

MILLER GARDENS, INC.

PLEASE READ THE FOLLOWING INSTRUCTIONS BELOW **BEFORE MAILING OR BRINGING YOUR APPLICATION**

Application for Consent to Sale, Lease, or Occupancy

If you have any questions or require additional assistance, please do not hesitate to contact us via email at Millergardens@FloridaAdvanced.com.

Application **MUST BE** filled out and signed. **Missing or incomplete applications and/or documents will NOT be accepted.** **NO FAXES ALLOWED; ORIGINAL SIGNATURES ONLY.** Do NOT print front & back, double-sided copies are NOT allowed.

The application **processing time** may take **up to 20 business days from the date after receipt of the completed application** and all other required documents requested by the Association. The Board of Directors will have ten (10) additional WORKING days to review the package to approve or disapprove the applicant(s) **PLEASE DO NOT CALL THE MANAGEMENT COMPANY FOR STATUS AS THIS WILL DELAY THE PROCESS, WAIT UNTIL WE CONTACT YOU.**

- Complete application, if married and last name is different, must present a marriage certificate.
- Payment for the application fee
- Authorization for release of credit report
- Photocopy of picture ID
- Photocopy of valid unexpired vehicle registration
- Copy of fully executed sales/rental agreement
- **RENT ONLY** - Security Deposit - One month rent (Payable to **Miller Gardens**)

The application fee is \$150.00 per person (except husband/wife), NON-REFUNDABLE, and payable with MONEY ORDER to Florida Advanced Properties.

Restrictions:

- Move-in/move-out & deliveries: Between the hours of 9 am to 4 pm Monday – Friday. NO MOVING OR DELIVERIES ON WEEKENDS OR HOLIDAYS. Must inform the management office at least 48 hours prior.
- If you are having work done in your unit it must be done between 9 am to 4 pm Monday – Friday. Must inform the management office at least 48 hours prior.
- All **boxes** must be flattened and taken to the **1st floor trash room only**, located in the outside corner of each building wing. **CAN NOT be disposed in the recycling room** located in the lobby.
- NO COMMERCIAL VEHICLES ARE ALLOWED.
- OCCUPANCY: 2 Bedrooms - Max 4 occupants | 3 Bedrooms - Max 5 occupants

If approved, once approval is ready, who do we contact for **PICK UP**:

Name: _____

Cell Phone: _____ Email: _____

Screening Application Addendum

Property Address: _____
Street
City/State
Zip

Current Owner's Name: _____

Current Owner's Telephone: _____ Owner's Email: _____

Owner's Mailing Address: _____

- All maintenance fees must be current at the time of application. **The Association has the authority to withhold the approval of a lease or any renewal or extension thereof until the assessments due and owing on the Unit is current.**
- **Owner(s) please note** that according to Florida Statutes, **Section 718.116(11)**, if the Parcel is occupied by a tenant and you are delinquent in paying any monetary obligation due to the Association, the Association may make a written demand to the tenant to pay to the Association the future monetary obligations related to the Parcel, and the tenant must make such payment. **If the owner(s) and/or tenant(s) have a security deposit these funds may be transferred to the maintenance obligations, but must be replaced for the tenant to continue to live in the community and the maintenance must be kept to date.**
- Any person over the age of 18 must submit an individual application unless married and pay a fee per application.
- Acceptance of the processing fee does not, in any way, constitute approval of this transaction.
- New residents must be approved in written form by the Association, with ten (10) days in advance notice to move in.
- Applicants(s) will abide by all of the restrictions contained in the By-Laws, Rules & Regulations which are or may be imposed by the Condominium.
- **If sale, the buyer agrees to provide the Management Company with a copy of the Closing Statement no later than seven (7) days after the closing date.**
- The owner is responsible for the cost of eviction of any tenant(s) upon request of the association.
- **The lease is subject to renewal at the end of the lease term.**
- Applicant(s) understand that any violation of terms, provisions, conditions and covenants of the Condominium documents provides causes for immediate action as therein provided or termination of the leasehold under appropriate circumstances.
- The tenant(s) has received by the owner, copies of the association rules & regulations and understands the association's policy before applying.
- **Tenants are NOT ALLOWED to have any kind of pet.**
- Any pending violation must be corrected before approval. Violation of the Rules & Regulations which are not complied with either by the tenant and/or owner as requested by the association may be corrected by the association and the cost will be applied to the owner's account or deducted from the security deposit, if applicable.
- **THERE IS ONLY BE 2 CARS ALLOWED PER UNIT, must purchase decal for each vehicle at \$25.00 each, payable with Money Order to Miller Gardens.**

