

SCHEDULE "A" TO BY-LAWS

**INITIAL RULES AND REGULATIONS FOR
THE VENTURE AT AVENTURA EAST CONDOMINIUM**

1. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. The personal property of Unit Owners and occupants must be stored in their respective Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium or Association Property.
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies or elsewhere in the Building or upon the Common Elements.
5. No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition.
6. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No repair of vehicles shall be made on the Condominium Property.
8. No Unit Owner or occupant shall make or permit any disturbing noises by himself or his family, servants, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

9. No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (for as long as the Developer owns any portion of The Properties, and thereafter by the Board) or signs promoting the activities from the Commercial lots, as permitted by the Master Covenants. Except only as may be permitted by the Master Covenants, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.

10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.

11. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.

12. A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

13. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted on, upon or in the Condominium or Association Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Condominium or Association Property. No derrick or other structure designed for use in boring for oil, natural gas or minerals any portion of the Condominium or Association Property.

14. No air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.

15. Children will be 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. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

16. Pets, birds, fish and other animal, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration:

(a) Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within The Properties.

(b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.

17. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive, relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.

(b) Hearing: The non-compliance shall be presented to the a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party. against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident

(e) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.

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

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant

18. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer. All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

VENDORS RULES AND REGULATIONS

Construction Guidelines (In addition, please see Designer and Contractor Regulations)

1. **Vendors, Movers and Cleaning Services are not permitted to work on weekends.** Work is permitted Monday thru Friday between the hours of 9:00 a.m. to 5:00 p.m. Please notify your vendor of this rule in advance.
2. **Unit Access:** The Owner must e-mail, Fax **or call** the office giving permission to allow Unit access. This rule applies to family members. No entry is granted without authorization.
3. **License and Insurance:** License and insurance information must be provided to the management before the subcontractors will be given permission to commence work.
4. **Notification of Construction Crews to be on Site:** The contractor, sub-contractors or owner of the Unit must submit a specification plan and authorization form to the Manager at least three days in advance. This will allow staff to protect elevators, Common Areas and to review the plans to ensure compliance.
5. **Sub-contractors' parking:** Loading and unloading of construction materials, furniture, etc., must be done from designated area. No tractor-trailer moving trucks are permitted in the parking garage or Lobby (Ground Floor) Entrance Level. Vendors are required to park

vehicles in designated parking area. Vendors must register at Management Office on Lobby floor. Vendors are to use padded elevators only.

6. **Specifications:** A copy of specifications outlining the exact procedure, color and material to use in order to remain uniform throughout the property may be obtained at the Management Office and must be followed. Written approval must be obtained from the Board of Directors for the following trades: 1- Hurricane Shutters, 2- Satellite Dish. 3- Floor tile for correct underlayment.
7. **Trash Removal:** Trash generated from sub-contractors may not be disposed of on the Property and must be promptly removed from the property by the contractor.
8. **Responsibility for Damage to Building:** Grout or thin set may not be disposed of in the Unit plumbing. Workers will be expected to remove their own material. Sub-contractors are not to leave or perform any work in the Common Areas. Trades using material such as paint, tile, woodwork, etc., must neatly lay heavy paper or plastic from the elevator door to the Unit in order to prevent any damage to carpet. All Common Areas will be inspected at the end of each day. The cost of any repairs to the Common Area or to the other Units will be assessed to the Unit Owner.
9. **Material Delivery:** Only materials that can be delivered to the Unit using the service elevator or the stairs will be permitted. NO MATERIALS MAY BE HOISTED OR LIFTED TO THE UNIT FROM THE BALCONIES OR EXTERIOR OF THE BUILDING.

ANY VENDOR FOUND TO BE IN VIOLATION OF THESE GUIDELINES WOULD NOT BE PERMITTED TO RETURN TO THE PROPERTY UNTIL THE VIOLATION HAS BEEN CORRECTED AND PAYMENT HAS BEEN MADE FOR DAMAGES.

MOVE-IN PROCESS:

1. Occupancy of your new home can only take place after closing on the Unit has occurred. Any tradesmen performing work in your home must be authorized by you in writing and on file with The Management Office. You must provide copies of contractor's licenses, permits, and evidence of insurance prior to commencing work. The owner must provide Unit access to the contractor or workers. Contractors or workers not authorized by the Unit Owner will not be permitted into the building. **The Association will not be responsible for allowing access into individual Unit.**
2. Be sure to schedule your move with The Management Office at least **seven** days prior to the move in. Your cooperation will help prevent frustrating move-in delays and facilitate a smoother move into the building.
3. **No trailer trucks will be allowed in the parking garage. Due to ingress and egress restrictions, only single axel box-type trucks will be allowed.** If your mover is using a trailed truck, you must contact The Management Office for further instructions.

