

RULES & REGULATIONS



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INTRODUCTION

FOREWORD

- The Rules & Regulations is a manual, that Unit Owners, as well as Residents, must comply with, that condenses the Federal laws, Florida State Statutes, Law and Code for Florida Condominiums, together with the Association's Declaration of Condominium and ByLaws, as well as the Rules and Regulations adopted by the Association. In addition, where applicable, the Broward County and Fort Lauderdale ordinances, code, regulations also must be adhered to.
- This manual is to ensure that all unit owners, and residents, have a right to enjoy the building in a respectful way without causing harm to others or the building.

AMENITIES

POOL DECK

General

- Doors to the Pool Deck will be locked from 12AM to 7AM, 7 days a week.
- Residents will be limited to no more than 5 guests per unit at any one time.
- Anyone under the age of 13 must be accompanied by an approved resident who is at least 18 years old at all times for supervision and to ensure proper use of equipment and treatment of the Pool Deck amenities.
- Guests may only use the Pool Deck amenities when accompanied by an approved resident who must be present at all times.
- Pets are not allowed on the Pool Deck.
- Proper attire is required at all times. When going to/from pool deck, bathing attire cover-ups or a shirt, and shoes, must be worn. A towel is not adequate.
- The use of the Pool Deck amenities is at the sole risk of the user.
- Residents are responsible for their guests.
- Any individuals who appear intoxicated, or are a nuisance to other Pool Deck users, may be directed to immediately leave the Pool Deck by Management staff. If unruly, Management staff has been instructed to call the police.
- Residents must clean up after themselves and their guests including, without limitation, depositing garbage into the proper receptacles.
- Residents shall report any problems immediately to the Front Desk at 954-760-7553.

Prohibited Activities

- In order for all residents and guests to enjoy the Pool Deck amenities, the following activities, including but not limited to, are prohibited:
 - Glass of any kind (zero tolerance)
 - Food, beverages and gum within 3 feet of the pool or spa edge
 - Animals/pets
 - Floating devices, such as floats or noodles
 - Fireworks
 - Loud noise
 - Climbing on planters or railings
 - Flying of objects, such as drones
 - Smoking, except in designated area

Pool and Spa

- Pool and Spa hours of operation (use) are from Sunrise to Sunset.
- Pool capacity is limited to 24 people.
- Guests may only use the Pool or Spa when accompanied by an approved resident who must be present at all times.
- Anyone using the pool unaccompanied must be a proficient swimmer.
- Individuals must shower using the outdoor shower before entering the pool or spa.
- Individuals must dry themselves, including their feet, prior to entering the building from the pool or spa, including entry for restroom use.
- No diving into the pool.
- Any individual who is incontinent, or not fully toilet-trained, must wear appropriate swim diapers when using the pool or spa.

Barbecue Grill

- Hours of operation (use) are from 10am to 9pm, 7 days a week.
- Use of the gas barbecue grill is on a first come, first served basis.
- Due to the inherent danger involved in use of the barbecue grill, no person under the age of 13 shall use the barbecue grill.
- Persons between the ages of 13 and 17 must be accompanied by an approved resident at least 18 years old to ensure proper use of equipment and treatment of the facility.
- Guests may only use the barbecue grill when accompanied by an approved resident who must be present at all times.
- Maximum time a resident may use the barbecue grill is 1 hour when others are waiting to use it.
- After barbecuing, residents must clean the barbecue grill and counter area and leave area clean for the next resident.

CLUB ROOM AND BISTRO LOUNGE

General

- Hours of operation (use) are from 10am to 12am, 7 days per week.
- Residents will be limited to no more than 5 guests per unit at any one time.
 - Groups larger than 5 guests per unit are considered a Private Event (see below).
- Anyone under the age of 13 must be accompanied by an approved resident at least 18 years old at all times when using the Club Room or Bistro Lounge for supervision and to ensure proper use of equipment and treatment of the Club Room and Bistro Lounge.
- Guests may only use the Club Room and Bistro Lounge when accompanied by an approved resident who must be present at all times.
- Pets are not allowed in the Club Room and Bistro Lounge.
- Proper attire is required (such as shirt, shorts and shoes).
- No wet clothing or towels are permitted. No suntan lotions or oils are permitted.
- Any food or drinks brought in must be kept and served in the bar area.
- Residents may use the refrigerator, however, no items may be left overnight.
- Food and/or drink consumed on the carpeted areas and tables must be placed on a plate or coaster.
- The consumption of alcoholic beverages is permitted for adults 21 years old and above.
 - The front desk staff may require photo identification.
 - Any individuals who appear intoxicated, or are a nuisance to others, may be directed to immediately leave the Club Room and Bistro Lounge by Management staff. If unruly, Management staff has been instructed to call the police.
- Furniture, if moved, must be put back in its original condition and location.

- After using the facilities, residents must clean the area thoroughly, including the kitchen, and remove trash from the area.
- Residents shall report problems immediately to the Front Desk at 954-760-7553.

Use

- Non-Commercial use of the Club Room by Approved Residents is allowed.

