



DADELAND CAPRI CONDOMINIUM ASSOCIATION, INC.
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**RULES AND REGULATIONS
FOR
DADELAND CAPRI CONDOMINIUM, INC.**

OWNER/ OCCUPANT

1. Within 30 days after Unit Owner obtains ownership interest, the Unit Owner will provide the following information in writing to the Association :
 - a) The home address, business mailing addresses, and the home and business telephone numbers and email of the unit owner and all occupants of the unit.
 - b) The name, business address, and business telephone number of any person who manages the unit owners; unit as an agent for that owner.
 - c) Within 30 days after changes to any information that this section requires Owner to notify Association with any change.
2. All units must be used only for single family residential purposes. No unit may be partitioned or subdivided. All purchasers or tenants of Dadeland Capri must go through the application process.
3. The number of persons living in a unit shall be limited as follows:
 - 3/2 units will be limited to a maximum 3 adults and 3 children
 - 2/2 units will be limited to a maximum of 2 adults and 2 children
 - 1/1 units will be limited to a maximum of 2 adults and 1 child under 2.
 - **Note all persons 18 and older are considered adults. If renewing lease, any adult children must apply.**
4. Children shall at all times be supervised by their parent or Unit Owners/ Residents.
5. No commercial or business purposes shall be conducted or solicited in any Unit.
6. Any and all alterations, remodeling, or modification to the interior of the units must have prior written approval from the Board, and, if required, proper Dade County permits must be obtained. Any and all such work involving hammering, pounding, drilling, or sawing noise must be done solely between the hours of 9 am to 5 pm, Monday through Friday, and Saturday from 11 am to 5 pm.

7. All Unit Owners must comply within 60 days of all reasonable requests by the Association to inspect or obtain documentation from Unit Owner to evidence compliance with all applicable laws, zoning and ordinance requirements, and other regulations of governmental authorities having jurisdiction over the Condominium.
8. All unit owner/s must provide, to the Association proof of liability coverage for their unit/s. The coverage must remain active at all times.
9. Those Unit Owners/Residents who violate these rules shall be responsible for all costs incurred by the Association, including court costs and reasonable attorneys' fees, in the process of rectifying the non-compliance. These costs should also include the removal of all articles, vehicles, and substances from the Condominium Property which were placed there in violation of these rules.
10. Temporary Gratuitous Guests must register with the Association as per the Declaration and shall be allowed to stay up to a maximum of 30 days per calendar year. Any guest staying above this maximum allowable amount of days shall be required to apply for Association approval as a tenant.
11. All requests for water shutoff will include your plumbers' license and insurance. All request must be made 48 hours in advance. A fee for notifying all units of that building will be \$25.00.
12. All requests for an air conditioning contractor to access the roof shall be made 48 hours in advance and requires that the contractor show proof of insurance which includes workman's compensation for their employees.
13. Each unit owner is required to provide Association with such keys as are necessary to permit access to the owners unit.
14. No Unit Owner/Resident may install any window air conditioning unit in his/her unit or in the Common Elements.
15. Unit Owners shall install and maintain in good operating condition, smoke detectors as required by law.

RENTALS

1. All owners, occupants and tenants must go through the application process in order to purchase or reside at Dadeland Capri Condominium.
2. Unit owners who lease their units are responsible for making the Occupant(s) / tenants aware of the Rules , and for any violation of the Declaration, Bylaws, and /or Rules committed by their Occupant's /tenant's families, guests and invitees. If violations occur, a written notice will be sent to the Unit Owner and to the Occupant(s)/ tenant(s) on file with the Association. The Unit Owner is responsible for rule enforcement assessments and all other damages, including any recourse the Unit Owner may wish

to take against an Occupant/tenant who is violation. If the Unit Owner fails to cooperate, the Board may initiate eviction proceedings against the Occupant/ tenant.