4. Please schedule move-in times with your carrier between 10 a.m. and 4:30 p.m. Monday through Friday (holidays excluded). Move-ins may take place only during these times. Elevator reservations are made in 3 ½ hour blocks; from 9 a.m. to 1:30 p.m. or 1:30 p.m. to 5 p.m. Reservations for moves **must** be made 7 days in advance through The Management Office.
5. Please be advised that move-ins and move-outs must be **completed** and **out of the building** no later than **5:00 p.m.** If your carrier experiences any delays, please notify The Management Office immediately.
6. The service elevator should accommodate most, if not all, your possessions. Elevator cabs used for moves must be padded prior to the move taking place. The size of the elevator cab door is 4'wide by 7' high. The padded interior of the elevator cab is 5'5" wide by 7' deep by 9' ceiling height. Should your move-in transport requirements be unusual, such as oversized furniture, please contact The Manager in order to make special delivery arrangements. ***Please notify your delivery carrier of this pre-requisite!***
7. Your name and Unit number must be indicated on all packages and cartons. Your movers must dispose of all wrapping, paper, debris and cartons and remove them from the property. The Association will charge a fee to the Unit Owner for removal of any moving or delivery debris.
8. Management's duties include helping you facilitate your move into Venture at Aventura East Condominium. Please do not hesitate to request assistance should any questions arise.
9. Due to limited space availability, no furniture, appliances or oversized packages can be left or stored overnight by any Unit Owner/resident in any Common or Limited Common Area.

RENTERS/RENTAL RULES

1. Leasing or renting of a Unit by an Owner, either directly or through an agent, is permitted with a minimum lease of **not less** than thirty (30) days. Association must receive notice of the leasing of a Residential Unit not less than five (5) days prior to the commencement of the lease term, together with a copy of the applicable lease.
2. Upon arrival all occupants (owners, guest and renters) must register within 24 hours.
3. Renters have full use of the facilities. Owners will be held responsible for the actions of their guests or renters. Any damage to the Property will be the responsibility of the owner.
4. Renters and guests are subject to all House Rules adopted by the Board of Directors. It is the responsibility of the owner to see that a copy of the House Rules is given to each renter/guest. Any violation of these rules can be cause to request immediate vacating of the Unit.
5. Subletting by renters is not permitted.

KEYS

You shall receive several keys from The Management Office upon the closing of your home. Keys that will be provided are: the Unit entry door to your new home, your mailbox, and electronic access device(s) for access through Common Area entrance doors. The Management Office will retain a single key to your residence for use **only in an emergency** (fire, flood, medical, mechanical or police). If you change the lock on your Unit, you must provide the office with

CONTRACTORS

For any maintenance contractors, workers or tradespersons who you would like to have access to your Unit, an access request must be made, in writing, to the Management Office. These requests can be made by fax or in person. For your convenience, the management office has forms available to provide such authorization. Contractors, workers or tradespersons will not be permitted into the building without this request being submitted. All contractors must be licensed and insured in accordance with all Association and governmental requirements. There are certain deposits associated with any work being performed in the individual Unit.

TRASH

Trash: On each floor there are two Trash Rooms located on the North and South side of the hallway. Because of the design of these systems, only bagged trash may be placed in the chutes. Under **no circumstance** may loose items, boxes or any construction type materials be placed in the chute.

ELEVATORS

1. Venture at Aventura East Condominium has four (4) elevators. Should an emergency arise while inside an elevator, an emergency telephone is available which rings directly to a monitoring service.
2. There are (2) elevators that are designated for deliveries and pet transport and are located on North and South side of the hallways. The other two elevators are located in the main Lobby.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM **APPROVED ON OCTOBER 7, 2006**

Lease of units. Inclusion of (in Paragraph 3) "All moves require "seven (7) day" advance reservation.", as well as the days and time that moves must be conducted. Acceptance was noted of the changes pertaining to the inclusion of a "credit and criminal" background check as part of the application packet as it is. Acceptance was made of the section stating "Please be advised if

the Maintenance payment is outstanding, the Unit Owner will not be allowed to Lease his/her Unit."

