure to notify building manager will constitute a breach of the Rules. MOVE-INS INCLUDING DELIVERIES ARE ALLOWED MONDAY THROUGH SATURDAY FROM 9:00 AM UNTIL 6 PM. There will be NO MOVE-INS ON SUNDAYS. Only the NORTH ELEVATOR may be used for moving of any furnishings, appliances, etc. WALL PADS MUST BE HUNG IN ELEVATOR AND CARPET MUST BE LAID ON FLOOR. They can be found in the recreation room closet. Unit owner is responsible for any damage caused by movers, contractors, etc. ALL CONTRACTORS MUST CLEAN UP DAILY and must be out of building by 6:00 PM.
4. **NOISES** - No renters shall make or permit any disturbing noise in the building by themselves, family, employees, agents, visitors and licensees; nor do or permit anything by said persons that will interfere with the rights, comforts or convenience of others. Children must be kept reasonably quiet so as not to disturb the quiet enjoyment of all residents at all hours. Children must not be allowed to run or play in hallways or elevators at any time. No renter shall play or allow the playing for any musical instrument or operate or allow any sound producing objects in said premises which would be a disturbance or any annoyance to other occupants of the building between the hours of 11:00 PM and 8:00 AM. Consideration must be shown during all other hours of the day.
5. **PETS** -NO ANIMALS of any kind shall be kept or harbored in the said premises without written consent of management and owner and/or their agents. All dogs MUST BE CARRIED IN AND OUT OF THE BUILDING AT ALL TIMES OR MUST BE HELD UNDER CONTROL WITH A LEASH. No animal over fifteen (15) pounds (fully grown) shall be allowed in the building at any time. Renters shall have no more than one pet. Pet waste must be picked up by owner of pet and properly disposed of in garbage receptacles. You MUST NOT ALLOW YOUR DOG TO RELIEVE himself at any foyer entrance area. PETS ARE PROHIBITED IN THE POOL AREA. DO NOT WALK YOUR DOG in this area of the property at any time. PETS MUST NOT BE ALLOWED TO ROAM THE HALL WAYS OF THE BUILDING. PETS SHALL BE KEPT FROM EXCESSIVE BARKING or other noise making at all times. CAT LITTER MUST BE PLACED IN PLASTIC BAGS, TIED TIGHTLY AND DISPOSED OF PROPERLY. IF PET REGULATIONS ARE NOT FOLLOWED, you will be in violation of the terms of your lease and if necessary, you will be evicted for violation.

6. **POOL AREA** - Renters shall be permitted use of the pool, hot tub and pool facilities, only during such hours as posted. **POOL AREA CLOSSES AT 10:00 PM.** Renters and their guests shall comply with all Rules and Regulations pertaining to pool and hot tub as shall be made from time to time by management for the benefit, maintenance, safety and operation of same. **NO EATING OR DRINKING IN THE POOL. ANY CHILD USING POOL MUST BE ACCOMPANIED BY AN ADULT.** Children must be respectful of adults using the pool and hot tub. The hot tub is **NOT A WADING POOL** and no children under the age of thirteen (13) will be allowed in the hot tub **UNLESS ACCOMPANIED BY AN ADULT.** Children are not allowed in the pool area before 9AM each day. **CHILDREN USING THE POOL AREA MUST BE REASONABLY QUIET AT ALL TIMES. PARENTS OR RELATIVES MUST KEEP CHILDREN UNDER CONTROL.**
7. **GLASS CONTAINERS** - **GLASS CONTAINERS ARE NOT PERMITTED AT POOL, HOT TUB OR DOCK AREAS AT ANY TIME.** Be very aware of carrying open containers in hallways as you may be fined for any spills that are not cleaned up. **IT IS YOUR RESPONSIBILITY** to help keep the building clean. This is your home too!
8. **NO SMOKING** - **NO SMOKING** allowed in hallways, elevators, recreation room or any other area which may be considered a common element indoors. There are trash urns outside at both entrances for your convenience. **EXTINGUISH YOUR SMOKING MATERIALS BEFORE ENTERING THE BUILDING.**
9. **FIRE MARSHALL REGULATIONS** -By order of the marshal, unit entry doors may not remain open for any purpose other than immediate ingress or egress. **NO MATS ALLOWED** outside condo entrance doors. All stairwell doors must be closed at all times.
10. **CAR WASHING** - **NO CAR WASHING** will be allowed except in designated area. There may, at times, be notices restricting car washing by order of the city.
11. **PARKING AREA** - Vehicles with signage will be parked on south side of building. No renter will be allowed to use the parking lot for **STORAGE OF ANY VEHICLE.** No repairs of any type other than changing a tire are allowed on the property. Any vehicle with a flat tire for more than 24 hours or an expired tag **MAY BE TOWED AT RENTER'S EXPENSE.** There will be no dismantling or overhauling of motor vehicles, trucks, boats, motorcycles or similar objects on common elements or limited common property.
12. **PARKING PLACARDS** - All owners and long term renters are given a numbered parking sticker to be placed on front windshield bottom passenger side - all short term renters will be given a hanging tag to be placed on their rear view mirror which will contain dates they are to be in resident, plate #, etc. All vehicles must have a valid license tag. All vehicle information will be kept in the building manager's office. **UNAUTHORIZED VEHICLES NOT HAVING A PLACARD WILL BE TOWED FROM THE LOT AT VEHICLE OWNER'S EXPENSE.** A notice will be placed on any vehicle that does not have a placard requesting vehicle's owner to come to the building manager's office within 24 hours to properly register. The unauthorized vehicle will be brought to the Board's attention, after the 24 hour period, at which time the vehicle will be towed. All guests (more than 24 hour duration) shall be registered with the building manager.
13. **CONDITION OF CONDO** - No renter shall abuse, misuse, damage, alter or maintain an unsanitary condition in any unit. Renters are expected to clean and keep their condos in a sanitary condition. If not, their lease may be terminated.
14. **NO ITEMS HUNG OUTSIDE** - Laundry of any type or any item of a personal or unsightly nature **SHALL NOT BE HUNG** or spread to dry out or air in public view **ON ANY TERRACE OR BALCONY,** nor shall any terrace or balcony be utilized as a storage area.

