



**PARC CENTRAL AVENTURA EAST, A CONDOMINIUM**

**RULES AND REGULATIONS**

**Amended June 21, 2011**

Under the condominium documents, the Board of Directors ("Board") of PARC CENTRAL AVENTURA EAST, A CONDOMINIUM ASSOCIATION, INC. (the "Association") has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations.

The following Rules and Regulations (the "Rules and Regulations") supplement those contained in the Association's Declaration of Condominium (the "Declaration"). They are applicable to all occupants of Units as well as to Unit Owners and their family, guests, invitees, lessees, etc.

The Rules and Regulations may be modified, added to or repealed at any time by the Board. These rules and regulations and all others hereinafter promulgated shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said rules and regulations and shall use their best efforts to see to it that they are faithfully observed by their families, guests, invitees, servants, lessees and other persons over whom they exercise control and supervision. Each owner is supplied with a copy of these rules and regulations and all Owners, Occupants, Guests and Lessees are hereby charged with knowledge of, and responsibility for adhering to, these Rules and Regulations.

Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Declaration.

For the purposes of these Rules and Regulations, the Association's building manager shall also have the power to enforce the Rules and Regulations.

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1. **COMPLIANCE BY UNIT OWNERS.** Every Unit Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations, which from time to time may be amended, and the provisions of Declaration, By-Laws and Articles of Incorporation of the Association (all as amended from time to time) to the extent applicable. Failure of a Unit Owner or occupant to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due for damages, an action for injunctive relief, and any combination of such actions.
2. **INDOOR AREAS**
  - a. Unit Owners and their guests, lessees, invitees, family members and employees must wear appropriate attire and footwear at all times while in the lobby, lounges, and any other Common Element. Appropriate attire shall include street or sport clothes.
  - b. Food and beverages may not be consumed outside of a Unit, except in such areas as are designated by the Board of Directors of the Association.
  - c. Smoking is not permitted in the Lobby or any other indoor public area on the Condominium Property.
  - d. The sidewalk, entrances, passages, if applicable, vestibules, stairways, corridors, halls and all of the Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress, to and from the Unit; nor shall any carriages, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored in the Common Elements. Children shall not play or loiter in halls, stairways, Common Elements or other public areas. For security purposes, all doors leading from the buildings to the outside or stairways shall be closed at all times and shall not be blocked open.
  - e. Rugs, mats, etc. may not be placed outside the Unit entrance doors.
  - f. When in beach attire, all chairs and lounges must be covered with a towel before use.
  - g. Exterior Unit doors must not be blocked or otherwise left open.
  - h. The personal property of all Unit Owners shall be stored within their Unit(s).
  - i. Unit Owners are responsible for any damage caused to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, employees, lessees and persons who are on the Condominium Property because of such Unit Owner.
  - j. Use of the Common Elements is restricted to Unit Owners or lessees and their guests.
  - k. No person under twelve (12) years of age is permitted in the Common Elements unless accompanied by an adult.

### 3. VALET/PARKING

- a. Improper or non-conforming vehicles may be towed by the Association at the Unit Owner's expense and liability, subject to applicable provisions of the law.
- b. Any vehicle in the garage without a decal and bar code affixed to the vehicle will be towed without prior notice unless management is contacted and special arrangements are made in advance to the vehicle being parked in the garage.
- c. Oversized vehicles (such as trucks, large vans, Hummers, limousines, commercial vehicles) must be parked on the third level (rooftop) of the Parking Garage. Any vehicle taking up more than one space (such as a limousine) will be charged for the extra spaces even if parked on the third floor.
- d. The parking facilities shall be used in accordance with the Regulations and Regulations as well as the Declaration, as adopted from time to time.
- e. Vendor and guest valet parking rates are as follows:
  - i. Daily visitor rate: \$4.00
  - ii. Overnight visitor rate (stay past midnight): \$6.00
  - iii. 14 days \$90.00
  - iv. Monthly \$180.00
- f. Vendor and guest valet parking rates are as follows:
  - i. Residents with one vehicle will not be charged for parking.
  - ii. Residents with more than one car:
  - iii. Owner/Resident Parking (2<sup>nd</sup> car): \$65.00
  - iv. Owner/Resident Parking (3<sup>rd</sup> car): \$65.00
  - v. Owner/Resident Parking (4 or more cars): \$65.00 per car
- g. The valet company will bill each Unit by monthly invoices.

