



Rules & Regulations

Symphony Master Association, Inc.
Symphony North Association, Inc.
Symphony South Association, Inc.

Revised
October, 2025

The Symphony is a luxury condominium community, and the Rules and Regulations are established and enforced by the Board of Directors to enhance the value of our property and ensure that all residents may live in harmony and enjoy the lifestyle and safety afforded by the building.

Our general guiding principle is that “owners and residents shall, in general, not act, or fail to act, in any manner which unreasonably interferes with the rights, comfort, and convenience of other owners or residents.”

The Board of Directors of Symphony North, South, and Master are responsible for enforcing the covenants and restrictions of the Governing Documents and Florida law.

The Rules and Regulations clarify, explain, and otherwise expound on the rights and restrictions of the Declaration of Covenants, Restrictions and Easements and Declarations of Condominium and Florida law and will be enforced by the Board of Directors.

The Board of Directors, from time to time, may amend the rules and regulations at a duly noticed meeting. Notice will be provided to the unit owners of any changes and compliance requirements.

Violations of the Rules and Regulations may result in a fine, suspension of use rights, or other enforcement by the Division of Condominiums, Timeshares, and Mobile Homes or in a court of law.

All community members, their guests, and invitees must abide by these Rules and Regulations. Unit owners are responsible for the actions of their guests.

TABLE OF CONTENTS

<u>RULE</u>	<u>PAGE</u>
1. ABSENCE OF RESIDENT	4
2. ANTENNAS & SATELLITE DISHES	4
3. BICYCLES, MOTORCYCLES, SCOOTERS, KAYAKS, AND SEGWAYS	4
4. CONTRACTORS	4
5. COURTESIES EXTENDED TO OWNERS, RESIDENTS, GUESTS, AND STAFF	5
6. DELIVERIES	5
7. DOOR LOCKS--RIGHT OF ENTRY INTO APARTMENTS IN EMERGENCIES	5
8. ELEVATORS	5
9. BUILDING APPEARANCE	6
10. FACILITIES AND AMENITIES	6-7
11. POOL DECK AND CABANAS	8
12. GARAGE	9-10
13. GUESTS	11
14. HURRICANE OR TROPICAL STORM PREPARATIONS	11
15. KEYS AND KEY FOBS	11
16. LUGGAGE CARTS	11
17. MOVE-IN AND MOVE-OUT POLICIES	12
18. PETS	12
19. RESALE AND LEASING OF APARTMENTS/UNITS	13
20. RULE ENFORCEMENT AND FINES	14
21. SMOKING	15
22. TRASH DISPOSAL	15
23. BOAT SLIP	15
24. DRAINS, GARBAGE DISPOSALS AND TOILETS	16

1. ABSENCE OF RESIDENT

The term “Resident” shall be defined as a unit owner that permanently or temporarily resides in their unit, a tenant, or an occupant of a unit.

- a. The Management Office must be notified in writing or by e-mail of any resident’s departure and return dates when a unit will be vacant for 30 days or more, regardless of the time of year.
- b. Somebody must notify the Management Office in writing or by e-mail if the unit will be serviced during the resident’s absence, including the service company’s name and the service they will perform.

2. ANTENNAS & SATELLITE DISHES

Installation of antennas, satellite dishes, and personal drones will not be permitted on or in the common areas and balconies.

3. BICYCLES, MOTORCYCLES, SCOOTERS, KAYAKS and SEGWAYS

- a. Bicycles belonging to residents must be kept in the garage in the designated areas when not in use. Scooter parking has been established on the 4th or 5th floors in the parking garage. Kayak racks are located on the first floor of the parking garage. Bike and kayak racks are available on a first-come and first-serve basis. All bicycles, motorcycles, scooters, kayaks, and Segways must be registered with the Management Office and display the registration sticker provided by the Association. It is recommended that they be chained and locked to the rack
- b. The Symphony will not be responsible for theft or damage to any bicycles, motorcycles, scooters, kayaks, or Segways while on the Symphony property.
- c. Skateboards, roller skates, or scooters cannot be used indoors or on Symphony property.

