

AMENDED AND RESTATED
SCHEDULE A TO BY-LAWS

RULES AND REGULATIONS
FOR
TWENTY-ONE RIVERSIDE DRIVE CONDOMINIUM ASSOCIATION, INC.

The following **Amended and Restated** Rules and Regulations supplement those contained in the Declaration of Condominium of TWENTY-ONE RIVERSIDE DRIVE CONDOMINIUM ASSOCIATION, INC. They are applicable to all occupants of Units as well as to Unit Owners.

1. The entranceways, passages, vestibules, lobbies, halls and similar portions of the Common Elements shall be used only for ingress and egress to and from the Condominium Property. No personal property shall be stored in them.

2. Each Unit Owner's personal property must be stored within his Unit or within storage lockers or spaces, if any, designated for his use or appurtenant to his Unit as a Limited Common Element.

3. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.

4. No articles shall be placed in the hallways, to the extent that egress from the building is blocked.

5. No articles except suitable furniture, plants and planters shall be placed on balconies, terraces or similar areas.

6. Neither rugs, laundry nor any other articles shall be shaken or hung from windows, doors, balconies, terraces or exterior walls, ~~; provided, however, nothing contained herein to the contrary shall be deemed to prohibit a~~ Any unit owner ~~from respectfully displaying~~ may display one portable, removable United States flag ~~(A U.S. flag consists of 13 equal horizontal stripes of red (top and bottom) alternating with white; there is a blue rectangle in the upper hoist-side corner bearing 50 small, white, five-pointed stars arranged in nine offset horizontal rows of six stars (top and bottom) alternating with rows of five stars)~~ and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriots Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ ft by 6 ft, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force or Coast Guard. ~~Red, white, and blue patriotic bunting may also be displayed on federal holidays. Also, during the holiday season, beginning the weekend before Thanksgiving through the weekend after New Year's Day, unit owners may display holiday lights and decorations from balconies.~~

7. Garbage, recycling and other refuse shall be placed only in designated areas. Construction associated refuse must be removed from the property by the owner or the owner's contractor.

8. Employees of the Association are not to be engaged by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising the Association's employees.

9. No Unit Owner shall make disturbing noises in the Building or permit his family, ~~servants~~, employees, agents, visitors, or licensees to do so. In particular, no Unit Owner shall play (or permit to be played in his Unit or the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or Occupants.

10. No radio or television installation or other electronic equipment shall be permitted in any Unit if it interferes with the television or radio reception of another Unit.

11. ~~With the exception of signs used or approved by the Developer, no~~ No signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Elements or any part of a Unit so as to be visible outside the Unit, except as approved by the Board. Additionally, other than those originally installed ~~by the Developer~~, no awning, canopy, shutter, air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portions of the Building or on the Common Elements.

12. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit or on the Common Elements, except such as are normally used in small barbecues or for normal household purposes. ~~In addition, gas or electric grills are permitted on patios or balconies, but charcoal grills are prohibited. In addition, electric grills are permitted on patios or balconies; but kindling hibachis, gas or charcoal grills, or other similar devices for cooking, heating, or any other purpose are prohibited on any balcony, under any overhang portion, or within 10 feet of any structure.~~¹

13. A Unit Owner who plans to be absent must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer damage and by furnishing the Association with the name(s) of that firm or individual.

14. No glass beverage containers may be permitted by the pool and patio on the Common Elements.

15. No exterior antennae shall be permitted on the Condominium Property, provided that the ~~Developer shall have the right (but not the obligation)~~ Board may approve, but is not obligated, to install and maintain community antennae, radio and television lines and security systems, as well as temporary communications systems.

¹ The Florida Fire Prevention Code, effective December 31, 2017; is based on the 2015 NFPA 1 Fire 1 Code. With respect to cooking equipment, Section 10.10.6.1 prohibits using or kindling hibachis, grills, or other similar devices for cooking, heating, or any other purpose on any balcony, under any overhang portion, or within 10 feet of any structure, other than in one and two-family dwellings. However, Section 10.10.6.1.1 allows listed electric portable, tabletop grills or similar apparatus, so long as they do not exceed 200 square inches of cooking surface.

16. Children shall be the direct responsibility of their parents or legal guardians, who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.

17. Dogs and household cats are not permitted on any part of the Common Elements (except a balcony or terrace appurtenant to the Unit of the animal's owner) except when they are leashed and being walked or transported directly off the Condominium Property or directly to their Owner's Unit.

18. All enclosed parking spaces shall be kept in a neat and orderly fashion. **Nothing shall be stored in the enclosed parking space except that items may be stored in a storage closet which is approved by the Board of Directors. Items stored in parking spaces, such as bicycles or carts, should not infringe on space outside the designated parking spaces. Preferred storage is in a storage closet available for owner use.**

19. No solicitation of any kind shall be permitted on the Condominium Property.

20. Every Unit Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration and the By-Laws of the Association (all as amended from time to time), to the extent applicable. Failure of an Owner or occupant to comply shall be grounds for legal actions which may include, without limitation, an action to recover sums due for damages an action for injunctive relief, and any combination of such actions.

