

VENEZIA LAS OLAS CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Venezia Las Olas Condominium Property, the common elements, the units and the Condominium (the “Condominium”) shall apply to and be binding upon all Unit Owners, and lessees and their families, guests, invitees, contractors, persons for whom they are responsible and persons over whom they exercise control and supervision. The Unit Owners and lessees shall at all times obey these Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, contractors, persons for whom they are responsible and persons over whom they exercise control and supervision. Any waivers, consents or approvals given under these Rules and Regulations by the Board of Directors shall be revocable at any time and shall not be considered as a waiver, consent or approval of identical or similar situations unless such waiver, consent or approval is specifically set forth, in writing, by the Board of Directors. THE RULES AND REGULATIONS ARE AS FOLLOWS:

1) RULES AND REGULATIONS VIOLATIONS:

A. Violations of these Rules and Regulations and all the Venezia Las Olas Condominium Documents should be reported, in writing, to the Management Office of Venezia Las Olas Condominium Association, Inc. a Florida, not-for-profit corporation (the “Association”), on the Violation Report Form then in effect.

B. Violations will be called to the attention of the violating unit owner or lessee by the Management Office.

C. Unit owners are responsible for compliance by their lessees’ families, guests, invitees, contractors, persons for whom they are responsible and persons over whom they exercise control and supervision regarding these Rules and Regulations and all of the Venezia Las Olas Condominium Documents.

2) RESIDENTIAL AMENITIES: The 5th Floor Amenities of the Condominium are for the exclusive use of residential unit owners or their lessees and their respective family members and guests.

3) COMMON ELEMENTS: The elevators, parking areas, walkways, sidewalks, entrances, driveways, passages, patios, balconies, terraces, courts, vestibules, stairways, corridors and halls must be kept open and shall not be obstructed in any manner. Rugs, mats, table decorations and other property, which have not been approved in writing in advance by the Board of Directors, must not be placed outside of doors, in corridors or on walkways. No guest of any Unit Owner shall be permitted to use the Common Elements of the Condominium unless accompanied by a Unit Owner or lessee or unless the guest has registered with the Association. Any damage to the

buildings or the other Common Elements or equipment caused by any Unit Owner, lessee, or their respective families, guests, invitees, contractors, persons for whom they are responsible and persons over whom they exercise control and supervision shall be repaired at the expense of the responsible lessee or Unit Owner.

The Association Bulletin Boards located in Mail Area, on the Front Desk and on the Walls in the Parking Garage next to the entry doors are for Association Notices. Unit Owners wishing to post private notices on the Association Bulletin Boards may be allowed to do so, at the sole discretion of the Board of Directors of the Association, and upon the prior written approval of the Board, subject to the following requirements:

- A. Private notices shall be typed or printed in black ink on 3" x 5" cards.
- B. The content of such notices shall be limited to Venezia Condominium Units for sale or rent, Venezia Condominium assigned parking spaces for rent, personal property (furniture, furnishings, etc.) for sale, and notice of interest in purchasing or renting a Venezia Condominium Unit or renting a Venezia Condominium assigned parking space.
- C. No more than three Approved private notices shall be posted on the bulletin boards at any one time and they shall be posted only by the Condominium manager, and only in the lower right quarter of the bulletin boards.
- D. Notices shall be removed by the Condominium manager 15 calendar days after being posted, unless removed sooner by the Unit Owner.
- E. Any notice posted without having been first approved by the Board of Directors shall be removed by the Condominium manager and that Owner shall not be allowed to post another notice for six (6) months from the date of removal of the notice.
- F. Private Notices shall not be posted or left anywhere else in or on the Condominium property with the sole exception that Unit Owners or residents wishing to distribute private notices may provide them to the Condominium manager for distribution through the concierge cabinet.

4) NOISE: Unless expressly permitted in writing by the Board of Directors of the Association, no floor covering shall be installed in the Units, other than carpeting. It is the Unit Owner's responsibility to obtain the Board of Directors written approval prior to performing any floor related work, so that the flooring shall have adequate sound control as approved in writing by the Board of Directors prior to any installation thereof.

Radios, televisions and other instruments, which may create noise, should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. All other unnecessary noises, such as bidding good night to departing guests in the hallways, and the slamming of doors between these hours should be avoided.