4. CONTRACTORS

- a. If an owner desires to make any alterations or modifications to their unit (including flooring), the owner must submit a request to Management on an Architectural Review Committee (ARC) form. They must also obtain approval from the ARC before commencing any work in the unit. Flooring requests must include a sample of such flooring and insulation. All contractors must provide current documentation showing they are licensed and insured. Contractors must submit a copy of their liability insurance to Management Office naming the Association as an additional insured and a copy of their Workers’ Compensation coverage. Once the Association has approved the work requested, the owner must provide the Management Office with a written list of all contractors, deliveries, workmen, and tradesmen working in their unit, along with a schedule of all deliveries and scheduled work dates. A valid picture identification will be required from each contractor to gain access to the building. This policy includes housekeepers bringing their equipment.
- b. Residents expecting domestic and service personnel must notify Management Office in advance. Personnel must be identified, signed in and out through Security and announced to the resident, or have a prior written authorization for access on file with the Management Office from the owner, which clearly identifies the Personnel seeking permission, before access will be allowed. Except for emergency repairs, service personnel are only allowed from 9:00 am to 4:30 pm Monday through Friday.
- c. Owners and lessees will be responsible for any loss or damages to common area property caused by their contractors or service personnel. Owners are responsible for informing the service company or contractor of the Symphony Rules and Regulations.

- d. Contractors, service, and delivery persons must remove their trash, old appliances, carpeting, baseboards, etc. No construction materials can be disposed of by throwing down the trash chutes or in the Associations' dumpsters, and debris cannot be left on the premises. Any owner whose contractor breaks these rules will be charged for all expenses and repairs. In addition, the contractor will be banned for two years from the Symphony. Owners are responsible for the contractor's conduct and are financially accountable for any unrecovered costs from the contractor. Owners should contact the City of Fort Lauderdale's Building & Zoning Department to secure their contractor's license and bonding information on their contractor before beginning service.
- e. Permits must be obtained from the City of Fort Lauderdale for all plumbing, electrical, and HVAC work being conducted in the unit and presented to Management Office before any work commences.

5. COURTESIES EXTENDED TO OWNERS, RESIDENTS, GUESTS, AND STAFF

All residents and guests are expected to extend common courtesies to other residents, staff members, and service persons in the Symphony. Residents must conduct themselves in a courteous manner. They must not engage in behavior that would be offensive to other residents or staff members. (Such behavior may result in a violation or fine).

6. DELIVERIES

The receiving room is located on the first floor of the garage. Hours for the receiving room are posted. If a resident is not home to pick up the delivery, packages will be kept in the receiving room. When receiving room is closed, packages will be delivered to the front desk. The resident will be notified and should collect such delivery at their earliest convenience. Deliveries of dry cleaning and perishables will continue being made at the front desk. The Symphony shall not be responsible for any loss or damage to such property, and the staff is not available to deliver such items to individual units.

7. DOOR LOCKS – RIGHT OF ENTRY INTO APARTMENTS IN EMERGENCIES

- a. In case of an emergency originating in or threatening any residence, regardless of whether the owner is present at the time of such emergency, the Management Office or any other person(s) so authorized by the Board shall have the right to enter a unit to assess or correct the cause of the emergency. Such right of entry shall be immediate. To facilitate access, the owner shall have the necessary keys on deposit with the Management Office at all times as mandated by this Rule. Owners will be responsible for any damages caused if keys to the unit were not supplied to Management Office as required. Damage includes but is not limited to damage to the door, door frame, walls, or flooring caused by forced entry.
- b. No owner shall alter or install new locks, keyless locks, or knockers on any premises without the Association's written consent. Any charges resulting from emergency access, such as a locksmith, etc., will be charged back to the unit owner.

8. ELEVATORS

- a. Each building has a designated elevator for freight and deliveries. The Management Office must approve all deliveries and move-ins and move-outs before a move.

- b. Elevator doors should never be held open for an extended period, either by standing in the doorway or placing an object in the entrance. Doing so may cause the elevator to shut down and thus require service. The cost to repair the elevator will be charged to the responsible party.