15. **LAUNDRY ROOMS** - All laundry rooms WILL BE CLOSED AT 10:00 PM NIGHTLY and may not be used BEFORE 8:00 AM each morning.
16. **WINDOW COVERINGS** - Renters shall install or have installed appropriate window coverings. Bed sheets and paper, etc. are NOT ACCEPTABLE coverings.
17. **SHIRTS/COVER-UPS/SHOES** - All renters must wear shirts, cover-ups, and shoes while walking in common areas of the building. NO EXCEPTIONS.
18. **INSTALLATION OR ADDITIONS** - Renters will not install any wall coverings or any additional fixtures such as ceiling fans without written permission from landlord and building manager.
19. **GRILLS** -The use of charcoal burners, gas grills, or any open flame-producing equipment on terraces or balconies is prohibited. Renters using condo grills are RESPONSIBLE TO CLEAN AFTER EACH USE AND TO TURN OFF THE GRILLS.
20. **ACCESS TO BUILDING** -When leaving property through either the southwest or northeast security gates, be sure to close gate behind you. DO NOT ALLOW STRANGERS to walk in behind you from any entry door. Ask them to use the entry telephone for access. Your 954 area code phone can be programmed to the front entry door to allow your visitors access.
21. **SHOPPING CARTS** -Shopping carts are provided for your convenience. It is your responsibility to return them to their proper place under the east stairwell.
22. **UNIT OCCUPANCY** - A unit shall be used for one (1) family and their guests and the occupancy of each unit shall be limited AT ALL TIMES to the number of persons for which its sleeping quarters have been designed. EXAMPLE - one (1) bedroom can accommodate four (4) persons; two (2) bedrooms can accommodate six (6) persons.
23. **APPLICATION PROCESS FOR RENTERS** - It is the responsibility of each owner to explain to their renter that it is necessary to sign an application form that has been approved by the board and accompanied by a non-refundable fee of
24. **COURTESY CALL** - For safety reasons, a courtesy call to building manager when renter will not be on premises for any long period of time.
25. **DOCK USAGE** - SWIMMING, DIVING OR FISHING FROM DOCK OR BULKHEADS IS PROHIBITED. Laundry of any type or any item of a personal use or unsightly nature shall not be hung or spread to dry out or air in public view on any vessel or dock. No advertising or soliciting will be permitted on any vessel. The vessel shall not be used for business, illegal purposes, hotel or transient guest purposes.
26. **HOUSE RULES** -Any breach of these rules and regulations now in effect or as hereafter amended shall entitle the Association to 'the same relief it would be entitled to under Section 718.303, Florida Statutes, in the event of a breach of a provision of the Declaration of Condominium.

## RIO ESPANA CONDOMINIUM

Approved by the Board of Directors February 21, 2012 (1)

### ADDITIONAL RULES AND REGULATIONS OF RIO ESPANA CONDOMINIUM ASSOCIATION, INC.

#### ADDITIONAL RULES ON THE OCCUPANCY OF UNITS

1. Any individual not immediate family desiring to occupy a Unit while the owner is not in residence in the same Unit as that individual, must be approved by the Board of Directors prior to commencing occupancy. Once such individual(s) are approved by the Board for occupancy, he or she may reside in the unit while the Owner is not in residence for a maximum of fourteen (14) days, in the aggregate, in any twelve (12) month period. Any further occupancy by such individual(s) after the original fourteen (14) day period will require a new application for occupancy to be submitted to the Association, for the review and approval of the Board of Directors. These requirements shall apply regardless of whether a Lease agreement exists with the Owner and the Lessee/occupant and irrespective of whether the Lessee/occupant is paying any rent monies or other consideration to the owner. Immediate family members may occupy a unit while the Owner is not in residence, but the owner must notify the Board in advance that a family member is coming .
2. Guest occupancy of Units while the Owner is in residence in the same Unit as the Guest shall not exceed thirty (30) days, in the aggregate, in any twelve (12) month period. Any guest occupancy of a Unit which shall exceed this thirty (30) day limitation in any twelve (12) month period will be considered a lease, subject to review and approval of the Board of Directors as set forth in Article 11 of the Declaration of condominium ("Declaration"). The Association will then undertake its standard occupancy application approval procedure irrespective of whether a lease agreement exists with the Owner and the Lessee/occupant and irrespective of whether the Lessee/occupant is paying any rent monies or other consideration to the Owner.
3.
  - (a) For the purpose of the above-referenced Rule 2, a "guest" shall mean any individual other than the Owner's immediate family.
  - (b) For the purpose of the above-referenced Rules, the term "immediate family" shall be defined as: (i) the spouse of an owner; (ii) the child or children of an Owner and the child or children of an Owner's spouse; (iii) the grandchildren of an Owner and the grandchildren of a Owner's spouse; (iv) a brother or sister of an owner or owner's spouse; (v) a parent or parents of an Owner and the parent or parents of an Owner's spouse; and (vi) the spouse of any of the foregoing when his or her spouse is in rightful occupancy.
  - (c) For the purpose of the above-referenced Rules, the "twelve (12) month period" referred to shall be from the date the first such occupancy occurs. The Association shall maintain in its records the dates of all such occupancy of units.
  - (d) To the extent provided by law, the owner shall be responsible for the acts and omissions, whether negligent or willful, of any individual occupying his or her Unit, and in the event the acts or omissions of any of the foregoing shall result in any damage to the common Elements or Association Property, or any liability to the Association, the owner shall be liable to the Association for same. Furthermore, any violation of any of the provisions of the Declaration of Condominium of the Articles of Incorporation, the By-Laws, or any Rule or Regulation, by any individual occupying a unit shall also be deemed a violation by the Owner of such Unit, and shall subject said Owner to the same liability as if such violation was that of the Owner.

(e) All vehicles of any individual occupying a unit overnight, for any period, whether or not the Owner is in residence, must be registered with the Association, which shall include, but is not limited to, the submission of a copy of the driver's license of such individual.

(f) In addition to any other information required by the Board, for all applications for occupancy referenced herein and in the Declaration, the Owner must submit to the Association a signed letter stating that the subject occupant(s) have the authority to reside, access, and otherwise be present in the Unit.

***Rio Espana Condominium Association, Inc.***

1421 South Ocean Boulevard  
Pompano Beach, Florida 33062

**RULES AND REGULATIONS ACKNOWLEDGEMENT FORM**

I (We) the undersigned do hereby acknowledge receipt of the Rio Espana Condominium Association, Inc. Rules and Regulations.

**DATED:** \_\_\_\_\_

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name

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**NOTE - THIS PORTION OF FORM TO BE SIGNED AT PERSONAL INTERVIEW**

I (We) have read and understand same and hereby agree to abide by said Rules and Regulations as well as all other, condominium documents of this Condominium Association.

