

**Midport Place 1 Condominium  
Rules and Regulations  
Amended January 5, 2022**

## **DEFINITIONS**

**GOVERNING DOCUMENTS-** Your governing documents consist of the Declaration of Condominium, Articles of Incorporation and By-Laws. There are also attached as part of the By-Laws, associations Rules and Regulations. Owners are responsible to supply these to new ownership after sale of their unit. Owners are also responsible to provide a current copy of the associations Rules and Regulations to their guest/tenant.

**COMMON ELEMENT-** The common element is the areas of the property that are owned by the Association. Each owner's share in the Association gives them the right of use of the common areas. These include but are not limited to the pool, club house, mailbox areas, roadways, ponds. Common element may also pertain to a portion of your unit.

**LIMITED COMMON ELEMENT-** The areas of Limited Common Element include the parking spaces assigned to your unit and the balconies or terraces of the units. These areas are for the exclusive use of the unit owner.

**ARCHITECTURAL APPLICATION (ARC)-** Any time a unit owner wishes to modify the exterior of their unit, the limited common or common element, an ARC application must be submitted to Board of Directors for approval. Each ARC application must be filled out and approved prior to work beginning on the unit.

**GUESTS-** any person(s) visiting or staying on the property or in a unit accompanied by a unit owner.

**TENANT-** any person(s) residing on the property after proper application for and approval by the Board of Directors.

## **VEHICLES**

**PARKING DECAL or PASS** - given to each resident, tenant, or guest for display in their vehicle. Not displaying the proper pass may result in the removal (tow) or immobilization (booting) of the vehicle at the owners/tenant/ guest expense.

**OVERSIZED** – any vehicle that does not fit entirely in the provided parking space.

**UNSIGHTLY** – visually unkept, damaged or objectional to guests, owners or management will be considered unsightly.

**MODIFIED** – any vehicle that has been modified in a way that creates a nuisance or makes such vehicle unsightly.

**LOUD** – any vehicle that has been modified or damaged in a manner that would create excessive noise that is objectional to an owner, guest, or management.

**COMMERCIAL-** any vehicle displaying a business name or entity by permanent or temporary means.

**CARGO VAN-** any vehicle without side windows other than driver and passenger.

**EXPIRED LICENSE PLATES** – any vehicle displaying license plates with expired state registration sticker.

**DISABLED VEHICLE-** any vehicle that cannot be moved under its own power.

**BUILDINGS**

**ENTRY WAY** – the entrance and exit path in each building that leads to the units, the space at the unit doorway and the opening to each terrace.

## **Rules and Regulations**

### **Concerning the use of the Condominium by its owners, guests, and tenants.**

Pursuant to the power and authority provided by Article II, By-Laws, of the Articles of Incorporation and Section 13 of the By – Laws of Midport Place 1 Condominium Association (hereafter the “Association”), the Board of Directors of the Association does hereby amend the existing Rules and Regulations as provided by said Section 13 of the By Laws and any amendments heretofore made thereto, in the following manner:

Section 13. Rules and Regulations- Annexed hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, by resolution and without meeting the requirements for amendment of the By-Laws or Declaration of Condominium, modify, amend, or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units at a meeting called for that purpose may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended, or additional rules and regulations shall be furnished by the Board of Directors to each Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer. The amendment to the rules and regulations need not be recorded in the Public Records of St Lucie County as an amendment to the Declaration of Condominium or of the By-Laws.

The following rules and regulations are hereby adopted by the Board of Directors for the purpose of governing the use, operation, maintenance, management and control of the condominium units, the limited common elements appurtenant thereto and the common elements and shall apply to and be binding on all unit owners, their heirs, successors and assigns.

**NOTICE:**

*The acceptance of a Warranty Deed conveying title to a unit will be considered an acceptance of the enforcement provisions of the Rules and Regulations. The following Rules and Regulations will apply to and be binding on all unit owners, their heirs, successors, and assigns.*

All owners, guests, and renters are subject to Midport Place 1 Rules and Regulations.

Revisions to the Rules & Regulations will be made whenever necessary to keep current with the situations and changing conditions. Suggestions for any changes should be submitted to the Board of Directors in writing.