9. BUILDING APPEARANCE

- a. Residents shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls, doors, balcony railings or ceilings, or windows of the building. Any unit owner may respectfully display one portable removable United States flag. A religious item, not exceeding 3 inches wide, 6 inches high, and 1.5 inches deep can also be displayed on the mantel or frame of the door.
- b. Curtains, blinds, shutters, levelors, or drapes (or linings thereof) which face the exterior windows or glass doors of units shall be white or off-white and shall be subject to approval by the Association. If not approved, they shall be removed and replaced with acceptable items. This removal will be at the resident's expense.
- c. Residents must not allow anything to fall from their balcony (i.e., water, cigarette butts, ashes, matches, etc.). Remove items from your balcony that may blow off in windy conditions (such as papers, ashtrays, cushions, etc.). When cleaning the balcony, use only a damp mop to prevent dirty water from falling off the edge. When watering plants, prevent water from dripping and running off the balcony edge.
- d. The storage or use of turkey fryers, hibachis, charcoal grills, gas-fired, electric grills, or similar devices used for cooking, heating or other purposes is prohibited in any limited common elements, including, but not limited to, balconies or terraces. Grills cannot be stored on balconies or terraces.
- e. The use of umbrellas, electric lights, and floor coverings including but not limited to turf, tiles, wood, and plastic, of any kind are strictly prohibited on balconies or terraces.
- f. No one shall add to, alter, modify, or decorate with ornaments, articles, or devices in the hallways, doors, and common property without Board approval.
- g. Apartment doors opening onto hallways must always be closed to conform to fire department regulations.
- h. No items obstructing egress or ingress are allowed in hallways, corridors, or storage areas.
- i. Fire extinguishers are located at strategic locations on all floors. Residents observing anyone tampering with the fire extinguishers should immediately report the incident to Security.

10. FACILITIES AND AMENITIES

- a. Recreation areas. Club Room, Theater Room, Conference Room, Card Room, West Lawn area, and Billiards Room are considered amenities and recreation areas. All community amenities and recreational areas are for the exclusive use of its residents and their guests (up to a total of 6 people) on a first-come-first-serve basis if the facility is not previously reserved. Others will not be granted such rights. These areas are open for casual use 24 hours a day.
- b. Condominium units are for residential purposes only. No manufacturing, selling, commercial, or distribution is permitted by any resident in any portion of a unit. All other activities determined by the Board of Directors to constitute a business practice inconsistent with the appropriate residential use are not permitted on the premises.
- c. The facilities and amenities of the condominium are for the exclusive use of its residents and their guests. No others will be granted such rights. Absentee owners who lease their units pass their use privileges to the lessee(s). Any damage to the buildings, recreational facilities, equipment, and common areas caused by a resident or their guests shall be repaired at the owner's or resident's expense. Under Florida law, owners leasing their units give up the right to use the facilities during rental periods.

- d. Children under 16 must be accompanied by an adult 18 years or older when using any recreational facility, including but not limited to the gym, sauna, card room, club room, or theater.
- e. The responsible adult(s) or guardian(s) (parents, lessees, etc.) will be liable for the behavior of their children. Owners are financially responsible for any damages caused by their children or the children of their tenants and guests.
- f. Proper attire is required at all times when using the facilities and amenities. Proper clothing is defined as a shirt, pants or shorts, and shoes. This requirement does not include the pool deck and West lawn, where appropriate swimwear is required. Residents and guests must wear a cover-up when walking to and from the pool area. Wet bathing suits are not permitted in the hallways and common areas.
- g. Conference Room. A reservation is required for the exclusive use of the Conference Room on the first floor. A maximum of 10 persons are permitted to use this room. Anyone utilizing the Conference Room is responsible for cleaning up the facility when done using it.
- h. Business Center. Open 24 hours for residents 16 years or older unless accompanied by an adult. A maximum of one guest is allowed with one valid resident/tenant. Only one computer is to be used by a resident and their guest at a time. Food and drinks are not allowed in the business center. Residents are responsible for providing their paper.
- i. Billiard Room. Balls for the pool table must be signed out at the front desk and returned when done.
- j. Residents must leave all amenities in the same manner in which they found them. If Security deems that the resident did not correctly clean up the area, Management may charge a cleaning fee. All trash, decorations, food, and beverage containers must be properly disposed of before leaving the premises.
- k. Club Room.
 - i. Reservations for private parties shall be submitted through ConciergePlus. Private parties can only be held in the club room. Private parties will not be allowed in any other common areas. The resident must complete the Club Room Reservation Request, available in Management Office, and comply with all provisions. Residents can reserve on a first-come-first-served basis, no earlier than three months or less than one week from the date requested. If the Club Room is reserved, and the party does not arrive within an hour of the set time, the Club Room will no longer be considered reserved and will be available to other residents on a first-come-first-served basis.
 - ii. Private parties may be held on any available day other than New Year's Day, Super Bowl Sunday, Valentine's Day, St. Patrick's Day, Easter, Memorial Day, Fourth of July, Labor Day, Halloween, Thanksgiving, Boat Parade, Christmas Eve, Christmas Day, and New Year's Eve. Community parties for New Year's Eve only will be allowed until 1:30 am. Private parties will only be allowed until 11pm Sunday through Thursday and until 12am Friday and Saturday. Symphony amenities are on a first-come-first-served basis if not reserved by the Association for an event. The Club Room has a maximum capacity of 100 people including residents, guest and workers. Security will monitor all parties and verify the number in attendance.
 - iii. No private party shall sell admission tickets to those who attend the function other than the Association itself or its Social Committee for a community event. The Club Room and common areas cannot be used for business events or other commercial purposes.