I certify that I have read and understood the above application and restrictions.

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

Application for Consent to Sale, Lease or Occupancy

Date: _____ Is this an investment property: Yes (____) No (____)

MUST BE FILLED OUT – NO BLANK SPACES – Please print clear

Owner's Name: _____ Telephone: _____

Owner's Mailing Address: _____

Owner's Email Address: _____

Name and Telephone of Realtor: _____

APPLICANT(S) INFORMATION

NAME of Proposed Buyer(s) (as they will appear on Title) OR Tenant

a) _____ b) _____

NAME, AGE AND RELATIONSHIP of ALL other family members that will occupy the unit:

NAME	AGE	RELATIONSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. I hereby agree for myself and on behalf of all persons who may use the property which I seek to purchase/rent that we will abide by all the restrictions contained in the By-Laws, Rules and Regulations, Condominium Documents and restrictions which are or may in the future be imposed by the Board of Directors of the community.
2. I have _____ have not _____ received from the current owner a copy of all the Condominium Documents and Rules and Regulations.
3. I understand that the acceptance for purchase of a property is conditioned upon the truth and accuracy of this application and the approval of the Board of Directors. Occupancy before final approval is prohibited.
4. I understand that the Board of Directors of the community hereinafter referred to as "the Community Association," may cause to be instituted such as an investigation of my background as the Board of Directors may deem necessary. Accordingly, I specifically authorize the Board of Directors or their agents to make such an investigation and agree that the information contained in this and the attached application may be used in such investigation and that the Board of Directors of and Officers of the Community Association itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board.

In making the foregoing application, I am aware that the decision of the Board of Directors will be final and that no reason will be given for any action taken by the Board of Directors. I agree to be governed by the determination of the Board.

Signature of Applicant

Signature of Co-Applicant



5730 SW 127 Ave | Miami, FL 33183

T: 305.382.4348

Name: _____
(Last) (First) (Middle)

Co-Applicant: _____
(Last) (First) (Middle)

Applicant Cell: _____ Co-Applicant Cell: _____

Email: _____ Email _____

Present Address (NOT the address you are moving to): _____
(Street)

(City) (State) (Zip)

Present Landlord/Mortgage Company (NOT for the address you are moving to):

(Name) (Telephone)

Date of Birth: _____
(Applicant) (Co-Applicant)

License Number: _____
(Applicant) State (Co-Applicant) State

Children: _____ Pets: _____
(How many and ages) (Description and approximate weight)

Total Number of people to occupy premises: _____

Is Co-Applicant spouse? If not, specify relationship: _____

In case of Emergency, notify: _____ Telephone: _____

ONLY TWO (2) VEHICLES PER UNIT ALLOWED, ALL VEHICLES MUST HAVE A PARKING DECAL

Make, Model & Color: _____ Tag Number: _____
(Vehicle 1)

Make, Model & Color: _____ Tag Number: _____
(Vehicle 2)

EMPLOYMENT INFORMATION:

(Applicant's Employer) (Employer's address)

(Position) (Date of Employment) (Employer's telephone)

(Co-Applicant's Employer) (Employer's address)

(Position) (Date of Employment) (Employer's telephone)

NAME & PHONE OF RELATIVE: _____

CHARACTER REFERENCES OTHER THAN RELATIVES:

_____ (Name)	_____ (Home telephone)	_____ (Office/work telephone)
_____ (Name)	_____ (Home telephone)	_____ (Office/work telephone)
_____ (Name)	_____ (Home telephone)	_____ (Office/work telephone)

Approval is hereby granted to Florida Advanced Properties as an agent, to investigate all information supplied on this application and full disclosure of pertinent facts may be made to Miller Gardens is authorized to obtain credit rating through a credit reporting agency.

