

AQUABLU FORT LAUDERDALE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

Adopted 06/15/2021

Effective 07/20/2021

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Elements/Areas, the Limited Common Elements/Areas, the Condominium Units, and the Condominium in general shall apply to and be binding upon all Unit Owners and hereby supersede any and all prior Rules and Regulations of the Association. The Unit Owners shall at all times obey said Rules and Regulations and shall see that they are faithfully observed by their families, guests, invitees, workers, lessees, persons for whom they are responsible and persons over whom they exercise control and supervision. Violation of these Rules and Regulations may subject the violator to any and all remedies available to the Association and other Unit Owners pursuant to the terms of the Declaration of Condominium, the Articles of Incorporation of the Association, and the By-Laws of the Association. Violations may be remedied by the Association by injunction or other legal means, and the Association shall be entitled to recover in said actions any and all court costs incurred by it, fines together with reasonable attorneys' fees against any person violating the Rules and Regulations, or the Declaration of Condominium and any of the Exhibits attached thereto. 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 notified in writing by the Board of Directors.

THE RULES AND REGULATIONS ARE AS FOLLOWS:

The Rules and Regulations are subject to amendment as provided in the Declaration of Condominium of AquaBlu Fort Lauderdale, A Condominium, and by the By-Laws of the Association. To the extent any Rule and Regulation contained herein is inconsistent with any covenant or provision contained within the Declaration of Condominium, By-Laws, or Articles of Incorporation, any such covenant or provision shall be controlling and shall prevail over the Rule or Regulation.

Violations of the Rules and Regulations are to be reported to the Property Manager who will call the matter to the attention of the violating Unit Owner, lessee, or guest for corrective action. Any disagreement over the violation will be reported to the Property Manager for subsequent judgement by the Board of Directors.

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SECTION I: GENERAL RULES FOR OWNERS, TENANTS AND GUESTS

1. UNIT OWNER RESPONSIBILITIES

1.1 RESIDENTIAL USE

Each Unit shall be used as a residence and/or home office only, and not for commercial purposes. In no event shall occupancy (except for temporary occupancy by visiting guests as defined in 3.1.2) exceed two (2) persons per bedroom and one (1) person per den. No improper, offensive, hazardous, or unlawful use shall be made of any Unit or Association Property.

1.2 CONTACT INFORMATION

Unit owners are responsible for updating their contact information (address, telephone numbers, email address, emergency contact, etc.). Contact the Property Manager to obtain contact information form.

1.3 ABSENCE OF RESIDENTS

- 1.3.1 If a unit has been vacated, it is the responsibility of the owner to ensure the requirements listed below are strictly followed.
- 1.3.2 Prior to leaving for a period in excess of thirty (30) days, the water shall be turned off in the unit. If the hot water valve located in the 02 line's master bathroom controls the hot water in the 01 line, it may not be turned off. The A/C unit(s) must remain on and set no higher than 78 degrees.
- 1.3.3 In the event the property is in the path of an impending tropical storm or hurricane and upon management's instruction balconies must be cleared of all items, including but not limited to, furniture, potted plants, decorative accessories, TVs, and ceiling fan blades. Where applicable secure all doors and drawers of the summer kitchen with zip ties, rope, or by other appropriate means. All exterior doors must be closed and locked.
- 1.3.4 If an Owner changes a lock on their entrance or service hallway doors, a working unit key/combination shall immediately be provided to the Property Manager. Management will attempt to contact the owner (or renter) before entering a unit. The Association will make a good faith effort to have the Property Manager, or a member of the BOD accompany a staff member entering a unit unless in the case of an emergency or by approval of Owner. If Management enters a unit in the absence of the owner (or renter), the Owner will be notified with indication of the date and purpose of the entry.

- 1.3.5 Arrangements must be made for someone to check the Unit at least twice a month during absences exceeding fourteen (14) days to ensure that there is water in the toilets, sink and shower drains. In addition, the thermostat must be set no higher than 78 degrees, and the unit(s) are in good order. Owners must confirm these arrangements with the Property Manager's office.

1.4 SEVERE WEATHER PROTECTIONS

All balconies are "Limited Common Elements/Areas". In the event the property is in the path of an impending tropical storm or hurricane and upon management's instruction balconies must be cleared of all items. To protect these Elements, and the safety of the property, residents and staff, the Association has the right to enter a unit and prepare the unit of a non-compliant resident at the Owner's expense. The Association, unless in the case of an emergency, will make a good faith effort to have the Property Manager or a member of the BOD accompany a staff member entering a unit unless otherwise approved by the Owner. The Property's then-current Hurricane Preparedness Guide shall be considered incorporated and made a part of these Rules and Regulations.

1.5 NUISANCES

Nothing shall be done within any Unit or on the Association Property which is or may become an unreasonable annoyance or nuisance to any person or disrupts the comfort(s) of another resident. This includes excessive or unreasonable noises, odors, inappropriate public displays, immoral acts, illegal activities, or other inappropriate conduct and applies to residents, their families, pets, workers, agents, and visitors.

1.6 SIGNS AND FLAGS

A Unit Owner may display one portable, removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

1.7 DISCHARGE OF MATERIALS FROM UNIT

Unit owners shall not sweep debris, allow water to flow off when cleaning or throw any dirt or other substance from their unit or Limited Common Elements/Areas onto the Common Elements/Areas, another Owner's Unit, or any portion of the Association Property. No debris or water may be swept from units into the service hallways or elevators.

1.8 KEY FOBS

Key fobs used for entry to the exterior doors of the building, the Social Room, Gym, and the elevator to gain access to the residents' units are for the exclusive use of AquaBlu residents. For other than daily use, limited access fobs may be given to Housekeepers, Contractors, Pet-walkers, etc. provided their name, contact information and the fob serial number has been recorded in advance by the Property Manager. Non-residents must enter the building and be "checked in" by the front desk. Management must be notified in the event of a lost fob or unreturned fobs. Unallocated, lost, or improperly utilized fobs will be disabled by management.