5) **PERSONAL PROPERTY:** The personal property of Unit Owners and occupants must be stored in their respective Units or assigned storage units, the sole exception being terrace/patio furniture, which may be kept on their terrace or patio and two sealed plastic containers in front of your parking spot.

6) **SIGNS:** No sign, notice or advertisement shall be inscribed or exposed on, in or at any window or any part of the Condominium nor shall anything be projected out of any window or door in the Condominium. There shall be no “For Sale” or “For Rent/Lease” signs exhibited, displayed or visible from the interior or exterior of the Condominium, except for signage permitted as to the Commercial Units.

7) **EXTERIOR APPEARANCE:** The exterior of the Condominium and all areas appurtenant to the Condominium shall not be painted, decorated or modified by any unit owner in any manner without the prior written consent of the Board of Directors of the Association, which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors. No awnings, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices shall be used in or about the Condominium, except as shall have been approved by the Board of Directors, which approval may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors, or as originally installed by the Developer. No windows may be tinted without the prior written consent of the Board of Directors and installation of drapes or curtains visible from the exterior of the Condominium shall have white or off white, black-out type liners used, which liners must be approved by the Board of Directors. Unless approved in advance in writing by the Board of Directors, no radio or television aerial or antenna and no microwave transmission equipment shall be attached to, or hung from the exterior of the Condominium or the roof thereon, except for installations previously constructed thereon by the Developer and/or agents of the Developer.

8) **BALCONY TILE:** The total thickness of the tile installation at the edge of the balcony, underneath the glass railing, and the distance between the bottom of the horizontal railing member and the top of the tile and from the top of the tile to the top of the railing must comply with the requirements of the South Florida Building Code and the temporary aluminum piece (L shaped) must be removed. A sling shall be installed by the unit owner or contractor during balcony Installation to avoid debris dropping on railings below

9) **CHILDREN:** There are no restrictions upon children residing in the units of this Condominium. However, children shall not play in or on the Condominium common elements without adult supervision.

10) **EMPLOYEES:** Employees of the Association, while being paid to perform a service for the Association or the Condominium, shall not be sent out of the building by any Unit Owner, except in the Unit Owners capacity as an officer or director of the Association, at any time, for any purpose other than for Association business. No Unit Owner shall direct, supervise or in any manner attempt to assert any control over the employees of the Association while they are being

paid to perform a service for the Association of the Condominium.

11) REFUSE: All trash shall be securely wrapped in plastic garbage bags and placed in the trash chute. Trash chutes and collection containers may be used only between 7:00 a.m. and 11:00 p.m. There are recycle containers located in the first-floor garage area. All cardboard boxes shall be broken down to a flat configuration before being placed in the designated area in the Receiving Room. Trash chutes shall not be used for construction debris.

12) PLUMBING: Common water closets and other common plumbing shall not be used for any purposes other than those for which they are constructed, and no sweepings, rubbish, rags, sanitary napkins or other inappropriate substances shall be thrown therein. Neither grease, paint nor any other similar substances shall be poured down drains. The cost of any damage resulting from misuse of same shall be borne by the owner or lessee of the Unit from which the damage resulted.

13) WATERBEDS: No waterbeds are to be brought into the Units for any purpose whatsoever.

14) BALCONIES AND TERRACES: Plants, pots, receptacles and other movable objects must not be kept, placed or maintained on ledges of windows, ledges of terraces or ledges of balconies. No objects shall be hung from balconies, terraces or windowsills. No cloth, clothing, rugs or mops shall be hung open or shaken from window, doors, balconies or terraces. No cigars, cigarettes or any other objects shall be thrown or swept from the balconies, doors, windows or terraces. No watering of plants or mopping of terraces shall cause any debris or water to fall from the balconies.

15) COOKING: Cooking shall not be permitted on balconies and terraces, except with an electric grill.

16) INGRESS AND EGRESS: Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed in the halls, on walkways or on staircase landings. Unit entrance doors shall not remain open for any purpose other than for immediate ingress and egress.

17) STORAGE AREAS: Nothing shall be placed in the storage areas and/or storage rooms (if any), which would create a fire hazard or any other type of environmental hazard. The storage area which is assigned as an appurtenance to a particular Unit may be used only by the Unit Owner or the Lessee of such unit, except when the Unit Owner has given written permission for use (copy to Association) to another Unit Owner, lessee or guest. No items which are not owned by the Association shall be placed or stored in the common access ways of the storage rooms.