### 4. GUESTS

- a. No Unit Owner or lessee may have a guest on the Condominium Property or within a Unit without the Unit Owner or Unit Owner's lessee accompanying the Guest. This includes, without limitation, guests being prohibited from using any of the Association's Common Elements and facilities, including the pool, without the Unit Owner or lessee being present. Violation of this rule shall be subject to a \$100 fine. Each day that this provision is violated constitutes a new violation.
- b. All unknown persons using the Association's facilities or Common Elements of are subject to question by the Association's management company or any other employee of the Association to determine proper registration. It is the obligation of the Unit Owner to furnish the visiting guest with all keys needed for their stay at the Association.
- c. Overnight Guests
  - i. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their lessees to the Association for any amount which is required by the Association to

effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the lessee or for the acts and omissions of the lessee(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of the Declaration and of any and all rules and regulations of the Association.

- ii. Regardless of whether or not expressed in the applicable lease, if any, the lease or rental of a Unit shall not release the Unit Owner from any obligation under the Declaration, and either the Lessee shall have the right to use the facilities and Common Elements to the exclusion of the other party.
  - iii. Owners and Lessees will be held legally responsible for all actions of their lessees, occupants and/or guests.
  - iv. All Unit Owners, overnight guests, and lessees must register at the office and purchase an access card upon arrival to the Condominium and acknowledge receipt of all Association Rules and Regulations and comply with same.
  - v. The Unit Owner will be held responsible for reimbursing the Association for the cost of any damage caused by his/her guest to the Common Elements. Should an emergency require immediate action, the damage will be repaired without notice to Owner and Owner will be assessed for such charges in the same as an assessment under the Declaration.
  - vi. If the Unit Owner is not in his/her Unit, the guest must notify the Association's management office or front desk when he/she is leaving.
  - vii. Tradesmen working on any unit at Parc Central East may not be an overnight guest in any unit at Parc Central East.
- b. Non-Resident Guests
- i. Non-resident guests are those guests other than overnight guests who visit the Condominium Property or any Unit at any time during the day or evening.
  - ii. All non-resident guests must sign in at the front desk prior to being permitted in the Common Elements. Front Desk will contact the Unit Owner to inform the Unit Owner that his/her guest has arrived.
  - iii. The Unit Owner is responsible for his/her guests' behavior and decorum while on the Condominium Property or in the Unit.

## **5. CONDUCT OF YOUNG CHILDREN AND TEENAGERS**

- a. Children shall be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of children.

- b. All children under the age of twelve (12) must be accompanied by an adult when in the Common Elements or corridors after 10:00 pm.
- c. Loitering within the Common Elements is not permitted
- d. All Unit Owners shall be jointly and severally liable with their lessees to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the lessee or lessee's children or guests or for the acts and omissions of the lessee(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of the Declaration and of any and all rules and regulations of the Association.

## 6. ELEVATORS

In case an elevator is stuck, please use the intercom located below the control panel and you will be in contact with the front desk immediately. Advise the front desk what elevator you are in and appropriate floor level in order to receive help.

## 7. TRASH CHUTE

- a. All trash, garbage and refuse from the Units shall be deposited with care in garbage dumpsters or trash chutes intended for that purpose. Garbage and other refuse shall be placed in sealed garbage bags and placed by hand, in designated trash dumpsters or trash chutes. No garbage or garbage containers may be kept outside of the Unit either on porches, patios or other limited common element areas.
- b. Do not throw loose trash down the chute.
- c. Newspapers, paint cans, cartons, wooden boxes and the like are not to be put down the trash chute and must be brought to the outside dumpsters.

## 8. CLEANLINESS

Unit Owners shall not allow anything to be thrown, or to fall, from doors, patios. No sweeping or other substances shall be permitted to escape to the exterior of the building from the doors or the patios. Garbage cans, laundry, dry cleaning, supplies or other articles shall not be placed on the porch patio.

## 9. ABSENCE PROCEDURES

- a. A Unit Owner or occupant who plans to be absent during the hurricane season must prepare the Unit prior to his/her departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association. All items **MUST be removed from the balcony.**
- b. In addition, if the owner or lessee is absent for a period of one month or longer. The following procedures must be followed:
  - i. Hurricane shutters must remain open until impending bad weather and closed either by the Unit Owner or their assignee.

- ii. Shut off water to the unit. This greatly reduces the possibility of flooding of your Unit and your neighbor's Unit.
- iii. Unit owners must bring in all items from their balcony. Should unexpected poor weather conditions arise, such as a hurricane, the building would have to clear the balcony to safeguard other residence from flying objects. Should this occur, there will be an automatic billing of a maximum of \$250.00 to the Unit Owner for the removal service.