Prohibited Activities

- In order for all residents and guests to enjoy the Club Room and Bistro Lounge, the following, including but not limited to, is prohibited:
 - Sleeping on furniture, shoes on furniture, etc.
 - Running, jumping
 - Rough-housing
 - Loud noise
 - Smoking
 - Illegal activities, such as gambling
 - Use of portable gas items, such as sternos

THEATER

General

- Hours of operation (use) are from 10am to 12am, 7 days a week.
- Maximum seating capacity is 13 people.
- The Theater is generally available to residents on a first come, first served basis, with a 4-hour time limit. The room may also be reserved ahead of time through the Front Desk.
- Anyone under the age of 13 must be accompanied by an approved resident at least 18 years old at all times for supervision and to ensure proper use of equipment and treatment of the Theater.
- Guests may only use the Theater when accompanied by an approved resident who must be present at all times.
- Pets are not allowed in the Theater.
- A Driver's License, or similar photo ID, must be provided to the Front Desk by the approved resident to sign out the fob for entry into the Theater.
- If a resident has already signed out the fob, all residents may go in to watch what is currently being shown, unless the Theater has been reserved ahead of time with the Front Desk.
- Proper attire is required (i.e., shirt, shorts and shoes).
- The consumption of alcoholic beverages is permitted for adults 21 years old and above.
- Any individuals who appear intoxicated, or are a nuisance to others, may be directed to immediately leave the Theater by Management staff. If unruly, Management staff has been instructed to call the police if necessary.
- Residents shall remove all garbage and equipment immediately after use.
- Residents shall report problems immediately to the Front Desk at 954-760-7553.

Prohibited Activities

- In order for all residents and guests to enjoy the Theater, the following, including but not limited to, is prohibited:
 - Accessing pornographic sites or movies. Violation of this rule will result in permanent suspension from the Theater.
 - Sleeping and/or shoes on furniture
 - Running, jumping on furniture
 - Rough-housing

- Loud noise
- Talking on cellphones
- Smoking
- Coolers (Club Room refrigerator may be used)

HEALTH CLUB

Fitness Center

- Hours of operation (use) is from 5am to 12am, 7 days a week.
- Resident Usage:
 - Due to concerns of endangerment and improper use of equipment, no person under the age of 13 is permitted to use the equipment in the fitness center nor shall such persons under the age of 13 enter the fitness center unless accompanied by an approved resident who is at least 18 years old.
 - Persons between the ages of 13 and 15 may use the fitness equipment only if accompanied by an approved resident at least 18 years old for supervision and to ensure proper use of equipment and treatment of the facility.
 - Anyone age 16 and above is permitted to use the Fitness Center unaccompanied.
- Guests may only use the Fitness Center when accompanied by an approved resident who must be present at all times. Residents will be limited to no more than 3 guests per unit at any one time.
- Pets are not allowed in the Fitness Center.
- The use of the Fitness Center is at the sole risk of the user. The resident is responsible for their guests.
- Glass, food, gum or open containers are not permitted. Closed, plastic or metal beverage containers are permitted.
- No bulky items that could impede traffic in the Fitness Center, such as strollers or chairs, are permitted in the Fitness Center.
- Proper attire is required (such as shirts, shorts and enclosed shoes). Bare feet, sandals or open-toe shoes are not permitted.
- Loud noise of any kind is not permitted.
- Use of fitness machines is limited to 30 minutes when others are waiting.
- Residents, and guests, must permit others to “work in” between weight sets.
- Residents, and guests, must not drop or throw weights.
- All equipment used must be returned to the appropriate place. This includes placing the weights back on their racks.
- Cardio and weight machines used must be wiped down with gym wipes located near the front door.
- Residents shall report problems immediately to the Front Desk at 954-760-7553.

Sauna and Shower

- Hours of operation (use) are from 5am to 12am, 7 days a week.
- The restroom facilities offer a dry sauna and a shower in each of them.
- Resident Usage:
 - Anyone under the age of 13 is not allowed in the Sauna due to concerns of endangerment and improper use of equipment.
 - Anyone between the ages of 13 and 17 must be accompanied by an approved resident at least 18 years old to ensure proper use of equipment and treatment of the facility.
- Guests may only use the Sauna when accompanied by an approved resident who must be present at all times.
- Pets are not allowed in the Restrooms which contain the Sauna and Shower.
- No more than 5 maximum in each Sauna.
- A maximum of 20 minutes in one sitting is allowed.
- The instructions in the Sauna must be followed completely.

- The Sauna use is at the sole risk of the user. Residents are responsible for their guests.
- Residents shall report problems immediately to the Front Desk at 954-760-7553.

BUSINESS CENTER

- The Business Center, located on the 6th floor, is open 24 hours daily.
- 2 computers and 1 printer are available for resident's use on a first come, first served basis. Anyone under the age of 13 must be accompanied by an approved resident at least 18 years old for supervision and to ensure proper use of equipment and treatment of the facility.
- Guests may only use the Business Center when accompanied by an approved resident at all times.
- Pets are not allowed in the Business Center.
- No pornographic sites, or movies, may be accessed. Violation of this rule will result in permanent suspension from the Business Center.
- Books and CDs are available for residents to borrow and donate.
- Business Center conference room is limited to a capacity of 8 occupants.
- No person may use the Business center for more than 2 hours daily if someone else is waiting to use the room.

DOG PARK

- The Dog Park, located on the first floor, is open 24 hours daily.
- Use of the park is limited to dogs registered with the Property Management Office.
- Dogs must be on a leash at all times.
- Owners are responsible for controlling their dogs while in the park.
- Owners are responsible for damage or injury to any other dog, owners, the park, or any personal property while in the park.
- Owners who bring toys to the park must retrieve these toys when finished playing.
- Owners must properly dispose of waste. Disposable bags are available in the park.
- Smoking is prohibited in the Dog Park due to gas storage tanks nearby.

