

**RIVO AT RINGLING CONDOMINIUM ASSOCIATION, INC.**

**RULES AND REGULATIONS  
AND  
GENERAL INFORMATION**

**2021**

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## **INTRODUCTION**

Rivo at Ringling Condominium Association, Inc. is responsible for the Condominium's operation through its elected Board of Directors.

In Condominium living, we have not only certain individual rights but also certain obligations to other Owners and Residents. Behavior that is not considerate of others is unacceptable. We must be mindful that the restrictions we impose upon ourselves are for our mutual benefit and comfort, and to this end, you are requested to observe them. These restrictions also apply to your family members, Tenants, and Guests since you are responsible for their actions.

The primary restrictions governing the use of Units and Common Elements at Rivo at Ringling are set forth in the Declaration of Condominium. All Unit Owners and Tenants are required to review and become familiar with all the Condominium Documents, including the complete Declaration of Condominium, Articles of Incorporation, and Bylaws.

In accordance with the Declaration of Condominium and its Articles of Incorporation and Bylaws, the Board of Directors of the Association is directed to establish, publish, and enforce additional Rules and Regulations as it considers necessary to maintain acceptable decorum, protect the property of Owners, and ensure harmonious living conditions for all Residents and their Guests. Toward that end, the Board of Directors has adopted these Rules and Regulations.

A review of these Rules and Regulations, and the referenced Declaration of Condominium, will inform the Owners, Tenants, and their Guests of the restrictions for the Condominium.

The outside paved roadway and access facilities are regulated separately by the Master Association. The primary restrictions applicable to those facilities are set forth in Master Covenants. In addition, the Master Association has the right to adopt rules and regulations. It is, therefore, necessary to become familiar and comply with these rules and regulations as well as Master Covenants and other Master Association documentation that may apply.

The daily enforcement of these rules shall be by the Building Manager. To a lesser extent, however, every Owner has the responsibility of enforcement by notifying the Building Manager or the Board of Directors when an infraction is observed.

These Rules and Regulations will be reviewed from time to time and clarified or supplemented as determined necessary by the Board of Directors after input from the Unit Owners.

## **GENERAL DECORUM AND CONDUCT**

1. No Resident shall make disturbing noises in the Unit or anywhere on the Condominium Property or permit his or her family, employees, agents, visitors, or licensees to do so. In particular, no musical instrument, stereo, television, radio, or the like shall be played in a way that disturbs or annoys other Unit Owners or Occupants. Loud noises will not be tolerated.

2. Residents having a party shall notify the Building Manager 48 hours prior to the party; provide the front desk staff with a list of names of those expected to attend the party; and notify the Building Manager about planned parking for the party attendees (See Item 5 under PARKING).
3. Use of the sixth-floor atrium space is limited to functions authorized by the Board of Directors.
4. No signs, advertisements, notices, or lettering may be exhibited, displayed, inscribed, painted, or affixed in, or upon any part of the Common Elements including all elevators or any part of a Unit to be visible outside the Unit except by the Building Manager or the President of the Board of Directors. Residents may post personal notices on the bulletin board in the mailroom for a seven-day period. Additionally, no awning, canopy, air-conditioning unit, or other projection or planter shall be attached to, be hung from, displayed, or placed upon the outside walls, doors, terraces walls, windows, roofs, or other portions of the Building or the Common Elements.
5. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, storage area or vehicle located on the premises or on the Common Elements, except small quantities such as are commonly used for normal household purposes. No propane, gas, charcoal, wood, or hibachi grill or any heating device may be used or stored on any balcony or terrace. However, in accordance with Sarasota and Florida Fire Prevention code section 10.10.6.1 "listed electric portable, tabletop grill, not to exceed 200 square inches of cooking surface, or other similar apparatus" are allowed to be used on the terraces, but may not be stored there. In addition, no personal property other than motor vehicles may be left in the garage area.
6. Exterior fans and curtains, drapes, and other window coverings (including their linings) on exterior windows or glass doors of Units shall be white or off-white in color, unless otherwise approved in writing by the Board of Directors. No aluminum foil may be placed in any window or glass door of a Unit. No reflective substance may be placed on any glass in a Unit except a substance previously approved in writing by the Board of Directors for energy conservation purposes. No glass globes or bulb may be installed on terrace fans.
7. No planting of trees, shrubs, etc., in Common Elements shall be done without the approval of the Board of Directors or its representatives.
8. Per Section 12.4 of the Declaration of Condominium, "No Owner shall make or permit the making of any material alterations or substantial additions to the Unit, the Common Elements, or Limited Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modification or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole." This includes any floor covering, including but not limited to carpeting, on a terrace or other

exterior portion of the Condominium Property that may have a deleterious impact on the structural or waterproofing integrity of the Building.

9. The Common Elements shall not be obstructed, littered, defaced, or misused in any manner.
10. Unit front doors may not be propped or left open for any length of time.
11. Except for small antennas installed within an Owner's Limited Common Elements as permitted under Federal law, no exterior antennas shall be permitted on the Condominium Property, provided that the Association shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as communication systems.
12. Neither rugs, laundry, garments, bathing suits, towels, nor any other article(s) shall be shaken or hung from windows, doors, terraces, courtyards, or exterior walls. Plants may not hang over terraces or the railing.
13. Children shall be the direct responsibility of their parents or legal guardians who must supervise them within the Condominium Property. Full compliance with the Rules and Regulations shall be required of children. Playing, bicycle riding, or the use of skateboards, scooters, roller skates, hoverboards and similar equipment shall not be permitted in any of the stairways, walkways, hallways, atrium, lobby, garages or other areas, where it would be disturbing or dangerous to Residents or the children themselves.
14. The use or consumption of alcohol is prohibited in the Common Elements, except on the pool patio area (but not in the pool or spa), and as specifically designated by the Board of Directors for either Association sponsored events or private parties. Individuals consuming alcohol on the pool patio area and the sponsors for either "Exclusive" or "Non-exclusive" reservations in the community room (see the "Community Room" section of these Rules & Regulations) shall take reasonable steps to:
  - a. ensure that no one under the legal drinking age is permitted to drink alcoholic beverages, and
  - b. mitigate potential violation(s) of the law through excessive use.
15. Smoking and vaping are prohibited in all Common Elements, including but not limited to, the lobby, pool, fitness room, community room, atrium, hallways and garage.

## **WALKWAYS**

1. The entranceways, passages, vestibules, stairways, atrium, and other similar portions of the Common Elements are to be for ingress and egress only. These areas are to be kept clear per fire code requirements and to maintain the architectural design and aesthetic

uniformity of the Common Elements. No carts, bicycles, carriages, chairs, tables or other items may be stored or placed in such Common Elements.

2. Any item, otherwise approved, may be subject to removal, at the sole discretion of the Board of Directors, if it is deemed to be a fire code violation or if it is judged to be detrimental to the Building's architectural integrity, design and appeal or aesthetic uniformity.
3. No personal property or items, including but not limited to plants, wall hangings, artwork, ornaments, sculptures, garments, rugs, towels, clothing, flags and any and all other items shall be hung or displayed in the hallways, atrium, windows, facades or other portions of the Building visible outside the Unit boundaries, except as specifically authorized by law and the Condominium Act, as amended from time to time.
4. Approved doormats may be purchased through the Association Office. Holiday doormats are an exception, as described in item 6 below.
5. Wall hangings (i.e., pictures, artwork, plants, decorations, etc.) in the Common Elements, including the Building's exterior, are expressly prohibited.
6. Windows facing the central atrium Common Elements and the exterior side of Unit doors are to be clear of visible items (i.e., decorations, signs, artwork, window sill objects, lights, etc.) except for approved white window coverings. Holiday decorations are an allowed exception as follows:

One Week Before...to...One Week After

- Passover
- Memorial Day
- Independence Day
- Easter

Two Weeks Before...to...One Week After

- Halloween
- Thanksgiving

One Day after Thanksgiving...to...the following January 7th

- Christmas
- Hanukkah
- Kwanza

The authorized holidays are as follows: Halloween, Thanksgiving, Christmas, Hanukkah, Kwanza, Easter, Passover, Memorial Day and Independence Day. Unit

Owners may also display a small US flag and small US military flags in accordance with Florida and Federal statutes, provided such flags may only be displayed on the Owner's Unit interior windows.