18) BICYCLES: Bicycles must be placed or stored in the designated area in the Receiving Area or at the back (against the wall) of the Unit Owner's or their Lessee's assigned parking space.

19) ATTIRE: Appropriate attire shall be worn in the common and recreational areas. No bare feet are allowed, shirts, shorts/pants must be worn and bathing suits covered on the common

areas, except in the pool area and the sauna/shower area.

20) RESIDENT GATE STICKERS: Each residential unit of the building will be allowed one garage gate sticker per parking space that has been assigned as an appurtenance to a particular unit. (Example: A unit that has only 1 parking spot will only have 1 garage gate sticker issued to that unit. A unit with 2 parking spots will only have 2 garage gate stickers issued to that unit.) The number of garage gate stickers issued to a unit may not exceed the number of parking spaces that have been assigned to a residential unit. A garage gate sticker will be assigned to a vehicle of a residential unit owner, resident or lessee who has submitted a completed background screening application provided by the Association at the Front Desk. The cost of the background screening application is \$100.00. The Board of Directors may deny an applicant's background screening application for a garage gate sticker under the same terms as the Declaration of Condominium of Venezia Las Olas, Article XXXII and its amendments.

A garage gate sticker maybe assigned to a guest, as long as that guest has completed and passed the Association's background screening and has paid the \$100.00 screening application fee. A garage gate sticker may be assigned to an immediate family member with out having to complete the Association's background screening so long as proof has been provided to show that they are an immediate family member of the unit owner, resident or lessee.

The garage gate sticker shall be affixed to the passenger side headlight of the vehicle and will only be assigned and placed on the headlight by a member of the Board of Directors or the Property Manager. Each owner of a vehicle receiving a garage gate sticker must supply a copy of the vehicle's registration to the Management Office. The vehicle's registered owner must match the owner, resident, lessee or guest who has completed the Association's background screening application, or the immediate family member.

A residential unit owner who leases their unit will result in that owner's garage gate sticker(s) to be deactivated until their lessee's lease has expired or has not provided the Management Office with a current lease extension.

Each initial garage gate sticker will cost \$50.00 and each replacement garage gate sticker will cost \$50.00. Garage gate stickers will not be given or assigned to rental cars or a denied applicant. Extra or spare garage gate stickers will not be given to a residential unit owner, resident, lessee or guest. Garage gate stickers will be deactivated when a residential unit owner, resident or lessee has moved out, a unit owner is 90 days late on their maintenance, a lessee's lease has expired, a garage gate sticker has been tampered with or removed.

21) Key Fobs: Each unit will be assigned (2) key fobs. If a unit wishes to purchase additional key fobs for the unit, a written request must be made to the Board of Directors for their approval/disapproval. The cost of an additional key fobs is \$10.00. Lost, stolen or damaged key fobs will be deactivated and can be replaced at a cost of \$10.00 each. Additional purchased key

fobs are nontransferable and will be deactivated in the event of a unit sale, transfer of title or lease.

22) MOTOR VEHICLES AND PARKING: No motorized vehicle including, but not limited to, automobiles, SUVs, trucks, motorcycles, motorbikes, motor scooters and any other motorized vehicle), shall be parked in such a manner as to impede or prevent access to another parking space or the entrances to the building. No motorized vehicle shall be operated in excess of 10 mph in the parking garage. No motorized vehicle shall make excessive noise in the parking garage or elsewhere on the Condominium property. No motorized vehicle, which cannot operate on its own power, shall remain within the Condominium Property for more than twelve (12) hours, and no repair of motorized vehicles, except for emergency repairs, shall be made within the Condominium Property. The parking space(s) which is assigned as an appurtenance to a particular Unit may be used only by the Unit Owner or the lessee of such parking space, except when the Unit Owner has given written permission for use (copy to Association) to another Unit Owner, lessee or guest. Unit Owners may authorize the Condominium Manager to allow others to use their parking space for specified time period. Campers, recreational vehicles and trailers may not be parked on the Condominium Property without prior written approval of the Board of Directors. No vehicles used for commercial purposes where the commercial use of the vehicle is obvious due to, for example and not by way of limitation, signage or wear and tear, shall be parked on the Condominium property at any time. Sports utility vehicles, motorcycles, vans and pick-up trucks owned by a Unit Owner, lessee or guest and used for personal transportation may be parked on the Condominium property in their assigned parking space without prior consent or approval. No more than one motorized vehicle may be parked in a parking space at a time, with the exception that a motorcycle, motor scooter or motorbike may be parked behind another vehicle (against the wall) so long as in doing so, it doesn't cause the other vehicle to extend further into the common area in the parking garage than a properly parked vehicle would extend if another vehicle was not parked behind it.