**DATED:** \_\_\_\_\_

_____ Signature	_____ Signature
_____ Print Name	_____ Print Name

APPLICATION COVER SHEET AND LEASE APPROVAL OR DENIAL

Date rec'd complete by Management: \_\_\_\_\_ Association Name: \_\_\_\_\_

Application Fee amount: \_\_\_\_\_ Paid by: \_\_\_\_\_

Unit #: \_\_\_\_\_ Address: \_\_\_\_\_

Maintenance Status: \_\_\_\_\_

Lessee: \_\_\_\_\_

Lessor: \_\_\_\_\_

Term of Lease: From \_\_\_\_\_ to \_\_\_\_\_

Approved \_\_\_\_\_ Denied \_\_\_\_\_ Date \_\_\_\_\_

Pursuant to Broward County Ordinance 2013-29, if the Board of Directors DENIES this application the applicant must be provided with the specific reason(s) for denial. Please indicate the reason(s) by checking the appropriate box(es) below. The specific reason(s) will be provided only to the applicant(s). The owner of the property will be provided with notice of the denial excluding the specific reason(s).

- Applicant(s) credit score(s) does not meet the Association's minimum requirement.
- False information provided on the application.
- The financial documents submitted indicate insufficient income.
- The employment history indicates a lack of continuity in any one job.
- Current employment is less than minimum time required.
- Applicant(s) has a history of prior evictions.
- Negative Criminal History.
- Negative Character References.
- The number of vehicles identified on the application exceeds the number of parking spaces allotted to each dwelling unit.
- The application indicates that a pet(s) will be housed in contravention to the Association's Governing Documents.
- Other: \_\_\_\_\_

IN THE INTEREST OF SECURITY, REDUCING ASSOCIATION STORAGE COSTS AND ENVIRONMENTAL CONSERVATION, BENCHMARK IS HEREBY DIRECTED TO RETAIN ONLY ELECTRONIC COPIES PERTINENT HERETO (AS PERMITTED BY LAW) AND TO DESTROY ALL ORIGINALS.

Check here  if you do not want the originals destroyed.

Signature of Board member: \_\_\_\_\_



## INTRODUCTION

The Rio Espana is a shared living community of Owners of 103 Units which share parking, pool area and other limited common elements. For the mutual enjoyment of our individual Ownership, it is important to set forth reminders that we live as a community. These Rules and Regulations are meant to enhance, not detract, from our community's life. From time to time, we will see areas to improve and make changes. For this reason, the Rules and Regulations may be amended to help this community grow together. Your rights and obligations are contained in the Declaration of Condominium, which everyone received when they purchased their Unit.

These Rules and Regulations for Rio Espana as established by the Board of Directors are for all persons living here and their guests. Many of the Rules are included in the Declaration of Condominium, which you accepted when you purchased your Unit. Many have been added since for the improvement of our community.

All legal Owners of Units at Rio Espana are automatically members of the Rio Espana Condominium Association. When the term "Association" is used in these Rules, it refers to the collective owners which are represented by the Board of Directors.

These rules and regulations are to be used in conjunction with the State of Florida Statutes, Chapter 718, Pompano Beach zoning regulations, and the Rio Espana Condominium Association Bylaws and Declaration of Condominium. The Rio Espana Condominium Board of Directors reserves the right of interpretation of this document.

**These Rules and Regulations may be amended or revised in accordance with the provisions of the Declaration of the Rio Espana Condominium Association.**

**RULES AND REGULATIONS  
OF  
RIO ESPANA CONDOMINIUM ASSOCIATION, INC.**

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## ARTICLE I

### Use of Units

Section 1.1 - Occupancy Restrictions. Unit Owners and occupants shall not violate the restrictions on use and occupancy of Units set forth in Paragraph 10 of the Declaration.

A Unit shall only be used for one (1) family and its servants and guests. The occupancy of each Unit shall be limited at all times to the number of persons for which its sleeping quarters have been designed.

Section 1.2 - Rental Policy. Pursuant to Paragraph 11.2(2) of the Declaration, Unit rentals for less than 30 days are absolutely prohibited. Units may be leased with approval of the Association provided and if only that the tenancy is for an original period of not less than one (1) month.

A Unit Owner intending to make a bona fide lease of his Unit shall give to the Association: (1) notice of the intention as well as; (2) a completed lease application provided by the Association and; (3) an application fee. It is understood that the Association must conduct a credit and criminal background check and therefore will require pertinent information from the intended lessee including but not limited to name, address, references, social security number and relevant financial information; (4) a refundable moving deposit fee of One hundred dollars (\$100.00).

It is understood that the Board of Directors shall have the final approval as to an intended lessee and/or its pet.

Pursuant to Paragraph 11.2(4) of the Declaration, if there is a failure to give the required notice to the Association, then at any time after receiving knowledge of the lease transaction, the Association, at its election and without notice, may approve or disapprove the transaction. If the Association disapproves the transaction, the Association shall proceed as if it had received the required notice on the date of said disapproval.

Section 1.3 - No Commercial Use. No industry, business, trade or commercial activities, other than home professional pursuits without employees, public visits or non residential storage, oversized commercial mail packages, or

other use of a Unit shall be conducted, maintained or permitted on any part of the Common Interest Community, nor shall any signs, window displays or advertising except for a name plate or sign not exceeding nine (9) square inches in area, on the main door to each Unit be maintained or permitted on any part of the Common Elements or any Unit, nor shall any Unit be used or rented for transient, hotel, motel or resort condominium purposes.

Section 1.4 - Access to Units by Association. Pursuant to Florida law and the declaration document, 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. It is strongly suggested but not mandated that the Unit Owner provide the Association with a key to be used in emergencies.

Section 1.5 - Trash. No storage of trash will be permitted in any Unit in such manner as to permit the spread of fire or encouragement of vermin. All parts of the Unit, balcony and wood deck shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor any fire hazard allowed to exist. Long term storage of rubbish in the Units is strictly forbidden.

Trash container locations and/or chutes are located on every floor. All Trash is to be placed in tied plastic bags and placed in garbage chutes located in the laundry room on each floor. If trash does not fit in a plastic bag or if the bag does not fit in the chute, it must be carried to first floor trash room and disposed of there.

Section 1.6 - Displays in Windows of Units. Unit Owners shall not cause or permit anything other than conventional curtains, draperies and blinds to be hung on the interior portion of the windows.