7. The Association shall be responsible for the maintenance and replacement of the plants in the planters shown on the plat.
8. Walkways shall not be used for drying articles such as swimsuits or towels, shaking dust mops, dust cloths, etc.

## **TERRACES**

1. The Association reserves the right to require removing any item placed on a terrace if it violates fire code requirements, or is determined by the Board of Directors to constitute a safety hazard or otherwise be detrimental to the appearance, value, or wellbeing of the community.
2. The Unit's Owner will be liable for any injury or damage caused by any object falling or blown from the terrace. The Association reserves the right to require any item placed or stored on the terrace to be secured if the item might be a safety hazard. Except for glass top tables, glass items may not be stored or left on terraces. Refer to the "HURRICANE SEASON INSTRUCTIONS" and "ABSENCE FROM UNIT" sections of these Rules and Regulations.
3. Any plant must be placed in a waterproof dish or saucer and care taken to avoid any spillage of water.
4. No floor covering on terraces shall be permitted that the Board of Directors or the Building Manager finds to have a harmful impact on the structural or waterproofing integrity of the Building, including, but not limited to, carpeting. Prior approval by the Board of Directors is required. The tradesperson installing any tile on a terrace must obtain and agree to the tile installation specifications that have been approved by the Association's engineer prior to beginning any tile work on the terrace. Copies of these specifications and the approval request form can be obtained from the Building Manager. The Association's engineer must approve the waterproofing when complete before any tile is installed and inspect the tile work after it is completed to see if it complies with the specifications.
5. Terraces shall not be used for drying articles such as swimsuits or towels, shaking dust mops, dust cloths, etc.
6. Terraces should have nothing that can be viewed from the outside, other than plants, patio furniture, and ceiling fans. See Item 6 under GENERAL DECORUM AND CONDUCT concerning acceptable colors for the exterior fans.

7. To avoid moisture intrusion, no items (e.g. planters) may be attached to the Building's exterior walls and are subject to removal by order of the Board of Directors. Damage and necessary repair caused by such items are the financial responsibility of the Owner.
8. Nothing shall be swept, flushed, thrown, or placed so that it can fall from a terrace.
9. Watering of plants and sweeping or mopping of terraces shall be done to not bother persons residing in lower Units or Common Elements and to not create water streaks to the outside of the Building or cause other damage to the Common Elements.
10. Hosing of terraces is prohibited.
11. Occupants who plan to be absent for 48 hours or more must secure their Unit and remove all objects from their terrace before departure, including furniture and plants.
12. No propane, gas, charcoal, wood, or hibachi grill or any heating device may be used or stored on any balcony or terrace. However, in accordance with Sarasota and Section 10.10.6.1.1 of the Florida Fire Prevention code "listed electric portable, table top grill, not to exceed 200 square inches of cooking surface, or other similar apparatus" is allowed to be used on the terrace, but may not be stored there.

## **HURRICANE SEASON INSTRUCTIONS**

It is the responsibility of all Unit Owners and their Tenants to perform the following preventative measures before any threat of a hurricane and heavy winds. Please also refer to the comprehensive hurricane procedures as provided by the Building Manager's Office.

1. Remove all items from the terrace, including furniture and plants.
2. Shut and securely latch all windows and sliding glass doors.
3. Follow other instructions in "ABSENCE FROM UNIT" below.

## **ABSENCE FROM UNIT**

1. During any absence over 48 continuous hours, it is the responsibility of all Unit Owners and their Lessees to leave the air conditioning set at no more than 78 degrees and to turn off the main water valve and the hot water heater circuit breaker. Owners and Lessees should inform the Building Manager that the unit will be vacant.
2. During any absence over 48 hours Residents must secure their Unit and remove all objects from their terrace before departure, including furniture and plants.
3. During any absence over two weeks, Owners or Residents must hire a home-watch company or have someone dependable to check their Unit at least every other week to, at



a minimum: make sure the air conditioning is working properly; run water down all sinks toilets, showers and tubs; and make sure there are no water leaks. Residents must obtain and fill out a Unit vacancy form and return it to the front desk before your departure. Please check with your insurance provider on the inspection terms in your policy, so you don't violate your insurance policy.

## **ACCESS TO UNITS**

1. The Association will retain a pass key to all Units. Per Section 12.8 of the Declaration of Condominium, "... no Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides a key to the Association." To provide uniform and prompt access to all Units by the Building Manager, or his or her designee, and/or public safety personnel, Unit Owners shall be required to re-key under the master key. Such re-keying must be performed by Sarasota Lock and Key that maintains the Association's master key system.
2. Pursuant to Florida Statutes 718.111(5), the Building Manager, Maintenance Supervisor, or a Director 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 according to the Declaration or as necessary to prevent damage to the Common Elements or a Unit or Units.

## **MOVING REGULATIONS**

1. All moves must be scheduled in advance with the Building Manager and can only occur between 8:00 am and 4:00 pm, Monday through Friday. If the Association's Building maintenance personnel work past 4:00 pm, due to a move going beyond the 4:00 pm deadline, then there will be a charge to the Owner equal to the greater of: (a) \$50.00 per hour, or part of an hour; or (b) the actual overtime cost incurred by the Association,
2. There will be no moves by moving companies or services on weekends. Self moves by Residents are permitted during the weekend.
3. For both moves in and moves out there is a non-refundable \$100 fee required to schedule a move and a \$1,000 refundable deposit, which will be returned immediately upon completion of the move provided no damage has occurred to the Rivo property. Checks will be made payable to Rivo at Ringling Condominium Association.
4. Residents must contact the front desk to reserve the elevator for a move. The Owner or Tenant must obtain and fill out a move-in/out form and return it to the front desk or Building Manager along with all checks, moving company information, and insurance before the move. The move-in/out form can be obtained from the front desk staff. There are no pods allowed on the Master Association or the Condominium Property.

5. The Maintenance Supervisor, or his or her designee, will coordinate each move with the moving company or service, assist in the proper use of the elevator and monitor the move and loading dock activity.
6. The moving company or service must ensure that the common area carpet is covered prior to commencing the move and remove the covering upon completion. No items may be stored in hallways on residents' floors.
7. All providers of moving services (except for help by family and friends), furniture delivery services and appliance delivery services, which are related to Unit move-ins, move-outs or Unit renovations and remodeling must provide the Building Manager with certificates of their general liability insurance, showing a minimum coverage of \$1,000,000 per occurrence and a minimum aggregate coverage of \$1,000,000, as well as fleet automobile insurance, unless other proof of automobile insurance is provided, for any vehicles to be driven on the Condominium Property; and proof of Workers' Compensation insurance (or of a Worker's Compensation exemption), before the move or the renovations and remodeling can begin. On the insurance certificate, Rivo at Ringling Condominium Association (at 1771 Ringling Blvd., Sarasota, Florida 34236) must be named as a certificate holder. Notwithstanding these insurance requirements the Unit Owner and the moving company or service or delivery service provider hired by the Owner, or by the Owner's Tenant, will be jointly and severally responsible to pay for any damage to any Common Elements or Limited Common Elements, or injury or death to any person caused by the moving company or service or delivery service provider.