#### **10. KEYS AND ENTRY TO UNIT**

- a. ALL unit Owners and occupants are required to purchase an access card. All residents must use their access cards when entering the property and using the amenities. Access cards may not be transferred or shared.
- b. The Association shall have the right to enter any Unit during reasonable hours, when necessary for maintenance, repair or replacement of any common Elements or any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to another Unit or Units. If no key has been provided to the Association, then the expense of entry into a Unit for emergency purposes shall be borne by the Owner of the Unit.
- c. If access to a Unit is required, a courtesy call or courtesy written notice will be sent to the Owner or occupant prior to entry into the Unit to inform the Owner or occupant of the Association's need to enter the Unit.
- d. Unit Owners and occupants must abide by right of entry into Units in emergencies. In case of any emergency originating in, or threatening, any Unit, regardless of whether the Unit Owner is represent at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building manager, shall have the right to enter such Unit for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate. To facilitate entry in the event of any such emergency, the Unit Owner of each Unit under the control of the Association shall deposit a key to such Unit with the Association. If a key is not provided by a Unit Owner, the Association shall have the right to break the lock in the event of any such emergency.
- e. The Association may have a master key to fit the door lock to all Units. The Owner shall be required to deposit a spare key, with the Association, to any and all unit locks. If a Unit Owner wants additional locks as additional security, said Unit Owner must first request the approval of the Association for same. In the event the Association's approval is obtained, then the Unit Owner shall deposit with the Association a duplicate key for each such additional lock for use in emergencies. In the event a Unit Owner fails to supply a spare key with the Association and entry into the Unit by the Association is necessary or allowed pursuant to the Declaration or these Rules and Regulations, the Association shall not be responsible for any costs or expenses incidental to a forced entry into the Unit.

#### **11. CONSIDERATION FOR YOUR NEIGHBORS**

- a. No unit owner shall make or permit any disturbing noises in the building by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comfort or convenience

of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other occupants of the condominium. All parties shall lower the volume as to the foregoing at 11:00 pm of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

- b. No radio, television, sound system, musical instrument or exercise equipment shall be played or operated at any time in such an unreasonable manner as to annoy or be offensive to other occupants of the building.
- c. **All Owners and occupants shall comply with the following Aventura, Florida, Code of Ordinances Part II Chapter 30, section 30-33 (3) Radios, televisions, phonographs, musical instruments etc.** The using, operating playing or permitting to be played, used or operated any radio, television, phonograph, musical instrument or other machine or device for the producing or reproducing of sound in such manner as to disturb the peace, quiet and comfort of the neighboring inhabitants, or at any time with louder volume than is necessary for convenient hearing for the persons who are in the room, motor vehicle, motorboat or area in which such machine or device is operated and who are voluntary listeners thereto. The operation of any such radio, television, phonograph, musical instrument or other machine or device between the hours of 11:00pm and 7:00am on weekdays, and 12:00am and 8:00am on weekends and holidays, in such a manner as to be plainly audible at a distance 100 feet from the building, structure, motor vehicle or motorboat in which it is located shall be prima facie evidence of a violation of this article; provided however, that this shall not apply to any public performance, gathering or parade for which a permit has been obtained from the City Manager pursuant to section 30-34.

## **12. CONSTRUCTION, ALTERATION(S) AND RENOVATION(S) REGULATIONS FOR VENDORS**

For the protection and safety of ALL Parc Central East Owners and Residents:

- a. No interior of a Condominium Unit shall be altered in any manner as such would have any effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited Common Elements without the prior written consent of the Association.
- b. Owners must provide copies of proper permits, licenses and insurance certificates and plans and specifications to the Association before commencing with any work, construction, alteration and/or renovation to the Unit. Owners must use only properly licensed workers.
- c. Unit Owner must deliver to the Association the proper authorization form, if required, as well as a refundable security deposit in the amount \$500 at least ten (10) days prior to any work commencement. Such security deposit will be used by the Association in the event there is any damage to the Common Elements. If the Association determines that there is no damage to the Common Elements, the Association shall return the security deposit to the Unit Owner.
- d. The Unit Owner shall submit a detailed construction plan (two copies) of the proposed improvements by means of the modifications, alterations and additions



form to the Association. No exterior architectural modifications shall be allowed. The construction plan shall include the following:

- i. Plans and specifications for all work to be performed.
  - ii. Anticipated commencement date.
  - iii. Anticipated completion date.
  - iv. If necessary, engineering report confirming review of structural load capacity.
  - v. List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
  - vi. Licenses and certificates of insurance meeting the insurance guidelines established by the Association.
  - vii. Building permit application as required by local governing authorities.
- e. Prior written approval must be obtained from the Association for the following alterations or work:

- i. Installation of hurricane shutters
- ii. Satellite dishes
- iii. Flooring (correct underlayment and soundproofing must be used)

As part of the application process, the Unit Owner must submit to the Association the exact procedure, color and material to be used. The Association has the right to dictate any colors to be used on the exterior portion of the Unit in order to maintain an uniform look.