1.9 HALLWAYS, STAIRWELLS AND DOORS

1.9.1 No personal items of any kind may be placed or stored in the hallways or stairwells. No floor mats, pictures, posters, or other personal property may be hung, placed in front of unit door(s), or affixed or placed in any common elements/area or service area except for areas specifically designated. Cameras (i.e., RING doorbell style) are only permitted in service hallways adjacent to Owner's Unit, provided that they do not have the ability to view the interior of another Owner's Unit. All service hallway modifications must be approved by the Property Manager prior to installation.

1.9.2 Building exit doors, electric room doors, storage room doors, garage level hallway doors, or any other Common Element/Area doors must not be left open or propped open at any time.

1.10 STORAGE, DISPLAY OF PERSONAL PROPERTY AND OTHER MATERIALS

1.10.1 The personal property of residents must be stored within their unit. No personal property of Owners or Residents shall be stored or left in any of the Common Elements/Areas or Limited Common Elements/Areas including but not limited to the garage and service hallways on each level. Empty folded grocery carts and removable automobile tops and doors belonging to the Owner's vehicle are permitted within the Owner's assigned parking spaces. Beach chairs, umbrellas and other small beach items can be stored in the designated storage closet. Kayaks and paddle boards may only be stored in the designated location. Any articles, such as bicycles, kayaks, and paddleboards authorized by the Association to be kept on Common Elements/Areas must be registered with the Association. Additional policies and procedures related to the storage of bicycles can be found on the bicycle registration form and Section 1.16.

1.10.2 The Common Elements/Areas and Limited Common Elements/Areas, including unit balconies, shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes lines or similar device shall be allowed on any portion of the

Association Property nor shall items be hung anywhere within the Association Property except within a Unit.

- 1.10.3 Fire exit doors shall not be obstructed in any manner and may not be used for egress or ingress except for in an emergency.

1.11 HEATING/VENTILATION/AIR CONDITIONING (HVAC) EQUIPMENT

- 1.11.1 The individual air-conditioning (HVAC) air handler unit(s) within residences and associated condenser unit(s) on the roof shall be properly maintained by the unit owner, and functional at all times. Please note that it is the unit owners' responsibility to ensure that their Unit remains free of mold. If a unit is found to be contaminated with mold and the unit owner is unable or unwilling to successfully mitigate the mold, The Association will retain a professional mold mitigation firm to eliminate the problem and will assess the unit owner for the cost of such service.
- 1.11.2 A licensed and insured contractor must do all maintenance, repair, or replacement of HVAC equipment.
- 1.11.3 The air conditioning condensation drain line must be cleaned no less than semiannually, using a cleaning method or chemical solutions recommended by the manufacturer or an HVAC licensed contractor.

1.12 HAZARDOUS & FLAMMABLE MATERIALS

- 1.12.1 No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit, Limited Common Elements/Areas, or storage areas, except those approved by local and state fire codes for normal household use.
- 1.12.2 No individual Resident may use or store gas or charcoal grills, heaters, or portable generators on balconies, Common Elements/Areas or Limited Common Elements/Areas.
- 1.12.3 No fireworks or illegal discharge of any type of firearm shall be permitted on Association property.

1.13 ALTERATIONS AND MODIFICATIONS

- 1.13.1 No Unit Owner shall make any addition, alteration, or improvement in or to the Common Elements, or any Limited Common Elements or structural change in their Unit without the written consent of the Board of Directors. Completion of the Application for Architectural Modification and Designers and Contractors

Handbook may be required. These forms are available on the AquaBlu Portal and additional information can be obtained from the Property Manager.

- 1.13.2 No awning, canopy, shutter, antenna, satellite dish or other projection shall be attached to or placed on the outside walls, doors, or roof the building, without the written consent of the Board of Directors.
- 1.13.3 No balcony may be enclosed, including railing, with a screen enclosure or other similar structure. Temporary structures/curtains designed for hurricane protection may be installed upon Board of Director approval.
- 1.13.4 Extensive remodeling projects will not be allowed, including but not limited to hard floor removal/installation and/or wall removal, December 15th through January 3rd unless it is an emergency repair, such as water intrusion, fire, smoke, air conditioning, etc.
- 1.13.5 Ceiling fans are allowed on the balconies only if the blades can be removed in the event of an impending tropical storm or hurricane. Unit owners are responsible for any damage sustained as a result of their failure to remove fan blades.

1.14 EMERGENCIES

- 1.14.1 Call 911 in the event of a fire, medical or police emergency. Notify the front desk attendant immediately so they may communicate with other building occupants if necessary and direct the first responders to the appropriate unit or common area.
- 1.14.2 Unit owners are responsible for updating their contact information (address, telephone numbers, email address, emergency contact, etc.)
- 1.14.3 All unit keys/combinations shall be deposited with the Property Manager for use in case of emergencies or to enter a unit for any other lawful purpose. Failure to provide such a key/combination will make the resident subject to fines and liable for any expense incurred if forcible entry is required. The key/combination provided by the Owner to the Property Manager is for Association use only and will not be loaned to anyone. If arrangements have been made for someone to check the unit during a Residents absence, the person's name, telephone, and fob numbers shall be recorded by the Property Manager.

1.15 ASSOCIATION OWNED CARTS

The carts must be promptly returned to the storage area after taking them to your unit, may not be left in units, hallways, or elevators, and may only be used by Residents and their guests (and not by contractors or vendors).

1.16 BICYCLES

Bicycles must be placed or stored in designated bicycle storage area(s) or within the Owner's Unit and must not be kept in any common element/area outside of the designated bicycle area(s). Carriages or carts of any type (i.e., dog, baby, etc.), even if considered a bicycle accessory, and bicycles other than 2-wheeled non-recumbent varieties must be kept in Units and are not allowed in the bicycle storage areas. All bicycles stored in the designated storage areas must be registered with the Association. Bicycle accessories shall not extend beyond the original length and width of the bicycle. Only a maximum of two (2) bicycles per Unit may be stored in the designated storage areas.

1.17 TOBACCO – FREE ENVIRONMENT

In clear recognition of the negative impact upon health and the environment caused by second-hand and third-hand smoke, as well as its annoying odor, the smoking of tobacco-based products shall not be permitted in any Unit nor within the Common Areas or Limited Common Areas of the Condominium (except smoking within the outside Limited Common Element balcony and terrace areas appurtenant to the Units shall be permitted).