## **COMMUNITY ROOM**

### ***Categories of Use***

There are three distinct categories of community room use:

#### **Exclusive Reservation of the Room**

The room must be reserved in advance through the Building Manager staff and requires a refundable deposit of \$250. Once a reservation is made, the room will be for the exclusive use of the Resident who made the reservation for the use and hours specified. The reserving Resident will be responsible for the cleanliness and condition of the room after its use.

#### **Non-Exclusive Reservation of the Room**

This reservation must also be made in advance through the Building Manager staff, with the intent of using the room's TV for a specific event (e.g., sports telecast, Academy Awards, movies). No deposit will be required, and the room will be open to other Residents, their immediate family members, and their registered Guests and registered visitors who might want to view the same program. Each individual Resident will be responsible for any damage done to the room by the Resident, his or her immediate family members, or his or her Guests and visitors while in the room.

## Casual Use of the Room

If the community room is not reserved in advance, the room will be available for use 24 hours per day to all Residents, their immediate family members, and any registered Guests and registered visitors accompanied by the Resident or a Resident's immediate family member. Residents and their immediate family members may use the room for TV viewing, reading, or other general usage, subject to the rules below. The rules are intended to balance all Residents' interests and preserve harmony among Residents using the room at the same time. The Building Manager must approve parties with over ten individuals.

### ***Priorities of Use***

Reservations for the community room are prioritized as follows:

1. Annual or special meetings of the full Membership
2. Board of Directors meetings
3. Committee meetings
4. Building-wide functions (including socials, town hall meetings, holiday parties)
5. Private party reservations
6. Reservations for a specific TV event (sports event, Oscars, movies)
7. Unreserved time can be used for casual room usage, including general TV viewing.

### ***Rules and Regulations***

1. Reservations (both exclusive and nonexclusive) will be limited to a 4-hour period between 7:00 a.m. and 11:00 p.m. daily. The Building Manager's staff will have a form for the requester to complete to confirm the reservation and usage rules. The Building Manager must approve parties with over ten individuals.
2. Residents shall bring no more than four non-Resident guests at a time into the community room, as the room is intended for use primarily by Rivo Residents (except in the case of an exclusive reservation for private use).
3. Access to the community room will continue to be through the hallway doors only, and a fob will be required to gain entry. Food and drink may be brought into the community room. Alcohol usage in this room is subject to the rules outlined for all Common Elements of the building where party events may be held.
4. Any Resident using or reserving the community room automatically agrees to assume responsibility for damage done by him/her and any family or non-Resident guests, consistent with the usage of Common Elements throughout the building. If the room has been reserved for exclusive use, the \$250 refundable reservation deposit will be used to cover damage costs, or a portion of the damage cost if the damage cost is greater than the deposit. In the case that the damage is greater than the deposit or occurs with either

nonexclusive or casual room use, restitution from the responsible Resident/Owner will be enforced to cover cleaning and/or repair expenses.

5. No one under age 14 (Resident or non-Resident) may be in the community room for any purpose without the continuous presence and supervision of an adult Resident. The adult Resident is responsible for the appropriate behavior of anyone under age 14 who accompanies them. No one under age 14 is permitted to operate the TV equipment.
6. Casual dress is appropriate attire – no bathing suits or bare feet are permitted.
7. For ongoing casual use of the room, Residents are expected to be courteous and respectful to their fellow Residents who may be in the room at the same time. A Resident will be expected to limit his or her TV viewing preferences to no more than one hour if another Resident prefers to view a different program.
8. The remote controls for the TV equipment will be left on top of, or within, the white cabinet below the TV. Residents shall return the remotes before leaving so they are easily located by others who subsequently use the room.

## **SWIMMING POOL AREA**

1. All persons using the swimming pool or the spa do so at their own risk. NO LIFEGUARD SERVICE IS PROVIDED.
2. The pool area will open at 7:00 am and will close at 11:00 pm daily.
3. Children under 14 years of age are not allowed to use the pool unless accompanied and supervised by an adult.
4. The spa shall not be used by children under 14 years of age due to its design as a heated adult relaxation amenity. There is a 15-minute limit on use per Sarasota ordinance.
5. Children wearing diapers or not yet toilet trained and incontinent persons are not permitted in the pool or spa.
6. All persons going to and from the pool area must wear footwear and full cover-up clothing while in the walkways, lobby and elevators. Persons returning from the pool area must be thoroughly dry. This applies to all children as well.
7. Bathing attire must comply with the applicable ordinance of the City of Sarasota. Women bathers must wear bathing suit tops.
8. Pool furniture may not be reserved or removed from the pool deck.
9. Florida State Law requires that all persons shower before entering the pool or spa.

10. Persons with open sores of any kind are prohibited from entering the pool or spa.
11. All persons in beach attire using lounges and chairs must cover them entirely with a towel or towels before use.
12. No glassware and other similar breakable items shall be allowed in the pool area, including, without limitation, glass containers and bottles.
13. Any food brought into the pool area must be eaten at the dining tables. Trash resulting from such food use must be removed immediately. Drinking or eating of any kind is prohibited in the pool and spa.
14. Toys, bicycles, skateboards, or similar equipment are prohibited in or about the pool area. "Noodles" and other items must not be allowed to clog the filter holes. Flippers are to be removed when exiting the pool.
15. No pets are allowed in the pool area.
16. Employees of both Residents and Rivo at Ringling are not permitted to use the pool, with the exception of aides to the physically handicapped assisting their patients.
17. The use of radios, stereos, or portable TV sets is prohibited in the pool area unless their sound is transmitted through headphones. Please be considerate of others when using a cell phone.
18. Due to the limited space available, the pool area is reserved for Residents and their immediate family members, registered Guests, and registered visitors. The Resident's immediate family members and Guests are permitted to use the pool area during the Resident's absence, with prior written notification to the Building Manager listing the exact dates and duration of the visit. Residents must accompany their other visitors who wish to use the pool area.
19. A pool party is defined as any gathering of Residents plus more than four non-Resident individuals and must be approved in advance and scheduled through the Building Manager. The Unit Owner or Lessee is responsible for pre-party arrangements and immediate post-party cleanup. Also, the Owner or Lessee shall make a refundable security deposit of \$250, payable to the Association. Approval of pool parties does not eliminate other Resident's right to the simultaneous use of the spa and pool area.
20. All persons shall conduct themselves in a manner that does not impinge upon the enjoyment of others.
21. Any clothing and other possessions left in the locker room area must be placed in a locker while using the pool or spa. The Association is not responsible for any possessions left in the locker rooms.

22. Smoking and vaping are prohibited in the pool area.
23. Rules for the use of the grill:
  - Prior to using the grill, check to see if the gas timer is turned on. If it is off, then turn the timer on. If on, more time may be added.
  - Do not turn the gas timer off. Let the gas timer run out. Turning the dial off may strip the gears of the timer.
  - The grill may be used only by Residents and their immediate families. Guests and visitors are not permitted to use the grill.
  - Use of the grill is on a first-come, first-served basis.
  - The grill cannot be reserved for exclusive use, such as for a private party.
  - Clean the grill after use.