Signature of Applicant

Signature of Co-Applicant

Date: _____

Date: _____

Lease is subject to renewal at the end of the lease term

**ONCE YOU ARE APPROVED, IT IS THE RESPONSIBILITY OF THE APPLICANT
TO GO TO THE MANAGEMENT OFFICE AND OBTAIN THEIR PARKING DECALS,
ALL VEHICLES WITHOUT DECALS WILL BE TOWED AT OWNER'S EXPENSE.**

NO COMMERCIAL VEHICLES ARE ALLOWED.



AUTHORIZATION TO RELEASE INFORMATION

I hereby authorize, **Florida Advanced Properties** herein referred to as *Association* and/or its assigns to conduct a comprehensive review of my background through a consumer report and/or an investigative consumer report to be generated for occupancy. Said report may contain information about me from consumer reporting agencies including but not limited to indebtedness, mode of living, present and previous employers and/or employment contracts, driving record/license, validity of social security number, personal references, criminal records, credit history through a consumer credit report, and any information that I have disclosed on my applications and/or any attachments, exhibits.

I authorize the *Association* may contact others who may be able to provide information as to my background, character, and general reputation and authorize without reservation any party or agency contacted by the *Association* to furnish the above mentioned information.

I hereby affirm that my answers to all questions on my application, this authorization form and/or any attachments, exhibits and/or resumes are true and correct and that I have not knowingly withheld any facts or circumstances that would, if disclosed affect my application.

This authorization and consent shall be valid in original, fax or photocopy form.

I authorize the ongoing procurement of the above-mentioned information/reports by the *Association* at any time during my occupancy with the *Association*.

The nature and scope of the consumer report and/or investigative consumer report along with the name, address and telephone number of the agency providing the report will be disclosed to you upon timely written request, and within 5 days of the request.

A copy of the consumer report and/or investigative consumer report, a copy of the Summary of Your Rights Under FCRA along with the name, address and telephone number of the agency furnishing the information will be provided before any adverse action is taken by the *Association* based on information contained in the report.

Upon proper identification and payment permissible by law, you have the right to request from the *Association* a copy of any information in its file on you at the time of your request.

By signing below, I acknowledge understanding of the purpose of this Authorization Form and its intended use.

Applicant Information

Print Name: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Driver License Number: _____ Driver's License State _____

IMPORTANT: The following information will be used by United Screening Services Corporation for identification purposes only to perform a background check. This information will not be used as part of the decision process of your prospective Association.

Maiden, Other and/or Former Name(s) _____

Race/National Origin: _____ Gender: Male Female Date of Birth: _____

Signature: _____ Date: _____

MILLER GARDENS, INC.

VEHICLE REGISTRATION FORM

Unit Owner's Information

Unit Owner's Name(s): _____

Property Address: _____ Unit # _____

Mailing if Different (if different from above) _____

Cell # _____ Email: _____

Tenant Information (If applicable)

Tenant's Name(s): _____

Cell 1: _____ Email 1: _____

Cell 2: _____ Email 2: _____

REGISTERED VEHICLE INFORMATION

Unit Owners are only entitled to 2 parking space(s), per unit!

DECAL #1 _____ DECAL #2 _____

INFORMATION FOR VEHICLE 1

Make: _____ Model: _____ Year: _____

Tag Number: _____ Color: _____

INFORMATION FOR VEHICLE 2

Make: _____ Model: _____ Year: _____

Tag Number: _____ Color: _____

ALL UNIT OWNERS MUST READ AND UNDERSTAND THE FOLLOWING:

All vehicles can be registered by the Unit Owner(s) only or approved tenants. In order to register the vehicle the association requires copy of Driver License, vehicle registration and proof of insurance. If resident's vehicle is registered under a different name, please provide written consent by vehicle owner authorizing resident of vehicle use. Each unit is entitled to 2 parking decal(s), one per vehicle! **Decal purchase is \$25.00 each and only money order is acceptable, payable to Miller Gardens.** In addition, any residents not following the rules & regulations of the parking in the association will be towed.