1.18 INCIDENT REPORTS

Any accident or injury which occurs on the common elements/areas of the property, must be reported to the Property Manager as soon as possible. The injured party or a family member must complete the incident report form.

1.19 ATTIRE

Unit owners, their lessee, their families, and guests shall not appear in or use the Common Elements/Areas (Common elements/areas include the amenities, hallways, lobby, stairwells, elevators, and other public areas within the building) except in appropriate attire (including shirts and footwear). Bathing suits are permitted in the pool area and on the patio and cover-ups should be worn inside in the common elements/areas. Footwear is required in all common elements/areas except the pool and pool deck areas.

1.20 HURRICANE PREPAREDNESS

See separate document Hurricane Preparedness Guide which can be found on the AquaBlu Portal.

2. COMMON AND LIMITED COMMON ELEMENTS/AREAS AND ASSOCIATION PROPERTY

2.1 GENERAL

- 2.1.1 No Resident shall make any use of the Common Elements/Area in such a manner as to abridge the equal rights of the other Residents.
- 2.1.2 No Resident shall remove, prune, cut, damage, or alter any trees or other landscaping located in the Common Elements/Areas except as pre-approved by the Board of Directors.
- 2.1.3 Sleeping is not permitted in the interior Common Elements/Areas
- 2.1.4 The sidewalks, entrances and all passageways must not be obstructed, encumbered, or used for any purpose other than ingress and egress.
- 2.1.5 Feeding wild animals anywhere on AquaBlu property is prohibited.
- 2.1.6 Exterior doors to the building are not to be left open or propped open with any object, at any time.
- 2.1.7 The bulletin board is for Association use. All notices to be placed on the bulletin board(s) must be approved by the Property Manager. Residents may submit personal ads (not commercial) to the Property Manager (in a format established by the Property Manager) for placement on the bulletin board. After 30 days, the Resident's personal ad will be removed unless the resident requests removal of the personal ad in less than 30 days. Residents may not place ads anywhere else on the property. No solicitation for any purpose shall be allowed, such as flyers, business cards, or any form of in-person solicitation.

2.2 RESPONSIBILITY FOR DAMAGE

Association property will be used for their designated purposes only, and nothing belonging to owners, their families, tenants, or guests shall be stored within the Association's common elements/areas except as provided herein. At all times, Common Elements/Areas shall be kept free of obstruction. Unit owners are financially responsible for damage to the common elements/areas and Association property caused by themselves, their tenants, guests, or family members.

2.3 CHILDREN

Children ages twelve (12) and under must be accompanied by an adult in the Common Elements/Areas.

2.4 ROLLERBLADES, SKATES, SKATEBOARDING & HOVERBOARDS

The use of rollerblades, in-line skates, roller skates, scooters, hoverboards and skateboards are prohibited on Association property.

2.5 DRONES/UAV

Flight of Drones and Unmanned Aerial Vehicles are prohibited on or above any AquaBlu property. A special use exception may be granted by the Board. The special use must comply with all required license(s) and be in accordance with the current FAA procedures.

2.6 NOISE

Noise from radios, televisions, stereos, cell phones and musical instruments must be kept at a reasonable volume in Units and on unit balconies, particularly between the hours of 10:00 p.m. and 8:00 a.m. No devices that have speakers such as a radio, cell phone or digital music player may be played in any common element/area unless used with headphones, earbuds, or similar apparatus.

2.7 BALCONIES

- 2.7.1 Unless previously permitted by Developer hot tubs or other bathing apparatus may not be kept on balconies.
- 2.7.2 No articles of any type may be draped over the railings. Nothing shall be thrown from or swept off the balconies including standing water. Shaking rugs over the balconies are prohibited. The use of balconies for storage is prohibited, including, but not limited to exercise equipment, bicycles, or construction material.
- 2.7.3 Plants, pots, receptacles, and other moveable objects must not be kept, placed, or maintained on ledges of balconies.
- 2.7.4 Residents must prevent water from running off the balcony even when watering plants. Balconies must be cleaned with a bucket and mop, broom swept or vacuumed. In addition, water may not be poured onto the floor. Units 501 and 503 may be cleaned using other methods provided water is prevented from running off the balcony.
- 2.7.5 Permanently installed tile and floor covering materials and colors used on balconies must be approved by the Board of Directors.

2.7.6 Decorative lighting may be hung on the balcony's railings between Thanksgiving and the following January 15th. It is not permitted during other periods of the year.

2.7.7 Laundry and apparel are not to be hung or otherwise displayed on balconies or anywhere outside of the unit where it is visible to others.

2.8 WINDOWS

No Unit shall have any reflective or tinted substance or film placed on any exterior facing glass, except for non-tinted coverings which may be approved by the Board of Directors.

2.9 POOL AREA

2.9.1 Rules for pool use are posted within the pool area in accordance with the Department of Health. Residents must limit their guests to six (6) persons per unit when at the pool. All pool users, including children, must dry off before entering the building. The Property Manager reserves the right to deny the use of the pool to anyone violating the Rules and Regulations. Normal pool hours are 6:00 a.m. to 10:00 p.m. and may be altered by Management or the Board of Directors, as necessary. The pool is to be used only by Residents and their guests. No lifeguards or cameras are provided to supervise the pool or its users. All persons using the pool do so at their own risk. The Association is not responsible for ensuring the safety of users of the pool and is not liable for any claims, damages, injury, disease, sickness, or death related to the use or operation of the pool.

2.9.2 No glass of any kind is permitted in the fenced pool area. Any food or drink consumed near the pool area must be in paper, plastic, or other unbreakable containers, but must not be used inside the pool. Disposable containers must be properly discarded prior to exiting the pool area.

2.9.3 Chairs/lounges, if moved, must be returned to their original position before leaving the pool area. Beach towel(s) must be placed on lounge or chair when in bathing attire.

2.9.4 Incontinent individuals always must wear diapers/underwear specifically made for swimming in the pool.

2.9.5 Exclusive use of the pool area for private parties is not allowed. No diving, no running, no jumping is permitted.

- 2.9.6 After using the pool, bathers must dry off and wear a cover up over a bathing suit and footwear before going back into the building.
- 2.9.7 Pets are not allowed in the pool or fenced pool area. Registered service animals are permitted in the fenced pool area but must not be allowed to roam freely or enter the pool unless in case of emergency.