- f. Vendors, Movers, and Cleaning Services are not permitted to work on weekends. Work is permitted Monday through Friday between the hours of 10:00am to 5:00pm. **Please notify your vendor of this rule in advance.**
- g. Sub-contractors' Parking Loading and unloading of construction materials, furniture, etc., must be done from designated area. No large moving trucks are permitted on the entrance ramps or Lobby (Ground Floor) Entrance Level. Vendors are required to park vehicles in designated parking area. Vendors must register at Management Office on Lobby floor. Vendors are to use padded elevators only.
- h. All contractors and tradesmen must clean or repair any Common Elements affected as a result of their construction on a daily basis prior to their leaving the premises. Any additional clean-up or repair that management must perform will be charged to the unit owner. Grout or thin set may NOT be disposed of in the unit plumbing. Workers will be expected to remove their own material. Sub-Contractors are not to leave or perform work in the Common Elements. Trades using material such as paint, tile, woodwork, etc., must neatly lay heavy paper or plastic from the elevator door to the unit in order to prevent any damage to the carpet. All Common Elements will be inspected at the end of each day. The cost of any repairs to the Common Element or to the other units will be assessed to the owner/sub-contractors.
- i. Dumpsters and trash chutes are not allowed to be used by contractors or tradesmen under any circumstances. All construction debris must be removed from Parc Central East premises at the contractor, tradesmen or unit owners' expense.

- j. All contractors and tradesmen must use service elevator to transport any and all materials.
- k. If contractors and tradesmen require a dumpster, its placement and the number of days on site must be approved by the Association or its manager prior to delivery of the dumpster.
- l. When hard surface flooring is installed, sufficient soundproofing materials must be installed below such flooring. Flooring plans must be given to the Association prior to the installation of such flooring. If the Unit Owner fails to lie the proper soundproofing, the Association may require that the Unit Owner remove the new flooring and lay down the proper sound proofing, at the Unit Owner's sole cost and expense.
- m. Unit windows, entrance and balcony doors must be kept closed during the renovation process (i.e. plastering, floor, or wall sanding or any project that creates construction dust). Common Element ventilation systems within the unit should be sealed with plastic tarps so as to minimize construction dust affecting other residents.
- n. Renovations must be completed within (90) days of the start of work, unless an extension is granted in writing by the Association.
- o. Unit owners may NOT give Parc Central East security cards to contractors or tradesmen. Unit door keys may be given to the contractor or tradesmen only after the Unit Owner signs a written release with Parc Central East prior to the work being performed. Unit entry is not granted without prior authorization.
- p. Contractors may not use power saws to cut marble, wood or other materials on Unit balconies or in stairwells.

***All contractors/workers must leave the Condominium Property no later than 5:00 p.m.***

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

### **13. REPORTING OF MAINTENANCE NEEDS AND COMPLAINTS**

Requests for maintenance work involving Common Elements should be submitted to the manager in writing.

### **14. GENERAL RULES AND REGULATIONS**

#### **a. MONTHLY PAYMENTS**

- i. Payments of monthly assessments should be made in the form of a check and shall be made to the order of the Association. Payments of regular assessments are due on the first (1<sup>st</sup>) day of each month, and if such payments are ten (10) days or more late they are subject to charges (including without limitation legal fees) as provided in the

Declaration of Condominium and may be sent to the association's attorney for collection.

**b. SOLICITATION**

- i. No solicitors are to be permitted on the Condominium Property at any time except by individual appointment with residents.

**15. PETS**

- a. A pet owner is responsible for abiding by the rules and other regulations that may be promulgated by the Association.
  - i. Except for small domestic birds or fish, each Unit Owner (regardless of the number of joint owners) may maintain as household pets in his Unit, subject to the reasonable rules and regulations promulgated by the Association, either one domesticated dog, which, when fully grown shall not exceed the weight of 25 pounds, or two domesticated cats or two domesticated dogs, which, when fully grown will not exceed a combined weight of 50 pounds provided such pets are: (i) permitted to be so kept by applicable laws and regulations, (ii) not left unattended on balconies or any other area outside the Unit, (iii) generally not a nuisance (as determined by the Association) to residents of other Units or of neighboring buildings and (iv) not a pit bull or other such breed considered to be dangerous by the Board of Directors in their sole and absolute discretion. No animals of any kinds shall be kept under any circumstances in a unit, or allowed upon the Condominium Property, except by prior written consent of the Board of Administration of the Association. Neither the board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Pets are not permitted on any portion of the Pool Deck. Any landscaping damage or other damage to the Common Elements and/or the Limited Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. This Section pertaining to pets shall not be amended in any way which would cause those original Owners who brought pets meeting the requirements of this Section upon the Condominium Property and in the Units from keeping those pets. **Pet must not exceed weight limit of 25 lbs.** Pet must come in for weighing prior to the Board of Directors reviewing the application for tenancy.
  - ii. Under no circumstances may a pet be allowed to run loose in the hallways or anywhere else in the Common Elements or Condominium Property.
  - iii. Pets are not allowed in the lobby and must exit the building through the lower level garage area.