3. All Unit Owner/Residents shall schedule the moving in or out of the condominium with the Association office. Such notice shall be in writing no less than 48 hours prior to scheduled moving date in order for staff to place elevator padding on the walls of the elevators. Moving times are Monday through Saturday 9 am to 5 pm (meaning moving needs to be completed before 5 pm). All Unit Owners/Residents shall be liable for any and all damages resulting to the Condominiums Property caused by moving, receiving deliveries, or removing furniture or other articles to and from their units. All moving companies must show proof of liability insurance in the case they cause any damage to common areas or limited common areas which the Association maintains. If self-moving, the owner will be held responsible for any damages to Condominium property.

COLLECTION POLICY

1. All assessments, including maintenance fees, are due on the 1st day of the month and are considered late if not received by the 10th day of the month.
2. An administrative late charge of \$25.00 per month will be charged for any late payment and on any unpaid balance of the assessments.
3. Payments will be applied to the Unit account in the following order:
 - a. Administrative late fee owed to association
 - b. Collection cost and/ or attorney's fees incurred by Association
 - c. Principle amounts owed to the Association for common expenses.
4. Any past due assessment may cause a lien, suit for money judgement, and / or foreclosure to be filed against the Unit.
5. Any cost, including attorneys' fees, recording costs, title reports, and /or court cost incurred by Association in the collection of delinquent assessments will be added to the amount owed by delinquent Owner.

GOUNDS-LIMITED COMMON ELEMENTS-COMMON ELEMENTS

1. The exterior of the building and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any Unit Owner/Resident in any manner without prior consent of the Association, which may be withheld on purely aesthetic grounds within the sole discretion of the Association. This includes balcony and patio edges, shades of any sorts, or string lights.
2. No awnings, window guards, light reflective materials, hurricane and storm shutters, ventilators, fans or air conditioning devices shall be used in or about the building except as shall be approved by the Association, which may be withheld on purely aesthetic grounds within the sole discretion of the Association. Notwithstanding the

foregoing, the Association shall not refuse the installation of hurricane shutters conforming to the specifications adopted by the Association.

3. All balconies and patios shall be kept in an orderly, clean, sanitary fashion all times. No other goods, materials, awnings paraphernalia, or the like are to be affixed, drilled into walls, placed, or stored on said patios or balconies except with Board approval., providing however, nothing herein shall prevent any Unit Owner/Resident from displaying one portable, removable United States flag in a respectful way on Armed Forces Day, Memorial Day, Independence Day and Veterans day.
4. Any and all Christmas holiday decorations must be removed by January 20th of each year.
5. Children of guests shall at all times be supervised by their parents or Unit Owners/Residents when they are visiting. Children shall not be permitted to loiter in stairways, hallways and sidewalks. Children under the age of 14 shall not be allowed unsupervised around pool area.
6. The water closets and other water, plumbing and disposal apparatus shall not be used for any other purpose other than that which they were constructed. No rubbish, rags, disposable wipes (either bathroom or disinfectant), newspapers or other substances shall be thrown within. If any damage to the property of others, , including common elements, results from the misuse or neglect of such facilities, the cost of repairing the damage shall be borne by the owner of the unit where the damage originated.
7. NO DISPOSABLE WIPES OF ANY TYPE ARE PERMITTED TO BE DISPOSED OF IN TOILETS AT ANY TIME.
8. No drilling of floors, patios, exterior walls, or ceilings is allowed for attachment or hanging of any material, including without limitation planters and hammocks without the Boards prior written approval.
9. The sidewalks, catwalks, entrances, passages, exits, patios, stairways and like portions of the Common Elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress. Nor shall carts, carriages, bicycles, chairs, tables or any other similar objects be stored within, unless it is designated for that purpose, i.e. Bicycle racks.
10. Personal property of Unit Owners/Residents must be stored in their respective Units. No garbage cans, linens, blankets, clothing, curtains, rugs, mops, or laundry of any kind be shaken or hung from any windows, doors, patios or balconies. All storage sheds on balconies must be under 36 "high, so they are not visible beyond balcony railing.
11. All automobiles must enter through east side entrance gate and exit through west side exit gate.
12. All garbage shall be deposited inside of the garbage dumpsters or recycling bins. Furniture or bulk items left outside or next to the dumpster or anywhere on Condominium Property is strictly prohibited. Fine, plus charges for disposal will be charged to Unit.