The procedure and penalty for vehicles illegally parked in violation of this Rule shall be as follows:

A. First Violation:

A telephone call will be placed from the Front Desk asking the owner of the vehicle to park in their designated parking spot.

B. Second violation:

If the improperly parked car is not moved within 12 hours, it will be towed at the owner's expense.

Washing of motor vehicles is prohibited in assigned parking spaces and shall be limited to the area in the Receiving Room designated by the Board of Directors of the Association for the

washing of motor vehicles and only on weekday evenings between the hours of 6:00 p.m. and 9:00 p.m. and on Saturdays, Sundays and legal holidays between the hours of 9:00 a.m. and 9:00 p.m., and waxing of motor vehicles shall be limited to the Unit Owner's or Lessee's assigned space where the vehicle to be waxed is parked such areas, if any, designated by the Association for the cleaning of motor vehicles.

23) HURRICANE SEASON PREPARATION: All Unit Owners and lessees are responsible for preparing their Units, including terraces and balconies, should there be a threat of a hurricane. All personal property must be removed from balconies and terraces. A Unit Owner or lessee who plans to be absent at any time during the hurricane season (June 1 through November 30) must prepare their Unit prior to their departure. A Unit Owner or lessee may designate a responsible firm or individual (their "Agent"), who is not an employee of the Association or the Management Company of the Association, to care for their Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage. The name, address and telephone number of this Agent shall be furnished to the Association. However, the Association shall be under no obligation to contact the Agent. The purpose of their designation is for identification to permit their entry onto condominium property and into the Unit. If a Unit Owner, lessee or their Agent fails to remove the personal property from the Unit balcony or terrace in a timely manner, an employee of the Association may be authorized by the management or the Board of Directors to do so, to minimize the risk to others and to the building, in which event, the Unit Owner shall be responsible for payment of \$50.00 per balcony paid to the Association to remove the property.

24) PETS: No Unit Owner or lessee shall have a total of more than two pets, including visitor's pets in their Unit at any one time. All pets must be registered with the Association prior to occupancy, which registration shall include written certification from a veterinarian licensed to practice in the State of Florida, that the weight of the pet shall not exceed 50 pounds when it is fully grown and evidence of annual rabies vaccination and city license must be furnished to the Association each year for each registered pet. No animal weighing more than fifty (50) pounds, or which has not been house trained, nor any type of exotic pet or exotic animal or rodent, shall be kept or harbored on the Condominium Property or within the confines of a Unit. Under no circumstances will any dog be permitted whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier or any dog displaying a majority of the physical traits of any one (1) or more of those breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established, by the American Kennel Club or United Kennel Club for any of those above breeds). No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on or about any portion of the Condominium Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity, regardless of their weight. Other domestic animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a

harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial-purpose. Unit Owners or lessees shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property.

Pets must be hand carried, caged or leashed on a non-retractable leash at all times when not within the Unit of the pets owner. No pet shall be kept tied outside a Unit or on any Balcony or Terrace, unless someone is present in the Unit. No dogs will be curbed in any condominium landscaped area or close to any condominium walkway, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. Pet owners must pick up and remove and clean up after any waste deposited by his or her pet. No pet or animal shall be maintained or harbored within a Unit that would reasonably create a nuisance or threat to any Unit resident or guest or to another pet. A determination by the Board of Directors, in its sole discretion, that a proposed pet or animal or a pet or animal maintained or harbored within a Unit is exotic, creates a nuisance, or is a threat to the health and/or safety of any persons or pets who or which may come onto the Condominium property from time to time including Unit Owners and others, shall be binding and conclusive on all parties.

25) EXERCISE ROOM AND SAUNAS: Anyone using the Exercise Room equipment or the Saunas shall do so at their own risk. Children under the age of 12 are not permitted in the Exercise Room and children under the age of 18 must be accompanied by an adult. Shirts and athletic shoes must be worn at all times. No equipment shall be removed from the Exercise Room. The TV, lights and ceiling fan in the Exercise Room and the lights in the Sauna Rooms must be turned off when leaving those rooms.