## **FITNESS CENTER**

1. All persons using the fitness center do so at their own risk.
2. Due to the limited space available, the fitness center is reserved for Residents and their immediate family members, registered Guests, and registered visitors. The Resident's immediate family members and Guests are permitted to use the fitness center during the Resident's absence, with prior written notification to the Building Manager listing the exact dates and duration of the visit. Residents must accompany their other visitors who wish to use the fitness center.
3. Children under 18 years of age are permitted in the fitness center only if accompanied and directly supervised by an adult. Children under 14 years of age are not permitted to be on or to operate the exercise equipment. Adults accompanying children under 18 years of age will ensure that the child/children remain clear of and do not hinder other individuals' exercise routine. Notwithstanding the forgoing, if a child is over 13 and under 18, engaged in school sports and needs to undertake additional aerobic and strength exercises, he or she may use the fitness center without adult supervision, provided, his or her parent, or guardian, executes a statement of the need, sign a "hold harmless" statement, and take responsibility for assuring the child has learned and demonstrated that he or she is capable of using the equipment and following the rest of the Rules and Regulations for the fitness center.
4. No pets are allowed in the fitness center.
5. All persons must wear appropriate fitness attire, including proper footwear and shirts, in the fitness center.
6. All persons coming from the pool or shower must be dry before using the equipment.
7. No food is permitted in the fitness center; however, sports drinks and water are allowed as long as they are in covered containers.

8. Wipe down equipment after each use with provided handy-wipes.
9. Report malfunctioning equipment to the Building Manager.
10. The use of aerobic equipment should be limited to 30 minutes if someone else is waiting to use it.
11. When finished with any aerobic equipment, turn off the attached TV with the remote.
12. When leaving the fitness center, turn off any lights if there is no one present.
13. Be respectful of others and be mindful of the general noise. Headphones must be worn at all times while watching TV, playing music or listening to podcasts, or using any other listening devices.
14. Trainers who are training an individual, or individuals, in the gym must provide the Building Manager with a liability insurance certificate with Rivo at Ringling as the certificate holder.

## **FREQUENT USAGE OF AMENITIES REQUIRING SECURITY DEPOSITS**

1. To simplify procedures of providing a security deposit check, the Building Manager may implement administrative procedures, as appropriate, for frequent users of the common amenities.
2. In the event of multiple facilities used on the same day, a separate security check is required for each facility.

## **TRASH AND GARBAGE DISPOSAL AND RECYCLING**

1. To protect the Building's kitchen and sanitary piping system, Residents should follow the recommendations in Attachment A, hereto, which by reference here is made a part of these Rules and Regulations.
2. Grease of any kind should be put in a suitable enclosed container and then be placed in a securely tied plastic bag for disposal through the trash chute. If applicable, the grease should be allowed first to solidify in the container prior to disposal.
3. The trash chute shall not be used between 10:00 pm and 7:00 am.
4. Trash must be put in a plastic bag, securely tied to avoid spilling, and then dropped in the trash chute. Please be sure that the trash chute door is closed before leaving the trash room.

5. Do not send glass down the trash chute, even if in a plastic bag with other trash. This creates a hazard for our maintenance staff. Unless notified that glass bottles or jars are no longer recycled, they may be placed in the recycling bins. Glass bottles and jars may also be placed in the separate glass waste baskets in the trash rooms. Do not put the glass in plastic bags when placed in the recycling bins or glass waste basket. Be careful not to break the glass when placing in the bins or waste baskets. Alternatively, glass items may be brought to 1<sup>st</sup>-floor garage and placed on the wall to the left of the exit door of the freight elevator lobby.
6. Mixed recyclables must be placed in the recycling bins. **Do not place the recyclables in plastic bags.** To avoid odors and pests, wash/rinse bottles, cans, and containers before placing them in the recycling bins. Items that can and cannot be recycled are provided in Attachment B, hereto, which by reference here is made a part of these Rules and Regulations.
7. Do not place corrugated cardboard boxes, cartons (including cereal and other small cardboard containers that do not have plastic windows, plastic film or food waste on them) and large boxes in the recycling bins or leave them in the trash room. All corrugated cardboard boxes, cartons and large boxes should be taken downstairs and placed neatly into the blue cardboard box recycling container in the 1<sup>st</sup> floor garage area to the left and opposite the exit door from the freight elevator lobby. All cardboard boxes and cartons and large boxes should be broken down before placing them in the cardboard recycling bin.
8. Do not force oversized trash bags in the trash chute. Any cost incurred by the Association because of improper use of the trash chute by any Owner or Owner's Lessee will be charged to the Owner.
9. Vacuum cleaner bags must not be emptied down the chute.
10. Under no circumstances are highly volatile, inflammable, combustible items such as empty paint cans, solvents, etc., or lighted smoking materials or ashes to be thrown in the chute. The trash chute does not lead to an incinerator, and a fire in the trash system could cause serious fire and smoke damage. If there is any doubt about how to dispose of an item, please contact the Building Maintenance Supervisor.
11. Anything that could clog the trash chute must be taken downstairs and placed neatly next to the door leading to the dumpster storage area. This door is in the 1<sup>st</sup>-floor garage area to the left as you exit the freight elevator lobby.
12. Christmas trees must be taken downstairs and placed neatly next to the door leading to the dumpster storage area. This door is in the 1<sup>st</sup>-floor garage area to the left as you exit the freight elevator lobby. Be sure to remove the tree stand and all ornaments, tinsel, lights, and other non-organic decorative materials before disposal. The trees do not need to be cut into small sections prior to disposal. Clean up any debris from the tree that has



fallen in any Common Element such as the hallways and freight elevator. It is better to sweep up needles because they may clog vacuum cleaners. One way to limit or avoid a mess removing a tree is to place it in a biodegradable tree bag.

## **BICYCLES - SKATEBOARDS - KAYAKS**

1. Residents must register bikes, motorized skateboards, and other similar equipment stored in the bicycle room with the Association. Please see the front desk personnel for the registration form.
2. Kayaks shall not be stored in any parking spaces. Kayaks may be stored on the Association's kayak rack located in the 1<sup>st</sup> level of the parking garage. There is a rental fee, set by the Board, for storing a kayak on the Association's kayak rack. All kayaks must be registered with the Association. Please see the front desk personnel for the registration form.
3. Bicycles or wheelchairs shall not be parked or stored in walkways, foyers, or Common Elements. Bicycle racks are located in a room adjacent to the first floor of the parking garage and may be used for storage at the risk of the owner of the bicycle. Bicycles should be labeled and marked with the Unit number.
4. Bicycles must be transported only in the freight elevator unless the freight elevator is out of service or reserved.
5. No bicycle shall be carried or ridden through the lobby area for any reason.
6. The use of skateboards, roller-skates, and non-motorized vehicles is prohibited anywhere on the Condominium Property. Bicycles may not be ridden in garage areas except while transiting the ground floor garage to the bike room.

## **PETS AND ANIMALS**

1. A Unit Owner in residence may have a total of up to two pets, which may be either dogs, domestic cats, or a combination of each.
2. The maximum weight of a dog may not exceed 50 pounds. No dog shall be of a dangerous breed or aggressive disposition. The definition of a dangerous breed can be but is not limited by, those included in published lists by major insurance companies.
3. Before an Owner's pet(s) are allowed to enter Rivo at Ringling, and subsequently by January 31<sup>st</sup> of each year thereafter, the Owner must provide the following documentation for each pet:

- a. A photocopy of the current Sarasota County pet license;
- b. A photocopy of a current Rabies and other required vaccinations; and
- c. Written documentation of each pet's weight as measured at the pet's most recent visit to the veterinarian.