The Board of Directors has the responsibility and the authority to enforce the Rules and Regulations. However, the Board of Directors may delegate its responsibility to the management company to carry out the details of enforcement, recording the same and reporting the results of their actions to the Board of Directors.

A complaint, in writing, may be filed with the Board of Directors or with the Manager. Violators will be notified by the park manager in writing by certified mail and regular mail and a copy will be filed in the office. In a case of renters, the owner and tenant will be notified, and the owner will be ultimately responsible for their renters.

## **VIOLATIONS and FINE COMMITTEE**

### **FINE COMMITTEE DESIGN AND PURPOSE**

The committee shall serve as an avenue for owners who wish to present their case for appeal of a violation or suspension that has been levied against them. The committee, after proper notification, will hear both the board and owner presentation and will then decide to “confirm or reject” the violation. If the committee finds in favor of the owner, the fine/suspension will be nullified. If the committee finds in favor of the Board, the fine process will continue to collections stage.

The Fine Committee, hereby referred to as “the Committee”, shall consist of at least 3 members made up Midport Place 1 homeowners. Such members must not be officers, directors, or employees of the association, or be a spouse, parent, child, brother, or sister of an officer, director, or employee of the association. A panel of any 3 members from the committee shall be formed for the purpose of hearings. The role of the committee is limited to determining whether to “confirm or reject” the violation, fine or suspension levied by the board. The fining committee must confirm or reject the fine or suspension by a majority vote. A list of current committee members shall be held in the office and posted on the community website.

### **VIOLATION AND FINE PROCESS**

Note: It is the responsibility of every homeowner, guest and tenant in Midport Place 1 to have in their possession and read thoroughly a current copy of the Rules and Regulations. Copies of all governing documents including the Rules and Regulations can be downloaded or read online at” midportplace1.com” or a printed version can be obtained from the management. The owner of the property is ultimately responsible for their tenant’s compliance to the Rules and Regulations. Fines can be imposed against homeowners, tenants, occupants, licensees, and invitees.

### **Section A – NOTICE OF VIOLATION**

1. The owner and tenant (If applicable) will be sent a Rule Violation Notice of the rule infraction via hand delivery and / or regular mail. This notice will contain a description of the violation, the authority in your governing documents to cite the issue as a violation, and a 14-day time frame for correction. In the event of an emergency a 24-hr time frame for correction will be issued if the violation is a safety concern to property or other persons. At this stage there is no fine imposed.

## **Section B – FINE PROCEEDURE**

1. If the violation has not been corrected within the 14-day time frame, fining will begin, and the owner will be notified (by certified and regular mail), of the fine imposed. This letter will state the violation, the amount of the fine and notice of a scheduled meeting date with the fine committee. The owner may at this time request an alternate date and time for the hearing if needed.

2. If the homeowner is present, the manager will present the case first and the homeowner will follow with their case for appeal. A question-and-answer session by the committee may follow. After all parties have sufficiently presented their case and answered all questions the hearing will end. The committee will then discuss the case and make their decision to “confirm” or ‘reject” the fine. After the decision is made the committee chair will immediately notify the manager who will in turn notify the homeowner.

## **Section C - COLLECTING THE FINE / LEVYING SUSPENSION**

1. After a fine is ratified by the committee, the manager will send the homeowner a copy of the committee’s response and an invoice for the fine. The homeowner then has 5 days after the date of the committee meeting at which the fine was approved to remit payment.

2. The Board may also suspend homeowner’s or tenants’ rights to common areas and facilities for any violation of the Association’s Declaration of Condominium, bylaws, rules and regulations and for failure to pay fees or fines for more than 90 days. Homeowners with unpaid fines, or any other monetary obligations, on their account over 90 days delinquent, will not have any tenant application approved until the fine, or other monetary obligation is paid. The homeowner or guest will have the right to go before the Fine Committee regarding the suspension of the right to use the common areas and facilities for the violation of the Declaration of Condominium, bylaws, rules and regulations. The same procedure for appeal (Sect B par 2) applies to suspensions of the right to use the common areas and facilities for the violation of the Declaration of Condominium, bylaws, rules and regulations. If the Committee validates the suspension, the Clubhouse facility privileges will be suspended.