26) SWIMMING POOL: Access to the swimming pool area, including the pool deck, pool and spa, shall be limited to Venezia residents and their guests. Anyone using the swimming pool or spa shall do so at their own risk. A responsible adult, who is capable of swimming, must accompany children under the age of 18 years at all times. Bathing suits are required in the pool. Cover-ups or appropriate attire must be worn when entering or leaving the pool area. Glass objects, food and alcoholic beverages are prohibited anywhere in the pool area. "Horseplay" in the pool area is strictly prohibited. No recreational devices shall be allowed in the pool, spa or pool area. Private parties may not be held in the pool area. All residents must have access to the pool area and lounge chairs at all times. No animals are permitted in the pool area. Infants and toddlers may not enter the pool without "swimmer" diapers or plastic pants. Regular diapers are not permitted in the pool. All residents and guests must obey all posted Swimming Pool Rules at all times; in those instances where the posted Swimming Pool Rules conflict with these rules, these rules shall control. Anyone smoking in the pool area and the veranda outside of the Community Room must be courteous of others in those areas and shall bring and use ashtrays which they shall empty periodically so that ashes and butts don't blow on to the pool deck or into the pool.

27) COMMUNITY ROOM:

A. General: The Community Room on the 5th floor is available to all Condominium residents and their guests for private parties, gatherings, meetings and similar purposes by reservation. Residents must attend the function for which they submitted a reservation form. The veranda immediately east of the Community Room (but excluding the upper level pool area) (hereinafter, the “Veranda”) is automatically included whenever the Community Room is reserved. The maximum capacity for the Community Room is 30 people; including the Veranda, the maximum number of people for any event shall not exceed 50. Reservation of the Community Room must be made by completing a reservation form available at the front desk. Availability is based on a first come first served basis. No smoking is permitted inside the Community Room.

B. Available Times: The Community Room and Veranda are available for use from:

9:30 a.m. to 11:00 p.m. Sunday through Thursday

9:30 a.m. to 12:00 a.m. Friday, Saturday and the night before Holidays

C. Fees and Cleanup: The resident using the Community Room and Veranda is responsible for general clean-up and ensuring that the Community Room and Veranda are returned to their “pre-event” condition by 11:00 a.m. the following morning. General clean-up includes, but is not limited to, removing of all trash, washing and putting away any dishes, utensils or other items available in the Community Room, washing down the counters, tables, chairs and appliances, vacuuming the carpet, restoring furniture to the original configuration and removing all decorations.

D. A security deposit in an amount as may be determined from time to time by the Board of Directors, which deposit is presently in the amount of \$500.00, is required at the time the Community Room is reserved. To assure return of the security deposit, a walk-through of the Community Room and a sign-off on the reservation form must be completed by the resident and the on-duty front desk representative prior to the start of the event. Any damage or problems with the Community Room and Veranda or their condition prior to the start of the event shall be noted on the reservation form at the walk-through. Immediately following the event, (or after the Community Room and Veranda have been cleaned by the resident who reserved the Community Room, but no later than 11:00 a.m. the morning following the event), a second walk-through must be completed and the condition of the Community Room and Veranda noted on the reservation form, and signed by the resident and the on-duty front desk representative. The resident using the Community Room is fully responsible for any damage or problems with the Community Room and Veranda, or their fixtures, furniture, and related items, as noted on the reservation form during the final walk-through. If the walk-through does not identify any damage or other problems, and the Community Room and Veranda and the property located therein has been cleaned to the same condition they were in preceding the event, the security deposit will be returned on the next business day that the Venezia manager is present. If damage or problems have resulted from the event, the resident will have 30 days to repair the damage or

replace the broken item(s). If repairs or replacements to the original configuration are not completed within 30 days from the event, the management shall, with the Board's approval, have the right to complete such repairs or replacement. The resident shall be notified of such, and the resident will be fully responsible for any costs associated with restoring the Community Room and Veranda and their fixtures, furniture or related items to their original condition.

E. Guest List: When the use of the Community Room includes "non-resident" guests, a list of names of all non-residents attending the function must be provided to the front desk prior to the start of the function and all non-resident guests shall sign in at the front desk upon arrival.

F. Use of the Veranda: Prior to the beginning of the event, a chain shall be obtained from the building manager and placed at the bottom of the stairs leading to the pool area, including a sign identifying that the pool area is "off limits" to guests using the Community Room due to insurance restrictions.