Section 1.7 - Cleanliness. Each Unit Owner shall keep his or her Unit in a good, acceptable state of preservation and cleanliness.

Section 1.8 - Annoyance or Nuisances. No nuisances shall be allowed upon the Condominium property or any use or practice which is the source of nuisances to residents or which interferes, with the peaceful possession and proper use of the property by its residents.

No noxious or offensive, dangerous or unsafe activity shall be carried on in any Unit, or the Common Elements, nor shall anything be done therein either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants.

No Unit Owner or occupant shall make or permit any disturbing noises by himself or herself, his or her family, employees, agents, visitors and licensees, nor permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other Unit Owners or occupants. No clothes, sheets, towels, blankets, laundry or any other kind of articles shall be hung out, shaken or placed on the balconies or deck.

No Unit Owner or occupant shall play, or suffer to be played, any musical instrument or operate or suffer to be operated a phonograph, television set or radio at such high volume or in such other manner that it shall cause unreasonable disturbances to other Unit Owner occupants between the hours of 11 o'clock p.m. and the following 8 o'clock a.m. Consideration must be shown during all other hours of the day. Children must not be allowed to run or play in hallways or elevators at any time. Children must be kept reasonably quiet so as not to disturb the quiet enjoyment of all residents at all hours.

Section 1.9 - Repairs, Remodeling or Construction in Units. Whenever major repairs, remodeling or construction is to be performed within a Unit, the Association must be notified at least seven (7) days in advance.

Workmen shall clean up after themselves when bringing materials in or out of the building and when departing in the evening.

The Unit Owner shall be responsible for ensuring that contractors and tradesmen working in their Unit are familiar with and comply with these rules.

The Unit Owner is liable for any damage to the Common Elements or to any other Unit that may occur because of construction, alterations, additions, improvements, or drilling. The Association may take whatever remedial action it deems appropriate, including legal action. All costs and expenses, including reasonable attorneys' fees, shall be charged to and paid by the offending Unit Owner.

Contractors shall park their vehicles on the South side Parking lot.

Construction, tools and other materials may not be stored in the Common Areas.

Contractors must only use the North Elevator for all construction and moves. Use of the elevator for delivery of furniture, major appliances, construction materials and other items requires protection of elevator walls. Please ensure that contractors use wall and floor pads whenever such items are brought into the elevators.

Exterior doors may not be propped open or left unlocked.

Remodeling or Construction Projects are permitted during the following hours only.

Monday through Friday:	8:00 a.m. to 6:00 p.m.
Saturday:	9:00 a.m. to 6:00 p.m.
Sunday and Holidays:	Not permitted at any time

Section 1.10 - Moving and Deliveries. Unit Owners must notify the Association and Management Office not less than seven (7) days prior to any person moving in or out of their Unit.

Movers shall clean up after themselves when bringing items in or out of the building and when departing in the evening.

The Unit Owner is liable for any damage to the Common Elements or to any Unit that may occur because of moves. The Association may take whatever remedial action it deems appropriate, including legal action. All costs and expenses, including reasonable attorneys' fees, shall be charged to and paid by the offending Unit Owner.

Movers and delivery men shall park their vehicles on the North side Parking lot for temporary loading and unloading only.

Dollies and other moving tools may not be stored in the Common Areas.

Movers and delivery men must only use the North Elevator. Use of the elevator for delivery or moving of furniture, major appliances and other items



requires protection of elevator walls. Please ensure that movers and delivery men use wall and floor pads whenever such items are brought into the elevators.

Exterior doors may not be propped open or left unlocked.

Moving in or out of a Unit and major deliveries may take place only during the following hours:

Monday through Friday:	8:00 a.m. to 6:00 p.m.
Saturday:	9:00 a.m. to 6:00 p.m.
Sunday and Holidays:	No moves allowed.

## ARTICLE II

### Use of Common Elements

Section 2.1 - Obstructions. There shall be no obstruction of the Common Elements, nor shall anything be stored outside of the Units without the prior consent of the Board of Directors except as hereinafter expressly provided.

Section 2.2 - Trash. No garbage cans or trash barrels shall be placed outside the Units. No accumulation of rubbish, debris or unsightly materials shall be permitted in the Common Elements, except in designated trash storage containers.

Section 2.3 - Storage. Each Unit Owner is entitled to one (1) storage locker. Each storage locker is to be assigned to the Unit Owner by the Association. Storage of materials in the storage lockers shall be at the risk of the person storing the materials. A Lessee is not entitled to the use of the storage locker unless authorized by the Unit Owner.

Section 2.4 - Proper Use. Common Elements shall be used only for the purposes for which they were designed. No person shall commit waste on the Common Elements or interfere with their proper use by others, or commit any nuisances, vandalism, boisterous or improper behavior on the Common Elements which interferes with, or limits the enjoyment of the Common Elements by others.

Section 2.5 - Alterations, Additions or Improvements to Common Elements. There shall be no painting of Common Elements and no alterations, additions or

improvements may be made to the Common Elements without the prior consent of the Board of Directors or such committee established by the Board of Directors having jurisdiction over such matters, if any.

Section 2.6 - Recreational Room. The Rec-Room shall be available for all Rio Espana functions. Hours of use are posted within. A schedule calendar will be kept by the Manager or Board of Directors. The Rec-Room shall not be rented to non-association members. The fee and deposit (if any) for the use of the Rec-Room shall be established by the Board of Directors. Cleanup of the Rec-Room shall be the responsibility of the Unit Owner who has rented the Rec-Room. The deposit shall be held until the Rec-Room is restored to the condition it was in when rented.

Any Unit Owner, tenant or invited guest who damages or causes to be damaged any Rec-Room equipment, furniture or any part thereof shall pay for all said damages.

Section 2.7 - Exterior Modifications.

- A. General. Unit Owners may not make structural additions, alterations, or change the appearance of the exterior of their Units (including doors), including painting, without prior written consent of the Board of Directors.
- B. Balconies. Unit Owners shall not enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the balcony without the express written consent of the Association. No clothes, sheets, towels, blankets, laundry or any other kind of articles shall be hung out on the balconies.
- C. Wood Decks. Although wood decks are considered to be limited Common Elements, pursuant to the Declaration, they are to be maintained by the Unit Owner. No clothes, sheets, towels, blankets, laundry or any other kind of articles shall be hung out on the deck.
- D. Front Door of Unit. Prior to the Association's regularly scheduled maintenance, the front door, with the Association's approval, may be repainted the original color at the Owner's expense.

