



RULES AND REGULATIONS FOR ANDALUSIA CONDOMINIUM ASSOCIATION. INC.

These Rules and Regulations were adopted on March 14, 2012 and supersede any and all previous rules and regulations including the ones attached to the By-Laws as Schedule A. The Rules and Regulations shall be strictly enforced.

BALCONIES

1. No towels, clothing, rugs or other articles shall be hung or shaken from the balconies or exterior projections. No loose articles shall be left on balconies during hurricane season. No objects may be placed or hung on the railings. No articles other than patio-type furniture shall be placed thereon. No water or other liquids shall be utilized (to water plants, clean balconies or otherwise) in a manner so as to allow them to escape from the balcony on which they are being utilized. All furniture and other personal property shall be removed from balconies upon issuance of a hurricane or tropical storm watch or warning or when the resident of a unit plans on being absent for hurricane season. No flammable, combustible or explosive fluids, chemicals or substances may be kept on any balcony and no open flame cooking shall be allowed on any balcony. Only electrical grills are permitted.

No unit owner or occupant shall permit anything to fall from a window or door of the condominium or the association property, nor sweep or throw from the condominium or association property any dirt or other substance onto any of the balconies or elsewhere in the building or upon the common elements.

BUILDING EMPLOYEES AND CONTRACTORS

2. No one other than a Board member or management shall give orders or instructions to building employees or contractors. Everyone else shall express their requests / concerns to the manager for consideration.

CHILDREN

3. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the condominium property and including full compliance by them with these and other Rules and Regulations of the Association. Loud noises will not be tolerated. All children under 16 years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.

CLEANLINESS

4. Unit owners shall ensure that their units and balconies are maintained in a clean, safe and sanitary manner. No one shall allow anything whatsoever to be thrown or to fall from windows, doors,

balconies or terraces. No sweepings or other substances shall be permitted to escape to the hallways or exterior of the building from the balconies or windows.

CONDUCT

5. No unit owner or occupant shall make or permit any disturbing noises by himself or his family, housekeepers, employees, pets, agents, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other unit owners or occupants. No unit owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated any sound equipment, television, radio or amplifier in their unit in such a manner as to disturb or annoy other residents. No unit owner or occupant shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.

DAMAGE OF PROPERTY

6. No one shall mark, damage, destroy, deface or engrave or change any part of the building. A unit owner shall be responsible for any damage caused by any family member, guest, tenant or invitee including any contractor or any person on the property for the benefit of the unit.

DEPOSITING OF TRASH

7. All refuse, waste, bottles, cans, garbage, etc., must be securely wrapped in medium sized paper or plastic bags, and deposited in the trash chute. Pizza boxes and other boxes should be cut to fit the chute. No bulky objects are to be placed in the chute. No discarded furniture, mattresses, or cartons are to be left anywhere on the common elements. Contact the manager's office for proper disposition of bulky items. All construction debris must be removed by the owner or their contractor at their sole cost and expense and shall not be placed in the Association's trash receptacles.

DOORBELLS

8. Unit owners are permitted installation of a wireless doorbell. The condominium management office must approve the model/type of the wireless doorbell before installation. Door bells are only to be installed on the frame of the door nearest the door handle.

EXTERIOR APPEARANCE

9. 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 of Directors. Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the building or on the common elements.

EXTERIOR DISPLAYS

10. A unit owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the building. Notwithstanding the foregoing, any unit owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans day, may display in a

respectful way portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

GREAT ROOM USE

11. No live bands or DJs will be allowed for events held in the great room. Great room use is limited to hours between 9:00 a.m. and 11:00 p.m., Sunday through Thursday, and 9:00 a.m. through 12:00 a.m. on Friday and Saturday. Use of the great room must be scheduled in advance with the management office and any person desiring to use the great room will be required to complete the reservation form and pay the \$50.00 usage fee and \$500.00 refundable deposit in advance of such use. The great room shall be used only for recreational purposes and shall not be used to conduct or carry on any business or for solicitation.

Failure to comply with any provision of the reservation form, and including but not limited to failure to return the great room in a clean and orderly manner will result in double retainer fees for future use of great room. Also, the association will contract a cleaning crew and will deduct the fee from the \$500.00 deposit if the great room is not clean and orderly after use.