DAMAGE TO AMENITY AREAS

- Residents and unit owners are jointly and severally liable for reimbursement to the Association for any damages that occur.
- In the event of damage to the Common Elements and Residential Limited Common Elements, the Association will provide notice to the unit owner and resident of the damages incurred, along with an invoice for the repair costs.
- The unit owner shall reimburse the Association for the invoiced amount within 10 days from the date of notice, failing which, the amount due will be deemed an assessment collectible in the same manner as an assessment.
- Guests shall use the Association's Amenities ONLY when accompanied by an approved resident at all times.

COMMON ELEMENTS AND RESIDENTIAL LIMITED COMMON ELEMENTS

PROPER ATTIRE

- Proper attire is required in all Common Elements and Residential Limited Common Elements including amenities, hallways and elevators, etc.

PACKAGE DELIVERY - FRONT DESK

- The Front Desk personnel will accept packages with the following weight restrictions only if the resident has provided verbal or written authorization to the Association to accept packages on behalf of the resident. Package delivery to the Front Desk shall be limited as follows:
 - 50-pound maximum weight if the resident is home to take delivery.
 - 25-pound maximum weight if resident is not home to take delivery.
 - Holding small packages, 25 pounds or less, in the Residential Limited Common Elements storage unit is limited to a maximum of 1 week.
 - If you plan to be away more than 1 week, please ensure no deliveries are made during this time, or make prior arrangements to have an authorized person, such as another resident or temporary visitor/sitter, to pick up a package from the Front Desk. Written authorization must be on file at the Front Desk.
- The Front Desk will accept oversized packages only if residents make prior arrangements.

CART USE

- All residents must return any carts or dollies which they may use to their appropriate locations from where they were taken on the garage floor lobbies or the Valet room immediately after use.

GARBAGE AND RECYCLING

- No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with.
- All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
- All trash to be placed in trash chutes must be bagged. The following items, and items of a similar nature, are prohibited from being placed in the trash chute:
 - Pizza boxes and other cardboard boxes
 - Appliances, furniture, bulky items
 - Sports equipment
 - Plants, trees (including Xmas trees)
- All cardboard boxes placed in the recycling container must be broken down.

PROHIBITED ACTIVITIES

Smoking

- Smoking is not permitted in any interior Common Elements or Residential Limited Common Elements.
- Smoking is only permitted in designated outdoor Common Elements or Residential Limited Common Elements.

Open Containers

- No open containers are allowed in any interior Common Elements or Residential Limited Common Elements. All containers must have lids.

Combustible Materials

- No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Residential Unit or Common Elements or Residential Limited Common Elements, other than cleaning supplies in sealed containers.

Association Employees

- Employees of the association are not to be sent out by unit owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing or supervising employees of the Association.

RESIDENTIAL UNITS

UNIT ACCESS

- The Front Desk personnel will only permit building access to visitors after obtaining resident authorization by telephone, unless the visitor is listed as an authorized visitor on a Unit Access Authorization Form on file with the Front Desk. There are two types of Unit Access Authorization Forms:
 - Permanent: Residents from each unit may designate a maximum of 5 visitors authorized to enter the building. The designations are valid until removed by the resident. This form is generally used for relatives/friends, or routine unit services, such as pet sitters and cleaning people, until you remove it.
 - Temporary: This authorization form authorizes entry in the building for a period of 30 days. This form is generally used for contractors.

RESIDENTIAL LIMITED COMMON ELEMENTS

- The entrances, passages, lobbies and hallways, and any like portions of the Residential Limited Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium or Association property; nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes.
- No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium or Association property, except signs used or approved by the Board.
- No articles other than patio-type furniture shall be placed on the balconies, patios, terraces or lanais, or other Residential Limited Common Elements, including, but not limited to, bicycles.
- No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces, lanais, railings or other portions of the Condominium or Association property.
- No resident shall permit anything to fall from a window or door of the Condominium or Association, nor sweep or throw from the Condominium or Association property, any dirt or other substance onto any of the balconies, patios, terraces, and/or lanais or elsewhere in the building or upon the Residential Limited Common Elements.
- No awning, canopy, shutter or other projection shall be attached or placed upon the outside walls or roof of the building without the prior written consent of the Board of Directors or the Association.
- Residents shall not cause anything to be affixed, or attached to, hung, displayed or placed on the exterior walls, doors, railings, or windows of the building. Notwithstanding the above:
 - Residents may display one portable removable flag in a respectful way.
 - On Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, residents may 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.
 - Residents may display an attachment on the mantel, or frame of the door, of the unit a religious object, not to exceed 3 inches wide, 6 inches high, and 1.5 inches deep.
- The personal property of residents must be stored in their unit, not in the Common Elements or Residential Limited Common Elements.

SATELLITE DISHES

- Installation of satellite dishes will be restricted in accordance with the following:
 - Shall be limited solely to the Unit or any Residential Limited Common Elements appurtenant thereto.

- The Dish may be no greater than 1 meter in diameter and to the extent that the same may be accomplished without:
 - Impairing reception of an acceptable quality signal.
 - Unreasonably preventing or delaying installation, maintenance or use of an antenna.
 - Unreasonably increasing the cost of installing, maintaining or using an antenna.
- The Dish shall be placed in a location which minimizes its visibility.