- iv. Dogs must be kept on leashes at all times while in Common Elements, including outside walkways.
- v. Pets are not permitted in any Common Elements including all recreation areas except as otherwise provided in these rules.
- vi. Flagrant violation of these regulations will result in the imposition of fines and any and all other lawful remedies available.
- vii. Pet Owners must deliver to the Association the Association's pet registration form as well as colored photographs of the Pet.
- viii. There is a \$1,000.00 Common Element security deposit for EACH pet that resides in a Unit. If this security deposit is not paid, by the pet Owner, such amount will be assessed to the Owner's account and treated as an assessment.
- ix. No pets may be left by themselves on the balconies, terraces or indoor service corridors.
- x. Pet Owners are **solely responsible** for picking up after their pets. **Owners will be fined up to \$100 per violation.**
- xi. Any pets with vicious tendencies (either inherent or acquired) must wear a muzzle at all times while in Common Elements.
- xii. Violations of any of these rules concerning pets may result in a fine of \$100.00 per violation per day, however no such fine should, in the aggregate, exceed \$1,000.00. Each day that a violation continues it will be considered a new violation.

#### 16. **Trailer and Boat**

No trailer or boat shall be permitted on any portion of the Condominium Property.

#### 17. **Unit Balconies / AC Closets**

The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, balcony walls, railings, ceilings or doors, shall not be painted, decorated or modified by a Unit Owner in any manner without the prior consent of the Association.

- i. No articles other than patio-type furniture shall be placed on the balconies, patios or other Common Elements. Each owner shall keep their unit in a good state of preservation and cleanliness and shall not sweep or throw from the doors or windows or balconies thereof, any dirt or other substances. No article shall be hung or shaken from the doors or windows, or placed upon the outside window sill or balconies of the units. No signs, notices or advertisement shall be inscribed or exposed on or at any window or other part of the units, nor shall anything be projected out any window in the units. No radio or television aerial or

antenna shall be attached to or hung from the exterior of the units or the roofs thereon, and no transmitting equipment shall be operated in a unit.

- b. No wind chimes shall be placed in balcony/patio areas.
- c. The use of gas-fired or charcoal-fired cooking grills is prohibited. There is no cooking allowed of any type on balconies.
- d. The type, color and design of chairs and other items of furniture and furnishings that may be placed and used, where applicable, on any terrace or balcony may be determined by the Board of Directors of the Association, and a Unit Owner shall not place or use any item, where applicable, upon any terrace or balcony without the approval of the Board of Directors of the Association.
- e. Other than a United States flag respectfully displayed, nothing, including, but not limited to, radio or television aerals or antennas, signs, notices or advertisements, awnings, curtains, shades, window guards, light reflective materials, hurricane or storm shutters, ventilators, fans or air conditioning devices, or other items shall be attached or affixed to the exterior of any Unit or balcony or exposed on or projected out of any window, door or balcony of any Unit without the prior written consent of the Association. No one shall alter the outside appearance of any window of any Unit without the prior written consent of the Association. The consent of the Association to all or any of the above may be withheld on purely aesthetic grounds within the sole discretion of the Board of Directors of the Association. In addition, pursuant to 718.113(4), Florida Statutes, which was amended by Chapter 2003-23, Laws of Florida, effective July 1, 2003, a unit owner on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day is permitted to display in a respectful way, portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.
- f. No garbage cans, supplies, milk bottles or other articles shall be placed in the halls, on the balconies, or on the staircase landings, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors or balconies, or exposed on any part of the Common Elements. Fire exits shall not be obstructed in any manner, and the Common Elements shall be kept free and clear of rubbish, debris and other unsightly material.
- g. No Owner shall allow anything whatsoever to fall from the windows, balcony or doors of the premises; nor shall he sweep or throw from the premises any dirt or other substance into any of the corridors, halls or balconies, elevators, ventilators, or elsewhere in the building or upon the grounds.
- h. Refuse and bagged garbage shall be deposited only in the areas provided therefore. In this regard, all refuse must be bagged in sealed garbage bags.