3. TENANTS/GUESTS

3.1 REGISTRATION/OCCUPANCY

- 3.1.1 Owners will be responsible for any guest violation of the Declaration of Condominium and Association Rules and Regulations.
- 3.1.2 Guests occupying a unit for more than 30 consecutive days must apply for occupancy and complete a background check at the Resident's expense.
- 3.1.3 Unit Owner's and lessees shall notify the Association and the Property Manager in advance in writing of the arrival and departure dates of guests who have permission to occupy the Unit in the absence of the Unit Owner and lessees.
- 3.1.4 Residents holding special events or parties with an anticipated number of guests exceeding ten (10) persons must supply the Property Manager with a guest list no less than twenty-four (24) hours in advance.
- 3.1.5 Residents must restrict the number of guests to six (6) per unit in any Amenity area, including the pool, pool deck, patio, lobby, or social room. Residents must restrict the number of guests to two (2) per unit in the gym. Special events exceeding six (6) guests must be held in the social room and require a reservation with the Property Manager with no less than twenty-four (24) hours' notice in advance. Reservations must follow applicable rules and restrictions.

3.2 SALES AND LEASE APPLICATIONS

- 3.2.1 No unit owner may dispose of an apartment or any interest therein by sale or lease without the approval of the Board of Directors.
- 3.2.2 An application for purchase or lease, together with a non-refundable fee in accordance with the maximum statutory amount for each adult applicant must be submitted to the Property Manager, other than married couples, Domestic Partners, or parent/dependent child, which are considered one applicant. All new owners and lessees must complete an AquaBlu orientation session before they may reside at AquaBlu.

- 3.2.3 Permanent Occupancy of an apartment prior to Board approval and attendance at an AquaBlu orientation session is prohibited.
- 3.2.4 The Property Manager and staff are prohibited from promoting the sale or lease of any unit. The office will not give out names or telephone numbers of Realtors or any information relative to the sale or lease of units.

3.3 LEASE PERIOD RESTRICTIONS

All leases must be for a minimum term of three (3) months and no Unit shall be rented more than two (2) times in any calendar year.

3.4 LESSEE COMPLIANCE WITH RULES PROVISION

- 3.4.1 A prospective lessee shall be required to place a security deposit in the maximum amount permitted by law in an escrow account to be maintained by the Association. Said security deposit shall protect against damages to the Common Elements/Areas. The lease shall include a provision permitting the Association authority to evict any tenant of a Unit Owner who is in breach or violation of the lease agreement, Declaration or the Rules and Regulations of the Association. In the event the Board approves a rental or lease, such approval of a lease or rental shall not release the Unit Owner from any obligation, and the Unit Owner may not use the facilities unless the lessee waives in writing the lessee's right to use the facilities.
- 3.4.2 All leases shall provide (or be automatically deemed to provide, absent an express statement) that in the event the Association notifies the tenant of a Unit Owner that a lien has been filed against the Unit leased by the tenant following a default in the payment of the Assessments due to the Association, the tenant shall thereafter pay all rent to the Association until such time as the default is cured, whereupon the Association shall notify the tenant that rental payments may again be made to the Unit Owner. The Association may terminate the lease of any tenant who defaults in the obligation to make rental payments to the Association as required by this paragraph.
- 3.4.3 Owners are responsible to pay all applicable Federal, State and Local taxes associated with the rental of their unit.

4. VEHICLES

4.1 SPEED LIMIT

All Residents and their guests shall observe speed limits of 5 MPH throughout the entire property.

4.2 UNATTENDED PARKING

Residents, guests, and contractors may not park or leave their vehicles unattended in the driveway in front of the building, loading areas or in parking spaces not belonging to them, for any length of time or for any reason unless permission is granted by the Property Manager.

4.3 UNAUTHORIZED PARKING IN RESERVED SPACES

Owners may provide other Residents and non-residents their parking access tags provided they are registered with the Property Manager in advance. The name, contact information, make, model, license plate number and parking access tag number must be on file with the Property Manager.

4.4 USE OF GARAGE

The storage of any items, object, or materials, other than a vehicle, in any parking space is prohibited except for empty folded grocery carts, removable automotive tops and doors belonging to the Unit Owner parked in their assigned parking space(s).

Drivers in the garage must observe all traffic laws including driving in the correct directional lanes designed for two-way traffic.

4.5 STORAGE OF FLAMMABLE LIQUIDS IN PARKED VEHICLES

The storage of flammable or combustible liquids in vehicles is prohibited.

4.6 AUTOMOTIVE WORK

Automotive work is not allowed anywhere on the premises except in the case of an emergency (e.g., tire changing or inflating, battery charge, auto glass repair). No car washing is permitted on the property.

4.7 VEHICLE SIZE AND TYPE RESTRICTIONS

All resident vehicles parked at AquaBlu must fit within the perimeter of the parking space. No commercial vehicles, motor homes, RVs, watercraft, trailers, dilapidated or disabled vehicles (vehicles that cannot legally be driven on a public street, including but not limited to those with expired license plates) will be permitted to park in the garage, and will be towed at the owner's expense by a licensed towing service.

4.8 **ELECTRIC VEHICLES**

Electric Vehicle (EV) Charging Stations are permitted in the garage in accordance with Florida Statutes and the rules below:

- 4.8.1 The installation may not cause irreparable damage to the condominium property.
- 4.8.2 The electricity for the electric vehicle charging station must be separately metered and payable to the Association by the Unit Owner installing such electric vehicle charging station.
- 4.8.3 The Unit Owner who applies to the Association for installation of an electric vehicle charging station is responsible for the costs of installation, permits, operation, maintenance, Association fee(s) (see AquaBlu Supplemental Fee Schedule), and repair, including, but not limited to, hazard and liability insurance. The association may enforce payment of such costs and fees.
- 4.8.4 If the Unit Owner or his or her successor decides there is no longer a need for the electronic vehicle charging station, such owner is responsible for all costs associated for the removal of the electronic vehicle charging equipment. Only upon written request to the Property Manager and Board of Director approval can the Unit Owner abandon the electric charging equipment and eliminate the responsibilities herein set forth. Removal will be performed in accordance with all conditions of this Section. The Association may enforce payment of such costs.
- 4.8.5 In applying for the installation of the electric vehicle charging station, the Association requires the Unit Owner to:
 - 4.8.5.1 Comply with bona fide safety requirements, consistent with applicable building codes or recognized safety standards, for the protection of persons and property.
 - 4.8.5.2 Comply with reasonable architectural and equipment standards adopted by the Association that govern the dimensions, placement, or external appearance of the electric vehicle charging station. The Association's approved hardware and installation requirements are as follows:
 - 4.8.5.2.1 Charger unit standards are currently the Tesla Wall Connector with 18 ft cable specific charger sold by Tesla, or the ClipperCreek HCS-50 EVSE, 240V, 40A, Level 2, 240V, 25 ft Charging Cable, SAE J1772 universal connector model. Other models require Board of Directors approval.