- E. Central Air. Only central air conditioning Units that meet the required specifications by law may replace existing Units. Window fans and window air conditioners are not permitted.
- F. Satellite Dishes. Owners must have the Board of Director's approval prior to any installation. The Board will review the location where the dish is to be installed. Unit Owners will be responsible for any and all damage that may result from installation of the satellite dish or any future damage caused to the property.

Satellite Dishes must be professionally installed. Units with Balconies that have a clear view of South and West exposures may be allowed at the Board's discretion to install satellite dishes in the balcony area.

### ARTICLE III

#### Actions of Owners and Occupants

Section 3.1 - No Smoking Allowed. No Smoking is allowed in hallways, elevators, recreation room or any other area which may be considered a Common Element indoors. There are ash urns at both east entrances for your convenience – please extinguish your smoking materials before entering the building.

Section 3.2 - Compliance With Law. No immoral, improper, offensive or unlawful use may be made of the property. Unit Owners shall comply with and conform to all applicable laws and regulations of the United States and of the State of Florida, and all ordinances, rules and regulations of the Town of Pompano Beach. The violating Unit Owner shall hold the Association and other Unit Owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith.

Section 3.3 - Indemnification for Actions of Others. Unit Owners shall hold the Association and other Unit Owners and occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

Section 3.4 - Preventative Maintenance. Unit Owners should conduct small preventative maintenance tasks within their Units throughout the year, such as caulking the windows, cleaning out AC drains and adding calcium preventing tabs or liquids into the AC drains, annual water heater inspections, keeping dryer lint filters and stove grease screens clean to avoid fires, etc.

## ARTICLE IV

### Insurance

Section 4.1 - Increase in Rating. No Unit Owner shall permit anything to be done, or kept on the Property which will result in the increase of premium or cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

Section 4.2 - Master Policy - Hazard & Liability Insurance Coverage. Pursuant to Florida Statutes, Chapter 718, the condominium master policy will not pay for any damages to personal property whatsoever. It excludes all personal property within the Unit, and any floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing. Coverage for these types of personal property damages are only covered by the Unit Owner's own insurance policy.

Section 4.3 - Unit Owner Policy - Hazard & Liability Insurance Coverage. By law, effective January 1, 2009, all Unit Owners shall maintain sufficient hazard and liability coverage in force at all times. In addition, the law requires each Unit Owner to provide evidence of a currently effective policy of hazard and liability insurance upon request by the Association, but not more than once per year.

Section 4.4 - Reports of Damage. Damage by fire or accident within a Unit which affects the Common Elements must be promptly reported to the Association by any person having knowledge thereof.

JOINDER OF MORTGAGEE  
TO DECLARATION OF CONDOMINIUM  
OF RIO ESPAÑA, A CONDOMINIUM  
BROWARD COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that:

CHEMICAL BANK, a New York banking corporation (hereinafter referred to as "Mortgagee"), being the owner and holder of that certain Mortgage recorded in Official Records Book 9549, Page 553, Public Records of Broward County, Florida, encumbering all or a portion of the property described in Exhibit "A" of the Declaration of Condominium, all as more fully set forth in said Exhibit "A" and in said Mortgage, does hereby join in the Declaration of Condominium and consent and agree that its aforesaid mortgage indebtedness shall be subordinate to the Declaration, and that the lien of said Mortgage encumbering said property shall encumber all of the units submitted to condominium ownership, together with the appurtenances to said units and the undivided shares of the common elements appurtenant thereto, and consents to the submission of said property to the condominium form of ownership as provided in Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, Mortgagee has executed this instrument this 16 day of July, 1981.

Witnesses:

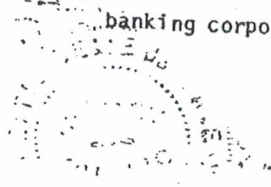
[Signature]  
Resta M...

CHEMICAL BANK

By: [Signature]

STATE OF NEW YORK  
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 16th day of JULY, 1981, by JOHN LAYLAGIAN, as VICE PRESIDENT of CHEMICAL BANK, a New York banking corporation, on behalf of said corporation.



Nettie Belle de Saur  
Notary Public

NETTIE BELLE DE SAUR  
Notary Public  
Commission Expires March 30, 1983

My commission expires: 3/30/83

JOINDER OF MORTGAGEE  
TO DECLARATION OF CONDOMINIUM  
OF RIO ESPANA, A CONDOMINIUM  
BROWARD COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS, that:

MANLEY A.N. GOLDBERG, AS TRUSTEE (hereinafter referred to as "Mortgagee"), being the owner and holder of that certain Mortgage recorded in Official Records Book 9389, Page 722, of the Public Records of Broward County, Florida, encumbering all or a portion of the property described in Exhibit "A" of the Declaration of Condominium, all as more fully set forth in said Exhibit "A" and in said Mortgage, does hereby join in the Declaration of Condominium and consent and agree that his aforesaid mortgage indebtedness shall be subordinate to the Declaration, and that the lien of said Mortgage encumbering said property shall encumber all of the units submitted to condominium ownership, together with the appurtenances thereto, and consents to the submission of said property to the condominium form of ownership as provided in Chapter 718, Florida Statutes, as amended.

IN WITNESS WHEREOF, Mortgagee has executed this instrument this 19<sup>th</sup> day of August, 1981.

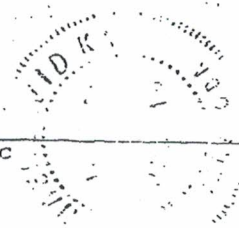
Witnesses:

[Signature]  
[Signature]

[Signature]  
MANLEY A.N. GOLDBERG, individually  
and as Trustee

CANADA  
PROVINCE OF Ontario

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of August, 1981, by MANLEY A.N. GOLDBERG, individually and as Trustee.

[Signature]  
Notary Public  


My Commission Expires:

Lifetime Commission

RECORDED IN THE OFFICIAL RECORDS BOOK  
OF BROWARD COUNTY, FLORIDA  
GRAHAM W. WATT  
COUNTY ADMINISTRATOR

9778 PAGE 828

Approved by the Board of Directors February 21, 2012  
Additional RULES AND REGULATIONS OF RIO ESPANA CONDOMINIUM ASSOCIATION, INC.