- i. Water closets and other water apparatus and plumbing facilities on the Condominium Property shall not be used for any purpose other than those for which they were constructed. Any damages resulting from misuse of any of such items in the Condominium Unit or elsewhere shall be paid for by the Unit Owner in whose Unit it shall have been caused or by the Unit Owner whose family, guest, invitee, servant, lessee or other person who is on the Condominium Property pursuant to the request of the Unit Owner shall have caused such damage.
- j. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Unit or Condominium Property by any Unit Owner or occupant without written permission of the Association or as otherwise provided in the Declaration.
- k. No awning, canopy, shutter or other protection shall be attached to or placed upon the outside walls or doors or roof of the building without the written consent of the Board of Directors of the Association. The exterior appearance of all window coverings shall be white in color.
- l. The Condominium unit shall be used solely for purposes consistent with applicable zoning laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Condominium unit.

#### **18. ITEMS WITH WHEELS**

No bicycles, scooters, baby carriages or similar vehicles or toys or other personal articles shall be allowed to stand in any of the Common Elements. Rollerblading, skateboarding, bicycle riding or like activities are prohibited in the Common Elements. The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from the Condominium Property.

#### **19. WINDOW COVERINGS**

- i. No awnings, window guards, light reflective materials, ventilators, fans or air conditioning devices shall be used in or about the Unit except as shall have been approved by the Association or as allowed pursuant to the Declaration, which approval may be withheld on purely aesthetic grounds within their sole discretion.
- ii. All Owners must obtain an annual inspection his/her Unit hurricane storm shutters and a copy of the inspection must be delivered to the Association prior to June 1<sup>st</sup> of each year.

#### **20. BUILDING EMPLOYEES**

- i. Employees of the Association shall not be sent out of the building by any unit owner at any time for any purpose.
- ii. No unit owner or resident shall direct, supervise or in any manner attempt to assert any control over the employees of the Association.

- iii. Employees of the Association are not to be engaged by Unit Owners for personnel errands which are not within the scope of the applicable employee's duties. The Board of Directors, through an employed manager or through a management company engaged by the Association, if any, shall be solely responsible for directing and supervising the Association's employees.

## **21. HAZARDOUS MATERIALS**

- i. No Owner shall use or permit to be brought into the unit any flammable oils or fluids such as gasoline, kerosene, naphtha or benzene or other explosives or articles deemed hazardous to life, limb or property.
- ii. No Unit Owner shall not permit or suffer anything to be done or kept in his/her Unit which will increase the insurance rates on his Unit, the Common Elements or any portion of the Condominium or which will obstruct or interfere with the rights of other Unit Owners of the Association.

## **22. RULES AND REGULATIONS**

Any consent or approval given under these Rules and Regulations by the Condominium Association can be revoked or modified at any time by the Association's Board of Directors.

## **23. PLUMBING**

All plumbing installations of water filters must conform to the standards articulated in the building code. All other plumbing must conform to the approved plumbing standards.

## **24. MEETING ATTENDANCE**

Only owners of record may attend and participate in membership meetings and Board meetings.

## **25. FACILITIES**

The facilities of the condominium governed by the Association are for the exclusive use if Association members and their immediate families, lessees, resident house guests and guests. All guests must be accompanied by a Unit Owner or lessee.

## **26. FINES**

In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, in an amount not to exceed that allowed by the Act as same may be amended from time to time, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles if incorporation or By-laws, provided the following procedures are adhered to:

- i. Notice. The Association shall notify the Owner or occupant of the reported or alleged infraction or infractions. Included in the notice shall be a statement of the provisions of the declaration of Condominium, Association By-Laws or Association Rules which have been allegedly violated; a statement of the matters of the Association; and a statement of the date and time and place of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why a fine should not be imposed. The Owner or occupant may be represented by counsel, shall have an opportunity to respond, to present evidence to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.
- ii. Hearing. The non-compliance shall be presented to a committee of other Unit Owners ("Unit Owner Committee") appointed by the Board of Directors for such purpose, after which the Unit Owner Committee shall hear reasons why a fine should not be imposed. A written decision of the Unit Owner Committee shall be submitted to the Owner or occupant by not later than fourteen (14) days after the Unit Owner Committee's meeting.
- iii. Amount: The Board of Directors may impose a fine against the applicable person in such amount as may be permitted by the Association's By-Laws and by law.
- iv. Committee Approval: If the Unit Owner Committee does not agree with the fine, the fine may not be levied.
- v. Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
- vi. Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.
- vii. Infractions: Each day an infraction or violation occurs after the applicable party has received notice thereof shall be deemed to be a new infraction or violation.
- viii. Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

## **27. LEASING OF APARTMENTS**

- i. No Unit Owner may lease or rent his/her Unit if delinquent in the payment of any Assessments.
- ii. The Unit Owner renting or leasing such Owner's Unit shall promptly notify the Association or management firm of each renter and the term of such rental or lease.
- iii. The sub-leasing or sub-renting of a Unit Owner's interest is not permitted.