- 4.8.5.2.2 Meter system standard is currently sold by EKM that is to include one (1) 120/240V EKM Omnimeter IV.3 – Universal Smart Meter; and two solid current transformers.
 - 4.8.5.2.3 Installation requires a dedicated 20 Amp 120 Volt circuit for metering equipment. Each charging circuit is limited to 50 amps at the breaker, which delivers 40 amps to the charger.
- 4.8.5.3 Services shall be performed by a licensed and registered electrical contractor or engineer familiar with the installation and core requirements of an electric vehicle charging station.
- 4.8.5.4 Installing contractors shall provide a certificate of insurance naming the association as additional insured under all applicable insurance policies three (3) days prior to the commencement of any work on such vehicle charging station.
- 4.8.5.5 Reimburse the Association for the actual cost of any increased insurance premium amount attributable to the electric vehicle charging station within 10 days after receiving the association's insurance premium invoice.
- 4.8.6 The Association provides an implied easement across the common elements of the condominium property to the unit Owner, solely for purposes of the installation of the electric vehicle charging station and the furnishing of electrical power, including any necessary equipment, to such charging station, subject to the requirements of this subsection.
- 4.8.7 The Association staff will take the reading of the meters monthly, or quarterly and calculate the amount due based of the month prior to the billing month's FPL rates, inclusive of all taxes and fees. The Association will email invoices containing beginning and end of the period meter readings, usage, rate and amount due from the EV charger owner. Payments are due within 10 days and must be paid electronically via Clickpay.
- 4.8.8 For the purposes of maintenance and repair the charger and meter shall remain the property of the Unit Owner. The conduit, wiring and any other supplemental materials used in the installation of the equipment shall be considered a limited common area element, the maintenance and repair of such, are the responsibility of the Unit Owner.
- 4.8.9 The Association reserves the right to review all standards and policies and make amendments that may impact EV charger use. New technologies and service demands may require system upgrades and the Association reserves the right to

impose additional fees and system upgrade costs to the owners serviced by EV chargers.

- 4.8.10 A Resident's application and the subsequent installation of an EV charging station and meter recognizes and agrees to be responsible for the monthly charges and all additional charges associated with EV charging.

5. PETS

5.1 TYPE & NUMBER OF PETS

Unit owners shall be permitted to keep household pets, including small birds not exceeding the size of domestic canaries or parakeets; fish, such as goldfish and tropical varieties; and, two (2) cats or dogs (not to exceed two (2) in the aggregate) provided that they are not kept, bred, or maintained for any commercial purpose, that they are not of an aggressive breed, that they do not become a nuisance or annoyance to neighbors, and that they are first registered with the Association. Pets shall never be allowed to run freely upon any of the Condominium Property except within a Unit and when outside of a Unit shall be leashed and in the company of an individual willing and able to fully control it.

5.2 PETS ON BALCONIES

No pets may be kept on balconies when the Owner is not in the Unit.

5.3 OWNERS' RESPONSIBILITIES

Any Owner maintaining a pet upon the Condominium Property shall be fully responsible for, and shall bear the expense of, any damage to persons or property resulting therefrom. Any such damage shall be determined by the Board of Directors and collected by the Association.

5.4 PET CLEAN-UP

Residents/pet walkers with pets shall enter and exit the building through the lobby and must carry materials to clean up and dispose of pet's waste in a sanitary manner. "Dog walking" (i.e., urination and defecation) shall be restricted to the area adjacent to the sidewalk on the north side of the property. In the event the owner/walker does not immediately clean up after the pet, the Association may clean the area and the Unit owner may be issued a violation.

5.5 UNACCEPTABLE PET BEHAVIOR

The Board shall have the power to require the permanent removal from the Association property of any pet that becomes a source of endangerment, annoyance, or nuisance to any other Resident. In the event that any pet kept on the premises should constitute a nuisance as determined by the reasonable discretion of the Board, then the owner, when so notified in writing, shall be required to immediately remove said pet from the premises.

6. GARBAGE/TRASH REMOVAL

6.1 DISPOSAL

No rubbish, trash, garbage, or other waste material shall be kept or permitted on Common Elements/Areas except in containers located in appropriate areas.

6.2 TRASH CHUTE RESTRICTIONS

- 6.2.1 All garbage and refuse from a unit shall be bagged and deposited with care in the garbage chute located on each floor. Contact Property Manager for disposal of large refuse and bagged garbage that does not fit in the trash chute.
- 6.2.2 Trash chutes are for bagged, household garbage and recycling only. Recycled materials should not be bagged when using the recycle mode. No articles such as cardboard boxes, pizza boxes, Styrofoam, pillows, area rugs or other articles that could potentially clog the chute shall be placed in the trash chutes at any time. Trash chutes are to be used only between the hours of 8 a.m. and 10 p.m.
- 6.2.3 Residents that may accidentally send refuse down the trash chute in the recycle setting should advise the Property Manager immediately.

6.3 CARDBOARD BOXES

Recyclable cardboard boxes must be flattened and deposited in the designated area inside the North ground floor service entrance.

6.4 ITEMS TOO LARGE FOR TRASH CHUTE

Objects other than cardboard boxes that may be too large for the garbage chute should be placed in trash bags and deposited in the designated area inside the North ground floor service entrance.