ADDITIONAL RULES ON THE OCCUPANCY OF UNITS

1. Any individual not immediate family desiring to occupy a Unit while the Owner is not in residence in the same Unit as that individual, must be approved by the Board of Directors prior to commencing occupancy. Once such individual(s) are approved by the Board for occupancy, he or she may reside in the Unit while the Owner is not in residence for a maximum of fourteen (14) days, in the aggregate, in any twelve (12) month period. Any further occupancy by such individual(s) after the original fourteen (14) day period will require a new application for occupancy to be submitted to the Association, for the review and approval of the Board of Directors. These requirements shall apply regardless of whether a Lease agreement exists with the Owner and the Lessee/Occupant and irrespective of whether the Lessee/Occupant is paying any rent monies or other consideration to the Owner. Immediate family members may occupy a unit while the Owner is not in residence, but the Owner must notify the Board in advance that a family member is coming.
2. Guest occupancy of Units while the Owner is in residence in the same Unit as the Guest shall not exceed thirty (30) days, in the aggregate, in any twelve (12) month period. Any guest occupancy of a Unit which shall exceed this thirty (30) day limitation in any twelve (12) month period will be considered a lease, subject to review and approval of the Board of Directors as set forth in Article 11 of the Declaration of Condominium ("Declaration"). The Association will then undertake its standard occupancy application approval procedure irrespective of whether a lease agreement exists with the Owner and the Lessee/Occupant and irrespective of whether the Lessee/Occupant is paying any rent monies or other consideration to the Owner.
3. (a) For the purpose of the above-referenced Rule 2, a "guest" shall mean any individual other than the Owner's immediate family.  
(b) For the purpose of the above-referenced Rules, the term "immediate family" shall be defined as: (i) the spouse of an Owner; (ii) the child or children of an Owner and the child or children of an Owner's spouse; (iii) the grandchildren of a Owner and the grandchildren of a Owner's spouse; (iv) a brother or sister of a Owner or Owner's spouse; (v) a parent or parents of an Owner and the parent or parents of an Owner's spouse; and (vi) the spouse of any of the foregoing when his or her spouse is in rightful occupancy.  
(c) For the purpose of the above-referenced Rules, the "twelve (12) month period" referred to shall be from the date the first such occupancy occurs. The Association shall maintain in its records the dates of all such occupancy of Units.  
(d) To the extent provided by law, the Owner shall be responsible for the acts and omissions, whether negligent or wilful, of any individual occupying his or her Unit, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Elements or Association Property, or any liability to the Association, the Owner shall be liable to the Association for same. Furthermore, any violation of any of the provisions of the Declaration of Condominium, of the Articles of Incorporation, the By-Laws, or any Rule or Regulation, by any individual occupying a Unit shall also be deemed a violation by the Owner of such Unit, and shall subject said Owner to the same liability as if such violation was that of the Owner.

Approved by the Board of Directors February 21, 2012

- (e) All vehicles of any individual occupying a unit overnight, for any period, whether or not the Owner is in residence, must be registered with the Association, which shall include, but is not limited to, the submission of a copy of the driver's license of such individual.
- (f) In addition to any other information required by the Board, for all applications for occupancy referenced herein and in the Declaration, the Owner must submit to the Association a signed letter stating that the subject occupant(s) have the authority to reside, access, and otherwise be present in the unit.



## ARTICLE V

### Parking Lot and Motor Vehicles

Section 5.1 - Compliance with Law. All persons will comply with Florida State Laws, Department of Motor Vehicle regulations, and applicable local ordinances, on the roads, drives and Property.

Section 5.2 - Registration. All Unit Owners and occupant vehicles regularly using the premises must be registered with the Association as well as the proper State Motor Vehicle Department. The Association reserves the right to ask for such proof of registration from time to time.

Section 5.3 - Limitations on Use.

- No automobile parking space may be used for any purpose other than the parking of automobiles that are in operating condition.
- No automobile parking space shall be used by any person other than an occupant of the Condominium who is in actual residence or by guest or visitor of an occupant of the Condominium and by said guest or visitor only when said guest or visitor is in fact visiting and upon the premises.
- At the present time, the number of vehicles authorized for each Unit is not limited to the number of licensed drivers permanently residing in the Unit. If parking problems occur, the Association reserves the right to remedy in any manner reasonably necessary.

Section 5.4 - Speed Limit. The speed limit on Rio Espana property is a maximum of 10 miles per hour.

Section 5.5 - Immobile Vehicles. No vehicle may be repaired, disassembled, rebuilt, painted or constructed or in any way serviced upon any portion of the premises, except for emergency repairs and as may be expressly authorized by the Condominium Association.

Section 5.6 - No Parking Areas. Vehicles may not be parked in such manner as to block access to building entrances or fire lanes. Vehicles in violation will be towed after reasonable efforts to contact the person, Unit Owner or occupant to whom the vehicle is registered.

Section 5.7 - Car Washing. No car washing will be allowed except in designated areas.

There may, at times, be notices restricting car washing by order of the city.

Section 5.8 - Limited Use of Parking Lot. All vehicles not registered with the Association shall be prohibited from parking in our lot except for temporary loading or unloading.

## ARTICLE VI

### **Boats, Watercrafts and Dock Usage**

Section 6.1 - Dock Ownership. Pursuant to the Declaration, Rio Espana Condominium Unit Owners who also own dock space, shall not assign, sell or convey their dock space except to the Buyer of their Condominium Unit or to any other current Rio Espana Condominium Unit Owner.

Section 6.2 - Dock Lease. Pursuant to the Declaration, Rio Espana Condominium Unit Owners who also own a dock space, shall not lease their dock space except to another Rio Espana Condominium Unit Owner or to any lessee of any Rio Espana Condominium Unit.

Section 6.3 - Immobility of Boats and Watercrafts. All boats or watercrafts housed in a dock must be able to be at all times functional and in good working condition. All Owners must maintain their vessels in a state of constant readiness for movement in case of fire or evacuation in the event of hurricane. Owners of vessels whose propulsion machinery is inoperative and will remain so for a period in excess of forty-eight (48) hours must notify the Association immediately and further inform it of the action being taken to place the machinery in operation as soon as possible. The Association reserves the right to have immobile boats or watercrafts towed from the dock space at the boat or watercraft owner's expense.

Section 6.4 - Ownership and Insurance of Boats and Watercrafts. All boats or watercrafts housed in a dock must be properly registered to or have ownership documentation under a Unit Owner or current resident. All Unit Owners shall maintain sufficient hazard and liability coverage in force at all times protecting the Dock and all other Rio Espana property from damages. Each boat owner shall provide evidence of a currently effective policy of hazard and liability insurance upon request by the Association, but not more than once per year.

