11. RULES, REGULATIONS AND RESIDENT RESPONSIBILITIES

Introduction:

Everyone who flies takes for granted those safety instructions that the flight attendant rehearses during each preflight similarly, condominium owners think they have heard about every proper procedure, about every rule, and every regulation many times. It makes better sense not to take anything for granted. So even if you are convinced you've heard it all before, please review this section with care so that your experience at Eastside at Aventura remains pleasant and positive. As a condominium community, we are only as good as our willingness to cooperate and respect the privacy of our neighbors.

Thanking you in advance for your anticipated compliance and cooperation. Details and source of these governing Rules may be found in the Condominium Documents.

A. Occupancy

Each Residential Unit shall be used as a residence and/or home office, whether for permanent, temporary or transient use, in which a home office may be maintained. Home office use within a Unit shall be permitted to the extent permitted by law, and to the extent the office is not staffed by employees, is not used to receive clients and/or customers.

B. Leases

All leases must be in writing and copy submitted to the Manger. Tenants will be screened prior to move-in. Unit Owner is responsible for their tenant's behavior, conduct and damages to common area. The Association may collect a reasonable deposit for damages to common elements at Association's discretion. No lease of a Unit may be for a period of less than six (6) months, and no Unit may be leased more than two (2) times in any calendar year, including lease renewals. Renewals of leases in which there is a change in more than just the expiration date and rental under the Lease shall likewise be considered a new lease subject to the provisions hereof.

C. Deliveries

Schedule the delivery of all valuables at a time when you will be available to take immediate receipt of them. Since there is not an on-site office, the association is not responsible for your deliveries. Please plan accordingly.

D. Obstructions

For your protection, all public passageways must be kept completely free of all obstruction, such as boxes, bikes, or other articles. E. Belongings

Do not leave your belongings unattended in hallways, elevators, lobbies, or other common areas. The Association shall not be responsible for such items, and may have them removed without notice.

F. Restricted Areas

Please keep away from restricted areas of the property, including the roof and areas under construction.

G, Balconies and Terraces

(1) The exterior of the condominium and all other areas appurtenant to the condominium shall not be painted, decorated or modified by any owner in any manner (including Holiday & patriotic expression) without the prior consent of the Board, which consent is at the sole discretion of the Board.

(2) No awnings, window guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the condominium. Exceptions, including hurricane shutters, shall be approved by the Board prior to installation.

(3) The exterior of all window decorations and dressings (draperies, shades, blackout type liners, window shutter, etc.) must be white or off-white.

(4) Balcony floors may be covered with a watertight surface approved by the Board, but the uniform exterior color on the edge may not be altered. See manager for additional information, describing the exact detail.

(5) Balconies are to be kept clean and in good appearance at all times. No articles of clothing, towels, beach apparel, cleaning material, stacked furniture, etc., may be placed on the balconies or railings where they may be visible.

(6) Nothing may be thrown, poured or shaken from the balcony or windows. Cigarettes and matches are particularly dangerous and must not be tossed over the railing.

(7) By order of the County Fire Marshall no cooking or use of BBQ grills shall be permitted on the balconies.

(8) No sign, advertisement, or notice shall be exhibited, displayed, inscribed, painted or affixed in or upon any part of the condominium property without board approval.

(9) Owners shall remove all loose or movable objects from balconies during a hurricane alert or whenever the condominium unit is to remain vacant for an extended period.

(10) Radios and TVs should not be played so as to disturb others on their balcony.

H. Extended Absences

If you are not occupying your residence for an extended period of time it is recommended that you notify building security and building management, as well as unplug major appliances, shut off water, remove all objects from your balcony and appropriately adjust the climate control.

1. Speed Limit

The speed limit on all access roads and garage areas shall be 15 miles per hour.

J. Outdoor Antenna, Wiring and Machines

Outdoor television and radio antennas shall not be permitted, neither are electrical wiring, machines, or air conditioning units that protrude through the walls or windows of a residence. Satellite dishes may not be affixed to the building or balcony railing.

K. Signs

Residents may not post signs on Eastside at Aventura Association property. A bulletin board serves for the use of Eastside at Aventura Association residents for special or individual announcements or notices. Contact the manager for availability.

L. Curtains

Curtains or drapes (or lining thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color.

M. Weight and Sound Restriction

Installation of hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like, other than by Developer, in any portion of the Unit (or Limited Common Elements appurtenant thereto), must first be submitted to and approved by the Board of Directors, and, if approved, shall meet all sound insulation standards established by the Board from time to time, and also meet all applicable structural requirements. The Board of Directors may require a structural engineer to

review certain of the proposed improvements, with such review to be at the Owner's sole expense. The Board will have the right to specify the exact material to be used on

balconies. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission,

NO Damage

Residents shall be responsible for any damage done in their unit or to any part of the building, or Eastside at Aventura property by themselves, their contractors, their dependents or their guests. This includes, but is not limited to, marking, engraving, denting, or defacing.