a. The Board also reserves the right to file suit in small claims court to enforce collection of the fine as ratified by the Fine Committee if such is not paid within the time frame allowed by law. All attorney fees, filing fees and other expenses incident to the enforcement of these Rules and Regulations will be paid for by the non-prevailing party.

b. Homeowners with monetary obligations over 90 days will also have their voting rights suspended. The suspension of voting rights will be confirmed at a BOD meeting, and a letter will go to the owner, to inform of the suspension, but no hearing committee meeting is necessary

## Q and A

**When does the fine begin?** Fining begins on the (15<sup>th</sup>) fifteenth day if the Homeowner does not correct the violation within the allotted time as described in the Rule Violation notice (Sect A Par 1)

**What is the fine for a rule violation?** The fine amount is \$100 per day with a ceiling of \$1000.

**How high can the fine go?** The fine incurred is \$100.00/day. The fine will continue to escalate until the violation is cured or the fine ceiling of \$1,000 has been met.

**Can a new fine be imposed for the same violation if the original fine reaches \$1000?** If a violation is properly noticed and a hearing properly held and the fine was ratified by the committee, the case is essentially closed. If the homeowner still has not complied, then the Board of Directors may pursue other remedies to address the violation, including, but not limited to, the filing of a Petition for Arbitration with the Division of Florida Condominiums, Timeshares and Mobile Homes or the filing of legal action in Circuit Court.

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# **RULES AND REGULATIONS**

## **MIDPORT PLACE 1 CONDOMINIUM ASSOCIATION**

Amended January 5, 2022

### **SALES / LEASING**

Any person who wishes to reside in Midport Place 1 Condominium Association as an owner or tenant, must fill out and submit the proper completed application. All applicants are subject to a criminal background check. Any person who was convicted of a felony will be denied residency in Midport Place 1 Condominium Association. Felonies are those crimes as described by Florida or Federal Statute. All owners and occupants must be approved by the Board of Directors prior to moving into the unit. Approval is at the discretion of the Board. Tenants' leases may be revoked without notice for criminal, unsavory behavior or when two or more violations or complaints stemming from unit occupants or guests are filed with the office. The Board reserves the right to deny the tenant a lease for any or all the reasons stated above

Any person(s) occupying a unit that does not conform to the occupancy chart below will incur a fee for excessive utility costs. Unit owners will be charged \$40.00 per person monthly for extra water usage until corrected. This does not mean extra occupants can remain in the unit indefinitely if the extra water usage fee is paid (see rule 31 in reference to a guests stay). The fee is payable directly to Midport Place 1 Condominium Association. If the fee is not paid it will be assessed to the unit owners account until collected. Owners are responsible for their tenants to abide by the occupancy limits.

### **Occupancy limits**

- 1 Bedroom units / 2 occupants allowed.
- 2 Bedroom units / 4 occupants allowed.
- 3 Bedroom units / 5 occupants allowed

Owners are responsible for their visitors, family members and tenants. Failure by tenants to follow association rules may result in fines levied against the owner of the unit.

## **PARKING**

Towing and booting signs are prominently located within the Condominium Complex. Ref. F.S. Statutes 715.07.

1. Vehicles are subject to inspection (without entry).
2. No vehicle repairs or maintenance shall be made on Condominium property.
3. Owners whose vehicles are leaking fluid will be given 72-hour notice to have vehicle repaired or removed.
4. Oversized, unsightly, modified, or loud vehicles may not be approved for parking.
5. Commercial use items should not be left in the bed of a truck. No items left in the bed may exceed the height or length of the factory bed and must be covered and out of sight.
6. Commercial vehicles (including any cargo vans) are not to be parked on condominium property except when conducting business. The Board of Directors (at its sole discretion) may deem a vehicle as being intended for commercial use.
7. No parking is allowed on the grass.
8. Residents must display a parking sticker in the driver side windshield. Guests must display hanging parking pass on rear view mirror. (\* see parking pass information below). For the purposes of parking enforcement, any stay past midnight is considered staying "overnight".  
All vehicles must have a valid parking decal or a valid visitor's parking pass to park overnight. Parking decals or passes may be revoked for misuse.
9. The following UNAUTHORIZED VEHICLES may be removed or disabled (booted) at any time for violations. Unauthorized vehicles include:

Any vehicle parked overnight without a valid parking decal or valid visitor's parking pass

Any vehicle parked over 24 hours which cannot operate on its own power

Motorcycles and Mopeds

Any sort of trailer or watercraft

Mobile homes and RV's

Any vehicle with an expired license plate registration sticker will be booted without warning.