Section 6.5 - Dock Usage – General.

- (1) Swimming, diving or fishing from the docks or bulkheads is prohibited;
- (2) Laundry of any type or any item of a personal or unsightly nature shall not be hung or spread to dry out or air in public view on any vessel or dock;
- (3) No advertising or soliciting will be permitted on any vessel. The vessel shall not be used for business, illegal purposes, hotel or transient guest purposes.

Section 6.6 - Dock Usage Rules.

- (1) It shall also be the responsibility of Boat Owners to keep their vessels in such condition that they do not become unsightly or dilapidated or reflect unfavorable on the appearance standards of the condominium complex. . Decks of all vessels berthed shall be kept free and clear of debris, bottles, papers, trash or other unsightly material at all times.
- (2) Small crafts belonging to the assigned vessel and normally capable of storage aboard same may be tied in the same berth. No craft may protrude, beyond the limits of the berth and no craft can be stored on Dock.
- (3) No motorized vehicle of any kind shall be ridden, driven, stored or otherwise permitted on the dock or bulkheads.

- (4) All Dock boxes are to be emptied and removed upon the issuance of hurricane warnings by the National Hurricane Center. Private stowage facilities may not be used on docks.
- (5) Major repairs, outfitting or refitting of vessels at docks is prohibited. Power sanding and spray painting in the open air are prohibited. No work may be conducted on or about the docks which might result in damage, scarring or staining the surface of the docks, dock boxes or bins, nor obstruct passage of normal vehicular and pedestrian traffic.
- (6) The use of charcoal burners, gas welders, gas torches or any other open flame-producing equipment, except within the vessel (e.g., cook stoves, lamps, lanterns) is prohibited.
- (7) No refueling may be accomplished within the dock space. Fuels shall be stored only in tanks integral to the vessel.
- (8) Discretion must be used in the use of TV sets, musical instruments, loud bailers, radios and any other on-board equipment so as not to create a nuisance. Rigging shall be secured in such a manner as to prevent slating.
- (9) No refuse, solid or liquid, shall be thrown overboard. All garbage and trash shall be removed. No effluent from toilets not approved under the F.W.T.C.A., nor oil bilge shall be discharged overboard.
- (10) Fresh water shall not be used as a coolant for air conditioners or other machinery. Air conditioners shall be turned off when vessel is unattended.
- (11) Water supply hoses and mooring lines of unattended vessels shall be disconnected at the dock and stowed aboard. It shall be unlawful for any person to use either the electrical power or fresh water, if furnished, at a Dock Space, for any other purpose than to supply power and water to the vessel officially assigned to that berth.

- (12) All vessels must have adequate electrical or mechanical permanently-installed bilge pumps in constant state of readiness. Switches should be labeled and installed in readily discernible locations near the helm.
- (13) No additions, alteration or modification shall be made to the electrical supply system furnished, if any.

## **ARTICLE VII**

### **Collection Policy**

Section 7.1 - Collection Policy. In June 2008, the Rio Espana Condominium Association adopted the following collection policy which relates to the collection of quarterly maintenance fees, foreclosures and the application of penalties incurred for maintaining an outstanding balance.

Section 7.2 - Objective. The objective for establishing a collection process is to ensure all condominium owners are fully aware and knowledgeable of the Board of Director's fiduciary duties in the collection of monthly maintenance fees and special assessments.

The process is to ensure that all condominium owners maintain a good standing with the Association by having a vehicle for notifying and collecting Association assessments. Timely receipt of dues and assessments is necessary for the Association to function on both a daily and long-term basis.

This collection process is merely to provide a uniform framework for the collection of assessments, but is not intended to limit or modify any remedies available to the Association specified by statute. Any costs including but not limited to Interest, attorney, agent, and/or court costs are added to the balance owed by the Owner. Florida Statute 718.116(3) provides that any payment received by the Association will be applied first to all interest accrued on the late balance, then to administrative and legal fees incurred for collection, and then to the delinquent assessment itself.

Section 7.3 - Roles and Responsibilities. The primary controlling mechanism for the collection Process is periodic reports from the Association treasurer and/or property management agency, if applicable, alerting the Board on dues/assessments that have not been received in a timely manner.

It is the Board of Directors' responsibility to:

- (1) Monitor all outstanding balances, with assistance from the Treasurer and/or the Association's Management company.
- (2) Inform Unit Owners of these procedures and guide lines surrounding the collection process and provide a reasonable time-line for payment.
- (3) Pursue collection using all officially authorized avenues available.

It is the Owner's responsibility to:

- (1) Pay quarterly maintenance fees by the due date.
- (2) Pay all special assessments by the due date.

Section 7.4 - Outstanding Balance Collection Process.

The following collection policy will be implemented should any Owners fail to pay their regular quarterly maintenance fees or special assessments, as well as any other outstanding balances on their Units.

Section 7.5 - Assessments – Quarterly Maintenance Fees.

Payments.

- (1) Payments are due in full according to the rates identified with each year's budget. There is no discount for advance payment.
- (2) Payments are due by the first (1st) day of each quarter (January, April, July and October) as specified in the Rio Espana Condominium Association Bylaws. Payable without penalty by the 10<sup>th</sup> day of the month as specified in the Declaration of Condominium.

- (3) Pursuant to the Declaration of Condominium, Interest will be applied to all late payments at 15% per annum.

Past Due Payments.

- (1) **10 Days Past Due** – Interest will begin to accrue.
- (2) **30 Days Past Due** – The Board will issue notice by letter to the homeowner. Such notice can be issued directly or through its Management Company or other agent. Fees incurred, including Management Company or another second agent expenses, will be applied to the collection process and be the responsibility of the homeowner.
- (3) **90 Days Past Due** – The Board will instruct the Association's Attorney to begin the lien process on the individual homeowner's Unit.

Section 7.6 – Special Assessments.

Payments are due in full according to the terms and dates identified at the time of the passing of the Special Assessment by the Board of Directors. These terms are detailed in the Special Assessment Letter that is sent to each homeowner as required by Florida Statutes.

If any payment plans are identified, they will be detailed in the Special Assessment Letter and must be adhered to accordingly.

Pursuant to the Declaration of Condominium, Interest will be applied to all late payments at 15% per annum. No Discounts will be available on Assessments.

Past Due Payments.