G. Noise: Neither the Association, its staff, its management, nor its Board of Directors can dictate what constitutes an "acceptable noise level" is. Nor can the policies or Rules of the Association supersede local statutes regarding noise levels in residential areas. All events must comply with Fort Lauderdale noise ordinances. It is the responsibility of the resident using the Community Room and/or Veranda to assure that the noise level is considerate of other residents and neighbors of the Condominium. In accordance with the general Rules and Regulations, music, entertainment, radios, televisions and other instruments in the Community Room, which may create noise, should be turned down to a minimum volume between the hours of 11:00 p.m. and 8:00 a.m. on week days, and between 12:00 a.m. and 9:30 a.m. on weekends. Residents using the Community Room or Veranda should take the appropriate and timely action when formal noise complaints are communicated through the front desk or building management. Where multiple resident complaints regarding a particular use of the Community Room or Veranda are not reasonably acted upon, the Board may take action to restrict further use of the Community Room and the Veranda by the resident who failed to accommodate the noise complaint in a reasonable and timely manner. Bands, musicians, stereos, loud speakers and public-address systems shall not be located on the Veranda outside the Community Room.

28) MOVING AND DELIVERY OF FURNITURE, FURNISHINGS AND EQUIPMENT:

All Unit Owners and lessees shall cooperate fully with the Board of Directors and/or management in effecting a coordinated move-in and move-out schedule including, but not limited to, use of the elevators for moving of furniture, furnishings and equipment. At the time of move-in, move-out or the delivery of furniture, fixtures, equipment, etc., all Unit Owners and lessees shall be required to post damage (security) deposits in such amounts as may be determined by the Board of Directors from time to time, which deposits are presently in the amount of \$1,500.00. Moving in and out shall take place only on weekdays, except weekdays which are legal holidays, between the hours of 8:00 a.m. and 4:00 p.m. Delivery to current residents of heavy or large objects, which require a mechanical device or more than one person to move them, by retail vendors of those items, or their authorized delivery company, but not

moving in or out, shall be allowed on Saturdays, but not Saturdays which are legal holidays, between the hours of 9:30 a.m. and 2:30 p.m. provided that such delivery has been scheduled and the damage security deposit has been paid in advance.

29) VISITORS AND GUESTS: Visitors not accompanied by a Unit Owner or Lessee shall sign in at the front desk. All visitors, unless specifically authorized by a Unit Owner or Lessee, will be announced before access to an elevator is granted. Personnel on duty at the front desk will log in all visitors or service persons before access is granted to the building. Absent Unit Owners shall notify the Association in advance, by written notice, of the arrival and departure dates of guests who have permission to occupy their Unit. If the guest will be utilizing the Unit Owner's or Lessee's parking space, the Unit Owner or Lessee must notify the front desk of such. The Unit Owner or shall make their guests aware of the Association Rules and Regulations and all guests shall obey the Rules and Regulations. No guests of Unit Owners or Lessees shall be allowed to have guests in the absence of the Unit Owner or Lessee without the prior written authorization from the Unit Owner or Lessee. Any guest arriving between the hours of 12:00am and 6:00am must be accompanied by the owner, resident, or tenant. Entry to the building will not be permitted until the owner, resident, or tenant is called and physically comes to the lobby to register their guest and accompany them to their unit.

The definition of a "Guest" is further clarified below.

Overnight guests, relatives (defined as parents, siblings, grandparents, children, grandchildren, cousins, aunts, and uncles) staying overnight for any period of time may use the Common Areas (pool, gym, sauna, etc.) at will, abiding by the rules of Venezia Las Olas which govern the specific area. The front desk attendant of Venezia Las Olas should be notified in writing by email, mail, or in person, if guests will be staying with a resident and must also be informed of the duration of their stay. If the Unit Owner is absent during the stay of an overnight guest or relative, the front desk attendant must be notified in writing, and the guest must register upon arrival, however, the front desk cannot provide access to the unit without prior written authorization from the Owner.