- iv. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease be used by all Unit Owners intending to rent or lease.
- v. All rental agreements must be sent to the office within fourteen (14) days in advance of arrival. Failure of Unit Owner to send such rental agreement shall constitute a violation of these Rules and Regulations and may result in a fine of \$100 per day that the agreement is not delivered to the Association. Additionally, lessee shall not be permitted to reside in the Unit until the Association is given a copy of the rental agreement as well as the names and telephone numbers of each person who will be residing in the Unit.
- vi. Together with the rental agreement mentioned in subsection above, the Owner or lessee must also deposit with the Association a Common Element security deposit of \$1,000.00 prior to the lessee being permitted to reside in the Unit. If these Rules and Regulations are not complied with or if there is any damage to the Common Elements, in the sole discretion of the Board, the security deposit of \$1,000.00 will not be returned to the Owner or the lessee.
- vii. No lease shall be for a term of less than six (6) months and no more than two (2) times per year.
- viii. No more than two (2) people per bedroom may occupy a Unit (i.e., if the Unit has two bedrooms, only four (4) people may occupy the Unit).
- ix. An Owner who leases his/her unit shall not have the right to use any of the facilities of the condominium during the term of the lease except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law.
- x. Regardless of whether or not expressed in the applicable lease, if any, all Unit Owners shall be jointly and severally liable with their lessees to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the lessee or for the acts and omissions of the lessee(s) or occupant(s) (whether or not subject to a lease) which constitute a violation of, or non-compliance with, the provisions of the Declaration and of any and all rules and regulations of the Association.
- xi. The lease or rental of a Unit shall not release the Unit Owner from any obligation under the Declaration.
- xii. Any occupant that resides in a Unit for more than 30 days in a three (3) month period shall be considered a lessee for purposes of the Declaration, the Rules and Regulations and the Condominium Act.
- xiii. Any occupant that resides in a Unit without the Owner being present shall be deemed a lessee for purposes of the Declaration and these Rules and Regulations.
- xiv. Owners of units shall supply their lessees with a copy these Rules and Regulations and apprise the Lessee of the importance of knowing and complying with all such Rules and Regulations.

- xv. Every lessee shall take subject to the Declaration, the Articles of Incorporation, the Bylaws, the management agreement, the provisions of the Act and these Rules and Regulations.
- xvi. No lease of any condominium unit by any owner to any lessee shall be made, permitted and approved unless all provisions of this document are met throughout the lease period.
- xvii. Upon arrival all occupants (owners, guest and renters) must register within 24 hours.
- xviii. Renters and guests are subject to all Rules and Regulations adopted by the Board of Directors. It is the responsibility of the Owner to see that a copy of the House Rules is given to each renter/guest. Any violation of these rules can be cause to request immediate vacating of the unit.
- xix. Renters have full use of the facilities provided the Owner is not delinquent in paying any monetary obligations due to the Association. Owners will be held responsible for the actions of their guests or renters. Any damage to the Property will be the responsibility of the owner.
- xx. Subletting by renters is not permitted.

**None of the above referenced rules shall apply to commercial unit owners who are using their property for a lawful purpose, other than the rules dealing with use of the common elements.**

## **28. REGULATIONS FOR MOVES and DELIVERIES**

*NOTE: It is the responsibility of the Unit Owner or lessee moving in or out of Parc Central East to see that their movers are made aware of these regulations and that they are followed.*

The following regulations concerning move-ins or move-outs, deliveries, or pickups must be adhered to:

- i. The moving date and time must be scheduled with the Manager's office five (5) days in advance to ensure that an elevator will be available.
- ii. Moving hours are from 9:00am to 12:00pm or 1:00pm to 4:00pm, Monday – Friday. Weekend moves are not allowed.
- iii. Upon arrival to Parc Central East, the moving van must check in with the front desk.
- iv. A move may not begin after 3:30pm and must be completed by 4:00pm. If it should become apparent that you will not be finished by 4:00pm, you must stop the move, leave the Condominium Property and return the next date and time a move is available.