WINDOWS AND DOORS

- Curtains, blinds, shutters, levelers, or drapes (or linings thereof) which face on exterior windows or glass doors of units shall be white or off-white in color. Any other color shall be subject to approval by the Association.
- No window air conditioning units shall be installed.
- No unit shall have aluminum foil placed in any window or glass door, or any reflective or tinted substance placed on any glass, unless approved in advance by the Board of Directors in writing.
- No signs, advertisements, or unsightly materials shall be placed on any window or glass door or be visible through such window or glass door.

MAINTENANCE AND REPAIRS

General

- The obligation to maintain and repair air conditioning and heating equipment, plumbing, or electrical fixtures, which service a particular unit shall be the responsibility of the unit owner.

Water Shut Off Valves

- When leaving a unit unoccupied for more than 72 hours, the water valves (hot and cold), must be turned to the “off” position.
- It is the responsibility of the resident to know where the water valves are located. Generally, water shutoff valves are located in the laundry room/closet ceiling.

Air Conditioning Unit

- Regularly changing the filter and cleaning the ductwork of the air conditioning unit will increase the efficiency, and prolong the life, of your AC unit.
- Air conditioning in units must be set at 78 degrees or lower at all times.

Resetting Air Conditioning Unit

- When work is being performed on the building’s air conditioning system, it will sometimes be necessary to reset the air conditioning unit serving the individual units. The steps are:
 - Go to breaker box;
 - Shut off breakers to the AC unit;
 - Wait 30 seconds;
 - Turn breaker back on;
 - In 5 minutes, AC should go on and cool.

Major Appliances

Dryers

- Dryer ducts are the responsibility of the unit owners to maintain, repair and/or replace. The ductwork is considered to be within each unit and vents outside the building. As dryers can be a fire hazard when not properly maintained, it is imperative that the lint filter be cleaned after each dryer load. If your dryer is not drying well, it may be due to blocked vents.
- If you have the dryer ducts cleaned by a professional, ensure they understand that the ducts vents are contained in the unit.

- If needed, contact the Property Management Office to determine where ductwork vents.
- **Washing Machines and Refrigerators**
 - Cleaning filters, and having the line flushed regularly will help ensure efficient operation and that water does not back up and cause a flood.
 - The use of non-burstable hoses is required for the washing machine and must be replaced every 5 years.

NOISE AND CONDUCT

- No resident shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the resident's family, employees, pets, agents, tenants, visitors or licensees that will interfere with the rights, comforts or conveniences of other units.
- No resident shall play, or permit to be played, any musical instrument, nor operate or permit to be operated, a phonograph, television, radio or sound amplifier in the unit in such a manner to disturb or annoy other residents.
- No resident shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
- Construction noise, contained to a reasonable minimum level within the unit, during business hours noted below, is permitted.

PETS

General

- Animal cruelty is prohibited, as stated in Broward County Animal Care Ordinance, Sections 4-17 and 4-20.
- Commercial breeding, or boarding, of pets is prohibited.

Permitted

- Two domestic pets maximum (dog or cat) with a 50-pound weight limit per animal. Owners are strongly encouraged to spay or neuter their pets.
- The pet(s) must be registered with the Association prior to moving in, or upon the acquisition of a pet within 4 business days of acquisition of a pet.
 - Registration forms are available at the Property Management Office.
- Pet owners shall provide to the Association a copy of the Broward County Registration for each pet if requested by the Association.
- Domestic fish and caged birds (household type) are permitted, subject to the provisions of the Declaration of Condominium.

Prohibited

- Exotic, or other like pets, are prohibited, including, but not limited to: snakes, spiders, alligators, monkeys, rabbits, mice, hamsters, gerbils, ferrets, iguanas, turtles, or teeth-bearing/flesh-eating fish.
- The following dog breeds, or mixes with these breeds, are prohibited: Pit Bulls, Doberman Pinschers, Presa Canarios, Rottweilers.

Rules

- Pets are not permitted in the recreational facilities: Pool Deck, Club Room and Bistro Lounge, Theater, Health Club and Business Center.
- Pets will be carried, or leashed, at all times by a person who is capable of controlling the animal. This includes, but is not limited to, elevator, lobby, hallways, garages, and stairwells. The leash shall not exceed 6 feet from owner's wrist to pet collar.

- Pets shall only be in the hallways, lobbies, etc. of the building as a direct means of ingress and egress to and from its owner's unit, the elevators or the Dog Park.
- Access to the elevator is on a first come, first served basis, and no priority shall be provided to a person without a pet.
- Pet owners must clean up immediately any urine, waste, vomit, etc. that is deposited in the building's Residential Limited Common Elements, including but not limited to, elevator, lobby, outdoor lobby entrance planters, etc.
- Pets shall not be leashed to stationary objects in the building's Residential Limited Common Elements.
- Pets shall not be left unattended outside the unit or in a vehicle.
- Valet service shall not be used as a pet sitter.
- Pet owners are responsible for any property damage, injury, or disturbances their pet(s) may inflict.
- Pet owners are responsible for the immediate removal and proper disposal of animal waste on all portions of the property.
- Pet owners shall keep their pets clean and free from fleas, ticks and other vermin.
- Every female dog, while in heat, must be kept confined in the unit by her owner, with the exception of the pet needing to perform her normal relief functions.
- Balconies are not to be used to curb pets or to store animal waste or litterboxes.
- Unit owners shall not feed pets other than their own, or any other animal, unless permission has been obtained from the owner.
- No bird or squirrel-type feeders are permitted on the balconies or windows of any unit.