13. No skateboarding or bicycle riding shall be permitted in the Common Elements of the Condominium Property.
14. No Unit owner/resident shall play or permit to be played any musical instruments or operate a phonograph, television, radio, or sound amplifier in his Unit, porch, balcony or patio in such a manner as to disturb or annoy other residents. Radios, televisions and other instruments which may create noise should be turned down between the hours of 10:30 PM and 8 AM.
15. No fireworks may be discharged anywhere on Condominium property.
16. No Unit Owner/Resident shall make or permit any disruptive noises or noxious fumes in the building or permit any conduct of any person that will interfere with the rights comforts, or convenience of other residents.
17. Cooking shall only be allowed in the kitchen of each Unit. No cooking shall be permitted on any unit terrace, balcony or walkway. No BBQ or hibachi or any other type of grill shall be stored on balconies, at any time.
18. No drilling of floors, patios, exterior walls, or ceilings is allowed for attachment or hanging of any material, including without limitation planters and hammocks without the Boards prior written approval.
19. No radio or TV antennae or connections shall be installed or shall extend outside of the unit.
20. Unit owners and their families, employees, agents or licensees shall not at any time or for any reason enter or attempt to enter the roof of any building without prior authorization from the Board.
21. Sunbathing is not permitted on any common element except in the pool area.
22. No Unit Owner/Resident shall permit any condition to exist which shall induce, breed or harbor plant diseases or noxious insects.
23. No signs, pictures, banners, posters, or other objects of any nature shall be exhibited, displayed, inscribed, printed or affixed in or upon any part of a Unit which may be seen from the Common Elements. This includes any window banners.
24. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any Unit, balcony, or patio except as may be required for normal household use.
25. Any Unit Owner/Resident who plans to be absent during Hurricane season must prepare Unit prior to departure by :
 - a. Removing all furniture and plants and other objects from balconies and patios
 - b. Closing all shutters

- c. There will be no taping of windows at any time. Any temporary boarding for hurricanes must be removed within 7 days after the hurricane.
26. Plants, pots and any other objects must not be kept on the edge of the balconies, patio walls or window sills.
27. Unit Owners/residents shall not throw cigars, cigarettes, or any other objects from windows, doors, or balconies. No sweeping or hosing down of substances shall be permitted to escape to the exterior of the building from windows, doors, or balconies.

PETS

1. All Unit Owners/Residents are required to complete a "pet registry form", and pay a non-refundable annual \$200 pet fee. Maximum weight of any pet not to exceed 40 lbs. Maximum 2 pets per unit. No animal shall be maintained on any balcony or terrace. All pets must be kept and fed inside unit.
2. Feral animals are not to be fed at any time. This includes but not exclusively; ducks, birds, cat or dogs.
3. Any permitted pets must at all times, be accompanied and under full control of their owners in any portion of the common areas or limited common areas.
4. No pet shall be fed in any common area or limited common area at any time.
5. Pitt Bull Laws in Miami-Dade County. It is illegal in Miami-Dade County to own or keep American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any other dog that substantially conforms to any of these breeds' characteristics, according to the Miami-Dade County ordinance, Chapter 5, Sec. 5-17.
6. Pets may be maintained in a Unit provided such pets are permitted to be so kept by applicable laws and regulations. Generally, not a nuisance to residents of other units or of neighboring buildings.
7. Neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, Unit owners, and the Association in such regard. Without limiting the generality of this Section, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, included, but not limited to, the right to fine Unit owners/Residents as provided by the By-Laws and or to require any pet to be permanently removed from the Condominium Property.
8. No pet or animal shall be maintained or harbored within a Condominium Unit, common element, or limited common element that would create a nuisance to any other Unit Owner/Resident. No animal shall be allowed to make an unreasonable amount of noise that would constitute a nuisance. A determination by the Board of Directors that a pet or animal maintained or harbored within a Condominium Unit common element, or limited common element is creating a nuisance shall be conclusive and binding upon all parties.