Each pet needs to be presented to the Building Manager or front desk staff for photographing so that pets may be easily identified by the Building Manager and front desk staff.

- 4. No dog or cat shall be permitted outside of its owner's Unit unless attended by its Resident owner, or an adult member of the Resident's family and on a leash or animal transporter.
- 5. No pets are permitted in the lobby, community room, pool area, fitness room, or other recreation areas or facilities.
- 6. Dog owners must use the freight elevator to transport their animals unless the freight elevator is unavailable. The freight elevator is unavailable Monday through Friday from 8:00 am to 4:00 pm. When transporting dogs in the passenger elevator, exit the lobby through the bicycle room or mail room to the immediate right or left as you leave the elevator. A dog under 25 lbs. may be hand-carried in the passenger elevators and through the lobby.
- 7. Pet owners are responsible for the prompt cleanup, removal and proper disposal of all of their pet's excrement, urine, vomit, saliva or other filth (e.g., tracked in mud) from all areas. (It's best to check for any liquids before exiting the elevator.)
- 8. No pet shall be permitted to become a nuisance to Residents, and all pet(s) are subject to removal from the Building at the discretion of the Board of Directors.
- 9. No exotic pets are permitted.
- 10. Notwithstanding the requirement that pets be dogs or cats and limited to two (2) in total number, non-exotic, small caged birds and fish are permitted in reasonable numbers. No birds of a variety that will emit sounds that can be heard in contiguous Units may be kept in a Unit. No fish tank may exceed fifty (50) gallons in capacity. A Unit shall be limited to one (1) fish tank.
- 11. Except for service animals, Lessees and Guests of Owners or Tenants are not permitted to bring pets onto the Condominium Property.
- 12. Feeding of wild birds, raccoons, or other wild animals, or maintaining a bird feeder station, is prohibited.

## MOTOR VEHICLES

1. Except as set forth below, only non-commercial motor vehicles used for passenger transportation, and the incidental movement of personal belongings and property, may be parked at the Condominium Property. Authorized vehicles shall be limited to those vehicles which are primarily used as passenger motor vehicles and which have a body style consisting of two doors, four doors, hatchback or convertible, and shall also include station wagons, mini-vans, full-size vans equipped with windows all around the vehicle and passenger seats to accommodate not less than four (4) and not more than nine (9) people, sport utility vehicles, pick-up trucks, motorcycles and motor scooters.
2. The following are prohibited: All other motor vehicles, including but not limited to: (a) commercial vehicles (any vehicle used in a trade or business and having visible advertising or promotional symbols or information, exposed materials, or equipment); (b) trucks (any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and cargo vans. Pick-up trucks having a manufacturer load rating of one ton or less are permitted if not classified as a commercial vehicle as provided herein; (c) boats; (d) campers; (e) recreational vehicles (vehicles having either kitchen or bathroom facilities); (f) trailers; (g) motor homes; (h) mobile homes; and (i) any and all other vehicles other than the authorized vehicles described in the preceding paragraph.
3. Notwithstanding the stated parking limitations, the following exceptions shall be made: (a) service vehicles may be temporarily parked at the Condominium Property during the time they are actually servicing a Unit or Common Elements, but in no event overnight without specific permission from the Building Manager; and (b) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked at the Condominium Property when they are actively loaded or unloaded.
4. The Board of Directors shall have the authority to prohibit any vehicle that would otherwise be permitted under this provision, if the Board determines, in the exercise of its business judgment, that the vehicle constitutes a safety hazard, is excessively noisy or unsightly. The opinion of the Board of Directors shall be binding upon the parties unless wholly unreasonable. A written opinion rendered by legal counsel that a position adopted by the Board of Directors is not unreasonable shall conclusively establish the validity of such position. All motor vehicles must be operable and must have a current license tag. No repairs or maintenance of vehicles is permitted except for minor emergency repairs, such as changing a flat tire or replacing or charging a defective battery.
5. Oil or fluid leaks onto any parking area are the responsibility of the owner of the vehicle. Any damage from oil leaks will be repaired at the expense of the Owner of the Unit from which the offending motor vehicle originated.

## **PARKING**

1. The total number of vehicles an Owner is permitted to have on the Rivo at Ringling premises shall not exceed the total number of parking spaces owned and rented by the Owner less, if applicable, the total number of parking spaces leased or rented by the Owner to a Tenant or rented by the Owner to another Resident; any extra vehicles must be parked on the street or in a non-Association owned parking lot, but not in any guest parking spaces nor parking spaces controlled by the Master Association.
2. Each Unit Owner will be issued a vehicle transponder for each parking space owned, and after proper registration of the vehicle.
  - a. The transponder must be permanently affixed to the windshield by Rivo management.
  - b. The sticker shall be affixed to the windshield in the lower corner of the driver's side.
  - c. An Owner, for the use of its Lessee, or the Lessee is required to purchase from the Building Manager a transponder for each of the Lessee's authorized vehicles.
3. Guest and visitor parking at Rivo is limited and must be carefully managed by the Association. Guests and visitors shall park in the designated guest parking spaces directly in front of the condominium tower lobby. They must obtain a guest parking pass from front desk personnel and display it on their vehicle's dashboard.
  - a. Residents expecting Guests/visitors arrivals when the front desk is not staffed are responsible for registering the Guests/visitors beforehand and obtaining a parking pass.
  - b. Residents not expecting Guests/visitors who arrive when the front desk is not staffed are responsible for registering the Guests/visitors as soon as the front desk is staffed for duty.
4. Residents with Guests or immediate family members remaining for an extended period of time (greater than 72 hours) should contact the Building Manager for alternative parking arrangements.
5. Residents having a party shall notify Management 48 hours before the party to see if additional parking can be obtained.
6. No Residents may use the designated parking spaces in front of the Building for more than a 30-minute period. Those electing to do so will notify front desk personnel and will provide their name. Front desk personnel will note the time of arrival and report violations to the Building Manager.

7. The Master Association has a perpetual, exclusive easement to use all parking spaces on the parking garage's ground floor, except the handicap accessible space referred to as RP-02 on the City Plat. Parking in all other spaces in the parking garage's ground floor is available to Residents and their registered Guests and registered visitors from 6:30 pm to 7:30 am the following morning, Monday through Thursday, and from 6:30 pm on Friday to 7:30 am on Monday.
8. Vehicles parked in unauthorized spaces shall be subject to towing without notice pursuant to the authority provided in the Declaration and Florida statutes. Any costs associated with towing shall be the vehicle owner's responsibility.
9. Motor scooters may be parked either in the Resident's designated parking space or in areas of the parking garage clearly marked as "Scooter Parking Only."

## **LEASES AND RENTALS OF UNITS**

1. Units purchased after March 21, 2016 are subject to the "no more than 32 units may be rented" rule according to subsection (a) of Section 14.1 of Article 14 of the Declaration. Also, Units purchased after the date that subsection (b) of Section 14.1 of Article 14 of the Declaration becomes effective may not be rented or leased for 24 months following the date the Unit is purchased. After this 24-month period, the Unit will be subject to the "no more than 32 units may be rented" rule. Please refer to Article 14.1 for the applicable grandfathering provisions for these rules.
2. Background checks of prospective Lessees should be performed by the Unit Owner or rental agent or company. Owners should see the Building Manager, before listing a property for lease or rent, to determine the information required to comply with this rule.
3. No portion of a Unit (other than the entire Unit) may be rented or leased. The minimum Lease term is ninety (90) consecutive days, and no Unit may be rented or leased more than three (3) times per calendar year, with the date of commencement of the occupancy determining the year in which the Lease is made.
4. A Unit may only be leased or rented for Single Family Residential Use.
5. The total number of permanent Occupants of a leased/rented Unit is limited to two persons per bedroom.
6. The maximum stay for Guests of Lessees is fourteen (14) days. Guests of Lessees may not use the Unit except when the Lessee is also in residence.
7. No subleasing or assignment of lease/rental rights by the Lessee is permitted.