I have read the above mentioned, and understand fully.

Print Owner's/Tenant's Name

Signature

Date:

MILLER GARDENS, INC.

Acknowledgment of Board Interview

I _____ and _____
hereby acknowledge that all future tenant(s)/owner(s) of MILLER GARDENS is/are subject to a
personal interview by the Board of Directors prior to the Association's approval.

The Associations hold interviews as needed. **Interviews are IN PERSON**, at the onsite Clubhouse
located within the Condominium at 5730 SW 127 Ave., Miami, FL 33183. **NO phone or web
interviews are allowed.** All interviews must be scheduled at least four (4) days in advance.

Moving is not permitted until you have received the approval letter signed by the Board of Directors
from the Management Company. **NO EXCEPTIONS WILL BE MADE.**

Tenant's Signature

Date

Print Name

Tenant's Signature

Date

Print Name

MILLER GARDENS, INC.

Acknowledgement of Rules and Regulations

Purchase _____ Lease _____ Occupancy _____

I, _____ and _____ who will
reside at _____, Unit _____ at Miller Gardens, acknowledge
that I am/we are in receipt and have read and understand the Rules and Regulations given by the
buyer or landlord and agree to abide by them or any further changes/additions to them.

I understand that all persons living in my home over the age of 18 will be screened and approved by
the association and any unapproved tenants will be evicted at Owner's expense.

Tenant's or Buyer's Signature

Date

Print Name:

Tenant's or Buyer's Signature

Date

Print Name:

MILLER GARDENS, INC.

Acknowledgment of Pet Regulation Agreement

All **owners/residents** of Miller Gardens that have pets will have to register their pets with the on-site management office. In order to register your pet, you must provide proof of vaccination with a certificate stating the pet's breed and weight. All pets weighing over 20 pounds must be removed from the community.

All dogs must be walked on a leash at all times and taken to the designated pet area. This regulation is mandatory and all violators will be fined \$250.00 and will be legally enforced to remove the privileges of having pets.

Tenants are NOT ALLOWED to have any kind of pet. Violation of this agreement constitutes grounds for the removal of tenants.

This section is ONLY for prospective TENANTS

I/We, _____ and _____ who
will reside at _____, Unit _____ at Miller Gardens,
acknowledge that I am/we are in receipt and have read and understand the Pet Regulations given
and agree to abide by them or any further changes/additions to them. Also agree that I/we will not
bring exotic pets, farm animals, cats or dogs in the unit.

Tenant's or Buyer's Signature

Date

Print Name:

Tenant's or Buyer's Signature

Date

Print Name:



5730 SW 127th Ave. | Miami, FL 33183
Phone: 305-382-4348 | Fax: 305-382-4480

Rules & Regulations

- 1) **Architectural Modification**. 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. The construction plan shall include the following:
 - a. Plans and Specifications for all work to be performed.
 - b. Anticipated commencement date.
 - c. Anticipated completion date.
 - d. Anticipated delivery schedule.
 - e. If necessary, engineering report confirming reviews of structural load capacity.
 - f. List of all contractors, sub-contractors with supervisory personnel and contact telephone numbers.
 - g. Licenses and Certificates of Insurance.

Building permits application as required by local governing authorities.

Upon review of the information submitted to the Association's Review Committee, the Owners will be notified in writing within 30 working days if the required has been approved or denied. Completed flooring installation requests may be submitted separately from other improvements and will be expedited.