The user of any of the TV and audio remote controls for electronic equipment located in the recreational rooms will be responsible for any damage or loss while under the care of said remote(s).

In addition to these rules, each person is obligated to comply with all provisions of the Declaration and By-Laws for the association. Without limiting these obligations, attached are occupancy and use restrictions contained in Article XVII of the Declaration of Condominium.

HAZARDOUS SUBSTANCES

12. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any unit or on the common elements.

HURRICANE PREPARATIONS

13. A unit owner or occupant who plans to be absent during the hurricane season must prepare their unit prior to departure and to have the balcony cleared of all items.

HURRICANE SHUTTERS

14. Hurricane shutters shall only be installed in accordance with guidelines established by the Board of Directors. Hurricane shutters may only be closed upon issue of a storm warning and must be reopened within seven (7) days after storm warnings have been discontinued.

KEYS FOR EMERGENCY ACCESS

15. Each owner shall ensure that the association has a key or keys necessary to gain access in the event of an emergency (such as a water leak) to any unit in accordance with the right of the association to access units under the provisions of the governing documents and the condominium act. Failure to provide a key to the office will result in the owner being responsible for all costs incurred to gain access to the unit and damage caused by the emergency.

LEASING

16. In the event an owner wishes to lease his/her apartment, said owner agrees to notify the management office in compliance with the Declaration of Condominium and By-Laws of the Association. Lease agreements shall incorporate a copy of the Rules and Regulations, shall require compliance therewith and shall be subject to termination for violations thereupon 24 hours notice and without abatement of rent and shall prohibit assignment and sub-leasing. Applications are secured from the manager. Residents moving to a different apartment within the building must abide by the above By-Laws except for the requirement of a screening interview. Units can only be leased once in a twelve month period.

MOVING

17. Moving furniture to and from apartments, including furniture deliveries, must be scheduled between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. No moving is allowed after-hours, weekends, or holidays so please plan accordingly. The management office must be notified in advanced of the date and time of moving so that they can reserve the service elevator. A \$100 fee for moving in or out the condominium building must be paid in advance of any move. It is the responsibility of the resident / movers to cover the carpet with protective material during the move and to remove it when the move is completed. If moving of furniture in and out of the building extends beyond 5:00 P.M., there will be a \$250 per hour additional charge until 7:00 P.M. at which time the move will end whether it is completed or not. All such fees are non-refundable. A refundable security deposit of \$500 is required to move in or out of the building.

OBSTRUCTION

18. The sidewalks, entrances, passages, lobbies and hallways and like portions of the common elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the condominium property; nor shall any carts, bicycles, carriages, chairs, tables or any other objects be stored therein, except in areas (if any) designated for such purposes.

OCCUPANCY

19. No one except an owner, approved tenant or their immediate family shall be allowed to occupy a unit. Occupancy shall be limited to two (2) persons for each bedroom in a unit. Guests staying longer than 5 days must register with the front desk.

PARKING

20. Parking in the loading dock area by residents is permitted only for loading and unloading of vehicles and should not exceed 15 minutes. Vehicles left over 15 minutes are subject to be towed at the owner's expense. Residents are not permitted to park in the spaces designated for others in the parking garage. No vehicle may be parked except in a space assigned for the unit or designated for common use. Guests and other persons not residing in the unit must park in spaces set aside for such purposes. No vehicle which is not operable or which does not have a valid license plate or registration may be kept in the areas designated for parking.