Day guests (persons who are not overnight guests or relatives legally residing in a Unit of Venezia Las Olas) may use the common areas for a total of 30 days during any 12-month period. The Unit Owner or resident must be with the guest and cannot give access to an area and leave the day guest alone. After the 30-day period has expired, Venezia Las Olas would require a charge of \$30.00 per day for continued usage of Common Areas. Day guests must sign in at the front desk with each entry to the building. Once the 30-day Common Area usage has been met, Venezia Las Olas would also require the Resident (Unit Owner) to pay for a background screening of their guest(s) in addition to the \$30.00 per day continued usage fee per guest.

Under any and all circumstances, the Unit Owner is ultimately responsible for any damages done to the premises of Venezia Las Olas by themselves or their overnight guests, relatives, or day guests, whether it be structural or cosmetic. This would also apply to damages done to any other

privately-owned units while guests and/or relatives are using common areas or any other area in any part of the building.

The 30-day Common Area usage rule would not apply to physical therapists or personal trainers who are serving the needs of a Unit Resident. Proof must be supplied to the Management that the therapist or trainer is licensed in the State of Florida and must prove that (s)he conducts business as such. This exception is only in effect while these professionals are engaged in their official capacity with the Unit Resident and they must still check in at the front desk before conducting their business.

30) REAL ESTATE AGENTS AND PROSPECTS: Unit Owners shall notify management that their Unit is for sale or lease and shall provide management the name of their authorized real estate agent, if any, in writing. Unit Owners shall inform their authorized real estate agent and/or broker that all prospective purchasers and/or their agents (hereinafter referred to as “Prospects”) shall be accompanied from the lobby to the Unit by the authorized agent. In addition, the authorized agent shall escort all prospects to all common areas and shall escort all prospects from the building when they have completed their inspection of the Unit and the common areas. No “open houses” to the general public shall be permitted. Unit Owners or their authorized agents who wish to conduct a Broker’s Open House (for licensed real estate brokers and agents only) shall submit a written request in advance to management for Board of Directors permission to do so, which request shall include the date and time of the proposed Broker’s Open. Permission shall be granted by the Board of Directors unless a valid reason for not granting permission, in the Board’s sole discretion, is provided to the Unit Owner. The Unit Owner and their authorized agent shall be responsible for ensuring that each attendant at the Open House signs in at the front desk.

31) UNIT OWNER STATEMENTS AT ASSOCIATION BOARD OF DIRECTORS MEETINGS: In order to keep the Association Board of Directors meetings to a reasonable length, Unit Owner statements at Association Board of Directors meetings, concerning old and new business agenda items, shall be limited to one (1) initial statement, not to exceed three (3) minutes in length, and one (1) additional statement, not to exceed one and one-half (1½) minutes in length, on the same agenda item. The sole exception shall be that the Unit Owner who requested an item to be placed on the agenda, in addition to the authorized initial and additional statements, may make an introductory statement, not to exceed five (5) minutes in length, explaining the purpose of the agenda item and what the Unit Owner hopes to accomplish by having the agenda item brought before the Board.

32) ANTENNAS AND SATELLITE DISHES: Except as provided herein, no satellite dish, antenna or other device for the transmission or reception of television signals, radio signals or any form of electromagnetic wave or radiation shall be erected, used or maintained on any portion of the Condominium Property, including the Unit or Limited Common Elements; provided, however, that the Association shall have the right to erect, construct and maintain such

devices. The following shall apply to all Unit Owners:

(A) No transmission antenna, of any kind, may be erected anywhere on the Condominium Property, including the Units, without written approval of the Board of Directors of the Association.

(B) No direct broadcast satellite (DBS) antenna or multi-channel multi-point distribution service (MMDS) antenna larger than one meter in diameter shall be placed, allowed or maintained upon the Condominium Property, including the Units and the Limited Common Elements.

(C) DBS and MMDS satellite dishes or antennas one meter or less in diameter and television broadcast service antennas may only be installed in accordance with Federal Communication Commission (FCC) rules and the Rules and Regulations of the Association, and only if and to the extent such rules mandate that such dishes or antennas be allowed, both as may be amended from time to time. In such event, to the extent permissible under the FCC rules and regulations, (a) such satellite dishes and antennas shall be affixed to a tripod or other similar structure, shall not be affixed to an outside wall of the building or a balcony railing and shall not be located above a line 3 feet (3) from the floor of the balconies or outside of the balcony railings, (b) such satellite dishes and antennas shall be in a uniform color designated by the Board of Directors of the Association, and (c) the Board of Directors may designate and restrict the specific location and color of such satellite dishes and antennas. To the extent that any of the foregoing subsections (a) through (c) is not permitted under the FCC rules and regulations, the remaining portions of this subparagraph (31) shall survive independently to the extent permissible under the FCC rules and regulations.