- iv. Residents who have guests bringing ten or more vehicles must notify the Management Office at least 48 hours before such event and shall be charged for increments of ten vehicles for the additional valet required to service such guests.
- 1. Spa and Gym. Athletic shoes, shirts, and proper attire must be worn in the gym. Wet swimsuits are not permitted. Children under 16 must be accompanied by an adult resident while using the gym.
 - i. A maximum of two guests per resident are permitted to use the gym and spa.
 - ii. Equipment is to be wiped down after each use.
 - iii. Weights must be returned to their proper rack after each use.
 - iv. Any damaged equipment is to be reported to the front desk. Any person who damages equipment through negligence or abuse will be charged for repairs or replacement.
 - v. The gym is open to the residents 24 hours a day 7 days a week, except for 1 hour a week, for deep cleaning.
 - vi. The spa is open from 6:00 am – 11:00 pm 7 days a week.
 - vii. Residents and guests are required to dry off in between using the spa and sauna.
 - viii. The sauna is dry, not a steam sauna and only one ladle of water is allowed per 20 minutes.
 - ix. No cell phone usage allowed except in the event of an emergency
 - x. Use of the facilities is at your own risk.

11. POOL DECK/CABANAS

- a. Symphony security guards have the authority to ask any resident or guest to leave the pool or sundeck when not complying with the rules set forth herein or publicly posted.
- b. The Symphony does not provide lifeguard service; swim at your own risk.
- c. The Symphony will not be responsible for injuries or drowning sustained in or about the swimming pool.
- d. No children under 16 will be allowed in the pool unless accompanied by an adult of at least 18.
- e. For anyone who is incontinent or a non-toilet-trained child, a swim diaper must always be worn.
- f. Nudity of all ages in the pool is prohibited.
- g. Pool hours are from dawn to 9:00 pm.
- h. The number of bathers occupying the pool must meet county code. The maximum pool capacity is 54 persons. The maximum capacity of the Jacuzzi is 7 persons.
- i. No pets are allowed in the swimming pool or on the pool deck.
- j. Diving is not permitted.

- k. Radios at the pool must be used with headsets only.
- l. All disposable drink containers, trash, and refuse must be deposited in the receptacles provided.
- m. GLASSWARE is prohibited anywhere on the 7th-floor pool deck, which includes the West Lawn area.
- n. Food and beverage are not permitted in the pool or within 4 feet of the pool. Waste is to be placed in the receptacles provided.
- o. Sports equipment such as but not limited to frisbees, footballs, baseballs, soccer balls, or equipment not construed as appropriate swimming pool items will not be allowed in the pool or on the pool deck. Snorkel equipment and small blowups are permitted. Bocce ball and corn hole are permitted only on the West Lawn area.
- p. No personal furniture items or grills are to be brought onto any common area except beach chairs on the pool deck when all available lounge chairs are occupied.
- q. Personal grills are not permitted in the pool area without advance written permission from Management. Approval will only be provided for specific resident functions.
- r. Cabanas are accessed on a first-come-first-served basis.
- s. ~~Usage of the grill gazebo dining area is limited to 22 persons (including residents and guests) at any one time.~~ No more than 5 people will be permitted in the grill gazebo cooking area for safety reasons.
- t. Gatherings on the pool deck and West Lawn are limited to 6 people, including residents and their guests.