Nuisance Pets

- Pets that are vicious, noisy, or otherwise unpleasant, will not be permitted in the building.
- In the event an animal has, in the sole discretion of the Board of Directors, become a nuisance or an unreasonable disturbance, the Association will provide the resident with a written notice advising of the specific violation and provide a reasonable opportunity for the resident to remedy the situation.
 - Upon failure of the resident to cure a pet violation after notice, the Board may demand permanent removal of the pet from the condominium unit and building and the resident shall comply with the demand.
- The following constitute pet nuisance:
 - Running at large.
 - Damaging, soiling, defecating on or defiling any of the building's Residential Limited Common Elements. This includes, but is not limited, to the lobby and elevator areas, planters, pavers.
 - Causing unsanitary, dangerous or offensive conditions such as causing odors that are detected outside the owner's unit.
 - Making, or causing noises, of sufficient volume to disturb any resident.
 - Attacking, or otherwise interfering with the freedom of movement, persons and other pets in the building's Residential Limited Common Elements (including the Dog Park).
 - Other nuisances as the Board determines in its sole discretion.

Guest Pets

- Guest pets must be registered with the Property Management Office and comply with this Rules and Regulations of the Association.
- The unit owner is responsible for compliance.
- Guest pets shall not stay in a unit for more than 30 days in any one-year period.

Lessee Pets

- Lessees are not permitted to have pets.

OVERNIGHT GUESTS

- A guest is permitted to stay in a unit no more than 30 days per calendar year. If a guest stays more than 30 days in a calendar year, the guest shall be deemed a tenant and subject to the screening requirements.
- Guests shall not use the amenities without the resident being present at all times.

ENTERTAINING

- Residents entertaining more than 15 guests within a unit at any one time must provide a list of all guests to the Property Management Office at least 24 hours prior to the function. Guests who are not on the list will not be given access to the building.
- Guest parking is limited to a maximum of 5 vehicles. Additional vehicles must be approved by the Property Management Office at least 48 hours prior to the unit function and follow the Valet Services requirements.

STORAGE UNITS

- Residents that maintain individual storage units within the building shall keep all personal items inside the storage unit at all times. Storing items outside the storage unit is prohibited.

PARKING SPACES

- Assigned parking spaces, considered Residential Limited Common Elements, are to be used only for parking a registered primary vehicle. No personal storage of any kind is permitted in parking spaces.
- Personal storage of any items in the Parking Garage is prohibited.
- No repair of vehicles shall be made on the condominium property.

COMMERCIAL UNITS

- Commercial Units shall comply with all requirements relevant to Commercial Units stated in the Declaration of Condominium, Bylaws and Articles of Incorporation.

MAINTENANCE ASSESSMENTS

- The Unit owner's monthly maintenance assessments due the Condominium Association must be received by the Association on or before the first of each month.
 - Payment methods available are the Property Management website portal, FSR Click & Pay, or by check.
 - To access the website, the Unit Owner must be registered with the Property Management Office.
- If the Association does not receive the maintenance assessment on or before the 10th day of the month for which it is due, the following charges will apply:
 - An administrative late fee, not to exceed the greater of \$25 or 5% for each delinquent installment.
 - Each delinquent installment shall bear interest at 15% per annum from the date due until paid.

OCCUPANCY AND LEASING

OCCUPANCY

- Occupancy is limited pursuant to City, County, State and Federal ordinances, codes, laws and regulations.
- Residential Units shall be used as a residence and/or home office only. Home office use shall only be permitted to the extent permitted by law and to the extent that the office:
 - Is not staffed by employees
 - Is not used to receive clients and/or customers, and
 - Does not generate additional visitors or traffic into the unit or on any part of the Condominium Property unless a reservation has been made to use the Business Center or Club Room.

KEYS AND KEY FOBS

- It is the responsibility of the Seller/Lessor, to provide unit keys, key fobs, mailbox keys, and storage room keys (if applicable) to the Purchaser/Lessee at the time of closing or lease commencement.
 - If keys are not provided, it is the responsibility of the Purchaser/Lessor to call a Locksmith to re-key applicable locks.
 - If key fobs are not provided, the Property Management Office will provide a key fob at a cost of \$50 each.
 - 1 key fob per registered resident is permitted.
 - Residents between the ages of 13 and 18 residing with an approved resident may be granted a key fob for access.
- The Purchaser/Lessor shall provide a unit key copy to the Property Management Office so the unit may be accessed during an emergency.