In the event of a transfer of the Unit which includes a satellite dish or antenna, the Grantee shall assume all responsibility for the satellite dish or antenna and shall comply with the Declaration, the By-Laws and the Rules and Regulations regarding satellite dishes and antennas, including, but not limited to, those requirements relating to maintenance and removal of a satellite dish or antenna.

33) CONTRACTORS: All contractors and subcontractors shall be informed that access to the building and work in any Unit cannot begin until 8:00 a.m. and that all work must cease, clean up must be completed and all workmen must have left the building by 4:00 p.m. No work may be performed or materials delivered on Saturdays, Sundays or Holidays. All plans for unit modifications or alterations, including an estimated date of completion of construction, must be submitted by the Unit Owner or lessee, with the Unit Owner's written approval, on the Architectural Modification Application. For a full list of contractor's guidelines, an Architectural Modification Application is available at the Front Desk.

34) COMMUNICATIONS WITH CONDOMINIUM MANAGEMENT AND THE BOARD OF DIRECTORS PROCEDURE: In order to avoid miscommunication and misunderstanding, except in an emergency, Unit Owner concerns, reports of violations of these Rules and Regulations and the Venezia Condominium Documents and all requested Board of Director Agenda items shall be transmitted to the Board and building management in writing, and submitted to the building management office. Requested Board meeting agenda items shall be submitted in writing to the building management office by 5:00 p.m. one week prior to the date of the meeting at which the submitting Unit Owner desires to have them included on the Agenda for consideration by the Board.

35) RULE ENFORCEMENT PROCEDURE: Except as specifically otherwise set forth in a particular Rule, the procedure for enforcing the Condominium Documents and these Rules and Regulations shall be as follows:

A. First Offense (1st Notice)

When the Association becomes aware of noncompliance with or a violation of a Condominium Document provision or a Rule or Regulation by a Unit Owner, lessee, person for whom they are responsible or person over whom they exercise control and supervision, it shall send a certified letter to the Owner and lessee, in the case of a lessee, advising them of the Document provision or Rule which has been allegedly violated and reiterating that strict compliance with the Condominium Documents and the Rules and Regulations is required. Each day on which a violation continues to occur shall be deemed to be a separate offense.

B. Second Offense (2nd Notice)

If a violation has been repeated or has continued beyond one continuous day or beyond the time specified within the first notice, the Board of Directors, after verifying the violation, may send to the Unit Owner and lessee, where applicable, a Notice of a Hearing, per the procedures set forth in the Condominium Documents. The determination at the hearing may recommend that a fine be levied upon the Owner. The fine for a second offense may not exceed the maximum amount permitted by the Condominium Documents and the Florida Condominium Act, whichever is less. The Notice of a second violation shall be sent to the Owner by certified mail.

C. Third Offense (3rd Notice)

If a violation has been repeated or has continued beyond the time specified within the second notice, the Owner may be charged an additional fine in an amount not to exceed the maximum amount permitted by the Condominium Documents and the Florida Condominium Act, whichever is less, following a determination in accordance with the procedures set forth in the Condominium Documents.

D. Fourth or Subsequent Offense

For repeated offenses or in any case where the Board of Directors deems it appropriate, the Board of Directors may seek injunctive relief through court action. In addition, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed the amount set forth in Section 718.303(3) of the Florida Condominium Act.

E. Exemptions

Any Owner may appear before the Board of Directors to seek an exemption from or variance in the applicability of any given Condominium Document provision, Rule or Regulation as it relates to said person on grounds of undue hardship or other special circumstances.

36) SMOKING: There shall be no smoking in any unit or within the limited common elements and common elements of the condominium. This includes unit balconies and or terraces, hallways, stairwells, the 5th floor amenities and pool deck, parking garage, receiving area, lobby, elevators and the common areas surrounding the exterior of the building.

The foregoing Rules and Regulations are designed to make living for all unit owners pleasant and comfortable and compliance with the foregoing Rules and Regulations is mandatory. The restrictions imposed are for the mutual benefit of all. These Rules and Regulations were amended and adopted by the Board of Directors of Venezia Las Olas Condominium Association, Inc. at the Board of Directors meeting held on September 16th, 2019.