6.5 BULK TRASH

Owners with bulk trash items are responsible for arranging for disposal of those items. Bulk trash is considered to be furniture, mattresses, carpeting, appliances, pallets, construction debris and other similar items. Under no circumstances should bulk trash items be held or left in the service areas or any other common elements/area of the building.

6.6 RECYCLABLE GLASS CONTAINERS

Glass containers should be deposited in the bins or boxes provided for that purpose inside the trash chute door on each floor.

7 UNIT SALES

7.1 NOTIFICATION

Property Management must be notified at the time a real estate agent is engaged to sell and/or rent a unit or when a unit is listed by Owner for sale and/or rent "by owner".

7.2 SIGNAGE

"For Sale" signs and other advertisement may not be placed on Association Property, including the interior or exterior of a unit, if visible from the exterior.

7.3 REALTORS

7.3.1 Open houses shall only be permitted on the second Tuesday and Wednesday of the month. All open houses must be scheduled and coordinated with the Property Manager.

7.3.2 When a unit is listed for sale or lease the listing agent must register with the Property Manager in advance by completing the appropriate form. Real Estate Agents and their clients are required to sign in at the front desk. All properties listed with real estate agents must be shown only by a licensed agent.

8 MOVING AND DELIVERIES

8.1 MOVING AND LARGE DELIVERIES

8.1.1 For moves, large deliveries and remodeling, Residents shall schedule with the Property Manager in advance to ensure elevator availability, so elevator pads can be installed, vehicle parking can be accommodated, and appropriate documents can be collected from the moving company.

- 8.1.2 Hours for movers, deliveries and remodeling activities are Monday through Friday 9:00 a.m. to 4:00 p.m. No moves, deliveries or remodeling activities are permitted on Memorial Day, Independence Day, Labor Day, Thanksgiving, Rosh Hashanah, Yom Kippur, between December 15 and January 3, and weekends.
- 8.1.3 Moving/Delivery storage containers (PODS, RATPAK, etc.) must be loaded or unloaded while still on the moving truck and must not be placed on Association property at any time.
- 8.1.4 Semi-trucks (18 wheelers or any truck/trailer exceeding 30') are not allowed on the Association's Property at any time.
- 8.1.5 Anyone moving in or out will be required to furnish the Property Manager with a damage deposit in accordance with the current fee schedule prior to moving. This deposit will be held to cover any damage to the common elements/areas during the move and the unit owner will be responsible for any damages in excess of the deposit. Owners or lessees must exercise care and supervise workmen to be sure that there is no damage to the elevator walls and doors during the move in or move out. The unused portion of this deposit will be returned after the move has been completed and the common elements/areas inspected for damage, and damage repaired.
- 8.1.6 Movers, delivery companies and contractors must provide their business license, general liability insurance, and workers comp coverage information prior to beginning any activities.
- 8.1.7 Moving, deliveries and remodeling activities are only to be conducted through the south side entrance. All moving and delivery items, remodeling materials and equipment should be wheeled or carried through the south door entrance to the building elevators.
- 8.1.8 It is a violation if any exterior doors are left open and unattended during a delivery and will result in a violation and fine.
- 8.1.9 The Resident is responsible for immediately cleaning and removing any debris in all Common Elements/Areas caused by moves, deliveries, and remodeling activities. Contractors must remove all their packaging and debris from Association property.

8.2 **DELIVERIES**

Deliveries by USPS, FedEx, UPS, Amazon, florists, food, or other similar vendors are allowed 24 hours a day, seven days a week. Couriers and delivery personnel must enter and exit via the building front doors. Large deliveries and pick-ups, such as appliances and

furniture, are restricted to delivery Monday through Friday, 9:00 a.m. to 4:00 p.m. These deliveries must be scheduled with the Property Manager, and appropriate license, and insurance documents must be provided.

9 ASSOCIATION STAFF

9.1 No Unit owner or resident has the authority to or shall direct, supervise or in any manner attempt to assert any control over the employees or staff of the property or any property management firm (or their subcontractors). Staff members shall not be sent out by any Unit owners, including the Board or their designee, for personal errands, nor shall perform work for or personal services during their working hours. In the event that any building staff member does perform such services for a Unit owner, such performance shall be deemed outside of the scope of their employment and the Association and Board of Directors shall not be responsible in any manner for such activities.

9.2 Only the property Maintenance staff is responsible for the upkeep and maintenance of the Association property. If a resident has concerns related to property maintenance, security, or other matters, his or her concerns should be directed to the Property Manager. The resident portal should be the primary means to report maintenance requests for Common Elements/Areas.

10 USE OF THE COMMON ROOM (OR "SOCIAL ROOM") AND GYM

10.1 GENERAL

All Common Elements/Areas, including the lobby, gym, social room, and outdoor areas must be used in an orderly, legal, and responsible manner. All furniture and equipment that is moved shall be returned to its original location. Radios, iPods, cell phones or any other sound emitting device must be used with earphones/headphones/earbuds. Users of these areas are responsible for any damage as may be determined by the Property Manager or Board of Directors. Children under the age of twelve (12) are not permitted to use the gym or common elements/areas without parent or guardian supervision. Gym equipment must be wiped down and cleaned after use. After all use, the weight equipment and accessories shall be properly stowed away and the weights re-racked. All persons using the gym equipment do so at their own risk. Proper exercise attire and footwear must be worn when using exercise equipment.

10.2 PRIVATE FUNCTIONS

The Social Room may be reserved by residents for private nonbusiness related functions upon submission of a timely written application (three (3) business days in advance) to the Property Manager, the payment of the established fees and damage deposit, and the approval of the Property Manager and Board of Directors. Social Room

fees, time limitations and event regulations are established and revised by the Board of Directors. Users of the Social Room must inform the Property Manager of the number of guests expected, along with a copy of the guest list. Guests at the function who are not residents must confine their attendance to the reserved Social Room. The rental of the Social Room shall not include access to the outdoor patio, pool, pool deck and the gym. Activities in the social room must end by 1:00 am. In accordance with the City of Fort Lauderdale, Code of Ordinances, noise control must commence at 10 pm. After each function, the Property Manager or front desk staff will perform an inspection.