LEASING

Unit Owner (Lessor)

- A unit owner, and co-owner if applicable, who chooses to lease their unit is considered an Absentee Official Owner(s) and coded as such within the Association's recordkeeping system.
- Leases may be for a term of no less than 3 months, excluding extensions and renewal.
- A unit may be leased no more than 2 times within a calendar year.
- Leasing of units is limited by a cap effective December 18, 2014 which limits total leased units to no more than 35% of all residential units.
 - Owners who acquired title to a residential unit prior to December 18, 2014 will be given first priority and allowed to lease their units even if it results in more than 35% of residential units rented.
 - To regulate the percentage of leased units, the Board of Directors may, in its discretion and at any time, implement the following registration system: Any unit owner who acquired title to a residential unit on or after December 18, 2014 who desires to lease their residential unit, must place their name on a registration list to obtain Association approval to lease the unit. The Association will provide written approval to lease a residential unit to each unit owner on the registration list in the order in which owners are listed on the registration list; provided, however, that the Association will only provide such approval to lease a residential unit if the leasing of the residential unit will not result in more than 35% of the residential units being rented at any one time. An owner subject to these restrictions must put their name on the registration list at the end of each lease term should the owner desire to renew the lease or enter into a new lease for the unit. The registration system does not negate the requirement that lessees obtain the prior written approval from the Association before moving into a unit.
- When a unit is leased, the Unit Owner is prohibited from using the Amenities, except as a guest. Dual usage is prohibited by the Declaration of Condominium. The lessee shall have all rights associated unless such rights are waived in writing by the lessee.

Lessee

- A \$1,000 Common Elements and Residential Limited Common Elements security deposit is required as a condition of lease approval. If no damage is incurred to the Common Elements or Residential Limited Common Elements, the deposit is refundable at the end of the lease.
- All lessees must abide by the Association's documents, including but not limited to, the Association's Rules and Regulations.
- The lessee has the sole right to use the amenities unless such rights are waived in writing by the lessee for the unit owner or lessor's use.
- Nothing herein negates the requirement that lessees obtain the prior written approval from the Association before moving into a unit.

LEASING APPLICATION PACKAGE

- All potential lessees must deliver a completed Application Package, available from the Property Management Office. The package contains requests for information regarding all prospective lessees, including personal information (personal and financial), residence history and employment history.
 - Anyone not listed as a lessee but living in a unit must be listed as a resident with the Property Management Office.
- Applicants must submit the completed application package and other required documentation at least 21 days prior to any scheduled or lease commencement dates. All paperwork required by the application must be submitted at this time.
 - A non-refundable \$100 administrative fee per applicant, other than spouse, parent/dependent child, which are considered one applicant and must be submitted with the application.
- The Association will issue a written Certificate of Approval acknowledging the lessee as an approved lessee for each new approved lessee.
- All applicants involved in any first-time lease, must personally attend an orientation meeting with the Property Management Office.

VEHICLE PARKING

PARKING GARAGE

- All residents who wish to use the parking garage for their vehicles must be registered with the Property Management Office. One Front Gate Access Card will be provided to each registered vehicle to enter the garage.
 - Primary vehicle: one vehicle is permitted to park in the assigned parking space within the Private Resident Garage.
 - Access to the Private Residential Garage requires a transponder to open the private gate. There is a \$50 fee to activate the transponder. The Transponder must be placed in the front window of the vehicle.
 - The replacement cost for the Private Resident Gate Access Transponder is \$25.
 - The resident shall place a blue decal in the rear window of the primary vehicle to identify the vehicle is authorized to park in the private garage.
 - Secondary vehicle: a resident may lease a parking space in the public portion of the garage on a quarterly basis.
 - The resident shall place a green decal in the back window of the secondary vehicle to identify the vehicle is authorized in the public section of the garage on Floors 3-5. An entrance to the Private Residential Parking Garage is on Floor 4 where access to the condominium elevators is available. A key fob will be required to enter the private garage.

Front Public Gate Entrance

- Residents must ALWAYS use the registered Front Gate Access Card exiting and entering the garage:
 - To prevent unauthorized parking in the public-shared garage, a feature known as “**anti-pass back**” is in operation. This feature requires an “exit” to occur on the vehicle registered with that card before the access card will allow another “entry.”
 - **Exit arm up**: If the Exit arm is up it usually will mean there is no attendant at the gate. Regardless of the arm being up the registered Front Gate Access Card must be used upon exiting to gain re-entry into the garage later.

Resident Private Gate Entrance

- Access to the Private Residential Parking portion requires a registered transponder decal to activate the gate.
 - Temporary Transponder - a temporary transponder is available for short-term use when the primary vehicle is in for repair, and a rental or loaner vehicle is used. The temporary transponder is available

in the Property Management Office. The vehicle must be parked only in the resident's assigned parking space.

VALET PARKING

Residents

- A blue decal (primary vehicle), or a green decal (secondary vehicle), must be displayed in the rear window to use the valet for no charge, tipping is optional. If no decal is displayed, then the valet fee must be paid.
- Access cards to the front garage gates must be left in the vehicle.

Guests

- Residents may purchase for their guests discounted valet stickers for daily parking or a discounted weekly parking pass. Valet parking must be used:
 - Daily: Each sticker costs \$2 and may be purchased from the Property Management Office, or the Front Desk personnel if the office is closed.
 - 1 sticker is required up to a maximum of 6 hours.
 - 3 stickers are required for parking over 6 hours up to 24 hours.
 - 3 stickers are required for each additional day.
 - Weekly: A weekly pass costs \$35 and may be purchased from the Property Management Office. The pass must be shown in the vehicle's front window.
- Guests not using discounted valet stickers from a resident for parking must provide cash payment before their car will be returned and pay at the current rates posted in the Valet Office.