- 2) **Association Employees**. Employees of the Association are not to be engaged by Unit Owners and/ or Occupants for personal 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.
- 3) **Balconies, Terraces, and Patios**. Enclosures by screening glass or otherwise of balconies, terraces, or patios are prohibited. No articles except suitable furniture, plants, and planters shall be placed on balconies, terraces, patios, or similar areas. No objects shall be hung from balconies, terraces. No cloth, clothing, laundry, rugs, mops, or any other article(s), shall be hung upon, or shaken from doors, windows, balconies, terraces, or exterior walls. Specially No BBQ Grills or any type of fire hazard.
- 4) **Children**. 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.
- 5) **Cleanliness**. Unit Owners shall not allow anything to be thrown, or to fall, from doors, balconies, or terraces. No sweeping, or other substances (water) shall be permitted to escape to the exterior of the building from the doors, balconies, or terraces. Garbage cans, laundry, dry cleaning, supplies, or other articles shall not be placed in the corridors or on staircase landings.
- 6) **Commercial Vehicles**. No commercial vehicles shall be permitted at the Condominium, without the prior written consent of the Board of Director(s). The Developer is specifically exempt from

the foregoing provision to the extent that any of the vehicles of Developer, or its designee, is engaged in any activity relating to construction, maintenance or marketing of the Units.

- 7) **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 adopted, and the provisions of the 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.
- 8) **Destruction of Property.** Neither Unit Owners, their family, guests, invitees, nor, employees shall mark, damage, destroy, deface or engrave any part of the Condominium property. Unit Owners shall be financially responsible for any such damage.
- 9) **Door Locks.** Unit Owners 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 present 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 Association do not hold an emergency key from all units. Unit owner will be responsible of giving and provide full access in case of an emergency. If the Association request any inspection, unit owner or tenants are responsible to schedule such entry together with the association.

- 10) **Exterior Appearance.** To maintain a uniform and pleasing appearance of the exterior of the Condominium building, no awnings, canopy, screens, shutters, air conditioning unit, glass enclosures, or other projections shall be attached to, hung, displayed or placed upon the outside walls, doors, windows or to the balcony, patio or other portions of the Building or on the Common Elements, other than items originally installed by the Developer. This includes any type of screen or umbrella and any outdoor TV, cable, satellite or radio antennae, to the extent permitted by law. No exterior lighting shall be permitted on the walls or ceilings of any balcony, patio or terrace without the prior written approval of the Association. Balconies, patios, and terraces shall not be used for the storage of any items, including but not limited to, bicycles or exercise equipment.

Installation of satellite dishes shall be restricted in accordance with the following:

Installation shall be limited solely to the Unit or any Limited Common Element appurtenant thereto, and may not be on the Common Elements. The dish may be no greater than one meter in diameter and 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 antenna
- c. Increasing the cost of installing, maintaining or using and antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.

- 11) Facilities.** The facilities of the Condominium governed by the Association are for the exclusive use of Association members and their immediate families, tenants, resident house guests and guests.
- 12) 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 of Incorporation or By-Laws, provided the following procedures are adhered to:
1. **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 asserted by 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.
 2. **Hearing:** The non-compliance shall be presented to a committee of 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.
 3. **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.
 4. **Committee Approval:** If the Unit Owner Committee does not agree with the fine, the fine may not be levied.
 5. **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition thereof.
 6. **Application of Fines:** All monies received from fines shall be allocated as directed by the Board of Directors.
 7. **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.
 8. **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.