11 UNIT RENOVATIONS

- 11.1 Unit renovations are permitted Monday through Friday. Contractors and workmen may begin entering AquaBlu at 8:00 a.m. but not commence work that generates noise until 9:00 a.m. All contractors and workmen must be off the property no later than 5:00 p.m. These hours may be further restricted at the discretion of the Board and/or Property Manager. No renovations are permitted on weekends, Federal holidays, Rosh Hashanah, Yom Kippur and between December 15th and January 3rd. Any work by a resident that would result in excessive noise is also limited to the same days and hours.
- 11.2 Residents are responsible for any damage, disorderly conduct, and violations caused by their workers. The Property Manager and the Board must approve all unit renovations, which must be performed in complete compliance with the then current Designers & Contractors Regulations. As a condition of approval, Owners shall provide to the Association a security deposit in accordance with the current fee schedule when making alterations or improvements to Common Element, Limited Common Elements, or structural changes in a unit.
- 11.3 As a condition of approval, Owners shall also consult with the Property Manager to discuss whether permits and/or a contractor's security deposit, per the current fee schedule, is required. Elevators must be covered with padding as and when directed. All dust/dirt/debris generated by the contractor must be cleaned up immediately.
- 11.4 Owners and/or their contractors may not disconnect, relocate, or disrupt the installed fire system components inside the unit or in any common elements/area. The fire components must be properly covered for protection during renovations and may not be painted over for any reason.
- 11.5 The Property Manager must be contacted before any work is done inside a unit that may activate the smoke detectors. Repair and/or service expenses will be assigned to the owner for any damage to the fire system components and/or interruption of their normal functioning caused by contractors.
- 11.6 Owners and Contractors must follow permitting requirements for the City of Fort Lauderdale as and when required.

- 11.7 Contractors may not smoke in common elements/areas while on the property. Residents must inform Contractors to bring a broom and vacuum to clean up the common elements/area as needed.
- 11.8 Contractors must also bring their own work cart or dolly to transport work materials/equipment. Vendors and contractors may not use Association carts.
- 11.9 Owners are responsible for their contractors' behavior while working at AquaBlu.
- 11.10 Contractors must park in only designated areas. Contractors may park in the south service entrance parking area only during active loading and unloading of materials. Contractors are not allowed to park in the resident parking garage, or in front of the building.
- 11.11 The Board of Directors and Property Management have the right to inspect the Unit during construction.

SECTION II: RULES FOR VENDORS, DECORATORS, CONTRACTORS AND SUB-CONTRACTORS WORKING FOR THE UNIT OWNERS

1. GENERAL

- 1.1 Contractor (The term Contractor includes Vendors, Decorators, Contractors and Sub-Contractors and all related construction trades.) access to the individual condominium units must be coordinated through the owner, designer, general contractor, or other designee, who is also responsible for supervising the workers and assuring workers remain in assigned areas.
- 1.2 Upon arrival, Contractors must sign in daily with the Front desk. Prior to authorization for access, the Contractors must show proof they have general liability insurance. Contractors required to have a license according to FL Statute, must also show a license, e.g., plumbers, electricians, et al. Contractors who perform only domestic tasks that do not make material changes in the unit, are subject to a less strict standard regarding licensing and insurance and will be dealt with on a case-by-case basis by the Property Manager.
- 1.3 Unit renovations are permitted Monday through Friday. Contractors and workmen may begin entering AquaBlu at 8:00 a.m. but not commence work that generates noise until 9:00 a.m. All contractors and workmen must be off the property no later than 5:00 p.m.
- 1.4 Any contractor deliveries requiring an oversized vehicle must be scheduled with the Property Manager in advance. Hours for delivery activities are Monday-Friday from

9:00 a.m. to 4:00 p.m. The workers must haul all trash and debris off the premises regularly. Contractors and other vendors are not permitted to use Association dumpsters. Building trash chutes are not to be used, nor is any trash to be left in units or hallways. The Property Manager will provide information on disposal of trash.

- 1.5 Workers must contact the Property Manager and coordinate the unloading of materials and equipment. The Property Manager will designate which elevator is to be used (padded) and only that elevator shall be used for such purposes.
- 1.6 After unloading, workers must park their vehicles in the designated area specified by the front desk. Under no circumstances are workers allowed to park in the garage, in the south service driveway or in front of the building. Contractors directed to off-site parking must provide the appropriate documentation and complete the Association forms.
- 1.7 Work preparation is only permitted in the interior of an owner's unit (excluding balconies) and is prohibited in all other areas without approval from the Property Manager or Board of Directors. Work preparation includes, but is not limited to, mixing paints, mud, and grout or sawing, grinding, assembling, etc. Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets, and bathtubs and are not permitted to be disposed of in any other part of Association property.
- 1.8 Contractors must supply their own transport vehicles (dollies, hand trucks, etc.) to move materials if the job requires moving heavy equipment, furniture, etc. and/or involves a large amount of waste disposal.
- 1.9 Contractor's breaks and lunches must be confined to the owner's unit.
- 1.10 No playing of music or other radios will be allowed in the building common elements/areas without headphones or within the Unit should it be a disturbance to other residents.
- 1.11 Sprinkler heads may only be moved or covered by a structure by permission from the Board of Directors and/or as required by law, fire code, insurance, or other applicable personnel.
- 1.12 Unit smoke alarms are not to be moved and must be properly protected during any interior finish work generating heavy airborne particles, i.e., sanding and painting.

2. RESPONSIBILITIES OF OWNER/RESIDENT WHO HIRE CONTRACTORS

- 2.1 Unit owners are responsible for vendors', designers', contractors', and sub-contractors' actions and inactions while on the premises. Designers, contractors, and sub-contractors are on the premises at their own risk and must agree to indemnify and hold harmless the Association for any liability or damages that might arise in connection with their activities on the premises.
- 2.2 Should a vendor, designer, contractor, or sub-contractor discover a defect in a unit they must notify the Owner or Property Manager immediately so the defect may be verified and corrected prior to doing any work that might be impacted by the defect.
- 2.3 It is the responsibility of unit owners to ensure that the building is kept clean during and after work is completed on their units.
- 2.4 Activities will be monitored by management. Non-compliance may result in the vendor, decorator, contractor, or sub-contractor being barred from the building.