8. Each Lease shall contain the following covenant:

Lessee acknowledges (having received a copy of the Rules and Regulations of the Rivo at Ringling Condominium Association and attachments, and having read the same) that said Rules and Regulations are an integral part of this Lease with the same force and effect as if set forth herein at length; that any violation by Lessee is a substantial breach by Lessee of this Lease for which the Association may institute in the name of Lessor such action or proceedings as it may deem necessary or proper to enforce said Rules and Regulations, including, not limited to, injunction, termination of Lease, fines and summary proceedings to dispossess the Lessee.

9. Owners must advise the Building Manager of the name and address of the Tenants, the dates of the tenancy, and provide a copy of the Lease to the Association. The Owner, or rental company or agent, must furnish the prospective Lessee with a copy of the Rules and Regulations, and inform Lessee about mail delivery, parking, and all other Association requirements according to the Declaration and these Rules and Regulations. The Owner, or rental agent or company, are requested to provide a letter to the Building Manager that they have conducted a criminal check and credit check on each prospective Occupant over the age of 18, and state that the prospective Occupants have read all the Rules and Regulations of the Association.
10. The number of cars parked on the premises by the Lessees may not exceed the total of the number of parking spaces owned and rented by the Unit Owner/Landlord that are not being used by the Owner/Landlord or rented to others by the Owner/Landlord, plus any parking spaces rented by the Lessee from other Owners. The Unit Owner/Landlord shall provide the Tenant with all parking regulations and information pertaining thereto.
11. Except for service animals, no Tenant or its Guests or visitors shall be permitted to bring animals of any kind on the Condominium Property or to maintain pets in their Units.
12. Tenant Move: See MOVING REGULATIONS
13. The Unit Owner/landlord is responsible for informing Lessees that upon vacating the Unit for any period over 48 continuous hours, he/she must leave the air conditioning set at no more than 78 degrees and must turn off the main water valve and the hot water heater circuit breaker. The Lessee should also inform the front desk personnel that the Unit will be vacant. During hurricane season, Unit Owner is responsible for informing Lessee that he/she must remove all items from terraces, including furniture and plants, and must shut and securely latch all windows and sliding glass doors.
14. According to the Declaration, other leasing restrictions may apply.

15. An Owner may separately rent/lease an unused parking space or unused storage unit to any Resident. If such parking space or storing unit rental/lease is not part of a Lease for a Unit that is subject to Item 7 of this section, then the Owner must notify the Building Manager of any such rentals/leases and provide a copy of the associated rental/lease agreement.
16. Except as a guest of a Resident, Owners who lease their Units will no longer have access or use of the Building amenities.

## **REAL ESTATE AGENTS AND SIGNAGE**

1. The posting of real estate signs (for sale, for rent, open house, and similar signs) on the grounds, on the Common Elements, or in windows is prohibited.
2. Unit Owners/Landlords must advise the Building Manager in writing of their intent to sell/lease and to authorize real estate agents to have access to their units.
3. No open house may be held without two real estate agents present, one in the Unit and one posted in the lobby to register and escort the prospect to the Unit.
4. Neither the Association nor its employees are empowered to act as sales or rental agents for Owners.

## **COMMUNITY MANAGEMENT**

1. The Board of Directors is solely responsible for employing and terminating the Management Company. The Building Manager receives direction, including Board approved directions, only from the President of the Association, or in the President's absence, from the Vice President. No other Owner, Lessee, Resident or member of their household is authorized to issue instructions to the Building Manager. An Owner may make reasonable recommendations to the Building Manager so long as they do not interfere with his or her regular duties nor exceed his or her authority. Suggestions for or criticism of the Building Manager or staff should be submitted to the Board President in writing.
2. The Building Manager is responsible for employing, directing, and supervising all employees of Rivo at Ringling Condominium Association, Inc.

## **UNIT RENOVATIONS AND RULES GOVERNING BUILDING TRADES**

1. Unit Owners or Tenants, as applicable, must notify all tradespeople (including, without limitation, tradespeople performing maintenance or repairs, e.g., plumbers, electricians, air conditioner service personnel) performing work in his or her Unit of the Association's rules governing building trades.

2. Prior to any Unit renovation or remodeling work, including without limitation the replacement of an air conditioner, the licensed general contractor or company managing the work must provide the Building Manager a signed statement indicating that they have read and will abide by the Association's rules governing remodeling and renovation in the Building. A sample statement is provided in Attachment C, hereto. If the renovation or remodeling work is not being managed by a general contractor or a company, then the individual tradespeople performing the work must each provide a signed statement indicating that he or she has read and will follow these rules governing remodeling and renovation in the Building. The Building Manager shall have the right to deny entry to the Building to any general contractor, company, or tradesperson who has not signed such a statement.
3. No Owner shall make or permit the making of any material alterations or substantial additions to his or her Unit, the Common Elements, or Limited Common Elements, or in any manner change the exterior appearance of any portion of the Condominium Property, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium Property in part or in whole or violate any provision of the Condominium Documents.
4. Owners shall provide the Building Manager with a complete set of plans and a detailed description of the remodeling or renovation work to be done, a scheduled start and completion date of the work, and a copy of all permits issued by City of Sarasota.
5. Except for terraces, bare concrete flooring in any area of a Unit is prohibited. Except for terraces, all floors must be covered with wall-to-wall carpeting with high quality padding or covered with hard surface flooring (e.g., wood, marble, slate, ceramic tile, parquet) that is installed with Board approved sound absorbent underlayment.
6. All Unit Owners who wish to install a hard surfaced floor must have prior written approval from the Board and must install a sound control system with an STC rating of no less than 59 in accordance with the manufacturer's specifications and in conformity with general contracting customs in this area. An Owner may substitute equivalent sound-absorbing materials if approved by the Board of Directors in advance. If the installation of hard-surface flooring is made without prior approval, the Board may, in addition to exercising all other remedies provided in the Declaration, require the Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. The Board reserves the right to require the installation and use of area rugs in portions of the Unit if, despite compliance herewith, the installation of the hard surface floor results in unreasonable noises or disturbances to Occupants of the Unit below, or other adjacent Units, in the reasonable opinion of the Board. Any Unit Owner who chooses to install a hard surfaced floor in his or her Unit must adhere to these requirements, and in proceeding with the installation in accordance herewith waives any and all claims, causes of action, or damages that the Owner may incur as a result thereof, and further agrees to hold the Association, and its Board of Directors, officers, employees and agents, harmless from



any damages, causes of action, difficulties, problems, deficiencies, or failures of the hard surfaced flooring or sound absorption underlayment system. Owners shall also provide the Maintenance Supervisor a sample of the sound control system and the manufacture's specifications sheets. The Owner shall give the Building Supervisor, or his or her designee, the opportunity to inspect the sound control underlayment before the flooring is installed. The Owner must first talk to the Building Manager to find out what process is acceptable for removing the existing flooring.