PERSONAL PROPERTY

21. The personal property of unit owners and occupants must be stored in their respective units or storage units.

PETS

22. Only owners and their guests are permitted to have pets in the units. Tenants are not permitted to have pets. Dogs, cats, birds, and fish are the only pets permitted in the building. Reptiles, wildlife and other animals shall neither be kept nor maintained in or about the units or condominium property. The following restrictions apply to pets, in addition to the applicable terms of the Declaration:

- (a) Dogs and cats shall not be permitted outside of their owners unit unless attended by an adult and on a leash not more than 6 feet long. Said dogs and cats shall only be walked or taken upon those portions of the common elements designated by the association from time to time for such purposes. No pets are permitted in the courtyard. Exiting and entering the building with a pet is only permitted through the loading dock area and using the designated elevator. Pets are not permitted to be left unattended on the balconies. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the condominium.
- (b) Pets are limited to a maximum of 2 per unit. Dogs are not permitted to exceed 45 lbs per pet. Any pets exceeding this weight limit at the time this rule was adopted have to be registered with the office and will be grandfathered in.
- (c) Caged domestic (household-type) birds may be kept in the units, subject to the provisions of the Declaration.
- (d) Unit owners shall pick up all waste from their pets and dispose of same appropriately.

PLUMBING

23. Water closets and other plumbing shall not be used for any other purpose than those for which they were constructed. No sweeping, rubbish, rags or other foreign substances shall be thrown therein. The total cost of all maintenance, repairs and replacements connected with any such misuse shall be borne by the person who is using the plumbing system or the owner of the unit.

RADIOS, TELEVISIONS & SATELLITE DISHES

24. All radios, stereos, televisions and other equipment which emits sound must be kept at a level which will not interfere with the right of any other person on the condominium property. There shall be no radio and/or aerial or antenna installed by individual owners on the exterior of the building except one completely within a unit or a limited common element balcony or terrace.

Installation of satellite dishes shall be restricted in accordance with the following: (i) installation shall be limited solely to the unit or any limited common elements appurtenant thereto, and may not be attached to or hung from a balcony railing nor may be on the common elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the common elements and shall not extend beyond the vertical plane of the limited common elements, or (d) be placed on or attached to balcony railings. Installation shall be completed using an engineering detail approved by the Board of Directors and in compliance with City of Coral Gables governing laws.

RECREATIONAL FACILITIES

25. All persons shall abide by Rules & Regulations pertaining to recreational facilities. Persons under the age of 16 must be accompanied by a responsible adult when entering and/or utilizing recreational facilities. The parent or legal guardian shall be responsible at all times for the actions of their children.

ROOF

26. No one is permitted on the roof for any purpose. Access to the roof shall only be allowed through the manager.

SHOPPING CARTS & LUGGAGE RACKS

27. Shopping carts and luggage carts must be returned after use to the proper area designated by the Board of Directors.

SMOKING

28. Smoking is prohibited in all common areas.

SOLICITATION & BUSINESS USE

29. No bills, cards or papers of any kind shall be posted or distributed on the common elements or to any unit without such prior approval in writing. No business use of any kind shall be made of the common elements

WINDOW AIR-CONDITIONING UNITS / WINDOW TREATMENTS

30. No window air-conditioning units may be installed by unit owners or occupants. No unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door. Curtains and drapes (or linings thereof) which face on windows or glass doors of units shall be white / off white and subject to disapproval by the Board of Directors, in which case they shall be removed and replaced with acceptable items.

RENOVATION REMODELING ALTERATIONS OF UNITS

31. All renovations, remodeling and alterations of the units is subject to the Rules and Regulations contained on the Architectural Modification Form available from the condominium management office.

FAILURE TO COMPLY

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, By-Laws and Articles of Incorporation of the Association, as amended from time to time. 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, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than 14 days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, Association By-Laws, or Association Rules and Regulations which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the association.

(b) Hearing: The non-compliance shall be presented to a committee of other unit owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and 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 committee. A written decision of the committee shall be submitted to the owner or occupant by not later than 21 days after the meeting.

(c) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time.

(d) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(e) Payment of Fines: Fines shall be paid not later than 30 days after notice of the imposition thereof.

(f) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) 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 or occupant.

ADDITIONAL PROVISIONS

In addition to these rules and regulations shall be cumulative with the covenants, conditions and restrictions set in the Declaration of Condominium, provided that the provisions of same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted.

(a) Requirements that leases or lessees be approved by the Association (if applicable); and

(b) Restrictions on the presence of pets; and

(c) Restrictions on occupancy of units based upon age (if any); and

(d) Restrictions on the type of vehicles allowed to park on condominium property.

All of these Rules and Regulations shall apply to all other owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more unit owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.