**\*Note: Parking stickers will be issued to residents only (some exceptions may apply for special considerations) and must be displayed in the proper place on the vehicle. Owners will receive at no charge, "one" (1) guest pass for each unit. Lost passes will cost \$25.00 for first replacement and \$50.00 each time after the first replacement has been issued. A limit of "one" (1) guest pass will be allowed per unit and violations will be strictly enforced. Guests are to display this pass properly in their vehicles when parking overnight.**

## **COMMON AREAS**

10. The sidewalks, entrances, passages and like portions of the common areas shall not be obstructed with plants, carts, bicycles, carriages, chairs, tables, or similar objects, nor used for any purpose other than ingress and egress to and from the units.
11. Any personal property, including but not limited to, bicycles, or carriages, of unit owners and or occupant, shall not be stored outside their units.
12. No camping is allowed on Condominium property.
13. No littering is permitted.
14. All refuse must be contained in a sealed bag and deposited in dumpsters designated for that purpose. Cardboard should be collapsed and tied. Dumpsters are to be used for household trash ONLY.
15. Furniture, appliances, and other oversized items are not permitted to be placed in or around the dumpsters. There is a \$50.00 fee\* for the first item and \$25 each additional item, for the removal of oversized items. Arrangements must be made in advance with the office before disposing of any oversized items. \*Fees may change based on charges incurred from our waste removal company. A violation of this rule will result in a fine of \$100 to the owner and / or tenant.
16. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the condominium property, except signs approved by the management.
17. Barbecuing should be done at safe distance from all buildings. Association grills must be left clean after use. Make sure charcoal is cold before disposal. No gas tank, gas container or gas cylinder shall be permitted.
18. No unit owner or occupant shall alter the landscaping in the common elements by installing any type of plant, shrub, tree, vine, flower, grass, pavers, stones or any non-permanent or permanent item without written consent of the Board of Directors. A completed Architectural application must be filed with the office and approved by the Board of directors before any proposed changes to common element may be done.
19. No swimming in ponds.
20. Playing in parking lots or roadways is not allowed.
21. Feeding or abuse of the wildlife is not permitted.

## RESIDENTIAL BUILDINGS

22. Enclosed or open terraces and balconies shall be kept free and clear of all items except furniture (chairs and tables), plastic constructed closed-door cabinets, \* barbeque grills and bicycles. Using screened terraces for storage is permitted if items are maintained behind a blind that completely conceals them from view at street level. Open air terraces or entry ways are not to be used for storage purposes.

\*The use and storage of gas grills is prohibited. Charcoal grills may be stored but grilling must be done outside at six (6) feet or more from the building. The storage of flammable liquids in terraces and balconies is prohibited.

23. Attics are not to be used for storage.

24. No shaking, hanging, dropping, or sweeping items from windows, doors, fences, balconies, terraces or other portions of the condominium property.

25. Each unit owner and or occupant is responsible to keep the terraces or balconies to which they have exclusive use and access to in a well maintained and clean condition

26. No plants or other moveable objects are permitted to be hung or placed on balcony ledges, privacy walls or exterior windowsills. Plants in the terrace shall not exceed the height of the privacy walls.

27. No window air conditioning units or window fans may be installed by any Unit Owner/Occupant. Entry screen doors to the unit and terrace must be maintained and kept in proper working condition with attached closer or spring stop mechanism. Screen doors are not to be left in an open position.

28. Curtains, drapes, or blinds are required on all windows and glass doors. Torn, frayed or faded curtains or drapes and broken (cracked or missing slats) blinds must be replaced. Blinds and curtains must provide "total coverage" of the opening to which they are installed, including screened terraces or balconies. Blinds must be of white, beige, or natural bamboo with no design. Nothing else may be used for coverage of a window, door, or terrace/balcony. All door, terrace, balcony, and window screens must be maintained in good working condition and be damage free.