- 13) **Flammables.** No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, balcony or on the Common Elements. No fires, barbecue grills, hibachis, or cooking devices or other devices. Which emit smoke or dust shall be allowed on any balcony, patio or terrace.
- 14) **Parking Lot.** Each unit owner and/or occupants have assigned 2 parking spaces, along with a parking decal access. It is imperative that all vehicles are registered to the Association, decals are not transferable. The "Association is the one responsible of the Parking Lot". For security and safety purposes, occupant's visitants are required to enter and/ or register through the front entrance gate, whereas, a parking permit. Handicap parking spaces are for the exclusive use of visitors with a valid handicap permit for 2 hours maximum, all other vehicles will be towed away at owner's expense. **NOTE: EACH UNIT IS ENTITLED TO LIMITED OVERNIGHT GUEST PARKING ADMISSION (30 nights/ per Year).**
- 15) **Hurricane Preparation.** Each unit owner who plans to be absent from his unit during the hurricane season must prepare his unit prior to departure by:
- a. Removing all items from his balcony.
 - b. Designating a responsible firm or individual to care for his unit during his absence in the event that the unit should suffer hurricane damage. Each unit owner shall furnish the manager with the name of such firm or individual.
- 16) **Lobby Attire.** No persons wearing bathing suits shall be allowed in the lobby area. All persons must wear shirts and shoes in the lobby area. No wet persons shall be allowed in the lobby area.
- 17) **Moving/Deliveries.** Schedule move-in and deliveries with contracted mover and/or contractor between 9:00 a.m. and 4:00 p.m. MONDAY – FRIDAY (holidays excluded) unless approved by the association's Boards. Moving and deliveries shall not be permitted at all on Saturdays or Sundays. Reservations must be made at least two days in advance through Management Office. Be advised that move-ins and move-outs must be completed no later than 4:00 p.m. Late arrivals (after 3:00 p.m.) cannot be accommodated. Disposal of all wrapping, paper, debris and cartons and removal should be done by your movers. Cardboard boxes should be flattened and tied and brought to the trash rooms located at the outside corner of each wing of each building, 1st level, cardboard boxes CAN NOT be disposed at the recycling room on 1st floor in the Lobby. **PLEASE NOTE: DELIVERIES, MOVE-IN, OR MOVE-OUT ARE PERMITTED ONLY THROUGH THE BACK ENTRANCE OF EACH LOBBY.**
- 18) **Noise.** Any unit owner wishing to install any flooring materials (including but not limited to ceramic tile, marble, wood, etc.) is required to obtain the prior written notice to the Association and to act in accordance with all Rules and Regulations, and to insure that a Sound Control Underlayment System is used which system must be approved in writing by the Association prior to installation.

Installation of the Sound Control Underlayment System shall include provisions for a perimeter isolation material, which will insure that impact noises are not transmitted into a space below either directly through the floor or by flanking through the surrounding walls.

The Association requires owners wishing to install or replace flooring within a unit with a material other than carpet may do so provided a sound insulation membrane is installed between the flooring material and the concrete slab. The sound insulating material shall consist of, a minimum, a ½ insulating Acousticork S130. The material has a minimum IIC rating of 50 and STC rating of 65 for an 8" slab. Balcony tile installation does not require soundproofing or impact isolation, however waterproofing of the slab is required prior to installation of the tile. Drainage requirements must be maintained such that water does not remain on the balcony slab after a rainfall.

Proof of proper sound isolation/insulation/waterproofing installation is required prior to the installation of the hard flooring product. The Association office must be contacted and permitted to take pictures of the installed isolation/insulation/waterproofing product in each area where hard flooring will be installed. In addition and prior to any installation starting, a sample piece of the isolation material as well as a product specification sheet stating that the material provides a Sound Transmission Control (STC) of 65 or greater and an Impact Isolation Control (IIC) of 50 or greater when installed on an 8-inch slab must be supplied.

Installation of flooring on any balcony cannot alter the proper pitch affording draining of water front the balcony. In addition, no scupper may be blocked or covered. Flooring cannot cause the height of the top of the railing to the top of the installed flooring to be less than forty-two (42) inches. Painting of the balcony ledge is the unit owner responsibility.

During the installation of flooring, it is imperative that contractors do not undercut doors to the unit beyond the recommended door limits. Any weather stripping removed at the time of cutting MUST be replaced. The unit owner shall be responsible for replacing any doors that do not meet local governmental requirements after the installation of flooring.

No unit owner shall make disturbing noises in the building or allow sounds to emanate from his unit, or permit his family, servants, employees, agents, visitors or licensees to do so. In particular, no unit owner shall play (or permit to be played in his unit or on the Common Elements appurtenant to it) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other unit owners or occupants. All other unnecessary noises such as the playing of pianos and other musical instruments, and slamming doors between the hours of 11:00 p.m. and 8:00 a.m. should be avoided.