12. GARAGE

Reference to Covenants 4.3 and 8.6 of the Master Covenants, which state that temporary guests must use the valet (4.3); no person shall park any large commercial type of vehicle or keep any other vehicle in the garage, which is deemed a nuisance by the Board. All vehicles will be subject to height, weight, and length restrictions and these other rules and regulations.

- a. The parking garage is only for the Symphony residents and their visiting guests.
- b. Assigned parking and storage spaces acquired by owners are considered Limited Common Elements assigned to a particular unit of the Symphony to be used only by the resident or lessee of that unit. Vehicles assigned to these spaces are subject to registration with the Association, and the bar code must be affixed to the rear passenger side window on each vehicle as provided by the Association. Reassignment of Limited Common Elements must be on file with the Management Office's official records.
- c. Owners and renters must use their designated numbered parking spaces.
- d. Owners and renters are not allowed to self-park in parking spaces designated for valet or on the circle unless registered at the front desk.
- e. The circular drive in the front of the building is a fire lane and must always be clear. Residents requesting their vehicle be brought to the front door must be prepared to drive it away within ten

minutes, or the valet will return the car to the garage. If you must leave your car in the front, you must leave the key with the valet, and it is their discretion to park the car in the garage to manage traffic flow. A vehicle cannot remain on the circular drive for more than 10 minutes.

- f. Security guards will enforce all rules and regulations pertaining to the parking garage.
- g. The speed limit throughout The Symphony parking garage is 10 MPH. Residents must observe all stop signs within the garage and check for cross traffic at each stop.
- h. Right of way is automatically given to pedestrians, valets, and other service providers performing their duties.
- i. A unit owner with multiple parking spaces may lease their additional parking space or storage unit to another resident. All condominium units must retain one parking space for use by the resident of the unit. Proper written notification of a lease must be given to the management office for their records.
- j. Any vehicle parked in an unauthorized space that blocks two spaces shall be subject to being towed at the vehicle owner's expense without liability to the Association unless the owner owns both spaces.
- k. No mechanical work, except for emergency work (changing a flat or charging a battery), is allowed in the garage area.
- l. Vehicles leaking fluids will be charged for clean-up.
- m. Persons speeding or driving recklessly in the garage will be fined.
- n. Lights must be turned on at all times while driving in the garage.
- o. All traffic in the garage is one-way, in a counterclockwise direction, excluding the center ramp, which runs two ways.
- p. Only one motor vehicle, including but not limited to a car, permitted truck, motor scooter, golf cart, or motorcycle, is allowed in a resident's designated parking space, provided the vehicle does not block anyone from entering a storage unit, exits, or entrances.
- q. Tailgating another vehicle through the gate is not allowed. Residents who tailgate a vehicle through a gate are responsible for all damages to the Association's property or vehicle.
- r. Inoperable or unregistered vehicles may not be parked or stored anywhere in the parking garage, and no vehicle should be used as storage.
- s. No washing or detailing of vehicles shall occur on the Symphony property except by authorized service providers.
- t. Valet will not accommodate parking for any guests, other than previously approved overnight guests, once a tropical storm or hurricane has been announced for the area.
- u. If a resident or guest parks in the circular drive, leaves the vehicle unattended, or does not provide the valet with the key, the vehicle will be towed immediately.

- v. Residents can access handicapped spaces on a first-come-first-served basis. A valid handicapped parking permit must be hung on the rearview mirror, with the expiration date visible, or a license plate must be displayed. Residents are required to park their vehicles in their assigned parking spaces while traveling.

13. GUESTS

Other than the Permanent Guest List, as defined in subsection b. below, all guests must be announced before being allowed access to the building. The resident must be home to permit entry.