- v. All cartons, trash, packing materials, etc., must be removed from Parc Central East property when the move is completed. Under no circumstances are cartons, trash, etc., resulting from a move or delivery be left in the corridors, trash room, elevators, and/or any part of Parc Central East property. Failure to comply with this provision will allow the Association to keep any security deposits on file.
- vi. Owners and lessees agree to indemnify and hold harmless the Association for any damage done to property or persons during the move in or move out. Owners shall be responsible for any monetary damage that is caused during the move.
- vii. All packages/labels must include Resident's name and unit number.
- viii. Packages are accepted only for registered residents.
- ix. Packages are held at Front Desk for a maximum of 5 days.
- x. Packages larger than 50 lbs are not accepted at the front desk.

**THE ABOVE REGULATIONS MUST BE FOLLOWED TO THE LETTER OR THE MOVE WILL BE STOPPED IN PROGRESS**

*If you should have any questions regarding the above regulations, or if you should have a problem arriving at your assigned date and time, contact the manager's office at (305) 466-3515 Monday through Friday from 9:00am to 5:00pm.*

**29. POOL RULES**

- a. NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK.
- b. Pool hours are sunrise to sunset.
- c. No radios, tape decks, CD's, or iPods etc., are allowed without earphones.
- d. No diapers in the pool. Children not toilet trained must wear approved water proof pants over diapers. Disposable diapers are not allowed. Swim diapers only. Contamination of pool will result in fines assessed.
- e. No floating devices in pool. No rafts, beach balls, surf boards or similar beach equipment is permitted in the pool on pool area.
- f. When in beach attire, all chairs and lounges must be covered with a towel before use.
- g. No reserved seating areas.
- h. Children under 12 may not swim or use the pool areas unless accompanied and supervised by an adult.
- i. Cover-ups and footwear are required in all Common Elements. A towel does not constitute a cover-up.

- j. Suntan lotion and sand must be removed before entering pool.
- k. Cover lounge chairs with a towel if using suntan lotion.
- l. Lounges or chairs are not to be removed from the pool deck. Do not drag chairs across pool deck.
- m. Running, horseplay, climbing, ball or Frisbee playing or other noisy activities are not permitted in or near pool area. Parents are responsible for the behavior of their children.
- n. Glassware is not permitted in or near the pool area, only non-breakable plastic containers (State Law).
- o. Pets are not permitted in pool area, even if carried.
- p. Pool chairs may not be removed from the pool deck.
- q. In order to provide for proper safety, food or beverages shall be consumed at the pool only in the area designated by the Association.
- r. The Association reserves the right to require residents to provide proper identification to gain access to the pool.
- s. No parties may be held on the pool deck or other Common Element without the prior approval of the Association.
- t. Owners must accompany their guests to the pool at all times. No more than two (2) guests are permitted at any time.

### 30. **FITNESS CENTER – RULES**

- a. Hours; daily 6:00am to 11:00 pm.
- b. The Fitness Center is for the exclusive use of Parc Central East residents.
- c. The Fitness Center is restricted to residents over 16 years of age.
- d. Appropriate clothing and footwear are required at all times.
- e. Place weights and other equipment in their correct location.
- f. Food is not permitted in the Fitness Center. Beverages are permitted only in plastic bottles or covered containers.
- g. Smoking is not permitted.
- h. Please limit use of equipment to 30 minutes when someone is waiting to use the equipment.
- i. Machines are to be wiped clean by the user after each use.
- j. A towel is required for use in the fitness center.

- k. Do not make repairs or modifications to any piece of equipment.
- l. Do not drop or break weights, stomp on treadmills, or otherwise abuse the equipment.
- m. Radios, CD players, MP3's, iPods etc must be used with headphones.
- n. All problems or equipment in need of repair should be reported to the Parc Central East management office during office hours or to the front desk after hours.
- o. Misuse of the equipment, improper conduct or lack of respect for the rules and regulations can result in a fine. Should any resident cause damage to the Fitness Center or any equipment located in the fitness center, such costs shall be assessed against the appropriate Unit.

### 31. **RULES AND REGULATIONS ENFORCEMENT**

32. These Rules and Regulations will be enforced as follows:

- a. Violations should be reported to the manager of the Association, in writing, and not to the Board or to officers of the Association.
- b. Violations will be called to the attention of the violating Unit Owner by the manager. The manager will also notify the Board.
- c. Disagreements concerning violations will be presented to, and be judged by, the Board, which will take appropriate action.
- d. Unit Owners are responsible for compliance by their family members, guests, invitees, employees and lessees with these Rules and Regulations.

***The Board of Directors of the Association reserves the right to make additional Rules and Regulations as may be required from time to time. These additional Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted.***

In the event any Rule or Regulation heretofore set forth or hereinafter promulgated, or any sentence, clause, paragraph, phrase or word thereof is determined to be invalid or unenforceable, all remaining provisions or portions thereof shall be and shall remain in full force and effect.