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON JANUARY 23, 2007

1. Concerning the Grievance Committee, minor violations will result in a letter being sent to the Unit Owner/Resident. To be followed with a meeting before the Grievance Committee for the second such violation. Any and all major violations and/or extreme nuisances to the Unit Owners/Residents of the building will be sent immediately before the Grievance Committee.
2. Additional notations have been made on the Lease/Re-Sale checklist given to applicants to the better inform applicants of what is required for their applications for Lease/Re-Sale to be fully processed. Acceptance was noted of the following changes pertaining to the Rental and Re-Sale applications: the inclusion of the necessity of a warranty deed and settlement statement before processing; the requirement of a \$500 common area deposit to be made by the tenant or landlord only; no acceptance of Money Orders for the \$750 move in/out deposit.
3. The Board of Directors has established a new rule which states, "All dogs must be taken through the building service elevators located on the Northeast and Southeast sides of the buildings." "If you must bring your dog through lobby elevators and the lobby area, the dog must be carried at all times." The Board has also implemented the following, which states, "All Lessees must abide by a one (1) animal rule as well as a 20lb maximum weight fully grown. No dog breeds known to grow over the 20lb maximum weight limit will be permitted." Current Lessees will not be allowed to replace previously registered animals for any reason.
4. The Board has implemented the following rule, "No packages weighing more than 10lbs are to be accepted by the Front Desk personnel. This includes boxes taller/wider than 2ft. No packages known to contain any kind of electronics and/or computers may be accepted under any circumstances. No deliveries of furniture may be accepted on behalf of residents. Outgoing mail, be it letter or packages, must abide by the rules as provided for incoming acceptance and will be accepted for pickup by any carrier service (ie: DHL, UPS, FEDEX, USPS, etc) AT YOUR OWN RISK. We cannot provide verification of pickup by the carrier."

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON NOVEMBER 20, 2007

Deliveries/Packages. Remove weight and size restrictions, within limits of what can be carried by the Front Desk Attendant. Furniture, appliances and televisions will be rejected. Packages for commercial purposes will not be permitted; package acceptance is only for residential personal use only. The holding of outgoing mail will be restricted to the same rules as incoming mail.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON JUNE 4, 2015

Pet policy. The Association permits a maximum of two (2) domesticated dog(s) or cat(s) or bird(s); and a maximum weight of 20 lbs. or a maximum height of 16 inches at full growth.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON AUGUST 18, 2015

Contractors. All contractors line the floors with plastic covering.

Moves. An additional security guard shall be scheduled at the expense of the resident for any complete move-in and move-outs.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON SEPTEMBER 3, 2015

Moves. Allowing moving to occur on the South and North side of the property.

Front desk. Acceptance of deliveries: Contents of package cannot be cash, keys, jewelry or anything over \$200.00. Association and Management will not accept responsibility for missing packages.

Security deposit. Accept security deposits in the name of the unit owner and unit owner only.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON OCTOBER 1, 2015

Notices. Agenda shall be sent via email/mass communication to members of the Association 48 hours prior to any Board Meeting.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON FEBRUARY 3, 2016

Moves. Move in and out are from 9 A.M. to 5 P.M. with an extra security officer to monitor it (paid by the resident).

Guest(s). The Association requires the owner or lessee to be present when his/her guest(s) are on the property.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON FEBRUARY 16, 2016

Pet policy. A maximum of 2 pets per unit is allowed with a one-time pet registration fee of \$250 per pet.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON JUNE 3, 2016

Smoking. Smoking is not permitted on the property or on the balcony.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON JULY 18, 2016

Sound Insulation/Isolation Requirements. To authorize other material than the 8-mm cork for sound insulation/isolation as long as their **STC Rating is above 50** and the alternative material is approved by the City of Aventura.

AMENDED RULES AND REGULATIONS OF THE VENTURE AT AVENTURA EAST CONDOMINIUM
APPROVED ON NOVEMBER 9, 2017

Incoming/Outgoing Mail Acceptance

- No packages weighting more than 25 lbs. are to be accepted by the Front Desk personnel.

New Residents (owners and tenants)

- 1 or 2 directors of the board of directors must be present during any orientation.
- A credit scores, background and evictions records check is queried prior the orientation meeting.

Pets

- All pet owners must fill out the pet registration form, including the pet health certificate with a recent photo of the pet.
- All pet owners must give a security deposit of \$250.00 per pet payable by check or money order to VENTURE AT AVENTURA EAST CONDOMINIUM ASSOCIATION, INC..

Any violation from the pet is under the Tenant and Owner of the unit responsibility.

Real estate agents / Showings

- Real estate agents are permitted to show the building and units for rent or sale **until 8 P.M..**
- Real estate agents **must be present** during a showing.
- Real estate agents must check in at front with an ID, Business Card, and License before a showing.