7. No work shall be performed on Saturday, Sunday or holidays except for an emergency. Exceptions may be permitted only with the permission of the Building Manager.
8. Any damage by tradespeople to the Common Elements will be paid for by the Owner of the Unit and that contractor, who will be jointly and severally responsible.
9. Tradespeople cannot begin work in the Building until 8:00 A.M. All tradespeople must leave the Building by 4:00 P.M. daily after they have cleaned up the walkways, hallways, the freight elevator and any other Common Elements soiled by the tradespeople. There will be a \$50.00 per hour charge to the Owner if the Association's Building maintenance personnel work past 4:00 P.M. due to a trades person not leaving on time.
10. All contractors and/or vendors, who will perform work in a Unit, must have prior approval from the Building Manager prior to work beginning.
11. **Due to the "post tension cable" type of construction: the concrete floor slabs cannot be cut or core drilled without prior proper permitting from the City of Sarasota and the written consent of the Board of Directors.**
12. Preparation of materials for alterations may not take place in the hallways, walkways or on the balconies.
13. Tile and marble contractors must check in with the Maintenance Supervisor before starting any work to identify an appropriate work/cutting area.
14. Arrangements to move construction materials in and out of the Building must be set up first with the Building Manager; no moving of such material can be done on Saturdays, Sundays or holidays.
15. All service vehicles may load and unload in commercial parking spaces on the first floor of the garage when there is space available. If not, trade vehicles must be parked in the street. Trucks are not allowed to park in the alleyway except to load and unload and must not block the throughway.
16. Anyone who acts as a contractor must be licensed in the State of Florida and must submit a copy of his or her license and certificate of insurance naming the Rivo at Ringling Condominium Association as the "additional insured" with a minimum coverage of

\$1,000,000 to the Building Manager prior to beginning any work. Failure to do so will result in all work being stopped.

17. Tradespeople must sign in at the front desk and only use the freight elevator.
18. Tradespeople must use suitable padding, paper or plastic protection of hallway carpet leading to the Unit when necessary.
19. Tradespeople must not play radios or recorders that can be heard outside the Unit.
20. Tradespeople must bag smoke detectors before painting or performing work that will raise sand or dust because paint fumes, dust and sand can set off the Building's fire alarm system. After the work is finished, the bags must be removed from the smoke detectors by the contractor. A fire alarm caused by failure of the tradesperson to comply with this rule will cost the Owner for each such call, \$100 plus the amount the Association pays the City for responding to the alarm.
21. No materials may be poured into any sink or toilet that could clog or damage the plumbing. No chemicals, paints, solvents, construction material or hazardous substances of any kind can be poured into any sink or toilet.
22. Contractors who work in the loading area or use the loading area sink must clean the area and sink prior to departing each day.
23. Smoking and vaping by tradespeople in all Common Elements is strictly prohibited.
24. All tradespeople engaged to perform work at the Condominium must be properly attired.
25. All construction materials in Common Elements must be removed from the property on a daily basis. Use of the Association's dumpsters by tradespeople is prohibited.

## **ENFORCEMENT**

1. Every Unit Owner, Tenant and Occupant, and their Guests, family members, employees, agents, licensees, and invitees, shall comply with these Rules and Regulations and the provisions of the Declaration, the Articles of Incorporation and the Bylaws of the Association (all as amended from time to time). Failure to comply shall be grounds for legal action, which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, fines, and any combination of such action.
2. In addition to all other remedies, in the sole discretion of the Board of Directors, a fine or fines may be imposed upon an Owner for the failure of an Owner, his or her Tenants, family, Guests, invitees, Lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or Bylaws.

## **PROCESS FOR THE IMPOSITION OF FINES BY THE CONDOMINIUM ASSOCIATION**

Section 718.303(3), Florida Statutes and Section 6.13 of the Bylaws provide that the Association may levy reasonable fines against an Owner for any violation of a provision of the Condominium Documents by the Owner or by an Owner's Tenant, licensee, visitors, or Guest.

The Section 718.303(3), Florida Statutes, and the Bylaws also require that the Association grant an Owner the opportunity to be heard at a hearing before assessing a fine.

The levying fines and conducting hearing shall be performed in accordance the Section 718.303(3) of the Florida Statutes and the Bylaws.

Section 6.13 of the Bylaws states: "The Board of Directors shall have the authority to adopt rules, regulations and policies to fully implement its fining authority." From time to time, if necessary, the Board may exercise this authority.

In addition to fines that may be levied against them, an Owner shall be responsible for all attorney fees incurred by the Association incidental to the levy or collection of the fine. Any partial payments received by the Association shall be first applied against attorney's fees, then costs, then unpaid fines.

## **OWNER PARTICIPATION IN MEETINGS**

1. Every Owner shall have the right to participate in Board of Directors meetings, and a meeting of a committee to the extent required and permissible under applicable law, and the Declaration.
2. Statements by Owners at meetings shall be restricted solely to agenda items. No other statements shall be permitted except as may be authorized by the chairperson of the Board or a committee, in his or her sole discretion.
3. At the sole discretion of the meeting's chairperson, a Unit Owner may speak only once on each agenda item and the Owner's statement shall not exceed three (3) minutes. Before speaking the Owner shall state their name and Unit number(s) she or he owns.
4. The chairperson of the meeting shall give the floor to any Unit Owner desiring to speak subsequent to the calling of the agenda item and prior to the discussion and vote of the Board or committee upon the agenda item. At the sole discretion of the chairperson of the meeting, the chairperson may allow Owners to participate during the Board or committee discussion of an agenda item, provided, however, that at any time after each Owner has had an opportunity to speak prior to the discussion and vote of the Board or committee, the chairperson may, in his or her sole discretion announce that Owner statements are concluded thereby ending Owner discussion on that agenda item.

5. Unit Owners may not make or second motions, may not participate in discussions after Owner discussion is concluded on that subject, and may not vote.

## **OWNER PARTICIPATION IN THE BUSINESS OF THE ASSOCIATION**

The Condominium Documents (in particular the Bylaws) include, among other stipulations, provisions dealing with:

- Elections of the Board;
- Power and duties of the Board;
- Amending the Condominium Documents;
- Owners voting rights and participation in meetings and committees; and
- Association record keeping and Owner access to these records.

Each Owner is responsible for becoming familiar with and complying with all of the Condominium Documents.

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## DEFINITIONS OF TERMS

Unless the context otherwise requires, the terms used in these Rules and Regulations have the meanings stated below. The **bolded** terms are from Section 718.103 of the Florida Statutes or the Association's Articles of Incorporation, Declaration of Condominium and Bylaws.

"Articles of Incorporation" and "**Articles**" shall mean the Articles of Incorporation of the Rivo at Ringling Condominium Association, Inc. as they exist from time to time.

"**Assessments**" shall mean a share of the funds required for the payment of Common Expenses which from time to time are assessed against any Unit Owner.

"**Association**" shall mean Rivo at Ringling Condominium Association, Inc., a corporation not for profit organized under the laws of the State of Florida, and its successors.

"**Board of Directors**" or "Board" shall mean the Board of Administration as defined in the Condominium Act and shall constitute the representative body responsible for administration of the Association.

"**Building**" or "**Condominium Building**" shall mean the high-rise structure constructed as part of the Condominium.

"Building Manager" is Elisa Andersen, or any other person that may be designated by the Board to manage the Building, from time to time.

"**Bylaws**" shall mean the Amended and Restated Bylaws of Rivo at Ringling Condominium Association, Inc. that are attached to the Declaration of Condominium as Exhibit D, as they may be subsequently amended from time to time.

"**Common Elements**" shall mean that portion of the Condominium Property not included in the Units. Reference to "Common Elements" include "Limited Common Elements" unless the context otherwise requires.