- a. All guests are required to show photo identification.
- b. The Permanent Guest List allows only immediate family, housekeepers, caregivers, and dog walkers to enter the property without the unit owner or tenant being called. Immediate family members are defined as siblings, parents, children, and grandchildren.
- d. ~~Residents may, through the Management Office, pre-validate guests for free overnight parking for a maximum of seven days at a time.~~

14. HURRICANE AND TROPICAL STORM PREPARATIONS

A unit owner or occupant who plans to be absent during the hurricane season must prepare their unit before departure by designating a responsible firm or individual to care for their unit should a hurricane threaten or should the residence suffer hurricane damage and provide the Association with the names(s) of such firms or individual. Such firms or individuals shall be subject to the approval of the Association. In addition, the unit owner or occupants is responsible for removing all items from their balcony or terrace within twelve (12) hours of a “storm watch” issued by the National Hurricane Center. In the event of a hurricane or tropical storm, you must clear your balcony of everything. If a unit owner or resident fails to remove personal property from their balcony, the Association, for the safety and welfare of all unit owners, reserves the right to enter the unit and remove the same at the expense of the unit owner. The Association shall not be responsible or liable for any damage that may occur to any such unit or property affected.

15. KEYS & KEY FOBS

Access fobs are assigned based on the unit size:

- One-bedroom units - 2 Fobs
- Two-bedroom units - 4 Fobs
- Three-bedroom units - 5 Fobs

All common area doors must be closed after ingress and egress. Propping doors and gates open or allowing unknown persons to enter is strictly prohibited.

16. LUGGAGE CARTS

The luggage carts are available at the front desk for residents’ use. There is a 30-minute time limit for using the cart.

17. MOVE-IN AND MOVE-OUT POLICIES

- a. All moves must be scheduled through ConciergePlus and approved by Management Office.

- b. Move-ins or move-outs are only permitted between 9:00 am and 4:30 pm Monday through Friday. **Move-ins or move-outs are not allowed during weekends or holidays.**
- c. The service elevator will be reserved on a first-come-first-serve basis. All moving companies must provide a COI (Certificate of Insurance) before any moves can be scheduled. Only one move-in or move-out per day is allowed in each tower.
- d. All boxes must be broken down and disposed of in the dumpsters located on the first floor of the parking garage.

18. PETS

- a. The following dog breeds are not permitted in the building at any time: Pit Bulls, Staffordshire Terriers, Dobermans, Rottweilers, Chows, Akitas, Wolf Hybrids, Presa Canario, German Shepherds, Siberian Huskies, Alaskan Malamutes, Boxers, Bulldogs, Great Danes, Bloodhounds, Bullmastiffs, Dogo Argentino, Great Pyrenees, Irish Wolfhounds, Otterhounds, St. Bernard's, Shar Pei's, and a dog that has any of the above breeds in their lineage or is otherwise considered or classified as a "dangerous dog" in any jurisdiction.
- b. Pets over 35 pounds (at maturity) are not allowed.
- c. Visitors or guests are not allowed to bring more than one (1) pet during their visit. The pet must fall within the above guidelines (breed and weight). The visitors must register their pet's information with the front desk, such as the name of the unit owner/resident they are visiting, the pet's name, etc.
- d. All pets are required to be registered before entry on the property. All pets must have a valid license, and a copy must accompany the registration. At the time of registration, the Management Office will take a picture of the pet(s) to keep on file. Tags given by Management will have to be on the pet at all times when in the common areas of the Association.
- e. Residents who have a pet in their unit must assume full responsibility, financial or otherwise, for any personal injury or property damage caused by their pets; and indemnify and hold harmless the Association, unit owners and the Management Company, and their agents for any loss or liability caused by or arising from their pets.
- f. All pets must be on a leash not more than six feet long while on the property outside your unit. Pets shall only be in the hallways of the buildings as means of direct ingress or egress to and from their owner's unit and the elevators.
- g. Any dog with a history of violent or aggressive behavior will be determined to be dangerous regardless of breed or pedigree. Once a determination is made that the dog is dangerous, Management will apply the laws of the Association.
- h. Any resident receiving two or more violations pertaining to a pet may have the pet or pets deemed a nuisance, and the Association can require the pet or pets be permanently removed from the property pursuant to section 17.3 of the Association Declarations.
- i. In no event shall a pet ever be allowed to walk in the lobby or taken on or about any recreational facilities, including the pool deck, grassy area on the 7th, gym, theater room, club room, business center, conference room, or spa.
- j. Fish or caged domestic (household-type) birds may be kept in the units, subject to the provisions of the Condominium Documents. Residents shall pick up all solid wastes from their pets and dispose of them appropriately. Failure to pick up after your pet may result in a fine.