O. Pets

A Unit Owner may maintain one (1) domestic dog or one (1) cat of less than twenty-five (25) pounds in the Owner's Unit, provided that such pet is (i) permitted to be kept by applicable laws and regulations, (ii) carried at all times when on the Common Elements and Association Property, (iii) not left unattended on balconies or in lanai areas, (iv) generally, not a nuisance to residents of other Units, and (v) not be a breed to be considered dangerous by the Board of Directors. A pet registration form may be requires to be submitted to the Association prior to taking residence within the building. A violation of these restrictions shall entitle the Association to all of its rights and remedies, including but not limited to, the right to fine Unit Owners (as provided in the ByLaws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. Notwithstanding the forgoing, neither the Board of Directors and the Association harmless from and against any liability or cost arising out of or in connection with the presence of a pet in a Unit or the Common Areas.

P. Children

For the safety of all, children may not play in the halls, elevators, or lobbies. Young children, 12 years or younger, must be accompanied by an adult in the pool and common areas. Residents are responsible for the behavior of their children and of their guests. Please consider the privacy of other residents.

Q. Plumbing

Do not dispose of sweepings, rubbish or other foreign matter in your household plumbing. Since some pipes are interconnected, this could cause damage within another unit. Residents who use the plumbing for such purposes will be held responsible for any necessary repairs (within their unit, common areas or other units effected).

R. Flooring

Any hard surface or hard flooring material installation must be installed with acceptable sound proofing materials and meet architectural approval. This includes patio or balcony areas.. Permits, contractor registration and prior approval by the Board are required. Installation must be performed within the designated hours and with consideration as to the noise level. Contact the manager for details or see enclosed specifications or instructions and approval by the Board.

S, Boats and Commercial Vehicles

Due to space availability, boats, boat trailers, recreational vehicles, motor homes or commercial vehicles shall not permitted on the grounds. No repairs or maintenance on vehicles may be made on the condominium premises.

T. Parking

(1) The following guidelines concern the parking areas:

(2) There shall be assigned to each Unit Owner by the Developer the use of two (2) Parking Spaces for that Unit Owner's exclusive use.

(3) Parking facilities shall be used in accordance with the regulations adopted by the Association. Parking is only permitted in properly designated parking spaces, and no vehicles may park on any other common or limited common areas, including, but not limited to, grass and walkways.

(4) You shall only use the parking space or spaces specifically designated for the residence.

(5) Service vehicles will not be allowed to park in the garage area. Check with management as to where these vehicles will be allowed to park.

U. Occupancy and Use Restrictions

All units are for Residential use only. A home office is permitted as long as this office is not staffed and not receiving clients.

A Unit Owner information & Emergency Contact form should be completed for both Owners &

Tenants so the Board or Management can contact you for important information or emergencies.

A guest form should be completed if you have regular visitors or service providers to your unit.

Tenants of a unit must be approved by the board prior to move-in. Application , copy of lease and fees must be delivered to the Manager prior to approval process.

V. Smoking

Smoking shall not be allowed in hallways, elevators and lobbies.

1110 FACILITIES AND AMENITIES

A. Activities Room

Within the Recreation area, the Activities Room, complete with kitchen, will be available for parties and social functions, on a reservation basis. Several tables will also be available for friendly card games. The tables are available on a first-come, first-served basis.

B. Pool Deck

Children under the age of 12 are to be accompanied by a responsible adult. All rules pertaining to pool use are to be followed for your and your guests' safety. The hours are from 6:00 a.m. to 8:00 p.m. Swim at your own risk.

c. Exercise Center

Located within your building, residents have the opportunity to share the exercise equipment to keep fit and trim. The use of equipment is at your own risk. Also included is a sauna and men's and women's showers. Children under 12 are prohibited to use the Exercise Center unless accompanied by a responsible adult. See the management office for operating hours.

UNIT ACCESS AUTHORIZATION

Date: _____

TO: EASTSIDE AT AVENTURA ASSOCIATION CONDOMNIUM ASSOCIATION, INC.

FROM: UNIT OWNER: _____ UNIT #_____
(BLDG, TOWER, COMM. ASSOC.) #_____

THIS IS TO AUTHORIZE AND REQUEST you to grant access to the above-described unit in Eastside at Aventura Association Condominium to the person(s) named below.

In giving this authorization and request, the undersigned ACKNOWLEDGES AND AGREES:

1. You may use or give to the below-named person(s) the key to the unit kept by you;

2. Although the purpose(s) of the entry is stated below (for information only), you are not responsible to see to such purpose(s) being fulfilled nor for limiting access to the accomplishment of such purpose(s);

3. You are not responsible in any manner for supervising, observing or controlling the conduct of the person(s) to whom access and/or the key was given, and

4. The undersigned agrees to fully indemnify and hold harmless you and al! of your officers, directors, members, employees and agents (including, without limitation, your management and security companies and their officers, directors and employees) for and from any and all misconduct or negligence of the person(s) named below, whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorney fees and court costs regardless of whether suit is brought or any appeal is taken therefrom).

NAMES OF PERSON (S) AUTHORIZED TO HAVE ACCESS:

_____

NAME OF COMPANY (IF ANY):

_____

PURPOSE (S) OF ACCESS (FOR INFORMATION ONLY):

_____

INTENDED TERMINATION DATE OF AUTHORIZATION: The undersigned agrees to notify management, in writing, of the termination of this authorization. You are entitled to assume that this authorization is in full force and effect until you actually receive a written notice of such termination.

UNIT OWNER (S):

_____

Signature(s) - on behalf of all owners of the Unit

_____

Print name(s)

_____

Received by:

Signature _____ Title _____

Print Name _____ Date _____