BICYCLE STORAGE RACKS

- Bicycle storage racks are available in a designated area on the first floor on a first come, first served basis.
- Bicycles must be registered with the Property Management Office and display the registered sticker on the bicycle.
- It is the responsibility of the bicycle owner to properly place and lock their bicycle in the designated area.
- Bicycles are not permitted in the lobby. Access to the building is only allowed through the Dog Park or the Loading Dock.
- Owners store their bicycles at their own risk and are responsible for any damage or theft of their bicycles.
- A bicycle inventory is made from time to time to verify bicycles belong to current resident and are registered with the Property Management Office. Bicycles not registered to a current resident will be donated.

EVENT RESERVATIONS

GENERAL

- The Club Room and Bistro Lounge may be reserved by an approved resident.
- Reservations must be made 2 weeks in advance through the Property Management Office.
 - A \$900 security deposit, along with a written description of the event, must be submitted 10 business days before the event.
 - A guest list must be submitted to the Property Management Office 2 business days prior to the event.
 - Failure to provide the guest list at least 2 business days prior to the event will automatically cancel the reservation.
- Reservations are limited to 2 reservations per month per unit on a first come, first served basis.
- The maximum number of people allowed in the Club Room is 50.
- If the event has more than 20 people, a security officer will be required.
 - The cost is \$40 per hour, 4-hour minimum.

- The security officer must remain one hour after the event is finished to ensure all guests are disbursed.
- If alcoholic beverages are to be consumed, there must be a security officer in attendance at all times. If alcohol is served to anyone under the age of 21, the event will be terminated immediately.
- The following valet parking is required based on the number of vehicles attending the event: The additional valet(s) attendant cost must be paid by the resident prior to the event at \$15 per hour for a 4-hour minimum:
 - 5 vehicles - existing valet attendant
 - 6-10 vehicles - one additional attendant
 - 11-20 vehicles - two additional attendants
 - 20+ vehicles - three additional attendants
 - Valet will not retrieve a vehicle of any person who is deemed intoxicated.
- Decorations shall not be affixed to the wall.
- After using the facilities, residents must clean the area thoroughly, including the kitchen, and remove trash from the area. The trash must be double-bagged and disposed of in the large trash container located in the receiving loading dock area on the first floor.
- No reservations will be accepted for holidays, holiday weekends, or other designated blackout periods.

DAMAGES

- Prior to the event, the Property Manager, or other authorized person, will walk through the Club Room and Bistro Lounge with the resident that reserved the Room to inspect the property and note any existing damage.
- After the event, the Property Manager, or other authorized person, will walk through the Club Room and Bistro Lounge with the resident that reserved the Room to inspect the property and note any new damage.
 - If there is damage or cleanup is required, the cost of repair and/or cleanup will be paid from the security deposit and the remaining portion of the security deposit will be returned to the resident that reserved the Room. If the amount of the security deposit is insufficient to pay for the damage and/or cleanup, then the resident and owner will be charged that amount which will be collectible in the same manner as an assessment.
 - If there is no damage, or cleanup required, the full security deposit will be refunded after the event.

MOVING, DELIVERY AND CONTRACTORS

GENERAL

- No moving, large deliveries or contractors is permitted through the Main Lobby. Access is available through the Receiving Area loading dock.
- Hours of operation for the Receiving Area loading dock is Monday through Friday (holidays excluded) from 9am-4:30pm. At 4:30 the loading dock gate closes.
- Elevator and Receiving Area loading dock must be reserved through the Front Desk.
- The Service Elevator must be used by all firms and their employees.
- All companies must have adequate means to move items from the Receiving Area loading dock into the Service Elevator.
 - Receiving Area dimensions are 12' height x 16' width.
 - Service Elevator dimensions:
 - Door: 6' height x 3-1/2' width.
 - Interior: 9' height, 6' width, and 5' depth.
- Association staff will monitor all progress, as well as report any damage to the building's Residential Limited Common Elements, that may occur directly to the Property Management Office.
- Hallways must remain clear for residents.

- All boxes, packing material, old appliances, furniture, construction debris, etc. must be removed from the building's Residential Limited Common Elements.

INSURANCE COVERAGE

- A Certificate of Insurance from the company is required to be provided to the Property Management Office prior to the scheduled visit. Coverage shall include:
 - Naming 350 Las Olas Place Condominium, with the address, as Additional Insured.
 - General Liability coverage of \$500,000 minimum.
 - Comprehensive Auto Liability coverage of \$500,000 minimum.
 - Combined Single Limits and Worker's Compensation Insurance as required by State Law.

MOVING

- A move is defined as transport of furniture, appliances or boxes that requires 3 or more trips on an elevator utilized exclusively for a specific unit to move in a 24-hour period.
- All moves require a minimum 7-day advance elevator reservation.
- The elevator is reserved in 3-1/2 hour blocks, either from 9am to 12:30pm or from 1pm to 4:30pm.
- Any resident moving into the building may pay the Association a \$800 elevator security deposit which will be refunded if there is no elevator damage.
- The move must be completed and the movers must be out of the building by 4:30pm.
- All boxes, packing material, old appliances and furniture, must be removed from the premises.
- Immediate notice to the Property Management Office is required if there is any delay in the start, or completion, of the move that will prevent the move completion on time.

LARGE DELIVERIES

- Large deliveries are defined as any package over 50 pounds, which includes but is not limited to: furniture, appliances or construction materials taken to a unit that can be transported in 2 or less trips on an elevator utilized exclusively for a specific unit in any 24-hour period.
- Deliveries require a 24-hour advance notice to the Front Desk.
- Receiving Area Loading Dock must be used to bring items into the building.