9. No pet should be allowed to urinate or defecate in the interior patios or garden area of the Condominium.

MOTOR VEHICLES/ PARKING

1. All vehicles parking on Dadeland Capri property must be registered in the Association office. You must notify Association office of any change of vehicle within 10 days.
2. Visitor parking at Dadeland Capri is limited to three times per vehicle per calendar week for visitors, only. Residents cannot park in visitor spots. All violators will be subject to towing at owners expense.
3. No motor vehicle which cannot operate on its own power or has an expired registration, shall remain on Condominium Property for more than 48 hours. No vehicle shall be repaired on the Condominium Property. No Commercial trucks, trailers, mobile homes, commercial vans, campers, buses, or boats shall be parked on Condominium Property.
4. All portions of the streets or grass areas within the Condominium property that are not specifically designated for parking a vehicle are prohibited , and subject to tow at any time and without warning at car owners expense.
5. No car washing shall be allowed on Condominium Property using community water.
6. Vehicle repairs may not be performed within the Condominium property.
7. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes or other parking spaces. All violators are subject to tow.

DADELAND CAPRI POOL RULES:

1. The Club pool is for the exclusive use of Residents and their guests. UNACCOMPANIED GUESTS ARE STRICTLY FORBIDDEN and will be asked to leave condominium property.
2. Use of pool facilities at any time is at the swimmer's own risk-there is no lifeguard on duty.
3. Swimming is prohibited during hours outside of those hours posted by the Association.
4. All persons using pool furniture are required to cover the furniture with a towel when using suntan lotions. It has been found that these preparations stain and damage the furniture.
5. Out of consideration for others, no radios will be permitted in the pool areas, except those listened to solely by earphones.
6. No swimming under the influence of drugs or alcohol. No illegal drug use of any kind on condominium property.

7. We would appreciate everyone's cooperation with cleaning up the pool area tables before you leave.
8. No disposable diapers should be allowed– "swimmies" will be required for all children that wear diapers.
9. No one with open sores or wearing bandages/band aids should enter the pool. (band aids aren't good for the filters)
10. No dogs or any other animal shall be permitted in/ or around pool area.
11. No food or drinks are to be taken into the water. Glass containers are not permitted in the pool area. No alcohol products are allowed.
12. Children under fourteen (14) years of age are not allowed to use the pools unless accompanied by an adult. They shall confine their activities to the general vicinity of the pool and children's areas and shall conduct themselves so as not to be a nuisance to others.
13. Young children who are not "pool safe" will be permitted only when accompanied by an adult and must wear waterproof diapers.
14. Running, ball playing and noisy or hazardous activity will not be permitted in the pool areas. Pushing, dunking and dangerous games are forbidden.
15. Life safety device is not to be used as a toy.
16. No dunking or throwing of people in the pool or throwing people into the pool.
17. Running on the deck, pushing or rough play is not allowed.

The Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit, or its occupant, licensee, or invitee, to comply with any provisions of the Declaration, the Association By-Laws, or rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis on each day of a continuing violation, with a single notice and opportunity for a hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after given reasonable notice and opportunity for a hearing to the Unit Owner/Resident. The hearing must be held before a committee of other Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

ADOPTED AND APPROVED ON THE ____ February 18, 2020_____

DADELAND CAPRI CONDOMINIUM ASSOCIATION, INC