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine not exceeding \$100.00 per violation may be levied. Fines may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided no such fine shall exceed \$1,000.00 in the aggregate. Fines may be levied against an Owner, occupant, family, guest, invitee, lessee or employee for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any rule of the Association or with any provision of the Declaration or the By-Laws of the Association, provided the following procedures are adhered to:

(a) **Recommendation. Based upon information before the Board at a duly noticed board meeting, the Board may recommend the imposition of a fine for a violation or continuing violation of the Association's rules or covenants against the Unit Owner and, if applicable, to any tenant, licensee, or invitee of the unit owner.**

(b) **Notice.** The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date, time and location of the next meeting of the Infractions Committee **which hearing shall be scheduled at least 14-days after the date of said Notice.**

(c) **Hearing.** The non-compliance shall be presented to a committee of the unit owners (the "Committee"), at which time the Owner or Occupant shall present reasons why the fine

should not be levied. The Owner or Occupant may be represented by counsel and may cross-examine witnesses. A written decision of the Committee shall be submitted to the Owner or Occupant by not later than twenty-one (21) days after their meeting. If the Committee does not agree with the fine, then the fine may not be levied. If the Committee agrees with the fine, **or changes the amount of the fine**, then the Unit Owner shall pay the fine within **thirty (30) five (5)** days after written decision of the Committee mailed to the Unit Owner.

(d) Members of Infractions Committee. The Infractions Committee shall consist of three (3) Unit Owners, who are not on the Board of Directors **and are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.** The Board of Directors **may shall** select the members of the infractions Committee.

(e) Application of Fines. All monies received from fines shall be allocated as directed by the Board of Directors.

(f) Non-exclusive Remedy. These fines shall be construed to be non-exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

~~21. — Except for rules, regulations and requirements regarding (a) leases or lessees which must be approved by the Association (b) the presence of pets or (c) parking restrictions, these rules and regulations shall not apply to the Developer, to the Developer's agents, employees or contractors or to Units owned by the Developer until they are conveyed. They shall apply, however, to all other Owners and occupants of Units.~~

21. Advance scheduling of a move, departing or arriving, must be made with the Board at least one week prior to the scheduled move. At that time a refundable \$250 deposit will be required regardless whether it is a Tenant or an Owner who is moving. The Owner is responsible for their Tenants. The deposit is refundable within 30 days after an inspection is made and after no documentation of any damage is documented. Moving is not allowed on Sundays or Holidays unless previous arrangements have been made with the Board. The Owner is responsible for ensuring the elevator padding is up and the rug removed and put back. The Owner is also responsible for monitoring the move so that the elevator is not held up for long periods of time. Carpet runners or some type of protective material should be used from the truck to the elevator. Moving Vans are not allowed to obstruct entries, exits or walkways. The Owner is responsible for cleaning up the entryway, Foyer and elevator at the conclusion of the move. The Owner must make arrangement for the disposal of boxes and moving material. The trash chute is not to be used for this disposal.

22. Approved hurricane shutters installed to units shall always remain completely open, except when a local weather advisory is issued of a pending storm of tropical force winds or higher within 72 hours and raised once the threat has passed. A unit owner who plans to be or is absent during this time must designate a responsible person to handle the lowering and raising of the shutters.

23. Guests are not allowed to enter the building without authorized access. Doors are not to be propped open. Signs are not to be posted on the outside door system with instructions on how to gain entry. Owners will be responsible for their Tenants. Owners/Tenants should monitor the arrival and departure of their Guests. Codes, keys and FOB's should be monitored. Security codes should not be given to contractors. There is a \$25.00 charge for FOB and code changes.

24. Parking spaces are limited to two spaces per condominium unit. Additional outside parking spaces are limited. Arrangements can be made with other residents who are not using their spaces. ~~In the event of a party or gathering please notify the Board for approval.~~

25. The use of electrical outlets in the garages will be limited to 20amps. If more electricity is needed the owner may have an outlet installed within their storage unit and hooked into their unit meter. Garages are limited common space and the Association pays for the electric. Cars or Golf Cart would be considered excessive and would be an example of having an outlet routed to the owners meter.

26. Vehicle Charging Stations. The installation of such charging stations is subject to **the following provisions and those stated pursuant to Section 718.113, Florida Statutes (2022) the provisions of Florida Statute 718.113.**

(a) The installation may not cause irreparable damage to the condominium property.

(b) The electricity for the electric vehicle charging station must be separately metered and payable by the unit owner installing such charging station. Unit owner shall reimburse the Association at the end of the 1st quarter, 2nd quarter, 3rd quarter, and 4th quarter for kilowatts used during that time. Unit owner shall provide documentation, either printed or photographic, showing kilowatts used. Reimbursement will be based on kilowatts used and the Association's kilowatt price during that time period.

(c) The unit owner who is installing an electric vehicle charging station is responsible for the costs of installation, operation, maintenance, and repair, including, but not limited to, hazard and liability insurance. The Association may enforce payment of such costs pursuant to Florida Statute Section 718.116.

(d) If the unit owner or his or her successor decides there is no longer a need for the electric vehicle charging station, such person is responsible for the cost of removal of the electronic vehicle charging station. The association may enforce payment of such costs pursuant to Florida Statute Section 718.116.

(e) The association shall require the unit owner to:

1. Comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property.

2. Comply with reasonable architectural standards adopted by the association that govern the dimensions, placement, or external appearance of the electric vehicle charging station, provided that such standards may not prohibit the installation of such charging station or substantially increase the cost thereof. Submit plans showing the dimensions, placement and appearance of proposed electric charging station.
3. Engage the services of a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station.
4. Provide a certificate of insurance naming the association as an additional insured on the owner's insurance policy for any claims related to the installation, maintenance, or use of the electric vehicle charging station within 14 days after receiving the association's approval to install the charging station. Provide documentation to indemnify and defend the association from any liability or damage incurred in connection with the charging station.
5. Reimburse the association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 14 days after receiving the association's insurance premium invoice.