- k. No more than two (2) pets per unit.

Reference is made to 8.9 of the Master Covenants-Animal Restrictions.

19. RESALE AND LEASING OF APARTMENTS/UNITS

Owner: An owner is a person or persons whose name appears on the deed of a unit at The Symphony.

Renter: A renter is a person(s) who pays a fee to the owner to live in the owner's unit for a specific period of time as defined by a contract to lease. Management must receive a copy of all leases for rented units 30 days before execution or renewal date.

Resident: A resident is defined as a person(s) who lives in a condominium unit.

- a. Owners cannot rent their unit during the first year of ownership. After the first year, the unit can be rented a maximum of 2 times per year. No lease shall be less than 30 days.
- b. Right of Use Transfer: Any owner who leases their unit automatically transfers their right to use all amenities and common areas at The Symphony to the renter for the lease term. Consequently, the owner relinquishes all rights to use the property and its amenities.
- c. Owners who are not residents may visit the property to see or maintain their units once they register with the Management Office. When visiting, they must provide proper identification.
- d. When an owner lists their apartment for sale or lease, they must provide the Management Office with the name and contact information of the listing agent and the dates for which the apartment has been listed.
- e. The Management Office will provide a prospective new owner with an application for Symphony membership. The form should be completed and signed by the proposed new owner(s), then forwarded by the present owner(s) to the Management Office. A copy of the purchase contract shall accompany the application.
- f. No potential purchaser or lessor may occupy any unit before the approval and closing. All applicants must undergo orientation, including reviewing the rules and regulations, before receiving access to the amenities.
- g. The Board of Directors approves the selling or leasing of all units. The Management Office will issue all approvals and denials in writing.
- h. A fee must accompany the application. Such payment shall not exceed the highest amount allowed under the law. It may be amended occasionally. If the ownership is to be in the name of more than one person, the fee will be per person. The payment is not refundable.
- i. All applicants must have a completed criminal background check.
- j. Before occupying units resulting from resale, lease, or rental, new residents must notify the Management Office upon arrival.
- k. All applications must be submitted 30 days before the anticipated move-in date.

- l. An open house to show the unit to prospective buyers is allowed. Agents must notify the office 24 hours before conducting an open or broker's open house. No open houses are allowed on weekends. The Listing Agent must accompany all prospective buyers from the lobby to the unit and back to the lobby. Agents cannot leave keys at the front desk or with the concierge for unaccompanied showings.
- m. The seller, at their own expense, must give the prospective purchaser a copy of the Condominium Documents, By-Laws, Rules and Regulations before the membership application is submitted.
- n. The approved purchaser must furnish the office with a true copy of the deed as recorded in the public record of Broward County within thirty (30) days of closing.
- o. Anyone who remains in residence for thirty (30) days or more, with or without the owner or renter in residence, shall be considered a resident and subject to screening and deposits equivalent of any new owner or lessee. Any person wishing to reside at the Symphony, whether a new resident or taking up residency with a current resident, will be subject to standard screening before taking residency.
- p. All owners who lease their units must place a common area security deposit with the Management Office amounting to one month's rental for each lessor, along with a copy of the lease. When the tenant vacates the unit, the security deposit will be refunded to the owner upon verification that there is no damage to common areas. If any damage to the common areas is attributable to the tenant, the cost of repairing such damage will be deducted from the security deposit. The owner will be refunded the security deposit if the owner will no longer be leasing the unit or it is being sold.