SECTION III: RULES FOR ASSOCIATION-SPONSORED MEETINGS

1. MEETING NOTICES-AGENDA

Notices for Board of Directors, membership and special Association meetings in which residents are entitled to participate are posted in the mailrooms and shall be provided to Unit Owners in accordance with the applicable sections of Chapter 718, Florida Statutes. Copies shall be available at the Management office or emailed to Owners at their request.

2. CONDUCT OF MEETINGS

- 2.1 Roberts Rules of Order (latest edition) governs the conduct of Association meetings when not in conflict with the Declaration of Condominium, the Articles of Incorporation, the By-laws, or Rules, listed below.
- 2.2 No person other than a Unit Owner may be permitted to attend such meetings, except for persons invited or permitted to attend by the chairperson of such meeting. All Unit Owners when addressing the Board must provide their name and unit number.
- 2.3 After an agenda item has been introduced by the Board and after discussion, a motion, and a second, a Unit Owner may be recognized by the Presiding Officer to speak to the agenda item only once for a maximum of three (3) minutes. During this time Board members are not required to respond to or comment upon the presentations.

- 2.4 The Presiding Officer has the authority and responsibility to ensure Unit Owner participation is relevant to the subject or motion on the floor. An Owner wishing to speak must first raise his or her hand and wait to be recognized by the Presiding Officer. Statements by Owners at meetings shall be restricted to agenda items. No other statements shall be permitted except as may be authorized by the Presiding Officer of such meeting, in the Presiding Officer's sole discretion.
- 2.5 Each speaker shall speak only to the Presiding Officer. There will be no cross discussions with other Owners, Board members, legal counsel, or other attendees. Each speaker shall conduct themselves with proper decorum and in a respectful manner at all meetings.
- 2.6 Before adjourning the meeting, the Presiding Officer may ask the audience if anyone wishes to address a specific Board discussion or vote during the meeting. The rules for resident participation will follow the three (3) minute time limit. Board members may choose to not respond or comment on resident presentations.
- 2.7 Any Owner who fails to comply with these rules shall be subject to ejection in the sole discretion of the Presiding Officer. The Presiding Officer shall give any noncomplying person one (1) warning regarding ejection and thereafter may call for immediate ejection of that person, and the removal of any of their equipment, if any.

SECTION IV: ENFORCEMENT, FINES, SUSPENSION OF USE RIGHTS AND COMPLIANCE COMMITTEE

1. APPLICATION

These Rules and Regulations shall apply equally to owners, their families, guests, tenants, staff, workers, contractors, and sub-contractors.

2. SCOPE

This document is not intended to be limiting or exhaustive and reference should be further made to the Condominium Documents, the By-Laws, and other regulations and requirements proffered by the Board of Directors.

3. FINES AND SUSPENSION OF USE RIGHTS

The Condominium Documents of the Association and the Florida Statute 718 (Condominium Act) permit the levying of fines and suspension of use rights for violations of the Condominium Documents and these Rules and Regulations of the Association. In

accordance with Florida Statute, the administrative process, should a fine and/or suspension be deemed appropriate by the Board of Directors, is as follows:

- 3.1 A letter shall be sent to the Owner and/or Tenant by Certified Mail and to the legal address provided to the Association advising of a Compliance Committee meeting to be convened for the purpose of addressing the violation. The notice shall contain the date, time, and place of the meeting which shall be held not less than fourteen (14) days from the date of the mailing of the notice. The notice shall also contain a statement of the provision of the Declaration, by-laws, or Rules and Regulations which the Association alleges to have been violated and a short and plain statement of the matters asserted by the Association.

4. COMPLIANCE COMMITTEE HEARING

- 4.1 Owners are responsible for the compliance with the Rules and Regulations by their lessees and guests and therefore responsible for any fines assessed by The Board against a unit owners' lessee or guests. The Compliance Committee shall be comprised of three (3) unit owners who are neither officers, directors, or employees of the association, nor the spouse, parent, child, brother, or sister of an officer, director, or employee. The role of the Compliance Committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors.
- 4.2 At any Compliance Committee hearing, the Owner shall be entitled to present his/her side of the issue, present witnesses, or provide mitigation for his/her alleged acts. The Compliance Committee shall then determine if a fine and/or suspension should be levied, and if deciding that a fine is to be imposed, shall levy the fine in an amount not to exceed any maximum amount as prescribed by law from time to time. (The fine structure is one hundred dollars (\$100.00) per every day of non-compliance, with a maximum aggregate of one thousand dollars (\$1,000.00) per violation.) An association may also suspend, for a reasonable period, the right of a unit owner, or a unit owner's tenant, guest, or invitee, to use the common elements/areas, common facilities, or any other association property for failure to comply with any provision of the declaration, the association bylaws, or reasonable rules of the Association. A written decision of the Board of Directors and the Compliance Committee to fine an Owner or Resident shall be mailed to the violating party no later than 21 days after the hearing. Fines must be paid no later than 30 days after notice of the imposition thereof.
- 4.3 After the fine is levied, should the Owner ignore the mandates of the Board of Directors, or continue the violating behavior, the Board of Directors shall proceed to cure the violation through the legal process, with all fees and costs of said corrective process to be the responsibility of the prevailing party.

- 4.4 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 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.
- 4.5 If a unit owner is more than 90 days delinquent in paying a fine, or other monetary obligations owed to the Association, the unit owners' voting rights and access to common elements may be suspended by the Board and the Board may refer the matter to legal counsel for further enforcement. If the matter is not resolved, the parties to the dispute may file a legal action in a court of law or a petition the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulations for non-binding arbitration. The prevailing party may be awarded the costs of the arbitration, reasonable attorneys' fees, or both. If the decision of the arbitrator is not acceptable to either party, a lawsuit may be filed in the appropriate court for judicial resolution of the dispute. The prevailing party may be entitled to recover reasonable attorneys' fees and court costs.

Nothing in these rules is intended to or does supersede the Declaration of Condominium, the Articles of Incorporation, the By-Laws or any other legal rights and responsibilities of the owners of AquaBlu and the Association.

Note: All rules stated above may be superseded, suspended, or modified as a result of emergency powers granted to the Board of Directors, as a result of an Act of God, emergency, pandemic, or natural disaster.

All questions regarding these Rules should be directed to the Property Manager.