"**Common Expenses**" shall mean the expenses of administration, maintenance, operation, repair and replacement of the Common Elements, of any portions of the Units to be maintained by the Association, and of any other property or improvements in which the Association owns or holds an interest and which property or improvements are reasonably related to the operation of the Condominium, reasonable reserves for the replacement of the aforementioned property, and other expenses declared to be Common Expenses herein or by the Bylaws and any other valid expenses or charges against the Condominium as a whole for which the Unit Owners are liable to the Association. The enumeration of Common Expenses set forth herein is not exclusive.

"**Condominium**" shall mean that form of ownership of Condominium Property under which Units in the Condominium Building are subject to ownership by different Owners, and there is appurtenant to each Unit as part thereof an undivided share in the Common Elements. This Condominium is a residential condominium as defined in the Condominium Act.

**"Condominium Act"** shall mean Chapter 718 of the Florida Statutes, as subsequently amended from time to time.

**"Condominium Documents"** means the Declaration of Condominium, the survey and plot plan, the Articles of Incorporation and Bylaws of the Association, and the Association rules and regulations, as amended from time to time.

**"Condominium Parcel"** shall mean a Unit together with an undivided share in the Common Elements which is appurtenant to the Unit, and appurtenance thereto.

**"Condominium Property"** shall mean and include the lands that are subject to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

**"Declaration"** or **"Declaration of Condominium"** shall mean the Amended and Restated Declaration of Condominium of Rivo at Ringling, A Condominium, as it may be subsequently amended from time to time.

**"Director"** shall mean any Member of the Board of Directors.

**"Guest"** means any person (other than the Unit Owner and the Unit Owner's Immediate Family) who is physically present in, or occupies a Unit on a temporary basis at the invitation of the Unit Owner or other permitted Occupant, without the payment of consideration.

**"Immediate Family"** means the spouse, grandparent, parent, child, grandchild or sibling of the Unit Owner or the Owner's spouse.

**"Limited Common Elements"** shall mean those Common Elements, which are reserved for the use of certain Condominium Unit or Units to the exclusion of other Units, as specified in the Declaration.

**"Lease"** shall mean an agreement, including any rental agreement, by which an Owner conveys the Owner's Unit to another for a specified period of time, as more fully defined in the Florida State Statutes.

**"Lessee"** shall mean a person(s) who leases or rents a Unit from a Unit Owner.

**"Management Company"** shall mean Argus Property Management, Inc., or any other property management company as designated by the Board from time to time.

**"Maintenance Supervisor"** is Richard Graivshark, or any other person designated by the Board from time to time.

**"Master Covenants"** shall mean the Master Declaration of Covenants, Conditions, Easements, and Restrictions as recorded in Official Records Instruments #2004192176 of the Public Records of Sarasota County, Florida, as amended from time to time.

"Meeting of the Unit Owners" is defined as a quorum of Unit Owners gathered to discuss official Association business.

**"Member"** or **"Member of Association"** means and refers to any person, natural, or corporate, who is a Unit Owner.

**"Master Association"** shall mean Rivo at Ringling Master Association, Inc., pursuant to its Articles of Incorporation and Bylaws, which are attached as exhibits to the Master Covenants.

**"Occupant"** when used in conjunction with a Unit, refers to a person staying overnight in a Unit.

**"Resident"** shall mean any Occupant, other than Guests, of a Unit.

**"Rivo at Ringling"** shall mean all of the property that is subject to the Master Covenants.

**"Rules and Regulations"** shall mean these rules and regulations that may be modified by the Board from time to time.

**"Single Family Residential Use"** shall mean occupancy by a single housekeeping Unit composed of one (1) person, two (2) people no matter how related; or three (3) or more persons all of whom are related to each other by blood, marriage, legal adoption or acting as guardian, legal custodian, or legal designee of a parent for a minor child residing within the Unit, it being the intention of this provision to prohibit occupancy of a Unit by three (3) or more unrelated adults while clarifying that nothing herein shall be applied or construed to permit discrimination based upon familial status, handicap, or other protected classifications under Fair Housing Laws.

**"Tenant"** shall mean any person entitled to occupy a Unit under a rental or lease agreement.

**"Unit"** shall mean a part of the Condominium which is to be subject to private, exclusive ownership.

**"Unit Owner"** or **"Owner"** shall mean the record owner of legal title to Condominium Parcel.

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## **ATTACHMENT A: CARE OF THE BUILDING PLUMBING SYSTEM**

In order to maximize the useful life of the plumbing, the following guidance to Owners to reduce waste building up within the system is based on recommendation from the Association's plumber, or engineer, or both:

- Avoid using chemical drain cleaning products, such as Drano, as they accelerate deterioration of cast iron piping. In addition, as they do not usually completely remove the clog, they tend to be used on multiple occasions leading to further accelerated deterioration of the piping system.
- Instead of harsh chemicals, at least once a month, fill up your kitchen sinks with hot tap water from the faucet ( do not use boiling water), pull the drain plug, and let the water run down the sink drain. What you are looking for is the water to form a tornado; this lets you know there is proper drainage. This should be done a few times on each side of the sink if you have a two-sided sink.
- At least once a month, you should run water down all drains to make sure you get the p-traps wet. This prevents sewer odor, which is caused by dry p-traps.
- Watch how quickly water goes down the drains; slow drainage, or change in swirl of water, could be a sign of buildup in the plumbing line and should be reported to Building Management. If you hear any gurgling, please notify the Building Manager. Please understand the Building Manager will refer you to the Association's plumber to assess the situation.
- Keep food scraps out of kitchen drains, hair out of bathroom drains, and only flush sewage and toilet paper down toilets. Never dump grease down the kitchen drain, even with a disposal. When hot grease cools, it becomes a solid and clogs the drains. To reduce hair buildup in bathroom drains, install screens over drains and remove hair buildup as necessary.
- Do not use excessive amounts of detergent in laundry machines. Excessive detergents slow the drainage process and lead to a greasy buildup in the stack.

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## **ATTACHMENT B: RECYCLING RULES**

**Bottles, Cans and Plastic:** recyclable materials include: aluminum cans, foil, and food trays without residue; steel and tin cans; glass bottles and jars of all colors; metal jar lids; plastic containers typically marked on the bottom with a **1, 2, 3, 4, 5, or 7**; and poly-coated paper cartons (milk and juice cartons and boxes).

**Note: This category does not include Styrofoam and packing peanuts, wire coat hangers and plastic bags.**

**Paper-based Items:** recyclable materials include: newspapers, junk mail, magazines, telephone directories, white or colored paper, brown paper bags, cereal boxes, and paper of just about any type that is not contaminated by food, metal, glue, etc. Shredded paper documents may now be recycled. Place shredded paper in a paper bag (do not use plastic bags) and seal the top of bag with staples (do not use tape). Place shredded paper in the paper recycling trash bin.

**Note: Corrugated boxes need to be recycled separately. Please bring broken down corrugated boxes to the 1<sup>st</sup>-floor garage and place in the blue bin. Please don't put them in the recycle bins or the trash room.**

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## **ATTACHMENT C: STATEMENT CONCERNING RULES GOVERNING RENOVATIONS**

This statement pertains to the work being done in Unit \_\_\_\_\_ that is scheduled to begin on \_\_\_\_\_ and end on \_\_\_\_\_.

I \_\_\_\_\_, my employees and subcontractors have read and will adhere to the Rivo at Ringling Condominium Association rules and regulations, attached hereto, regarding UNIT RENOVATIONS AND RULES GOVERNING BUILDING TRADES.

\_\_\_\_\_  
Print Name of Contractor/Tradesperson

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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