- (1) **10 Days Past Due** – Interest will begin to accrue.
- (2) **30 Days Past Due** – The Board will issue notice by letter to the homeowner. Such notice can be issued directly or through its Management Company or other agent. Fees incurred, including Management Company or another second agent expenses, will be applied to the collection process and be the responsibility of the homeowner.

- (3) **90 Days Past Due** – The Board will instruct the Association’s Attorney to begin the lien process on the individual homeowner’s Unit.

Section 7.7 - Lien Process.

Placing a Lien.

Placing a lien on the Homeowner’s Unit is the main vehicle by which the Association will enforce the collection of all outstanding balances on Assessments that are not paid in full by the Date identified in the Bylaws.

Lien Foreclosure.

If, after the lien has been placed and the homeowner still does not settle the outstanding balance, the Board must fulfill its Fiduciary responsibility, and within 30 days begin the process of foreclosing on the homeowner for collection of outstanding Assessment Balances. Any costs including but not limited to Interest, attorney, agent, and/or court costs are added to the balance owed by the Owner. Florida Statute 718.116(3) provides that any payment received by the Association will be applied first to all interest accrued on the late balance, then to administrative and legal fees incurred for collection, and then to the delinquent assessment itself.

## ARTICLE VIII

### General Administrative Rules

Section 8.1 - Consent in Writing. Any consent or approval required by these Rules must be obtained in writing prior to undertaking the action to which it refers.

Section 8.2 - Complaint. Any formal complaint regarding the management of the Property or regarding actions of other Unit Owners shall be made in writing to the Management Company or the Association.

Section 8.3 - Violations. If the Unit Owner continues to be in violation, a three step process for enforcement of these Rules will commence.



**Step One.** Upon a first violation, the Unit Owner will be warned verbally (by telephone, telephone message, or in person) by the Management Company or the Association. If the Unit Owner cannot be contacted verbally, the warning shall be in writing.

**Step Two.** Upon a second violation, the Unit Owner will be given a written notice of the violation containing the statement that additional violations may result in the Association bringing the Unit Owner to Court.

**Step Three.** Upon a third violation, the Association may exercise its right to bring a court action against the violating Unit Owner. The Unit Owner shall be responsible for all legal and non-legal costs associated with the action.

## ARTICLE IX

### General Recreation Rules

Section 9.1 - Limited to Occupants and Guests. Passive recreational facilities within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests.

Owners, tenants and invited guests shall comply with all Rules and Regulations pertaining to pool and Jacuzzi as shall be made from time to time by management for the benefit, maintenance, safety and operation of same. All facilities are used at the risk and responsibility of the user, and the user shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.2 - Boisterous Behavior Prohibited. Boisterous, rough or dangerous activities or behavior, which unreasonably interferes with the permitted use of facilities by others, is prohibited.

Section 9.3 - Hours of Operation. The Pool and Jacuzzi are to be used only during 7:00 a.m. to 10:00 p.m.

Section 9.4 - Pool and Jacuzzi. The Pool and Jacuzzi facilities within the Common Elements are limited to the use of Unit Owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the Unit Owner,

tenant or invited guest and they shall hold the Association harmless from damage or claims by virtue of such use.

Section 9.5 - Glass Containers. Glass containers, cups and the like are strictly prohibited from the pool, Jacuzzi or dock areas.

Section 9.6 - Pets in Pool Area. In no event shall any pet be permitted in any portion of the pool area.

Section 9.7 - Children. Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations, or damage caused by their children whether the parents are present or not.

Any child under the age of 13 who uses the pool must be accompanied by a resident adult. Children must wear proper swimming attire at all times. No diapers are allowed in pool. Children must be respectful of adults using the pool and Jacuzzi. The Jacuzzi is not a wading pool and no children under the age of twelve will be allowed in the Jacuzzi unless a resident adult is in the Jacuzzi with them. Children are not allowed in the pool area before 9 a.m. each day. Children using pool area must be reasonably quiet at all times. Parents must keep children under control.

Section 9.8 - Ejection for Violation. Unit Owners, occupants, guests and tenants may be summarily ejected from recreational facility by management personnel in the event of violation of these regulations.

Section 9.9 - Proper Use. Recreational facilities will be used for the purposes for which they were designed. Picnic areas, equipment, and surrounding areas shall be properly used, and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others.

## ARTICLE X

### Pets General and “Grandfathering in”

Section 10.1 - Pets – General. No animals, of any kind shall be kept on the property or brought on the Common Elements without the approval of the Association. All pets must be approved by the Board of Directors. Occupants must register their pets with the Association upon moving into a Unit or upon acquiring a pet. Any pets not registered with the Association will be permanently removed from the building following written notice from the Board of Directors. The decision of the Board of Directors shall be final.

Each Unit may only house one (1) pet with the exception of a reasonable kind and amount of fish maintained in an aquarium. No more than one fully grown dog or cat of gentle disposition not weighing more than fifteen (15) pounds can be kept in a Unit.

Domesticated pets other than cats, dogs and fish, must be approved by the Association regarding its compatibility and harmony with the Common Interest Community.

Unit Owners must clean up all solid waste deposited by the pet. Under no circumstances shall pets be allowed to deposit waste or urinate on balconies. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating a nuisance or unreasonable disturbance or noise may be ordered by the Association to be permanently removed from the Property. The Owner shall hold the Association harmless from any claim resulting from any action of his or her pet.

Section 10.2 - Pets – Grandfathered In. It is the intention of the Association to halt further violation of Section 10.1 of these rules which limits the Unit to house only one (1) pet; and that no fully grown dog or cat shall weigh no more than fifteen (15) pounds.

If an Association was not previously enforcing the rules for everyone; a regulation prohibiting certain pets cannot be enforced retroactively.

Therefore, the Association by law has the right to “draw the line in the sand” and “grandfather” in certain pets.

Accordingly, by March 1, 2009, all pets known to the Association which reside within the building on January 20, 2009, shall be required to register their pet's identity with the Association. Such identity registration will ensure with certainty as to which pets are being "grandfathered" in and which pets are bound by the new restriction. Those pets identified to be "Grandfathered" shall only be so until their death.

The Board of Directors have gone to great lengths to provide you with these Rules and Regulations. Please keep them in a safe and handy place so that you may refer to them when necessary. The Board of Directors would like to thank you in advance for abiding by these rules and for keeping the Rio Espana a pleasant and inviting place to live. It is important to note that these rules and regulations apply to all Unit Owners, Tenants and Occupants.

2009 Edition

Date: 01/20/09