CONTRACTORS

- Contractors are defined as anyone doing work in a unit. This includes work such as flooring, plumbing, painting, closets, window treatments, electrical, etc.
- Work must be scheduled 24 hours in advance.
- All contractors must provide insurance coverage detailed above and also name the unit owner as additional insured prior to work commencement.
- All licensed contractors must supply a copy of their current license prior to work commencement.
- City and/or County, permits are required for any electrical, plumbing or structural work. Permit copies must be supplied to the Property Management Office prior to work commencement.
- A temporary 30-day Unit Access Authorization Form must be completed, and on file with the Front Desk, if the contractor will be allowed access to the unit without the resident being present.
- In the event that the Board of Directors, in its discretion, determines that the work to be done in a unit involves structural, electrical or plumbing modifications, the Association may charge the unit owner an architectural review fee in an amount equal to the costs that the Association incurs in reviewing the plans submitted in support of the request for approval of the work. In no event will the fee for cost reimbursement exceed \$500 per plan review.
 - The written approval of the Board must be obtained prior to commencing any such work.

- In the event damage is done to the Common Elements and Residential Limited Common Elements, the unit owner shall be deemed liable to the Association for any losses or damages which the Association incurs by reason of the failure of the unit owner's contractors to have the required insurance in place.
- Contractors may work in the unit until 5pm, but materials must be out by 4:30pm.
- Association staff may not sign for delivery of materials.
- The Association is not responsible for material, tools, or equipment left behind.
- Working in Common Elements, or Limited Common Elements is not permitted. This includes cutting of moldings, carpeting, tile, wood, etc. in parking spaces, hallways, and balconies.
- Use of restrooms is limited to bathrooms in the unit in which the contractor is working.
- Site Access – Parking:
 - Contractors must offload working materials and equipment in the Receiving Area and immediately park at available public parking areas.
 - Parking in the Building's garage is prohibited.
 - On a case-by-case basis, determined by the Front Desk personnel, service contractors may be permitted to park in the loading dock area, if available.
- All materials and equipment must be transported to the unit immediately. No storage is allowed in the building's Residential Limited Common Elements.

TROPICAL STORMS AND HURRICANES

GENERAL

- Hurricane season starts June 1 and finishes November 30.
- A Site Hurricane Preparation Manual is maintained by the Property Management Office.
- A Unit Owner or occupant who plans to be absent during the hurricane season must prepare the unit prior to departure by designating a responsible firm or individual to care for their unit and furnishing the Association with the name(s) of such firm or individual.

UNIT PREPARATION

- Once a Tropical Storm or Hurricane Watch is issued, residents shall do the following:
 - Remove all items from your balconies within 12 hours. If not removed:
 - The Association and its agents may remove items from a resident balcony and may then charge the unit owner a fee of \$250 for such work. All residents agree to hold the Association harmless for any damages or injury resulting from moving such items off of a balcony.
 - Update your contact information with the Property Management Office.
 - Notify the Property Management Office if your unit has a resident with any special needs.
 - Check faucets to be sure they are closed.
 - Close balcony doors and secure windows.
 - Dispose of trash. If electricity goes out, trash chute will not work, and garbage will back up.

RECORDS INSPECTION AND WRITTEN INQUIRIES

- Each unit shall be permitted to inspect the records of the Association upon written request delivered to the Association by regular mail or hand delivery. Record inspections shall be limited to 3 times per unit in any given 30 day period for up to 4 hours for each inspection.
- The Association is obligated to respond to 1 written inquiry per unit in any given 30 day period. Each question shall be considered a separate inquiry for purposes of this Rule. In the event that a unit owner makes more than 1 inquiry in any 30 day period, the Association is only obligated to respond to 1 and the additional inquiry or inquiries will be responded to in the subsequent 30 day period, or periods, as applicable.

- The Association will not accept written requests for records' inspections from unit owners by e-mail or facsimile. All written requests for records' inspections to the Association must be hand delivered or sent by mail to the Association. All written inquires must be sent in writing to the Association by Certified Mail.

RULES & REGULATIONS COMPLIANCE

GENERAL

- Each of the Rules and Regulations for 350 Las Olas Place Condominium shall be in accordance with all applicable City, County, State and Federal codes, ordinances and regulations.
- Every 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 adopted, and the provisions of the Declaration of Condominium, By-Laws and Articles of Incorporation of the Association, as amended from time to time.
- All of the Rules and Regulations shall apply to all unit owners and occupants even if not specifically so stated in portions hereof.

CUMULATIVE

- These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium. The provisions of the Declaration of Condominium shall control over these rules and regulations in the event of a conflict or doubt as to whether a specific practice or activity is or is not permitted.
- Anything to the contrary notwithstanding, these rules and regulations shall only be applicable to the Commercial Units to the extent expressly provided in the Declaration of Condominium.

FAILURE TO COMPLY

- Failure of an owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof.
- 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, family, guests, invitees, lessees or employees to comply with any covenants, restriction, rule or regulation herein or in the Declaration of Condominium, Articles of Incorporation or By-Laws, provided that the procedures set forth in the Declaration of Condominium are adhered to.
- Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

GRANT RELIEF

- The Board of Directors shall be permitted (but not required) to grant relief to one or more residents from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.