29. No Owner/Occupant of a Unit may install an awning, canopy, decorative shutters, or other projection that shall be attached, or be placed upon the outside walls or roof of any building or on the Common Elements. Hurricane Shutters must be approved by the Board before installation.

## **USE RESTRICTIONS**

30. Guests are limited to a maximum of thirty (30) days on the property in any consecutive twelve (12) month period. Special consideration may be given upon request in writing to the Board of Directors, from an owner or tenant, in the case of hardship or certain mitigating circumstances
31. No Unit Owner or Occupant shall permit or make any disturbing noises in any Unit or in/on the Common Elements by himself/herself or his/her family, pets, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other unit owners. No Unit Owner/Occupant shall play or permit to play a phonograph, television, radio, or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
32. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit. No dish or antennas may be affixed to the condominium building or walls. Free standing antennas must be approved by the Board prior to installation.

## **RESPONSIBILITY FOR OTHERS**

33. Children are the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association.
34. In accordance with the By-Laws, the Association shall retain a key to all units. No Unit Owner/Occupant shall alter any lock, without the prior written consent of the Board of Directors. Where such consent is given, the Unit Owner/Occupant shall provide the Association (at no cost to the Association) with an additional key.

## **PETS**

35. The pet's owner or person walking the pet must clean up after their pet(s).
36. Each unit owner shall be allowed one (1) dog or cat not exceeding 15 pounds at maturity.
37. Pets are not allowed outside the owner's unit unless on a leash controlled by the owner or person walking the pet.
38. Small domestic birds or fish are allowed in the owner's unit. Reptiles, rabbits, and other exotic pets are not allowed.

## **GENERAL**

39. All maintenance requests should be made in writing to the association office. Unit owners and occupants are not to offer direction or suggestions to association employees.

40. No soliciting of any kind is permitted within Midport Place I.
41. Any work to be done to common element whether inside or outside of an owner's unit requires Board approval. An architectural application must be filled out and approved prior to work commencing.

## **SWIMMING POOL COMPLEX**

PLEASE NOTE: The pool complex is always under recorded video surveillance. Responsible parties will be charged the cost of cleaning or repairs in addition to fines assessed by the Association for Violation of Rules, for damages to association property.

Key cards are required for entering AND exiting the pool gates. The electronic locks are programmed to stop working when the pool closes. Consequently, over-staying the pool operation hours by more than 30 minutes will result in you being locked inside the gates. Use the emergency telephone number posted near the gate if you find yourself locked inside for any reason.

1. Hours of operation and legal capacity are posted on the pool complex bulletin board.
2. All persons use the pool at their own risk.
3. All persons must shower before using the pool. Suntan products must be removed by showering prior to entering the pool.
4. When using the Association pool furniture, protect it from suntan products with a bath towel.
5. Persons with infectious or contagious health conditions must not use the facilities.
6. No glass containers are permitted at the pool. Food or drink should be kept 3 feet away from the pool's edge. No alcoholic beverages are permitted at the pool complex.
7. No large inflatable devices or scuba gear are allowed in the pool.
8. Diving, running, jumping, ball playing, or loud radios are not permitted.
9. Children under the age of 13 must be accompanied by a responsible and supervising adult.
10. Swimwear must be suitable for swimming and acceptable to reasonably modest community standards. String and thong bikinis are prohibited. Children in diapers must wear protective rubber pants when using the pool.
11. Pets are not allowed anywhere within the pool complex.
12. Abusive or foul language is not allowed.
13. No parties of any kind, including birthday parties, shall be permitted in the Pool Complex without the expressed permission of the Board of Directors.
14. The Board of Directors or management has the right to suspend pool privileges for violations of any of the pool rules.
15. Each unit may host a maximum of 4 guests at the pool at any given time.

## **CLUB ROOM**

The Club Room is available for rent by current residents. A fee of \$100.00 per use covers a period of up to 6 hours ending at or before 9:00 PM on the day of the event. In addition to the fee, a \$100.00 *refundable* deposit is also collected. If the room is left neat, clean and free from damage the deposit is returned.

Contact the Office for reservations or more information.

Please Note: Requests for reasonable accommodation required by medical necessity are to be submitted in writing in advance of anticipated need.

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