No radio or television installation or other electric equipment shall be permitted in any unit if it interferes with the television or radio reception of another unit.

Carpentry, carpet laying, picture hanging, or any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 8:00 a.m. and 4:00 p.m. ONLY. No such work shall be done on Weekends. No exceptions will be allowed.

19) Obstructions. The entranceways, passages, vestibules, elevators, lobbies, halls and similar portions of the Common Elements must be kept open and shall not be obstructed, littered, defaced or misused in any manner and shall be used only for ingress and egress to and from the

Condominium Property. No carts, bicycles, carriages, chairs, tables or other objects shall be stored in these areas and rugs or mats must not be placed outside of doors in corridors.

20) Odors. No noxious or unusual odors shall be generated in such quantities that they permeate to other units and become annoyances or become obnoxious to another unit owner. Normal cooking odors, normally and reasonably generated, shall not be deemed violations of this regulation.

21) Packages. Unit owner and/ or occupant's name and unit number should be indicated on all packages, boxes and cartons. Security or Administration is not allowed to accept any package.

22) Pets. Pets, birds and fish shall neither be kept nor maintained in or about the Condominium Property except in accordance with the provisions of the Declaration and the following:

- a. Each unit owner (regardless of the number of owners), may maintain household pets in a unit, to be limited to domestic dogs, or domestic cats, or caged birds, and/or one (1) fish tank, provided said pets are not kept, bred, or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors.
- b. No dog or cat shall be permitted outside of its unit owner unless attended by an adult and on a leash no more than six (6) feet long. Pets may not be kept in a Limited Common Element (balcony) neither common areas. No reptiles or wildlife shall be kept in or on the Condominium Property (including units).
- c. **Unit Owners must immediately collect and clean-up any feces from pets upon the Condominium Property.**
- d. Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine unit owners (as may be provided in these applicable Rules and Regulations or the Declaration) and/or to require any pet to be permanently removed from the Condominium Property.
- e. If a dog or any other animal becomes a nuisance and/or is obnoxious to other unit owners by barking or otherwise, the unit owner thereof must cause the problem to be corrected; or, if it is not corrected, the unit owner, upon written notice by the Association, will be required to remove the animal. Pets shall not be permitted to become nuisances to unit owners or occupants of units and are subject to removal from the Condominium at the discretion of the Board of Directors after a hearing conducted in the same manner as hearings for fines.

PLEASE NOTE: PETS ARE NOT ALLOWED IN ANY COMMON AREAS, (POOL, COMMON AREAS, ETC.)

23) Rules and Regulations enforcement. 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 of Directors 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 appropriate committee of the Board of Directors.
- c. Disagreements concerning violations will be presented to, and be judged by, the Board of Directors, 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. These Rules and Regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these Rules and Regulations in the event of conflict or a doubt as to whether a specific practice or activity is or is not permitted.
- e. Requirements that leases or lessees be approved by the Association (if applicable)
- f. Restrictions on the presence of pets
- g. Restrictions on occupancy of units
- h. Restrictions on the type of vehicles allowed to park on Condominium Property

24) Signs. With the exception of signs used or approved by the Board of Director, no signs, advertisements, notices or lettering may be exhibited, displayed, inscribed, painted or affixed in, or on upon any part of the Common Elements, (other than a notice to be placed on the bulletin board after approved by the Manager or the Board) or any part of a unit so as to be visible outside the unit.

25) Trash. All trash, garbage and refuse from the units shall be deposited with care in garbage containers or trash chutes intended for that purpose only at such times and in such manner as the Association will direct. Unit owners must utilize the appropriate recycling systems, if any, that may be provided by the Association, in accordance with the laws and ordinances of the City of Miami/or the County of Miami Dade. Garbage and other refuse shall be placed in sealed garbage bags only in designated trash chute areas.