20. RULE ENFORCEMENT AND FINES

- a. The Rules and Regulations Committee and the Board of Directors require full cooperation in observing the rules designed to make the Symphony a pleasant place to live.
- b. Observance of these rules by owners, lessees, residents, their families, guests, and owner's employees are the responsibility of each owner. Violations will be called to the attention of the violating owner or another responsible person(s) by written notice from the Management. The unit owner, their lessee, or guests shall have an opportunity to present evidence at any Fining Committee hearing on the violation.
- c. If the conduct violates the Condominium Documents or these Rules and Regulations, then the Board of Directors shall have the right to enforce the provisions of the Condominium Documents and Rules by pursuing any action authorized by law and the Condominium Documents. This may include obtaining an injunction from a court of competent jurisdiction. All attorney's fees, filing fees, and other expenses, including punitive damages incident to enforcing these rules by the institution of legal proceedings, shall be paid by the non-prevailing party. The acceptance by a purchaser from the individual condominium unit seller of the Warranty Deed conveying the title shall be considered notice of the enforcement provisions of the Rules.
- d. The Association may levy reasonable fines or issue a warning notice against a unit owner or lessee to comply with any provision of the declaration, the by-laws, or the rules of the Association. Unit owners and lessees are responsible for violations by their guests. No fine

may exceed \$100.00 per violation per day, with the aggregate not to exceed \$1,000 per violation type. Any lessee with 2 violations within 12 months forfeits their right to renew the lease.

- e. 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.
- f. Residents must pay fines no later than five (5) days after the notice is imposed.

21. SMOKING

- a. Smoking tobacco products or using e-cigarettes is prohibited in all common areas, including the garage or gazebos.
- b. Smoking and vaping are only allowed inside your private residence. Smoking and vaping are not permitted on balconies or terraces. Anytime smoke infiltrates or is otherwise detected in the common area, including but not limited to the hallways, you may be required to install weather stripping for the entrance and doorway to your unit and use an air purifier or filtration system. The smell of smoke is a health concern and a nuisance for residents and guests.

22. TRASH DISPOSAL

- a. All garbage and trash shall be deposited in the disposal receptacles (trash chutes) provided for such purposes. Oversized ~~items and~~ boxes (including pizza boxes and beer cartons) must be taken to the dumpster located in the garage so as not to clog trash chutes. No flammable, toxic, or combustible material may be disposed of in the disposal area. Residents must break down boxes and cardboard. Bulky items, including but not limited to furniture, mattresses, appliances, etc., are not permitted to be disposed of anywhere on the property.
- b. No trash bags may be left outside units or in common areas.
- c. Owners and renters must ensure that the garbage bags do not leak as they will stain the hallway carpets. Please double bag if necessary.
- d. Recycling is voluntary. Recyclables can be disposed of in the recycling containers at the exit doors of the parking garage. Recycling applies to correct plastics and paper, as the signage shows. Residents must break down cardboard boxes left in recycling bins must be broken down flat.
- e. Trash disposal is limited to 7:00 am to 11:00 pm for the consideration of all residents.

23. BOAT SLIP

- a. Sales and leases are permitted to Symphony Association current owners and residents ONLY.
- b. Only pleasure and leisure vessels in seaworthy condition and under their power may be moored in the Marina. Further, no more than one (1) vessel may be moored in a boat slip. All operators of vessels must observe all posted speed limits and other rules when in the waters abutting the Symphony properties.

- c. No vessel may be used as a residence (whether temporarily or permanently), and as such, no persons are permitted to live aboard or stay overnight on any vessel.
- d. No owner may install a boat lift for the dry storage of vessels, nor shall dry storage of vessels be permitted by any other means. If an owner's vessel sinks, the owner must immediately remove the sunken vessel from the Marina. If not removed within three (3) hours after the sinking, the Association may (but shall not be obligated to) remove the same and charge the owner for the removal cost.
- e. Each vessel, including any extensions or overhangs from the vessel, must be fully contained within the assigned boat slip, and in no event shall any vessel exceed a length of forty (40) feet or have a draft over six (6) feet.

24. DRAINS, GARBAGE DISPOSALS AND TOILETS

DRAINS, GARBAGE DISPOSALS, AND TOILETS:

Approximately 75% of clogs are caused by items that are labeled disposable or flushable but are not. These clogs may cause sewage water to enter residences on lower levels.

DO NOT PUT THE FOLLOWING ITEMS DOWN GARBAGE DISPOSALS AND DRAINS:

Fats, oils and grease, sauces, dairy products, rice and pasta, any stringy or tough-peeled vegetables including asparagus, lettuce, celery and potato peelings, baking goods, and coffee grounds

DO NOT FLUSH DOWN TOILETS:

Disposable napkins, handy wipes, baby wipes, hygiene wipes (even if they say they are flushable), cotton balls and swabs, dental floss, bandages, and bandage wrappings